

Report above the Signature Sheet and the endorsement sheets attached to this document are the part of this Document

Acta nal Registra of Assurances-1 Krikate 10.11.14

**CONVEYANCE** 

Date: 12.10.2014

2. Place: Kolkata

Parties:

1.

3.

3.1

3.2

Mujahid Hussain Sardar *alias* Mojahit Hussain Sardar, son of Abul Kalam Sardar, residing at Uttarkumrakhali, Narendrapur, 25, Sonarpur, Kolkata-700103, Police Station Sonarpur [PAN DBYPS4822Q]

Moshiur Rahaman Sardar *alias* Masiyur Rahaman Sardar, son of Abul Kalam Sardar, residing at Majher Para, Rajpur, Sonarpur, Kolkata-700103, Police Station Sonarpur [PAN DOOPS5001A]



Sold To...... Rs Addr. P. K. DAS (Govt) LICENSED STAMP VENTOR 11A, Mirza Ghalib Street, Kul-87 L. No-285, Romanni Sign. Sujata Ghosh Advocate High Court Calcutta

Moshim Rahaman Sardar.

5954L

Moshim Rahaman Sandar.



Menabiel Harrin Sandan

Solo sete Suchie Smyort NILL- Rom Rendryten (RAMCHANDRAPUR) 8.2- Somerfor D P.O Nonenbruch Xoy- 103 Rienerce



- 3.3 Bablu Mondal, son of Ratan Mondal, residing at Kumrakhali, Paschim Para, Ward No.25, Sonarpur, Kolkata-700103, South 24 Parganas [PAN AQRPM5611J]
- 3.4 Sujay Paul, son of Late Shyam Paul, residing at 412D/4A, Netaji Subhash Chandra Bose Road, Jadhavpur, Kolkata-700047, Police Station Jadhavpur [PAN ASLPP3835F]

(hereinafter collectively referred to as Vendors, which includes successors-ininterest)

#### And

- 3.5 Arit Dealcom Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 6A, Elgin Road, Kolkata-700020, Police Station- Bhawanipur (CIN U70102WB2014PTC200696) [PAN AAMCA5227G], being represented by its Authorised signatory Ram Naresh Agarwal, son of late Nand Kishore Agarwal, by faith Hindu, by Occupation-Service
- 3.6 Akshi Vyapar Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 2nd Floor, 6A, Elgin Road, Kolkata-700020, Police Station- Bhawanipur (CIN U70102WB2014PTC200692), [PAN AAMCA5210H], being represented by its Authorised signatory Ram Naresh Agarwal, son of late Nand Kishore Agarwal, by faith Hindu, by Occupation-Service

(hereinafter collectively referred as Purchasers, includes successors-in-interest).

Vendors and Purchasers are collectively referred to as Parties and individually as Party.

### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as *Bagan* but presently lying vacant measuring 13 (thirteen) decimal, more or less, out of 71 (seventy one) decimal, more or less, comprised in R.S./L.R. *Dag* No. 592, recorded in R.S. *Khatian* No. 238, L.R. *Khatian* Nos. 1528, 1529, 1530 and 1531, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas (Said Property), morefully described in the Schedule below, delineated in Plan attached herewith 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 Vendors in the Said Property and appurtenances and inheritances for access and user thereof, being free from all encumbrances.

5. Background, Representations, Warranties and Covenants of the Vendors:-

5.1 Representations and Warranties Regarding Title: The Vendors represent, warrant and covenant regarding title as follows:



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five) decimal, more or less, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas, vide R.S. *Khatian* No. 238 (subsequently assessed as L.R. *Khatian* No. 256) (Larger Property).

- 5.1.2 Demise of Jaharlal Ghosh: Jaharlal Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Santilata Ghosh and 5 (five) sons, namely, Asim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, as his only legal heirs and heiress (collectively Legal Heirs Of Jaharlal Ghosh), who inherited the entirety of the Larger Property, jointly and in equal share.
- 5.1.3 Sale to Kamala Rani Ghosh: By a Deed of Conveyance dated 26th April, 2006, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 127, at Pages 53 to 62, being Deed No. 6367 for the year 2006, the Legal Heirs Of Jaharlal Ghosh jointly sold to Kamala Rani Ghosh, wife of Late Sunil Kumar Ghosh, land measuring 33 (thirty three) decimal, more or less, out of the Larger Property, i.e. the Said Property herein, being the subject matter of this conveyance. Kamala Rani Ghosh subsequently recorded her name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 1084.
- 5.1.4 Sale to Vendors: By a Deed of Conveyance dated 7th January, 2009, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. I, CD Volume No. 1, at Pages 996 to 1007, being Deed No. 00078 for the year 2009, Kamala Rani Ghosh sold to Vendors the entirety of the Said Property.
- 5.1.5 Record of Rights: The Vendors recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 1528, 1529, 1530 and 1531.
- 5.1.6 Absolute Ownership of Vendors: In the aforesaid circumstances, by virtue of purchase and records of rights, the Vendors have become the joint owners of the Said Property, each of them having equal undivided share therein.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property has not been affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 No Excess Land: The Vendors do 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 Vendors: The Vendors have 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 Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 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 Vendors.
- 5.2.6 No Right of Preemption: No person or persons whosoever have/had/has any right of preemption 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 Vendors 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: as on the date of registration of this deed, the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors 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 Property is free, clear and marketable.
- 5.2.9 No Personal Guarantee: The Said Property has not been 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

6.1 Sale of Said Property: The basic understanding between the Vendors and the Purchasers is that the Vendors shall sell the Said Property to the Purchasers, 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 Purchasers shall purchase the same from the Vendors, , each of the Purchaser shall have the following share therein:

Name of the Purchaser	R.S./L.R. Dag	Area (in Decimal)
Arit Dealcom Private Limited	592	10 decimal
Akshi Vyapar Regency Private Limited	592	3 decimal



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Total Area Conveyed In This Deed 13 decimal

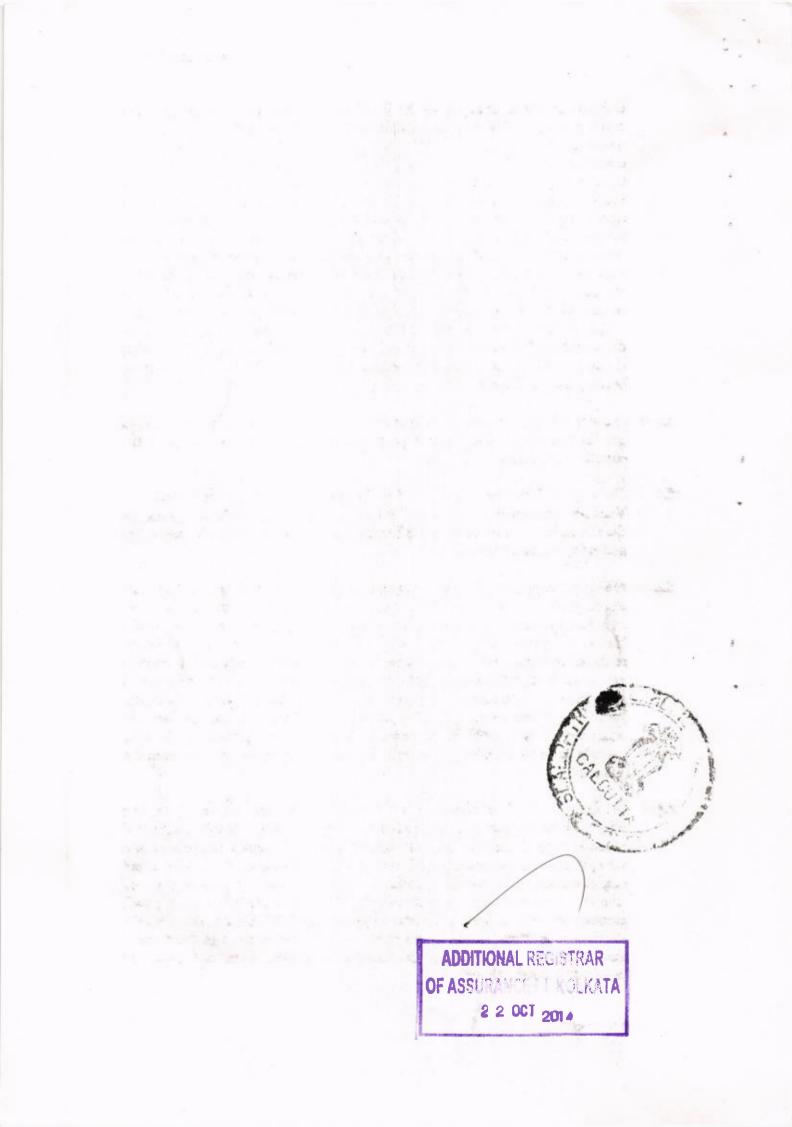
BS Associates, Advocates

### 7. Transfer

7.1 Hereby Made: The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, i.e. land classified as *Bagan* but presently lying vacant measuring 13 (thirteen) decimal, more or less, out of 71 (seventy one) decimal, more or less, comprised in R.S./L.R. *Dag* No. 592, recorded in R.S. *Khatian* No. 238, L.R. *Khatian* Nos. 1528, 1529, 1530 and 1531, *Mouza* Manikpur, J.L. No. 77. Police Station Sonarpur, District South 24 Parganas together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

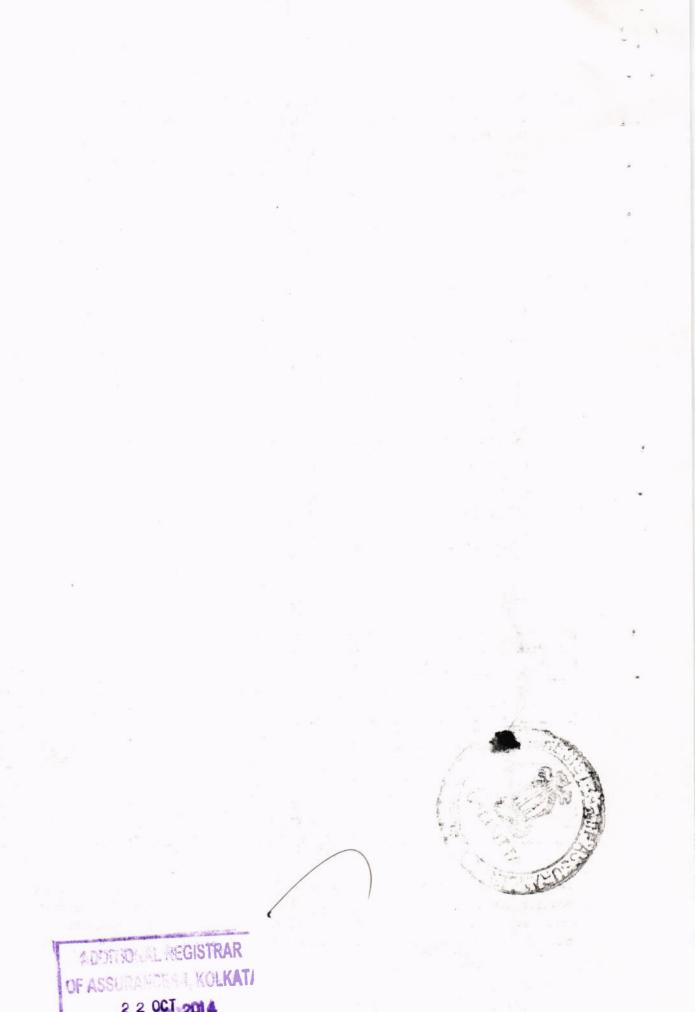
7.2 Consideration: The aforesaid transfer is being made in consideration of a total sum of Rs.23,59,500/-(Rupees twenty three lac fifty nine thousand and five hundred) (Consideration) paid by the Purchasers, receipt of which the Vendors herein as well as in Receipt of Miemo below, written, admit and acknowledge.

- 3. 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: as on the date of registration of this deed, 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, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendors 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.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have 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: express indemnification by the Vendors about the correctness of the Vendors' title, Vendors' authority to scll and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors, which if found



defective or untrue at any time, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors. forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity, shall, at all times hereafter, indemnifies and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest by reason of the aforesaid. Pertinent to mention herein that, if any of the representations, warranties of Vendors as aforesaid is found to be defective or untrue, the Vendors shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify the same and if the Purchasers' think it necessary to execute any document for further or more perfectly assuring the title of the Said Property, the same shall be executed by the Vendors but the cost in this regard is to be born by the Purchasers.

- 8.2.4 Transfer of Property Act: all obligations and duties of vendors and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: the Vendors hereby declare and confirm that, the Vendors hereby deliver vacant and peaceful possession of the Said Property to the Purchasers and hereinafter the Purchasers shall be entitled to hold, possess and enjoy the Said Property.
- 8.4 Holding Possession: The Vendors hereby covenant that the Purchasers and the Purchasers' assignees 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 to the use of the Purchasers 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 Purchasers by the Vendors, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.5 No Objection to Mutation: The Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' names in all concerned public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoints the Purchasers as the constituted attorney of the Vendors and empowers and authorizes the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorizies, the Vendors undertake to cooperate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.



2 2 OCT 2014

Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or Purchasers' 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 Property.

#### Schedule

### [Subject Matter of Sale] (Said Property)

Land classified as *Bagan* but presently lying vacant measuring 13 (thirteen) decimal, more or less. out of 71 (seventy one) decimal, more or less, comprised in R.S./L.R. *Dag* No. 592, recorded in R.S. *Khatian* No. 238, L.R. *Khatian* Nos. 1528, 1529, 1530 and 1531, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas, delineated in Plan attached hereto and boarded in colour Red thereon and the said *Dag* is butted and bounded as follows:

On the North	;	By R.S. <i>Dag</i> No. 591
On the East	:	Partly By R.S. <i>Dag</i> No. 592
On the South	:	By 16' Feet Wide Municipal Road
On the West	:	By R.S. <i>Dag</i> No. 587

The Said Property is tabulated below:

R.S./L.R. Dag	Total Area	R.S. Khatian	L.R. <i>Khatian</i>	Recorded Share	Area Recorded	Area Conveyed	Name of the Recorded Owner
592	71 decimal	238	1528	1162 out of 10000	9 decimal	3.25 decimal	Mujahid Hussain Sardar <i>alias</i> Mojahit Hussain Sardar
592	71 decimal	238	1529	1162 out of 10000	8 decimal	3.2.5 decimal	Moshiur Rahaman Sardar <i>alias</i> Masiyur Rahaman Sardar
592	71 decimal	238	1550	1162 of 10000	8 decimal	3.25 decimal	Sujay Paul
592	71 decimal	238	1531	1162 out of 10000	8 decimal	3.25 decimal	Bablu Mondal
			Total Area Conveyed In This Deed			13 decimal	

Together with all title, benefits, liberties, paths, passages, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

8.6



ADDITIONAL REGISTRAR OF ASSURANCES & KOLKATA 2 2 OCT 2014

# 9. Execution and Delivery

9.1

In Witness Whereof the Vendors have executed and delivered this Conveyance on the date mentioned above.

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Mupahid Hossin Sardar Alias Mojahit (Mujahid Hussain Sardar <i>alias</i> Mojahit Hussain Sardar)	Moshim Rahaman Sardar (Moshiur Rahaman Sardar <i>alias</i> Masiyur Rahaman Sardar)
Sei Boba non lal	Suj appaule
(Bablu Mondal)	(Sujay Paul)
[Ver	ndors]

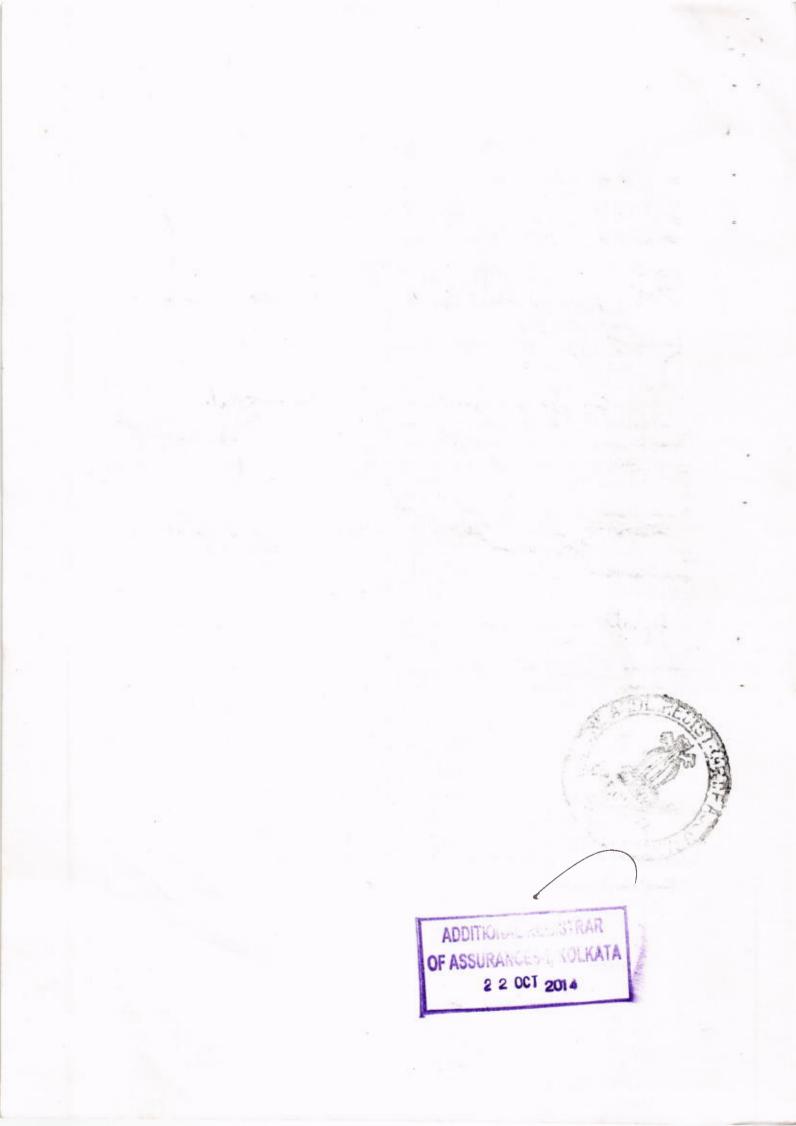
Drafted By:

Lat

Sujata Ghosh, Advocate High Court at Calcutta

Witnesses:

Talis Hosea	in right Signature Yogees Mode
Signature	Signature
Name	
Father's Name Leile Ala	uddinmopather's Name Girdhar Gopal Mali
Address Manikpas. 4	tarénar i Address GA, Elgin Road,
P.S. conal PUS.	



### Receipt And Memo of Consideration

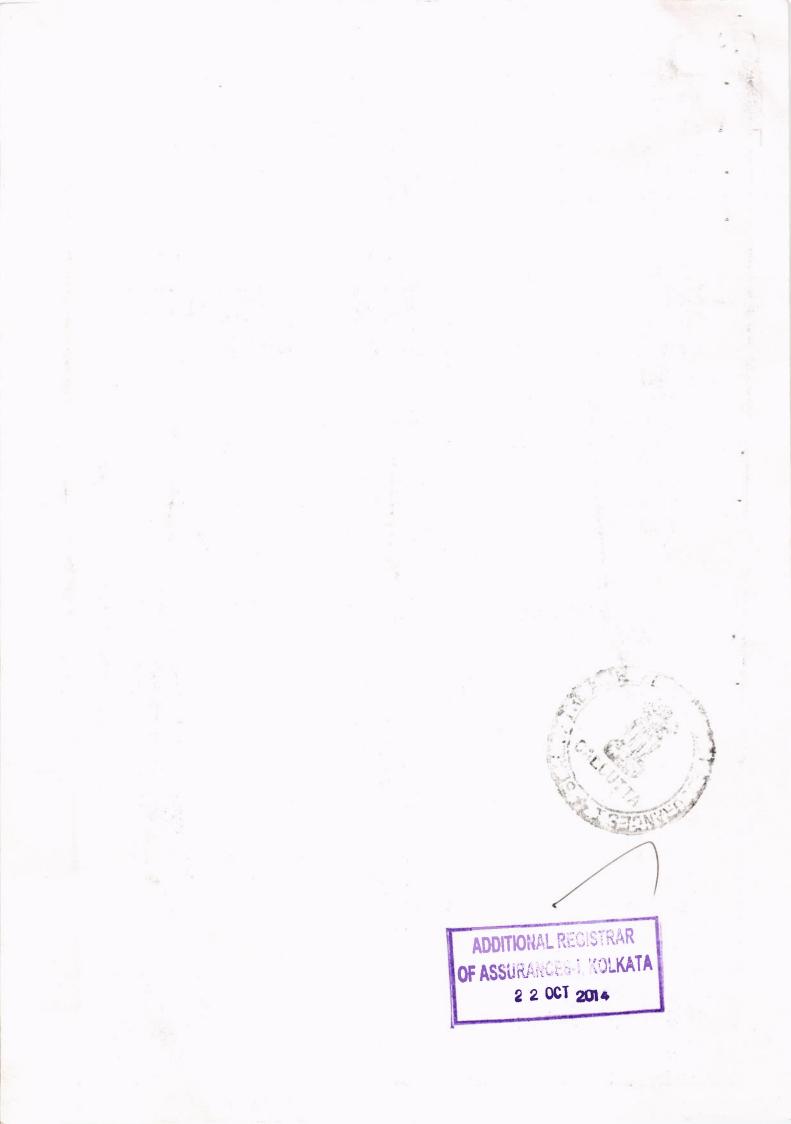
Received from the within named Purchasers the within mentioned sum of Rs.23,59,500/-(Rupees twenty three lac fifty nine thousand and five hundred) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

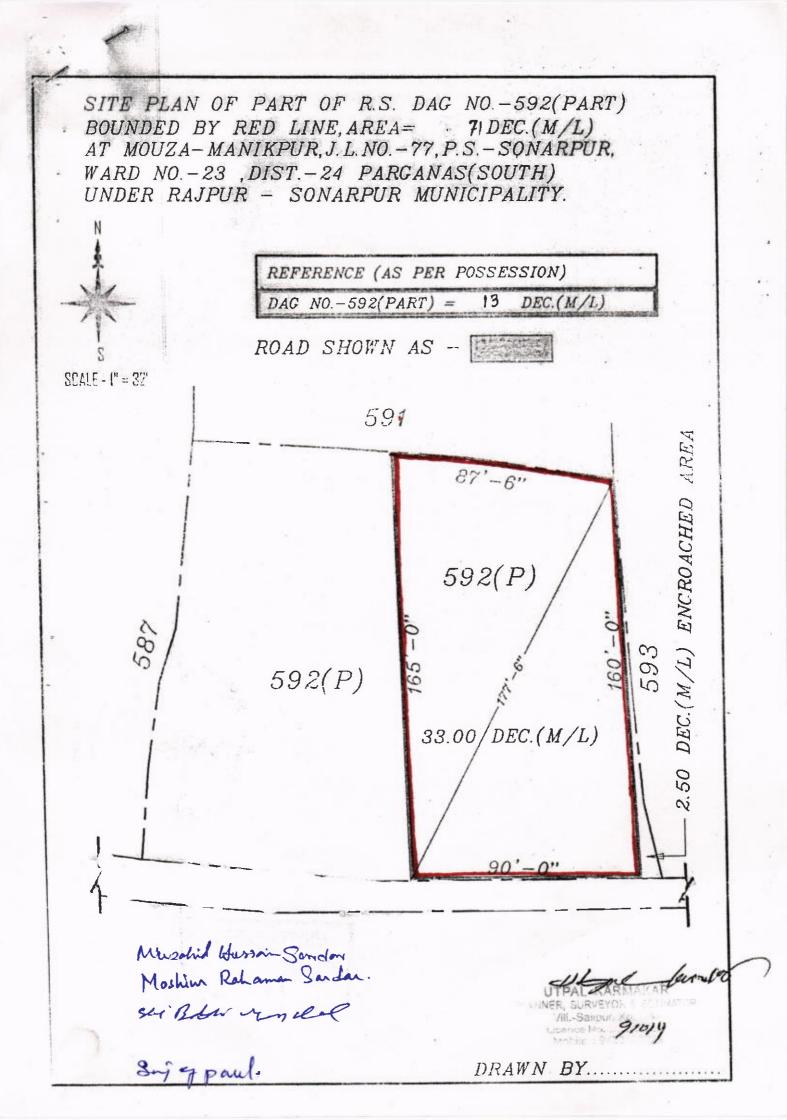
SI No.	Favouring	Demand Draft No. And Date	Bank And Branch	Amount (Rs.)
1.	Mujahid Hussain Sardar <i>alias</i> Mojahit Hussain Sardar	025840,025839 22/10/2014	Axis Bonk Ltd. Savat Bose Road	5,89,875/-
2.	Moshiur Rahaman Sardar <i>alias</i> Masiyur Rahaman Sardar	025830,025832 22/10/2014	Axis Bank Ltd. Sarat BOSE Road.	5,89,875/-
3.	Bablu Mondal	025841, 025843	00	5,89,875/-
4.	Sujay Paul	22/10/2014 025837,025833 22/10/2014	- 04	5,89,875/-
			Total	23,59,500/-

Moshim Rahaman Sardar. Musahid Hassin Sondar (Mujahid Hussain Sardar alias Mojahit (Moshiur Rahaman Sardar alias Masiyur Hussain Sardar) Rahaman Sardar) Say ypaul. sai Abh unde (Bablu Mondal) (Sujay Paul) [Vendors]

#### Witnesses:

Signature Talis Hossain ugle Signature\_ Yogesh Mode Name Name









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

### Endorsement For Deed Number : I - 09990 of 2014

### (Serial No. 09482 of 2014 and Query No. 1901L000023047 of 2014)

### On 22/10/2014

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

Presented for registration at 17.45 hrs on :22/10/2014, at the Private residence by Moshiur Rahaman Sardar Alias Masiyur Rahaman Sardar, one of the Executants.

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

Execution is admitted on 22/10/2014 by

- 1. Mujahid Hussain Sardar Alias Mojahit Hussain Sardar, son of Abdul Kalam Sardar, Uttarkumrakhali, Narendrapur, 25, Sonarpur, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Muslim, By Profession : Others
- Moshiur Rahaman Sardar Alias Masiyur Rahaman Sardar, son of Abdul Kalam Sardar, Majherpara, Rajpur, Sonarpur, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Muslim, By Profession : Others
- 3. Bablu Mondal, son of Ratan Mondal, Kumrakhali, Paschim Para, Ward No. 25 Sonarpur, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Others, By Profession : Others
- 4. Sujay Paul, son of Lt. Shyam Paul, Jadhavpur, 412 D / 4 A, Netaji Subhas Chandra Bose Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : Others

Identified By Palan Purkait, son of Lt. Sudhir Purkait, Village:Ram Chandrapur, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste:

Hindu, By Profession: Business.

(Dinabandhu Roy) ADDL. REGISTRAR OF ASSURANCE I OF KOLKATA

### On 05/11/2014

# 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.-31.51.512/-

Certified that the required stamp duty of this document is Rs.- 220626 /- and the Stamp duty paid as: Impresive Rs.- 20/-

> ( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

> > ADMITTY

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

OF ASSU

On 08/11/2014

**Payment of Fees:** 

Amount by Draft

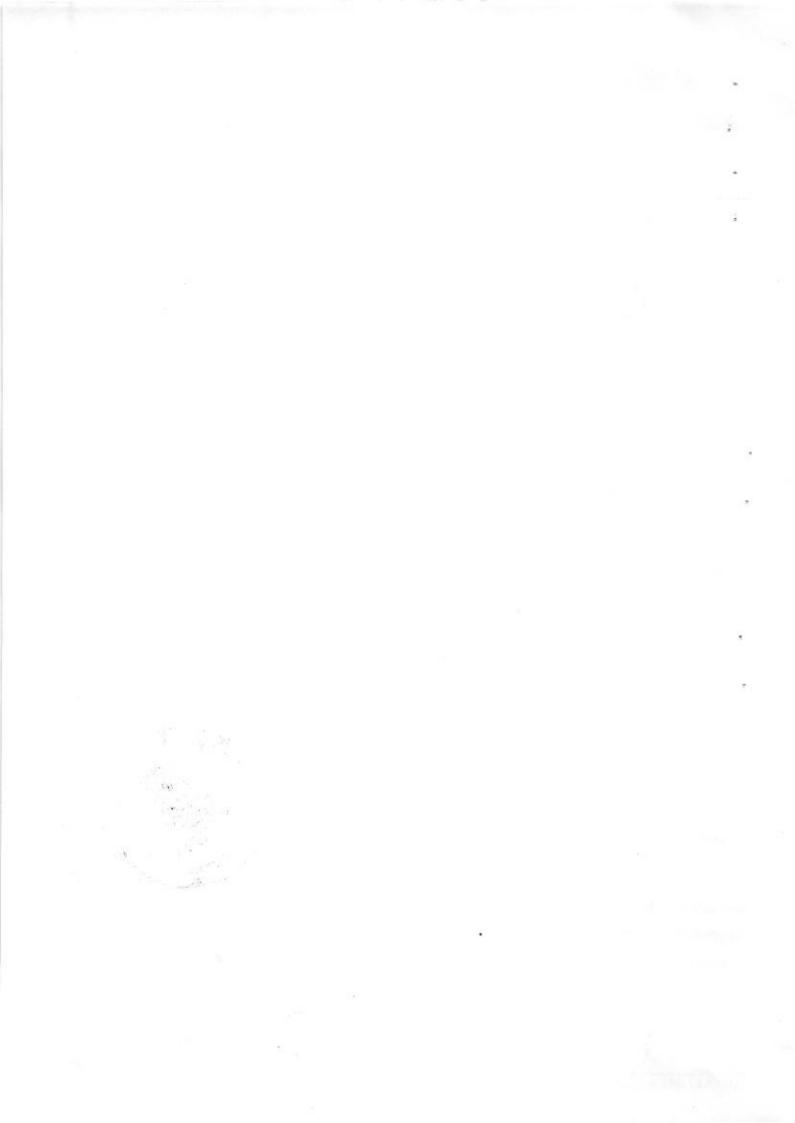
EndorsementPage 1 of 2

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( Dinabandhu Roy )





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

### Endorsement For Deed Number : I - 09990 of 2014

### (Serial No. 09482 of 2014 and Query No. 1901L000023047 of 2014)

- 1, Rs. 8021/- is paid , by the draft number 568357, Draft Date 22/10/2014, Bank Name State Bank of India, LA MARTINIERE, received on 08/11/2014
- 2. Rs. 26738/- is paid , by the draft number 568358, Draft Date 22/10/2014, Bank Name State Bank of India, LA MARTINIERE, received on 08/11/2014

(Under Article : A(1) = 34661/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 08/11/2014)

#### Deficit stamp duty

Deficit stamp duty

- 1. Rs. 169712/- is paid , by the draft number 568378, Draft Date 22/10/2014, Bank : State Bank of India, LA MARTINIERE, received on 08/11/2014
- 2. Rs. 50914/- is paid , by the draft number 568362, Draft Date 22/10/2014, Bank : State Bank of India, LA MARTINIERE, received on 08/11/2014

( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

### On 10/11/2014

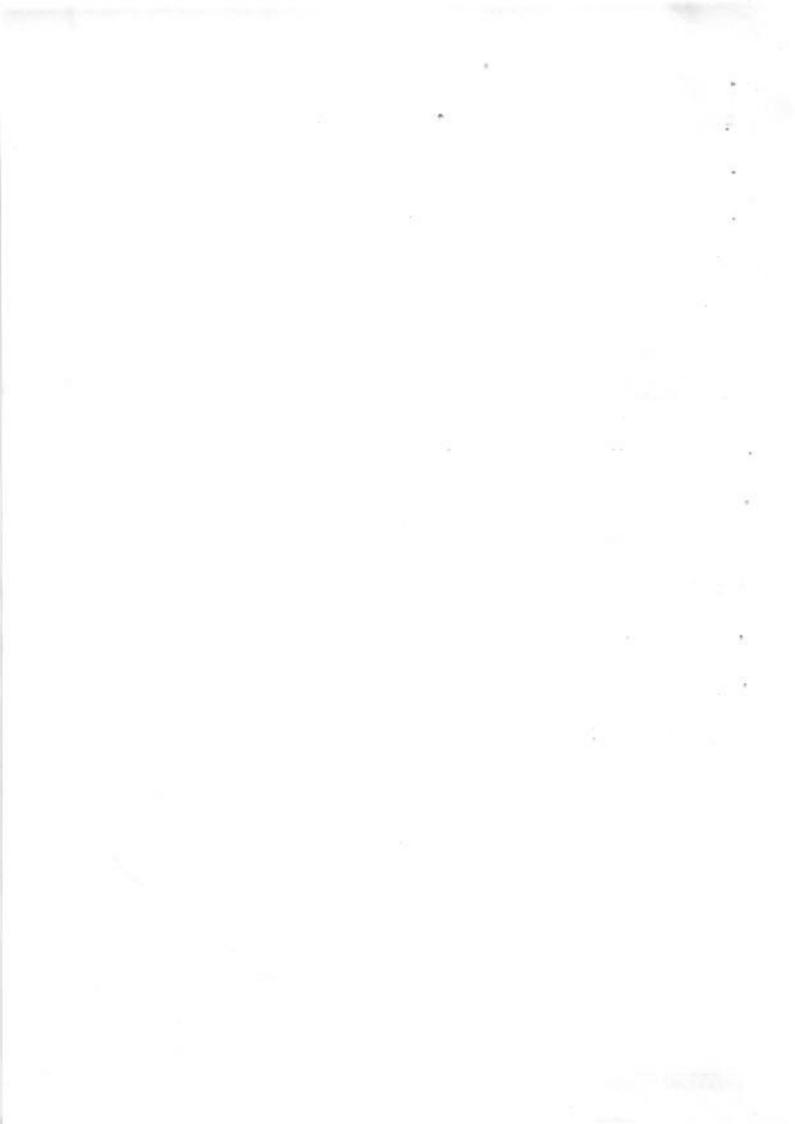
## Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 5 of Indian Stamp Act 1899.

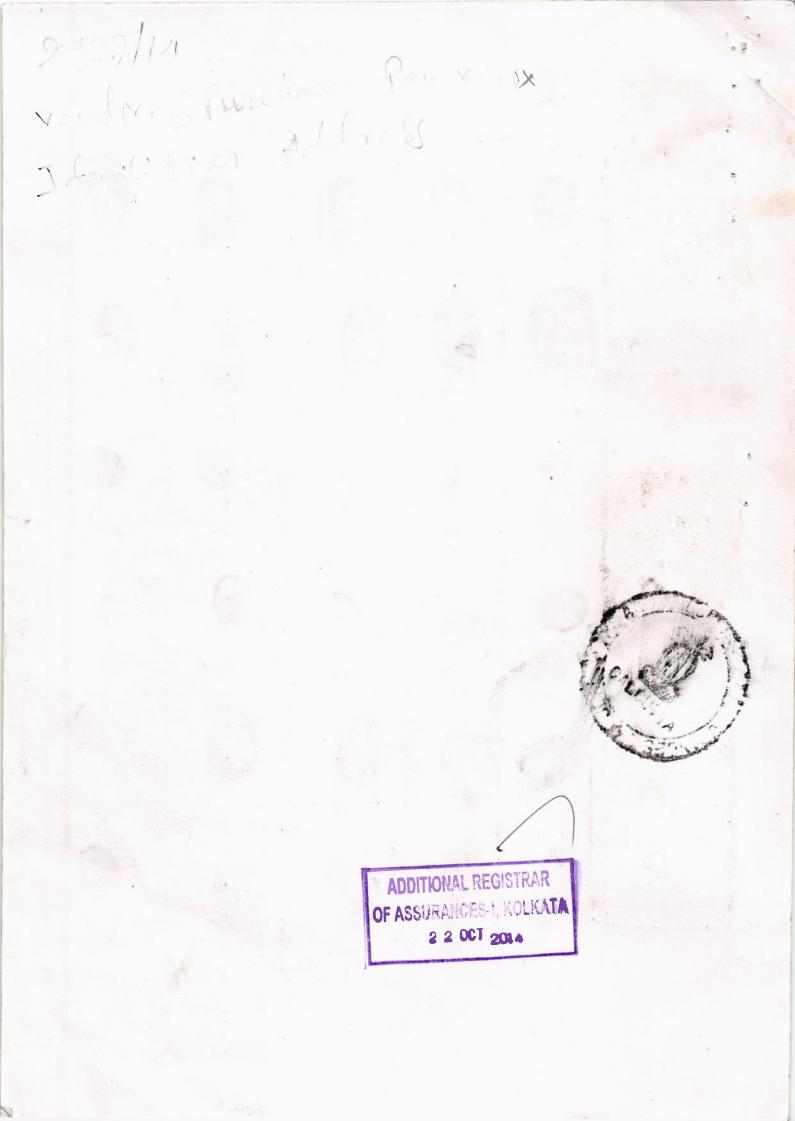
( Dinabandhu Roy ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



EndorsementPage 2 of 2



SI. No.	Signature of the executants and/or purchaser Presentants					
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		Thumb	Fore	Middle (Right	Ring Hand)	Little



SI. No.	Signature of the executants and/or purchaser Presentants					
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SPECIMEN FORM TEN FINGER PRINTS

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ADDITIONAL REGISTRAR CF ASSURANCES 1, KOLKATA 2 '2 OCT 2014



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 25 Page from 84 to 100 being No 09990 for the year 2014.



(Dinabandhu Roy) 11-November-2014 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal