मारतीय गेर न्याथिक भारताय गेर न्याथिक भारत INDIA रु. 500 FIVE HUNDRED RUPEES

্র প্রশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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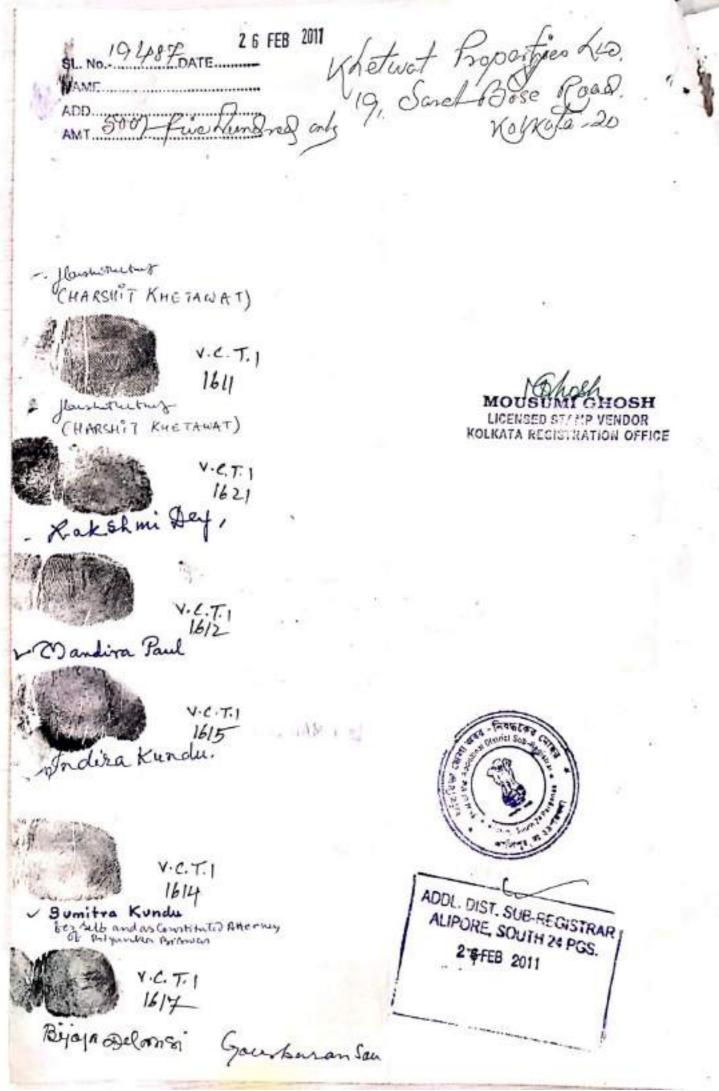
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Addl. Dist Sub-Registrar Althore South 3s Parganas

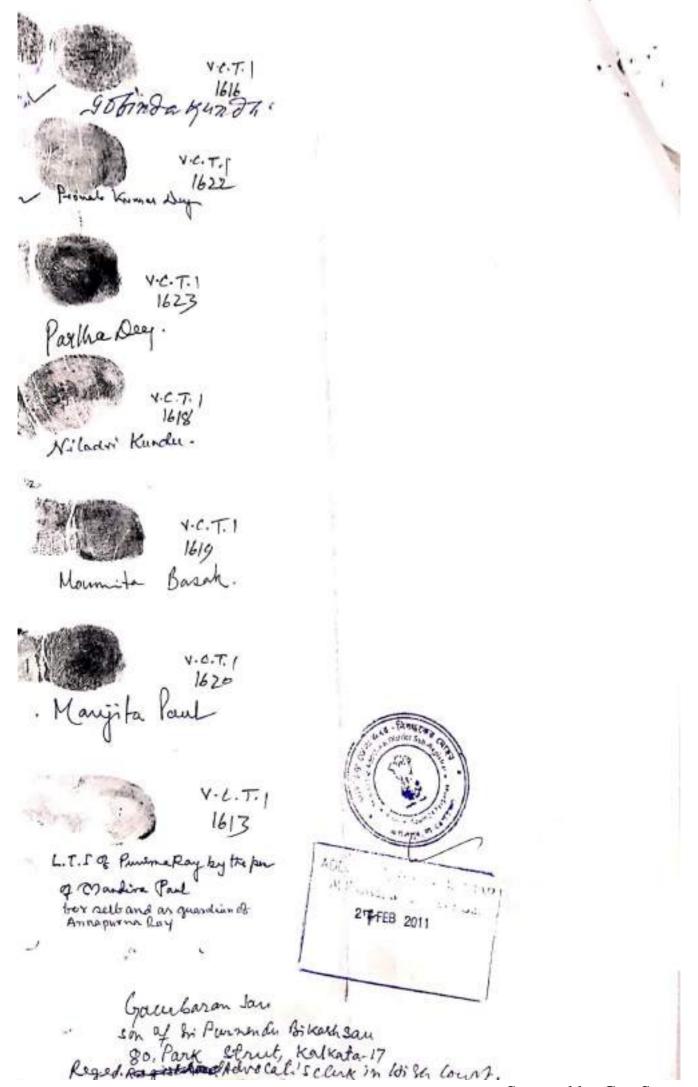
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THIS DEED OF CONVEYANCE made this 27 k day of Freeze two thousand and eleven BETWEEN (1) ARUN KRISHNA ROY TRUST ESTATE (2 LEE ROAD, CALCUTTA), a Family Benefit Private Trust, having its office at 104A, Sovabazar Street, Police Station: Jorabagan, Kolkata-700 005, represented by its only trustees (i) SMT. LAKSHMI DEY, wife of Pranab Kumar Dey and daughter of Late



Arun Krishna Roy, residing at 12/13, Gonbagan Street, Police Station Burtolla, Kolkata- 700 006 and (ii) SMT. MANDIRA PAUL, wife of Late Mahendra Nath Paul and daughter of Late Arun Krishna Roy, residing at 252D, Chittaranjan Avenue, Police Station Girish Park, Kolkata- 700 006 hereinafter referred to as "the TRUSTEE VENDORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said Trust, all its Trustees and each of their respective successor or successors-in-office/interest and/or assigns); AND (1) SMT. PURNIMA ROY, wife of Late Arun Krishna Roy, residing at 104A, Sovabazar Street, Police Station: Jorabagan, Kolkata- 700 005; (2) SMT, LAKSHMI DEY, wife of Pranab Kumar Dey and daughter of Late Arun Krishna Roy, residing at 12/13, Goabagan Street, Police Station: Burtolla, Kolkata- 700 006; (3) SMT. BLIOYA **DEBANSI**, wife of Taraprasanna Debansi and daughter of Late Arun Krishna Roy, residing at Rabindrapally, Suri, District: Birbhum, Police Station: Suri, West Bengal; (4) SMT. INDIRA KUNDU, wife of Dipak Kundu and daughter of Late Arun Krishna Roy, residing at Flat 3B, 3rd Floor, Sitaram Niwas, 33, Lake Town, Block 'B' Police Station: Lake Town, Kolkata- 700 089; (5) SMT. MANDIRA PAUL, wife of Late Mahendra Paul and daughter of Late Arun Krishna Roy, residing at 252D Chittaranjan Avenue, Police Station: Girish Park, Kolkata-700 006 having Income Tax Permanent Account Number AHXPP8883K, (6) SMT, SUMITRA KUNDU, wife of Gobinda Kundu and daughter of Late Arun Krishna Roy, residing at 175/1B, Manicktala Main Road Police Station: Phoolbagan, Kolkata- 700 054 having Income Tax Permanent Account Number AFYPK5310C; (7) MISS ANNAPURNA ROY, daughter of Late Arun Krishna Roy, residing at 104A, Sovahazar Street, Police Station Jorabagan, Kolkata- 700 005 represented by her mother and guardian Smt. Purnima Roy, all the above seven persons being the beneficiaries of the said Arun Krishna Roy Trust Estate (2 Lee Road, Calcutta) having a lifetime interest therein and hereinafter collectively referred to as "the LIFETIME BENEFICIARY VENDORS" (which expression shall unless excluded by or repugnant to the subject or context deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns); AND (1) SMT. PURNIMA ROY, wife of Late Arun Krishna Roy, residing at 104A, Sovabazar Street, Police Station: Jorabagan, Kolkata- 700 005; (2) SMT. LAKSHMI DEY, wife of Pranab Kumar Dey and daughter of Late Arun Krishna Roy, residing at 12/13, Goabagan Street, Police Station: Burtolla, Kolkata- 700 006, (3) SMT. BIJOYA DEBANSI, wife of Taraprasanna Debansi and daughter of Late Arun Krishna Roy, residing at Rabindrapally, Suri, District: Birbhum, Police Station: Suri, West Bengal; (4) SMT. INDIRA KUNDU, wife of Dipak Kundu and daughter of Late Arun Krishna Roy, residing at Flat 3B, 3rd Floor, Sitaram Niwas, 33, Lake Town, Block



'B' Police Station: Lake Town, Kolkata- 700 089; (5) SMT. MANDIRA PAUL, wife of Late Mahendra Paul and daughter of Late Arun Krishna Roy, residing at 252D Chittaranjan Avenue, Police Station: Girish Park, Kolkata-700 006 having Income Tax Permanent Account Number AHXPP8888K, (6) SMT. SUMITRA KUNDU, wife of Gobinda Kundu and daughter of Late Arun Krishna Roy, residing at 175/1B, Manicktala Main Road Police Station: Phoolbagan, Kolkata- 700 054 having Income Tax Permanent Account Number AFYPK5310C, (7) MISS ANNAPURNA ROY. daughter of Late Arun Krishna Roy, residing at 104A, Sovabazar Street, Police Station Jorabagan, Kolkata- 700 005, represented by her mother and natural guardian Smt. Purnima Roy; (8) PRANAB KUMAR DEY son of Late Bhaba Taran Dey and husband of Smt. Lakshmi Dey residing at 12/13, Goabagan Street, Police Station: Burtolla, Kolkata- 700 006; (9) PARTHA DEY, son of Pranab Kumar Dey and Smt. Lakshmi Dey, residing at 12/13, Goabagan Street, Police Station: Burtolla, Kolkata-700 006 having Income Tax Permanent Account Number AORPD3443H,; (10) SMT. MOUMITA BASAK, wife of Swarup Basak and daughter of Smt. Mandira Paul of 252D Chittaranjan Avenue, Police Station : Girish Park, Kolkata- 700 006,; (11) MANJITA PAUL, daughter of Late Mahendra Nath Paul and Smt. Mandira Paul residing at 252D Chittaranjan Avenue, Police Station: Girish Park, Kolkata- 700 006,; (12) GOBINDA KUNDU son of Late Shyamendra Mohan Kundu and husband of Smt. Sumitra Kundu residing at 175/1B, Manicktala Main Road Police Station: Phoolbagan, Kolkata- 700 054 having Income Tax Permanent Account Number AFVPK4503N; (13) NILADRI KUNDU, son of Gobinda Kundu and Smt. Sumitra Kundu, residing at 175/1B, Manicktala Main Road Police Station Phoolbagan, Kolkata- 700 054 having Income Tax Permanent Account Number AFLPK3568B; (14) SMT. PRIYANKA BISWAS, wife of Rahul Biswas and daughter of Sumitra Kundu of 175/1B, Manicktala Main Road Police Station: Phoolbagan, Kolkata- 700 054 and represented by her Constituted Attorney Smt. Sumitra Kundu; all fourteen above named being the ultimate beneficiaries of the said Arun Krishna Roy Trust Estate (2 Lee Road, Calcutta) and hereinafter collectively referred to as "the ULTIMATE BENEFICIARY VENDORS" (which expression shall unless excluded by or repugnant to the subject or context deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns); and the Trustee Vendors, the Lifetime Beneficiary Vendors and the Ultimate Beneficiary Vendors being hereinafter collectively referred to as "the VENDORS" of the ONE PART AND (1) KHETAWAT PROPERTIES LIMITED, a Company within the meaning of the Companies Act, 1956, having its registered office at 19A, Sarat Bose Road, Kolkata-700020 Police Station Bhowaniporehaving Income Tax Permanent Account Number





AUBPK2669L, represented by its Director namely Surendra Kumar Khetawat son of Late Prahladrai Khetawat of 19A, Sarat Bose Road, Police Station Bhowanipore, Kolkata-700020, (2) SURENDRA KUMAR KHETAWAT, son of Late Prahladrai Khetawat residing at 19A, Sarat Bose Road, Police Station Bhowanipore, Kolkata-700020having Income Tax Permanent Account Number AFCPK5719H and (3) HARSHIT KHETAWAT, son of Surendra Kumar Khetawat residing at 19A, Sarat Bose Road, Police Station Bhowanipore, Kolkata-700020, having Income Tax Permanent Account Number AAACL.5633M hereinafter collectively referred to as "the PURCHASERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of a Company its successors-in-office/interest and assigns and in case of individuals their respective heirs, successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

#### WHEREAS:

- The Vendors have assured, warranted and represented to the Purchasers as follows:
- A. Arun Krishna Roy during his lifetime was the legal and absolute owner in respect of All That piece or parcel of land measuring about 1 Bigha 10 Cottahs (equivalent to about 1976.16 Square Metres), together with an old three storied building, one storied servants quarters and other structures constructed on the Northern Portion and together with the four storied building constructed on the Southern Portion and lying situate at and being Municipal Premises No. 2, Lee Road [now known as O.C. Ganguly Sarani], under Police Station Bhowanipore, in the town of Kolkata-700 020 within the limits of Kolkata Municipal Corporation Ward No. 70, Sub-Registration Office and District Registration Office at Alipore, District: 24 Parganas (South) and hereinafter collectively referred to as "the said Total Property" and more fully and particularly mentioned and described in the First Schedule hereunder written.
- B. The said Arun Krishna Roy had during his lifetime divided the said Total Property into two portions being Northern Portion measuring about 20 Cottahs 14 Chittacks and 23 Square Feet and Southern Portion measuring about 574,78 square metres (equivalent to about 9 Cottahs 1 Chittack 22 square feet) and

thereafter sub-divided the Southern Portion into two further divided and demarcated lots.

- C. By a Deed of Lease dated 19th April, 1979 the said Arun Krishna Roy granted a lease in favour of Lee Properties in respect of All That the divided and demarcated part of the said Southern Portion out of the said Total Property containing an area of about 287.39 Square Metres for a period of 99 years at a monthly rent and subject to the terms and conditions contained and recorded in the said Deed of Lease which was duly registered with the Office of the District Sub-Registrar at Alipore in Book No. 1, Volume No.59 Pages 100 to 115 Being No. 2017 for the year 1979 (hereinafter referred to as "the First Lease").
- D. By another Deed of Lease of the same date i.e. 19th April, 1979 the said Arun Krishna Roy granted a lease in favour of Shanta Properties in respect of All That the divided and demarcated part of the said Southern Portion out of the said Total Property containing an area of about 287.39 Square Metres for a period of 99 years subject to the terms and conditions contained and recorded in the said Deed of Lease duly registered with the Office of the District Sub-Registrar at Alipore in Book No. I, Volume No. 85, Pages 43 to 58 Being No. 2018 for the year 1979 (hereinafter referred to as "the Second Lease").
- E. Upon granting the First Lease and the Second Lease as mentioned above in respect of the Southern Portion the said Arun Krishna Roy continued to hold the legal possession of the remaining portion of the said Total Property being the Northern Portion containing an area of about 20 Cottahs 14 Chittacks and 23 Square Feet together with the old three storied building, one storied servants quarters and other structures standing thereon and more fully described in the Second Schedule hereunder written and hereinafter referred to as "the said Property" subject to monthly tenancies in favour of (1) Hoechst Dyes and Chemicals Limited (2) The General Electric Company of India Limited and (3) Stone India Limited (formerly known as Stone Platt Electricals [India] Limited) hereinafter collectively referred to as "the Existing Tenancies".
- F. Subsequently, by and under an Indenture of Settlement/Trust dated 9th December, 1980 duly registered with the office of the District Sub-Registrar at Alipore in Book No. I, Volume No. 110, Pages 284 to 296 Being No. 5668 for the year 1980 (hereinafter referred to as "the Indenture of Trust") the said

Arun Krishna Roy absolutely transferred the said Total Property in favour of the Arun Krishna Roy Trust Estate (2, Lee Road, Calcutta) for the benefit of the persons mentioned therein. Accordingly the said Trust represented by its Trustees became the absolute lawful owner of the said Total Property subject to the First Lease, the Second Lease and the Existing Tenancies.

- G. By and under a Deed of Lease dated 29th July, 1981 (hereinafter referred to as "the Third Lease") duly registered with the Office of the District Sub-Registrar at Alipore in Book No. I, Volume No. 303 Pages 84 to 96 Being No. 9109 for the year 1981, the Trustees of the said Trust granted a lease in favour of Tribeni Tissues Limited in respect of the said Total Property for a period of 100 years subject to the First Lease and the Second Lease and the Existing Tenancies. The Vendors have recently come to learn that the Third Lease may not be legally valid, operative or binding and accordingly all references to the Third Lease hereinafter shall mean the Third Lease subject to the same being legally valid and operative under law.
- H. The said Arun Krishna Roy died intestate on 17th September, 2008 leaving behind his wife Smt. Purnima Roy and six daughters being (i) Smt Lakshmi Dey, (ii) Smt. Bijoya Debansi, (iii) Smt. Indira Kundu, (iv) Smt. Mandira Paul, (v) Smt. Sumitra Kundu and (vi) Annapurna Roy as his only legal heirs. In terms of the Indenture of Trust the said Arun Krishna Roy was during his lifetime a beneficiary to the extent of 40(forty) per cent share in the trust property and its income and upon his death the following persons became the beneficiaries in respect of his 40(forty) per cent share:

Name	Share in Arun Krishna Roy's 40 per cent			
Smt. Purnima Roy 3	10 %			
Smt Lakshmi Dey	4%			
Smt. Bijoya Debansi	4%			
Smt. Indira Kundu	4%			
Smt. Mandira Paul	4%			
Smt. Sumitra Kundu	4%			
Annapurna Roy	10%			
	40			

- I Smt. Bijoya Debansi was married to Taraprasanna Debansi and has a son named Debabrata Debansi but has been living separately from them since more than 12(twelve) years and has filed legal proceedings which are still pending and Smt. Bijoya Debansi has no connection whatsoever with her husband and son and is living alone. Accordingly, she has disinherited her husband and son from all her properties and has made a last Will and Testament bequeathing all her movable and immovable properties in favour of her mother Smt. Purnima Roy who accordingly is her legal heir.
- J. The said Smt. Lakshmi Dey and Smt. Mandira Paul are at present the only Trustees of the said Trust (hereinafter referred to as "the Trustees"). As per the provisions of the Indenture of Trust, the shares of the Lifetime Beneficiary Vendors would have devolved on the Ultimate Beneficiary Vendors after the lifetime of the Lifetime Beneficiary Vendors. The Lifetime Beneficiary Vendors and the Ultimate Beneficiary Vendors are the only lifetime and/or ultimate beneficiaries of the said Arun Krishna Roy Trust Estate (2 Lee Road, Calcutta) Save and except the Vendors herein, no other person has any right, title, interest and/or entitlement whatsoever in the said Total Property.
- K. The said Trust receives only an amount of Rs. 11,979/- per month as rent from the said Total Property after making a deduction of Rs. 1,331/- as Income Tax Deducted at Source [TDS]. Thus at present total gross income of the Trust is Rs. 11,979/- only per month. After defraying the costs and expenses and other outgoings including salaries of staffs, the net disbursable income available to the Trustee Vendors for disbursement/distribution amongst the beneficiaries is a meager sum of Rs. 6,500/- per month, which if distributed amongst the Lifetime Beneficiary Vendors comes to a paltry sum of less than Rs. 1,000/- per month for each of the said beneficiaries which is insufficient to even meet their day to day expenses. Most of the Lifetime Beneficiary Vendors are above the age of 60 years and have been suffering from various ailments and require medical attention including nursing which entails huge expenses and the paltry income from the said Total Property is totally inadequate and insufficient.
- L. The Trustee Vendors, the Lifetime Beneficiary Vendors and the Ultimate Beneficiary Vendors are of the unanimous view that the sale of the said Property is necessary in the interest of and for the benefit of all of them and that

in fact the purpose of the trust would be defeated If the said Total Property is not sold. Accordingly it has been mutually and unanimously decided by the Trustee Vendors, the Lifetime Beneficiary Vendors and the Ultimate Beneficiary Vendors that the Northern portion of the said Total Property shall be sold for a consideration of Rs. 78,75,000/- and the Southern Portion of the said Total Property shall be sold for a consideration of Rs. 26,25,000/- and that the total aggregate consideration of Rs. 1,05,00,000/-(Rupees one crore five lacs only) shall be kept in Fixed Deposits Accounts in the names of the Lifetime Beneficiary Vendors and the income from the same shall be used by the beneficiaries. The Vendors have mutually and unanimously agreed that the aforesaid amount of Rs. 1,05,00,000/- is adequate and sufficient consideration for transfer of the said Total Property taking into account inter alia the fact that the said Total Property is subject to the First Lease, the Second Lease, the Third Lease and the Existing Tenancies.

- In the said Indenture of Trust it is stated that the Trustees are by themselves not M. entitled to sell the trust property. Accordingly all the beneficiaries of the Trust (that is, the Lifetime Beneficiary Vendors and the Ultimate Beneficiary Vendors) have joined together with the Trustee Vendors and have jointly and unanimously agreed to sell the said Total Property by executing and registering two separate Deeds of Conveyance regarding the northern and southern portions of the said Total Property. Since all parties with interest in the said Total Property, being all the beneficiaries (that is, the Lifetime Beneficiary Vendors and the Ultimate Beneficiary Vendors) and all the trustees (that is, the Trustee Vendors) are joining the Deeds of Conveyance, there is no valid restriction to sale of the trust property. In any event any, provision of the Indenture of Trust contrary to law and in particular to the Transfer of the Property Act, 1882 including the provision absolutely restricting transfer of any property forever and/or any provision hit by the Rule against Perpetuity is inoperative and void and/or voidable and in any event the Vendors have jointly and severally rendered the same void and/or avoided the same and have unanimously decided and agreed to sell transfer and convey the said Total Property.
- N. The Vendors herein are the only persons entitled to any right, title or interest in the said Total Property in terms of the Indenture of Trust.

- O. No certificate proceeding and/or notice of attachment have been instituted and/or levied and/or served on the Vendors or any of their predecessors-in-title under any law including the Income Tax Act, 1961 and no notice has been served on the Vendors or any of their predecessors in title for the acquisition or requisition of the said Total Property or any part thereof under any law or Act and/or Rule and there are no orders of any Court of law affecting the said Total Property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority and there is no notification, declaration or notice affecting the said Total Property and no portion thereof has been vested, acquired, requisitioned and/or affected under any law.
- P. There is no excess vacant land or any restriction on transfer or any subsisting order affecting the said Total Property under the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other law and no return has been filed and no notice has been issued and no proceedings have commenced or are pending in respect thereof or thereunder.
- Q. The Vendors have not in any way dealt with the said Total Property or any part thereof, whereby the right, title and interest of the Vendors in respect of the said Total Property or any part thereof is or may be affected in any manner whatsoever.
- R. The Vendors have not entered into any other agreement or arrangement whatsoever regarding the said Total Property or any portion thereof and have not created any third party rights in respect of the same save and except the First Lease, the Second Lease, the Third Lease and the Existing Tenancies.
- S. The Vendors have a good and marketable title to the said Total Property free from all encumbrances charges liens claims demands mortgages prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever, subject however to the First Lease, the Second Lease, the Third Lease and the Existing Tenancies.
- II. The Vendors have unanimously agreed to sell to the Purchasers and the Purchasers have relied on the above representations of the Vendors and have searched

the registration records and satisfied that the Vendors have not registered any other sale deed in respect of the Total Property and have agreed to purchase ALL THAT the piece or parcel of land measuring about 20 Cottahs 14 Chittacks and 23 Square Feet, together with an old three storied building and one storied servants quarters and other structures constructed thereon lying situate at and being the Northern portion of the said Total Property, that is, Northern portion of Municipal Premises No. 2, Lee Road [now known as O.C. Ganguly Sarani], under Police Station - Bhowanipore, in the town of Kolkata- 700 020 within the limits of Kolkata Municipal Corporation Ward No. 70, Sub-Registration Office and District Registration Office at Alipore, District: 24 Parganas (South) more fully described and particularly mentioned in the Second Schedule hereunder written and hereinafter collectively referred to as "the said Property" free from all encumbrances, charges, liens, claims, demands, mortgages, leases, trusts, debutter, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject only to the Third Lease (provided the same is legally valid and operative under law) and the Existing Tenancies at and for a total agreed consideration of Rs. 78,75,000/- (Rupees seventy eight lacs seventy five thousand only). The Vendors have requested the Purchasers to make payment of the entire total agreed consideration in the names of the Lifetime Beneficiary Vendors only on behalf of all the Vendors by dividing the total agreed consideration into seven equal amounts and getting issued fixed deposit receipts in the names of the Lifetime Beneficiaries Vendors in the manner mentioned in the Memo of Consideration hereunder written. The Purchasers have accordingly at or before the execution hereof already paid the said entire sum of Rs. 78,75,000/- (Rupees seventy eight lacs seventy five thousand only) to the Vendors in the names of the Lifetime Beneficiary Vendors in the manner mentioned in the Memo of Consideration, being the full payment of the aforesaid agreed consideration and the Vendors have put the Purchasers in legal possession of the said Property.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 78,75,000/- (Rupees seventy eight lacs seventy five thousand only). being the total agreed consideration paid by the Purchasers to the Vendors in the manner aforesaid at or before the execution of these presents (the receipt whereof the Vendors do hereby as well as by the Memo of Consideration hereunder written admit and acknowledge and of and from the same release and discharge the Purchasers and the said Property hereby sold,

transferred and conveyed or intended so to be) the Vendors do hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Purchasers ALL THAT the piece or parcel of land measuring about 20 Cottahs 14 Chittacks and 23 Square Feet, together with an old three storied building and one storied servants quarters and other structures constructed thereon lying situate at and being the Northern portion of the said Total Property, that is, Northern portion of Municipal Premises No. 2, Lee Road [now known as O.C. Ganguly Sarani], under Police Station - Bhowanipore, in the town of Kolkata- 700 020 within the limits of Kolkata Municipal Corporation Ward No. 70, Sub-Registration Office and District Registration Office at Alipore, District: 24 Parganas (South) more fully described and particularly mentioned in the Second Schedule hereunder written and hereinafter collectively referred to as "the said Property" absolutely and forever free from all encumbrances, charges, liens, claims, demands, mortgages, leases, trusts, debutter, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, casements, injunctions, court orders, liabilities and lis pendens whatsoever subject only to the Third Lease (provided the same is legally valid and operative under law) and the Existing Tenancies OR HOWSOEVER OTHERWISE the said Property or any part or portion thereof now are or is any time or times heretofore, was or were situated, butted, bounded, called, known, numbered, described, mentioned identified or distinguished TOGETHER WITH all benefits and advantages of ancient and other rights all yards courtyards areas sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said Property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appertaining or enjoyed therewith or reputed to belong or to appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of said Property and of any and every part thereof AND all the legal incidences thereof AND all the entire estate right title interest inheritance share entitlement possession use trust property claim and demand whatsoever both at law and in equity of the Vendors whether under the said Indenture of Trust and/or by inheritance and/or otherwise in any manner whatsoever and whether vested or contingent, into or upon and in respect of the said Property and/or any and every part thereof herein comprised and hereby granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concerning the said Property or any part or percel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendors can or may

procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said Property hereby granted sold conveyed transferred assigned assured or expressed or intended so to be inclusive of right of free and uninterrupted passage of running water, soil, through the sewers, water courses, drains, cables, pieces, wires, which may at any time hereafter be in under or passing through the said Property with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and forever without any manner of condition use trust and other things whatsoever to alter defeat encumber or make void the same and free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupation rights liabilities trusts debutter attachments acquisitions requisitions vestings alignments executions prohibitions restrictions restrictive covenants easements injunctions court orders and lis pendens whatsoever AND the Vendors do hereby covenant with the Purchasers that the Vendors have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said Property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors may or can be prevented from granting selling conveying assigning and assuring the said Property or any part thereof AND THAT NOTWITHSTANDING any act deed matter or thing by the Vendors done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the lawful owners of and well and sufficiently seised and possessed of and entitled to the said Property hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the right, title or interest of the Vendors in respect of the said Property which the Vendors do hereby profess to transfer subsists AND THAT the Vendors now have in themselves good right and full and absolute power and indefeasible title to grant sell convey transfer assure and assign the said Property hereby granted sold conveyed transferred assured and assigned or expressed so to be unto and to the use of the Purchasers AND THAT the Vendors have duly made over legal possession of the said Property to the Purchasers herein with full right to get their names mutated in the records of the Kolkata Municipal Corporation as the owners thereof and the Purchasers have accepted the same AND THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the same without any lawful interruption claim or demand whatsoever from or by the Vendors or any person or

persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust for any of the predecessors in title of the Vendors AND THAT notwithstanding anything to the contrary contained elsewhere, it is expressly made clear that the transfer herein is subject to the Third Lease (provided the same is legally valid and operative under law) and the Existing Tenancies and the Purchasers herein shall stand substituted in the place and instead of the Vendors and all rights and entitlements of the Vendors under the Third Lease and the Existing Tenancies shall automatically and without any further act or deed stand attorned and transferred in favour of the Purchasers and all rent, payment, compensation, fee, profit receivable under the Third Lease and the Existing Tenancies shall now be receivable by the Purchasers herein and the Purchasers shall also be entitled to receive, take and/or obtain eviction and/or vacant and peaceful physical khas possession of the said Property and part or portion from the lessees and tenants of the Third Lease and the Existing Tenancies and for such purpose take all steps that they may deem fit and proper including challenging the legality and validity of the Third Lease AND THAT notwithstanding anything to the contrary contained elsewhere, it is expressly made clear that all the right title interest ownership and possession of the Vendors in the said Property shall stand transferred absolutely by virtue of this Deed in favour of the Purchasers herein AND THAT henceforth the Purchasers shall be the absolute lawful owners of the said Property AND the Vendors do hereby declare and confirm that this Deed of Conveyance is being executed and registered with the consent, concurrence and approval of all the Vendors who have unanimously agreed to absolutely sell transfer and convey the said Property in favour of the Purchasers herein AND THAT simultaneously with the execution of these presents neither the Vendors herein and/or any of their heirs, successors, executors, administrators and/or legal representatives nor the said Trust and/or any person or persons lawfully or equitably claiming from under or in trust for any of the Vendors or from under or in trust for any of the predecessors in title of the Vendors shall have any right title interest entitlement claim demand or connection whatsoever in respect of the said Property in any manner whatsoever AND THAT none of the Vendors and/or anybody claiming from under or interest form them shall at any time claim any right, title or interest in the said Property and/or challenge or question the absolute ownership of the Purchasers and/or the Purchasers successorsin-interest or assigns in any manner whatsoever AND THAT the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands

mortgages licenses occupancy rights trusts debutter prohibitions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements injunctions court orders and lis pendens whatsoever suffered or made or liabilities created in respect of the said Property by the Vendors or by any person or persons lawfully or equitably claiming from under or in trust for the Vendors and/or any of the predecessors in title of the Vendors AND THAT no part of the land comprised in the said Property is or can be deemed to be excess vacant land and/or be affected in any manner under the Urban Land (Ceiling and Regulation) Act, 1976 AND the said Property is not affected by any notice or order of attachment including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever AND THAT there is no certificate case or proceeding instituted or pending against the Vendors and/or concerning the said Property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force AND THAT no notice has been served on the Vendors or on their predecessors in title or any of them for the acquisition of the said Property or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendors have no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said Property or any part thereof AND THAT no suit and/or proceeding and/or court order is subsisting affecting the said Property and/or any part thereof nor the said Property and/or any part thereof has been or is lying attached under any writ of attachment of any Court or Revenue Authority AND THAT the Vendors do hereby indemnify the Purchasers fully in respect of the Purchasers not acquiring good and marketable title to the said property and/or in respect of any defect in title and/or in respect of any of the declarations representations agreements and assurances made or given by the Vendors herein being incorrect and/or in respect of any act omission, breach, violation or default by the Vendors AND THAT the Schedule and Plan annexed hereto shall form and constitute an integral part of this Deed and while making any interpretation of the meaning of this Deed the same shall be read and taken into consideration AND THAT the payment of the Total Consideration made at the request of the Vendors by the Purchasers in the names of the Lifetime Beneficiaries Vendors for the respective amounts mentioned against their respective names in the memo of consideration shall be deemed to be the goment made to all the Vendors in respect of their respective entitlements in the said reperty and shall fully and forever discharge the Purchasers and the said Proper AND

FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any right title interest or whatsoever in the said Property or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request of the Purchasers make do acknowledge and execute all such acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said Property.

## THE FIRST SCHEDULE ABOVE REFERRED TO:

"the said Total Property"

ALL THAT piece or parcel of land measuring about 1 Bigha 10 Cottahs (equivalent to about 1976.16 Square Metres), together with an old three storied building, one storied servants quarters and other structures constructed on the Northern portion and together with the four storied building constructed on the Southern Portion and lying situate at and being Municipal Premises No. 2, Lee Road [now known as O.C. Ganguly Sarani], under Police Station – Bhowanipore, in the town of Kolkata-700 020 within the limits of Kolkata Municipal Corporation Ward No. 70, Sub-Registration Office and Listrict Registration Office at Alipore, District: 24 Parganas (South), and delineated in YELLOW borders in the map or plan annexed hereto and butted and bounded in the manner following:

On the North : By Premises No. 2/1, Lee Road;

On the South : By Premises No. 4, Lee Road;

On the East : By Premises No. 2/1, Lee Road; and

On the West : By Lee Road [now known as O.C.

Ganguly Sarani);

#### THE SECOND SCHEDULE ABOVE REFERRED TO:

"the said Property"

ALL THAT the piece or parcel of land measuring about 20 Cottahs 14 Chittacks and 23 Square Feet, together with an old three storled building and one storied servants quarters and other structures constructed thereon lying situate at and being the Northern portion of the said Total Property, that is, Northern portion of Municipal Premises No. 2, Lee Road [now known as O.C. Ganguly Sarani], under Police Station – Bhowanipore, in the town of Kolkata-700 020 within the limits of Kolkata Municipal Corporation Ward No. 70, Sub-Registration Office and District Registration Office at

Alipore, District: 24 Parganas (South), and delineated in GREEN borders in the map or plan annexed hereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day month and year first above written.

EXECUTED AND DELIVERED by the TRUSTEE VENDORS at Kolkata in the presence of:

EXECUTED AND DELIVERED by LIFETIME BENEFICIARY VENDORS at Kolkata in the presence

Muhem Raciu. 878,9/rd 8mi Phi ofrano, cel-17

- Gousson an San. 80, Park Strut: Kalkata- 700017

Drafted by me Rama Paul Adrocale Alipaie Police Court Kolkela - 700027

Lakshni Dey, Smt. Lakshmi Dey as Trustee of Arun Krishna Roy Trust Estate (2 Lee Road, Calcutta)

Mandira Paul Smt. Mandira Paul as Trustee of Arun Krishna Roy Trust Estate (2 Lee Road, Calcutta)

Smt. Purnima Roy in Parallelings for self and as mother and natural guardian of Annapurna Roy

Lahelmi Dey,

Bippa Delmisi (Smt. Bijoya Debansi)

Inde Sa Hundu.

Mandira Paul (Smt. Mandira Paul)

Sumitra Kunda (Smt. Sumitra Kundu)

the ULTIMATE BENEFICIARY
VENDORS at Kolkata in the presence

Mohay Khances

Gamber on Sar.

by the man & Domina Ray

Smt. Purnima Roy for self and as mother and natural guardian of Annapurna Roy

Lakshmi Day,

(Smt. Lakshmi Dey)

Byoya Delansi (Smt. Bijoya Debansi)

Indisa bundu

(Smt. Indira Kundu)

(Smt. Mandira Paul)

Sumitra Kundu

(Smt. Sumitra Kundu) for self and as constituted attorney of Priyanka Biswas

Pronal Kunn Day. (Pranab Kumar Dey)

Partha Dey.

Mourita Basak.

Mariji fu Paul (Manjita Paul)

gobinda kundh.

(Gobinda Kundu)

Niladri Kundu. (Niladri Kundu) EXECUTED AND DELIVERED by

the PURCHASERS at Kolkata in the

presence of

Mahan Khanus

Gourbaran San.

Properties Lid.

(SUNCHORS MUMAR KHETAWAT)

CHARSHIT KHETAWAT

RECEIVED of and from the within named Purchasers the within mentioned Total Consideration amounting to Rs. 78,75,000/- (Rupees seventy eight lacs seventy five thousand only) for absolute sale and transfer of the said Property by all the Vendors in the manner following:-

	Date	Fixed Deposit Receipt No.:	Bank	Amount
Smt, Purnima Roy	26.02.2011	Amount included in TDR/CBS-A 2104723	Allahabad Bank	Rs. 11,25,000/-
Smt Lakshmi Dey	26.02.2011	Amount included in TDR/CBS-A 2104718	Allahabad Bank	Rs. 11,25,000/-
Smt. Bijoya Debansi	26.02.2011	Amount included in TDR/CBS-A 2104722	Allahabad Bank	Rs. 11,25,000/-
Smt. Indira Kundu	26.02.2011	Amount included in TDR/CBS-A 2104721	Allahabad Bank	Rs. 11,25,000/-
Smt. Mandira Paul	26.02.2011	Amount included in TDR/CBS-A 2104720	Allahabad Bank	Rs. 11,25,000/-
Smt. Sumitra Kundu	26.02.2011	Amount included in 42413/0354529	IDBI BANK	Rs. 11,25,000/-
Annapurna Roy	26.02.2011	Amount included in TDR/CBS-A 2104724	Allahabad Bank	Rs. 11,25,000/-
			Total	Rs. 78,75,000/-

(Rupees seventy eight lacs seventy five thousand only)

Mohous Khanni

Goerboran San.

Kakelmi Day, Smt. Lakshmi Dey as Trustee of Arun Krishna Roy Trust Estate (2 Lee Road, Calcutta)

Mandira Paul Smt. Mandim Paul as Trustee of Arun Krishna Roy Trust Estate (2 Lec Road, Calcutta)

Smt. Purnima Roy for self and as mother and natural guardian of

Annapurna Roy

3

Latelmi Dey (Smt. Lakshmi Dey)

Bigge selection

(Smt. Bijoya Debansi)

Indira kundu.

(Smt. Indira Kundu)

Candira Paul (Smt. Mandira Paul)

Sumitra Kundu

(Smt. Sumitra Kundu) for self and as constituted attorney of Priyanka Biswas

Provado Kamer Aug. (Pranah Kumar Dey)

Parlha Deep.

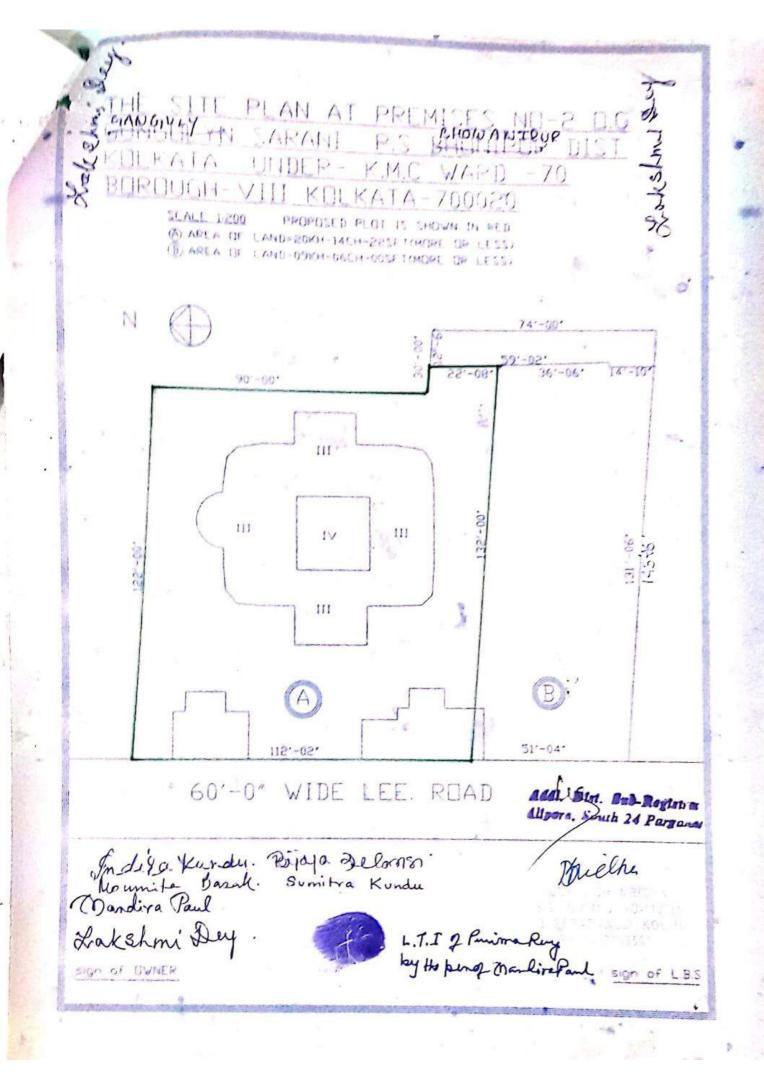
Mourita Basak. (Smt. Mourita Basak)

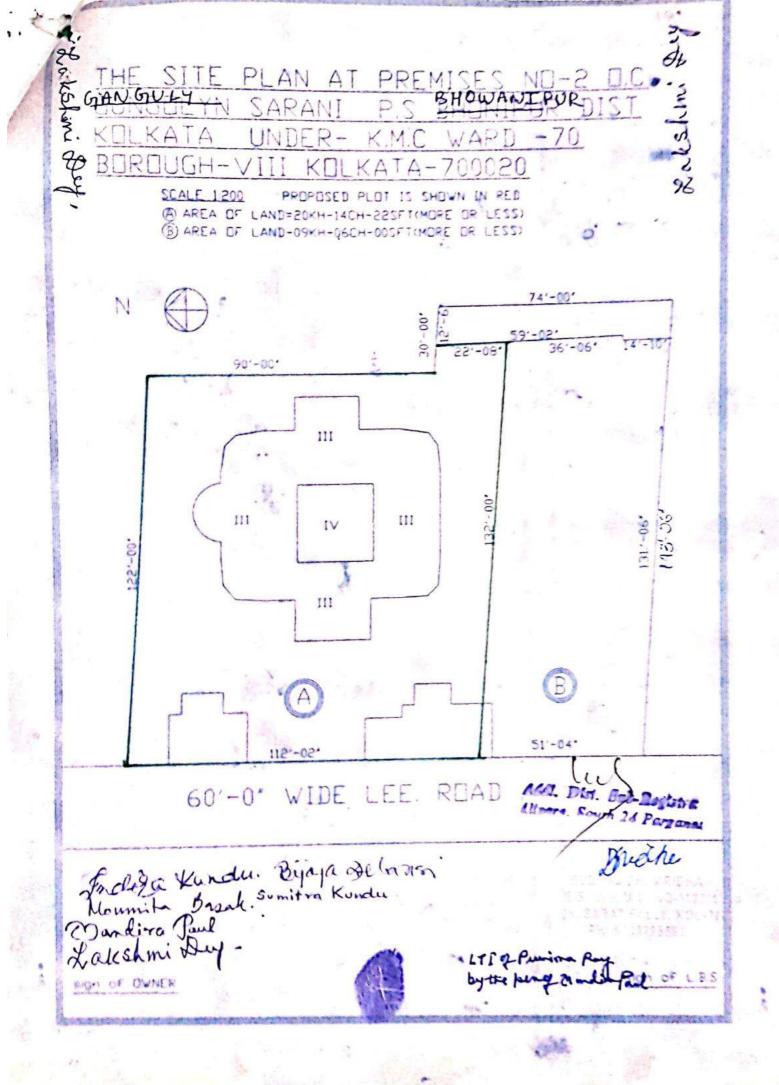
Marijita Poul

(Gobinda Kundu)

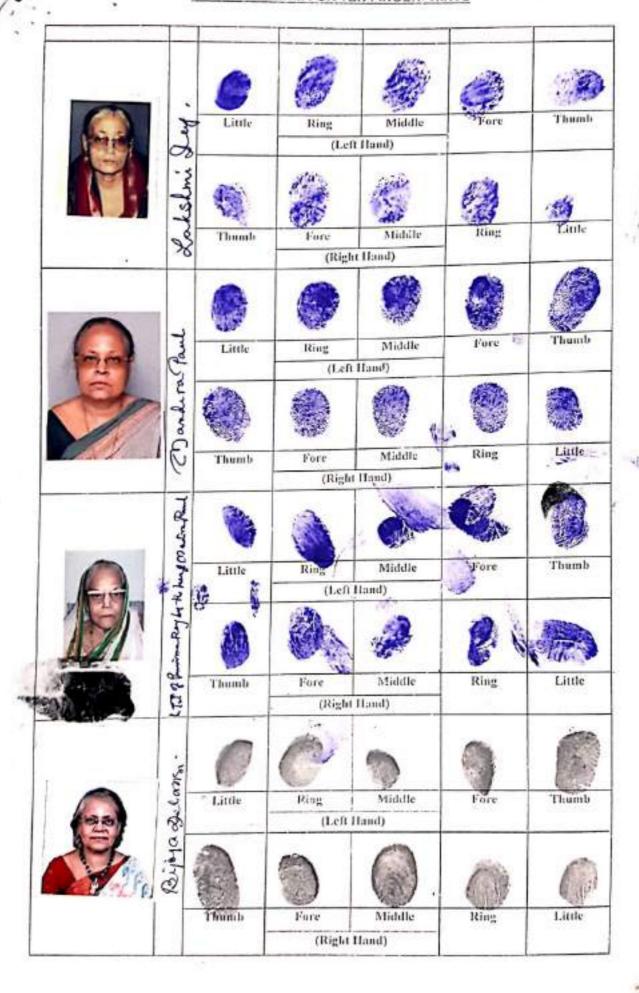
Niladri Kundu .

(Niladri Kundu)





### SPECIMEN FORM FOR TEN FINGERPRINTS



## SPECIMEN FORIVI FOR TEN FINGERPRINTS

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### SPECIMEN FORM FOR TEN FINGERPRINTS



## SPECIMEN FORM FOR TEN FINGERPRINTS

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# Government Of West Bengal

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

Endorsement For Deed Number : I - 01568 of 2011

(Serial No. 01950 of 2011)

On

Payment of Fees:

On 27/02/2011

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

Presented for registration at 14.30 hrs on: 27/02/2011, at the Private residence by Harshit Khetawat, one of the Claimants.

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

Execution is admitted on 27/02/2011 by

- Lakshmi Dey
   Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700005.

   By Profession: ----
- Mandira Paul
   Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700005.

   By Profession: ----
- Indira Kundu, son of Dipak Kundu, Sitaram Niwas, 3rd Floor., B, Flat No.3 B, 33, Lake Town, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, P.O.: Pin:-700089. By Caste Hindu, By Profession: ----
- Bijoya Debansi
   Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700005.

   By Profession: ----
- Purnima Roy
   Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana;-Jorabagan,
   District:-Kolkata, WEST BENGAL, India, P.O. :- Pin:-700005.
   By Profession: -----
- Sumitra Kundu
   Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700005.

   By Profession: ----
- Gobinda Kundu
   Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazer St., Kolkata, Thana:-Jodabagan, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700005.

   By Profession: ----

( Utpal Kumar Basu )
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 4

01/03/2011 04:49:00 P



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

# Endorsement For Deed Number : I - 01568 of 2011

(Serial No. 01950 of 2011)

Pranab Kumar Dev

Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700005 . , By Profession : ----

Partha Dev

Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazer St., Kolkata, Thana:-Jodabagan, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700005. , By Profession : ----

10. Niladri Kundu

Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700005. , By Profession : ----

Moumita Basak

Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazer St., Kofkata, Thana:-Jodabagan, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin:-700005. , By Profession : ----

12. Manjita Paul

Trustee, Arun Krishna Roy Trust Estate, 104 A. Sovabazer St., Kolkata, Thana:-Jodabagan, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700005.

, By Profession : ----

13. Harshit Khetawat

Director, Khetawat Properites Ltd., 19 A, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020 .

. By Profession : ----

Surendra Kumar Khetawat

Director, Khetawat Properties Ltd., 19 A. Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O.: - Pin:-700020 .

, By Profession : ----

Identified By Gourabaran Sau, son of Purnendu Bikash Sau, 80, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin :-700017, By Caste: Hindu, By Profession: Law Clerk.

#### **Executed by Attorney**

Execution by

( Utpal-Kumar Basu ) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 4



# Government Of West Bengal

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

## Endorsement For Deed Number: I - 01568 of 2011

#### (Serial No. 01950 of 2011)

 Sumitra Kundu, Representative of Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700005. as the constituted attorney of Priyanka Biswas is admitted by him.

Identified By Gourabaran Sau, son of Purnendu Bikash Sau, 80, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017, By Caste: Hindu, By Profession: Law Clerk.

#### Executed by guardian

Execution is admitted by

Trustee, Arun Krishna Roy Trust Estate, 104 A, Sovabazar Street, Kolkata, Thana:-Jorabagan, 1. Purnima Roy, Representative of District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700005. as the guardian of minor Annapurna Roy

Identified By Gourabaran Sau, son of Purnendu Bikash Sau, 80, Park Street, Kolkata, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.: Pin:-700017, By Caste: Hindu, By Profession: Law Clerk.

> ( Utpal Kumar Basu ) ADDITIONAL DISTRICT SUB-REGISTRAR

## On 28/02/2011

# 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.-80405496/-

Certified that the required stamp duty of this document is Rs.- 5628405 /- and the Stamp duty paid as: Impresive Rs.- 500/-

( Utpal Kumar Basu ) ADDITIONAL DISTRICT SUB-REGISTRAR

### On 01/03/2011

# 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 Cash

Rs. 0/-, on 01/03/2011

( Utpal Kumar Basu ) ADDITIONAL DISTRICT SUB-REGISTRAR

01/03/2011 04:49:00 P

EndorsementPage 3 of 4



# Government Of West Bengal Office Of the A. D. S. R. ALIPORE

District:-South 24-Parganas

Endorsement For Deed Number : I - 01568 of 2011

(Serial No. 01950 of 2011)

#### Amount by Draft

- Rs. 294823/- is paid, by the draft number 159936, Draft Date 28/02/2011, Bank Name State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 01/03/2011
- Rs. 294823/- is paid, by the draft number 159940, Draft Date 28/02/2011, Bank Name State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 01/03/2011
- Rs. 294823/- is paid, by the draft number 159943, Draft Date 28/02/2011, Bank Name State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 01/03/2011

( Under Article : A(1) = 884455/- ,E = 14/- on 01/03/2011 )

#### Deficit stamp duty

Deficit stamp duty

- Rs. 1876135/- is paid, by the draft number 159941, Draft Date 28/02/2011, Bank Name State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 01/03/2011
- Rs. 1876135/- is paid, by the draft number 159942, Draft Date 28/02/2011, Bank Name State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 01/03/2011
- Rs. 1876135/- is paid, by the draft number 159937, Draft Date 28/02/2011, Bank Name State Bank of India, ASHUTOSH MUKHERJEE RD-KOLKATA, received on 01/03/2011

( Utpal Kumar Basu ) ADDITIONAL DISTRICT SUB-REGISTRAR

( Utpal Kumar Basu )
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 4 of 4

01/03/2011 04:49:00 P

## Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 7 Page from 1920 to 1954 being No 01568 for the year 2011.



(Utpal Kumar Basu) 01-March 2011 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. ALIPORE West Bengal