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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances, Kolkata

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Additional Registrar of Assurances II  
Kolkata  
12/14/12

### CONVEYANCE

1. **Date:** 12<sup>th</sup> December 2012

2. **Place:** Kolkata

3. **Parties**

3.1 **Srimanta Kumar Paul alias Srimanta Paul alias Srimanta Kumar Pal**, son of Late Krishna Chandra Paul alias Ram Krishna Paul, residing at Village Reckjuani, Post Office Rajarhat, Kolkata-700135, Police Station Rajarhat, District North 24 Parganas (PAN AKRFP7854L)  
(Vendor, includes successors-in-interest)

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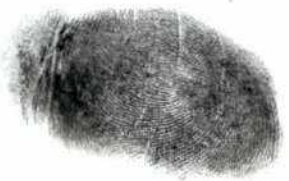
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Pradip Kumar Kedis



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YADUVIR BUILDERS PVT. LTD.

Pradip Kumar Kedis  
Director



e- 8394

Srinantambur.



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কলকাতা



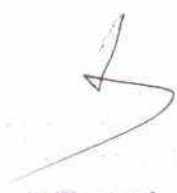
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স্রীমন্তম্বুর

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M. Ghosh

MOUSUMI GHOSH  
LICENSED SURVEYOR  
KOLKATA REGISTRATION OFFICE



12 DEC 2012



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

**Endorsement For Deed Number : I - 01059 of 2013**  
**(Serial No. 14525 of 2012)**

**On 12/12/2012**

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

Presented for registration at 21.01 hrs on :12/12/2012, at the Private residence by Pradip Kumar Kedia ,Claimant.

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

Execution is admitted on 12/12/2012 by

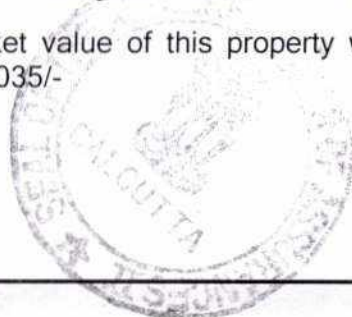
1. Srimanta Kumar Paul Alias Srimanta Paul, son of Late K C Paul , Reckjuani, Kol, Thana:-Rajarhat, P.O. :-Rajarhat ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Others
2. Susama Paul ( Confirming Party) Alias Susamamayi Pal, wife of Nalinikanta Paul , Kalikapur Palpara, Kalikapur, P.O. :-Bhangar ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-743502, By Caste Hindu, By Profession : Others
3. Anima Paul ( Confirming Party) Alias Anima Rani Pal, wife of S N Paul , Palpara, Bowbazar, Thana:-Basirhat, P.O. :-Basirhat ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-743411, By Caste Hindu, By Profession : Others
4. Gita Paul ( Confirming Party), wife of S K Paul , Kalikapur Palpara, P S - Kalikapur, P.O. :-Bhangar ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-743502, By Caste Hindu, By Profession : Others
5. Pradip Kumar Kedia  
Director, Yaduvir Builders Pvt Ltd, 1st Floor, 14,, Netaji Subhas Road, Kol, Thana:-Hare Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001.  
, 2nd Floor, 109, Park Street, Kol, Thana:-Park Street, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.  
, By Profession : Others  
Identified By Sk Noor Islam, son of Yousuf Ali, Raigachi, Kol, Thana:-Rajarhat, P.O. :-Rajarhat ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste: Muslim, By Profession: Business.

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

**On 13/12/2012**

**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.-23,27,035/-



( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

29/01/2013 15:13:00

EndorsementPage 1 of 2





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

**Endorsement For Deed Number : I - 01059 of 2013**  
**(Serial No. 14525 of 2012)**

Certified that the required stamp duty of this document is Rs.- 116373 /- and the Stamp duty paid as:  
Impresive Rs.- 10/-

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

**On 29/01/2013**

**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, 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 32097/- is paid , by the draft number 752905, Draft Date 28/01/2013, Bank Name State Bank of  
India, DALHOUSIE SQUARE, received on 29/01/2013

( Under Article : A(1) = 25597/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 29/01/2013 )

**Deficit stamp duty**

Deficit stamp duty Rs. 116373/- is paid , by the draft number 752942, Draft Date 28/01/2013, Bank :  
State Bank of India, DALHOUSIE SQUARE, received on 29/01/2013

( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II



( Dulal chandra Saha )  
ADDL. REGISTRAR OF ASSURANCES-II

29/01/2013 15:13:00

EndorsementPage 2 of 2



**And**

- 3.2 **Yaduvir Builders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 14, Netaji Subhas Road, Kolkata-700001, Police Station Hare Street (**PAN AAACY5787B**), represented by its authorized signatory Pradip Kumar Kedia, son of Nand Kishore Kedia, of 28, Barrackpore Trunk Road, Kolkata-700002, Police Station Cossipore (**Purchaser**, includes successors-in-interest).

**And**

- 3.3 **Susama Paul alias Susamamayi Pal**, wife of Nalinikanta Paul, residing at Village Kalikapur Palpara, Post Office Bhangar, PIN-743502, Police Station Kalikapur, District South 24 Parganas (**PAN BLMPP6193Q**)
- 3.4 **Anima Paul alias Anima Rani Pal**, wife of Shibnath Paul, residing at Village Palpara Bowbazar, Post Office Basirhat, PIN-743411, Police Station Basirhat, District North 24 Parganas (**PAN BGKPP8282L**)
- 3.5 **Gita Paul**, wife of Sudhir Kumar Paul, residing at Village Kalikapur Palpara, Post Office Bhangar, PIN-743502, Police Station Kalikapur, District South 24 Parganas (**PAN BKWPP6729A**)  
(collectively **Confirming Parties**, includes successors-in-interest).

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

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Property: (1)** Land classified as *sali* (agricultural) measuring 4.1774 (four point one seven seven four) decimal equivalent to 2 (two) *cottah* 8 (eight) *chittack* and 19.66 (nineteen point six six) square feet, more or less [out of 21 (twenty one) decimal equivalent to 12 (twelve) *cottah* 11 (eleven) *chittack* and 12.53 (twelve point five three) square feet, more or less, out of 94 (ninety four) decimal equivalent to 2 (two) *bigha* 16 (sixteen) *cottah* 13 (thirteen) *chittack* and 41.18 (forty one point one eight) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 632, recorded in L.R. *Khatian* No.1451, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gran Panchayat* (**RBGP No.I**), Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in **Part I** of the **1<sup>st</sup> Schedule** below and the said *Dag* No. 632 being delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon (**First Land**) **And (2)** land classified as *sali* (agricultural) measuring 1.1554 (one point one five five four) decimal equivalent to 11 (eleven) *chittack* and 8.28 (eight point two eight) square feet, more or less [out of 6 (six) decimal equivalent to 3 (three) *cottah* 10 (ten) *chittack* and 3.6 (three point six) square feet, more or less, out of 26 (twenty six) decimal equivalent to 15 (fifteen) *cottah* 11 (eleven) *chittack* and 30.6 (thirty point six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 638, recorded in L.R. *Khatian* No. 1451, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below and the said *Dag* No. 638 being delineated on **Plan B** annexed hereto

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and bordered in colour **Red** thereon (**Second Land**), the First Land and the Second Land **aggregating to** land measuring 5.3328 (five point three three two eight) decimal equivalent to 3 (three) *cottah* 3 (three) *chittack* and 27.93 (twenty seven point nine three) square feet, more or less, more fully described in the **2<sup>nd</sup> Schedule** below (collectively **Said Property**) **together with** all title, benefits, easement, 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.

## 5. Background, Representations, Warranties and Covenants

5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:

5.1.1 **Purchase by Krishna Chandra:** By a Deed of Conveyance in Bengali language (*Kobala*) dated 11<sup>th</sup> February, 1943, registered in the Office of the Sub-Registrar, Cossipore Dum Dum, in Book No.I, Volume No.10, at Pages 72 to 74, being Deed No.216 for the year 1943, Krishna Chandra Paul *alias* Ram Krishna Paul (**Krishna Chandra**) purchased from Sheikh Motiar Rahaman **(1)** land measuring 94 (ninety four) decimal, more or less, comprised in C.S. *Dag* No. 601 (corresponding to R.S./L.R. *Dag* No. 632), recorded in C.S. *Khatian* No. 296, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, District North 24 Parganas (**Krishna Chandra's First Land**) and **(2)** land measuring 26 (twenty six) decimal, more or less, comprised in C.S. *Dag* No. 607 (corresponding to R.S./L.R. *Dag* No. 638), recorded in C.S. *Khatian* No. 296, *Mouza* Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, District North 24 Parganas (**Krishna Chandra's Second Land**), for the consideration mentioned therein.

5.1.2 **Demise of Krishna Chandra:** As per the Certificate dated 11<sup>th</sup> July, 2007 issued by the RBGP No.I, on or about in the year 1977, Krishna Chandra, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind surviving his wife Santimoyee Paul (**Santimoyee**), his 4 (four) sons, namely, **(1)** Hemanta Kumar Paul *alias* Hamenta Paul (**Hemanta**) **(2)** Basanta Kumar Paul *alias* Basanta Pal (**Basanta**) **(3)** Srimanta Kumar Paul *alias* Srimanta Kumar Pal *alias* Srimanta Paul (**Srimanta**) (the Vendor herein) and **(4)** Ananta Kumar Paul *alias* Ananta Kumar Pal *alias* Ananta Pal (**Ananta**) and his 4 (four) daughters, namely, **(1)** Susama Paul *alias* Susamamayi Pal (**Susuma**) (the Confirming Party No.3.4 herein) **(2)** Anima Paul *alias* Anima Rani Pal (**Anima**) (the Confirming Party No.3.5 herein) **(3)** Gita Paul (**Gita**) (the Confirming Party No.3.6 herein) and **(4)** Chhabi Paul (**Chhabi**) as his only legal heirs and heiresses (collectively **Legal Heirs Of Krishna Chandra**) who jointly and in equal shares inherited the right, title and interest of Late Krishna Chandra in Krishna Chandra's First Land and Krishna Chandra's Second Land.

5.1.3 **Shares of Legal Heirs Of Krishna Chandra:** According to the provisions of the Hindu Succession Act, 1956, **(1)** Santimoyee inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land **(2)** Hemanta inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land **(3)** Basanta inherited land measuring 10.4444 (ten point four four four four) decimal, more or less,



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comprised in Krishna Chandra's First Land and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land (4) Srimanta (the Vendor herein) inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land (**Srimanta's Share In Krishna Chandra's First Land**) and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land (**Srimanta's Share In Krishna Chandra's Second Land**) (5) Ananta inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land (6) Susama inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land (**Susama's Share In Krishna Chandra's First Land**) and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land (**Susama's Share In Krishna Chandra's Second Land**) (7) Anima inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land (**Anima's Share In Krishna Chandra's First Land**) and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land (**Anima's Share In Krishna Chandra's Second Land**) (8) Gita inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land (**Gita's Share In Krishna Chandra's First Land**) and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land (**Gita's Share In Krishna Chandra's Second Land**) and (9) Chhabi inherited land measuring 10.4444 (ten point four four four four) decimal, more or less, comprised in Krishna Chandra's First Land and land measuring 2.8888 (two point eight eight eight eight) decimal, more or less, comprised in Krishna Chandra's Second Land.

5.1.4 **Power of Attorney by Susama And Ors.:** By a Power of Attorney in Bengali language (*Aammoktarnama*) dated 24<sup>th</sup> April, 1987, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No.IV, Volume No.2, at Pages 17 to 24, being Deed No.49 for the year 1987, (1) Susama (the Confirming Party No.3.4 herein) (2) Anima (the Confirming Party No.3.5 herein) and (3) Gita (the Confirming Party No.3.6 herein) (collectively **Susama And Ors.**) jointly appointed and constituted their brother, Hemanta as their lawful attorney with full powers *inter alia* to sell, convey and transfer (1) Susama's Share In Krishna Chandra's First Land (2) Anima's Share In Krishna Chandra's First Land and (3) Gita's Share In Krishna Chandra's First Land (collectively **Susama And Ors.' Share In Krishna Chandra's First Land**) and (4) Susama's Share In Krishna Chandra's Second Land (5) Anima's Share In Krishna Chandra's Second Land and (6) Gita's Share In Krishna Chandra's Second Land (collectively **Susama And Ors.' Share In Krishna Chandra's Second Land**) to any intending purchaser and/or purchasers.

5.1.5 **Sale by Susama And Ors.:** By a Deed of Conveyance in Bengali language (*Kobala*) dated 4<sup>th</sup> December, 1991, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No.I, Volume No.182, at Pages 53 to 60, being Deed No.9960 for the year 1991, Susama And Ors. (the Confirming Parties herein), through their constituted attorney Hemanta, jointly sold, conveyed and transferred to (1) Basanta (2) Srimanta (the Vendor herein) and (3) Ananta the entirety of (1) Susama And Ors.' Share In Krishna Chandra's First Land and (2) Susama And Ors.' Share In Krishna Chandra's Second Land, for the consideration mentioned therein.

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- 5.1.6 **Ownership of Basanta:** In the above mentioned circumstances, Basanta became the absolute owner of **(1)** land measuring 20.8888 (twenty point eight eight eight eight) decimal, more or less, forming a portion of Krishna Chandra's First Land, comprising of **(i)** Basanta's Share In Krishna Chandra's First Land and **(ii)** 1/3<sup>rd</sup> (one-third) share of Susama And Ors.' Share In Krishna Chandra's First Land and **(2)** land measuring 5.7776 (five point seven seven seven six) decimal, more or less, forming a portion of Krishna Chandra's Second Land, comprising of **(i)** Basanta's Share In Krishna Chandra's Second Land and **(ii)** 1/3<sup>rd</sup> (one-third) share of Susama And Ors.' Share In Krishna Chandra's Second Land.
- 5.1.7 **Ownership of Ananta:** In the above mentioned circumstances, Ananta became the absolute owner of **(1)** land measuring 20.8888 (twenty point eight eight eight eight) decimal, more or less, forming a portion of Krishna Chandra's First Land, comprising of **(i)** Ananta's Share In Krishna Chandra's First Land and **(ii)** 1/3<sup>rd</sup> (one-third) share of Susama And Ors.' Share In Krishna Chandra's First Land and **(2)** land measuring 5.7776 (five point seven seven seven six) decimal, more or less, forming a portion of Krishna Chandra's Second Land, comprising of **(i)** Ananta's Share In Krishna Chandra's Second Land and **(ii)** 1/3<sup>rd</sup> (one-third) share of Susama And Ors.' Share In Krishna Chandra's Second Land.
- 5.1.8 **Ownership of Srimanta's First Land and Srimanta's Second Land:** In the above mentioned circumstances, Srimanta (the Vendor herein) became the absolute owner of **(1)** land measuring 20.8888 (twenty point eight eight eight eight) decimal, more or less, forming a portion of Krishna Chandra's First Land (**Srimanta's First Land**), comprising of **(i)** Srimanta's Share In Krishna Chandra's First Land and **(ii)** 1/3<sup>rd</sup> (one-third) share of Susama And Ors.' Share In Krishna Chandra's First Land and **(2)** land measuring 5.7776 (five point seven seven seven six) decimal, more or less, forming a portion of Krishna Chandra's Second Land (**Srimanta's Second Land**), comprising of **(i)** Srimanta's Share In Krishna Chandra's Second Land and **(ii)** 1/3<sup>rd</sup> (one-third) share of Susama And Ors.' Share In Krishna Chandra's Second Land.
- 5.1.9 **Record of Rights of Vendor:** The Vendor got his name recorded in the records of the Land Reforms Office, Rajarhat, North 24 Parganas in L.R. *Khatian* No.1451 in respect of **(1)** Srimanta's First Land and **(2)** Srimanta's Second Land.
- 5.1.10 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the absolute owner of the Said Property, comprising of **(1)** the First Land, forming a portion of Srimanta's First Land and **(2)** the Second Land, forming a portion of Srimanta's Second Land.
- 5.2 **Representations, Warranties and Covenants by Vendor:** The Vendor represents, warrants and covenants as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling & Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.

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- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The 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.
- 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.
- 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 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, *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 Vendor 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 Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 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

- 6.1 **Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall 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 shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their respective sub-clauses above (collectively **Representations**).
- 6.2 **Status of Confirming Parties:** As already mentioned above the Confirming Parties had sold their interest in the Said Property to the Vendor and his other 2 (two) brothers, namely, (1) Basanta and (2) Ananta (collectively **Basanta And Anr.**), not only for monetary consideration but also in consideration of the relationship of brothers and sisters that existed and exists between the Vendor, Basanta And Anr. and the Confirming Parties. To clear all doubt about adequacy of the monetary consideration for which the Confirming Parties had transferred their interest in the Said Property to the Vendor and the Basanta And Anr., the Vendor and the Confirming Parties have now mutually decided that the Confirming Parties shall reconfirm the title of the





Vendor to the Said Property by adjoining as Confirming Parties and in consideration thereof they shall receive further monetary consideration, separately from the Vendor. Hence, the Confirming Parties are joining as Confirming Parties to this Conveyance.

- 6.3 **Surrender of Rights by Pioneer Prodev Private Limited:** Pioneer Prodev Private Limited (**Pioneer Prodev**), having its registered office at 3<sup>rd</sup> floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender such claims in favour of the Purchaser. The Vendor shall have no responsibility or obligation in this regard.

## 7. Transfer

- 7.1 **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 **2<sup>nd</sup> Schedule** below, comprising of **(1)** the First Land, i.e. land classified as *sali* (agricultural) measuring 4.1774 (four point one seven seven four) decimal equivalent to 2 (two) *cottah* 8 (eight) *chittack* and 19.66 (nineteen point six six) square feet, more or less [out of 21 (twenty one) decimal equivalent to 12 (twelve) *cottah* 11 (eleven) *chittack* and 12.53 (twelve point five three) square feet, more or less, out of 94 (ninety four) decimal equivalent to 2 (two) *bigha* 16 (sixteen) *cottah* 13 (thirteen) *chittack* and 41.18 (forty one point one eight) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 632, recorded in L.R. *Khatian* No.11, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in **Part I** of the **1<sup>st</sup> Schedule** below and the said *Dag* No. 632 being delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon **And (2)** the Second Land, i.e. land classified as *sali* (agricultural) measuring 1.1554 (one point one five five four) decimal equivalent to 11 (eleven) *chittack* and 8.28 (eight point two eight) square feet, more or less [out of 6 (six) decimal equivalent to 3 (three) *cottah* 10 (ten) *chittack* and 3.6 (three point six) square feet, more or less, out of 26 (twenty six) decimal equivalent to 15 (fifteen) *cottah* 11 (eleven) *chittack* and 30.6 (thirty point six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 638, recorded in L.R. *Khatian* No. 1451, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of RBGP No.I, Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in **Part II** of the **1<sup>st</sup> Schedule** below and the said *Dag* No. 638 being delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon, **aggregating to** land measuring 5.3328 (five point three three two eight) decimal equivalent to 3 (three) *cottah* 3 (three) *chittack* and 27.93 (twenty seven point nine three) square feet, more or less **together with** all title, benefits, easement, 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.17,44,229/- (Rupees seventeen lac forty four thousand two hundred and twenty nine) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt And Memo of Consideration I hereunder written, admits and acknowledges.
- 7.3 **Confirming Parties' Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.5,82,806/- (Rupees five lac eighty two thousand eight hundred and six) paid by the Purchaser to the Confirming Parties, receipt of which the

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Confirming Parties hereby and by the Receipt And Memo of Consideration II hereunder written, admit and acknowledge.

7.4 **Total Consideration:** The aforesaid transfer is being made in consideration of a total sum of Rs.23,27,035/- (Rupees twenty three lac twenty seven thousand and thirty five) paid by the Purchaser to the Vendor and the Confirming Parties.

**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, *debuffers*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor 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 Vendor's predecessors-in-title.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and/or its successors-in-interest by reason of the aforesaid.

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, outgoing and levies of or on the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendor, 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.

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- 8.5 **Holding Possession:** The Vendor hereby covenants that 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 any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.
- 8.6 **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 cooperate with the Purchaser in all respect to cause 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.
- 8.7 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, 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, 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.

**1<sup>st</sup> Schedule**  
**Part I**  
**(First Land)**

Land classified as *sali* (agricultural) measuring 4.1774 (four point one seven seven four) decimal equivalent to 2 (two) *cottah* 8 (eight) *chittack* and 19.66 (nineteen point six six) square feet, more or less [out of 21 (twenty one) decimal equivalent to 12 (twelve) *cottah* 11 (eleven) *chittack* and 12.53 (twelve point five three) square feet, more or less, out of 94 (ninety four) decimal equivalent to 2 (two) *bigha* 16 (sixteen) *cottah* 13 (thirteen) *chittack* and 41.18 (forty one point one eight) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 632, recorded in L.R. *Khatian* No.11, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, the said *Dag* No. 632 being delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By R.S./L.R. *Dag* Nos. 595, 633, 635 and 637
- On the East** : By R.S./L.R. *Dag* Nos. 635, 637 and by portion of R.S./L.R. *Dag* No. 589/658
- On the South** : By R.S./L.R. *Dag* No. 638 and by portion of R.S./L.R. *Dag* No. 640
- On the West** : By R.S./L.R. *Dag* Nos.595 and 630 and by portion of R.S./L.R. *Dag* No. 640

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

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**Part II**  
**(Second Land)**

Land classified as *sali* (agricultural) measuring 1.1554 (one point one five five four) decimal equivalent to 11 (eleven) *chittack* and 8.28 (eight point two eight) square feet, more or less [out of 6 (six) decimal equivalent to 3 (three) *cottah* 10 (ten) *chittack* and 3.6 (three point six) square feet, more or less, out of 26 (twenty six) decimal equivalent to 15 (fifteen) *cottah* 11 (eleven) *chittack* and 30.6 (thirty point six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 638, recorded in L.R. *Khatian* No. 1451, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, the said *Dag* No. 638 being delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

**On the North** : By R.S./L.R. *Dag* No. 632  
**On the East** : By portion of R.S./L.R. *Dag* No. 589/658  
**On the South** : By portion of R.S./L.R. *Dag* No. 688 of *Mouza* Reckjoani  
**On the West** : By R.S./L.R. *Dag* No. 637

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

**2<sup>nd</sup> Schedule**  
**(Said Property)**

Land classified as *sali* (agricultural) measuring 4.1774 (four point one seven seven four) decimal equivalent to 2 (two) *cottah* 8 (eight) *chittack* and 19.66 (nineteen point six six) square feet, more or less [out of 21 (twenty one) decimal equivalent to 12 (twelve) *cottah* 11 (eleven) *chittack* and 12.53 (twelve point five three) square feet, more or less, out of 94 (ninety four) decimal equivalent to 2 (two) *bigha* 16 (sixteen) *cottah* 13 (thirteen) *chittack* and 41.18 (forty one point one eight) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 632, recorded in L.R. *Khatian* No.11, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in **Part I** of the **1<sup>st</sup> Schedule** above and the said *Dag* No. 632 being delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon

Land classified as *sali* (agricultural) measuring 1.1554 (one point one five five four) decimal equivalent to 11 (eleven) *chittack* and 8.28 (eight point two eight) square feet, more or less [out of 6 (six) decimal equivalent to 3 (three) *cottah* 10 (ten) *chittack* and 3.6 (three point six) square feet, more or less, out of 26 (twenty six) decimal equivalent to 15 (fifteen) *cottah* 11 (eleven) *chittack* and 30.6 (thirty point six) square feet, more or less], being a portion of R.S./L.R. *Dag* No. 638, recorded in L.R. *Khatian* No. 1451, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in the **Part II** of the **1<sup>st</sup> Schedule** above and the said *Dag* No. 638 being delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon

**aggregating to** land measuring 5.3328 (five point three three two eight) decimal equivalent to 3 (three) *cottah* 3 (three) *chittack* and 27.93 (twenty seven point nine three) square feet, more or less



*[Handwritten signature]*

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

The details of the Said Property are tabulated below:

<b>Mouza</b>	<b>L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Nature of Land</b>	<b>Total Area of Dag (In Decimal)</b>	<b>Total Area Sold (In Decimal)</b>	<b>Name of Recorded Owner</b>
Raigachi	632	1451	Sali	94.00	4.1774	Srimanta Kumar Paul <i>alias</i> Srimanta Paul <i>alias</i> Srimanta Kumar Pal
Raigachi	638	1451	Sali	26.00	1.1554	Srimanta Kumar Paul <i>alias</i> Srimanta Paul <i>alias</i> Srimanta Kumar Pal
<b>Total Area of Land Sold:</b>					<b>5.3328</b>	

**9. Execution and Delivery**

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

*Srimanta Kumar Paul*

(Srimanta Kumar Paul *alias* Srimanta Paul *alias* Srimanta Kumar Pal)  
[Vendor]

*Susama Paul*

(Susama Paul *alias* Susamamayi Pal)

*Anima Paul*

(Anima Paul *alias* Anima Rani Pal)

*Gita Paul*

(Gita Paul)  
[Confirming Parties]



Read over and explained the contents of this document by me to (1) Srimanta Kumar Paul *alias* Srimanta Paul *alias* Srimanta Kumar Pal (2) Susama Paul *alias* Susamamayi Pal (3) Anima Paul *alias* Anima Rani Pal and (4) Gita Paul in Bengali language, who after understanding the meaning and purport of this document, put their LTI/signatures in my presence.

Signature SK Noor Islam -

**Yaduvir Builders Private Limited**

Pradip Kumar Kedia  
(Pradip Kumar Kedia)  
Authorized Signatory  
[Purchaser]

**Witnesses:**

Signature SK Noor Islam

Name SK NOOR ISLAM

Father's Name YOUSUF ALI

Address Rui galui

PO Box Rui galui  
122 700135

Signature Abdul Ajit Mondal

Name ABDUL AJIT MONDAL

Father's Name LT - Abdul Latif Mondal

Address Reckjoani,

P.O.B.S - Rajshat Kof-135

Witnessed by me

Sumanta Basu  
(SUMANTA BASU)  
Advocate



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12 DEC 2012

**Receipt And Memo of Consideration I**

Received from the within named Purchaser the within mentioned sum of Rs.17,44,229/- (Rupees seventeen lac forty four thousand two hundred and twenty nine) towards full and final payment of the Vendor's Consideration for sale of the Said Property described in the **2<sup>nd</sup> Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Pay Order No. 198178 (Part)	12.12.2012	HDFC Bank, Stephen House Branch, Kolkata	17,44,229.00
		<b>Total:</b>	<b>17,44,229.00</b>

  
 (Srimanta Kumar Paul *alias* Srimanta Paul *alias* Srimanta Kumar Pal)  
 [Vendor]

Read over and explained the contents of this document by me to Srimanta Kumar Paul *alias* Srimanta Paul *alias* Srimanta Kumar Pal in Bengali language, who after understanding the meaning and purport of this document, put his LTI/signature in my presence.

Signature \_\_\_\_\_

**Witnesses:**

Signature SK NOOR ISAM

Signature S Abdul Ajit Mondal

Name SK NOOR ISAM

Name ABDUL AJIT MONDAL

12 DEC 2012  
-GJ-



**Receipt And Memo of Consideration II**

Received from the within named Purchaser the within mentioned sum of Rs.5,82,806/- (Rupees five lac eighty two thousand eight hundred and six) towards full and final payment of the Confirming Parties' Consideration for confirming the sale of the Said Property described in the 2<sup>nd</sup> Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
Pay Order No.198180 (Part)	12.12.2012	HDFC Bank, Stephen House Branch, Kolkata	1,94,268.80
Pay Order No.198182 (Part)	12.12.2012	HDFC Bank, Stephen House Branch, Kolkata	1,94,268.80
Pay Order No.198177 (Part)	12.12.2012	HDFC Bank, Stephen House Branch, Kolkata	1,94,268.40
		<b>Total:</b>	<b>5,82,806.00</b>

সুসমা পাল

(Susama Paul alias Susamamayi Pal)

আনিমা পাল

(Anima Paul alias Anima Rani Pal)

গীতা পাল

(Gita Paul)  
[Confirming Parties]

Read over and explained the contents of this document by me to (1) Susama Paul alias Susamamayi Pal (2) Anima Paul alias Anima Rani Pal and (3) Gita Paul in Bengali language, who after understanding the meaning and purport of this document, put their LTI/signatures in my presence.

Signature SK NOOR ISLAM

**Witnesses:**

Signature SK NOOR ISLAM

Name SK NOOR ISLAM

Signature Abdul Ajit Mondal

Name ABDUL AJIT MONDAL



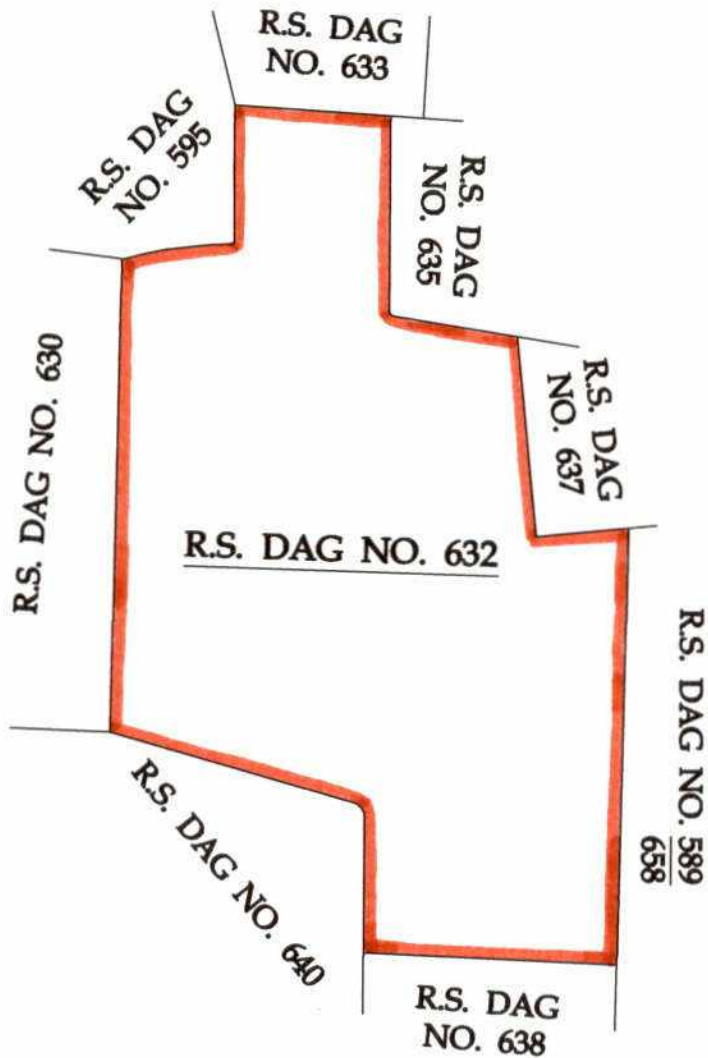
4

12 DEC 2012



SITE PLAN OF R.S./L.R. DAG NO.- 632, R.S./L.R. KHATIAN NO.- 1451, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

TOTAL AREA OF DAG NO. 632 - 94 DECIMAL



*Saimantakum Ltd.*  
 শ্রীমতী লিমিটেড  
 জিওগ্রাফিকাল সার্ভিস

**YADUVIR BUILDERS PVT. LTD**  
 Pradip Kumar Kedia  
 Director

NAME & SIGNATURE OF THE VENDOR/S :

LEGEND : 4.1774 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 94 DECIMAL OF R.S./L.R. DAG NO.- 632 .

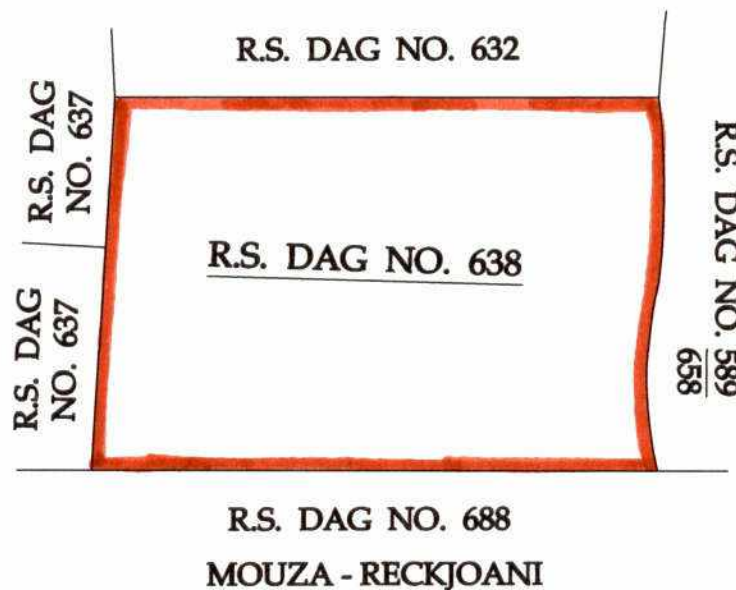
SHOWN THUS :-



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12 DEC 2012

SITE PLAN OF R.S./L.R. DAG NO.- 638, R.S./L.R. KHATIAN NO.- 1451, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST.- NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

**TOTAL AREA OF DAG NO. 638 - 26 DECIMAL**



অনিমেষা পাল

*Trinamatakum Pal*

অনিমেষা পাল  
স্বাক্ষর

**YADUVIR BUILDERS PVT. LTD.**

*Pradip Kumar Reddy*

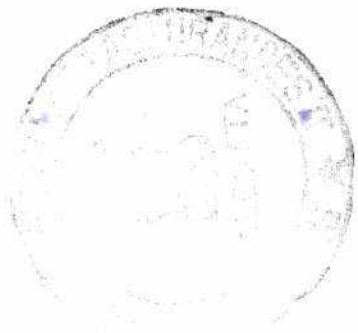
**Director**

**NAME & SIGNATURE OF THE VENDOR/S :**































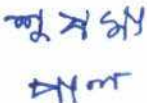





**LEGEND : 1-1554 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 26 DECIMAL OF R.S./L.R. DAG NO.- 638 .**

**SHOWN THUS :-**






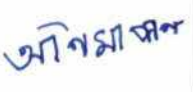











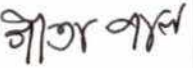




















## SPECIMEN FORM TEN FINGER PRINTS

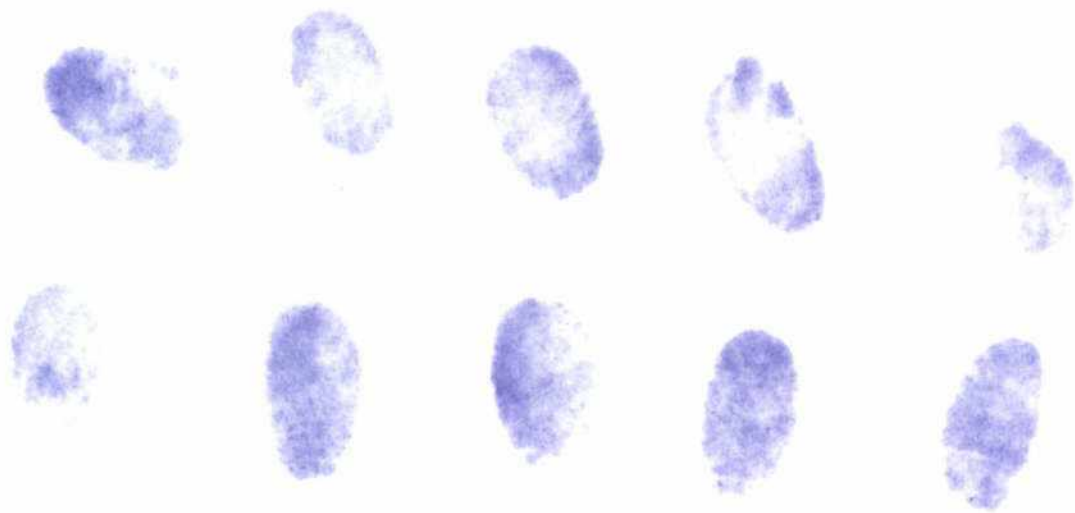
Sl. No.	Signature of the executants and/or purchaser Presentants					
		 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
		 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				
		 Little	 Ring	 Middle	 Fore	 Thumb
		(Left Hand)				
		 Thumb	 Fore	 Middle	 Ring	 Little
		(Right Hand)				



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12 DEC 2012

## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	 					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



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REGISTRAR  
OF COMPANIES, CALCUTTA  
12 DEC 2012







Dated this 12<sup>th</sup> day of December, 2012

**Between**

**Srimanta Kumar Paul *alias* Srimanta Paul *alias* Srimanta Kumar Pal  
... Vendor**

**And**

**Yaduvir Builders Private Limited  
... Purchaser**

**And**

**Susama Paul *alias* Susamamayi Pal & Ors.  
... Confirming Parties**

**CONVEYANCE**

Portions of  
R.S./L.R. Dag Nos. 632 and 638  
Mouza Raigachi  
District North 24 Parganas

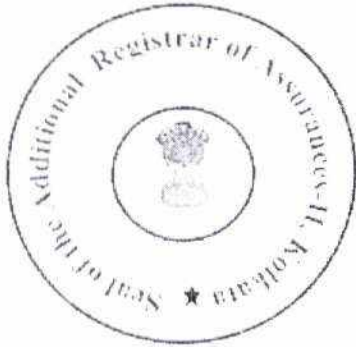
**Saha & Ray**

Advocates  
3A/1, 3<sup>rd</sup> floor  
Hastings Chambers  
7C, Kiran Sankar Roy Road  
Kolkata-700001



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 4  
Page from 5473 to 5495  
being No 01059 for the year 2013.



(Dulal chandra Saha) 30-January-2013  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal