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And

- 3.3 Silverling Realty Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 36/1A, Elgin Road, Kolkata-700020, Police Station- Bhawanipore (CIN U70102WB2013PTC198934) [PAN AAUCS0790E], being represented by its Director Ram Naresh Agarwal, son of Nand Kishore Agarwal, by faith Hindu, by Occupation-Business (Authorised vide board resolution dated 14.07.2014)
- Foxtail Realty Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 36/1A, Elgin Road, Kolkata-700020, Police Station- Bhawanipore (CIN U70102WB2013PTC198935) [PAN AACCF3266E], being represented by its Director Ram Naresh Agarwal, son of Nand Kishore Agarwal, by faith Hindu, by Occupation-Business (Authorised vide board resolution dated 14.07.2014)

 (hereinafter collectively referred to as Purchasers, which 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
- Said Property: Land classified as Bagan but presently lying vacant measuring 4.1 (i) 2 (two) decimal, more or less out of 38 (thirty eight) decimal, more or less, comprised in R.S./L.R. Dag No. 567, recorded in R.S. Khatian No. 316, L.R. Khatian No. 372 (First Property), more fully described in the Part I of the Schedule below And (ii) to (ten) decimal, more or less, out of 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 568, recorded in R.S. Khatian No. 316, L.R. Khatian No. 572 (Second Property), more fully described in the Part II of the Schedule below And (iii) 3 (three) decimal, more or less out of 26 (twenty six) decimal, more or less, comprised in R.S./L.R. Dag No. 596, recorded in R.S. Khatian No. 15, L.R. Khatian No. 572 (Third Property), more fully described in the Part III of the Schedule below, totaling to land measuring 15 (fifteen) decimal, more or less [The First Property, the Second Property and the Third Property, are collectively referred to as the Said Property], morefully described in the Schedule below, delineated in Plan attached herewith bordered in colour Red thereon together with 2 (two) RT shed structures each measuring about 100 (one hundred) square feet collectively measuring about 200 (two hundred) square feet and 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:
- 5.1 Representations and Warranties Regarding Title: The Vendors represent, warrant and covenant regarding title as follows:
- Ownership of Gouri Sen: Gouri Sen was absolute owner of (i) 38 (thirty eight) decimal, more or less, comprised in R.S./L.R. Dag No. 567, recorded in R.S. Khatian No. 316, L.R. Khatian No. 572 (First Mother Property) And (ii) 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 568, recorded in R.S. Khatian No. 316, L.R. Khatian No. 572 (Second Mother Property) And (iii) 26 (twenty six) decimal, more or less, comprised in R.S./L.R. Dag No. 596, recorded in R.S. Khatian No. 15, L.R. Khatian No. 572 (Third Mother Property) all in Mouza Manikpur, J.L. No. 77, within Ward No. 23 of Rajpur-Sonarpur Municipality, Police Station Sonarpur, District South 24 Parganas [the First Mother Property, the Second Mother Property and the Third Mother Property, collectively Mother Property].
- 5.1.2 Sale to Malina Paul: By a Deed of Conveyance dated 28th October, 1969, registered in the Office of the District Registrar, 24 Parganas, at Alipore, in Book No. I, Volume No.103, at Pages 135 to 142, being Deed No.4232 for the year 1969, Gouri Sen sold to Malina Paul alias Mashina Paul the entirety of the inter alia the Mother Property.
- 5.1.3 Records of Rights: Malina Paul alias Mashina Paul has recorded her name in the records of the Block Land And Land Reforms Office, vide L.R. Khatian No. 572.
- 5.1.4 Sale to Gajendra Nath Chakraborty And Another: By a Deed of Conveyance dated 26th March, 1992, registered in the Office of the District Registrar Alipore, South 24 Parganas, in Book No. I, being Deed No.14140 for the year 1992, Malina Paul sold to Gajendra Nath Chakraborty and Sabita Chakraborty (collectively Gajendra Nath Chakrabory And Another) the entirety of inter alia the Mother Property. Hari Nath Paul, being the husband of Malina Paul alias Mashina Paul has duly confirmed the sale and has joined and executed the said deed as a capacity of confirming party.
- 5.1.5 Demise of Sabita Chakraborty: Sabita Chakraborty, a Hindu governed by the Dayabhaga School of Hindu law, died intestate on 15th December, 1995, leaving behind surviving her husband Gajendra Nath Chakraborty, only son Gautam Chakraborty (the Vendor No. 3.1 herein) and only daughter Balaka Das (the Vendor No. 3.2 herein), as her only legal heirs and heiress, who jointly inherited the entire right, title and interest of Late Sabita Chakraborty in the Mother Property.
- 5.1.6 Demise of Gajendra Nath Chakraborty: Gajendra Nath Chakraborty, a Hindu governed by the Dayabhaga School of Hindu law, died intestate on 9th January, 2000, leaving behind him surviving his only son Gautam Chakraborty (the Vendor No. 3.1 herein) and only daughter Balaka Das (the Vendor No. 3.2

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- herein), as his only legal heir and heiress, who jointly inherited the entire right, title and interest of Late Gajendra Nath Chakraborty in the Mother Property.
- 5.1.7 Absolute Ownership of Vendors: In the aforesaid circumstances, the Vendors have become the absolute owners of the Mother Property, each of them having an equal share therein. And the Said Property is a part of the Mother Property.
- 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

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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.

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)
Silverling Realty Private Limited	568	5
	Total	5
Foxtail Realty Private Limited	567	2
	568	5
	596	3
	Total	10
Total Area Conveyed In T	15	

Transfer

Hereby Made: The Vendors hereby sell, convey and transfer to the 7.1 Purchasers the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property, i.e. land measuring 15 (fifteen) decimal, more or less, morefully described in the Schedule below, comprising of (i) the First Property, i.e. land classified as Bagan but presently lying vacant measuring 2 (two) decimal, more or less out of 38 (thirty eight) decimal, more or less, comprised in R.S./L.R. Dag No. 567, recorded in R.S. Khatian No. 316, L.R. Khatian No. 572 And (ii) the Second Property, i.e. land classified as Bagan but presently lying vacant measuring 10 (ten) decimal, more or less, out of 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 568, recorded in R.S. Khatian No. 316, L.R. Khatian No. 572 And (iii) the Third Property, i.e. land classified as Bagan but presently lying vacant measuring 3 (three) decimal, more or less out of 26 (twenty six) decimal, more or less, comprised in R.S./L.R. Dag No. 596, recorded in R.S. Khatian No. 15, L.R. Khatian No. 572, all the First Property, the Second Property and the Third Property are comprised in Mouza Manikpur, J.L. No. 77, within Ward No. 23 of Rajpur-



Sonarpur Municipality, Police Station Sonarpur, District South 24 Parganas, delineated in Plan attached hereto and boarded in colour Red thereon together with 2 (two) RT shed structures each measuring about 100 (one hundred) square feet collectively measuring about 200 (two hundred) square feet and 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.20,45,454/-(Rupees twenty lac forty five thousand four hundred and fifty four) (Consideration) paid by the Purchasers, receipt of which the Vendors herein as well as in Receipt of Memo below, 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: 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 sell 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.

- 8.2.2 Verification by Purchasers': Based on the papers and documents as provided by the Vendors, the Purchasers' have conducted due diligence with regard to the title of the Said Property and have found that, as per available public records, the Vendors have good, clear, bankable and marketable title with respect to the same.
- 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 attorneys 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 authorities, 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.
- 8.6 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

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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] Part I (First Property)

Land classified as Bagan but presently lying vacant measuring 2 (two) decimal, more or less out of 38 (thirty eight) decimal, more or less, comprised in R.S./L.R. Dag No. 567, recorded in R.S. Khatian No. 316, L.R. Khatian No. 572, Mouza Manikpur, J.L. No. 77, within Ward No. 23 of Rajpur-Sonarpur Municipality, Police Station Sonarpur, District South 24 Parganas and the said Dag is butted and bounded as follows:

On the North : By R.S. Dag Nos. 565 and 566

On the East : By R.S. Dag Nos. 563 and 599

On the South : By R.S. Dag Nos. 595 and 596

On the West : By R.S. Dag No. 568

Part II (Second Property)

Land classified as Bagan but presently lying vacant measuring 10 (ten) decimal, more or less, out of 94 (ninety four) decimal, comprised in R.S./L.R. Dag No. 568, recorded in R.S. Khatian No. 316, L.R. Khatian No. 572, Mouza Manikpur, J.L. No. 77, within Ward No. 23 of Rajpur-Sonarpur Municipality, Police Station Sonarpur, District South 24 Parganas and the said Dag is butted and bounded as follows:

On the North : By R.S. Dag Nos. 547, 551 and 566

On the East : By R.S. Dag Nos. 566 and 567

On the South : By R.S. Dag Nos. 591 and 593

On the West : By R.S. Dag Nos. 569, 570 and 591



Part III (Third Property)

Land classified as Bagan but presently lying vacant measuring 3 (three) decimal, more or less out of 26 (twenty six) decimal, more or less, comprised in R.S./L.R. Dag No. 596, recorded in R.S. Khatian No. 15, L.R. Khatian No. 572, Mouza Manikpur, J.L. No. 77, within Ward No. 23 of Rajpur-Sonarpur Municipality, Police Station Sonarpur, District South 24 Parganas and the said Dag is butted and bounded as follows:

On the North

: By R.S. Dag No. 567

On the East

: By R.S. Dag Nos. 563 and 599

On the South

: By R.S. Dag Nos. 594 and 597

On the West

: By R.S. Dag No. 595

Totaling to land measuring 15 (fifteen) decimal, more or less, delineated in Plan attached hereto and bordered in colour Red thereon.

The Said Property is tabulated below:

R.S./L.R . Dag	R.S. Khatia	L.R. Khatian	Recorded Share	Area Recorded	Area Conveyed	Name of the Recorded Owner
567	316	572	10000	38 decimal	z decimal	Malina Paul alias Mashina Paul
568	315	572	10000	94 decimal	10 decimal	Malina Paul alias Mashina Paul
596	15	572	10000	26 decimal	3 decimal	Malina Paul alias Mashina Paul
	Total	Area Con	veyed In Thi	s Deed	15 decimal	

Together with 2 (two) RT shed structures each measuring 100 (one hundred) decimal, more or less, collectively measuring 200 (two hundred) decimal.

And 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.



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

Gautam Chakraborty) Balaka Das.
(Gautam Chakraborty) (Balaka Das)

[Vendors]

Drafted By:

Sujata Ghosh, Advocate High Court at Calcutta

Witnesses:

Signature PRABIR GHOSH

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Receipt And Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.20,45,454/- (Rupee twenty lac forty five thousand four hundred and fifty four) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Sl No.	Favouring	Demand Draft No. And Date	Bank And Branch	Amount (Rs.)	
Gautam Chakraborty		DD NO. 216939 dated 23-07-14	CHOWRING EE	3,40,909/-	
2,	Balaka das	bb No. 216731 dated 22:07.14	Do	3,40,909/-	
3-	Gautam Chakraborty	BB No. 216929 dated 23.07.14	Do	6,81,818/-	
4-	Balaka das	dated 23.07.14	DO	6,81,818/-	
			Total	20,45,454/-	

Gautam Chakraborty)

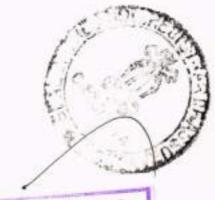
Balaka Das.
(Balaka Das)

[Vendors]

Witnesses:

Signature Brabill yhogh Name Dorale & Brook

Signature Subporter 94034 Name SUBBATO GHOSH



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SIGNATURE OF VENDOR(S)

SIGNATURE OF PURCHASER(S)

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

Endorsement For Deed Number : I - 06837 of 2014 (Serial No. 06470 of 2014 and Query No. 1901L000016503 of 2014)

On 25/07/2014

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

Presented for registration at 20.40 hrs on :25/07/2014, at the Private residence by Gautam Chakraborty, one of the Executants.

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

Execution is admitted on 25/07/2014 by

- Gautam Chakraborty, son of Lt. Gajendra Nath Chakraborty, 19/1 A/73 A, Seal Lane, Kolkata, Thana:-Tangra, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700015, By Caste Hindu, By Profession: Others
- Balaka Das, wife of Timir Kumar Das , 28 B, Pottery Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : House wife

Identified By Nitesh Kumar Bhopalka, son of Kamal Kumar Agarwal, 1 A, V. I. P. Road, Kolkata, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700052, By Caste: Hindu, By Profession: Professionals.

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

On 26/07/2014

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. 10252/- is paid , by the draft number 797195, Draft Date 23/07/2014, Bank Name State Bank of India, GOKHALE ROAD, received on 26/07/2014
- Rs. 20503/- is paid, by the draft number 797197, Draft Date 23/07/2014, Bank Name State Bank of India, GOKHALE ROAD, received on 26/07/2014

(Under Article : A(1) = 30657/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 26/07/2014)

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,-27,87,270/-

Certified that the required stamp duty of this document is Rs.- 167256 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Deficit stamp duty

OF ASSURANCES L KOLKATA

2 6 Dinabandhu Roy)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 1 of 2



Office Of the A.R.A. - I KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 06837 of 2014 (Serial No. 06470 of 2014 and Query No. 1901L000016503 of 2014)

Deficit stamp duty

- Rs. 111504/- is paid , by the draft number 797181, Draft Date 23/07/2014, Bank : State Bank of India, GOKHALE ROAD, received on 26/07/2014
- Rs. 55752/- is paid , by the draft number 797196, Draft Date 23/07/2014, Bank : State Bank of India, GOKHALE ROAD, received on 26/07/2014

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



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

SPECIMEN FORM TEN FINGER PRINTS

St. Signature of the executants and purchaser Presentants	e Var			<u> </u>	
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Bur P. J. com					
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de	Thumb	Fore	Middle (Right	Ring Hand)	Little
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Balaka	9		9	0	0
2	Thumb	Fore	Middle (Right	Ring Hand)	Little



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 16 Page from 2068 to 2084 being No 06837 for the year 2014.



(Dinabandhu Roy) 31-July-2014 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal