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MURMUKUT HOUSING PRIVATE LIMIT

MORMUKUT INFRACON PRIVATE LIMITED

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> MOUSUMI CHOSH LICENSED STAMP VENDOR KOLKATA REGISTRATION OFFICE

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3.2 **Jamaluddin Hazra** alias **Hajra Jamaluddin**, son of Late Mohammad Ali Hazra alias Mahammadali, residing at Village Raigachi, Post Office Rajarhat, Kolkata-700135, Police Station Rajarhat, District North 24 Parganas (collectively **Vendors**, includes successors-in-interest)

And

- 3.3 **Mormukut Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM1455G**), represented by its authorized signatory Subrata Chakraborty, son of Satinath Chakraborty, of 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street
- 3.4 **Mormukut Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAICM1447N**), represented by its authorized signatory Subrata Chakraborty, son of Satinath Chakraborty, of 2nd Floor, 109, Park Street, Kolkata-700016, Police Station Park Street (collectively **Purchasers**, includes successors-in-interest).

Vendors and Purchasers, collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 **Said Property:** Land classified as *sali* (agricultural) land measuring 17.25 (seventeen point two five) decimal equivalent to 10 (ten) *cottah* 6 (six) *chittack* and 44.06 (forty four point zero six) square feet, more or less [out of 46 (forty six) decimal equivalent to 1 (one) *bigha* 7 (seven) *cottah* 13 (thirteen) *chittack* and 12.46 (twelve point four six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 640, recorded in L.R. *Khatian* No. 912, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (**RBGP No.1**), Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in the **Schedule** below and the said *Dag* No. 640 being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants
- 5.1 **Representations and Warranties Regarding Title:** The Vendors have made the following representations and given the following warranties to the Purchasers regarding title:
- 5.1.1 Ownership of Mohammad Ali: Mohammad Ali Hazra alias Mahammadali (Mohammad Ali) was the recorded owner of land measuring 46 (forty six) decimal, more or less, comprised in R.S./L.R. Dag No. 640, recorded in L.R. Khatian No. 912, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, District North 24 Parganas (Mother Property).

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- 5.1.2 **Demise of Mohammad Ali:** As per the Certificate dated 21st April, 2010 issued by the RBGP No.I, on or about 9th October, 2009, Mohammad Ali, a Muslim governed by the Mohammedan Law, died *intestate* leaving behind surviving his wife Momena Bibi (**Momena**) (the Vendor No.3.1 herein), his 3 (three) sons, namely, (1) Jamaluddin Hazra (**Jamaluddin**) (Vendor No.3.2 herein) (2) Alauddin Hazra (**Alauddin**) and (3) Salauddin Hazra (**Salauddin**) and only daughter, Monira Khatun (**Monira**) as his only legal heirs and heiresses (collectively **Legal Heirs Of Mohammad Ali**) who jointly and in diverse shares inherited the right, title and interest of Late Mohammad Ali in the Mother Property.
- Shares of Legal Heirs Of Mohammad Ali: According to the Mohammedan Law 5.1.3 of inheritance, (1) Momena (the Vendor No.3.1 herein), being the wife of Late Mohammad Ali, inherited land measuring 5.75 (five point seven five) decimal, more or less, comprised in the Mother Property (Momena's Share In Mother Property) (2) Jamaluddin (the Vendor No.3.2 herein), being one of the sons of Late Mohammad Ali, inherited land measuring 11.50 (eleven point five zero) decimal, more or less, comprised in the Mother Property (Jamaluddin's Share In Mother Property) (3) Alauddin, being one of the sons of Late Mohammad Ali, inherited land measuring 11.50 (eleven point five zero) decimal, more or less, comprised in the Mother Property (Alauddin's Share In Mother Property) (4) Salauddin, being one of the sons of Late Mohammad Ali, inherited land measuring 11.50 (eleven point five zero) decimal, more or less, comprised in the Mother Property (Salauddin's Share In Mother Property) and (5) Monira, being the only daughter of Late Mohammad Ali, inherited land measuring 5.75 (five point seven five) decimal, more or less, comprised in the Mother Property (Monira's Share In Mother Property).
- 5.1.4 **Absolute Ownership of Vendors:** In the abovementioned circumstances, the Vendors have become the joint and absolute owners of the Said Property, comprising of (1) the Momena's Share In Mother Property and (2) the Jamaluddin's Share In Mother Property, forming a portion of the Mother Property.
- 5.2 **Representations, Warranties and Covenants by Vendors:** The Vendors represent, warrant and covenant as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of any Local Authority or Statutory Body.
- 5.2.2 No Excess Land: The Vendors do not hold any excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendors:** The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 5.2.5 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.

