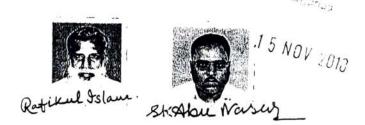


পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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St 50110 M. 5711 _ -62060



DEED OF CONVEYANCE

THIS INDENTURE made this the 15th day of November, 2010 BETWEEN SRIBISHNU YADAV son of Sri Gopal Yadav, by faith Hindu, by occupation Service, residing at 63-B, Swinhoe Lane, P.S. Kasba, Kolkata – 700 042 being represented by his Constituted Attorney RAFIKUL ISLAM, son of Late Md. Mahatab Ali, by faith

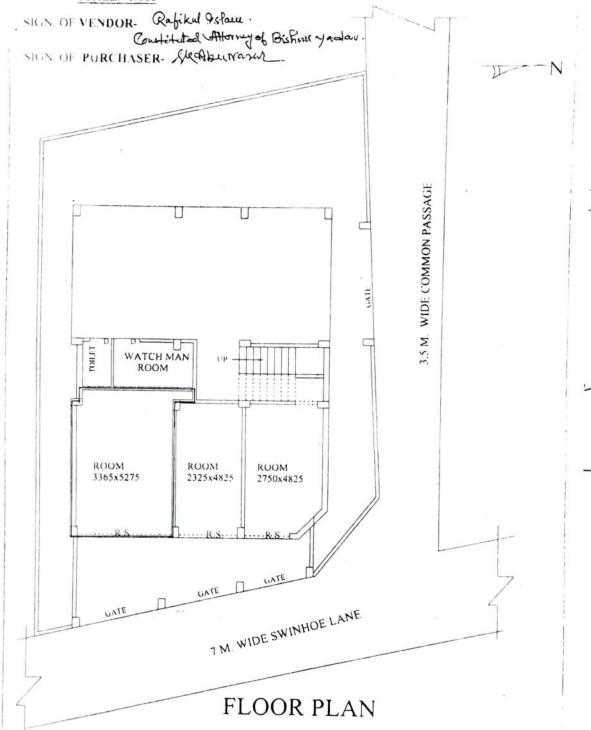
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Henlificat by me. Moni rul Islam Sto-Late Ahasan Akamed 63 B/IP Swinhoe lave Kolkata-42 Dist Sub Register-III Alipur South 2.1 Penganas

12 MON 5013

DEED PLAN OF ROOM. UNIT IN THE GROUND FLOOR AT 63B/IP SWINHOL LAND UNDER K.M.C. WARD NO. - 067, P.S. - KASBA , KOLKATA - 700 042 SCALE:- 1:100



Government of West Bengal

85

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R.-III SOUTH 24-PARGANAS, District- South 24 Parganas
Signature / LTI Sheet of Serial No. 07944 / 2010

Signature of the Presentant

Name of the Presentant	Signature with date
Rafikul Islam	Rafikul Islam 15/11/2010

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1.	Rafikul Islam Address -5a, Priyanath Banerjee Street, Kolkata, Thana:-Narkeldanga, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin: 700009	Attorney			Rafikul Islam
FIII . 700003			15/11/2010	LTI 15/11/2010	
S T C	Sk. Abu Nasar Address – 20d, Raja Dinendra Street, Kolkata, Thana:-Narkeldanga, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700009	Self			Ble Abu Nasar
	Fitt 1-700003		15/11/2010	LTI 15/11/2010	

Name of Identifier of above Person(s)

Date Monirul Islam 63/b/1p, Swinhoe Lane, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin: 700042 Signature of Identifier with

Moured Islam 15.11.2010

Pist Sub Rogides of

(Utpal Kumar Chakraborty)

Olistrict SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-II SOUTH 24-PARGANAS

Page 1 of 1

15/11/2010



Government Of West Bengal Office Of the D.S.R.-III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsment For Deed Number : I-08274 of 2010

(Serial No. 07944 of 2010)

On

Payment of Fees:

On 15/11/2010

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: 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 11387/-, on 15/11/2010

(Under Article : A(1) = 11341/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 15/11/2010)

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.-1032000/-

Certified that the required stamp duty of this document is Rs.- 61940 /- and the Stamp duty paid as Impressive Rs.- 5000/-

Deficit Stamp duty

Deficit stamp duty

- 1. Rs. 24060/- is paid, by the Bankers cheque number 955169, Bankers Cheque Date 06/11/2010, Bank Name State Bank of India, SEALDAH, received on 15/11/2010
- 2. Rs. 30000/- is paid, by the Bankers cheque number 955170, Bankers Cheque Date 06/11/2010, Bank Name State Bank of India, SEALDAH, received on 15/11/2010
- 3. Rs. 3000/- is paid, by the Bankers cheque number 376334, Bankers Cheque Date 15/11/2010, Bank Name State Bank of India, ALIPORE, received on 15/11/2010

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

Presented for registration at 13.17 hrs on :15/11/2010, at the Office of the D.S.R.-III SOUTH 24-PARGANAS by Rafikul Islam, Executant.

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

Execution is admitted on 15/11/2010 by

Bei P.11: - 1

(Utpal Kumar Chakraborty)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

15/11/2010 16:58:00

EndorsementPage 1 of 2

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Government Of West Bengal Office Of the D.S.R.-III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsment For Deed Number : I-08274 of 2010

(Serial No. 07944 of 2010)

 Sk. Abu Nasar, son of Sk. Abdul Mabud, 20d, Raja Dinendra Street, Kolkata, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BNEGAL, India, P.O.:- Pin :-700009, By Caste Muslim, By Profession: Business

Identified By Monirul Islam, son of Late Ahasan Ahamed, 63b/1p, Swinhoe Lane, Kolkata, Thana:-Kasba, District:-South 24 Parganas, WEST BENGAL, India, P.O.:- Pin:-700042 , By Caste: Muslim, By Profession: Others.

Executed by Attorney

Execution by

Banerjee Street, Kolkata, 1. Rafikul Islam, Son of Late Md. Mahatab Ali, 5a, Priyanath Thana:- Narikeldanga, District:- South 24 Parganas, WEST BENGAL, India, P.O. - Pin :- 700009 By Caste Muslim By Profession: Business, as the constituted attorney of Sri Bishnu Yadav is admitted by him

Identified By Monirul Islam, son of Late Ahasan Ahamed, 63b/1p, Swinhoe Lane, Kolkata, Thana:- Kasba, District:- South 24 Parganas, WEST BENGAL, India, P.O.:- Pin :- 700042, By Caste: Muslim, By Profession: Others.

> (Utpal Kumar Chakraborty) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

(Utpal Kumar Chakraborty) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

15/11/2010 16:58:00

EndorsementPage 2 of 2

Registered in Book – I
CD Volume number 15
Page from 8731 to 8750
Being No 08274 for the year 2010.

لدو

(Utpal Kumar Chakraborty) 15-November - 2010 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS Office of the D.S.R.-III South 24-Parganas West Bengal Muslim,by occupation Businessman, residing at 5A,Priyanath Banerjee Street, P.S.: Narkeldanga, Kolkata –700 009 as per registered Power of Attorney, duly registered by Sri Bishnu Yadav in favour of the said Attorney Rafikul Islam, registered in the Office of Addl. Registrar of Assurance, Kolkata, recorded in Book – IV, Being No.2563 for the year 2002, hereinafter called and referred to as the <u>VENDOR</u> (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, representatives and assigns) of the FIRST PART.

AND

SK. ABU NASAR, son of Sk. Abdul Mabud, by faith Muslim, by occupation Businessman, residing at 20D, Raja Dinendra Street and also at 3/H/1, Raja Dinendra Street, P.S.: Narkeldanga, Kolkata – 700 009 and also a tenant of 63B/1P, Swinhoe Lane, Kolkata – 700 042, hereinafter called and referred to as PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, representatives and assigns) of the SECOND PART.

WHEREAS One Smt. Feni Yadav by virtue of a Deed of Partition dated 29th day of September, One Thousand Nine Hundred and Seventy between her co-sharers Moni Routh, wife of Gopal Routh and Rani Bala Routh (Yadav), wife of Arvi Routh which was duly registered at S.R.O. Alipore and entered in Book No.I, Volume No.49, pages 179 to 193, Being No.4331 for year 1970, obtained a plot of land measuring more or less 3 Cottahs 8 Chittacks land with structure thereon of Premises No.63B, Swinhoe Lane, in Mouza Gadas comprised in Dag No.1437 and 1438, R.S. Dag No. 1432, under Khatian No. 148, S.R.O. Sealdah as a Second Party.

AND WHEREAS out of love and affection and sympathy, said Smt. Feni Yadav conveyed the said property measuring more or less 3 Cottahs 6 Chittacks 22 Sft. in the form of gift to Sri Bishnu Yadav, the Vendor herein and the donee has already given his consent to accept the said gift, which was duly registered as Deed of Gift

in the Office of the A.D.S.R. Sealdah and recorded in Book No.I, Volume No.36, Paged 101 to 106, Being No.1179 for the year 1998.

AND WHEREAS the Vendor herein thus became the absolute owner in respect of all that piece and parcel of above-noted property measuring more or less 3 cottahs 6 Chittacks 22 sq. ft. which is lying and situated under Mouza – Gadsa, J.L. No.17, R.S. Dag No.1432, Khatian No.148, being premises No.63/B, Swinhoe Lane, at present 63B/1P, Swinhoe Lane, P.S. Kasba, Kolkata – 700 042, within the limit of the Kolakta Municipal Corporation (K.M.C.) Ward No.067 within the jurisdiction of District 24 Parganas (South) and the same has been morefully described in the First Schedule hereunder mentioned.

AND WHEREAS the Vendor herein while in absolute possession and enjoyment of the said property free from all encumbrances obtained a sanctioned building plan from the K.M.C. for a four storied building.

AND WHEREAS the Vendor constructed the said four storied building over the First Schedule property as per above said sanctioned plan and subsequent additional & Alterations and has sold some of the proposed self-contained flats / units to the intending purchasers and the required assessment and apportionment by the K.M.C. in favour of said building has already been made.

AND WHEREAS the Purchaser herein being tenant in respect of some portions of said premises No.63/B/1P, Swinhoe Lane, Kolkata—42 and being desired of purchasing of self-contained unit at the South-Eastern side of the Ground floor measuring 200 sq. ft. covered area / 240 sq. ft. super built-up area together with properitionate undivided share of land and common areas & facilities necessary for the beneficial enjoyment hereinafter called the said unit/flat at the said building at 63B/1P, Swinhoe Lane (Formerly 63B, Swinhoe Lane) at a concessional agreed consideration of Rs.3,60,000/- (Rupees three lakhs sixty thousand) only and the Vendor being satisfied with the said consideration, agreed to sell the said unit free from all encumbrances.

AND WHEREAS the VENDOR agreed to sell and the PURCHASER agreed to purchase the said unit in as it is condition.

NOW THIS INDENTURE WITNSSETH in consideration of the said sum of Rs.3,60,000/- (Rupees three lakhs sixty thosuand only) paid by the Purchaser to the Vendor the receipt whereof the Vendor do hereby admit and acknowledge as per Memo of Consideration and of and from the same the VENDOR do hereby release and discharge the PURCHASER and the said Unit at the South-Eastern side in the Ground Floor of the building together with undivided proportionate share of interest in the land with common areas and facilities and also in consideration of the covenants hereinafter contained the VENDOR do hereby grant, convey, transfer and assign absolutely unto the PURCHASER, the said Unit measuring 200 sq. ft. covered area / 240 sq. ft. built-up area at the South-Eastern side in the Ground floor of the building appertaining to Premises No. 63B/1 P, Swinhoe Lane (formerly 63B, Swinhoe Lane), P.S. Kasba, Kolkata-700 042, more particularly descirbed in the SECOND SCHEDULE hereunder written and delineated in the map or plan annexed hereto together with proportionate undivided share in land comprised in the said premises more particularly described in the FIRST SCHEDULE hereunder written with common areas and facilities more particularly described in the THIRD SCHEDULE hereunder written. TOGETHER WITH all appurtenance thereto, all easement rights, being common user of the required, passage, water courses, sewers, drains, rights, liberties, enjoyment of the said unit hereby conveyed more particularly described in the Schedule below free from all encumbrances, mortgages, charges, liens, lispendence, trust, tenancy, acquisition, requisition, attachment, proceeding and other liabilities whatsoever. subject to the terms, conditions, convenants, agreements and stipulations hereinafter contained on the part of the the PURCHASER and the VENDOR to observe and perform for the benefit and protection of the said building AND ALL THE RIGHTS title, interest, property, claim and deed whatsoever of the said VENDOR into or upon the said unit and every part thereof. TO HAVE TO HOLD the said unit hereby conveyed

unto the PURCHASER, his heirs, executors, administrators, and assigns absolutely AND the said VENDOR do hereby covenant with the said PURCHASER that the VENDOR have their good right, title and interest to convey the said property and express so to be unto the PURCHASER, his heirs, executors, administrators, representatives and assigns in the manner aforesaid AND the VENDOR do hereby for himself, his heirs, executors, administrators, representatives and assigns convenant with the said PURCHASER and declare that he is seized and possessed of and has not in any way encumbered or charged or caused to be charged or encumbered the property to be conveyed by any lease, mortgage, charge and agreement whatsoever AND that the said PURCHASER, his heirs, executors, administrators, representatives and assigns shall and may at all times peaceably and quitely possess and enjoy the said property hereditament and premises and receive rent and profits thereof without any interruption, claim or denied whatsoever, from or by the said VENDOR or any person or persons lawfully or equitably claiming from, under, or in trust from them and that the property hereby conveyed is not within the purview of any notice under the land Acquisition Act, C.M.D.A. Act Of Calcutta Improvement Act AND the VENDOR, all persons claiming under them shall and will and for all times to come at the request and costs of the SAID PURCHASER, his heirs, executors, administrators, representatives and assigns do or execute or cause to be executed or done all such acts, deeds and things whatsoever for further and more perfectly assuring the title to the properties, hereditaments and premises or any part thereof unto the PURCHASER, his heirs, executors, administrators, representatives and assigns and placing them in possession of the said according to the trust intent and meaning of these presents as shall or may be reasonably required. And the VENDOR further covenant that if it transpires that the property hereby conveyed by the VENDOR is not free from encumbrances as hereinabove stated by him the VENDOR, his heirs, executors, administrators, representatives and assigns shall be liable under the Civil Laws to the PURCHASER, his heirs, executors, administrators, representatives and assigns and shall be bound to make good any loss sustained by him or her or them.

The Vendor do hereby declare that the Purchaser being lawful absolute owner of the said unit by virtue of this deed of conveyance shall have right and authority to

sell, transfer, grant, mortgage or in any way alienate the said unit to anyone without any reference to the Vendor.

AND WHEREAS it is further agreed and declared between the parties as follows:-

- 1. PURCHASER as the owner of the unit shall pay for the entire building proportionate Corporation Taxes, charges, levies and impositions and water taxes (both owner and occupier) as and when the same shall become due and payable after the date of notice to take possession of the said unit / delivery of possession of the said unit, so long the said unit is not separately assessed by the Corporation authorities and in addition thereto also pay proportinately all costs and expenses for maintenance and repairment of the common areas and facilities specified in the FOURTH SCHEDULE hereunder written.
- 2. The PURCHASER at his own costs shall maintain and repair his unit including the inside walls, fixtures and pipes, fittings, eletricallines, switches, sanitary fittings and other appurtenances thereto in good and working condition and in such manner as is necessary to support and protect the other part or parts of the said building.
- The PURCHASER along with other occupies of the said building shall duly observe and perform all the Rules and Regulation to the formed relating to the protection, management and maintenance of the said building and the common areas and facilities thereof.
- 4. It is agreed that the owners and occupiers of the said building shall form an association and frame rules and bye-laws thereof for mainteance and manaement of the said building and until such association is formed, the VENDOR or the PURCAHSER as may be agreed upon shall maintain the same and upon such formation of the association, such association will arrange for maintenance of the said building and the common areas and facilities.

- 5. The PURCHASER shall pay to the VENDOR or the association after its formation, the proportionate costs and expenses for maintenance upon bills being raised by the VENDOR or such association and the PURCHASER shall be responsible for payment of proportionate maintenance charges fully described in the FOURTH SCHEDULE hereunder writetn IN PROPORTION TO THE AREA owned by the purchaser.
- 6. The PURCHASER shall allow the VENDOR or the authorised representative of the association at all reasonable times with prior intimation to enter into the said unit for inspection of the drains, water connection, electric wiring, gas lines, for repairing and maintaining and protection of the said building.
- 7. The PURCHASER shall have no claim or right of any kind whatsoever of exclusive possession of the open space, passage and roofs etc. which shall remain common to all the co-owners save and except in respect of the particular unit hereby transferred and/or conveyed.

8. THE PURCHASER SHALL HAVE:

- (a) The right of protection of the said unit in the ground floor by or from all parts of the said building and premises so far as may be necessary, including right of support both vertical as well as lateral.
- (b) The right of passage in common as aforesaid, of electricity, telephone, water and soil from and to the said unit through pipes, drains, wires and conduits or being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of said unit for all lawful purposes whatsoever.
- (c) The right, with or without workmen and necessary materials to enter from time to time within the common areas of the said building for the purpose of repairing so far as may be necesary, the pipes, drains, wire and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts

of the said unit in so far as such repairing or cleaning cannot be reasonably carried out without such entry and in all such events upon giving a weak's prior notice in writing of his/her/their intention so to enter to the Vendor and/or other persons or persons lawfully entitled to the same.

- (d) The right to apply for and have the said unit separately assessed for the purpose of assessment of Municipal rates and taxes.
- (e) The right to, at his costs, wholly in case it relates to his unit or any part thereof and proportoinately in case it related to all the flats and units in the said building and/or common portions, make all alterations and/or addition as may be required to be made by the permission of The Calcutta Municipal Corporation or other statutory body and similarly pay all betterment fees and other levies and all other fees required to be paid in respect thereof.
- (f) The right to have water supply from KMC.

9. THE PURCHASER SHALL NOT:

- (a) Do or permit the doing anything that may cause or is likely to cause any structural damage to the said unit or any part thereof;
- (b) Cause any obstruction or hindrance or interference in free ingress or exgress in the said building by the VENDOR or any other co-owners and/or occupiers of the said building.
- (c) Use the said unit for any immoral purposes and store any material inflammable or otherwise which may cause damage to the building or injure any portion thereof.
- (d) Throw or accumulate any dirty rubbish, rags or any other refuses or permit the same to be accumulated in or any portion of the common areas of the said building.
- (e) Have any right to demolish or damage the said unit or the said premises or any part thereof or cause the same to be demolished or damaged, which may

cause damage to the building.

- (f) Make any major addition or alteration of the said unit and the building without the required consent of the local competent authority.
- (g) Have supply of water from the residential supply of water by the existing pump already installed at the building.

10. TITLE DEEDS OF THE PREMISES:

The vendor shall keep the title deeds in respect of the land as are now in his possession or in the custody of any person or persons as the Vendor shall remain bound to allow the Purchaser to inspect the same and to take copies thereof and/or extracts therefrom as may be required and to allow the Purchaser to have the original deeds and documents at their costs, produced before such authorities as may be reasonably required.

(SCHEDULE OF THE LAND)

ALL THAT PIECE AND PARCEL of a property measuring more or less 3 Cottahs 6 Chittacks 22 sq. ft. which is lying and situated under Mouza - Gadsa, J. L, No. 17, R.S. Dag No. 1432, Khatian No. 148, being Premises No. 63/B, Swinhoe Lane, P.S.: Kasba, Kolkata - 700 042, and at present Premsies No. 63B/1 P, Swinhoe Lane, P.S.: Kasba within the limits of Calcutta Municipal Corporation, Ward No. 067, Sub-Registered Office Sealdah, District - 24 Parganas (South) butted and bounded as follows:-

:

:

ON THE NORTH

12' ft. wide Common Passage,

ON THE SOUTH

65C, Swinhoe Lane;

ON THE EAST

25 ft. wide Swinhoe Lane;

ON THE WEST

63B/1F, Swinhoe Lane.

SECOND SCHEDULE HEREINABOVE (SCHEDULE OF THE UNIT)

ALL THAT piece and parcel of fully constructed a unit situated in the South-Eastern side of the Ground floor in the building constructed according to the plans & specifications as approved by the Calcutta Municipal Corporation and/or any other authority/s and subsequent additions & alteratinons, 200 sq. ft. built up, a little more or less alongwith proportionate undivied share of land, common areas and facilities mentioned in the Third Schedule below including the, entrace from the road to the unit purchased, required electrical systems etc. situated at Premises 63B/1 P, Swinhoe Lane (Formerly 63B, Swinhoe Lane), P.S. Kasba, Kolkata-700 042.

THIRD SCHEDULE HEREINABOVE (SCHEDULE OF COMMON AREAS AND FACILITIES)

- The boundary wall and the gates for entry into and exist from the rooms / units
 of the purchaser.
- The Sewerage and the drainage system including rainwater down pipes, surface and underground drains required for the units / rooms of the purchaser.
- Supply line to the rooms / units from the CESC Ltd. with all installations, implements, wirings, thereto related save only those which are meant for specific units / rooms.
- All wirings and arrangements and installations for lighting of the passages and the common areas required for the rooms / units of the purchaser.
- The main door for entry into and exit from the rooms / units of the purchaser.
- The common water supply system which are meant for supply of water to the specific rooms / unit from the KMC.
- The meter room meant for the rooms / units of the purchaser.

Open spaces in front of rooms / units not specifically allotted to any individual room / unit owner, all other spaces, areas, installations, fittings and fixtures as may from time to time be installed and arranged for and provided for common services and common benefits to be enjoyed by the purchaser.

FOURTH SCHEDULE HEREINABOVE (COMMON EXPENSES)

- The expenses of maintaining, repairing, redecorating etc. of the said room / unit related structure and in particular electric wires etc. in, under or upon the rooms / units as enjoyed or used by the PURCHASER in common with the other occupiers of the other rooms / units and main entrance, passages as enjoyed by the PURCHASER or used by him in common as aforesaid.
- The costs of working and maintenance of light and service charges for and relating to the common areas and the common utilities to be enjoyed by the purchaser.
- The cost of decorating the exterior of the building.
- The costs of the salaries of clerks, chowkidars, sweepers etc. engaged for the security and other common services of the rooms / units.
- Corporation Taxes, levies etc. if levied on the premises for common services and / or under common heads as to be enjoyed by the Purchaser.
- Insurance of the building, if done.
- Legal expenses for enjoyed common purposes.
- Such other expenses as may from time to time be deemed necessary or incidental for the maintenance and upkeep of the areas enjoyed by the Purchaser.

IN WITNESS WHEREOF the parties hereto subscribe their respective hand and seal this the day, month and year above written

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF FOLLOWING WITNESSES:

1. Salea Khurshid D/O Khurshid Ahmed 3/H/I Raja Denindra St Kol Kata - 9 Rafikul Islam Constituted Attorney of Bishny yadar SIGNATURE OF VENDOR

2. Md Anarul Islam. 63BJ1P, Swinhoe Lane Kolkata - 42.

SK Abu Nasar SIGNATURE OF PURCHASER

Drafter by me
Pranati Bhallacharya

(PRANATI BHATTACHARYA)

Enrolment No. WB/284/1981

High Court, Calcutta.

Quent fin

Rajib Ray

LB Computer

32, Surya Sen Street, Kolkata - 700 009.

Contd.....P/13

MEMO OF CONSIDERATION

RECEIVED from the within-named purchaser the within-mentioned sum of Rs.3,60,000/- (Rupees three lakhs sixty thousand only) being the full consideration money as per Memo below:-

		- nah		Amount (in Rs.)	
SI. No.	Cheque No. 380596	Bank & Branch	Bank & Branch 2,00,000.00 UCO Bank,		
1)		UCO Bank,			
		Rajabazar,			
		Kolkata – 700 009			
•	380597	- Do -	1,60,000.00		
2)					
		TOTAL	Rs.	3,60,000.00	
		40			

(Rupees Three lakhs Sixty thousand only)

Witnesses:-

Rafik ul Istam Contituted Uttorney of BISANU y adav. (SIGNATURE OF THE VENDOR)

2. Md Anarul Islam.

