

2176/14

D 01725/14

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 228665

01220 pm
[Signature]

Guaranteed that the document is admitted to register. The signature sheet's and the stamp sheets attached with this document are the part of this document.

Adtl. Dist. Secy Registrar
Alipore, South 24 Parganas

New Mandira Cooperative Housing Society Ltd.

Secretary
Shekhar Sankar

New Mandira Co-op
Joint Secretary
Abdul Mannan

New Mandira Cooperative
Chairman
Abdul Rashid

05 MAR 2014

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, We, NEW MANDIRA CO-OPERATIVE HOUSING SOCIETY LTD., a Co-Operative Society registered under the West Bengal Co-operative Society Act, having its registration No. 12/C MAH/1993, having its office at 67A, Peary Mohon Roy Road, Police Station- Chetla, Kolkata- 700027, represented by its Secretary, Joint Secretary

and Chairman namely **1) MR. SHEKHAR SARKAR**, son of Late Kamal Sarkar, of 67A, Peary Mohon Roy Road, Police Station- Chetla, Kolkata- 700027 **2) MR. ABDUL MANNAN**, son of Abdus Salam, of Village & Post- Simulia, East Mednipur, Pin- 721649, and **3) ABDUL RASHID**, son of Late Md. Mohid, of T-194/13, Jugipara Lane, Kolkata- 700018, hereinafter jointly and collectively called and referred to as the **PRINCIPALS**

SEND GREETINGS:

WHEREAS the Principal namely NEW MANDIRA CO-OPERATIVE HOUSING SOCIETY LTD., is the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area 12 (twelve) Cottahs 8 (eight) Chittaks 34.5 (thirty four point five) Square Feet be the same or a little more or less, together with structure standing thereon, lying and situated at Premises No. 13A, Chetla Road, Police Station- Chetla, Kolkata- 700027, within the limits of the Kolkata Municipal Corporation, under Ward No. 82, Borough No. IX, having Assessee No. 110062900088, under Sub-Registry Office at Alipore, in the District of South 24- Parganas, together with all right, title, interest and right of easement thereto, and enjoying the same free from all encumbrances paying taxes regularly which is more fully and particularly described in the *Schedule-'A'* written hereunder and hereinafter called and referred to as the '*said premises*';

New Mandira Cooperative Housing Society Ltd.
Secretary
Shobhan Sankar

{ 3 }

New Mandira Cooperative Housing Society Ltd.
Joint Secretary
Abdul Maner

New Mandira Cooperative Housing Society Ltd.
Chairman
Abdul Rasid

AND WHEREAS the Principal is absolutely seized and possessed of the *Schedule-'A'* property and by way of Development Agreement, dated 05.03.2014, registered in the office of the Additional District Sub-Registrar, at Alipore and recorded as Being No. 01724 for the year 2014 the Principal have already granted exclusive right of Development of said *Schedule-'A'* property in favour of **M/S. D'ZIRE**, a Partnership Firm having its office at 20/2B Camac Street, Shakespeare Sarani Kolkata-7000016 represented by its Partner 1) **OSIUR RAHAMAN**, son of late Yakub Ali, and 2) **MERAJ AHMED**, son of Abdul Rasid, in consideration of the property mentioned in *Schedule-'C'* hereunder written and the Owner will get the *Schedule-'B'* property hereunder written;

AND WHEREAS for the purpose of development of the said *Schedule-'A'* property and for the purpose of giving effect to implementation of the said Development Agreement the Principle desirous of appointing, nominating and constituting the said Attorney namely 1) **OSIUR RAHAMAN**, son of late Yakub Ali, and 2) **MERAJ AHMED**, son of Abdul Rasid, both partners of **M/S. D'ZIRE**, a Partnership Firm, having its office at 20/2B Camac Street, Shakespeare Sarani Kolkata-7000016, to do the following acts, deeds and things on behalf of the Principals;

NOW KNOWN YE BY THESE PRESENTS We, **NEW MANDIRA CO-OPERATIVE HOUSING SOCIETY LTD.**, a Co-Operative Society

New Madina Co-operative Housing Society Ltd.
Secretary
Shekhar Sarkar

{ 4 }

New Madina Co-operative Housing Society Ltd.
Joint Secretary
Abdul Mannan

New Madina Co-operative Housing Society Ltd.
Chairman
Abdul Rashid

registered under the West Bengal Co-operative Society Act, having its registration No. 12/C MAH/1993, having its office at 67A, Peary Mohon Roy Road, Police Station- Chetla, Kolkata- 700027, represented by its Secretary, Joint Secretary and Chairman namely 1) **MR. SHEKHAR SARKAR**, son of Late Kamal Sarkar, 2) **MR. ABDUL MANNAN**, son of Abdus Salam and 3) **ABDUL RASHID**, son of Late Md. Mohid, do hereby and hereunder nominate, appoint and constitute 1) **OSIUR RAHAMAN**, son of late Yakub Ali, and 2) **MERAJ AHMED**, son of Abdul Rasid, both partners of **M/S. D'ZIRE**, a Partnership Firm, having its office at 20/2B Camac Street, Shakespeare Sarani, Kolkata-7000016, to be its true and Lawful ATTORNEY for its, in its names and on its behalf, to do and execute and perform or cause to be done, executed and performed all or any of the following acts, deeds and things, that is to say;

- 1) To supervise, manage, control and conduct all shorts of administration in respect of said premises fully described in the *Schedule-'A'* hereunder written and to handle all sorts of official matters, letters and correspondences arising in course of or in relation to all matters concerned with our said premises, and for the purpose to sign and execute all papers, documents and application in our names and on our behalf for the purpose of construction and development on the *Schedule-'A'* mentioned hereunder.
- 2) To sign, letters, correspondence and documents and to give and receive all papers, documents for sanction building plan or

New Madhya Cooperative Housing Society Ltd.
Secretary
Shobhan Sarkar.

{ 5 }

New Madhya Cooperative Housing Society Ltd.
Joint Secretary
Abdul Mannan

New Madhya Cooperative Housing Society Ltd.
Chairman
Abdul Rasool

maps from the Kolkata Municipal Corporation, K.M.D.A. Fire Brigade, B.L. & L.R.O., Land Acquisition department and other authority or authorities of Public and Private Sector and for that purpose to sign and grant proper effectual receipts and discharges thereof.

- 3) To sign application or applications and submit the same before the Kolkata Municipal Corporation, Ward No. 82, for the purpose of mutation, to receive revenue, clearance certificate, tax clearance from the concern department, to appear before the Hearing Officer for the purpose of hearing, to collect the mutation certificate and all other relevant documents in connection with mutation of the said premises and for that purpose to sign and grant proper effectual receipts and discharges thereof.
- 4) To prepare, sign, execute, apply, submit plans or maps and to sign our names on the proposed building Plans/Maps in respect of the *Schedule-'A'* mentioned property and also authorize to revise or regularize the Building Sanctioned Plan from Kolkata Municipal Corporation, for Premises No. 13A, Chetla Road, Police Station- Chetla, Kolkata- 700027, within the Kolkata Municipal Corporation, Ward No. 82, District : 24-Parganas (South) and to sign and execute all papers, documents and application in our names and on our behalf.

New Madras Cooperative Housing Society Ltd.
Secretary
Shekhar Sankar

{ 6 }

New Madras Cooperative Housing Society Ltd.
JOINT SECRETARY
Abdul Mannan

New Madras Cooperative Housing Society Ltd.
Chairman
Abdul Karim

- 5) For the aforesaid purpose to sign and to make and execute all application to the appropriate Government Department, Kolkata Municipal Corporation and other authorities competent for granting necessary Licenses, permission for sewerage, drainage, electric connection in the *Schedule-'A'* below property or any part thereof and to apply for and obtain necessary permission, if required in future.
- 6) To make affidavits and declaration, Indemnity Bonds and other writings before the Kolkata Municipal Corporation or before any other authority for the purpose of development on the *Schedule* mentioned property or any other Government department if required.
- 7) To deposit any fees or any other charges which may has to be paid to the Kolkata Municipal Corporation and to any other authorities before starting and/or while in course of construction of the building mentioned in the *Schedule-'A'* hereunder and/or in any such other period of time.
- 8) To appoint engineers, architects and their agents and sub-contractors as the said Attorney shall think fit and proper and to make payment of their fees, charges of such Architects, Engineers and their agents and/or sub-contractor.

New Madhya Cooperative Housing Society Ltd.
Secretary
Sheshan-Sagar

{ 7 }

New Madhya Cooperative Housing Society Ltd.
Joint Secretary
Abdul Mannan

New Madhya Cooperative Housing Society Ltd.
Chairman
Abdul Rashid

- 9) To pay all cost and expenses for the development of the said land and for construction and completion of the flats/units according to the said sanction plan from their fund.
- 10) To apply for drainage, sewerage, water supply, electric and telephone and any other connection and will sign all papers and/or documents and/or shall present as may be necessary by the said Attorney before the proper authority or authorities.
- 11) To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or be added as a party or be non-suited or withdraw the same concerning our said property or any part thereof or concerning any thing in which we are the Owners before Government offices or in any civil, criminal, revenue, revisional jurisdiction including special jurisdiction of the High Court, Article 226 of the Constitution of India and to sign and verify all complaints, statements, accounts, notices and other judicial process, to execute any judgment and to appoint and engage any advocate at their cost and to sign and execute any vakalatnama and to act and plead.
- 12) To do all acts, deeds and things concerning the authorities as enumerated hereinabove hereby granted in respect of the said property for the purpose of sanction of the Building Plan which we could have done lawfully under our own hands and seal, if we personally present.

New Madra Cooperative Housing Society Ltd.

Scheher Sarwar

Secretary

{ 8 }

New Madra Cooperative Housing Society Ltd.

Atul Kumar

Joint Secretary

New Madra Cooperative Housing Society Ltd.

Abdul Rasheed

Chairman

- 13) To apply and obtain sanctioned building plan or other permissions from the Kolkata Municipal Corporation and/or from other Public or Private Authorities for the purpose of construction of said multistoried building upon the Scheduled property on our behalf.
- 14) To erect and construct boundary wall upon the clear land and to construct building or buildings upon the Scheduled property as per sanctioned building plan of the Kolkata Municipal Corporation or from other authorities on our behalf.
- 15) To sell flats, spaces to any intending purchaser or purchasers after completion of the building as per Sanctioned Building Plan of the Kolkata Municipal Corporation and to receive sale proceeds from the said purchaser/s at the discretion of our Attorney in respect of their allocation which is more fully and particularly mentioned in the *Schedule-'C'* hereunder written of newly proposed constructed building to be constructed on the *Schedule-'A'* property on our behalf and to execute and sign any Agreement for Sale and Deed of Conveyance in favour of the intending Purchaser/s and to grant money receipts on our behalf.
- 16) To sign, execute, appear, present and register, deed of boundary declaration, any deed of conveyance, agreement for sale, in

New Members Cooperative Housing Society Ltd.
Secretary
Shelhan Sarkari

{ 9 }

New Members Cooperative Housing Society Ltd.
20th Floor
Atul Mantri

New Members Cooperative Housing Society Ltd.
Chairman
Atul Mantri

favour of the intending purchaser/s, in the registration offices viz. Registrar of Assurance, Kolkata, District Sub-Registrar Alipore or any other Jurisdictionary registration offices and to sign and execute on our behalf in respect of *Schedule-'C'* and rest of the proposed building will remain all along unsold and will remain exclusively for and on behalf of the Principals or us.

17) To compromise all suits, appeals or any other legal proceedings of whatsoever manner or nature in any Court of law, Tribunal authority or whatsoever manner and of jurisdiction and to sign and verify all such applications and solemn thereof provided they do not cause any prejudice to the Principals.

18) To sign and receive and registered letter and/or letters, articles and/or any other documents in respect of the property mentioned in the *Schedule* written hereunder and to grant proper and effectual receipts in respect thereof.

19) To sign and execute all agreements and documents by the Attorney on behalf of the Principals as and when required and the same to be presented and registered before the concerned Registered office in respect of *Schedule-'C'* property hereunder written and rest share of this Scheduled property with building will be belongs to us or Principal.

Niaz Madina Cooperative Housing Society Ltd.

Shekhar Sarkar

Secretary

{ 10 }

Niaz Madina Cooperative Housing Society Ltd.

Atul Kumar

Joint Secretary

Niaz Madina Cooperative Housing Society Ltd.

Abdul Razaq

Chairman

20) To make payment of the Municipal rates and taxes and other outgoings in respect of the property mentioned in the *Schedule* and/or any building or building to be constructed thereon and in that event the said Attorney shall incur any loss, liability or liabilities shall be recover from the fund/s of the attorney.

AND GENERALLY to do all acts, deeds and things concerning the said premises or in any part thereof and for better exercise of the authorities herein contained which we could have lawfully do under our own hand and seal, if we personally present.

AND WE HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever our said Attorney under this **POWER OF ATTORNEY** shall do in that behalf herein before contend shall lawfully do or perform or exercise, authorities and liberties hereby conferred upon, under and by virtue of this presents.

THE SCHEDULE-'A' ABOVE REFERRED TO

(Description of the Entire property)

ALL THAT piece and parcel of homestead land measuring an area 12 (twelve) Cottahs 8 (eight) Chittaks 34.5 (thirty four point five) Square Feet be the same or a little more or less, together with structure standing thereon, lying and situated at Premises No. 13A, Chetla Road, Police Station- Chetla, Kolkata- 700027, within the limits

New Media Cooperative Housing Society Ltd.

Shelhan Sultan

Secretary

{ 11 }

New Media Cooperative Housing Society Ltd.

Abdul Mannan

Joint Secretary

New Media Cooperative Housing Society Ltd.

Abdul Rasheed

Chairman

of the Kolkata Municipal Corporation, under Ward No. 82, Borough No. IX, having Assessee No. 110062900088, under Sub-Registry Office at Alipore, in the District of South 24-Parganas, together with all right, title, interest and right of easement thereto, which is butted and bounded in the manner as follows :-

On the NORTH : Premises No. 14, Chetla Road;

On the SOUTH : C.I.S. 12/1, Chetla Road;

On the EAST : Own Private Path connected with Chetla Road;

On the WEST : K.M.C. (Park).

SCHEDULE-"B" ABOVE REFERRED TO

OWNERS' ALLOCATION

ALL THAT piece and parcel of 50% of the total constructed area available in the newly multistoried building utilizing the maximum F.A.R., which is to be constructed in accordance with the building sanctioned plan obtained from the office of the Kolkata Municipal Corporation, at Premises No. 13A, Chetla Road, Police Station- Chetla, Kolkata- 700027, within the limits of the Kolkata Municipal Corporation, under Ward No. 82, Borough No. IX, under Sub-Registry Office at Alipore, in the District of South 24-Parganas, together with proportionate share in the land with the right to the remaining constructed area of the proposed building on the **Schedule-'A'** property, excluding the allocation of the Developer's Allocation, along

New Madhya Cooperative Housing Society Ltd.
Secretary
Shekhar Salcar

{ 12 }

New Madhya Cooperative Housing Society Ltd.
Joint Secretary
Abdul Momin

New Madhya Cooperative Housing Society Ltd.
Chairman
Abdul Kader

with proportionate share of land forming out of the *Schedule-'A'* property, together with all right, title, interest and right of easement thereto together with common amenities and facilities attached thereto, along with proportionate share of land and roof right will be common.

SCHEDULE-"C" ABOVE REFERRED TO

DEVELOPERS' ALLOCATION

ALL THAT piece and parcel of entire remaining 50% of the total constructed area available in the newly multistoried building utilizing the maximum F.A.R., which is to be constructed in accordance with the building sanctioned plan obtained from the office of the Kolkata Municipal Corporation, at Premises No. 13A, Chetla Road, Police Station- Chetla, Kolkata- 700027, within the limits of the Kolkata Municipal Corporation, under Ward No. 82, Borough No. IX, under Sub-Registry Office at Alipore, in the District of South 24-Parganas, together with proportionate share in the land with the right to the remaining constructed area of the proposed building on the ***Schedule-'A'*** property, excluding the allocation of the Owner's Allocation, along with proportionate share of land forming out of the *Schedule-'A'* property, together with all right, title, interest and right of easement thereto together with common amenities and facilities attached thereto, along with proportionate share of land and roof right will be common.

IN WITNESSES WHEREOF the **PARTIES** hereto signed, sealed and subscribed their respective hand and seal on this day 5th of March, 2014 (Two Thousand Fourteen).

SIGNED AND DELIVERED by the **OWNER/PRINCIPAL** at Kolkata in presence of :

WITNESSES:-

- 1)
- 2) *Ali Ahmed*
45/5, Diamond Harbour Rd,
Kolkata - 27
- Rabi Hoque*
82 No Chetia Road
Kolkata - 27

SIGNED AND DELIVERED by the **DEVELOPER** at Kolkata in presence of :

WITNESSES:-

- 1) *Ali Ahmed*
- 2) *Rabi Hoque*

Drafted by me :

Shubhankar
(SHIB PRASAD KAR)

Advocate

Alipore Judges' Court,
Kolkata- 700 027

Computer Print by me :

Jogjit Barman

Alipore Judges' Court, Kolkata- 27

Shekhar Sarkar

Secretary

Abdul Mannan

Joint Secretary

Abdul Rasid

Chairman

Signature of the **EXECUTANTS**

[Signature]

[Signature]

Signature of the **ATTORNEYS**

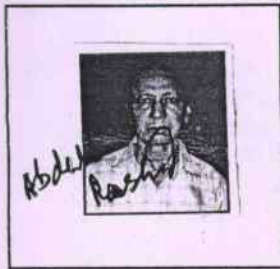
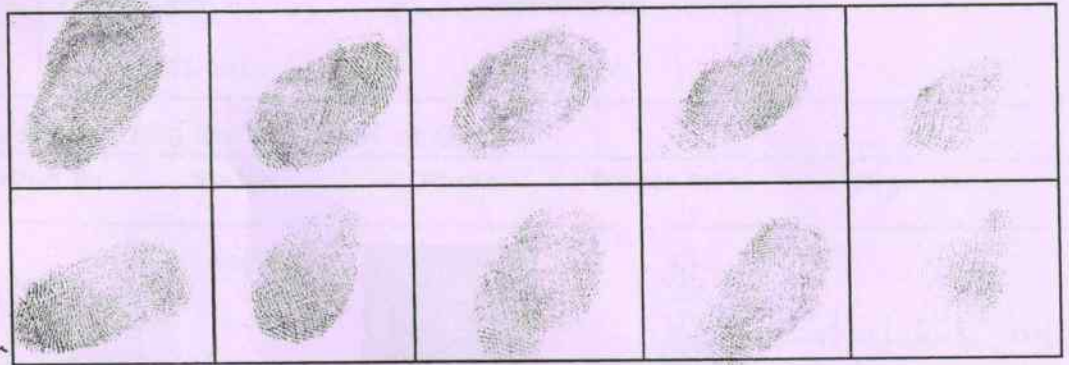
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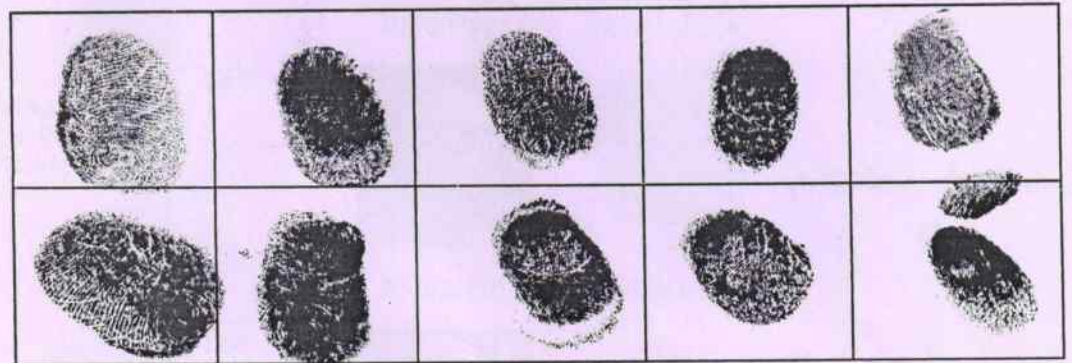
Name : SHEKHAR SARKAR
Sign : *Shekhar Sarkar*



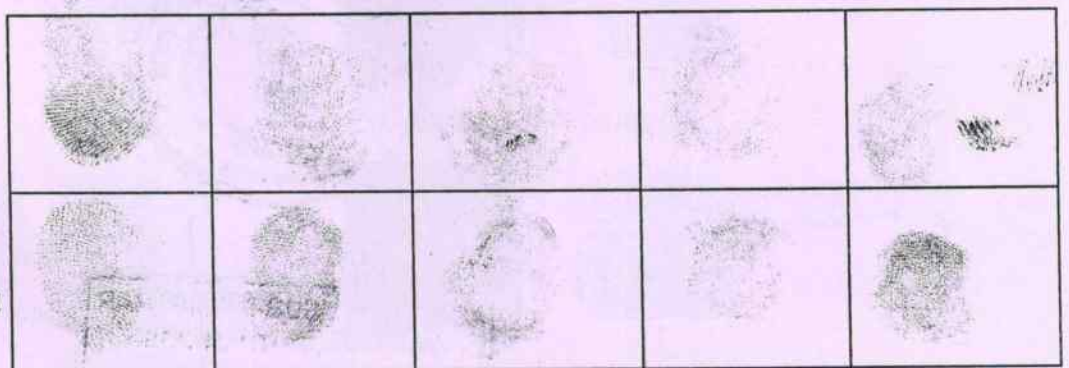
Name : ...ABDUL MANNAN
Sign : *SK. Abdul Mannan*



Name : ABDUL RASHID
Sign : *A. Rashid*



Name : OSIM RAHAMAN
Sign : *Osim Rahman*



Name : MERAJ AHMED
Sign : *Meraj Ahmed*











Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 02176 / 2014

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Shekhar Sarkar 67 A, Peary Mohan Roy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	 05/03/2014	 LTI 05/03/2014	Shekhar Sarkar 05-03-2014

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




Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shekhar Sarkar Address -67 A, Peary Mohan Roy Rd, Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027	Self	 05/03/2014	 LTI 05/03/2014	Shekhar Sarkar
2	Abdul Mannan Address -Village:Simulia, P.O. :-Simulia, District:-Purba Midnapore, WEST BENGAL, India, Pin :-721649	Self	 05/03/2014	 LTI 05/03/2014	Abdul Mannan
3	Abdul Rashid Address -T-194/13, Jugipara Lane, Kolkata, W. B., India, Pin :-700018	Self	 05/03/2014	 LTI 05/03/2014	Abdul Rashid
4	Osiur Rahaman Address -20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700016	Self	 05/03/2014	 LTI 05/03/2014	Osiur Rahaman

(Arbab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 02176 / 2014

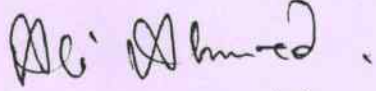
II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Meraj Ahmed Address -20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, Pin :-700016	Self		 LTI	
			05/03/2014	05/03/2014	

Name of Identifier of above Person(s)

Ali Ahmed
45/5, Diamond Harbour Road, Kolkata, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700027

Signature of Identifier with Date


5.3.2014



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 01725 of 2014
(Serial No. 02176 of 2014 and Query No. 1605L000003686 of 2014)

On 05/03/2014

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 : 48(g) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 05/03/2014

(Under Article : ,E = 7/- on 05/03/2014)

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.-5,62,30,481/-

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

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

Presented for registration at 13.20 hrs on :05/03/2014, at the Office of the A.D.S.R. ALIPORE by Shekhar Sarkar , one of the Executants.

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

Execution is admitted on 05/03/2014 by

1. Shekhar Sarkar
Secretary, New Mandira Co - Operative Housing Society Ltd., 67 A, Peary Mohan Roy Rd, Kolkata,
Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
, By Profession : Business
2. Abdul Mannan
Joint Secretary, New Mandira Co - Operative Housing Society Ltd., 67 A, Peary Mohan Roy Rd,
Kolkata, Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
, By Profession : Business
3. Abdul Rashid
Chairman, New Mandira Co - Operative Housing Society Ltd., 67 A, Peary Mohan Roy Rd, Kolkata,
Thana:-Chetla, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027.
, By Profession : Business

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

05/03/2014 14:43:00



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 01725 of 2014
(Serial No. 02176 of 2014 and Query No. 1605L000003686 of 2014)

4. Osiur Rahaman

Partner, M / S . D Zire, 20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata,
WEST BENGAL, India, Pin :-700016.
. By Profession : Business

5. Meraj Ahmed

Partner, M / S . D Zire, 20/2 B, Camac Street, Kolkata, Thana:-Shakespeare Sarani, District:-Kolkata,
WEST BENGAL, India, Pin :-700016.
. By Profession : Business

Identified By Ali Ahmed, son of Late Md. Rafique Khan, 45/5, Diamond Harbour Road, Kolkata,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Muslim, By Profession:
Business.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR