

12292

KDH/54

T 11063

Saha & Ray

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N/c case 1082/13AA 527988

M.V.: R. 8, 24, 927/
8 No. 21251/12.

Certified that the documents admitted to
registration, the signature sheet and the
endorsement sheets attached with the this
document are the part of this document

Add-District Sub Registrar
Barrackpore. 24 Pgs (N)

30 OCT 2012
CONVEYANCE

1. Date: 18th October

2. Place: Kolkata/Barrackpore

3. Parties:

3.1 **Chandana Baishya**, daughter of Late Karuna Kanta Baishya, residing at Baishya Para, Village Patulia, Post Office Patulia, Police Station Khardah, Kolkata-700119, District North 24 Parganas, represented by her constituted attorney, **Basudeb Das**, son of Late Biswanath Das, residing at Village Patulia Brahman Para, Post Office Patulia, Police Station Khardah, Kolkata-700119, District North 24 Parganas
(Vendor, includes successors-in-interest)

স্বাক্ষরিত
Ref

78
18/10/12
at 6:35 pm.

Rajesh Kumar Agarwal
18.10.2012

T1252

29 SEP 2012
High Court A.S.



Rajesh Kumar Agarwal
Director/Authorised Signatory
18.10.2012

V CTI 4362

অনুমোদন

18.10.2012
As constituted
attorney for and
on behalf of
Chandana Baishya

4368



Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012

Sudip Dutta Chowdhury
S/o - Dilip Dutta Chowdhury
Madhyam gram, Benkeni Paltis
KOL-700129
Business

And

- 3.2 **Blockdeal Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2nd Floor, 101 Park Street, Police Station Park Street, Kolkata-700016, represented by its authorized signatory, Rajesh Agarwal, son of Omprakash Agarwal, of 2nd Floor, 101 Park Street, Police Station Park Street, Kolkata-700016

(**Purchaser**, includes successors-in-interest).

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

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance


- 4.1 **Said Property:** Land classified as *danga* (highland) measuring 9.3334 (nine point three three three four) decimal [equivalent to 5.647 (five point six four seven) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 697, corresponding L.R. *Dag* No. 1596, recorded in L.R. *Khatian* No. 157, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. *Dag* No. 697, corresponding L.R. *Dag* No. 1596 being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Property**) **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

5. Background, Representations, Warranties and Covenants

- 5.1 **Representations and Warranties Regarding Title:** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 **Ownership of Mother Property:** Karuna Kanta Baishya was the absolute owner of land classified as *danga* (highland) measuring 28 (twenty eight) decimal, being the entirety of R.S. *Dag* No. 697, corresponding L.R. *Dag* No. 1596, recorded in L.R. *Khatian* No. 157, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas (**Mother Property**), free from all encumbrances.
- 5.1.2 **Sale to Vendor:** By a Deed of Conveyance in Bengali Language (*Kobala*) dated 9th November, 2001, registered in the Office of the Additional District Sub-Registrar, Barackpore, in Book No. I, Volume No. 236, at Pages 111 to 118, being Deed No. 8850 for the year 2002, Karuna Kanta Baishya *inter alia* sold, conveyed and transferred the Mother Property to the Vendor, free from all encumbrances and for the consideration mentioned therein. Thus the Vendor became the absolute owner of the Mother Property. The Said Property is a portion of the Mother Property and is the subject matter of this conveyance.

- 5.1.3 **Absolute Ownership of Vendor:** In the circumstances mentioned above, the Vendor has become the undisputed and absolute owner of the Said Property, free from all encumbrances.
- 5.1.4 **Power of Attorney by Vendor:** By a General Power of Attorney in Bengali Language (*Ammoktar Nama*) [POA] dated 12th October, 2012, registered in the Office of Additional District Sub-Registrar, Barackpore, in Book No. IV, CD Volume No. 3, at Pages 2099 to 2108, Being Deed No. 01360 for the year 2012, the Vendor appointed, constituted and nominated Basudeb Das, as her true and lawful attorney and empowered/authorized him to execute proper deed of conveyance in order to convey and transfer *inter alia* of the Mother Property (which consists of the Said Property) in favour of the Purchaser/Purchasers. The POA is valid and subsisting and has not been revoked or rescinded by the Vendor.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants 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 the *Panchayet* Authority or Government or any Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** 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, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or 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.




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Barrackpore, North 24 Parganas

18 OCT 2012

- 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 **Agreement to Sell and Purchase:** The basic understanding between the Parties is that the Vendor will sell the Said Property to the Purchaser free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and **together with** *khas*, vacant, peaceful and physical possession and the Purchaser will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively **Representations**).
- 6.2 **Surrender/Transfer of Rights:** Maa Amba Infrastructure Private Limited, having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (**First Company**) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (**Second Company**) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendor and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendor directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

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, being, land classified as *danga* (highland) measuring 9.3334 (nine point three three three four) decimal [equivalent to 5.647 (five point six four seven) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 697, corresponding L.R. *Dag* No. 1596, recorded in L.R. *Khatian* No. 157, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. *Dag* No. 697, corresponding L.R. *Dag* No. 1596 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.

+ *Signature* by




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Barrackpore, North 24 Parganas

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- 7.2 **Total Consideration:** The aforesaid transfer is being made in consideration of a sum of Rs.6,94,442/- (Rupees six lac ninety four thousand four hundred and forty two) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby as well as 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, *debuttar*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or 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:** Indemnification by the Vendor about the correctness of the Vendor's title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor about the correctness of the Vendor's title, which if found defective or untrue at any time, the Vendor shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 **Transfer of Property Act:** All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** *khas*, vacant, peaceful and physical possession of the Said Property have 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, 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 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



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Barrackpore, North 24 Parganas

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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 **Indemnity:** 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 encumbrance on the Said Property.
- 8.7 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to co-operate with the Purchaser in all respect for causing mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

Schedule (Said Property)

Land classified as *danga* (highland) measuring 9.3334 (nine point three three three four) decimal [equivalent to 5.647 (five point six four seven) *cottah*], more or less, out of 28 (twenty eight) decimal, being the portion of R.S. *Dag* No. 697, corresponding L.R. *Dag* No. 1596, recorded in L.R. *Khatian* No. 157, *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet*, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the **Schedule** below and the said R.S. *Dag* No. 697, corresponding L.R. *Dag* No. 1596 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. *Dag* No. 696
- On the East** : By R.S. *Dag* No. 762
- On the South** : By R.S. *Dag* No. 698
- On the West** : By R.S. *Dag* No. 1250




Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012

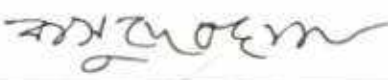
Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

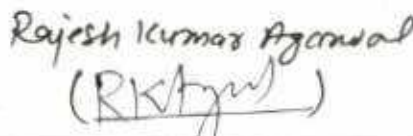
Mouza	R.S Dag No.	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	697	1596	157	28.00	9.3334	Karuna Kanti Baishya
				Total	9.3334	

9. Execution and Delivery

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


[Basudeb Das as the constituted
attorney of Chandana Baishya]
[Vendor]

Read over and explained
the Content of the document
to the Vendor by me,
Tushar Kanti Mitra


[Blockdeal Infracon Private Limited]
[Authorized Signatory]
[Purchaser]

Drafted by:

Jautush Chaudhuri
Advocate
High Court Calcutta

Witnesses:

Signature: 

Signature: 

Name: Sudip Dutta Choudhury

Name: TUSHAR KANTI MITRA

Father's Name: Sudip Dutta Choudhury

Father's Name: LATE S.N. MITRA


Address: Mahyaman gram, Baranagar

Address: ADVOCATE

Pally(s) KOL-700129

BARRACKPORE COURT



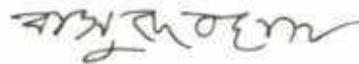

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of **Rs.6,94,442/-** (**Rupees six lac ninety four thousand four hundred and forty two**) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order No. 364033 (P)	18.10.2012	AXIS Bank, Nimta	6,94,442/-
		Total	6,94,442/-



[Basudeb Das as the constituted
attorney of Chandana Baishya]
[Vendor]

Witnesses:

Signature 

Name: Sudip Dutta Chowdhury

Signature Tushar Kanti Mitra

Name: TUSHAR KANTI MITRA




Addl. Dist. Sub-Registra
Barrackpore, North 24 Parganas

18 OCT 2012

PLAN SHOWS THE LAND AT MOUZA-PATULIA, J.L.-4, R.S.DAG NO-696(P), 697&698(P),
R.S.KH.NO-671,691,L.R.DAG NO-1595,1596&1597,L.R.KH.NO-157,P.S.-KHARDAH,DIST-
NORTH 24 PARGANAS, UNDER PATULIA GRAM PANCHAYET.

AREA OF LAND:-

DAG NO-696=3K-0CH-0SFT.

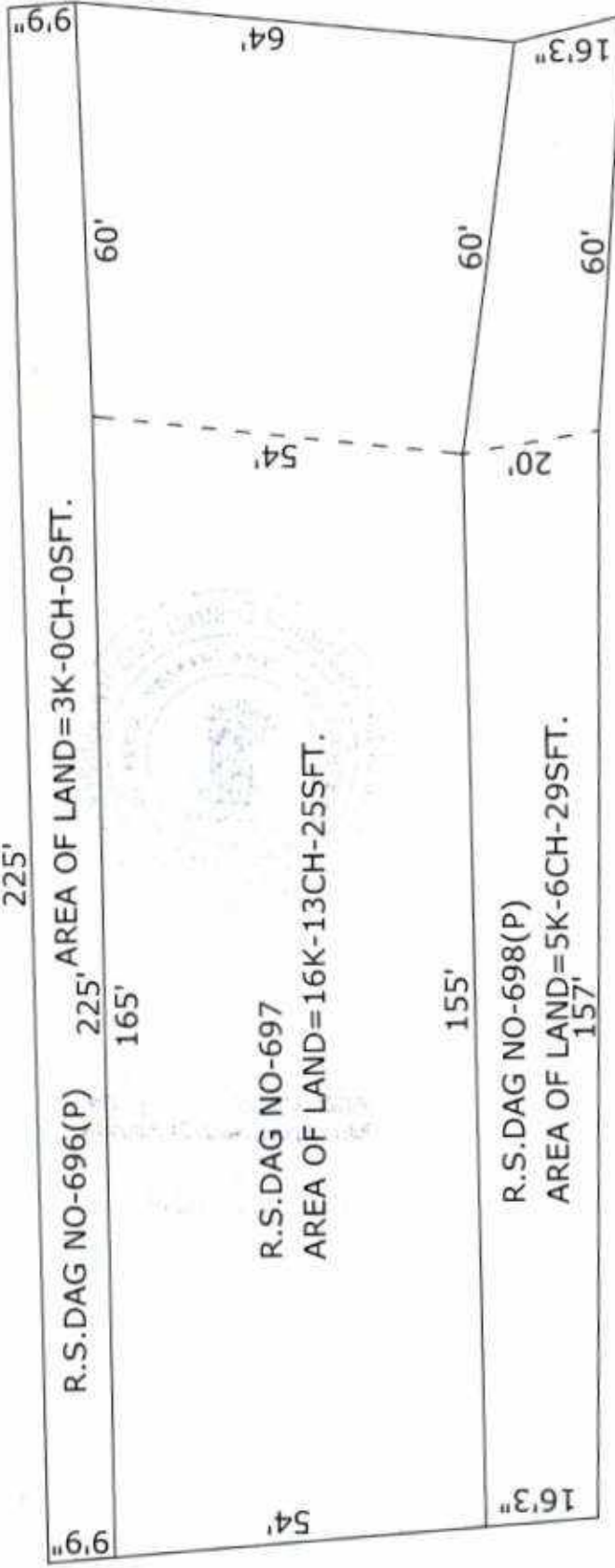
DAG NO-697=16K-13CH-25SFT.

DAG NO-698=5K-6CH-29SFT.

TOTAL AREA OF LAND=25K-4CH-9SFT.

R.S.DAG NO-696(P)
225'

SCALE=1"-26'



R.S.DAG NO-698(P)

BI OCKDEAL INFRACON PRIVATE LIMITED

GORA MONDAL(D.C.E)
DOPERIA,BANDIPUR,KHARDAH
LIC.NO:-1861


Rajesh Kumar
Agarwal

(Rajesh)

VENDOR'S SIGN:-

DRAWN BY:-




Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

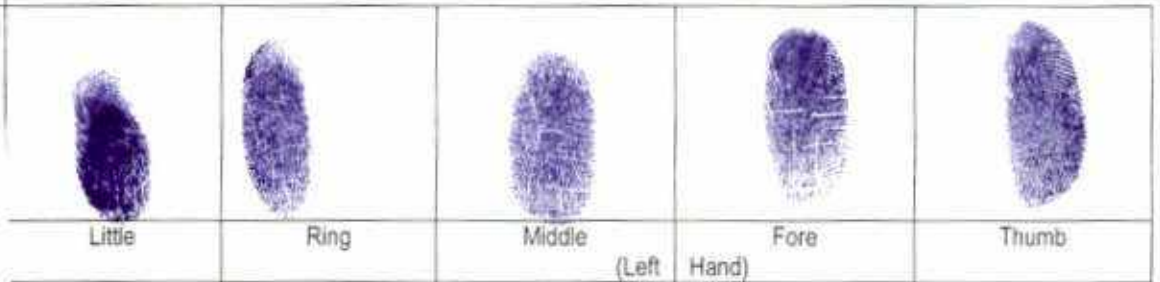
18 OCT 2012

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
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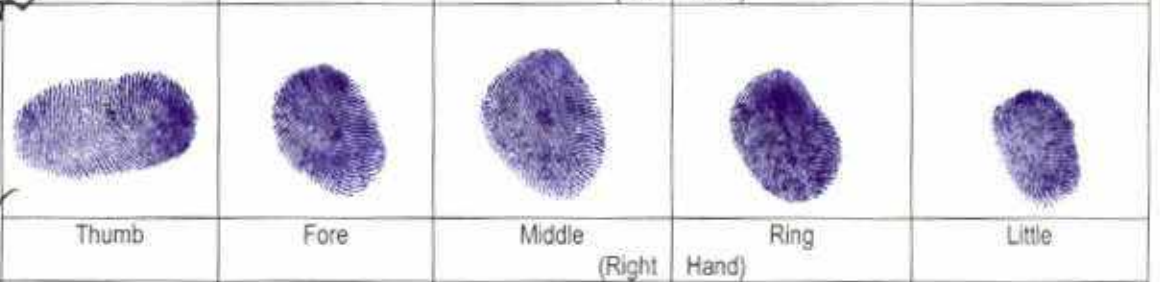
RK Agni



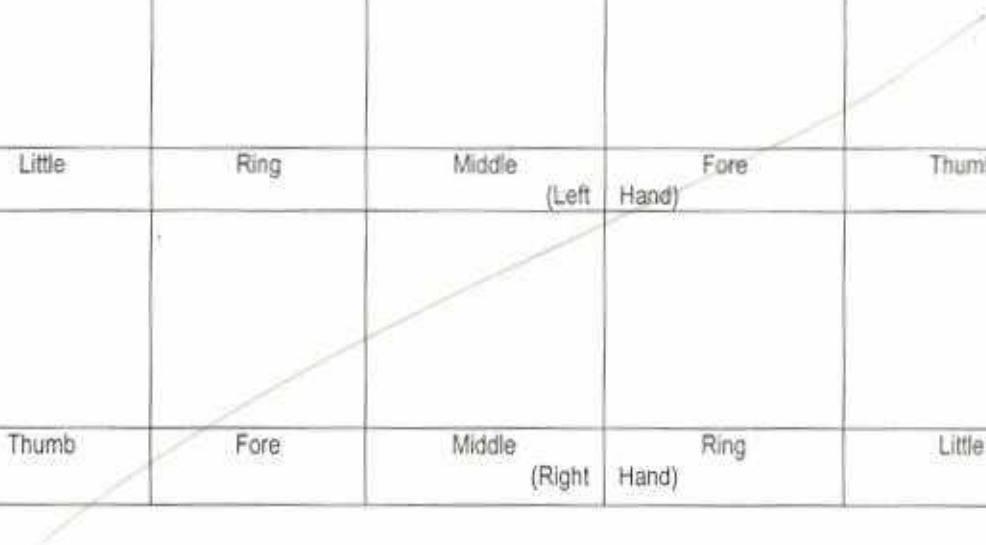
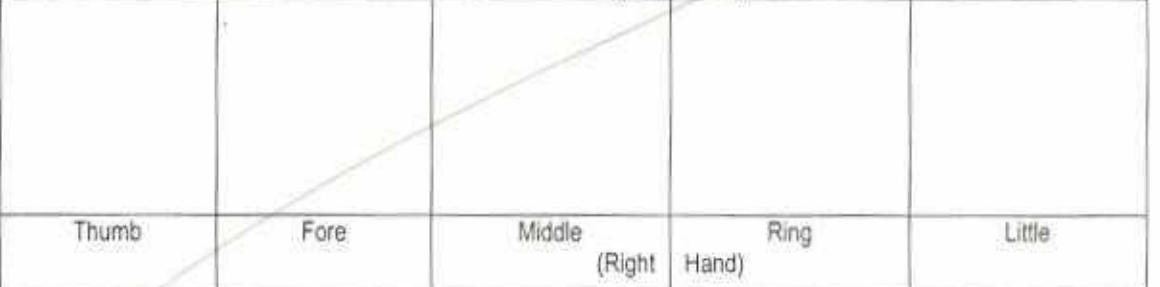
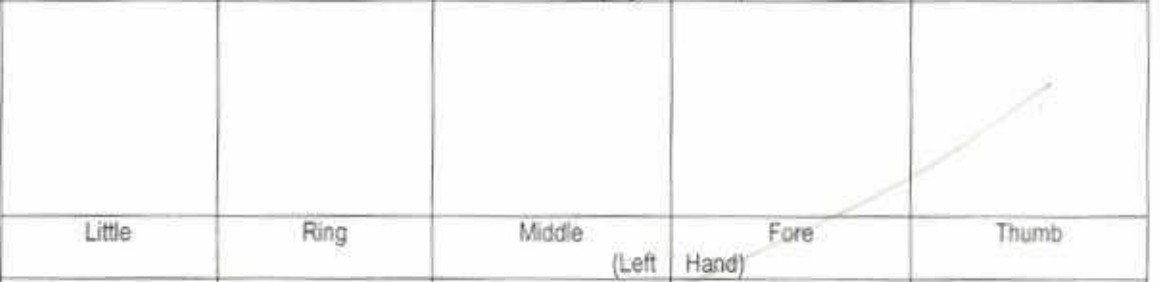
RK Agni




Murthy



Murthy






Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

18 OCT 2012



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

Endorsement For Deed Number : I - 11063 of 2012
(Serial No. 12292 of 2012)

On

Payment of Fees:

On 18/10/2012

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

Presented for registration at 19.10 hrs on :18/10/2012, at the Private residence by Rajesh Agarwal ,Claimant.

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

Execution is admitted on 18/10/2012 by

1. Rajesh Agarwal
Authorized Signatory, Blockdeal Infracon Pvt. Ltd., 101 Park Street, Thana:-Park Street, P.O. :-
District:-Kolkata, WEST BENGAL, India, Pin :-700016.
By Profession : Business

Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Bankim Pally, Thana:-Barasat,
P.O. :- District:-North 24-Parganas, WEST BENGAL, India, Pin :-700129, By Caste: Hindu, By
Profession: Business.

Executed by Attorney

Execution by

1. Basudeb Das, son of Lt. Biswanath Das , Patulia Brahman Para, Thana:-Khardaha, P.O. :-Patulia
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700119 By Caste Hindu By Profession:
Others,as the constituted attorney of Chandana Baishya is admitted by him.

Identified By Sudip Dutta Chowdhury, son of Dilip Dutta Chowdhury, Bankim Pally, Thana:-Barasat,
P.O. :- District:-North 24-Parganas, WEST BENGAL, India, Pin :-700129, By Caste: Hindu, By
Profession: Business.

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 30/10/2012

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. 9078.00/-, on 30/10/2012

(Under Article : A(1) = 9064/- ,E = 14/- on 30/10/2012)



(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



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

Endorsement For Deed Number : I - 11063 of 2012
(Serial No. 12292 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.-8,24,927/-

Certified that the required stamp duty of this document is Rs.- 41266 /- and the Stamp duty paid as: Impresive Rs.- 20/-

Deficit stamp duty

Deficit stamp duty Rs. 41260/- is paid, by the draft number 708147, Draft Date 25/10/2012, Bank Name State Bank of India, SEWLI SAB, received on 30/10/2012

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

Dated this 18th day of October, 2012

Between

Chandana Baishya
... Vendor

And

Blockdeal Infracon Private Limited
... Purchaser

CONVEYANCE

R.S. Dag No. 697
L.R. Dag No. 1596
Mouza Patulia
Police Station Khardah
District North 24 Parganas


Saha & Ray

Advocates
3A/1, 3rd 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 27
Page from 1441 to 1454
being No 11063 for the year 2012.




(Subhas Chandra Majumdar) 01-November-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal