

SAHA & F

Advocates

3A/1, 3rd Floor, Hastings Chambers

7C, Kran Shankar Roy Road

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SURANJAN MUSHCINES Licensed States Court C. C. Court - 23 3 K. L. may ham, Roba

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Piper Racom PRIVATE LIMITED

Piper Racon Ch. Dey

Authorised Signatory

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Addl. District Sub-Registrar Bauripur, South 24 Parganas

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P.O - Mallickpun

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And

3.2 **Recoup Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 99A, Park Street, Police Station Park Street, Kolkata-700016 **[PAN AAFCR4144Q]**, represented by its authorized signatory, Dipankar Chandra Dey, son of Dulal Chandra Dey, of 99A, Park Street, Police Station Park Street, Kolkata-700016 **(Purchaser**, includes successors-in-interest)

And

3.3 Sumanta Sarkar, son of Sambhunath Sarkar, residing at Village Khas Mallick, Post Office Dakshin Gobindapur, Police Station Baruipur, Kolkata-700145 (Confirming Party, includes successors-in-interest).

Vendor, Purchaser and Confirming Party collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 11 (eleven) decimal, more or less [equivalent to 6.6550 (six point six five five zero) cottah, more or less], being entirety of R.S./L.R. Dag No. 92, recorded in L.R. Khatian No. 635, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in the Schedule below and the said R.S./L.R. Dag No. 92 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.
- 5. Background, Representations, Warranties and Covenants
- 5.1 **Representations and Warranties Regarding Title:** The Vendor and the Confirming Party have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 **Ownership of Prafulla Chandra Ghosal:** Prafulla Chandra Ghosal was the recorded owner of the Said Property, free from all encumbrances.
- 5.1.2 **Sale to Harimati Dasi:** By a Deed of Conveyance in Bengali Language (*kobala*) dated 21st June, 1960, registered in the Office of the Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No. 71, at Pages 218 to 219, being Deed No. 6248 for the year 1960, Prafulla Chandra Ghosal sold, conveyed and transferred the entirety of the Said Property to Harimati Dasi, free from all encumbrances and for the consideration mentioned therein.
- 5.1.3 **Sale to Projjal Kanti Chowdhury:** By a Deed of Conveyance in Bengali Language (kobala) dated 14th March, 1967, registered in the Office of the Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No. 42, at Pages 88 to 91, being Deed No. 1843 for the year 1967, Harimati Dasi sold, conveyed and transferred the entirety of the Said Property to Projjal Kanti Chowdhury, free from all encumbrances and for the consideration mention therein.

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- 5.1.4 **Sale to Vendor:** By a Deed of Conveyance in Bengali Language (*kobala*) dated 11th October, 2012, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, CD Volume No. 32, at Pages 6103 to 6112, being Deed No. 10566 for the year 2012, Projjal Kanti Chowdhury sold, conveyed and transferred *inter alia* the Said Property to Vendor, free from all encumbrances and for the consideration mention therein.
- 5.1.5 **Absolute Ownership of Vendor:** In the aforesaid circumstances, the Vendor has become the undisputed and absolute owner of the Said Property.
- Joining of Confirming Party: By a Deed of Conveyance in Bengali Language (kobala) dated 16th August, 2012 (Said Deed), registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, CD Volume No. 36, at Pages 3201 to 3210, being Deed No. 08658 for the year 2012, the Confirming Party purchased the Said Property from Ashit Ghosal, only legal heir of Late Prafulla Chandra Ghosal, who however, did not have right or title to sell the Said Property as the same had already been sold earlier to the predecessors-in-interest of the Vendor herein by the predecessor-in-title of the said Ashit Ghosal. Consequently, the Confirming Party acquired neither title to nor possession of the Said Property. However, to remove all doubt and uncertainty, the Confirming Party has joined this Conveyance to surrender, release and relinquish all his right, title, interest and claim of any and every and whatsoever or howsoever nature in the Said Property, which he had supposedly and allegedly acquired on the basis of the Said Deed (which did not confer any title to the Confirming Party), for a consideration of Rs.2,00,000/- (Rupees two lac).
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:**The Vendor and Confirming Party represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor and the Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the *Panchayet* Authority or Government or any Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor and Confirming Party:** The Vendor and the Confirming Party 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 and Confirm:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser and the Confirming Party has good right, full power and absolute authority to confirm such sale.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.

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- 5.2.6 **No Right of Pre-emption:** No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor or the Confirming Party by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or the Confirming Party or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Confirming Party or the Vendor's or Confirming Party's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable and the right of the Confirming Party to confirm the sale is legally valid.
- 5.2.9 **No Personal Guarantee:** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively Representations).
- 6.2 Surrender of Rights by Pushpadant Infrastructure Limited: Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2nd Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP1441G] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchaser.
- 6.3 **Confirmation of Confirming Party:** The Confirming Party hereby confirms the sale of the Said Property in favour of the Purchaser and also hereby surrenders, releases and relinquishes all his right, title, interest and claim of any and every and whatsoever or howsoever nature in the Said Property, which he had supposedly and allegedly acquired on the basis of the Said Deed (which did not confer any title to the Confirming Party), to and in favour of the Purchaser. The Confirming Party further confirms that the Confirming Party has no objection to this Conveyance being granted in favour of the Purchaser and to record the same, the Confirming Party has joined and executed this Conveyance.

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7. Transfer and Confirmation

- 7.1 **Transfer Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the **Schedule** below, being, land classified as sali (agricultural) measuring 11 (eleven) decimal, more or less [equivalent to 6.6550 (six point six five five zero) cottah, more or less], being entirety of R.S./L.R. Dag No. 92, recorded in L.R. Khatian No. 635, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, and the said R.S./L.R. Dag No. 92 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 **Vendor's Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.3,33,333/- (Rupees three lac thirty three thousand three hundred and thirty three) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as by the Vendor's Receipt and Memo of Consideration hereunder written, admits and acknowledges.
- 7.3 **Confirmation Hereby Made:** The Confirming Party hereby confirms the aforesaid transfer of the Said Property by the Vendor to the Purchaser and further surrenders, releases and relinquishes all his right, title, interest and claim of any and every and whatsoever or howsoever nature in the Said Property, which he had supposedly and allegedly acquired on the basis of the Said Deed (which did not confer any title to the Confirming Party), to and in favour of the Purchaser.
- 7.4 **Confirming Party's Consideration:** The Confirming Party has joined and confirmed this Conveyance in consideration of a sum of Rs.2,00,000/- (Rupees two lac) paid by the Purchaser to the Confirming Party, receipt of which the Confirming Party hereby as well as by the Confirming Party's Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer

- 8.1 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or the Confirming Party or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Confirming Party or the Vendor's or Confirming Party's predecessors-in-title.

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- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor and the Confirming Paty 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:
- Indemnification: Indemnification by the Vendor and the Confirming Party about 8.2.1 the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor and the Confirming Party shall, at the costs, expenses, risk and responsibility of the Vendor and the Confirming Party, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 8.4 Outgoings All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- Holding Possession: The Vendor and the Confirming Party hereby covenant that 8.5 the Purchaser and its assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor or the Confirming Party.
- 8.6 Indemnity: The Vendor and the Confirming Party hereby covenant that the Vendor and the Confirming Party or any person claiming under the Vendor and the Confirming Party in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 No Objection to Mutation: The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to

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Addl. District Sub-Registrar Bauripur, South 24 Parganas

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cooperate with the Purchaser in all respect for causing mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

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

Schedule (Said Property)

Land classified as *sali* (agricultural) measuring **11** (**eleven**) **decimal**, more or less [equivalent to 6.6550 (six point six five five zero) *cottah*, more or less], being entirety of **R.S./L.R.** *Dag* **No. 92**, recorded in **L.R.** *Khatian* **No. 635**, *Mouza* **Hariharpur**, **J.L. No. 11**, **Police Station Baruipur**, within the jurisdiction of **Hariharpur** *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas, more fully described in the **Schedule** below and the said R.S./L.R. *Dag* No. 92 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North: By R.S./L.R. Dag No. 61

On the East: By R.S./L.R. Dag No. 93

On the South : By R.S./L.R. Dag No. 60

On the West: By R.S./L.R. Dag No. 91

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

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9. Execution and Delivery

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

[Jayanta Kumar Mondal] [Vendor]

[Recoup Tracom Private Limited]
[Authorized Signatory]
[Purchaser]

[Sumanta Sarkar]
[Confirming Party]

Drafted by:

Jautush Chaudhuri High Court, Calcutta

Witnesses:

Signature Saidul Islam Sekh Signature Rafits Molla

Name Saidul Islam Sekh Name Rafits Molla

Father's Name Nun Islam Sekh Father's Name Abubakkas Molla

Address vil-Harihanpun, P.O- Address Dehime Jan Mollo

Malliekpun, P.S-Barnipun



Receipt and Memo of Consideration of Vendor

Received from the within named Purchaser the within mentioned sum of Rs.3,33,333/-(Rupees three lac thirty three thousand three hundred and thirty three) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above.

Mode	Date	Bank	Amount (Rs.) 3,33,333/-
By Pay Order No. 365022	07 3 .11.2012	AXIS Bank Ltd.	
	3,33,333/-		

[Jayanta Kumar Mondal] [Vendor]

Witnesses:

Signature All Make Signature Rakik Molla

Name After My Hake Name Rakik Molla

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Receipt and Memo of Consideration of Confirming Party

Received from the within named Purchaser the within mentioned sum of Rs.2,00,000/-(Rupees two lac) towards full and final payment for surrender of rights and claims to the Purchaser over the Said Property described in the **Schedule** above.

Mode	Date	Bank	Amount (Rs.)
By Poylorder No. 365050	08.11.2012		2,00,000/-
		Total	2,00,000/-

[Sumanta Sarkar]

[Confirming Party]

Witnesses:

Signature Saidul Sslam Sekh Signature Rafik Molla

Name Saidul Sslam Sekh Name Rafik Molla



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SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
Dipankavi Ch Jez	Little	Ring	Middle (Left	Fore Hand)	Thumb	
				TIGHTS)		
		Thumb	Fore	Middle (Right	Ring Hand)	Little
	Little	Ring	Middle (Left	Fore Hand)	Thumb	
50 m	nandu San kan					
		Thumb	Fore	Middle (Right	Ring Hand)	Little .
1		Little	Ring	Middle (Left	Fore Hand)	Thumb
Frondol			(LSI)			
10		Thumb	Fore	Middle (Right	Ring Hand)	Little





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NO.35, UNDER HARIHARPUR GRAMPANCHAYAT, P.S. - BARUIPUR, DIST. - SOUTH 24 PARGANAS. SITE PLAN_SHOWING THE POSITION OF C.S. & R.S. DAG NO. - 92, AT MOUZA - KHASMALLICK, J.L. DAG NO. suman ta Sost dan 11 DECIMALS (M/L) AREA OF LAND DAG NO. 91 60'-0" RECOUP TRACOM PRIVATE LIMITED Spankan ch DAG NO - 61 **DAG NO - 93** 75'-6" **Authorised Signatory** C.S. & R.S. DAG NO - 92 64'-0" DAG NO DAG NO DAG NO - 92 GOLAM KADER LASKAR SCALE - 1" INCH = 33' FT. Trace by Azal Monda ZAD MONDAL L.C. NO. - 374 Remain P.O. & P.S. - Barulour Drawn by: 100 COLD 100 UN PCO SURVEYER.



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

Endorsement For Deed Number: I - 00191 of 2013 (Serial No. 12483 of 2012)

On

Payment of Fees:

On 08/11/2012

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

Presented for registration at 14.12 hrs on :08/11/2012, at the Private residence by Dipankar Chandra Dey ,Claimant.

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

Execution is admitted on 08/11/2012 by

- 1. Jayanta Kumar Mondal, son of Kalipada Mondal, Village:Baruli, Thana:-Sonarpur, P.O. :District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession: Others
- 2. Sumanta Sarkar, son of Sambhunath Sarkar, Village:Dakshin Gobindapur, Thana:-Baruipur, P.O.:-,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Business
- Dipankar Chandra Dey
 Authorized Signatory, Recoup Tracom Pvt. Ltd., 99 A Park Street, Thana:-Park Street, P.O.:-,District:-Kolkata, WEST BENGAL, India, .
 , By Profession: Business

Identified By Saidul Islam Sekh, son of Nur Islam Sekh, Village: Hariharpur, Thana: Baruipur, P.O.: District: South 24-Parganas, WEST BENGAL, India, , By Caste: Muslim, By Profession: Business.

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 04/12/2012

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.-9,99,999/-

Certified that the required stamp duty of this document is Rs.- 50010 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Panchali Munshi) ADDITIONAL DISTRICT SUB-REGISTRAR

On 08/01/2013

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

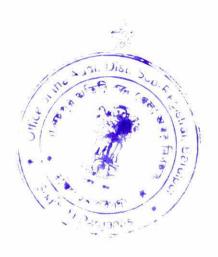
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23, 5 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR

08/01/2013 12:02:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number: I - 00191 of 2013 (Serial No. 12483 of 2012)

Amount By Cash

Rs. 0.00/-, on 08/01/2013

Amount by Draft

Rs. 10996/- is paid , by the draft number 751371, Draft Date 18/12/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 08/01/2013

(Under Article : A(1) = 10989/-, E = 7/- on 08/01/2013)

Deficit stamp duty

Deficit stamp duty Rs. 50010/- is paid, by the draft number 751370, Draft Date 18/12/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 08/01/2013

(Panchali Munshi)
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 3115 to 3130 being No 00191 for the year 2013.



(Panchali Munshi) 08-January-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARUIPUR West Bengal