58 R.S. Dag No. 458 - Jagannathpur I. 1028/09 (15)

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

च हजार रुपये FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

326211

Certified that the document is admitted to registration. The signature sheet and the endorsement sheets attached with this document are part of this document.

Additional Sub-Registrar
Sonarpur, South 24 Parganas

3 FEB 2009

Tonka Ghosh

# DEED OF CONVEYANCE

Mouza- Jagannathpur,

P.S. Sonarpur,

Land- 24 Decimals equivalent to 14 Cottahs 8 Chattaks 15 Sq.ft.

Valu- Rs. 11,03,000/- (Rupees Eleven Lakh Three Thousand only)

নং 1171 তা 28/01/09
মূল্য 5000/-
ক্রেতা Deva Lake Developers Ltd
পরিচয় 47 Elgin Main Road, Mahamayatala
সাং Kol-84.

তাপস হালদার ষ্ট্যাম্প ভেণ্ডার
সোনারপুর, এ.ডি. সাব রেজিষ্ট্রী অফিস
৩৮৯৩১ ২৫শে ১

T. S No. 118

LAKE DEVELOPERS LTD.
Director

Addl. Dist. Sub-Registrar
Sonarpur, South 24 Pgs.

3 FEB 2009

Farha Alam S. No 119
V.C.T.
Dilip Kumar Haldar
S/o Shirendranath Haldar
39 Green Park. Kol-103. Business

Farha Alam

DENTURE made this 30th day of January, Two Thousand Nine **BETWEEN** ENAYET HOSSAIN son of Late Sheikh Raja, residing at No. 1, Serang Lane, 700014, **LAL BIBI** widow of Sheik Asiruddin alias Sheikh Gorachand, **SHEIKH NABI, MURSHED ALAM, SHEIKH RAFIK, SHEIKH SALIM, SHEIKH AZ AND SHEIKH SABIR** all sons of Late Sheikh Asiruddin alias Sheikh in alias Sheikh Gorachand, all residing at Village Jagannathpur, Simultala, P.S. ir, in the District of South 24 Parganas, all represented by their constituted , Farha Alam, wife of Murshed Alam, resident of Village Jagannathpur, Simultala, harpur, District South 24 Parganas, hereinafter jointly referred to as the **RS** (which expression shall unless excluded by or repugnant to the subject or be deemed to mean and include their respective heirs, executors, administrators, resentatives and assigns) of the **ONE PART AND DEVALOKE DEVELOPERS** ), a Company duly incorporated under the Companies Act, 1956 having its ed office at No. 47, Garia Main Road, Kolkata - 700 084, represented by its Sukanta Kundu of 47, Garia Main Road, Kolkata - 700 084, hereinafter referred **PURCHASER** (which expression shall unless excluded by or repugnant to the or context be deemed to mean and include its successor or successors-in- and assigns) of the **OTHER PART** :

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Sonarpore, South 24 Pgs.

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**WHEREAS :**

A. One Sheikh Samiruddin was the absolute owner of All That the piece and parcel of agricultural land measuring 54 sataks be the same a little more or less in R. S. Dag No. 458, L.R. Dag No. 499, R.S. Khatian No. 70, L.R. Khatian Nos. 103, 23, 32, 64, 868, 927, 990, 594, 997, 441, 524, 881, 470 and 999 situate lying at Mouza Jagannathpur, P.S. Sonarpur in the district of South 24 Parganas more fully and particularly described in the Schedule hereunder written (and hereinafter referred to as the "said entire land").

B. The said Sheikh Samiruddin who was a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1951 leaving him surviving his four sons Sheikh Badsah, Sheikh Raja, Sheikh Hedayet, Sheikh Asiruddin and daughter, Sahazadi Bibi as his only heirs and legal representatives who jointly inherited the said land according to their respective shares under the Muslim Law absolutely and forever as hereunder :

| | | | |
|---|---|---|---|
| Sheikh Badsah | 22.22% | = | Undivided 12 sataks |
| Sheikh Raja | 22.22% | = | Undivided 12 sataks |
| Sheikh Hedayet | 22.22% | = | Undivided 12 sataks |
| Sheikh Asiruddin | 22.22% | = | Undivided 12 sataks |
| Sahazadi Bibi | 11.11% | = | Undivided 6 sataks |

C. The said Sheikh Badsah who was a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1962 leaving him surviving him his widow, Parijan Bewa and two sons Sahebjan alias Sheikh Kamaluddin and Babujan as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

D. The said Parijan Bewa who was a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1975 leaving her surviving her two sons Sahebjan alias Sheik Kamaluddin and Babujan as her only heirs and legal

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Sonarpur, South 24 Pgs.

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representatives who jointly inherited her undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

E. The said Babujan who was a Muslim governed by the Sunni School of Mohammedan Law died intestate on the 20th day of January, 1993 leaving him surviving his widow, Putul Bibi, son Sheik Riyajuddin and two daughters, Rani Khatoon and Parveen Khatoon as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

F. The said Sheikh Raja who was a Muslim governed by the Sunni School of Mohammedan Law died intestate on the 22nd day of January, 1980 having been predeceased by his daughter Razia Bibi and leaving him surviving his widow Ladli Bibi, son Sheik Enayat Hossain as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

G. The said Ladli Bibi who was a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1982 having been predeceased by his daughter Razia Bibi and leaving her surviving her son Sheikh Enayat Hossain as her only heirs and legal representatives who jointly inherited her undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

H. The said Sheik Hedayet Hussain who was a Muslim governed by the Mohammedan School of Law died intestate on the 28th day of November, 1976 leaving him surviving his widow, Sufia Khatoon, three sons, Anwar Hossain, Golam Hossain, Asgar Hossain and four daughters, Anwari Begam, Asgari Begam, Suraiya Begam and Saira Khatoon as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

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Farha Alam

I. The said Sheikh Asiruddin who was a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1975 leaving him surviving his widow, Lal Bibi and six sons, namely, Sheikh Golam Nabi, Murshed Alam, Sheikh Rafik, Sheikh Salim, Sheikh Sabir, and Sheikh Sanowaz and two daughters, namely, Rehana Bibi and Ruksana Bibi as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

J. The said Ruksana Bibi who was unmarried and a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1990 leaving her surviving her mother, Lal Bibi, her six brothers, namely, Sheikh Golam Nabi, Murshed Alam, Sheikh Rafik, Sheikh Salim, Sheikh Sabir, and Sheikh Sanowaz and her sister, namely, Rehana Bibi as her only heirs and legal representatives who jointly inherited her undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

K. The said Rehana Bibi who was unmarried and a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1995 leaving her surviving her mother, Lal Bibi, her six brothers, namely, Sheikh Golam Nabi, Murshed Alam, Sheikh Rafik, Sheikh Salim, Sheikh Sabir, and Sheikh Sanowaz as her only heirs and legal representatives who jointly inherited her undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

L. The said Sahazadi Bibi who was a Muslim widow governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1972 leaving her surviving her three sons Sheikh Hyder, Sheikh Mohammad, Sheikh Shaukat and two daughters, Nurjahan Bibi and Hurjan Bibi as her only heirs and legal representatives who jointly inherited her undivided share in the said land according to their respective shares under the Muslim Law absolutely and forever.

M. The said Sheikh Shaukat who was a Muslim governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1984 leaving him surviving his

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Sonarpore, South 24 Pgs.

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Harha Alam

widow, Sufia Bibi, four sons, Aktar Hossain, Afsar Hossain, Akbar Hossain, Altaf Hossain and daughter, Samsad Bibi as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

N. The said Sheikh Mohammad who was a Muslim governed by the Sunni School of Mohammedan Law died intestate on the 25th day of April, 1991 leaving him surviving his widow, Hamida Bibi and son, Sheik Sarafat as his only heirs and legal representatives who jointly inherited his undivided share in the said entire land according to their respective shares under the Muslim Law absolutely and forever.

O. The said Nurjahan Bibi who was a Muslim widow governed by the Sunni School of Mohammedan Law died intestate on the 8th day of September 1993 leaving her surviving her five sons Sheikh Salauddin, Sheikh Kamal, Sheikh Nehal, Sheik Salim and four daughters, Sehenaz Bibi, Mustari Bibi, Sabnam Bibi and Sabana Bibi as her only heirs and legal representatives who jointly inherited her undivided share in the said land according to their respective shares under the Muslim Law absolutely and forever.

P. The said Hurjan Bibi who was a Muslim widow governed by the Sunni School of Mohammedan Law died intestate sometime in the year 1994 leaving her surviving her daughter, Samsad Begam and her brother, Sheikh Hyder as her only heirs and legal representatives who jointly inherited her undivided share in the said land according to their respective shares under the Muslim Law absolutely and forever.

Q. By an indenture of conveyance dated the 19th day of March 2008 made between the said Sahebjan alias Sheikh Kamaluddin, Putul Bibi, Sheikh Riyajuddin, Rani Khatun, Parveen Bibi, Sufia Khatoon, Sheikh Anwar Hussain, Sheikh Golam Hossain, Sheikh Asgar Hussain, Anwari Begam, Asgari Begam, Suraiya Khatoon alias Tuni Bibi, Saira Khatoon, Hamida Khatoon, Sheikh Sarafat, Sheikh Haider, Sufia Bibi, Sheikh Aktar Hussain, Sheikh Afsar Hussain, Sheikh Akbar Hussain, Sheikh Altaf Hussain, Samsad Bibi, Sheikh Salauddin, Sheikh Kamal, Sheikh Nehal, Sheikh Salim, Sahenaz Bibi alias Munni, Muktar Bibi, Sabnam Bibi, Sabana Bibi and Samsad Bibi, therein jointly referred

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to as the Vendors of the One Part and the Purchaser herein, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Sonarpur in Book No. I, Volume No. 5, Pages 4756 to 4775, Being No. 02549 for the year 2008, the said Vendors therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser herein All That their undivided 30 sataks out of the said entire land more fully and particularly described in the Schedule thereunder written.

R. Thus the Vendors are now seized and possessed of and/or otherwise well and sufficiently entitled to All That the undivided 24 sataks of the said entire land (hereinafter referred to as the said land) more fully and particularly described in the schedule hereunder written free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever nature and the Purchaser is seized and possessed of and/or otherwise well and sufficiently entitled to the balance 30 sataks thereof.

S. The Vendors have agreed to sell and the Purchaser has agreed to purchase free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature All That the said land at and for the consideration of a sum of Rs. 11,03,000/- (Rupees Eleven lacs three thousand only).

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs. 11,03,000/- (Rupees Eleven lacs three thousand only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said land) the Vendors do and each of them doth hereby grant transfer convey assign and assure unto and in favour of the Purchaser All That the piece and parcel of land containing an area of undivided 24 Sataks be the same a little more or less out of the total area of 54 sataks comprised in R. S. Dag No. 458, L.R. Dag No. 499, R.S. Khatian No. 70, L.R. Khatian Nos. 184 and 416, situate

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lying at Mouja Jagannathpur, Police Station Sonarpur, in the District of South 24 Parganas more fully and particularly described in the Schedule hereunder written and shown and delineated in the map/plan annexed hereto and bordered in Red thereon (hereinafter referred to as the 'said land') **OR HOWSOEVER OTHERWISE** the said land or any part thereof now is or heretofore was situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all sewers drains ditches ancient and other lights, paths, passages and all manner of rights, privileges easements, advantages and appurtenances whatsoever to the said land or any part thereof belonging to or anywise appertaining or usually held, occupied or enjoyed or reputed known as part parcel or member thereof or appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever both at law or in equity of the Vendors into and upon the same or any part thereof **TOGETHER WITH** all deeds, pattahs, muniments of title whatsoever relating to the said land or any part thereof which now are or at any time hereafter shall or may be in the possession, power or control of the Vendors or any other person or persons from whom the Vendors may procure the same without any action or suit **TO HAVE AND TO HOLD** the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances whatsoever.

**THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER** as follows :

(a) **THAT NOTWITHSTANDING** any act, deed or thing by the Vendors or their respective predecessors in title done or executed or knowingly suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereby granted, transferred and conveyed or expressed or intended so to be and every part thereof without any manner or condition, use, trust or other thing whatsoever to alter, defeat, encumber or make void the same;

(b) **THAT NOTWITHSTANDING** any such act, deed or thing whatsoever as aforesaid the Vendors have now in themselves good right, full power and absolute authority to

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Addl. Dist. Sub-Registrar
Sonarpore, South 24 Pgs.

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grant, transfer and convey the said land hereby sold, granted, transferred and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid;

(c) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them;

(d) **THAT** the land or any part or portion thereof or any interest therein has not vested in the State of West Bengal and/or has not been acquired and no notice of acquisition or requisition has been served upon the Vendors;

(e) **THAT** all taxes, land revenue and impositions payable in respect of the said lands upto the date of these presents have been fully paid by the Vendors and if any portion of such taxes, levies, impositions etc. is or are found to have remained unpaid for the period upto the date of these presents, the same shall be paid by the Vendors forthwith upon demand;

(f) **THAT** the Vendors have not entered into any agreement for sale in respect of the said land or any part or portion thereof or any interest therein and the same is also not the subject matter of any litigation;

(g) **THAT** the Vendors or their predecessors in interest have not taken any loan or other financial accommodation against the security of the said land or any part or portion thereof;

(h) **AND** that free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently indemnified of from and against all manners of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any person or persons lawfully or equitably claiming as aforesaid;

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Addl. Dist. Sub-Registrar
Sonarpur, South 24 Pgs.

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Farha Alam

(I) **AND** further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said land or any part thereof from under or in trust for them the Vendors shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said land and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

**THE SCHEDULE ABOVE REFERRED TO** :

**ALL THAT** the piece and parcel of land containing an area undivided 24 Sataks be the same a little more or less out of the total area of 54 sataks comprised in R. S. Dag No. 458, L.R. Dag No. 499, R.S. Khatian No. 70, L.R. Khatian Nos. 184 and 416 situate and lying at Mouza Jagannathpur, P.S. Sonarpur, J.L.No.51, Touji No.271, District Sub-Registrar Sonarpur, in the District of 24 Parganas South butted and bounded in the following manner:

On the North : By land in Dag Nos. 451 and 450

On the East : By land in Dag No. 460

On the South : By land in Dag No. 459

On the West : By land in Dag Nos. 457 and 455

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands the day month and year first above written.

**SIGNED SEALED AND DELIVERED** by the said **VENDORS** at Kolkata in the presence of :

1. Utsab Chatterji

2.

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Addl. Dist. Sub-Registrar
Sonarpore, South 24 Pgs.

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Sheik Eanayet Hossain
Sheikh Golam Nabi
Murshad Alam
SK Rabik
SK Salam
SK Sonawaz
SK Sabir & Lalbibi
for Constituted
Attorney of and
Lalbibi

Zorha Alam

Zorha Alam
For DEVALOKE DEVELOPERS LTD.
Subhamita Munsh

Director

**SIGNED AND SEALED** by the said **PURCHASER** at Kolkata in the presence of :

1. Utpal Chatterjee
Mahamayapur

2. Dilip Kumar Halder
39, Greenpark Kol-103

Addl. Dist. Sub-Registrar
Sonarpore, South 24 Pgs.

3 FEB 2000

SITE PLAN OF R.S. DAG NO. 455

MOUZA - JAGANNATHPUR, P.S. - LAL BAGH,

DIST. - MURSHIDABAD, PIN - 742149, (SOUTH)

UNDER RAJPUR - SONARPUR MUNICIPALITY, WARD NO. 7.

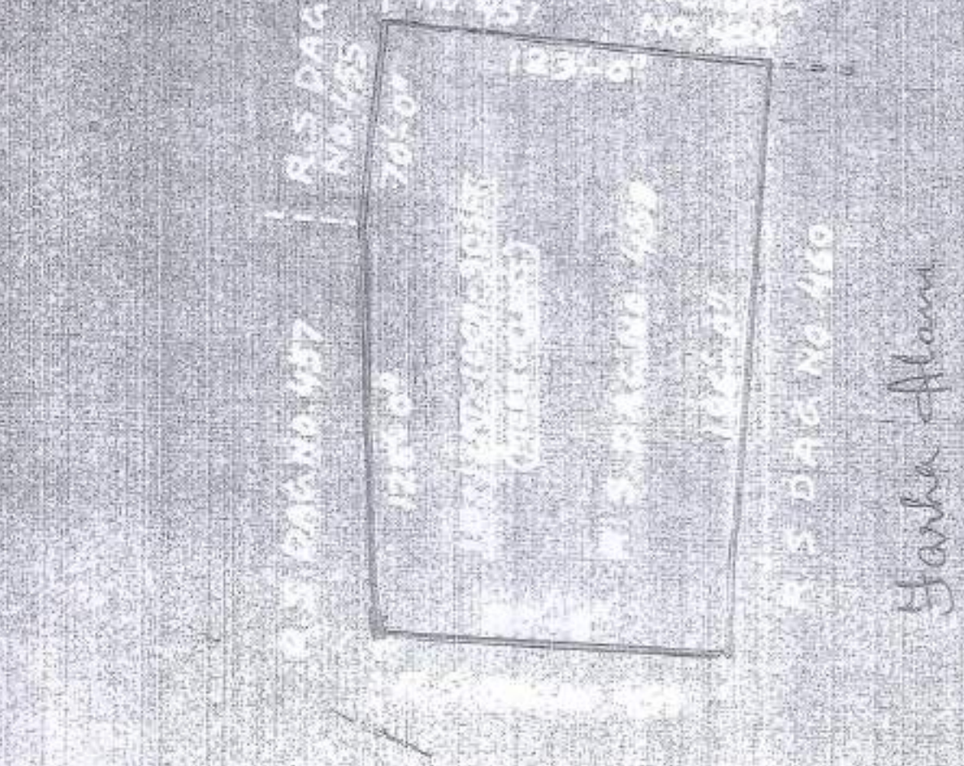
SCALE :- 1" = 50'

TOTAL PROPERTY AREA - 1.15 ACRES

(1.15 ACRES)

PURCHASED LAND :- 1.15 ACRES (1.15 ACRES)

(UNCLASSED)


For DEVALOKE DEVELOPERS LTD.

Director

Regn. No. 6039

Addl. Dist. Sub-Registrar
Sonarpore, South 24 Pgs.

3 FEB

Government Of West Bengal
Office of the A. D. S. R. SONARPUR
SONARPUR
Endorsement For deed Number :I-01028 of :2009
(Serial No. 01058, 2009)

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On 30/01/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 19.50 hrs on :30/01/2009,at the Private residence by Sukanta Kuncu,Claimant.

Executed by Attorney

1. Execution By Farah Alam, wife of Murshed Alam ,Vill- Jagannathpur Simultala South 24 Pgs. ,Th Sonarpur By caste Muslim,by Profession :House wife,as the constituted attorney of 1. Sheikh Enayet Lal Bibi 3. Golam Nabi 4. Murshed Alam 5. Sheikh Rafik 6. Sheikh Salim 7. Sheikh Sanowaz 8. Sheikh admitted by him.

Identified By Dilip Kumar Halder, son of Dhirendra Nath Halder 39, Green Park Kolkata 700103 Thana ... t Hindu,By Profession :Business

Name of the Registering officer :Utpal Kumar Chakrabarty
Designation :ADDITIONAL DISTRICT SUB-F

On 03/02/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955, Court fee stamp 10.00/-

Payment of Fees:

Fee Paid in rupees under article : A(1) = 12122/- ,E = 7/- on:03/02/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed i 1103000/-

Certified that the required stamp duty of this document is Rs 66190 /- and the Stamp duty paid as: Impresi

Deficit stamp duty

Deficit stamp duty 1 Rs 49000/- is paid, by the draft number 309576, Draft Date 29/01/2009 Bank Name India

[Utpal Kumar Chakrabarty]
ADDITIONAL DISTRICT SUB-REGISTR.
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRA
SONARPUR
Govt. of West Bengal

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Addl. Dist. Sub-Registrar
Sonarpore, South 24 Pgs.

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Government Of West Bengal
Office of the A. D. S. R. SONARPUR
SONARPUR
Endorsement For deed Number :I-01028 of :2009
(Serial No. 01058, 2009)

, Mahamayatala, received on :03/02/2009, 2 Rs 12190/- is paid, by the draft number 309575, Draft Date 29/
Name State Bank Of India, Mahamayatala, received on :03/02/2009.

Admission of Execution(Under Section 58)

Execution is admitted on 03/02/2009 by
1. Sukanta Kundu,Director, Devaloke Developers Limited,47, Garia Main Road,Kolkata-700084, prc
Business
identified By Dilip Kumar Halder, son of Dhirendra Nath Halder 39, Green Park Kolkata 700103 Thana: , I
Hindu,By Profession :Business.

Name of the Registering officer :Utpal Kumar
Chakrabarty
Designation :ADDITIONAL DISTRICT SUB-F

[Utpal Kumar Chakrabarty]
ADDITIONAL DISTRICT SUB-REGISTRAI
OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR
SONARPUR
Govt. of West Bengal

Addl. Dist. Sub-Registrar
Sonarpore, South 24 Pgs.

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*Certificate of Registration under section 60 and Rule 69.*

Registered in Book - I
CD Volume number 3
Page from 5072 to 5089
being No 01028 for the year 2009.

(Utpal Kumar Chakrabarty) 05-February-2009
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. SONARPUR
West Bengal