

2297/2016

3059/2016 X 2297/2016



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



G 897784

80-926784/16  
550, 14, 404

Additional Registrar of Assurance-II  
Kolkata

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurance-II, Kolkata

08/07/16

CONVEYANCE DEED

THIS INDENTURE OF CONVEYANCE made this the 5<sup>th</sup> day of

P. Kalyan TWO THOUSAND AND SIXTEEN BETWEEN

709/2016  
3/07/2016

discrep.

36368

Sold to... R. Sarker  
 Address... High Court Calcutta  
 Value... 800/-

- 4 JUL 2016

L.S.V., High Court  
 Abhijit Sarkar  
 High Court, A/S

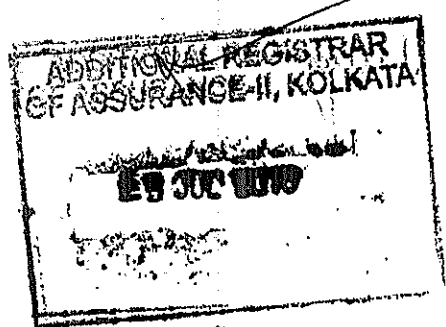


of certificates of incorporation and other documents  
 and this work is assigned to the Registrar  
 in charge of the office of the Registrar  
 in charge of the office of the Registrar



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GOVT. OF WEST BENGAL

Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201617-001200971-1

Payment Mode Online Payment

GRN Date: 05/07/2016 14:21:45

Bank : Indian Bank

BRN : IB05072016008488

BRN Date: 05/07/2016 14:34:01

DEPOSITOR'S DETAILS

Id No. : 19020000926784/3/2016

[Query No./Query Year]

Name : DHIRAJ SETHIA

Contact No. : Mobile No.: +91 9836299924

E-mail :

Address : KOLKATA

Applicant Name : Mr Dhiraj Sethia

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Sale Document Payment No 3

PAYMENT DETAILS

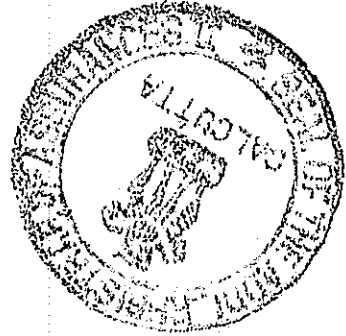
Sl No	Identification No	Head of A/C Description	Head of A/C	Amount [₹]
1	19020000926784/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	605168 ✓
2	19020000926784/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	3850528 ✓

Total

4455696

In Words : Rupees Forty Four Lakh Fifty Five Thousand Six Hundred Ninety Six only

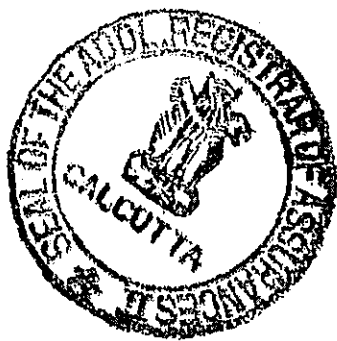
ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
29 JUL 1986



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**CHANDRAYEE DONNELLY (PAN: AFLPD9985M)**, wife of Dr. Ernest William Donnelly presently residing at 28 Hindustan Park, Post Office - Sarat Bose Road, Police Station - Gariahat, Kolkata - 700029, represented by her constituted Attorney namely **ANIMITRA GHATAK (PAN NO. ACWPG3136F)** son of Late Amal Kumar Ghatak of 28 Hindustan Park, Post Office - Sarat Bose Road, Police Station - Gariahat, Kolkata - 700029, hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**  
**AND**

**(1) EZRA DEVELOPERS PRIVATE LIMITED (PAN:AABCE2787Q)**, a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at Suite no. 3A, 3rd Floor, 3A Auckland Place, Post Office - Shakespeare Sarani, Police Station - Shakespeare Sarani, Kolkata - 700 017 **(2) BRABOURNE DEVELOPERS PRIVATE LIMITED (PAN:AACCB3282A)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at Suite no. 3A, 3rd Floor, 3B Auckland Place, Post Office - Shakespeare Sarani, Police Station- Shakespeare Sarani, Kolkata - 700 017 **(3) NITYANAND MERCHANTILE LIMITED (PAN:AABCN3324N)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 35/4 Paddapukur Road, Post Office - Lala Rajpat Rai, Police Station - Ballygunge, Kolkata - 700 020 **(4) SHREE HANUMAN PROPERTIES AND FINANCE PRIVATE LIMITED (PAN:AADCS8883M)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 35/4 Paddapukur Road, Post Office - Lala Rajpat Rai, Police Station - Ballygunge, Kolkata - 700 020 **(5) TRIEYE PROPERTIES PRIVATE LIMITED (PAN:AAFCT1643J)**, a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 36/1A, Elgin Road, Post Office - Lala Lajpat Rai, Police Station - Bhawanipore, Kolkata - 700 020 **AND (6) WISECRACK TOWERS PRIVATE LIMITED (PAN:AABCW5812E)**, a company within the



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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19020000926784/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Animitra Ghatak 28 Hindustan Park, P.O:- Sarat Bose Road, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Attorney of Seller [Mrs Chandrayee Donnelly]		1968 	Animitra Ghatak 05/07/2016
2.0	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055	Representative of Buyer [Brabourne Developers Private Limited]		1968 	Dhiraj Sethia 05/07/2016
2.1	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055	Representative of Buyer [Ezra Developers Private Limited]			Dhiraj Sethia 05/07/2016
2.2	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055	Representative of Buyer [Nityanand Merchante Limited]			Dhiraj Sethia 05/07/2016

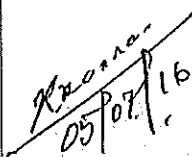
ADDITIONAL REGISTRAR  
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15 JUL 2016



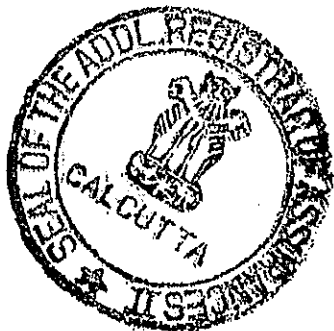
15/07/2016  
Registrar of Assurances

③



SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.3	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055	Represent ative of Buyer [Shree Hanuman Properties And Finance Private Limit ]			Dhiraj Sethia 05/07/2016
2.4	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055	Represent ative of Buyer [Trieve Properties Private Limited ]			Dhiraj Sethia 05/07/2016
2.5	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700055	Represent ative of Buyer [Wise Crack Towers Private Limited ]			Dhiraj Sethia 05/07/2016
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Asit Manna Son of Mr A K Manna 6 Old Post Office Street, P.O:- Kolkata GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Mr Animitra Ghatak, Mr Dhiraj Sethia		 05/07/16	

(Ashoke Kumar Biswas)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
II KOLKATA  
Kolkata, West Bengal



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ADDITIONAL REGISTRAR  
OF ASSURANCES-II, KOLKATA

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meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 36/1A, Elgin Road Post Office - Lala Lajpat Rai, Police Station - Bhawanipore, Kolkata - 700 020 and all 1 to 6 represented by their authorized representative **MR. DHIRAJ SETHIA (PAN: AVTPS4768D)**, son of Noratan Mal Sethia, residing at Block-17, Flat No. 3A, Diamond City North, 68, Jessore Road, Kolkata 700055 hereinafter collectively referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **OTHER PART**

**WHEREAS :**

- A) Dr. Phanindra Nath Brahmachari (since deceased) along with his brother Dr. Nirmal Kumar Brahmachari (also since deceased) (hereinafter referred to as the **BRAHMACHARI BROTHERS**) during their respective lifetime were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to various properties including Municipal Premises No.19 Loudon Street (now known as Dr. U.N. Brahmachari Sarani) Kolkata - 700 017 **TOGETHER WITH** the buildings and structures and TOGETHER WITH various servants quarters, outhouses Lawn Garden, standing thereon commonly known as **BRAHMACHARI HOUSE** (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**) each one of them being entitled to undivided half share or interest into or upon the said Premises.
- B) The said Dr. Phanindra Nath Brahmachari died on or about 2<sup>nd</sup> April 1979 leaving him surviving his widow Smt. Gopa Rani Brahmachari and his three married daughters namely (1) Smt. Anjali Ghatak (since deceased) (2) Smt. Monjuri Chakravarti (also since deceased) and (3) Smt. Chitrita Chatterjee and the only son of the predeceased daughter Suchitra Mookherjee namely Sirshendu Mookherjee as his only heirs and/or legal representatives




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- C) The said Dr. Phanindra Nath Brahmachari prior to his demise made and published his Last Will and Testament dated 11<sup>th</sup> September 1977 followed by a Codicil dated 23<sup>rd</sup> August 1978 which was duly registered and by and under the said Will and Codicil amongst others he gave bequeathed and devised the entirety of his right title interest into or upon the said Premises unto and in favour of his widow Smt. Gopa Rani Brahmachari absolutely and forever.
- D) Before administration of the Estate of late Dr. Phaindra Nath Brahmachari, the said Gopa Rani Brahmachari died on 23<sup>rd</sup> August 1990 after having made and published her last Will and Testament dated 17<sup>th</sup> May 1993 which was registered at the office of the Registrar of Assurances, Calcutta in Book No. 3 Volume No.7 Pages 43 to 49 Being No. 276 for the year 1993 whereby and whereunder amongst others she gave bequeathed and devised the entirety of her right title interest into or upon the said Premises in favour of her three daughters namely (1) Smt. Anjali Ghatak (since deceased) (2) Smt. Monjuri Chakravarti (also since deceased) and (3) Smt. Chitrita Chatterjee in equal shares to the exclusion of the said Sirshendu Mookherjee.
- E) An application for grant of probate of the said Will of the said Late Smt. Gopa Rani Brahmachari was made before the City Civil Court of Calcutta by one of the Executrixes namely Anjali Ghatak (since deceased) . However, before grant of probate of the said Will the said Executrix namely Anjali Ghatak died intestate on 15<sup>th</sup> November 1995 leaving her surviving her two married daughters namely Smt. Debasree Mukherjee (since deceased) and Smt. Chandrayee Donnelly and her only son Animitra Ghatak as her only legal heirs and/or representatives.
- F) On demise of the said Anjali Ghatak the other two Executrixes named in the said Will of Late Smt. Gopal Rani Brahmachari namely Monjuri Chakravarti and Chitrita Chatterjee applied afresh for grant of probate of the Will of Late Gopa Rani Brahmachari.



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- G) By an order dated 6<sup>th</sup> April 1997 probate of the Will of Late Gopa Rani Brahmachari was granted by the Learned Chief Judge of City Civil Court, Calcutta in favour of the Executrixes namely Monjuri Chakravarti and Chitrita Chatterjee in Probate Case No. 74 of 1996.
- H) The said Monjuri Chakravarti died testate on 21<sup>st</sup> July, 2001 after having made and published her Last Will and Testament dated 24<sup>th</sup> June, 1995 whereby and whereunder she appointed her husband Sri Subrata Chakravarti as the Sole Executor and amongst others she gave bequeathed and devised the entirety of her right title interest into or upon the said Premises absolutely and forever unto and in favour of her husband, Sri Subrata Chakravarti. .
- I) The Executor named in the Will of late Monjuri Chakravarti applied for and obtained probate of the said Will from the District Delegate at Sealdah in Probate Case No. 46 of 2001 and as such the said Subrata Chakravarti thus became entitled to the undivided share of the said Late Monjuri Chakravarti into or upon the said Premises.
- J) The said Debasree Mukherjee also died on 25<sup>th</sup> October 2010 leaving her surviving her husband Ajit Kumar Mukherjee and her daughter Srijeeta Mukherjee as her only heirs and/or legal representatives who thus became entitled to the entirety of the right title interest of late Debasree Mukherjee into or upon the said Premises.
- K) The said Ajit Kumar Mukherjee also died on 20<sup>th</sup> September 2013 leaving him surviving his only daughter Srijeeta Mukherejee as his only heir and/or legal representative who thus inherited the share of Late Debasree Mukherjee into or upon the said Premises.
- L) The said Dr. Nirmal Kumar Brahmachari brother of Late Phanindra Nath Brahmachari also died intestate on 10<sup>th</sup> August 1985 leaving him surviving his widow Smt. Purnima Brahmachari and his only daughter

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Smt. Kawna Chatterjee as his only heir and/or legal representatives and upon the death of the said Smt. Purnima Brahmachari the said Smt. Kawna Chatterjee thus became entitled to the right title interest of the said Dr. Nirmal Kumar Brahmachari into or upon the said Premises.

M) Disputes and differences having arisen between the Brahmachari heirs namely Smt. Kawana Chatterjee and (1) Chitrita Chatterjee (2) Subrata Chakravarti (3) Smt. Chandrayee Donnelly (4) Animitra Ghatak and (5) Srijeeta Mukherjee a suit for partition being Suit No.103 of 2014 was filed in the Hon'ble High Court, Calcutta (hereinafter referred to as the **PARTITION SUIT**).

N) The said Partition Suit was ultimately settled and/or compromised whereby it was agreed that Smt. Kawna Chatterjee shall be entitled to undivided 50.26% share or interest into or upon the said property and that the said (1) Chitrita Chatterjee (2) Subrata Chakravarti (3) Smt. Chandrayee Donnelly (4) Animitra Ghatak and (5) Srijeeta Mukherjee would jointly be entitled to the remaining 49.74% share or interest into or upon the said Premises.

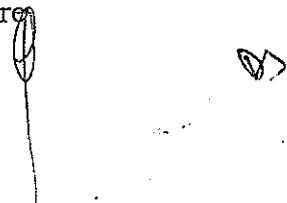
O) In the events as recited herein the said the following became entitled to the said Premises each one of them being entitled to the following undivided share or interest into or upon the said Premises:

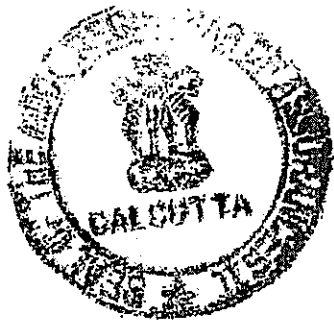
<u>Name</u>	<u>Undivided Share in the Premises</u>
(1) Kawna Chatterjee	50.26%
(2) Chitrita Chatterjee	16.58%
(3) Subrata Chakravarti	16.58%
(4) Chandrayee Donnelly	5.52667%
(5) Animitra Ghatak	5.52666%
(6) Srijeeta Mukherjee	5.52667%



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- P) By and under the said Terms of Settlement filed in the said Partition Suit it was expressly agreed and decreed that each of the Owners shall be entitled to sell and transfer their respective right title interest into or upon the said Premises independently of each other for which no further consent of the other owners would be necessary and/or required.
- Q) In the events as recited hereinabove the Vendor is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the undivided 5.52667% share or interest (hereinafter referred to as the **UNDIVIDED SHARE** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written ) into or upon ALL THAT the Municipal Premises No. 19 Dr. U.N. Brahmachari Street (formerly Loudon Street) P.S. Shakespeare Sarani, Kolkata 700 017 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).
- R) The Vendor has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire the said **UNDIVIDED SHARE** and/or the entirety of the right title interest of the Vendor into or upon the said Premises free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever for the consideration and subject to the terms and conditions hereinafter appearing.
- S) At or before execution of this Agreement the Vendor has assured and represented to the Purchasers as follows:
- i) That the said Premises and/or the said Undivided Share is free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever
  - ii) That the Vendor is legally competent to sell and transfer the said undivided share
- 



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- iii) That there is no bar and/or legal impediment in the Vendor selling and transfer the entirety of her right title interest into or upon the said premises
  - iv) That there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Premises.
  - v) That the Vendor is a resident as per Section 6 of the Income Tax Act, 1961 in respect of the current Financial Year.
- T) Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Purchasers have agreed to purchase and acquire the said Undivided Share and/or the entirety of the right title interest of the Vendor into or upon the said Premises for the consideration and subject to the terms and conditions hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH** as follows:

- I. **THAT** in pursuance of the said Agreement **AND** in further consideration of a sum of **Rs.5,45,27,778/- (Rupees Five Crore Forty Five Lakhs Twenty Seven Thousand Seven Hundred And Seventy Eight Only)** of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor at or before the execution these presents (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received ) and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and the said Undivided Share hereby intended to be sold transferred and conveyed the Vendor doth hereby indefeasibly grant sell transfer convey assign and assure unto the Purchasers **ALL THAT** the undivided 5.52667% share or interest (hereinafter referred to as the **UNDIVIDED SHARE** more fully and particularly mentioned and described in the **SECOND SCHEDULE**



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hereunder written) into or upon ALL THAT the Municipal Premises No.19 Dr. U.N. Brahmachari Street (formerly Loudon Street) Kolkata 700 017 together with all buildings structures servant quarters and outhouses standing thereon under P.S. Shakespeare Sarani, Ward No.63 within the limits of Kolkata Municipal corporation (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **PREMISES**) absolutely and forever, free from all encumbrances charges liens lispensens claims, demands, mortgages, leases, licenses, liabilities, trusts, attachments, acquisitions, requisitions, executions, prohibitions, restrictions, easements and lispensens whatsoever **OR HOWSOEVER OTHERWISE** the said **UNDIVIDED SHARE** or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **TOGETHER WITH** all benefits and advantages of ancient and other lights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said **UNDIVIDED SHARE** or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertaining thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendor into or upon and in respect of the said **UNDIVIDED SHARE** or any and every part thereof herein comprised and hereby sold granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said **UNDIVIDED SHARE** or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendor or any person or persons from whom the Vendor can or may procure the








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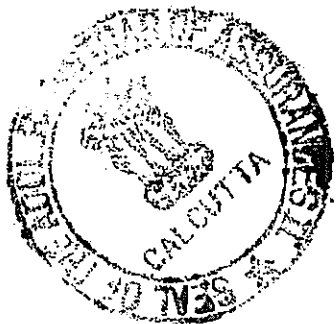


same without any action or suit both at law or in equity **TO HAVE AND TO HOLD** the said **UNDIVIDED SHARE** hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments acquisitions requisitions executions prohibitions restrictions easements and lispensens whatsoever.

II. **AND** the Vendor doth hereby covenant with the Purchasers that the Vendor is the absolute and lawful owner of and well and sufficiently seized and possessed of and entitled to the said **UNDIVIDED SHARE** and every part thereof, free from all encumbrances charges and liabilities of whatsoever nature **AND** the Vendor doth hereby covenant with the Purchasers that it has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said **UNDIVIDED SHARE** hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said **UNDIVIDED SHARE** or any part thereof in the manner as aforesaid.

III. **AND THAT NOTWITHSTANDING** any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these presents is the absolute and lawful owner of and/or otherwise well and sufficiently seized and possessed of and entitled to the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same.



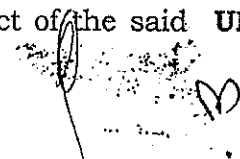


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OF ASSURANCE-II, KOLKATA**

**25 JUL 2018**

IV. **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendor now has in itself good right full and absolute power to grant sell convey transfer assure and assign the said **UNDIVIDED SHARE** hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner and on the conditions aforesaid **AND THAT** the Vendor has duly made over possession of the said Undivided Share to the Purchasers herein and the Purchasers has received and accepted the same without any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions on the land comprised in the said **PREMISES** or otherwise.

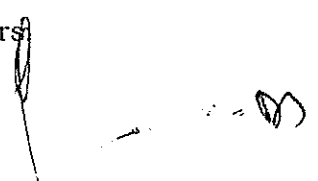
V. **AND THAT** the Purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the said **UNDIVIDED SHARE** and receive realize collect and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of its predecessors in title or any one of them **AND THAT** the Purchasers shall be freed and cleared and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses liabilities trusts attachments executions prohibitions restrictions easements and lispendens whatsoever suffered or made or liabilities created in respect of the said **UNDIVIDED SHARE** by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or their predecessors in title as aforesaid or otherwise **AND THAT** all rates taxes and other impositions and/or outgoings payable in respect of the said **UNDIVIDED SHARE**





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upto the date of execution of this indenture shall be paid borne and discharged by the Vendor and thereafter the same shall be paid by the the Purchasers to the extent of their share holding into or upon the said Premises.

- VI. **AND THAT** the Vendor never held and does not hold any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and the said Lands comprised in the said property or any part thereof has not been affected or vested under the Urban Land (Ceiling & Regulation) Act, 1976 **AND THAT** no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961 **AND THAT** no notice, which is or may be subsisting, has been served on the Vendor for the acquisition of the said **PROPERTY** or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or Rules made or framed there under and the Vendor has no knowledge of issue of any such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said **UNDIVIDED SHARE** and/or **PREMISES** or any part thereof **AND THAT** no suit and/or proceeding is pending in any Court of law affecting the said **PREMISES** and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or Revenue Authority.
- VII. **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said **UNDIVIDED SHARE** or any part thereof from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers make do acknowledge and execute all such lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said **UNDIVIDED SHARE** and every part thereof unto and to the use of the Purchasers
- 



ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
25 JUL 2015

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(SAID PREMISES)**

*residential*  
ALL THAT the piece and parcel of land measuring about **65 cottahs 11 chittacks and 32 sq. ft.** (more or less) together with 80 years old three storied buildings and structures with outhouses <sup>7</sup> servants quarters <sup>with 100 B.H.</sup> having Ground floor measuring 8750 Sq.ft First floor measuring 6250 Sq.ft and Second floor 6000 Sq.ft thus aggregating 21000 sq. ft. (more or less) standing thereon and Garden Lawn etc. situate lying at and being Municipal Premises No. 19 Dr. U.N. Brahmachari Street (previously Loudon Street) P.S. Shakespeare Sarani, Kolkata 700 017 Ward No.63 and butted and bounded as follows:

ON THE NORTH : By Short Street

ON THE SOUTH : By 14' wide passage being Premises No.18/1/C Dr. U.N. Brahmachari Street

ON THE EAST : By Premises No.7A Short Street and 18/1/B Dr. U.N. Brahmachari Street

ON THE WEST : By Loudon Street now Dr. U.N. Brahmachari Street

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(UNDIVIDED SHARE)**

ALL THAT the undivided 5.52667% share or interest i.e. 2615.61 Sq.ft (more or less) of land **TOGETHER WITH** the Undivided 5.52667% share or interest i.e. Ground floor 483.60 Sq.ft First floor 345.40 Sq.ft and Second floor 331.60 Sq.ft thus aggregating 1160.60 Sq.ft (More or less) of buildings/structure and outhouses and also servant quarter standing thereon into or upon ALL THAT the Municipal Premises No. 19 Dr. U.N. Brahmachari Street (formerly Loudon Street) Kolkata 700 017 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereinbefore mentioned)



✓  
ADDITIONAL REGISTRAR,  
OF ASSURANCE-II, KOLKATA

25 JUL 2016



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

**SIGNED AND DELIVERED**  
by the **VENDOR** at Kolkata  
in the presence of:-



**JAYANTA PANDIT**  
S/o Gour Hari Pandit  
83, Topsia Road South  
Kolkata - 700046

*Anurita Ghosal*  
*as constituted Attorney of*  
*Chandrayee Doreilly*

*(Sd/-)*  
*(Sd/-)*  
*6-01/1 KVKate*

**SIGNED AND DELIVERED**  
by the **PURCHASERS** at Kolkata  
in the presence of:-



**JAYANTA PANDIT**  
S/o Gour Hari Pandit  
83, Topsia Road South  
Kolkata - 700046

*(Sd/-)*  
*(Sd/-)*  
*6-01/1 KVKate*

Ezra Developers Pvt. Ltd.  
Brabourne Developers Pvt. Ltd.  
Nityanand Merchantile Ltd.  
Shree Hanuman Properties and Finance Pvt. Ltd.  
Trieye Properties Pvt. Ltd.  
Wisecrack Towers Pvt. Ltd.

*Dhiring Saha*  
Authorised Signatory / Director.

**DRAFTED AND PREPARED**  
**IN MY OFFICE:**  
*Ajay Gaggur*  
**AJAY GAGGAR**  
**ADVOCATE,**  
**HIGH COURT, CALCUTTA**  
**Enrolment No.1160/2003**



ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
25 JUL 2016

**RECEIVED** of and from the Purchasers a sum of Rs.5,45,27,778/- (Rupees **Five Crore Forty Five Lakhs Twenty Seven Thousand Seven Hundred And Seventy Eight Only**) being the entirety of the consideration Amount payable under these presents as per Memo below:-

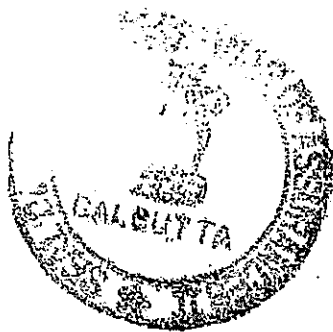
**MEMO OF CONSIDERATION**

Sl. No.	Date	Cheque /RTGS/Pay Order No.	Issuing Bank	Gross Amount	TDS	Net Amount [Rs.]
1	03/12/2013	323927	Indian Bank	500000.00		500000.00
2	03/12/2013	323952	Indian Bank	500000.00		500000.00
3	03/12/2013	525304	Punjab & Sind Bank	500000.00		500000.00
4	03/012/2013		HDFC Bank	500000.00		500000.00
5	24/06/2016	115961	HDFC Bank	8754630.00	90880.00	8663750.00
6	24/06/2016	115949	HDFC Bank	8754630.00	90880.00	8663750.00
7	24/06/2016	245477	Indian Bank	8754630.00	90880.00	8663750.00
8	24/06/2016	245472	Indian Bank	8754630.00	90880.00	8663750.00
9	24/06/2016	006518	HDFC Bank	8754629.00	90879.00	8663750.00
10	24/06/2016	006522	HDFC Bank	8754629.00	90879.00	8663750.00
			<b>TOTAL</b>	<b>54527778.00</b>	<b>545278.00</b>	<b>53982500.00</b>

*Witness*  
  
**JAYANTA PANDIT**  
 S/o Gour Hari Pandit  
 83, Topsia Road South  
 Kolkata -700046

*Anirudh Ghatal*  
*as const. Atty of*  
*Chandrayee Donnelly*  
**CHANDRAYEE DONNELLY**























*(Sd/- Ch-Don)*

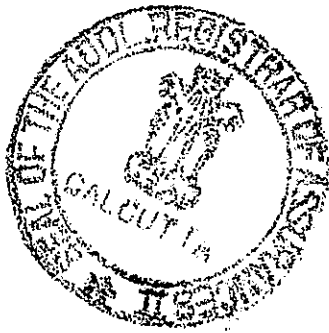


ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA

25 JUL 2015

**SPECIMEN FORM FOR TEN FINGERPRINTS**

Sl. No.	Signature of the executants/ presentants					
1. <i>Anirudh Kulkarni</i>						
		Little	Ring	Middle Fore (Left Hand)		Thumb
						
		Thumb	Fore	Middle Ring (Right Hand)		Little
2. <i>Shiraj Kulkarni</i>						
		Little	Ring	Middle Fore (Left Hand)		Thumb
						
		Thumb	Fore	Middle Ring (Right Hand)		Little
3.						
	Little	Ring	Middle Fore (Left Hand)		Thumb	
	Thumb	Fore	Middle Ring (Right Hand)		Little	
4.						
	Little	Ring	Middle Fore (Left Hand)		Thumb	
	Thumb	Fore	Middle Ring (Right Hand)		Little	



*[Handwritten signature]*

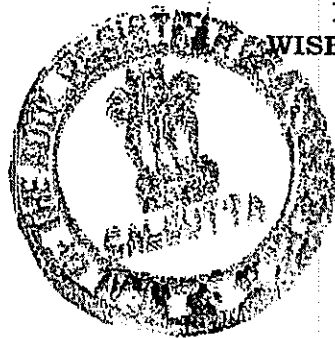
ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
25 JUL 2016

Photo of page 2 of the deed is not complete of  
the entire deed. Hence 16 2 months

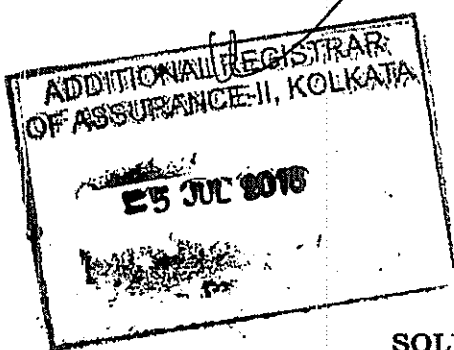
@@  
DATED THIS 5th DAY OF July 2016  
@@

BETWEEN  
CHANDRAYEE DONNELLY  
...VENDOR  
AND

EZRA DEVELOPERS PRIVATE LIMITED  
BRABOURNE DEVELOPERS PRIVATE LIMITED  
NITYANAND MERCHANTILE LIMITED  
SHREE HANUMAN PROPERTIES AND FINANCE PRIVATE LIMITED TRIEYE  
PROPERTIES PRIVATE LIMITED  
WISECRACK TOWERS PRIVATE LIMITED  
...PURCHASERS



CONVEYANCE



R. L. GAGGAR  
SOLICITOR & ADVOCATE  
6 OLD POST OFFICE STREET  
KOLKATA 700 001.

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## Seller, Buyer and Property Details

### A. Seller & Buyer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700055

Seller Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mrs Chandrayee Donnelly Wife of Dr Ernest William Donnelly 28 Hindustan Park, P.O:- Sarat Bose Road, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AFLPD9985M,; Status : Individual; Represented by her constituted attorney as given below:-
1(1)	Mr Animitra Ghatak Son of Late Amal Kumar Ghatak 28 Hindustan Park, P.O:- Sarat Bose Road, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACWPG3136F,; Status : Attorney; Date of Execution : 05/07/2016; Date of Admission : 05/07/2016; Place of Admission of Execution : Pvt. Residence

10/10/10



Buyer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Ezra Developers Private Limited 3A Auckland Place, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AABCE2787Q,; Status : Organization
2	Brabourne Developers Private Limited 3B Auckland Place, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No. AACCB3282A,; Status : Organization
3	Nityanand Merchantile Limited 35/4, Paddapukur Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCN3324N,; Status : Organization
4	Shree Hanuman Properties And Finance Private Limit 35/4 Paddapukur Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AADCS8883M,; Status : Organization
5	Trieye Properties Private Limited 36/1A, Elgin Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AAFCT1643J,; Status : Organization
6	Wise Crack Towers Private Limited 36/1A Elgin Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AABCW5812E,; Status : Organization; Represented by their ( 1-6 ) representative as given below:-
1-6 (1)	Mr Dhiraj Sethia 68, P.O:- Bangur, P.S:- Lake Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AVTPS4768D,; Status : Representative; Date of Execution : 05/07/2016; Date of Admission : 05/07/2016; Place of Admission of Execution : Pvt. Residence

## B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature

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Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Asit Manna Son of Mr A K Manna 6 Old Post Office Street, P.O:- Kolkata GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr Animitra Ghatak, Mr Dhiraj Sethia	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: Kolkata, P.S:- Park Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr. U. N. Brahmachari Sarani, Road Zone : (On Road -- On Road) , , Premises No. 19, Ward No: 63	(On Road -- On Road)	2615.61 Sq Ft	5,40,27,778/-	5,44,91,954/-	Proposed Use: Bastu, Property is on Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	483.6 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete
F1	Floor No: 1	345.4 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete
F2	Floor No: 2	331.6 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 80 Years, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	1160.6 Sq Ft.	5,00,000/-	5,22,450/-	Structure Type: Structure

Transfer of Property from Seller to Buyer				
Sch No.	Name of the Seller	Name of the Buyer	Transferred Area	Transferred Area in(%)

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Transfer of Property from Seller to Buyer				
Sch No.	Name of the Seller	Name of the Buyer	Transferred Area	Transferred Area in(%)
L1	Mrs Chandrayee Donnelly	Ezra Developers Private Limited	0.999019	16.6667
	Mrs Chandrayee Donnelly	Brabourne Developers Private Limited	0.999019	16.6667
	Mrs Chandrayee Donnelly	Nityanand Merchantile Limited	0.999019	16.6667
	Mrs Chandrayee Donnelly	Shree Hanuman Properties And Finance Private Limit	0.999019	16.6667
	Mrs Chandrayee Donnelly	Trieye Properties Private Limited	0.999019	16.6667
	Mrs Chandrayee Donnelly	Wise Crack Towers Private Limited	0.999019	16.6667

Transfer of Property from Seller to Buyer				
Sch No.	Name of the Seller	Name of the Buyer	Transferred Area	Transferred Area in(%)
S1	Mrs Chandrayee Donnelly	Brabourne Developers Private Limited	193.433 Sq Ft	16.6667
	Mrs Chandrayee Donnelly	Ezra Developers Private Limited	193.433 Sq Ft	16.6667
	Mrs Chandrayee Donnelly	Nityanand Merchantile Limited	193.433 Sq Ft	16.6667
	Mrs Chandrayee Donnelly	Shree Hanuman Properties And Finance Private Limit	193.433 Sq Ft	16.6667
	Mrs Chandrayee Donnelly	Trieye Properties Private Limited	193.433 Sq Ft	16.6667
	Mrs Chandrayee Donnelly	Wise Crack Towers Private Limited	193.433 Sq Ft	16.6667

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Dhiraj Sethia
Address	68 Jessore Road, Thana : Lake Town, District : North 24-Parganas, WEST BENGAL, PIN - 700055
Applicant's Status	Buyer/Claimant

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Office of the A.R.A. - II KOLKATA, District: Kolkata  
Endorsement For Deed Number : I - 190203059 / 2016

Query No/Year 19020000926784/2016 Serial no/Year 1902002297 / 2016  
Deed No/Year I - 190203059 / 2016  
Transaction [0101] Sale, Sale Document  
Name of Presentant Mr Dhiraj Sethia Presented At Private Residence  
Date of Execution 05-07-2016 Date of Presentation 05-07-2016

Remarks

On 05/07/2016

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

Presented for registration at 18:25 hrs on : 05/07/2016, at the Private residence by Mr Dhiraj Sethia .

Certificate of Market Value(WB PUVI rules of 2004)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,50,14,404/-

Admission of Execution:(Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 05/07/2016 by

1. Mr Dhiraj Sethia Authorized Signatory, Ezra Developers Private Limited, 3A Auckland Place, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Mr Dhiraj Sethia, Son of , 68, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Service
  2. Mr Dhiraj Sethia Authorized Signatory, Brabourne Developers Private Limited, 3B Auckland Place, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Mr Dhiraj Sethia, Son of , 68, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Service
  3. Mr Dhiraj Sethia Authorized Signatory, Nityanand Merchantile Limited, 35/4, Paddapukur Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of , 68, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Service
  4. Mr Dhiraj Sethia Authorized Signatory, Shree Hanuman Properties And Finance Private Limit, 35/4 Paddapukur Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of , 68, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Service
  5. Mr Dhiraj Sethia Authorized Signatory, Trieeye Properties Private Limited, 36/1A, Elgin Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of , 68, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Service
  6. Mr Dhiraj Sethia Authorized Signatory, Wise Crack Towers Private Limited, 36/1A Elgin Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr Dhiraj Sethia, Son of , 68, P.O: Bangur, Thana: Lake Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700055, By caste Hindu, By profession Service
- Indetified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

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**Executed by Attorney**

Execution by

Mr Animitra Ghatak, 28 Hindustan Park, P.O: Sarat Bose Road, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700029 Mr Animitra Ghatak, Son of Late Amal Kumar Ghatak, 28 Hindustan Park, P.O: Sarat Bose Road, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Others as the constituted attorney of

1. Mrs Chandrayee Donnelly, 28 Hindustan Park, P.O: Sarat Bose Road, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029

Indetified by Mr Asit Manna, Son of Mr A K Manna, 6 Old Post Office Street, P.O: Kolkata GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Service

is admitted by him



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal

**On 08/07/2016**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,05,168/- ( A(1) = Rs 6,05,154/- , E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,05,168/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 6,05,168/- is paid, by online on 05/07/2016 2:34PM with Govt. Ref. No. 192016170012009711 on 05-07-2016, Bank: Indian Bank ( IDIB000C001), Ref. No. IB05072016008488 on 05/07/2016, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 38,51,028/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 38,50,528/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 38,50,528/- is paid, by online on 05/07/2016 2:34PM with Govt. Ref. No. 192016170012009711 on 05-07-2016, Bank: Indian Bank ( IDIB000C001), Ref. No. IB05072016008488 on 05/07/2016, Head of Account 0030-02-103-003-02

**Payment of Stamp Duty**

SECRET  
CONFIDENTIAL



Description of Stamp

1. Rs. 500/- is paid on Impressed type of Stamp, Serial no 36368, Purchased on 04/07/2016, Vendor named A Sarkar.

*Ashoke Kumar Biswas*

(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal

On 20/07/2016

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 of Indian Stamp Act 1899.

*Ashoke Kumar Biswas*

(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2016, Page from 95829 to 95859  
being No 190203059 for the year 2016.



*Biswas*

Digitally signed by ASHOKE KUMAR  
BISWAS  
Date: 2016.07.20 17:31:34 +07:00  
Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 20-07-2016 17:31:33  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

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