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- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *wakfs*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 **Sale of Said Property:** The basic understanding between the Vendors and the Purchasers is that the Vendors shall sell the Said Property to the Purchasers, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchasers shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above (collectively **Representations**).
- 6.2 **Surrender of Rights by Pioneer Prodev Private Limited:** Pioneer Prodev Private Limited (**Pioneer Prodev**), having its registered office at 3rd floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender such claims in favour of the Purchasers. The Vendors shall have no responsibility or obligation in this regard.

7. Transfer

7.1 **Hereby Made:** The Vendors hereby sell, convey and transfer to the Purchasers the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below, being land classified as sali (agricultural) land measuring 17.25 (seventeen point two five) decimal equivalent to 10 (ten) cottah 6 (six) chittack and 44.06 (forty four point zero six) square feet, more or less [out of 46 (forty six) decimal equivalent to 1 (one) bigha 7 (seven) cottah 13 (thirteen) chittack and 12.46 (twelve point four six) square feet, more or less], being a portion of R.S./L.R. Dag No. 640, recorded in L.R. Khatian No. 912, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas, the said Dag No. 640 being delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible

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- rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.62,61,722/- (Rupees sixty two lac sixty one thousand seven hundred and twenty two) paid by the Purchasers to the Vendors, receipt of which the Vendors hereby and by the Receipt And Memo of Consideration hereunder written, admit and acknowledge.
- 8. Terms of Transfer
- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *wakfs*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest by reason of the aforesaid.
- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant and peaceful possession of the Said Property has been handed over by the Vendors to the Purchasers.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendors, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby

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indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendors hereby covenant that the Purchasers and the Purchasers' assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 No Objection to Mutation: The Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' names in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorneys of the Vendors and empower and authorize the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the names of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.7 Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule (Said Property)

Land classified as sali (agricultural) land measuring 17.25 (seventeen point two five) decimal equivalent to 10 (ten) cottah 6 (six) chittack and 44.06 (forty four point zero six) square feet, more or less [out of 46 (forty six) decimal equivalent to 1 (one) bigha 7 (seven) cottah 13 (thirteen) chittack and 12.46 (twelve point four six) square feet, more or less], being a portion of R.S./L.R. Dag No. 640, recorded in L.R. Khatian No. 912, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration District Bidhannagar, District North 24 Parganas, the said Dag No. 640 being delineated on the Plan annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North : By R.S./L.R. Dag Nos. 630 and 632

: By R.S./L.R. Dag Nos. 632 and 638 On the East

: By R.S./L.R. Dag No. 639 On the South By R.S./L.R. Dag No. 641 On the West

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the

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The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of Land	Total Area of <i>Dag</i> (In Decimal)	Total Area Sold (In Decimal)	Name of Recorded Owner
Raigachi	640	912	Sali	46.00	17.25	Mohammad Ali Hazra <i>alias</i> Mahammadali
		T	otal Area o	of Land Sold:	17.25	

9. Execution and Delivery

9.1	In Witness Whereof the Parties have	executed and delivered this	Conveyance on the
	date mentioned above.		

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(Momena Bibi alias Momena Begam) (Jamaluddin Hazra alias Hajra Jamaluddin) [Vendors]

Read over and explained the contents of this document by me to (1) Momena Bibi alias Momena Begam (2) Jamaluddin Hazra alias Hajra Jamaluddin in Bengali language, who after understanding the meaning and purport of this document, put their LTI/signatures in my presence.

Signature_Md. Abadali Mala.

Mormukut Housing Private Limited Mormukut Infracon Private Limited

(Subrata Chakraborty)
Authorized Signatory
[Purchasers]

Witnesses:

Signature_Md_Abedali mdle	Signature Md. Motion Rahman
Name Md-Abed Ali Molla	Name_M. Motion Rahman
Father's Name Mot Mian Al Mole	Father's Name Monte All Mondon
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Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.62,61,722/-(Rupees sixty two lac sixty one thousand seven hundred and twenty two) towards full and final payment of the Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.) 10,43,611/-
Pay Order No. 001823	16.10.2012	Axis Bank Limited, Nimta Branch,	
Pay Order No. 001824	16.10.2012	Kolkata Axis Bank Limited, Nimta Branch, Kolkata	10,43,611/-
Pay Order No. 001825	16.10.2012	Axis Bank Limited, Nimta Branch, Kolkata	10,43,625/-
Pay Order No. 001826	16.10.2012	Axis Bank Limited, Nimta Branch, Kolkata	10,43,625/-
Pay Order No. 001827	16.10.2012	Axis Bank Limited, Nimta Branch, Kolkata	10,43,625/-
Pay Order No. 001828	16.10.2012	Axis Bank Limited, Nimta Branch, Kolkata	10,43,625/-
		Total:	62,61,722/-

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(Momena Bibi alias Momena Begam)

(Jamaluddin Hazra Hajra alias Jamaluddin)

[Vendors]

Read over and explained the contents of this document by me to (1) Momena Bibi alias Momena Begam (2) Jamaluddin Hazra alias Hajra Jamaluddin in Bengali language, who after understanding the meaning and purport of this document, put their LTI/signatures in my presence.

Signature Md. Abedeli Mollo

Witnesses:

Signature Md. Abed Al: Mola, Name Md. Motion Rahman, Name Md. Abed Al: Mola, Name Md. Motion Rahman.

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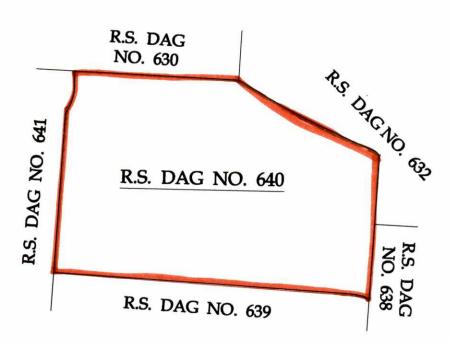
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SITE PLAN OF R.S./L.R. DAG NO.- 640, R.S./L.R. KHATIAN NO.- 912, MOUZA -RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 640 - 46 DECIMAL

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MORMUKUT HOUSING PRIVATE LIMITED

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NAME & SIGNATURE OF THE VENDOR/S:

LEGEND : 17.2500 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 46 DECIMAL OF R.S./L.R. DAG NO.- 640 .

SHOWN THUS :-





SPECIMEN FORM TEN FINGER PRINTS

SI. Signature of the executants and/or purchaser Presentants				
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	ttle Ring	Middle (Left	Fore Hand)	Thumb
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	umb Fore	Middle	Ring	Little

17 OCT 2012



Government Of West Bengal Office Of the A.R.A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 15910 of 2012

(Serial No. 12840 of 2012)

On 17/10/2012

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 16.55 hrs on :17/10/2012, at the Private residence by Subrata Chakraborty, Claimant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 17/10/2012 by

- 1. Momena Bibi Alias Momena Begam, wife of Late Mohammada Ali Hazra , Raigachi, Kol, Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
- 2. Jamaluddin Hazra Alias Hajra Jamaluddin, son of Late Mohammada Ali Hazra , Raigachi, Kol, Thana:-Rajarhat, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Muslim, By Profession : Others
- 3. Subrata Chakraborty
 Authorised Signatory, Mormukut Housing Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, P.O. :-, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

Authorised Signatory, Mormukut Infracon Pvt Ltd, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

By Profession: Others

Identified By Mansur Ali Midda, son of B Midda, Raigachi, Thana:-Rajarhat, P.O. :-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Others.

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 31/10/2012

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-66,90,902/-

Certified that the required stamp duty of this document is Rs.- 401474 /- and the Stamp duty paid as: Impresive Rs.- 20/-

On 05/11/2012

Payment of Fees:

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

22/12/2012 14:39:00



Government Of West Bengal Office Of the A.R.A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number : I - 15910 of 2012

(Serial No. 12840 of 2012)

Amount by Draft

Rs. 73688/- is paid, by the draft number 039762, Draft Date 17/10/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 05/11/2012

(-Under Article: A(1) = 73590/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 05/11/2012)

Deficit stamp duty

Deficit stamp duty Rs. 401474/- is paid, by the draft number 039761, Draft Date 17/10/2012, Bank: State Bank of India, DALHOUSIE SQUARE, received on 05/11/2012

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 22/12/2012

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 5 of Indian Stamp Act 1899.

(Dulal chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

(Dulal chandraSaha)

ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 2 of 2

Dated this 17th day of OCTOBER., 2012

Between

Momena Bibi alias Momena Begam & Anr. ... Vendors

And

Mormukut Housing Private Limited & Anr. ... Purchasers

CONVEYANCE

Portion of R.S./L.R. *Dag* No. 640 *Mouza* Raigachi • District North 24 Parganas

Saha & Ray

Advocates 3A/1, 3rd floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 64 Page from 1446 to 1460 being No 15910 for the year 2012.



(Dulal chandraSafia) 01-January-2013 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal