05068/2014 5291/2014 KDH/234 TEN RUPEES रूपये **RS.10** INDIA NON JUDICIAL 79AA 334848 WEST BENGAL



Certified that the Document is assessed to Registration. The Signature Sevent and the hed to this document endorsement streets attac are the part of this Docum

Additional Registrar Lugaressii, Kolkate

1438

CONVEYANCE

2. Place: Kolkata

3. **Parties**

1.

26/04

Amban Bhottachay



SHIVBHAKTI CONSTRUCTIONS PRIVATE LIMITED

Anibem Shattachay

Biseder / Authorised Signatory



- 7 APR 2013





Manatosh Beestya 56 Suzeasa Ch. Pscusya Poetulia Cohardha Car 119





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

Endorsement For Deed Number : I - 05291 of 2014 (Serial No. 05068 of 2014 and Query No. 1902L000011145 of 2014)

On 26/04/2014

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

Presented for registration at 17.35 hrs on :26/04/2014, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 26/04/2014 by

- Milton Baishya, son of Kanti Ranjan Baishya, Old Calcutta Road, Dangapara, Kol, Thana:-Khardaha, P.O.:-Rahara, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Others, By Profession: Others
- Anirban Bhattacharya
 Authorised Signatory, Shivbhakti Construction Pvt Ltd, 2nd Floor, 101, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.
 By Profession: Others

Identified By Manotosh Baishya, son of Late S C Baishya, Patulia, Kol, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700119, By Caste: Hindu, By Profession: Business.

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

On 28/04/2014

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.-4,99,999/-

Certified that the required stamp duty of this document is Rs.- 25020 /- and the Stamp duty paid as: Impresive Rs.- 10/-

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

On 02/05/2014

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 Draft

Rs. 5587/- is paid, by the draft number 297043, Draft Date 28/04/2014, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 02/05/2014

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(Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

02/05/2014 12:44:00



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

Endorsement For Deed Number : I - 05291 of 2014 (Serial No. 05068 of 2014 and Query No. 1902L000011145 of 2014)

(⊎nder Article : A(1) = 5489/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 02/05/2014)

Deficit stamp duty

Deficit stamp duty Rs. 25020/- is paid , by the draft number 297042, Draft Date 28/04/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 02/05/2014

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



ADDITIONAL REGISTRAR
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ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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3.1 **Milton Baislya**, son of Kanti Ranjan Baishya, residing at Old Calcutta Road, Dangapara, Post Office Rahara, Police Station Khardah, Kolkata-7000____, District North 24 Parganas

(Vendor, includes successors-in-interest)

And

3.2 Shivbhakti Constructions Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101, Park Street, Police Station Park Street, Kolkata 700016 [PAN AASCS6859G], represented by its authorized signatory, Anirban Bhattacharya, son of Giridhari Bhattacharya, of 99A, Park Street, Police Station Park Street, Kolkata-700016 (Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

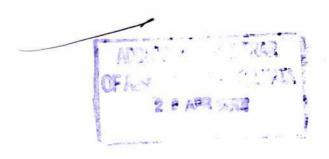
NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as danga (highland) measuring 3.3 (three point three) decimal, more or less [equivalent to 2 (two) cottah, more or less], out of 56 (fifty six) decimal together with the right to ingress and egress through the 12' (twelve feet) wide common passage and 8' (eight feet) wide common passage, being demarcated as Plot No. 6, comprised in R.S. Dag No. 768, corresponding L.R. Dag No. 1587, recorded in L.R. Khatian No. 2346, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayat (PGP), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below (Said Property) and the Said Property is delineated and demarcated on Plan annexed hereto and bordered in colour Red thereon and together also with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Ownership of Mother Property: Binod Bala Baishya was the sole, recorded and absolute owner of land classified as danga (highland) measuring 56 (fifty six) decimal, being entirety of R.S. Dag No. 768, corresponding L.R. Dag No. 1587, recorded in L.R. Khatian No. 2346, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (Mother Property), free from all encumbrances
- 5.1.2 **Demise of Binod Bala Baishya:** On 12th January, 2001, Binod Bala Baishya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving, his 3 (three) sons, namely, (1) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya (2) Nilendu Kumar Baishya and (3) Santosh Kumar Baishya and his









- only daughter, Gouri Baishya, as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Binod Bala Baishya in the Mother Property, free from all encumbrances.
- 5.1.3 **Demise of Nilendu Kumar Baishya:** On or about 20th January, 2005, Nilendu Kumar Baishya, a Hindu bachelor, governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind him surviving, his 2 (two) brothers, namely, (1) Bimalendu Kumar Baishya *alias* Bimal Kumar Baishya and (2) Santosh Kumar Baishya, and his only sister, Gouri Baishya, as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of share of Late Nilendu Kumar Baishya in Mother Property, free from all encumbrances.
- 5.1.4 Ownership of Bimalendu & Ors.: By virtue of the Hindu Succession Act (1) Bimalendu Kumar Baishya alias Bimal Kumar Baishya (2) Santosh Kumar Baishya and (3) Gouri Baishya (collectively Bimalendu & Ors.) became the joint and absolute owners of the Mother Property, free from all encumbrances.
- 5.1.5 Formation of Plots: Bimalendu & Ors., for commercial exploitation of the Mother Property, jointly formed several plots of land and decided to transfer such plots to any intending purchasers for valuable consideration. The Said Property is a forming part of such plots and also a forming part of the Mother Property.
- 5.1.6 Sale to Vendor: By a Deed of Conveyance dated 7th March 2012, registered in the Office of Additional District Sub-Registrar, Barrackpore, in Book No. I, CD Volume No. 6, at Pages 6998 to 7012, being Deed No. 02481 for the year 2012, Bimalendu & Ors. jointly sold, conveyed and transferred their right, title and interest in the Said Property out of the Mother Property, in favour of the Vendor, free from all encumbrances.
- 5.1.7 Absolute Ownership of Said Property: In the abovementioned circumstances the Vendor has become the sole and absolute owner of the Said Property out of Mother Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 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 Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.



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- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 No Right of Pre-emption: No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars 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 or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively Representations).
- 6.2 Surrender/Transfer of Rights: Maa Amba Infrastructure Private Limited, having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (First Company) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata -700007 (Second Company) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.





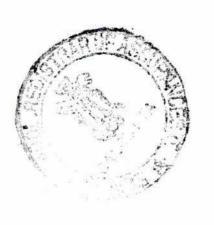


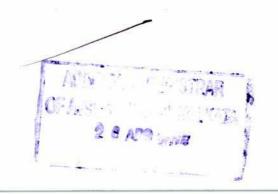


7. Transfer

- 7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the Schedule below, being land classified as danga (highland) measuring 3.3 (three point three) decimal, more or less [equivalent to 2 (two) cottah, more or less], out of 56 (fifty six) decimal together with the right to ingress and egress through the 12' (twelve feet) wide common passage and 8' (eight feet) wide common passage, being demarcated as Plot No. 6, comprised in R.S. Dag No. 768, corresponding L.R. Dag No. 1587, recorded in L.R. Khatian No. 2346, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property is delineated and demarcated on Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.4,99,999/- (Rupees four lac ninety nine thousand nine hundred and ninety nine) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutter, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars 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 or the Vendor's predecessors-in-title.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.



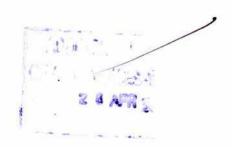




- 8.2.2 **Transfer of Property Act:** All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- Holding Possession: The Vendor hereby covenants that the Purchaser and the 8.5 Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively 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 from under or in trust from the Vendor and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding anything contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved cut) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and gives up each and everyone of the aforesaid rights.
- Indemnity: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, 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 and assigns by reason of any encumbrance on the Said Property.
- 8.7 **No Objection to Mutation and Conversion:** The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property from agricultural to non-agricultural/housing for construction of a housing complex and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining agricultural and (b) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes 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 undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and conversion of the nature of use and classification thereof from agricultural to non-agricultural/housing and in this regard shall sign all documents and papers as required by the Purchaser.

8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule (Said Property)

Land classified as danga (highland) measuring 3.3 (three point three) decimal, more or less [equivalent to 2 (two) cottah, more or less], out of 56 (fifty six) decimal together with the right to ingress and egress through the 12' (twelve feet) wide common passage and 8' (eight feet) wide common passage, being demarcated as Plot No. 6, comprised in R.S. Dag No. 768, corresponding L.R. Dag No. 1587, recorded in L.R. Khatian No. 2346, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayat, Sub-Registration District Barackpore, District North 24 Parganas and the Said Property is delineated and demarcated on Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North : By 12' (twelve feet) wide common passage

On the East : By Plot No. 5

On the South : By Plot No. 9

On the West : By 8' (eight feet) wide common passage

Together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

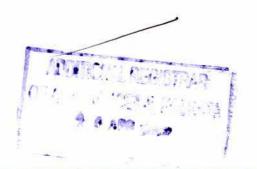
The Said Property is tabulated in the Chart below:

Mouza	R.S Dag No.	L.R. Dag No.	L.R. Khatian No.	Total Area of <i>Dag</i> (in decimal)	Total Area sold (in decimal)	Name of the Owner
Patulia	768	1587	2346	56	3.3	Milton Baishya









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

Milton Baishya]
[Vendor]

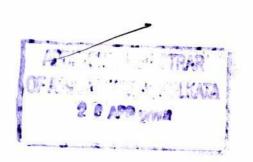
[Shivbhakti Constructions Private Limited]
[Authorized Signatory]

[Purchaser]

Drafted By

Witnesses:	Ão.
Signature many ,	SignatureRhamm
Name Clarictosh Backy	Name Amitana Bhozimian
Father's Name guseash ch. Bas	Father's Name P. H. Bhowmich
Address Patrolia	Address 27/1/1. Ath para Com
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Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.4,99,999/(Rupees four lac ninety nine thousand nine hundred and ninety nine) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order vide No. 003210	25.04.2014	Axis Bank Ltd.	4,99,999/-
		Total	4,99,999/-

Milton Bains

[Milton Baishya] [Vendor]

Witnesses:

Signature Baushan

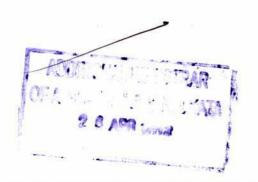
Name Manahosh Poceisly

Signature_

Name

Homtona

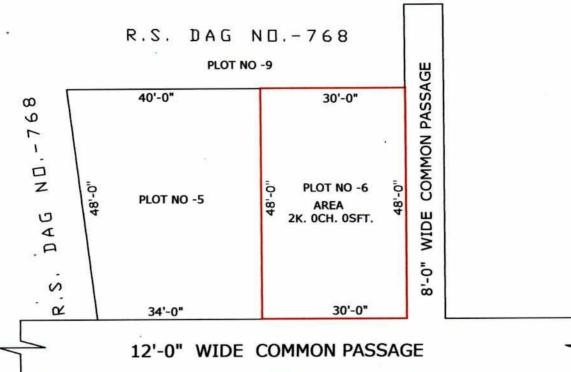




SITE PLAN OF R.S. DAG NO.- 768 CORRESPONDING L.R. DAG NO.- 1587, L.R. KHATIAN NO.- 2346, MOUZA- PATULIA, J.L. NO.- 4, P.S. - KHARDAHA UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS

Total Area in Dag No.768 is 56 Decimal





SHIVBHAKTI CONSTRUCTIONS PRIVATE LIMITED

Director / Authorised Signatory

Milton Bain

NAME & SIGNATURE OF THE VENDOR:

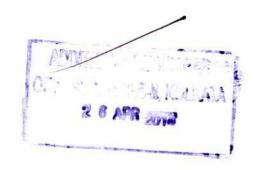
NAME & SIGNATURE OF THE PURCHASER:

LEGEND: 3.3000 DECIMAL EQUIVALENT TO 02K. 0CH. 0 SFT. DEMARCATED DANGA LAND OUT OF 56 DECIMAL IN R.S. DAG NO. 768 CORRESPONDING L.R. DAG NO. 1587.

SHOWN THUS:







SPECIMEN FORM TEN FINGER PRINTS

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Dated this 26" day of April , 2014

Between

Milton Baishya ...Vendor

And

Shivbhakti Constructions Private Limited ...Purchaser

CONVEYANCE

Plot No. 6
Portion of R.S. Dag No. 768
L.R. Dag No. 1587
Mouza Patulia
Police Station Khardah
District North 24 Parganas

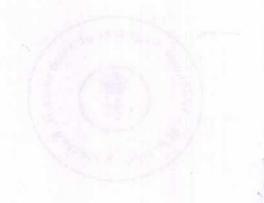
Saha & Ray

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

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 25 Page from 600 to 614 being No 05291 for the year 2014.



(Dulal chandraSaha) 06-May-2014 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal