

পশ্চিমবঙ্গা प्रश्चिम बंगाल WEST BENGAL

B 371006

B 371006

ARA

m.v. 957934

Certified that the Document Registration. The Signaturb Sheet and the Endorsement sheets attached to this secument.

Additional Pegistrated Additional Pegistrated Assuranced St., Kolkati

CONVEYANCE

1. Date:

7th June, 2014

2. Place: Kolkata

3. Parties

Dolon

21

Offer Stay

7/0%



c-4187

ROUND HEIGHTS PVT. LTD. Annban Bhattachaga Director/Authorised Signatory

SAHA & RAY Advocates 11 3rd Floor, Hastings Chambers

SUPAMIAN MURHERJEE

Departed Stamp Vendor C. C. Court 2 8-3, K. S. Roy Road, Kol-

2 6 MAY 2014 2 6 MAY 2014



c - 4188

SK Harrel Folia

Identified by Mohi udelin Molla. Sto Lt - Chancedolin Vic- Langal pata Po-Matingacha P.S. Barasal-Kel- 700135

7 JUM 2014



# Government Of West Bengal Office Of the A.R.A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number: 1 - 07181 of 2014

(Serial No. 06927 of 2014 and Query No. 1902L000016573 of 2014)

## On 07/06/2014

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

Presented for registration at 17.12 hrs on :07/06/2014, at the Private residence by Anirban Bhattacharya, Claimant.

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

Execution is admitted on 07/06/2014 by

- Sekh Nazrul Islam Alias Sk. Nazrul Islam, son of Amanullah Seikh, Raigachi Shesh More, Land Mark Kerosin Oil Depo, Thana:-Rajarhat, P.O.:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste Muslim, By Profession: Others
- Anirban Bhattacharya
   Authorised Signatory, Round Heights Pvt Ltd, 109, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, Pin:-700016.
   By Profession: Others
  - Identified By Mohiuddin Molla, son of Late Chamiuddin, Village:Langal Pota, Thana:-Barasat, P.O.:-Matiagacha, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135, By Caste: Muslim, By Profession: Business.

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

## On 09/06/2014

# Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-9,57,932/-

Certified that the required stamp duty of this document is Rs.- 47917 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

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

## On 11/06/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A. Article number: 23, 5 of Indian Stamp Act 1899.

## Payment of Fees:

Amount by Draft

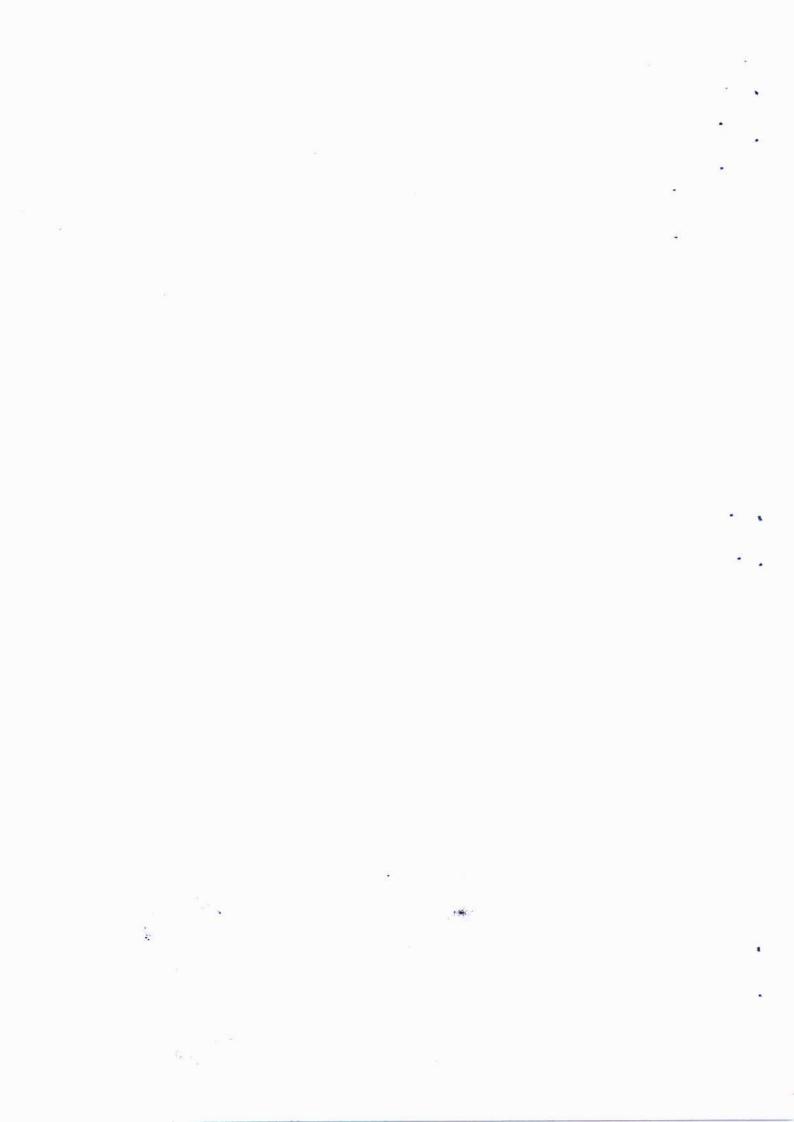
Rs. 10625/- is paid, by the draft number 846426, Draft Date 09/06/2014 Bank Name State Bank of India, DALHOUSIE SQUARE, received on 11/06/2014.

1 JUN 2014

( Dulal chandraSaha ) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

11/06/2014 14:24:00





# **Government Of West Bengal**

# Office Of the A.R.A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : i - 07181 of 2014 (Serial No. 06927 of 2014 and Query No. 1902L000016573 of 2014)

(Under Article: A(1) = 10527/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 11/06/2014)

# Deficit stamp duty

Deficit stamp duty Rs. 42917/- is paid, by the draft number 846425, Draft Date 09/06/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 11/06/2014

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





( Dulal chandraSaha )
ADDL. REGISTRAR OF ASSURANCES-II

11/06/2014 14:24:00

EndorsementPage 2 of 2

3.1 Sekh Narul Islam alias Sk. Nazrul Islam, son of Amanullah Seikh alias Amanullah, residing at Raigachi Shesh More, Land Mark Kerosin Oil Depo, Post Office Rajarhat, PIN 700135, Police Station Rajarhat, District North 24 Parganas [PAN AAJP16520L]

(Vendor, includes successors-in-interest)

#### And

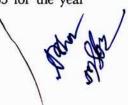
Round Heights Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 109, Park Street, Kolkata-700016, Police Station Park Street [PAN AAGCR5694C], represented by its authorized signatory Anirban Bhattacharya, son of Giridhari Bhattacharya, of 99A, Park Street, Kolkata-700016, Police Station Park Street

(Purchaser, includes successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

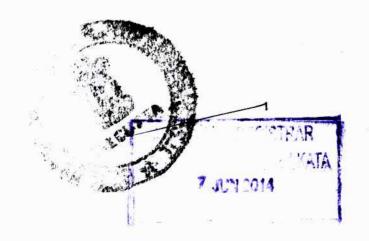
## NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 1.6667 (one point six six six seven) decimal equivalent to 1 (one) cottah and 5.98 (five point nine eight) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) cottah and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.646, recorded in L.R. Khatian No. 1371, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the Schedule below and the said Dag No.646 is 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 and 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, Warranties and Covenants Regarding Title: The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 **Ownership of Mother Property:** Sheikh Sahadat Hossain was the sole and absolute owner of *inter alia* land classified as *sali* (agricultural) measuring 10 (ten) decimal, more or less, comprised in R.S./L.R. *Dag* No.646, *Mouza* Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (**Mother Property**).
- 5.1.2 **Sale of Mother Property:** By a Deed of Sale in Bengali language (*Kobala*) dated 23<sup>rd</sup> April, 1959, registered in the Office of the Sub-Registrar, Cossipore, Dum Dum, in Book No. I, Volume No.41, at Pages 159 to 162, being Deed No.3265 for the year





- 1959, Sheikh Sahadat Hossain sold to Sakera Khatoon alias Sakeya Khatoon, inter alia the entirety of the Mother Property.
- 5.1.3 Mutation: Sakera Khatoon alias Sakeya Khatoon got her name mutated in the records of the Block Land and Land Reforms Office at Rajarhat, in L.R. Khatian No.1371, in respect of inter alia the entirety of the Mother Property.
- 5.1.4 Gift of Mother Property: By a Deed of Gift in Bengali language (Daan Patra) dated 17th September, 2007, registered in the Office of the District Sub-Registrar II, North 24 Parganas at Barasat, in Book No. I, CD Volume No.8, at Pages 14249 to 14259, being Deed No.07864 for the year 2008, Sakera Khatoon alias Sakeya Khatoon, out of her natural love and affection, gifted inter alia the entirety of the Mother Property to her 3 (three) sons, namely, (1) Sheikh Rofiqul Islam (2) Sk. Mofijul Islam alias Mofijul Islam Sk. alias Sekh Mofijul Islam and (3) Sekh Nazrul Islam alias Sk. Nazrul Islam (the Vendor herein), each having 1/3rd (one third) share and/or interest therein.
- 5.1.5 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the 1/3<sup>rd</sup> (one third) share and/or interest in the Mother Property which is defined as the Said Property in Clause 4.1 above and the Said Property is the subject matter of this Conveyance.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances 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 Government or 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 and the West Bengal Estates Acquisition Act, 1953.
- 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 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, 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 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.
- 6.2 Surrender of Rights by Pioneer Prodev: 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/release such claims in favour of the Purchaser. The Vendor shall have no responsibility or obligation in this regard.

## 7. Transfer

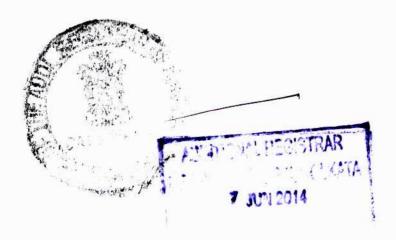
- 7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, more fully described in the **Schedule** below i.e. land classified as sali (agricultural) measuring 1.6667 (one point six six six seven) decimal equivalent to 1 (one) cottah and 5.98 (five point nine eight) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) cottah and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.646, recorded in L.R. Khatian No. 1371, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas and more fully described in the **Schedule** below and the said Dag No.646 is delineated on Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easements, authorities, claims, demands, usufructs and 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 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.9,57,932/- (Rupees nine lac fifty seven thousand nine hundred and thirty two) paid

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7 JUN 2014

by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the 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, debutters, 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 by Vendor: 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, 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 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 claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.
- 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:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Property 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.
- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's successors-in-interest and/or assigns shall and may, from time to time, and

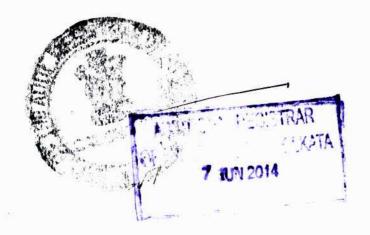


at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof exclusively and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or 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 and it is further expressly and specifically covenanted, confirmed and declared by the Vendor that notwithstanding contained in any law for the time being in force or enacted later or any custom or practice or other form of equitable right or remedy available to the Vendor, the Vendor shall not at any time in future claim any right of pre-emption, right of passage (whether of men, materials, water and other utilities), right of way, means of access, easement of use or any other right of any nature whatsoever or howsoever over and above the Said Property, even if the balance portion of the Dag (from which the Said Property has been carved out) is land-locked and does not have any public or private means of access and the Vendor hereby expressly waives, surrenders and give up each and every one of the aforesaid rights.

- 8.6 No Objection to Mutation: The Vendor covenants, confirms and declares that (1) the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (a) consents to the same and (b) 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 and (2) the Vendor is fully aware that the Purchaser shall convert the nature of use and classification of the Said Property and the Purchaser shall be fully entitled to do the same in all public and statutory records and the Vendor hereby expressly (a) consents to the same, notwithstanding the nature of use and classification of the balance portion of the Dag (from which the Said Property has been carved out) being and remaining the same and (b) 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 conversion of the nature of use and classification thereof and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under him, 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 1.6667 (one point six six six seven) decimal equivalent to 1 (one) cottah and 5.98 (five point nine eight) square feet, more or less [out of 10 (ten) decimal equivalent to 6 (six) cottah and 36 (thirty six) square feet, more or less], being a portion of R.S./L.R. Dag No.646, recorded in L.R. Khatian No. 1371, Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, within the jurisdiction of Rajarhat-Bishnupur No. I Gram Panchayet, Sub-Registration District Rajarhat (formerly



Constant

Bidhannagar), District North 24 Parganas and the said R.S./L.R. Dag No.646 is delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By land belonging to R.S./L.R. Dag No.645

On the East

: By land belonging to R.S./L.R. Dag No.647

On the South

By land belonging to R.S./L.R. Dag Nos.653 and 654

On the West: By land belonging to R.S./L.R. Dag No.1048

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs and 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.

The details of the Said Property are tabulated below:

Mouza	R.S./ L.R. <i>Dag</i> No.	L.R. Khatian No.	Nature of Land	Total Area of Dag (In Decimal)	Total Area Sold (In Decimal)	Name of Recorded Owner
Raigachi	646	1371	Sali	10	1.6667	Sakera Khatoon alias Sakeva Khatoon
		Tota	l Area of l	and Sold:	1.6667	



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

[Vendor]

**Round Heights Private Limited** 

bon Bhanachage

**Authorized Signatory** 

[Purchaser]

Drafted by:

Shuvadip Chakraborty, Advocate

Witnesses:

Name MOHIUDDIN MOLLA

Father's Name Chan uddin Father's Name

Address Langaf pafn Mostin - Address Raigocui

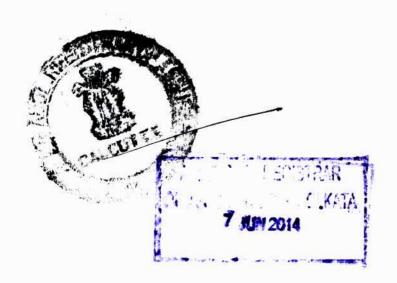
Gacha Burnsul PoxPg Rayota

Kal - 700/35

K2 ?

Signature Modified Mollar Signature Skorov Hom.

**Receipt And Memo of Consideration** 



Received from the within named Purchaser the within mentioned sum of Rs.9,57,932/- (Rupees nine lac fifty seven thousand nine hundred and thirty two) towards full and final payment of the consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount	Favouring
Pay Order No.003296 05.05.20		Axis Bank Limited, Nimta Kolkata Branch	Rs. 9,57,932/-	Sekh Nazrul Islam <i>alias</i> Sk. Nazrul Islam
		Total:	Rs. 9,57,932/-	

Sk Nazvel Jelan Sekh Nazrul Islam alias Sk. Nazrul Islam

[Vendor]

Witnesses:

Signature Modiudch's Molla. Signature Signature Name Modiudch's Molla Name S

Signature 8km003

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21000C

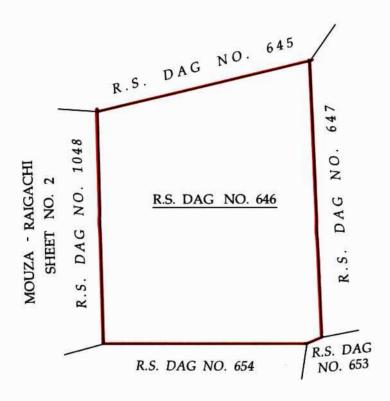


Plan

SITE PLAN OF R.S./L.R. DAG NO.- 646, L.R. KHATIAN NO.-1371, MOUZA- RAIGACHI, LL. NO.-12, P.S.- RAJARHAT, DIST. NORTH24 PARGANAS, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.



TOTAL AREA OF DAG NO. 646 is 10 DECIMAL



ROUND HEIGHTS PVT. LTD.

Should history

SK Normal Salar

NAME & SIGNATURE OF THE VENDOR/S:

LEGEND: 1.6667 DECIMAL UNDIVIDED SHARE OF SALI LAND OUT OF 10 DECIMAL OF R.S./L.R. DAG NO.- 646.

SHOWN THUS :-



# **SPECIMEN FORM TEN FINGER PRINTS**

SI. No.	Signature of the executants and/or purchaser Presentants					
	<b>*</b> "	Little	Ring	Middle (Left	Fore Hand)	Thumb
d	Markya					
TQ.	Mar	Thumb	Fore	Middle (Right	Ring Hand)	Little
4		Little	Ring	Middle (Left	Fore Hand)	Thumb
	SK1602M 2m					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
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		Little	Ring	Middle (Left	Fore Hand)	Thumb
					· · · · · · · · · · · · · · · · · · ·	
		Thumb	Fore	Middle (Right	Ring Hand)	Little





Dated this 4th day of June, 2014

## Between

Sekh Nazrul Islam *ahas* Sk. Nazrul Islam ... Vendor

## And

Round Heights Pvt. Ltd. ... Purchaser

## CONVEYANCE

1.6667 (one point six six six seven) decimal Portion of R.S./L.R. Dag No.646 Mouza Raigachi Police Station Rajarhat 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 34 Page from 2100 to 2114 being No 07181 for the year 2014.



(Dulal chandraSaha) 14-June-2014 ADDL: REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal