1-05974/2014 DIA NON JUDICIAL

পन्চियवका पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

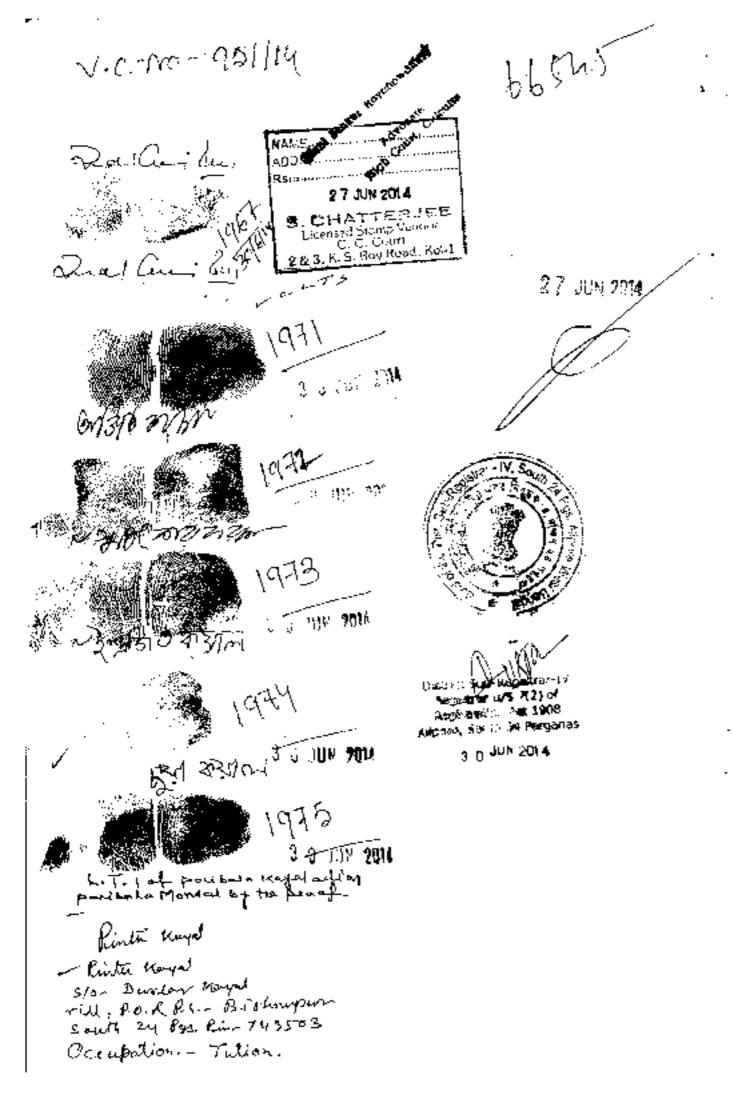
2 Date: 30th Juno 2014

Place: DSR-IV, ALIPORE

₂ 3. Parties:

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3.1 AJIT KAYAL son of Late Prabbas Kayal by faith Hindu, by Nationality Indian, by occupation Cultivation / Service/ Business residing at Sarmasterchak, Doulatpor, P.S. Bishnupur, Kolkate – 700104, having E.C. No. WB/18/110/003485 and Pan No. CWUPK3825P.

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- 3.2 SUJIT KAYAL son of Late Prabhas Kayal by faith Hiodu, by Nationality Indian, by occupation Cultivation /Service/ Business residing at Sarmasterchak, Doulatpur, P.S. Bishnepur, Kolkata 700104, having E.C. No. WB/18/110/003076 and Pan No. CYBPK1992A.
- 3.3 INDRAJIT KAYAL son of Late Prabhas Kayal by faith Hindu, by Nationality Indian, by occupation Cultivation / Service / Business residing at Sarmasterchak, Doulatpur, P.S. Bishnopur, Kolkata – 700104, having E.C. No. WB/18/130/003443 and Pan No. DHQPK6015P.
- 3.4 PARIBALA KAYAI. ALIAS PARIBALA MONDAL daughter of Late Prabhas Kayai and wife of Sri Bhim Mondal, by faith Hindu, by Nationality Indian, by occupation Cultivation /Service/ Business/House wife residing at Naskar Para, Rasapunja, P.S. Bishnupur, Kolkata - 700104, having E.C. No. KKC2670750.
- 3.5 CHAYYA KAYAL daughter of Late Prabhas Kayal by faith Hindu, by Nationality Indian, by occupation Cultivation /Service/ Business/House wife residing at Sarmasterchak, Doulatpur, P.S. Bishnupur, Kolkata - 700104, having P.C. No. WB/18/110/003537 and Pan No. DHQPK6014N.

(Collectively Vendors, includes successors in interest).

AND

- 3.6 MRINAL CAN'TI ROY son of Late Chunifal Roy, by religion Hindu, by occupation – Business residing at 25, Sourin Roy Road, P.S. Behala, Kolkata – 700034, Pan No. ADHPR5657A.
- 3.7 MAULA GAZI son of Late Mosarat Hossain Gazi, by religion Muslim, by occupation Business, residing at Vill & P.O. Parlan, P. S. Bishoupur, Dist South 24-Parganas, Kolkata 700104, Pan No. AKLPG0251A.



(PURCHASERS which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor/s in office and assigns)

Vendors and Purchasers collectively Parties.

NOW THIS CONVEYANCE WITNESSES:

- Subject Matter of Conveyance:
 - 4.1 Said Land: ALL THAT piece and parce) of Land measuring 14 decimal more or less comprised in Mouza Sarmasmaterchak, R.S. Dag No. 100/169 corresponding L.R. Dag No. 129, R.S. Khatian No. 74 corresponding L.R. Khatian No. 97, J.L No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSR Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below.
- 5. Representations, Warrantics and Covenants of the Vendors:
 - 5.1 Representations, Warranties and Covenants on Chain of Title:
 - 5.1.1 Ownership of Prabhas Kayal son of Late Sukhamay Kayal Prabhas Kayal son of Late Sukhamay Kayal was the sole and absolute owner of the ALL THAT piece and parcel of Land measuring 14 decimal more or less comprised in Mouza Sarmasmaterchak, R.S. Dag No. 100/169 corresponding L.R. Dag No. 129, R.S. Khatian No. 74 corresponding L.R. Khatian No. 97, J.L. No. 37, R.S. No. 327, Police Station Bishnapur, District South 24, Parganas, ADSR Bishnapur, Margana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below.
 - 5.1.2 Demised of Prabhas Kayal and Devolution of Interest: Prabhas Kayal died intestate and his wife Bhagbati Kayal and 3[three] sons namely. Aft Kayal, Sujit Kayal, Indrajit Kayal, and 2[two] daughters namely. Paribala Kayal alias Paribala Mondal and Chhaya Kayal his right, title and interest in the Land.



- 5.1.3 Demised of Bhaghati Kayal and Devolution of Interest: Bhaghati Kayal died intestate and her 3[three] sons namely Ajit Kayal, Sujit Kayal, Indrajit Kayal, and 2[two] daughters namely Paribala Kayal alias Paribala Mondal and Chhaya Kayal her right, title and interest in the Land.
- 5.1.4 Ownership of Ajit Kayal [Vendor No. 3.1 herein], Sujit. Kayal [Vendor No. 3.2 herein], Indrajit Kayal [Vendor No. 3.3 herein], Paribala Kayal alias Paribala Mondal [Vendor No. 3.4herein] and Chhaya Kayal [Vendor No. 3.5herein]: By virtue of inheritances Ajit Kayal[Vendor No. 3.1 herein], Sujit Kayal[Vender No. 3.2 herein], Indrafit Kayal[Vendor No. 3.3 herein], Paribala Kayal alias Paribala Mondal[Vendor No. 3.4 herein] and Chhaya Kaya)[Vendor No. 3.5herein] are the joint owners of the ALL THAT piece and parcel of Land measuring 14 decimal more or less comprised in Mouza Sarmasmaterchak, R.S. Dag No. 100/169 corresponding L.R. Dag No. 129, R.S. Khatian No. 74 corresponding L.R. Khatian No. 97, J.J. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSR Bishoupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below.
- 5.1.5 Vendors. The Vendor No. 3.1herein, the Vendor No. 3.2 herein, the Vendor No. 3.3 herein, the Vendor No. 3.4 herein, the Vendor No. 3.5 herein collectively Vendors.
- 5.1.6 Ownership of Vendors: In the aforesaid circumstances Vendors are the joint owners of the ALL THAT piece and parcel of Land measuring 14 decimal more or less comprised in Mouza Sarmasmaterchak, R.S. Dag No. 100/169 corresponding L.R. Dag No. 129, R.S. Khatian No. 74 corresponding L.R. Khatian No. 97, J.I. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSR Bishnupur, Margana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below and free from all encumbrances and possession in the Said Land till date
- 5.1.7 Absolute Owners, in the manner stated above, the Vendors have become the absolute joint owners of the



Said Larkl and are in Possession of the Said Property. The witness and identifier of this Agreement/Conveyance declares that the Vendors/ Owners of the Said Property is well known to them and further declared that she/ he/they take the responsibility that if at the time of delivery of Possession from the Vendors/Owners to Purchaser any dispute arises with regard to the delivery. of peaceful possession, the witness and identifier will face the consequences and take suitable step to meet up the problem. This liability is binding upon him/them. And the witnesses and identifier will be liable to refund the advanced/consideration money to the Purchaser if at any point of time the executed Document presented before the Purchaser proved as false or fraud in future of such incident takes place the said refund will be made by the witnesses end identifier with all cost within 15 days from the date of discloser. If the Vendors, witness and identifier fails to comply with aforesand terms and conditions mentioned in Clause No. 5.1.1 to 5.1.6, the purchaser will have the right for recovery of Actual value and cost by creeting charge upon the any land of Vendors, witness and identifier and the Vendors, witness and identifier, also agreed with this view by the Purchaser for this Act of purchaser the Vendors, witness and identifier, will not take any legal step against the Porchaser.

- 5.1.8 True and Correct Representations: The Vendors are the undisputed joint owners of the Said Land, such ownership having been acquired in the manner shifted in Clauses 5.1.1 to 51.7 above, the contents of which are all true and correct.
- 5.2 Representations, Warranties and Covenants on Encumbrances:
 - 5.2.1 No Acquisitlon/Requisition: The Vendors have not received any notice from any authority for acquisition or requisition of the 5aid Land and declare that the Said Land is not affected by any scheme of the Gram Panchayat/ Municipal Authority or Government or any Statutory Body.
 - 5.2.2 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or provy to any act, deed, matter or thing.



- whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in bile.
- 5.2.3 Right, Power and Authority to Sell: The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, trensfer, assign and assure the Said Land to the Purchaser.
- 5.2.4 Free from all Encumbrances: The Said Land is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments. Its pendens, uses, debutters, trusts, prohibitions, bargadars Income Tax Attachment, Financial Institution charges 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 Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Land is free, clear and marketable.
- 5.2.5 No Personal Guarantee: The Said Land is not afferted by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.6 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority probabiling the Vendors from selling, transferring and/or alienating the Said Land or any part thereof.

Background:

6.1 Agreement to Seil and Purchase: The Vendors have approached and offered to sell the Said Land and the Purchaser, based on the representations, warranties and covenants mentioned to Clause 5 and its sub-clauses above (collectively Representations), has agreed to purchase the Said Land.

7. Transfer:

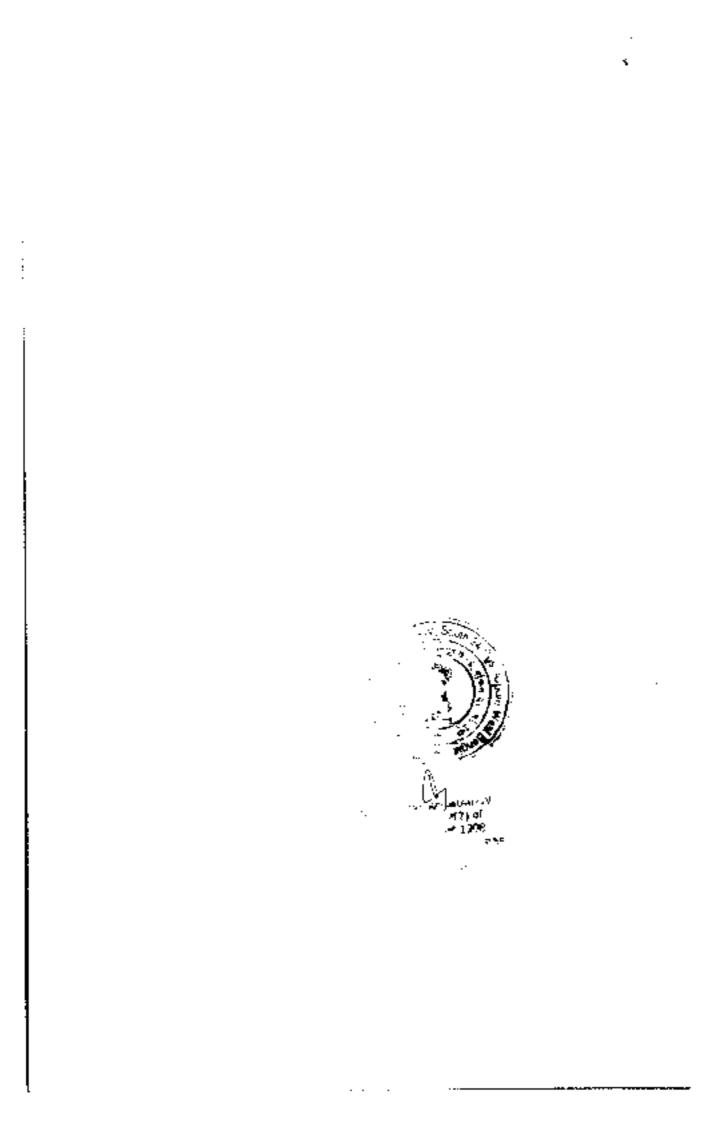
Conveyance: The Vendors hereby sell, convey and transfer to the Purchases, free from all encumbrances, the entirety of the Vendors right, title and interest of whatsoever or howsoever nature in the Said Land, being ALL THAT piece and parcel of Land measuring 14 decimal more or less comprised in Mouza Sarmasmaterchak,



R.S. Dag No. 100/169 corresponding L.R. Day No. 129, R.S. Rhatian No. 74 corresponding L.R. Khatian No. 97, J.L No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSR Bishnupur, Mangana Magura, under the Kulerdari Gram Panchayat, District 24Parganas (South) [Said Land], described in the Schedule below

Consideration: The sale, conveyance and transfer of the Said Land is being made in consideration of a sum of Rs. 17,00,000/[Indian Rupees Eleven Lac] only paid to the Vendors, the entirety of which has been received by the Vendor and the Vendors have executed the Receipt and Memo of Consideration below to admit and acknowledge the same.

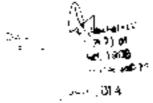
- 8. Terms of Transfer:
- 8.1 Salient Terms: The transfer being affected by this Conveyance is:
 - 8.1.1 Sale: A sale within the meaning of the Transfer of Property Act. 1882.
 - 8.1.2 Absolute: Absolute, irroversible and perpetual.
 - 8.1.3 Free from encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encombrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, bargaders, Income Tax Attachments, Financial histitution charges, reversionary rights, residuary rights and statutory prohibitions and habilities whatsoever.
- 8.2 Together With: The transfer being affected by this Conveyance is together with all other rights the Vendors have in the Said Land and all other appearenances thereto including but not limited to customary and other rights of easements for Seneticial use of the Said Land.
- 8.3 Subject To: The transfer being affected by this Conveyance is subject to:
 - 8.3.1 Indemnification: Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendors about the correctness of the Vendor's title, the Representations and



authority to sell, which if found defective or untrue at any time, the Vendors shall, at the Vendors own costs, expenses, risk and responsibility, forthwith take all necessary steps to temove and/or rectify

- 8.3.2 Transfer of Property Act: All obligations and duties of Vendors and vendoe as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder
- 8.4 Delivery of Possession: Khas, vacant and peaceful possession of the Said Land has been handed over by the Vendors to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 8.5 Outgoings: All statistory taxes, surcharge, outgoings and levies of or on the Said Land, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendor hereby indemnifies and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.6 Holding Possession: The Vendors 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 Land 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 persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendors.
- 8.7 Indemnity: The Vendors hereby covenant that the Vendor or any person claiming under the Vendor's in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or its successors-in-interest, of, from and against any loss, clamage, costs, charges and expenses which may be suffered by the Purchaser and/or its successors-in-interest by reason of any defect in title of the Vendors or any of the Representations being found to be untrue.





- 8.7 Indomnity by the Introducer as well as identifier and Witness: The introducer as well as identifier and witness of this Deed of Conveyance will be liable to any dispute if so arises in relation to this land and they will solve the problem accordingly in this respect the purchaser and Purchaser's Advocate will not bear any responsibility. It is also stated that ownership of the land in relation to title and Possession to be proved—exclusively by the Owner/Vendor, the identifier as well as introducer.
- Searching in relation to the Title: Searching in relation to the Title conducted by the Furchaser, identifier as well as introducer and/or Wimess so far it is learnt from them and above stated persons have confirmed their title in relation to the Land are going fully well about the marketable title of the Land are going to execute this Deed of Conveyance. This Deed of Conveyance is executed totally based upon the document/allied paper supplied and information by the Purchaser, Owner/Vendur and identifier as well as introducer. In this respect the Purchaser's Advocate will not bear any responsibility. The title of the Land is very much with in the knowledge of the Purchaser, identifier as well as introducer and/or Witness. In this respect the Purchaser's Advocate will not bear any responsibility.
- 8.9 Further Acts: The Vendors hereby covenant that the Vendor or any person claiming under the Vendor, shall and will from hime to time and at all times hereafter, upon every request and cost of the Purchaser and/or its successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Land.



Schedule (Said Land) [Subject Matter of Sale]

ALL THAT piece and parcel of Land measuring 14 decimal more or less comprised in Mouza Sarmasmaterchak, J.L. No. 17, R.S. No. 327, Police Station Bishnupur, District South 24, Parganas, ADSR Bishnupur, Margana Magura, under the *Kulerdari* Gram Parchayat, District 24Parganas (South), and several R.S. and L.R. Dag and L.R. Khatian Nos. as follows

R.S. Dag No.	L.R. Khan an No	Classificati on	Dag in	Sold Area in decimal more or less
100/169 129	97	Sali	56	14

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land delineated in the Plan annexed and bordered in colour Red thereon and butted and bounded as follows:

On the North : R.S. Dag No. 125

On the East : R.S. Dag No. 126

On the South : R.S. Dag No. 100/169

On the West . R.S. Dag No. 100/168



Execution and Delivery:

9.1 In witness whereof the Vendors and Purchaser have executed and delivered this instrument of Conveyance on the date given above.

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[Purchaser]

[Vendors[

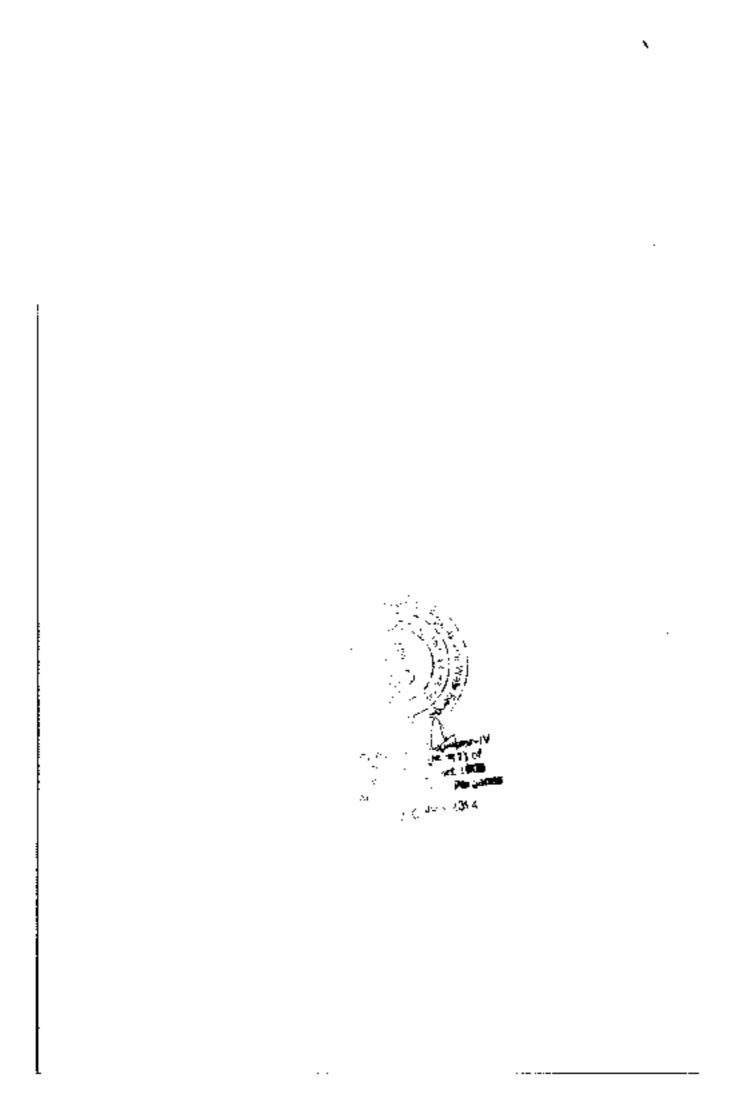
Witnesses:

1. Pinta Kaya 3/0 - Duzlar Hoyal

VILL, RO. R.P.S. - Birthrupung

2. South 24 Pss. Pin, 74 55 03

Consoft Bonnager. 100 Falls H. Redmisse. 101 Jan Wishow food Road, 201 Kara - Fornage.



Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 11,00,000/- [Indian Rupees Eleven Loc] only Itowards full and final payment of the Consideration receivable by the Vendors under this Conveyance, in the following manner:

Mode	Date	Rank	Amount[Rs.]
071401	01.10,20/3	Dena Bonk	10,00,000/-
669198	01.10.2013	Dera Omk	1,00,000/-
		Total Re.	11,00,000/-
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[Vendors]

1.772. CT Paribala Mondal by the Pan of Cirlia Keyal

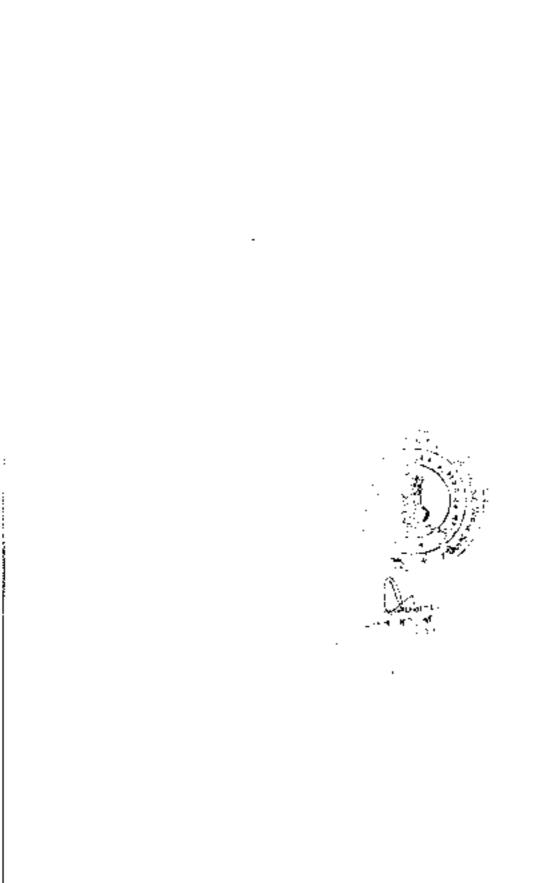
Witnesses:

1. Pinta trayal

2. Janey Fitzaningan

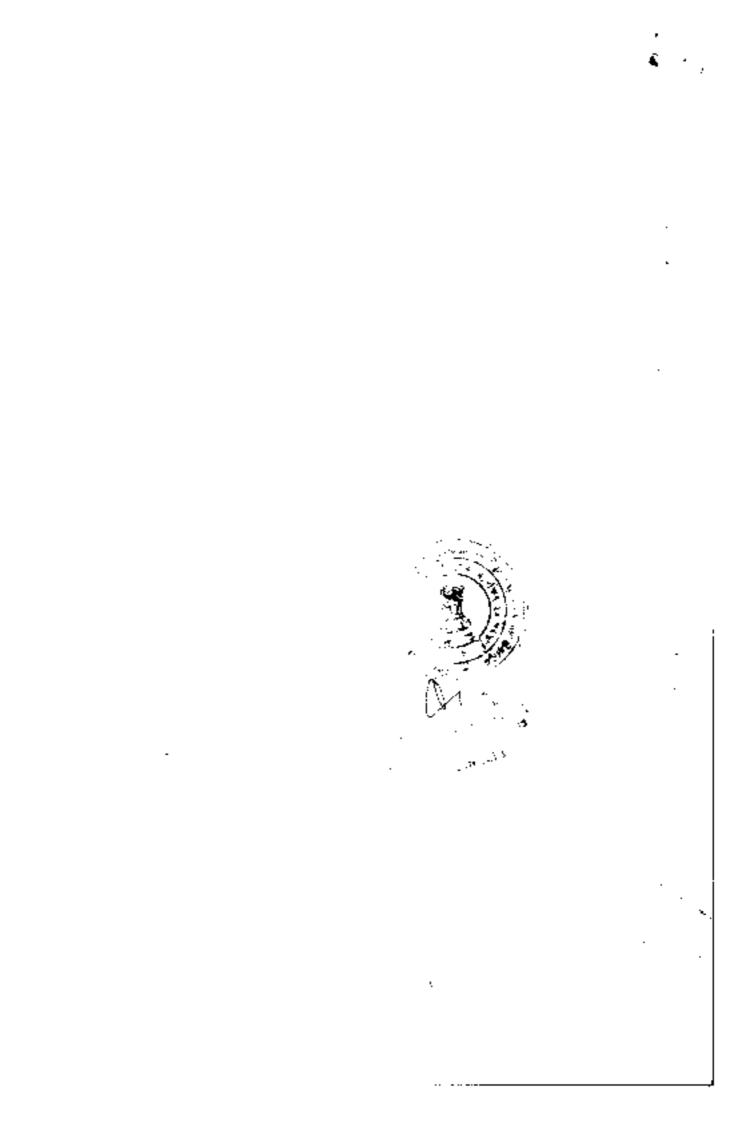
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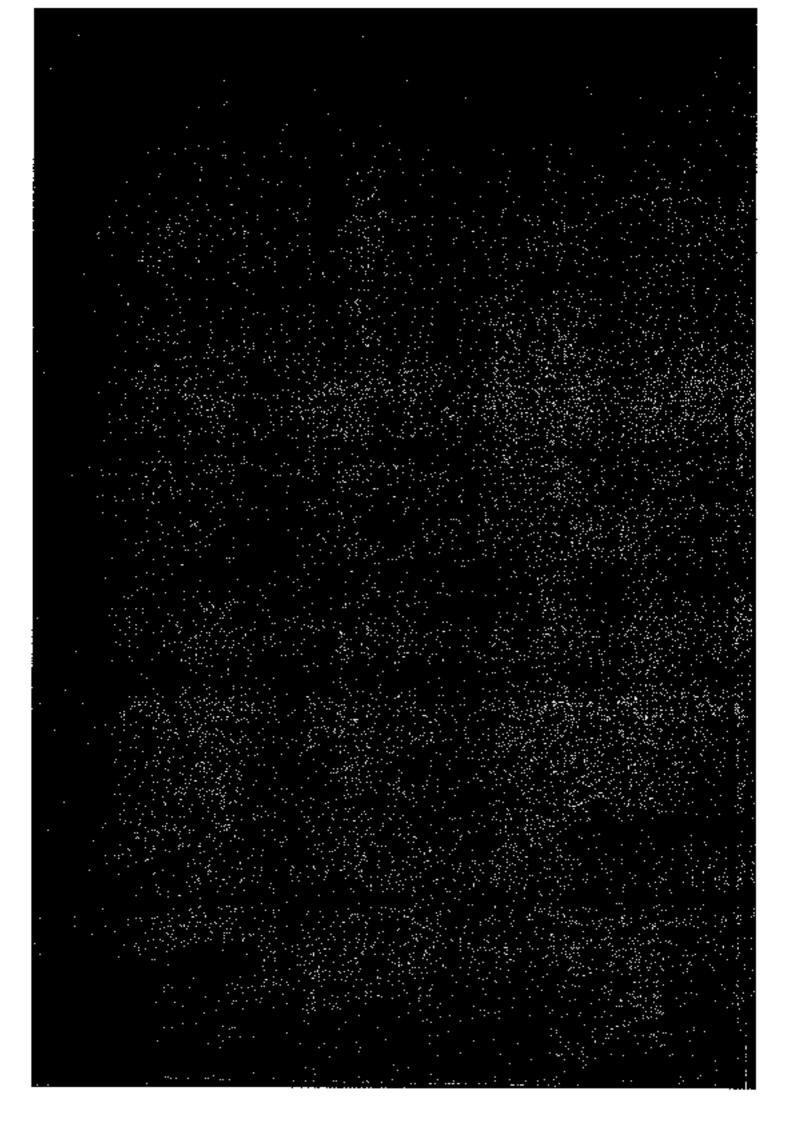
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Government of West Bongal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 05043 / 2014

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Maula Gezi Address -Parlan, , Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104	Self		LT1	Harly 22
			07/08/2014	07/08/2014	

Name of Identifier of above Person(s)

Mani Senkar Roy Chowdhury High Court Calcutte, District: Kolkata, WFST BENGAL, India, Signature of Identifier with Date

04/08/2014

DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS

Page 1 of 1

. 07/08/2014





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

Endorsement For Deed Number : 1 - 05974 of 2014 (Serial No. 05043 of 2014 and Query No. 1604L080011717 of 2014)

On 30/06/2014

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

Presented for registration at 19.40 hrs. on :30/06/2014, at the Private residence, by Mrinet Canti Roy , one of the Claimants.

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

Execution is admitted on 30/06/2014 by

- Ajlt Kayal, son of Late Prabhas Kayal., Sarmasterchak Doulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Hindu, By Profession: Cultivation
- Sujit Kayal, son of Late Prabhas Kayal, Samesterchak Doulatpur, Thana:-Bishnupur, District:-South-24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Hindu, By Profession : Cultivation
- 3. Indrejit Kayal, son of Late Prabhas Kayal , Şarmasterchak Doutatpur, Thana:-Bishnupur, District; South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Hindu, By Profession : Cultivation
- 4. Paribala Kayal Alias Paribala Mondal, daughter of Late Prabhas Kayal , Naskar Para Rasapunja, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Hindu, By Profession: House wife
- Chayya Kayal, daughter of Late Prabhas Kayal, Sarmasterchak Doulatpur, Thana:-Bishnupur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700104, By Caste Hindu, By Profession: House wife
- 6. Mrinal Canti Roy, son of Late Chunilal Roy , 25 Sourin Roy Rd, , Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste Hindu, By Profession : Business

Identified By Pintu Kayat, son of Durlay Kayat, Bishnupur, Thana:-Bishnupur, District:-South 24-Parganes, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Tridip Misra) DISTRICT SUB-REGISTRAR-IV

On 02/07/2014

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.-11,20,000/-

Certified that the required stamp duty of this document is Rs.- 56010 /- and the Stamp duty paid as: tmpresive Rs.- 50/-

(Tridip Milera)
DISTRICT SUB-REGISTRAR-IV

On 17/07/2014

Payment of Fees:

(Tridip Misra) DISTRICT SUB-REGISTRAR-IV

কেন্দ্র কার্যাল কর্মান ক্রিক্তি

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

Endorsement For Deed Number : I - 05974 of 2014 (Serial No. 05043 of 2014 and Query No. 1604L000011717 of 2014)

Amount By Cash

Rs. 12348.00/-, on 17/07/2014

(Under Article: A(1) = 12309/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 17/07/2014)

Deficit stamp duty

Deficit stamp duty Rs. 56010/- is paid , by the draft number 561299, Draft Date 17/07/2014, Bank : State Bank of India, Kolkata High Court Branch, received on 17/07/2014

> (staiM qibhT) DISTRICT SUB-REGISTRAR-IV

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Alexandra (a. a. a. A. A. Sanga, alikuwa 1994 ang ang ang ang

On 07/08/2014

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, 4 of Indian Stamp Act 1899.

Admission of Execution (Under Section 5B, W.B. Registration Rules, 1962)

Execution is admitted on 07/08/2014 by

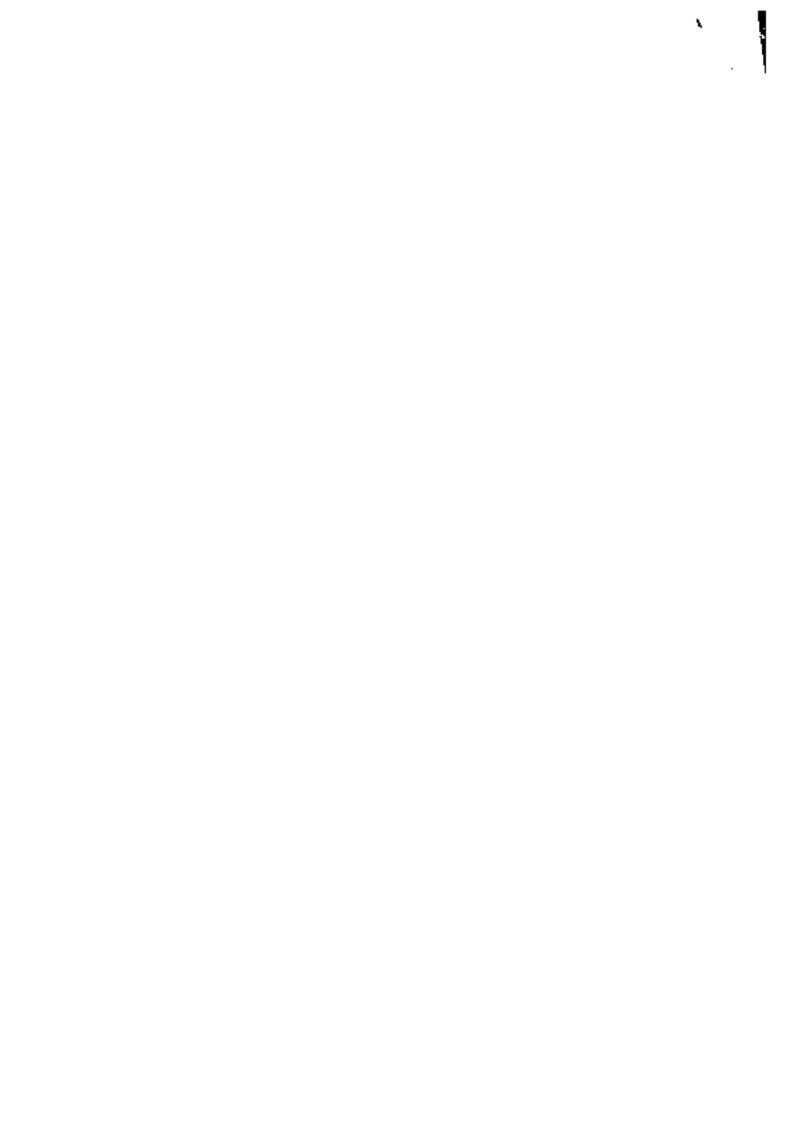
 Maule Gazi, son of Late Mosaraf Hossain Gazi , Pailan, , Thana; Bishnupur, District: South 24-Parganas, WEST BENGAL, India. Pln :-700104, By Caste Muslim, By Profession : Business.

Identified By Mani Sankar Roy Chowdhury, son of ..., High Court Calcutta, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

> (Tridip Misra) DISTRICT SUB-REGISTRAR-IV

(Tridip Misra) DISTRICT SUB-REGISTRAR-IV

THE PROPERTY OF THE PROPERTY O





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 34 Page from 943 to 961 being No 05974 for the year 2014.



(Tridly Misra) 08-August-2014 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal