

to registration, the signature sheets and the endorsemer . sheets attached with पश्चिम बंगाल WEST BENGAL this document are part of this d Sub-Registrar-IV

Mouza: Beralia P.S.: Baruipur Mallickpur Gram Panchayat District - South 24 Parganas

3.4.4

Sale Deed

Registration 24 Parganas 7 AUG 2014

Registrar US 7(2) of Registration Act 1908

THIS DEED OF SALE is made on this the 27th day of August, Two thousand and Fourteen (2014) A.D.

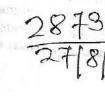
#### BETWEEN

REALITY UDYOG PRIVATE LIMITED, (1) M/S.PIYUSH AAGCP5793C] a Private Limited Company incorporated within the meaning of Companies Act, 1956 having its Registered Office at 14F, Middle Road, 1st Floor, Police Station Entally, Kolkata - 700 014 being represented through its Director SRI PRADEEP KUMAR JAISWAL, [PAN ACXPJ1983G] son of Kishori Jaiswal, by faith Hindu, by occupation Business and (2) GAMMA HOMES PRIVATE LIMITED [PAN AADCG7334F] a Private Limited Company incorporated within the meaning of Companies Act, 1956 having its Registered Office at 14A/2, Temple Street, Police Station Bowbazar, Kolkata - 700 072, represented through its Director SRI SANJAY KUMAR SHAW, [PAN ALAPS8253J] son of Lal Chand Shaw, by faith Hindu, by

2 1 AUG 2014 SUPANJAN MUKHERIO

V.e.W--1385/14

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SILVERLING REALTY PVT. LTD.

Luner 18h

Director / Authorised Signatory

T AUG 2016

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Director

Identifical by me

Dipankar Chowdhury.

S/o. Dulal Chowdhury.

Boral Majher form, Gravia. P.o. - Born, KO1-154.

Occupation - Sorvice.

Registrar U/S 7(2) of Registration Act 1908 Alipore, South 24 Parganas

occupation Business, by Nationality – Indian, hereinafter collectively called referred to as 'the **VENDORS'** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective executors, administrators, legal representatives successors-in-interest/office and/or assign) of the **ONE PART.** 

#### AND

SILVERLING REALTY PRIVATE LIMITED, a Private Limited company Companies Act, 1956 CIN incorporated under the U70102WB2013PTC198934 and PAN - AAUCS0790E), having its registered office at 36/1A, Elgin Road, Kolkata-700020, Police Station Bhowanipore, represented by its authorized signatory Prakash Kumar Bhimrajka @ Prakash Bhimrajka, son of Late Bajrang Lal Bhimrajka, of 36/1A, Elgin Road, P.S. - Bhawanipore, Kolkata - 700 020 hereinafter referred to as the PURCHASER (which expression shall mean and include its/their successors-in-interest/office, administrators and/or assigns) of the OTHER PART:

THE PROPERTY: ALL THAT Sali (Agricultural) Land admeasuring 10 decimals part of undemarcated 21 decimals of land out of total land 60 decimals being the undemarcated portion of R.S. /L.R. Dag No. 256 appertains to L.R. Khatian Nos. 869 in Mouza – Beraliya, J. L. No. 17 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas, more particularly described in the Schedule "C" (herein after referred to as the said landed property).

### WHEREAS:

A. The Vendors herein is the lawful owner in respect of the property described in the Schedule-"B" below, as acquired by purchase from its erstwhile owners as described in the Schedule-"A" below. The Vendors herein offered to sell a demarcated portion of said property out of the Schedule-"B", more particularly described in the Schedule-"C" below, hereinafter referred to as the 'said landed property' and herein intended to be sold at and for the consideration of Rs 5,09,090/- (Rupees Five Lakhs Nine Thousand Ninety only) free from all encumbrances;



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B. In pursuance of the offer and acceptance and the Purchaser relying on the aforesaid representations, assurances and confirmation and believing the same to be true agreed to purchase the said landed property admeasuring 10 decimals part of demarcated 21 decimals of land out of total land 60 decimals at and for the said consideration of Rs. 5,09,090/- (Rupees Five Lakhs Nine Thousands and Ninety only), and agreed to sell the said landed property to the Purchaser absolutely, forever and free from all encumbrances:

C. The purchaser has this day paid the entire consideration as per memo below to the Vendors equally and now there is no impediment to execute and register the conveyance by the Vendors in favour of the Purchaser, the Vendors execute this Deed of Sale in the manner hereinafter appearing.

NOW THIS DEED OF SALE WITNESSES that in pursuance of the said agreement and in consideration of the sum of Rs. 5,09,090/- (Rupees Five Lakhs Nine Thousands and Ninety only) paid by the Purchaser by way of Demand Draft in favor of Vendors in the manner aforesaid, as agreed (the receipt whereof the Vendors do hereby and also by the memo hereunder written admit and acknowledge and of and from the same and every part thereof, the Vendors do hereby forever release, discharge and acquit the Purchaser and each of them and the said Landed Property hereby intended to be granted, sold, conveyed and transferred), the Vendors having good right full power and absolute authority and indefeasible title to grant, convey, sell, transfer, assign the said Landed Property doth hereby jointly transfer, sell, convey, grant and assign to and unto the Purchaser ALL THAT undivided Sali (Agricultural) Land admeasuring 10 decimals part of demarcated 21 decimals of land out of total land 60 decimals being portion of R.S. /L.R. Dag No. 256 appertains to L.R. Khatian Nos. 869 in Mouza -Beraliya, J. L. No. 17 within the limit of Mallickpur Gram Panchayat, P.S. -Baruipur in the district of South 24 Parganas, shown within the red verge in the plan annexed hereto, more particularly described in the Schedule-"C" hereunder written and herein referred to as the said landed property OR HOWSOEVER OTHERWISE the said Landed property or any part thereof now are or is or heretofore butted, bounded, called, known, numbered, described or distinguished FURTHER TOGETHER



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hereditaments, messuages, benefits, right or easement and advantages AND ALL manner of former or other rights, lights, liberties, easements, sewers, drains, water ways, path ancient and/or present or other rights, passages, privileges, emoluments, appendages and appurtenances whatsoever to the said Landed Property or any part belonging or in any wise appertaining to or which with the same or any part thereof now are or is or at any times heretofore were or was held used occupied or enjoyed or reputed to belong or be whatsoever both at law and in equity of the Vendors into and upon the said Landed Property or any part thereof TOGETHER WITH all writings and evidences of title exclusively relating to the said Landed Property or any part thereof which now are or hereafter shall or may be in the custody power or possession of the Vendors or which the Vendors can or may procure without any action or suit at law or in equity TO ENTER UPON AND TO HAVE AND HOLD, OWN, POSSESS AND ENJOY the said Landed Property and every part thereof hereby granted sold and conveyed and transferred or expressed or intended so to be and every part thereof TOGETHER WITH all rights members and appurtenances unto and to the use of the Purchaser in fee simple absolutely and forever and free from all encumbrances and forever freed and discharged from or otherwise by the Vendors and well and sufficiently indemnified of and against all encumbrances claims, liens whatsoever created or suffered by the Vendors.

AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER AND DECLARE that notwithstanding any act, deed, matter or thing by the Vendors done or executed or suffered to the contrary the Vendors lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to an absolute estate of inheritance in fee simple in possession of the said Landed Property and every part thereof and that the said Landed Property has not been affected nor has not been requisitioned and acquisitioned or vested into the State of West Bengal under any provisions of the relevant Acts nor the Vendors have received any notice in relation thereto and that the said Landed Property is well within the ceiling limit of the Vendors and duly retained by the Vendors and that there is no previous agreement for sale executed by the Vendors in respect of the said Landed Property with any person or persons and that there is no order passed by any court or any statutory authority restraining the Vendors from selling, transferring and/or alienating the said landed property in any manner and

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that notwithstanding as aforesaid the Vendors has good right full power absolute authority and indefeasible title to grant, convey, transfer and assign the said Landed Property hereby granted, conveyed, and transferred or expressed or intended so to be unto and to the use of the Purchaser and in the manner aforesaid according to the true intent and meaning of these presents and that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said Landed Property hereby granted sold and conveyed and receive rents, issues and profits thereof and every part thereof without any lawful eviction, interruption, disturbances, obligations, restrictions, claim and demand whatsoever from or by the Vendors and all persons claiming from under or in trust of the Vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved and kept indemnified of from and against all and all manner of charges, mortgages, claims, demands, liens, lispendens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any of the ancestors or predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendors and all persons having or lawfully or equitably claiming any estate and interest whatsoever in the said Landed Property or any part thereof from through under or in trust of the Vendors or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Vendors do and execute and caused to be done and executed all such other and further assurances, acts, deeds, matters and things for further better and more perfectly granting and transferring the said Landed Property and every part and parcel thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER the Vendors do hereby covenant with the Purchaser that if it transpires that the said Landed Property hereby conveyed, sold and transferred by the Vendors is not free from all encumbrances as herein before stated the Vendors shall be liable to the Purchaser to make good any loss sustained by it and furthermore, the Vendors shall at all times hereafter indemnify and keep indemnified the Purchaser against any loss damages cost charges expenses



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if any, suffered by any reason of any defect of title of the Vendors and any breach of the covenants herein contained;

AND FURTHER it is agreed that the Vendor shall deliver all original documents of title and other related papers, parchas etc. In case any parcha or deeds be related to other properties which are not conveyed by such seller/Vendor, then such seller/Vendor shall deliver a official certified true copy of the original parcha or deed issued by the authorities duly self attested.

AND FURTHER it is agreed by and between the Vendors and the Purchaser that whenever and wherever any interpretation would be necessary in order to give the fullest scope and effect legally possible to any covenant or contract herein contained the terms and expressions 'the Vendors' and 'the Purchaser' shall mean and include their and each of their respective legal representatives, successors—in-office/interest, executors, administrators and/or assigns.

## THE VENDORS FURTHER AGREES, DECLARES, ASSURES AND CONFIRMS THAT:

- The Vendors shall render all assistance in mutating the name of the Purchaser as owner of the said landed property in the records of the B.L
   L.R.O., Mallickpur Gram Panchayat and other concerned offices.
- ii. Proportionate annual rent is payable to the Government of West Bengal through BlockLand and Land Reforms Office.
- iii. The said Landed Property is not wet land property and now being used as sali or agricultural land and has no direct access to any road.
- iv. There is no bargadar.

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v. That the photographs and 10 fingers impression of the Vendors and Purchaser are attached herewith made an integral part of this Deed.

# THE SCHEDULE - "A" ABOVE REFERRED TO (THE DEVOLUTION OF TITLE OF THE PROPERTY TO THE VENDORS)

A. One Lakhsman Chandra Gayen while seized and possessed of the said landed property being R.S./L.R. Plot No. 256 of Mouza - Beraliya J.L. No. 17, P.S. Baruipur in the district of South 24 Parganas, he on 25th January, 1994 by the Deed of Sale being No. 484 for the year 1994



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registered in the office of the Sub-Registrar Baruipur sold, transferred and conveyed the land admeasuring 30 decimals to one Ganesh Gayen, Gopal Gayen and Shambhu Gayen all sons of Late Palan Chandra Gayen of Subuddhipur, Sri Badal Kundu son of Late Tarakali Kundu, Asim Kundu, Asesh Kundu both sons Jiban Krishna Kundu and Jiban Krishna Kundu, absolutely and forever and free from all encumbrances;

- B. By the Deed of Exchange dated 14th December, 1994 registered in the office of ADSR Baruipur and recorded in Book No. I, Volume No. 42 Pages 303 to 308 being No. 3337 for the year 1994 executed between the aforesaid Ganesh Gayen, Gopal Gayen and Shambhu Gayen as the one part and Sri Badal Kundu son of Late Tarakali Kundu, Asim Kundu, Asesh Kundu both sons Jiban Krishna Kundu and Jiban Krishna Kundu, since deceased, of the other part the said Badal Kundu and others acquired by exchange the land admeasuring 15 decimals of land out of 30 decimals of land being demarcated part of R.S. & L.R. Plot No. 256 of the aforesaid Mouza and other lands of the said Ganesh Gayen and others absolutely forever and free from all encumbrances;
- C. By another Deed of Exchange dated 11th December, 1994 registered on 14th December, 1994 in the office of ADSR Baruipur and recorded in Book No. I, Volume No. 42 Pages 309 to 314 being No. 3338 for the year 1994 executed between the aforesaid Ganesh Gayen, Gopal Gayen and Shambhu Gayen as the one part and Sri Badal Kundu son of Late Tarakali Kundu, Asim Kundu, Asesh Kundu, Anil Kundu all sons Jiban Krishna Kundu and Jiban Krishna Kundu, since deceased, Maheswar Das and Gopal Chandra Dutta of the other part the said Badal Kundu and others jointly acquired by exchange the remaining part of land admeasuring 15 decimals of land being demarcated part of R.S. & L.R. Plot No. 256 of the aforesaid Mouza and other lands of the said Ganesh Gayen and others absolutely forever and free from all encumbrances;
- D. The said Jiban Krishna Kundu died intestate leaving his aforesaid three sons namely Asim Kundu, Asesh Kundu, Anil Kundu as his legal heirs and none else and they jointly inherited the undivided one-fourth share of their late father in the said landed property admeasuring 30 decimals of land in the aforesaid plot free from all encumbrances;



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- E. By the aforesaid two Deeds of Exchange the aforesaid (1) Badal Kundu, (2) Asim Kundu, (3) Asesh Kundu, (4) Anil Kundu, (5) Maheswar Das and (6) Gopal Chandra Dutta (the said Badal Kundu and others) became the absolute joint owners of demarcated 30 decimals of land out of 60 decimals of land of R.S. & L.R. Plot No. 256 of the aforesaid Mouza free from all encumbrances;
- F. The said Badal Kundu and others on 1st November, 2002 jointly entered into an agreement with M/s. Nirman Associates for development of the said 30 decimals of land being part of the said plot No.256 but due to urgent need of money the said Badal Kundu and others therein described as the Vendors, the said Nirman Associates therein described as the Confirming Party by the Deed of Sale dated 7th November, 2007 corresponding to 20th Kartik 1414 in vernacular registered in the office of SR Baruipur and recorded in Book No. I, Volume No. 2 from Pages 224 to 239 being No. 27 for the year 2008, through their respective duly constituted Attorney sold, transferred and conveyed to the M/s. Global Welfare and Development Trust, the land admeasuring 21 decimals out of 60 decimals being the demarcated portion of said R.S. & L.R Dag No. 256 of the said mouza for the consideration mentioned therein absolutely forever and free from all encumbrances and they got theirs names mutated in the L.R. R.O.R. being No. 869 in respect of their share 3334 part out of 10000 part equivalent to 20 decimals of land therein instead and place of 21 decimals of land in the aforesaid plot;
- G. The said M/s. Global Welfare and Development Trust while seized and possessed of the said 21 decimals out of 60 decimals being the demarcated portion of said R.S. & L.R Dag No. 256 of the said mouza they by Deed of Sale dated 22nd June, 2012 registered in the office of ADSR Baruipur Book No. I, CD Volume No. 21 from Pages 4166 to 4183 being No. 06856 for the year 2012 sold, transferred and conveyed to the M/s. Piyush Realty Udyog Private Limited, and M/s. Gamma Homes Private Limited-the vendors herein the land admeasuring 21 decimals out of 60 decimals being the demarcated portion of said R.S. & L.R Dag No. 256 of the said mouza for the consideration mentioned therein absolutely forever and free from all encumbrances;



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H. Thus the Vendors herein became absolute owners of the land admeasuring 21 decimals of R.S. & L.R. Plot no. 256 lying and situate at Mouza Beraliya, J.L. No. 17, P.S. Baruipur, in the district of South 24 Parganas and they have marketable title thereto.

## THE SCHEDULE "B" ABOVE REFERRED TO (THE SAID PROPERTY)

**ALL THAT** sali land admeasuring 21 (Twenty) decimals out of 60 decimals in R.S. /L.R. Plot No. 256, appertain to L. R. Khatian Nos. 869, of Mouza – Beraliya, J. L. No. 17 within the limit of Mallickpur Gram Panchayat, P.S. – Baruipur in the district of South 24 Parganas presently the subject dag is butted and bounded in the manner following:

On the North : By land of Dag No. 359, Mouza Sultanpur;

On the South : By land of Dag No. 256 & 253; of Mouza Sultanpur

On the East : By 20' Wide Road;

On the West : By land of Dag No. 255; of Mouza Sultanpur

**OR HOWSOEVER OTHERWISE** the said landed property is butted, bounded, called, known, numbered, described and/or distinguished.

## THE SCHEDULE "C" ABOVE REFERRED TO: (THE SAID LANDED PROPERTY)

ALL THAT Sali (Agricultural) Land admeasuring 10 decimals part of undemarcated 21 decimals of land out of total land 60 decimals being the portion of R.S. /L.R. Dag No. 256 appertains to L.R. Khatian No. 869 in Mouza — Beraliya, J. L. No. 17 within the limit of Mallickpur Gram Panchayat, P.S. — Baruipur in the district of South 24 Parganas, shown within the red verge in the plan annexed hereto, together with all easement right attached and belonging thereto.



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IN WITNESS WHEREOF the Vendors and the Purchaser have executed and delivered this Deed of Sale on the day month and year first above written.

EXECUTED AND DELIVERED by	
the within named parties at	
Kolkata in the presence of:	
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[1]	
Go. Md. Mossasol Hossair. -ware No. n, Baseifes.	1. FOR PIYUSH REALTY UDYOG PRIVATE LIMITED
ware No. n, Basenfus.	Dist
lan. 144, Business	DIRECTOR
2. Amen Pohonowill	
Sto and the Ochasouth	2.
860, Sri D.C. Pshaoonica P.O. + Vill - Hallilyon P.S Barnipur Not-) 145. Prusivess	GAMMA HOMES PVT. LTD.
P.S. Barnipus	C. K. Ihaw
(hol-) 145. (summess	Director
	VENDORS
	SILVERLING REALTY PVT. LTD.
	Know Rhome
	Director / Authorised Signal Van
	PURCHASER
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Drafted by me and prepared in my office:

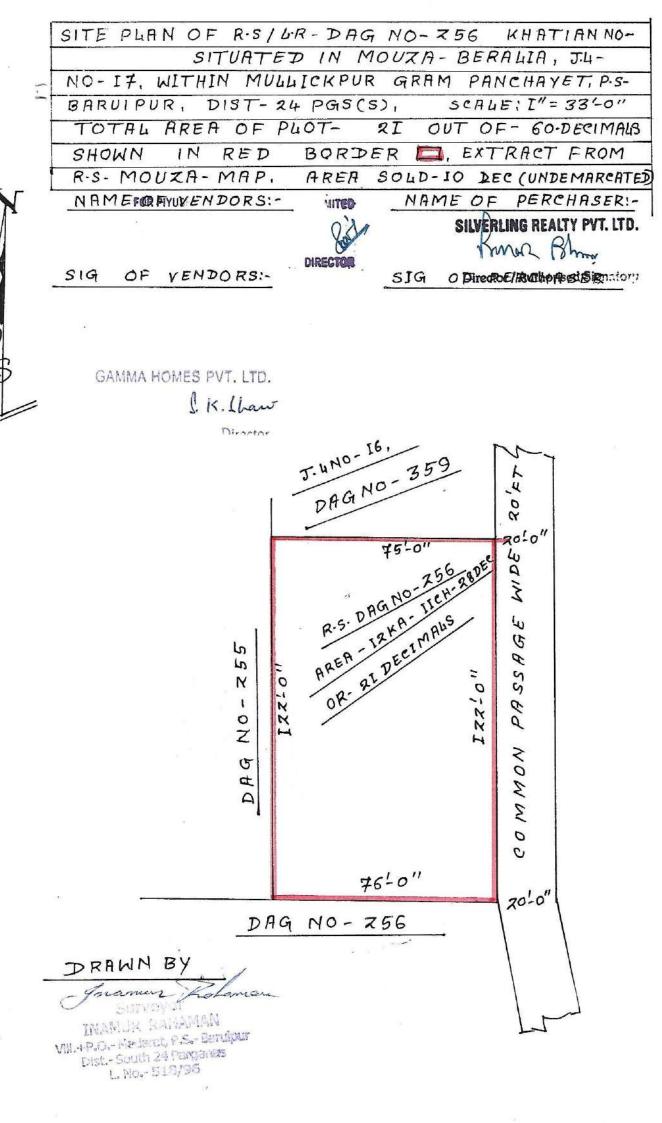
(ASHOK KUMAR SINGH)

Advocate

High Court Calcutta



District Sub-Registrar-IV
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Registration Act 1908
Allpora, South 24 Parganas





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District Sub-Registrar-IV Registrar U/S 7(2) of Registration Act 1908 Allpore, South 24 Parganas

Photo & Signatures of the Executants /Presentants	SPECIMEN FOR TEN FINGERPRINTS					
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SILVERLING REALTY PVT. LTD.					600	
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District Sub-Registrar-IV
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Registration Act 1908
Alipore, South 24 Parganas

### RECEIPT

**RECEIVED** of and from the Purchaser the sum of Rs. 5, 09,090/- (Rupees Five Lakhs Nine Thousand Ninety only) towards within mentioned consideration of the within namedProperty in full and final settlement as per memo below.

### **MEMO**

SN	Chq. No.	Date	Bank and its address	In favor of	Amount (Rs.)
1.	217055	27/08/14	Punjab Q Sind Bonk - chowringhee boranch	M/S. PIYUSH REALTY UDYOG PRIVATE LIMITED	2,54,545/-
2.	217056	27/08/14	)1	M/S. GAMMA HOMES PRIVATE LIMITED	2,54,545/-
	L		TOTAL		5,09,090/-

Rupees Five Lakhs Nine Thousand Ninety only

FOR PIYUSH REALTY UDYOG PRIVATE LIMITED

DIRECTOR

GAMMA HOMES PVT. LTD.

S. 14. Show

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(VENDORS)

### WITNESSES:

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2. Am Polorowske P.O. + Ph. Halliken P.S. Barmpur Kol-145.



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District Sub-Registrar-1v Registrar U/S 7(2) 9f Registration Act 1908 Alipore, South 24 Parsanes



# Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 06764 of 2014 (Serial No. 06972 of 2014 and Query No. 1604L000015027 of 2014)

### On 27/08/2014

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

Presented for registration at 20.45 hrs on :27/08/2014, at the Private residence by Prakash Kumar Bhimrajka Alias Prakash Bhimrajka, Claimant.

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

Execution is admitted on 27/08/2014 by

- Pradeep Kumar Jaiswal
   Director, M/s Piyush Realty Udyog Pvt Ltd, 14f Middle Rd, Thana:-Entaly, District:-South 24-Parganas,
   WEST BENGAL, India, Pin:-700014.
   , By Profession: Business
- Sanjay Kumar Shaw
   Director, Gamma Homes Pvt Ltd, 14a/2 Temple St, Thana:-Bowbazar, District:-Kolkata, WEST
   BENGAL, India, Pin:-700072.
   By Profession: Business
- Prakash Kumar Bhimrajka Alias Prakash Bhimrajka
   Authorized Signatory, Silverling Realty Pvt Ltd, 17 Shyama Prasad Mukherjee Rd,
   Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700025.

   By Profession: Others

Identified By Dipankar Chowdhury, son of Dulal Chowdhury, Boral Majher Para Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700154, By Caste: Hindu, By Profession: Service.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

### On 28/08/2014

### 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.-5,45,450/-

Certified that the required stamp duty of this decurrent is Rs.- 27282 /- and the Stamp duty paid as: Impresive Rs.- 100/-

CISTRICT SEA REGISTRAR-IV

On 29/08/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 4 of Indian Stamp Act 1899.

**Payment of Fees:** 

DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

29/08/2014 17:24:00



# Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 06764 of 2014 (Serial No. 06972 of 2014 and Query No. 1604L000015027 of 2014)

### Amount by Draft

Rs. 6034/- is paid, by the draft number 797558, Draft Date 27/08/2014, Bank Name State Bank of India, Gokhale Road, received on 29/08/2014

( Under Article : A(1) = 5995/-, E = 7/-, H = 28/-, M(b) = 4/- on 29/08/2014 )

### **Deficit stamp duty**

Deficit stamp duty Rs. 27282/- is paid, by the draft number 797555, Draft Date 27/08/2014, Bank: State Bank of India, Gokhale Road, received on 29/08/2014

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(†ridip Misra) 3-REGISTRAR-IV

**DISTRICT SUB-REGISTRAR-IV** 

**EndorsementPage 2 of 2** 

### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 38 Page from 3087 to 3103 being No 06764 for the year 2014.



(Tridip Misra) 01-September-2014 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal