

DEED OF CONVEYANCE

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strict Sto-Registrar-I North 24-Parganes

2 8 FEB 2011

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THIS INDENTURE made on this 25 day of February, TWO THC USAND AND ELEVEN of the Christian Era.

ETWEEN

SMT. BARNALI CHOWDHURY, D/o. Jadunath Chowdhury, by Nationality - Indian, by Faith - Hindu, By Occupation -Business, Residing at 75, Nilachal, Birati, P.S. Airport, Kolkata -700 051, Dist - North 24 Parganas, hereinafter called and

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referred to as the **VENDOR** (which terms and / or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include her respective heirs, executors, administrators, legal representatives, successors and assigns) of the **ONE PART**.

AN D

DEBDUTTA MUKHERJEE, Son Late Sankar Nath SHRI Mukherjee, by Nationality – Indian, by faith – Hindu, *by Occupation - Business, residing at H.6B Parvati Vihar, 52/6, V.I.P. Road, within P.S. Baguiati, Kolkata - 700 059, Dist - North 24 Parganas. hereinafter called and referred to as the (which terms and/or expression shall unless PURCHASER excluded by or repugnant to the context or subject be deemed to mean and include his respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

WHEREAS one Smt. Charubala Dutta and Ava Aich Roy were the Owners of land measuring an area 04 Cottahs 01 Chittacks 14 Sq.ft. be the same a little more or less lying and situated at Mouza – Satgachi, P.S. Dum Dum, comprised in Dag No. 2312, appertaining to Khatian No. 625, being Premises No. 20/2, Jogipara Road, in the District of North 24 Parganas.

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AND WHEREAS by a Registered Deed of Gift dated 25/01/2001 made BETWEEN Smt. Charubala Dutta and Ava Aich Roy therein described as the Donors of the One Part and Shri Sadhan Kumar Dutta and Shri Sukumar Dutta therein described as the Donees of the Other Part, and the said Deed was registered at the Office of A.D.S.R.O. Cossipore Dum Dum and duly recorded in Book No. I, Volume No. 30, Pages from 1 to 12, being No. 1221 for the year 2001 and the said Donors out of natural love and affection granted, gifted, transferred unto the Donees ALL THAT piece and parcel of land measuring an area of 04 Cottahs 01 Chittacks 14 Sq.ft. be the same a little more or less lying and situated at Mouza - Satgachi, P.S. Dum Dum, comprised in Dag No. 2312, appertaining to Khatian No. 625, being Premises No. 20/2, Jogipara Road, in the District of North 24 Parganas, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS after the aforesaid Deed of Gift the said Shri Sadhan Kumar Dutta and Shri Sukumar Dutta absolutely seized and possessed of or other well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area 04 Cottahs 01 Chittack 14 Sq.ft. be the same a little more or less lying and situated at Mouza – Satgachi, P.S. Dum Dum, comprised in Dag

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No. 2312, appertaining to Khatian No. 625, being Premises No. 20/2, Jogipara Road, in the District of North 24 Parganas and also duly mutated their names in the records of the South Dum Dum Municipality.

AND WHEREAS said Shri Sadhan Kumar Dutta and Shri Sukumar Dutta entered into a Development Agreement with the Developer M/S. TRIMURTI BUILDERS for construction of the building consisting of several Flats and Spaces on the said plot of land and it was agreed that the Developer shall construct the building, on the terms, condition and consideration mentioned therein.

AND WHEREAS the Developer in pursuance of the said Development Agreement constructed the building on the said property according to the plan sanctioned by the South Dum Dum Municipality vide Plan No. 755 dated 10/04/2002.

AND WHEREAS by a Registered Deed of Conveyance dated 11/03/2005 made amongst **Sri Sadhan Kumar Dutta and Shri Sukumar Dutta** both sons of Late Jnanda Charan Dutta, at 20/2, Jogipara Road, Dum Dum, Kolkata – 700 028, therein described as the **Vendors** of the First Part and **M/S. TRIMURTI**

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BUILDERS, a Partnership Firm having its Office at EA-5, Deshbandhu Nagar, Kolkata - 700 059, being its Partners SHRI SUBRATA ROY and SHRI MRINAL KANTI SARKAR therein described as the **Developer** of the Second Part and **Smt. Srabani** Mitra and Shri Arindam Mitra therein described as the Purchaser of the Third Part and the said Deed was registered in the Office of A.D.S.R. Cossipore Dum Dum, recorded in Book No. 1, Volume No. 95, Pages from 391 to 404, being No. 3326 for the year 2006 and the said Vendors and Developer for the valuable consideration therein mentioned granted, sold, transferred and conveyed unto the Purchaser ALL THAT a Self-Contained Residential Flat being Flat No. A, on the Third Floor, measuring a Super Built Up area 900 Sq.ft. more or less together with common parts and portions together with proportionate share or interest in the land of the said building known as CHARU VILA, at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District of North 24 Parganas. *

AND WHEREAS after purchasing the aforesaid property said Smt. Srabani Mitra and Shri Arindam Mitra became the sole and absolute Owners of ALL THAT FLAT being Flat No. A, on the Third Floor, measuring a Super Built Up area 900 Sq.ft. more or less together with Common Parts and Portions together with

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proportionate share or interest in the land of the said building known as CHARU VILA at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District of North 24 Parganas.

AND WHEREAS the said Smt. Srabani Mitra and Shri Arindam Mitra while seized and possessed of or otherwise well and sufficiently entitled to ALL THAT Flat being Flat No. A, on the Third Floor, measuring super built up area 900 Sq.ft. more-or which is more fully and particularly described in the Schedule "B" hereunder written together with Common Parts and Portions together with proportionate share or interest in the land of the said building known as CHARU VILA at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District of North 24 Pargana's, which is morefully and particularly mentioned in the Schedule "A" hereunder written granted, sold, transferred and conveyed the said Schedule "B" property to Smt. Barnali Chowdhury, D/o. Jadunath Chowdhury of 75, Nilachal, Birati, within P.S. Nimta, Kolkata - 700 051, the Present Vendor herein through an Registered Indenture being No. 7623 for the year 2009 which was registered at A.D.S.R.O. Cossipore Dum and recorded the same in Book No. I, Volume No. 190, Pages from 13 to 20 for the consideration mentioned therein.

AND WHEREAS after purchasing the aforesaid property said Smt. Barnali Chowdhury, D/o. Jadunath Chowdhury became the sole and absolute Owners of ALL THAT FLAT being Flat No. A, on the Third Floor, measuring a Super Built Up area 900 Sq.ft. more or less together with Common Parts and Portions together with proportionate share or interest in the land of the said building known as CHARU VILA at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District of North 24 Parganas and the present Vendor is paying rents and taxes to the proper authority concern and has been enjoying peaceful physical possession over the said FLAT, which is more fully and particularly described in the Schedule "B" hereunder written without any interruption whatsoever and free from all encumbrances, liens, charges and the property is good marketable title.

AND WHEREAS presently due to paucity of fund the VENDOR herein intends to sell the said Flat being No. A on the Third Floor in question more particularly mentioned in the "B" Schedule to the present PURCHASER at the highest market rate of Rs. 12,00,000/- (Rupees Twelve Lakhs) only together with proportionate share or interest in the land described in the Contd...P/8... Schedule "A" hereunder written which is free from all encumbrances and the PURCHASER has agreed to purchaser the said Flat being No. A on the Third Floor measuring 900 Sq.ft. Super built up area of the said building known as CHARU VILA at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18 which is more particularly mentioned in the Schedule "B" hereunder written at the said consideration price of Rs. 12,00,000/- (Rupees Twelve Lakhs) only and a verbal agreement was executed by and between the Vendor and Purchaser herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 12,00,000/- (Rupees Twelve Lakhs) only of lawful money paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor do hereby admit and acknowledge and from the payment of the same and every part thereof forever quit, release and discharge the Purchaser) the Vendor doth hereby convey and transfer unto the Purchaser free from all encumbrances, free from lien, charge and lispendences ALL THAT said FLAT being No. A, on the Third Floor, measuring a super built up area 900 Sq.ft. more or less of the said building

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known as 'CHARU VILA' at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District of North 24 Parganas, morefully described in the Schedule "B" hereunder written together with the undivided proportionate share of the land in the building and terrace, stairs, lobbies and the Common Areas and Facilities according to the Purchaser's share with right to use common passage as well as right of use overhead and underground tank and right, liberties, benefit and privileges, easement and whatsoever in the said FLAT TO HAVE AND TO HOLD own and possess the same UNTO and TO THE USE of the Purchaser NOTWITHSTANDING any act, deed or thing hereto before done, executed or knowingly suffered to the contrary the Vendor is now lawfully seized and possessed of the said complete residential Apartment free from all encumbrances attachment or defect in the title whatsoever and the Vendor has full power and absolute authority to sell the property in the manner aforesaid and the Purchaser shall at all times hereafter peaceably and quietly possess and enjoy the said FLAT and profit thereof and shall also be entitled to sell, mortgage, lease or OTHERWISE alienate transfer the said Apartment hereby conveyed subject to the terms and conditions incorporated in these presence AND FURTHER that the Vendor her legal representative or assignee

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from and against all encumbrances, charges, liens, trust whatsoever that the Vendor and her successors in the office claiming through or under it or in trust for it shall at all times hereafter at the request and the cost of the Purchaser or his heirs or legal representatives claiming through or under them or in trust do and execute or cause to be done or executed all such further acts, deeds or things whatsoever as may be reasonably be required for further and more peacefully assuring the said – apartment unto and to the Purchaser.

AND THAT IT IS FURTHER AGREED BY AND BETWEEN THE VENDOR AND PURCHASER AS FOLLOWS :-

- 1) That the Purchaser shall be liable to pay Municipal Taxes and other outstanding now payable or to be payable hereafter in respect of the said property being Flat proportionately as mentioned in Schedule "E" hereunder written.
- 2) That the Purchaser shall regularly pay the charges, levies, costs, expenses for common areas including maintenance and service charges of the said project to the proportion of his right to the property.

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- 3) That the Purchaser shall maintain and repair the internal portion of the purchased Flat in all respect solely at his own cost.
- 4) That the Purchaser agrees to contribute any pay from time to time and at all times it proportionate share towards costs, expenses and outstnadings in respect of the matters specified in Schedule "C" hereto and also pay other taxes, outgoings to be lawfully equitably hereafter with co-owners of the building.
- 5) That the appointment of all such costs, taxes and outgoings shall be the basis of proportionate area of the said purchased property of each of the Purchaser.
- 6) That the Purchaser shall use the said property being Flat only for residential purpose and shall not use the same in such manner as may or likely cause nuisance, to the occupiers of the other Flat Owners of the building nor shall use the same for illegal or immoral and/or any purpose against public policy.
- 7) That after the execution and registration of these presents if any addition / alternation in or about or relating to the Contd...P/12...

said building are hereafter required to be carried by the Government, Municipality or any Statutory Authority the same shall be carried out by the Purchaser in co-operation with the other owners of the flats in the building at his own cost proportionate to his share.

- 8) That the Purchaser shall not at any time demolish or cause to be demolished or damaged the said property being the Flat or any part thereof.
- 9) That the Purchaser shall not at any time make or cause to be made addition or alternation of whatsoever manner to the said property sold or any part thereof which might prejudicially affect the safety security and by the premises or cause any nuisance to any other owners of the said building.
- 10) That the Purchaser shall not make any alteration in the elevation and outside colour scheme of the building.
- 11) That the Purchaser undertakes that the Purchaser shall not fix and grill in the balcony / verandah in any form or manner or any portion of the outer side of the building which damaged the outer elevation or design of the grill.

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- 12) That the Purchaser shall not throw or accumulate or cause to be thrown or accumulated any garbage dirt or permit the same to be thrown or allowed to be thrown or accumulated on the premises or any portion of lobby or premises.
- 13) That the Purchaser interest in the undivided portion of land as morefully described in Schedule "A" shall remain joint with the other co-owners of the building who have hereto before acquired or who may hereafter acquired right, title and interest in the said building.
- 14) That the Purchaser shall not use coal, coke, charcoal, fire, wood of smelly informingly material other than gas, kerosene oil, electricity or similarly fuel for cooking or for other purpose but in case of scarcity or non-availability of the same of the aforesaid restriction will not be applicable in such case.
- 15) That Purchaser shall not be entitled to transfer and/or part with the possession of the said Flat except for residential purpose and also subject to the terms and conditions herein contained.
- 16) That the Purchaser undertakes that if the Purchaser transfer his property being Flat the Purchaser shall

Contd...P/14...

incorporate all terms and conditions of the same deed in the said Deed of Transfer.

- 17) That the Purchaser undertakes that if any grill and any door or window and/or shutter are damaged that must be replaced by the Purchaser without affecting the existing design of the same and so without affecting the outside elevation of the building in any manner whatsoever.
- 18) That the Purchaser agreed to form an Association with the Owners of the Flat and/or Commercial establishment in the said building for the maintenance and repairing of the external portion of the building premises including rain water, soil pipes, water pipes, electric wiring and lighting the common passage and the stair and staircase used in common with other apartments flats, shops or commercial establishment Owners and also agreed to bear the proportionate costs and expenses of the same to be decided by the Association under the provision of West Bengal Apartment Ownership Act.
- 19) That the Purchaser shall abide by all the laws, bye-laws, rules and regulations of the competent authority and also those which may be formed the Association of the Apartment Owner of the said Building.

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THE SHCEDULE "A' AS REFERRED TO ABOVE (DESCRIPTION OF TOTAL PROPERTY)

ALL THAT piece and parcel of a plot of land measuring an area 04 (four) Cottahs 01 (one) Chittacks and 14 (fourteen) Sq.ft. be the same a little more or less **TOGETHER WITH** a multi-storied building standing thereon lying and situated at Mouza – Satgachi, P.S. Dum Dum, J.L. No. 20, R.S. No. 154, Touji No. 182, comprised in Dag No. 2312, appertaining to Khatian No. 625, within the limits of South Dum Dum Municipality, being Municipal Holding No. 77, (Old 61), being Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, under Additional District Sub-Registry Office Cossipore-Dum Dum, in the District – North 24 Parganas, which is butted and bounded as follows :-

On the North :- Land and building of Biswanath Dutta;

On the South :- 6 ft. Wide Common Passage

and Rabindra Nath Dey;

On the East :- Land of Haradhan Dhar and Rabindra Nath Dey; On the West :- Jogipara Road;

THE SCHEDULE "B" AS REFERRED TO ABOVE (THE FLAT HEREBY CONVEYED)

ALL THAT a self-contained independent Finished FLAT being No. A measuring a super built up area of 900 Sq.ft. more or Contd...P/16... less on the THIRD FLOOR consisting Three Bedrooms, One Living-cum-Dining Space, One Kitchen, One Bath & Privy, One W.C. and One Verandah of the said building known as CHARU VILA APARTMENT at Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, together with Common Parts and Common Portions and together with undivided impartible proportionate share or interest in the land described in the Schedule "A" hereinabove and delineated in the map or plan of the said Flat is enclosed herewith marked by the RED Colour shall always be treated as the part of this Deed.

THE SCHEDULE "C" AS REFERRED TO ABOVE (Common Areas and Facilities)

- 1) Staircase on all floors.
- 2) Staircase on landings on all floors.
- 3) Common Passage, Lobby Roof.
- Water pump, water tank, water pipes and other common plumbing installations.
- 5) Electric Wiring.
- 6) Drainage and swear age.

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7) Such other common parts, areas, equipments, installations fixtures, fittings and spaces on or about the said building as are necessary for the use and occupancy of the flat / unit in common and as specified by the Vendors expressly to be common parts after construction of the building but excluding the roof and/or terrace and the open and covered Car Parking Space and areas.

THE SCHEDULE "D" AS REFERRED TO ABOVE (RIGHT AND OBLIGATION)

- 1. That the right in common with other Purchaser for the used of the Common Parts for ingress in and egress out from the units / flats and or building Premises as well as right for the use of common road for the purpose of access to the other adjoining plots of land in which the owners or their nominee or nominees may have any right or interest present or future.
- 2. That the right in common with the other Purchaser to get Electricity was connection from and to any other unit or flat or common parts through pipe, drains, wires, conduits lying or being in under through or over the said unit / flat as far as may be reasonably necessary for the beneficial use and occupation of the respective unit / flat and/or common parts and common areas.

Contd...P/18...

- 3. That the right of protection for other parts of the building by all parts of the said unit / flat as far as necessary to protect the same.
- That the right of support from the said unit / flat that may be enjoyed by other parts of the building.
- 5. That the right with or without workmen and necessary materials to enter from time the unit / flat for the purpose of repairing such pipes, drains, wires and conduits *as aforesaid provided always that say in cases or emergency by purchaser shall be given a prior 48 hours notice in writing of the intention for such entry as aforesaid.

THE SCHEDULE "E" AS REFERRED TO ABOVE (Common Expenses)

- 1. All cost of maintenance, operating, replacing, white washing, painting, re-building, re-construction, decorating, redecorating and lighting the common parts and also the other walls of the building and parking spaces.
- 2. The salaries of all persons employed for the said purpose.
- The insurance premium for insuring the building against earthquake, fire, lighting, mob violance, damage civil commotion, etc.

Contd...P/19...

- All charges and deposits for suppliers of common facilities and utilities.
- Muncipal Taxes, Multi-Storied building Tax and other outstanding expenses save those separately assessed on the respective flat / unit.
- Costs and charges of establishement and maintenance of the building and for watch and ward staff.
- All unforseen litigation expenses for protecting the title of land and building.
- The Office expenses incurred for maitenance the office for common purpose.
- 9. All other expenses outgoings as are deemed by the agent and/or the Vendor to be necessary or incidental for protecting the interest and right of the Purchaser.
- 10. All expenses referred to above shall be proportionally borne by the co-purchaser in and from the date of taking charges and occupations of their respective units by the Purchasers shall not be liable to bear such charges in respect of unsold units or flats.

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IN WITNESSES WHEREOF the Parties have hereunto set and subscribed their respective hands, seals and signatures on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presence of witnesses :-

1) 5K Sarifuddin.

2) Nandini Bhunifa.

Drafted and Prepared by :-

(Mihir Das. Advocate)

Judges' Court, Barasat, Kolkata – 700 124 Dist – North 24 Parganas WB-429 81

Computer type by :-

(Rana Dev. Barasat)

MEMO OF CONSIDERATION

RECEIVED Rs. 12,00,000/- (Rupees Twelve Lakhs) only from the within named Purchaser being full and final highest reasonable market price as per Memorandum below :--

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By Cheque / Draft No. 009242 dated 25.02, 11 drawn on Union Bank, Salt Lake Branch.

Branch.

Rs. 12,00,000.00

TOTAL

Rs.12,00,000.00/-

(Rupees Twelve Lakhs) only.

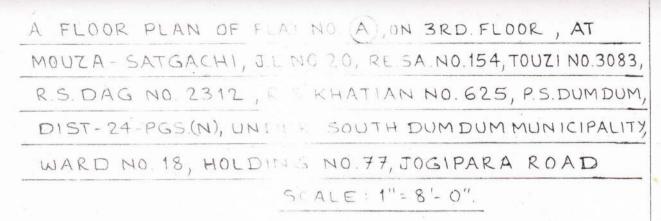
Barnali Clowd

SIGNATURE OF VENDOR

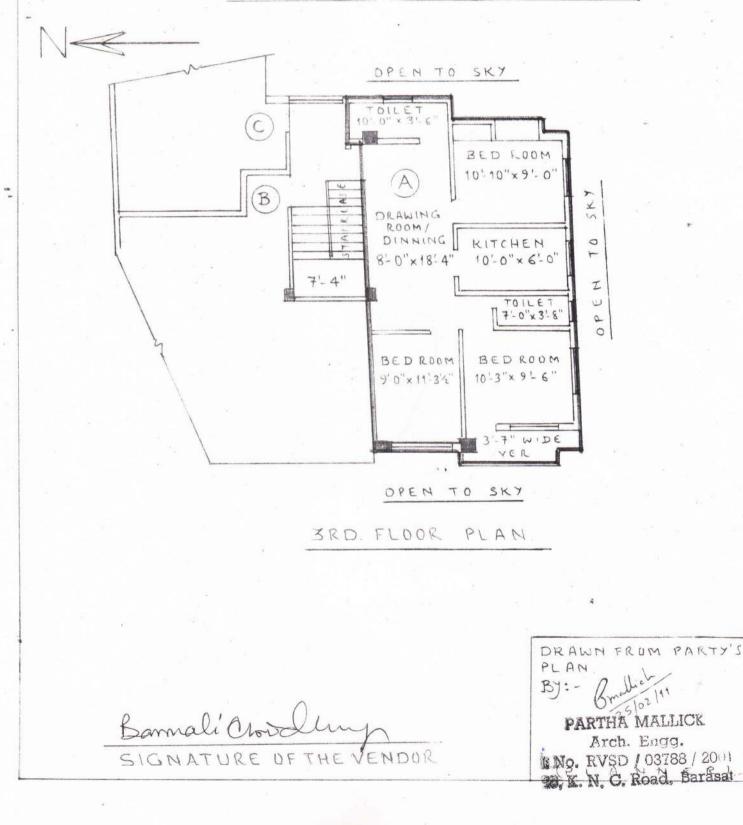
Witnesses :-

- 1) SIZIZIT SIZM ZM7573
- 2) Mandimi Bheringe.

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SUPER BUILTUP AREA : 900 SFT.



Government of West Bengal Department of Finance (Revenue), Directorate of Registration and Stamp Revenue Office of the D.S.R.-I NORTH 24-PARGANAS, District- North 24-Parganas

Signature / LTI Sheet of Serial No. 01313 / 2011, Deed No. (Book - I , 01321/2011)

I . Signature of the Presentant

Signature with date		
Bannali Chrisding		
28.2-11		

SINO.	nature of the person(s) admittin Admission of Execution By	Status				
		Status	Photo	Finger Print	Signature	
	Barnali Chowdhury Address -75, Nilachal, Birati, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700051	Self	28/02/2011	LTI 28/02/2011	Barmalil	
iobardan	Identifier of above Person(s) huniya ga Sandhukhan Para, Thana:-Habi orth 24-Parganas, WEST BENGAL	ra, , India,		Signature Nandim 20	Bhumya	

(Pijush Bhattacharya) DISTRICT SUB-REGISTRAR Office of the D.S.R.-I NORTH 24-PARGANAS 2 8 FEB 2011

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28/02/2011



Government Of West Bengal Office Of the D.S.R.-I NORTH 24-PARGANAS District:-North 24-Parganas

Endorsement For Deed Number : I - 01321 of 2011

(Serial No. 01313 of 2011)

On

Payment of Fees:

On 28/02/2011

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. 15732/-, on 28/02/2011

(Under Article : A(1) = 15686/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 28/02/2011)

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.-1426050/-

Certified that the required stamp duty of this document is Rs.- 85583 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 80610/- is paid, by the draft number 845483, Draft Date 25/02/2011, Bank Name State Bank of India, PATULIA, received on 28/02/2011

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

Presented for registration at 12.19 hrs on :28/02/2011, at the Office of the D.S.R.-I NORTH 24-PARGANAS by Barnali Chowdhury ,Executant.

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

Execution is admitted on 28/02/2011 by

 Barnali Chowdhury, daughter of Jadunath Chowdhury, 75; Nilachal, Birati, Thana:-Airport, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700051, By Caste Hindu, By Profession : Business

Identified By Nandini Bhuniya, wife of Kuntal Saha, Gobardanga Sandhukhan Para, Thana:-Habra, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

(Pijush Bhattacharya) DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

EB 2011

28/02/2011 12:50:00 P



Government Of West Bengal Office Of the D.S.R.-I NORTH 24-PARGANAS District:-North 24-Parganas

Endorsement For Deed Number : I - 01321 of 2011

(Serial No. 01313 of 2011)

(Pijush Bhattacharya) DISTRICT SUB-REGISTRAR

> (Pijush Bhattacharya) DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

2 8 FEB 2011

28/02/2011 12:50:00 P

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 1064 to 1091 being No 01321 for the year 2011.

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(Pijush Bhattacharya) 28-February-2011 DISTRICT SUB-REGISTRAR Office of the D.S.R.-I NORTH 24-PARGANAS West Bengal