15128/014 TS-29 15442/2014

भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL P 868919

Q 36254/14 11-30 17/12/14 Addl. Registrar of Assurances-II Kolkata 15/5/15

ARA II

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

Additional Registrar of Assurances-II, Kolkata 17/12/14

CONVEYANCE

1. **Date:** 17th DECEMBER, 2014

2. **Place:** Kolkata

3. **Parties:**

3.1 **BISWAJIT MONDAL,** son of Late Bablu Mondal, by religion-Hindu, by occupation-business, residing at Kalikapur under Patharghata Gram Panchayat, District -24 Parganas (North) Police Station Rajarhat (**PAN BUSPM4641Q**) PIN-700135

(**Vendor**, includes successors-in-interest and/or assigns)

AND

82890

SAMRAT MUKHERJI
ADVOCATE
NICCO HOUSE, 2nd Floor
1B & 2, Hare Street,
Kolkata-700 001

NAME.....
ADD.....
Rs.....
- 9 SEP 2014
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

- 9 SEP 2014

Identified by me
Sanj Kumar Das
S/o Late B.B. Das
10, old Post Office Street
Kolkata - 700001
Law Clerk

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3.2 **M/s SASWAT DEVELOPER PRIVATE LIMITED**, a limited Company, registered under the Companies Act, 1956, represented by its Director, **TRILOCHAN SHARMA** son of Sri Banwari Lal Sharma having its office at Om Tower, 9th Floor, 32, Jawaharlal Nehru Road Chowringhee Kolkata-700071 **(PAN AAKCS4828D)**

(**Purchaser**, includes his successors-in-interest and/or assigns)

Vendor and Purchaser collectively **Parties** and individually **Party**.

NOW THIS INDENTURE OF CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Indenture of Conveyance:

Transfer of Land: ALL THAT piece and parcel of Danga land admeasuring about 10 (ten) decimals out of 15 (fifteen) decimals situate at Mouza Kalikapurgram, comprised in R.S Dag no (Hal). 683, J.L. no. 40, Touzi no (Hal). 10, L.R. Khatian no. 424(Kri), 1439, District-24 Parganas (North) Police Station Rajarhat under Pathorghata Gram Panchayet within the Additional District Sub-Registry office, Bidhannagar, Salt Lake City under the Government of West Bengal togetherwith all rights of easement thereto **(Said Plot)** morefully described in Schedule hereunder.

5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Original Land Owners:** (Smt) Minati Bhattacharjee wife of late Rabindranath Bhattacharjee, Sri Mithun Bhattacharjee son of late Rabindranath Bhattacharjee and Miss Piu Bhattacharjee daughter of late Rabindranath Bhattacharjee, jointly inherited all that piece and parcel of land situate at Danga land admeasuring about 15 (fifteen) decimals situate at Mouza Kalikapurgram, comprised in R.S Dag no (Hal). 683, Touzi no (Hal). 10, L.R. Khatian no. 424(Kri) District-24 Parganas (North) Police Station Rajarhat under Pathorghata Gram Panchayet, within the Additional District Sub-Registry office, Bidhannagar, Salt Lake City under the Government of West Bengal from the recorded owner, Rabindranath Bhattacharjee, now deceased **(Said Land)**.

5.1.2 **Deed of Gift**: By a Deed of Gift dated 31st December 2002 registered in Book no. I, CD Volume no. I pages 15379 to 15388 being no. 00807 for the year 2008 the said (Smt) Minati Bhattacharjee and Miss Piu Bhattacharjee transferred their 2/3rd interest of the 15 (fifteen) decimal i.e 10 (ten) decimals of the said Land, by way of a gift, herein above referred to as the Said Plot, in favour of Sri Mithun Bhattacharjee.

5.1.3 **Deed of Transfer**: Further by a Bengali Deed of Conveyance dated 2nd November 2011 registered in Book no. I, CD vol no. 20 from pages 15316 to 15327 being no.

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12465 for the year 2011said Mithun Bhattacharjee, transferred and conveyed all his right, title and interest over the said Plot in entirety in favour of Biswajit Mondal, the Vendor, herein for valued consideration mentioned therein.

5.1.4 **Mutation:** Said Biswajit Mondal having thus become the owner of the said Plot duly recorded in his name in the record of rights before the concerned Block Land and Land Reforms Office.

5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenant with the Purchaser regarding encumbrances as follows:

5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition or requisition of the Said Plot and declared that the Said Plot is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

5.2.2 **No Encumbrance by Act of Vendor:** The Vendor has 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 Plot or any part thereof can or may be impeached, encumbered or affected in title.

5.2.3 **Right, Power and Authority to Transfer:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Plot to the Purchaser.

5.2.4 **No Dues:** No revenue, cess, tax or imposition in respect of the Said Plot is due to the Government or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Vendor.

5.2.5 **No Right of Preemption:** No person or persons whosoever have/had/has ever claimed any right of preemption over and in respect of the Said Plot or any part thereof.

5.2.6 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Plot or any part thereof.

5.2.7 **Free From All Encumbrances:** The Said Plot is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor and the title of the Vendor to the Said Plot is free, clear and marketable.

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5.2.8 **No Personal Guarantee:** The Said Plot is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.2.9 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from agreeing to sell, assign, transfer and/or alienate the Said Plot or any part thereof.

6. Basic Understanding

6.1 **Agreement to Assign and Transfer:** The Vendor has approached the Purchaser and offered to sell the Said Plot to the Purchaser and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its various sub-clauses above (collectively **Representations**), has agreed to purchase the Said Plot from the Vendor, free from all encumbrances and with *khas*, vacant, peaceful and physical possession of all parts and portions of the Said Plot together with the right of easement attached thereto.

7. Transfer

7.1 **Hereby Made:** That in pursuance of the said Agreement and in consideration of the said sum of ₹. 15,00,000/- (Rupees Fifteen lakh) only of lawful money well and truly paid by the **Purchaser** unto the **Vendor** doth hereby as well and as by the receipt hereunder given admits and acknowledge and the Vendor confirms and of and from the same, and every part thereof do hereby acquit, release and for ever discharge the Purchaser and all easements and other rights in respect thereof as well as the said Plot hereby conveyed and sold the Vendor do hereby absolutely and indefensibly grant, convey, sell, transfer, assign and assure unto the Purchaser free from all encumbrances **ALL THAT** piece and parcel of Danga land admeasuring about 10 (ten) decimals out of 15 (fifteen) decimals situate at Mouza Kalikapurgram, comprised in R.S Dag no (Hal). 683, J.L. no. 40, Touzi no (Hal). 10, L.R. Khatian no. 424(Kri), 1439 District-24 Parganas (North) Police Station Rajarhat under Pathorghata Gram Panchayet with the Additional District Sub-Registry office, Bidhannagar, Salt Lake City under the Government of West Bengal **AND** all the estate, right title and interest inheritance and demand whatsoever of the Vendor into and upon the said Plot **AND THE** Vendor do hereby covenant with the Purchaser that the **NOTWITHSTANDING** any act, deed, matter or thing by the Vendor, done or executed or knowingly suffered to the contrary to the Vendor are absolutely seized and possessed of or otherwise well and sufficiently entitled to an estate equivalent to an absolute estate or inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances mortgages, charges, attachments, liens, lispendens, judgments, orders, decrees trusts and encumbrances whatsoever created or made by the Vendor **AND THAT** the Vendor now have good rightful power and absolute authority to grant convey, sell transfer, assign and assure the said Plot hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser and that the **PURCHASER** shall and may at all times hereafter

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peaceably and quietly enjoy the said Plot and receive the rents issues and profits thereof without any lawful, eviction interruption claim or demand whatsoever from or by the Vendor or any person lawfully equitably claiming from under and clearly and absolutely acquitted, exonerated and released and well and sufficiently indemnified by and at the cost of the Vendor from and against all manner or claim mortgages charges, liens debts, attachments, judgments decrees and encumbrances created or made by the Vendor and all person legally or equitably claiming any estate right, title and thereof from under or in trust for them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or caused to be done or executed all such assurances nets, deeds, matters and things for further better and more perfectly granting, selling, transferring or assuring the said Plot and every part and parcel thereof unto and to the user of the **Purchaser** as shall or may be reasonably required **and together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature, free from all encumbrances and with *khas*, vacant, peaceful and physical possession of the Said Plot.

7.2 **Consideration:** The aforesaid Deed of Conveyance is being made in consideration of a sum of ₹. 15,00,000/- (Rupees fifteen lakh) only paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo 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 encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions and liabilities whatsoever.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the said Plot and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Plot.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about his authority to grant, sell, lease, assign and transfer the Said Plot and this Indenture is being accepted by the Purchaser on such express indemnification, which if found

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defective at any time, the Vendor shall, at all times hereafter, at their costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenant that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of the aforesaid.

8.2.2 **Transfer of Property Act:** all obligations and duties of Vendor and Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of all parts and portions of the Said Plot has been handed over by the Vendor to the Purchaser.

8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Plot, relating to the period till the date of this of Transfer, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

8.5 **Holding Possession:** The Vendor hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Plot at 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein.

8.6 **No Objection to Mutation:** The Vendor declare that the Purchaser is fully entitled to mutate her name in all public and statutory records and the Vendor hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendor and empower and authorize the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertake to cooperate with the Purchaser in all respect to cause mutation of the Said Plot in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

Schedule abovereferred to:
(Said Plot)

ALL THAT piece and parcel of Danga land admeasuring about 10 (ten) decimals out of 15 (fifteen) decimals situate at Mouza Kalikapurgram, comprised in R.S Dag no (Hal). 683,

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J.L. no. 40, Touzi no (Hal). 10, L.R. Khatian no. 424 (Kri), 1439 District-24 Parganas (North) Police Station Rajarhat under Pathorghata Gram Panchayet with the Additional District Sub-Registry office, Bidhannagar, Salt Lake City under the Government of West Bengal togetherwith all rights of easement thereto and plan showing the demarcated area bordered with RED thereon being bounded as follows:-

ON THE NORTH	:	By portion of Hal R.S Dag no. 683.
ON THE EAST	:	By portion of Hal R.S Dag no. 684.
ON THE SOUTH	:	By portion of Hal R.S Dag no. 863
ON THE WEST	:	By portion of Hal R.S Dag no. 864.

9. Execution & Delivery

9.1 **In Witness Whereof** and in support of the aforesaid contract the Parties have executed and delivered this instrument on the day, month and year written above.

For SASWAT DEVELOPER PVT. LTD.

Director

Vendor

Purchaser

TRILOCHAN SHARMA

Drafted by me

SAMRAT MUKHERJI
ADVOCATE (HIGH COURT)
WB 803/1993

Witnesses:

Signature: Ananda Mukherjee	**Signature:**
Name: Ananda Mukherjee	**Name:** Rajesh Rustagi
Father's Name: Late Nirmal Chandra Mukherjee	**Father's Name:** Sri Omprakash Rustagi
Address: 308, M.N.K Road, Kolkata-700036	**Address:** Flat no. 4C, 5/1, Rameshwar Shaw Road Kolkata-700 014

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
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MEMO OF CONSIDERATION

Amounts paid by the Purchaser and received by the Vendor as mentioned in Clause 7.2 hereinabove:

Mode	Date	Bank	Amount	Favouring
Demand Draft no. 331964/14	16.12.2014	Oriental Bank of Commerce	₹. 9,00,000.00	Biswajit Mondal
Demand Draft no. 331965/14	16.12.2014	Oriental Bank of Commerce	₹. 6,00,000.00	Biswajit Mondal
		Total:	**₹. 15,00,000.00**	

[Rupees fifteen lakh only]

Vendor

1) Ananda Mukherjee

2)

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

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SPECIMEN FORM FOR TEN FINGERPRINTS

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

ADDITIONAL REGISTRAR
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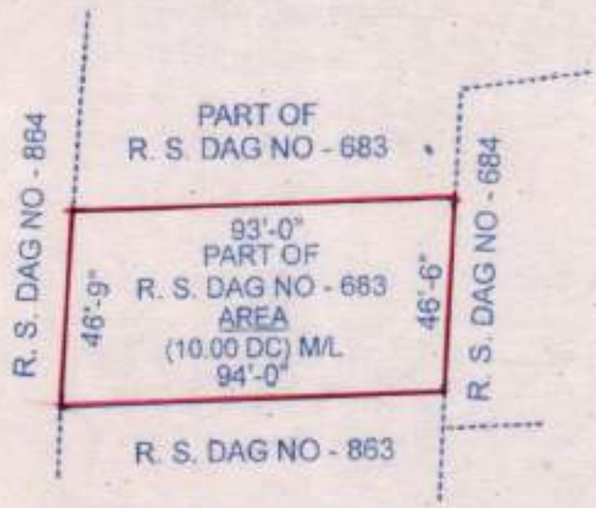
1 7 DEC 2014

SITE PLAN OF PART OF R.S. DAG NO. 683 AT MOUZA - KALIKAPUR, J.L. NO. 40, R.S. NO. 1439, L.R. KHATIAN NO. 424, P.S. - RAJARHAT, DIST. - NORTH 24- PARGANAS, UNDER PATHORGHATA GRAM PANCHAYET.

AREA OF LAND :- 10.00 DEC. (MORE OR LESS)
SHOWN IN RED COLOUR

N



For SASWAT DEVELOPER PVT. LTD.

Director

SASWAT DEVELOPERS PRIVATE LIMITED

SIG. OF PURCHASER

SRI BISWAJIT MONDAL

SIG. OF VENDOR

Traced By:

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA

17 DEC 2014

Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.R.A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 15128 / 2014, Deed No. (Book - I , 15442/2014)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Trilochan Sharma Om Tower, 9th Floor,, 32, Jawaharlal Nehru Road, Chowringhee, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700071	 17/12/2014	 LTI 17/12/2014	17-12-2014

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Biswajit Mondal Address -Kalikapur, Patharghata Gram Panchayet, Kol, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 17/12/2014	 LTI 17/12/2014	
2	Trilochan Sharma Address -Om Tower, 9th Floor,, 32, Jawaharlal Nehru Road, Chowringhee, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700071	Self	 17/12/2014	 LTI 17/12/2014	

Name of Identifier of above Person(s)
Saroj Kumar Das
10, Old Post Office Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001

Signature of Identifier with Date
Saroj Kumar Das
17/12/2014

ADDL. REGISTRAR OF ASSURANCES CALCUTTA

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA
17 DEC 2014

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA

 17/12/2014

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

Endorsement For Deed Number : I - 15442 of 2014

(Serial No. 15128 of 2014 and Query No. 1902L000036254 of 2014)

On 17/12/2014

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.

Payment of Fees:

Amount By Cash

Rs. 16763.00/-, on 17/12/2014

(Under Article : A(1) = 16665/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 17/12/2014)

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.-15,15,150/-

Certified that the required stamp duty of this document is Rs.- 75778 /- and the Stamp duty paid as: Impresive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 26730/- is paid , by the draft number 988744, Draft Date 17/12/2014, Bank : State Bank of India, JADU BABUS BAZAR, received on 17/12/2014
2. Rs. 49000/- is paid , by the draft number 988745, Draft Date 17/12/2014, Bank : State Bank of India, JADU BABUS BAZAR, received on 17/12/2014

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

Presented for registration at 11.20 hrs on :17/12/2014, at the Office of the A.R.A. - II KOLKATA by Trilochan Sharma ,Claimant.

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

Execution is admitted on 17/12/2014 by

1. Biswajit Mondal, son of Late Bablu Mondal , Kalikapur, Patharghata Gram Panchayet, Kol, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Business
2. Trilochan Sharma
   Director, M/s. Saswat Developer Pvt Ltd, Om Tower, 9th Floor,, 32, Jawaharlal Nehru Road, Chowringhee, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700071.
   , By Profession : Business

Identified By Saroj Kumar Das, son of Late B B Das, 10, Old Post Office Street, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Law Clerk.

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA
17 DEC 2014

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

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

Endorsement For Deed Number : I - 15442 of 2014
(Serial No. 15128 of 2014 and Query No. 1902L000036254 of 2014)

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

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-II CALCUTTA

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA
17 DEC 2014

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
17 DEC 2014

CONVEYANCE

DATED THIS 17TH DAY OF DECEMBER, 2014

BETWEEN

SRI BISWAJIT MONDAL

.... **VENDOR**

AND

M/S SASWAT DEVELOPERS PRIVATE LIMITED

.... **PURCHASER**

SAMRAT MUKHERJI
ADVOCATE
BLOCK 'B' 2ND FLOOR NICCO HOUSE
2, HARE STREET KOLKATA-700 001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 77
Page from 2352 to 2366
being No 15442 for the year 2014.

Seal of the Additional Registrar of Assurances-II, Kolkata

(Dulal chandraSaha) 20-December-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal