8809 KM/35 Q- 6196/12 Saha & Ray

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RUPEES

रूपये RS-10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

57AA 395518

Contined that the document is admitted in registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addil. District Suh-Registrar Baruipur. South 24 Parganes

5'JUN 2012

CONVEYANCE

1. Date:

24 May 2012

- 2. Place: Kolkata
- 3. Parties:
- 3.1 Sukanta Das, son of Sudhir Das, residing at East Jaynagar Ray, Das and Ghorui Para, Post Office Langalberia, Police Station Sonarpur, Kolkata 700145, South 24 Parganas

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v. e-ti 2025

FOR DARPAD PROMOTERS PUT. LTD.
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Director



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Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 4 MAI 2012



3.2 Bishwajit Das, son of Sudhir Das, residing at East Jaynagar Ray, Das and Ghorui Para, Post Office Langalberia, Police Station Sonarpur, Kolkata - 700145, South 24 Parganas

(collectively Vendors, includes successors-in-interest)

### And

3.3 Darpad Promoters Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1st floor, 14, Netaji Subhash Road, Police Station Hare Street, Kolkata-700001, represented by its authorized signatory, Abinash More, son of Rajendra Prasad Agarwala, of 18A, Mayfair Road, Police Station Karaya, Kolkata-700019
(Purchaser, includes successors-in-interest)

Vendors and Purchaser collectively Parties and individually Party.

### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Sali (agricultural) land measuring 41 (forty one) decimal [equivalent to 1 (one) bigha 4 (four) cattah 12 (twelve) chittack and 39.6 (thirty nine point six) square feet], more or less, being the entirety of R.S./L.R. Dag No. 12, recorded in L.R. Khatian Nos. 352 and 592, Mouza Khas Mallick, J.L. No. 35, 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. 12 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 Vendors 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 Vendors have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Ownership of Said Property: The Said Property was originally owned by Balai Chandra Das alias Kartick Chandra Das and Sudhir Chandra Das under L.R. Khatian No. 352 and 592 respectively, each having an undivided equal share therein, free from all encumbrances.
- 5.1.2 Demise of Balai Chandra Das: Balai Chandra Das a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him, surviving his 2 (two) sons, namely, Sushanta Das and Gobinda Das and 4 (four) daughters, namely, Ira Khamaru, Reba Haldar, Rekha Das and Sikha Haldar, as his only legal heirs and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Balai Chandra Das in the Said Property.

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Addl, District Sub-Registrar Bauriour South 24 Parganas

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- 5.1.3 Fartition Suit: In the year 2003, Sudhir Chandra Das, Gour Das, Nitai Chandra Das and 2 (two) sons of Late Balai Chandra Das, i.e. Susanta Das and Gobinda Chandra Das filed a partition suit before the Learned Civil Judge (Senior Division), Baruipur, against the daughters of Late Balai Chandra Das, i.e. Ira Khamaru, Reba Haldar, Rekha Das and Sikha Haldar, which was duly recorded under Title Suit No. 3 of 2003 (Partition Suit).
- 5.1.4 Final Order in Partition: By a Final Order dated 7th August, 2003, passed in the Partition Suit by the Learned Civil Judge (Senior Division), Baruipur, pursuant to a Compromise Petition filed by the parties to the Partition Suit, the Said Property inter alia was partitioned in the following manner:

SI. No.	Name of the Owners of the Said Property	Entitlement of Area in the Said Property		
1	Sudhir Chandra Das	20 (twenty) decimal		
2	Ira Khamaru, Reba Haldar, Rekha Das and Sikha Haldar	21 (twenty one) decimal		
	Total Area	41 (forty one) decimal		

- 5.1.5 Deed of Gift to Vendor No. 3.1: By a Deed of Gift in Bengali Language (Daanpatra) dated 7th March, 2005, registered in the Office of the Additional District Sub-Registrar, Baruipur, in Book No. I, Volume No. 25, at Pages 349 to 353, being Deed No. 1159 for the year 2006, Sudhir Chandra Das, out of natural love and affection, unconditionally gifted land measuring 20 (twenty) decimal out of the Said Property to his son, Sukanta Das (Vendor No. 3.1 herein above), free from all encumbrances.
- 5.1.6 Sale to Vendor No. 3.2: By a Deed of Conveyance in Bengali Language (Kobala) dated 7th March, 2005, registered in the Office of the Additional District Sub-Registrar, Baruipur, in Book No. I, Volume No. 25, at Pages 354 to 361, being Deed No. 1160 for the year 2006, Ira Khamaru, Reba Haldar, Rekha Das and Sikha Haldar jointly sold, conveyed and transferred land measuring 21 (twenty one) decimal out of the Said Property to Bishwajit Das (Vendor No. 3.2 herein above), free from all encumbrances and for the consideration mentioned therein.
- 5.1.7 Absolute Ownership of Vendors: By virtue of the Deed of Gift and the Deed of Sale mentioned above, the Vendors have become the undisputed and absolute owners of the entirety of the Said Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and 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 Vendors do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or

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Addl. District Son-Registrar-Baurpur, South St Parganas

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- 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.
- Right, Power and Authority to Sell: The Vendors have good right, full power, 5.2.4 absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 5.2.6 No Right of 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.
- No Mortgage: No mortgage or charge has been created by the Vendors by 5.2.7 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, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 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 Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

#### 6. **Basic Understanding**

- 6.1 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendors 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.

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Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 4 MAI 2012

### Transfer

- 7.1 Hereby Made: The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the Schedule below, being, sali (agricultural) land measuring 41 (forty one) decimal [equivalent to 1 (one) bigha 4 (four) cattah 12 (twelve) chittack and 39.6 (thirty nine point six) square feet], more or less, being the entirety of R.S./L.R. Dag No. 12, recorded in L.R. Khatian Nos. 352 and 592, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, the said R.S./L.R. Dag No. 12 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 Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 Total Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.68,10,000/- (Rupees sixty eight lac and ten thousand) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.

### 8. Terms of Transfer

- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify.

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Addl. District Sub-Registrar Bauripur, South 24 Parganas

2 4 MAY 2012

- 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, peaceful and physical possession of the Said Property have been handed over by the Vendors 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 Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendors hereby covenant that the Purchaser and its successors-in-interest and 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 Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 Indemnity: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors 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 Vendors declare that the Purchaser's shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake to 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 Vendors hereby covenant that the Vendors 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)

Sali (agricultural) land measuring 41 (forty one) decimal [equivalent to 1 (one) bigha 4 (four) cottah 12 (twelve) chittack and 39.6 (thirty nine point six) square feet], more or less, being the entirety of R.S./L.R. Dag No. 12, recorded in L.R. Khatian Nos. 352 and 592, Mouza Khas Mallick, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District

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Addl. District Sub-Registrar Bauripur, South 24 Parganas

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South 24 Parganas, the said Dag No. 12 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 Nos. 88 and 89

On the East

: By R.S./L.R. Dag Nos. 91 and 96

On the South

: By R.S./L.R. Dag No. 22

On the West

: By R.S./L.R. Dag Nos. 20 and 13

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

The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Khas Mallick	12	352	41	20.5	Balai Chandra Das
Khas Mallick	12	592	41	20.5	Sudhir Chandra Das
			Total	41.00	

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Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 4 M.E. 2012

### 9. **Execution and Delivery**

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

Biswa pit Das

[Sukanta Das]

[Bishwajit Das]

[Vendors]

FOR CARPAD PROMOTERS PVT. LTD.

Director

[Darpad Promoters Private Limited] [Amthorized Signatory] [Purchaser]

Witnesses:

Name: Bapi Mondal

Father's Name: \_\_\_\_\_\_\_\_

Father's Name: Krishna Pada Mondal

Address: Village Baruli, Post Office Dakshin Gobindapur, Police Station Sonarpur

Kolkata-700144



Addl. District Sub-Registrar Bauripur, South 24 Parginas 2 4 MAI 2012

## Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.68,10,000/(Rupees sixty eight lac and ten thousand) towards full and final payment of the Total
Consideration for sale of the Said Property described in the Schedule above, in the following
manner:

Date	Bank	Amount (Rs.)
23.5.12	HDFC Bank	8,12.500/
23.5.12	HDFC Bank	8,12,500/
23.5.12	HDFC Bank	8,12,500/
23.5.12	HDFC Bank	8.12.500/-
23.5.12	HDFC Bank	8,90,000/.
23.5.12	HDFC Bank	8.90,000/
23.5.12	HDFC Bank	8,90,000/-
23.5.12	HDFC Bank	8,90,000].
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[Sukanta Das]

[Bishwajit Das]

Diswagit Das

[Vendors]

Witnesses:

Signature

Name: Bapi Mondal



Addl. Dishort Sub-Registrar Baumpur, South 24 Purganas 2 4 MAY 2012

# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants,					· ·
						. 1. 1844
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Abinosh 1 More					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	हेद्याच्यान					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
Poisso	A TOPO TOPO TOPO TOPO TOPO TOPO TOPO TOP	Little .	Ring	Middle (Left	Fore Hand)	Thumb
	wagit Down		No. of		3	
	12.2	Thumb	Fore	Middle (Right	Ring Hand)	Little



Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 4 MAY 2012

PLAN OF R.S./L.R. DAG NO.- 12 BOUNDED AREA-BY LINE -41.00 DEC. CMORE/LESS) RED AT MOUZA-KHASMALLICK J. L. NO, - 35 P. S. BARUIPUR DIST -24-PARGANAS CSOUTH) UNDER GRAM HARIHARPUR SCALE - 1 = 33' PANCHAYET CK  $\supset$ HARIHARPUR ۵. FOR E ARPAD PROMOTERS PVT. LTO. œ -11 N 0: RIHA Abinash DeeM Director T 0 62-0 Z 5740" C. 2 0 CK 1 I Ibiswa jit Dow Cť. 1 TRACED BY I UTPAL KARMAKAR 25124120 PLANNER, SURVEYOR & ESTIMATOR Vill.-Salipur, Kol.-144 Licence No. 9/4/4 Mobile: 9433170229



Addl. District Sub-Registrar Bauripur, South 24 Parganas 2 4 MAT 2012



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

Endorsement For Deed Number: I - 06296 of 2012

(Serial No. 06809 of 2012)

On

Payment of Fees:

On 24/05/2012

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

Presented for registration at 18.25 hrs on :24/05/2012, at the Private residence by Abinash More ,Claimant.

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

Execution is admitted on 24/05/2012 by

- Sukanta Das, son of Sudhir Das, Village East Jaynagar Ray, Das And Ghorui Para, Thana:-Sonarpur, P.O.:-Langalberia, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145, By Caste Hindu, By Profession: Others
- Biswajit Das, son of Sudhir Das, Village East Jaynagar Ray, Das And Ghorui Para, Thana:-Sonarpur, P.O.:-Langalberia, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145, By Caste Hindu, By Profession: Others
- 3. Abinash More

Director, Darpad Promoters Pvt. Ltd., 1st Floor 14 Netaji Subhas Road, Thana:-Hare Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700019.

By Profession: Business

Identified By Bapi Mondal, son of Krishno Pada Mondal, Village Baruli, Thana: Sonarpur, P.O. ;-, District: South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession; Business.

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR

## On 15/06/2012

### 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:

Amount By Cash

Rs. 0.00/-, on 15/06/2012

Amount by Draft

Rs. 94530/- is paid, by the draft number 033028, Draft Date 01/06/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 15/06/2012

( Under Article : A(1) = 94523/- ,E = 7/- on 15/06/2012 )

( Penchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR
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 - 06296 of 2012

(Serial No. 06809 of 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.-85,93,117/-

Certified that the required stamp duty of this document is Rs.- 515597 /- and the Stamp duty paid as: Impresive Rs.- 10/-

## Deficit stamp duty

Deficit stamp duty Rs. 515597/- is paid, by the draft number 033026, Draft Date 01/06/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 15/06/2012

( Panchali Munshi )
ADDITIONAL DISTRICT SUB-REGISTRAR



# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 694 to 708 being No 06296 for the year 2012.



(Panchali Munshi) 19-June-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARUIPUR West Bengal