

# DEED OF CONVEYANCE

OF

Undivided 10 (ten) Decimals
i.e.
undivided 6.06 (six point zero six) Cuttahs of Land

OF

Mouza - Kutulsahi, J.L. No. 42 under L.R. Khatian No. 739, under Ward No. 19 of Barasat Municipality, Police Station - Barasat, District - North 24 Parganas.

#### Drafted By :

#### SUBIR KUMAR SEAL & ASSOCIATES

Advocates.

High Court Calcutta.

P-106, Bangur Avenue, Block-C,

Ground Floor, Police Station - Lake Town,

Kolkata - 700 055.

Phone No.: 033-2574-1768.

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Mobile: 91-98312-76735.

91-98304-76735.

Email - seal\_associates@yahoo.co.in

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> Registrar U/S 7(2) District Sub. Registrar II 24 Pgs (N) Barasat

> > 27 APH 2012

## Deed of Conveyance

This Deed of Conveyance of absolute sale made on this the 274 day of Two Thousand and Twelve.

#### Between

M/s. Swadha Nirman Pvt. Ltd. (PAN - AAJCS6291H), a private limited company incorporated in accordance with the provisions of the Companies Act. 1956, having its registered office at 4, Clive Row, Room No. 405, Fourth Floor, Police Station - Hare Street, Kolkata -700 001.

.....represented

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Registrar U/S 7(2)
District Sub. Registrar IL
24 Pgs (N) Barasat

פוחב חמו דק



represented by one of its Director, Mr. Binod Kumar Drolia (PAN - ACSPD8375K), son of Sri Govind Ram Drolia, by nationality Indian, by faith Hindu, by occupation Business,

presently residing at Satya Niket, BC-260, Sector I, Salt Lake City, Kolkata - 700 064,

hereinafter called and referred to as the **Vendor** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, successor-in-interest, legal representatives and assigns) of the **One Part**.

#### And

M/s. Naina Distributors Pvt. Ltd. (PAN-AABCN0414D), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956 having its registered office at 63, Radha Bazar Street, 3rd Floor Room No. 5, Kolkata - 700 001, represented by one of its Director Mr. Parmanand Drolia (PAN-ADSPD5139Q), son of Puranmal Drolia, by nationality Indian, by faith Hindu, by occupation Business,

presently residing at 183, Bangur Avenue, Block - B, Police Station - Lake Town, Kolkata - 700 055,

hereinafter called and referred to as the Purchaser/s (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director and/or Directors, Successor-in-interest, Successor-in-office, Legal representatives and/or Assigns) of the Other Part.

## Background/Title of the Property hereby sold by these presents : -

#### Whereas:

That M/s. Swadha Nirman Pvt. Ltd., the Vendor herein by virtue of different Deeds have purchased all that pieces and parcels of land (sali and danga in nature) admeasuring an area of 549 (five hundred and forty nine) Decimals be the same a little more or less along with a number of Kutcha (RTS) Structure standing thereon of different size and shape comprised in Mouza Village Kutulsahi, J.L. No. 42, Re. Su. No. 10, Touzi No. 146, Police Station - Barasat, under Barasat Municipality, Ward No. - 19 and within the jurisdiction of Additional District Sub Registrar, Barasat, District North 24 Parganas under the following R.S. & L.R. Dag Nos.:-



Registrar U/S 7(2)
District Sub, Registrar III
24 Pgs (N) Eurasat

27 APR 2012

27 APR 2012



SI.	R.S. & L.R.	Total Area			Area of land
No.	Dag No.	Classification	in Dag	Share	under ownership
1.	541	Sali	14 Decimals	10,000	14 Decimals
2.	542	Sali	74 Decimals	10,000	74 Decimals
3.	543	Sali	19 Decimals	10,000	19 Decimals
4.	544	Sali	88 Decimals	10,000	88 Decimals
5.	546	Sali	149 Decimals	2,500	37 Decimals
6.	565	Danga	84 Decimals	10,000	84 Decimals
7.	571	Sali	35 Decimals	10,000	35 Decimals
8.	572	Danga	30 Decimals	10,000	30 Decimlas
9.	573	Danga	44 Decimals	10,000	44 Decimals
10.	574	Danga	48 Decimals	10,000	48 Decimals
11.	575	Sali	28 Decimals	10,000	28 Decimals
12.	570/595	Danga	17 Decimals	5,888	10 Decimals
13.	544/596	Sali	38 Decimals	10,000	38 Decimals
				Total -	549 Decimals

That the said M/s. Swadha Nirman Pvt. Ltd., duly mutated its name in the records of B.L. & L.R.O. Barasat-I, under L.R. Khatian No. 739 as above and since then is paying Khajna thereof regularly to the competent authority of Govt. of West Bengal as the sole and absolute owner of the aforesaid land in question and thus is seized and possessed of the same and started enjoying the same peacebly without any interference from any corner whatsoever (hereinafter for the sake of brevity called and referred to as the "Larger Property" as dealt in under First Schedule hereinunder appearing).

That the Vendor herein is desirous to sell and the Purchaser herein is desirous to purchase all that danga land hereditaments admeasuring an area of undivided 10 (ten) Decimals i.e. undivided 6.06 (six point zero six) Cuttahs be the same a little more or less out of the total land of 84 (eighty four) Decimals (being 1190 share) in R.S. & L.R. Dag No. 565 under L.R. Khatian No. 739 in Mouza Village Kutulsahi, J.L. No. 42, Re. Su. No. 10, Touzi No. 146, Police Station - Barasat, under Ward No. 19 of Barasat Municipality and within the jurisdiction of Additional District Sub Registrar, Barasat, District North 24 Parganas along with one Kutcha Structure of 100 (one hundred) Sq.ft. (hereinafter for the sake of brevity called and referred to as the "said property") at and for a total price of Rs. 3,93,900/- (Rupees three lac ninety three thousand and nine hundred) only morefully and particularly dealt in under Second Schedule hereinunder appearing under the following terms and conditions:-



That the Vendor herein has contracted with the purchaser herein for absolute sale and transfer of all that said property and the mentioned share, right, title and interest of the Vendor herein in the same free from all encumbrances, mortgages, charges, liens, leases, tenancies, occupancies, rights, lispendences, attachments, uses, debottors, trusts, acquisitions, requisitions, alignments, claims, demands and liabilities whatsoever or howsoever and handover complete vacant, peaceful possession thereof and the purchaser has agreed to purchase the same at or for the total consideration of Rs. 3,93,900/- (Rupees three lac ninety three thousand and nine hundred) only under the following terms and conditions:-

On or before the execution of these presents the Vendor herein has assured, declared and represented to the purchaser herein as follows (hereinafter referred to as "The Representation").

- a) That the said land is free from all encumbrances, liens, lispendences, charges, attachments, trusts, mortgages, acquisitions and requisitions, debottor whatsoever or howsoever.
- b) That all rates, charges, taxes, cesses and all other outgoings levied, charged or imposed by any public body or authority including Barasat Municipality in respect of the said land has been duly paid till date and no amount thereof remaining outstanding and in case it is outstanding, the same shall be paid by the Vendors forthwith on demand without any demur.
- c) That the Vendor has not entered into any Agreement for Sale or transfer in respect of the said land with any other person/party save and except the said purchaser herein.
- d) That the said land or any part or portion thereof is not subject to any notice of acquisition or requisition neither the Vendor has been served with any notice of acquisition or requisition under the Land Acquisition Act or under any notification, rules, and regulation whatsoever nor the same is subject to any attachment under the Public Demand Recovery Act, Income Tax Act, or any other law, for the time being, in force.
- e) That in respect of the land being the part or portion of the Dag Nos owned by the Vendor out of the said land, the said part or portion

..... of the land



of the land under the said Dag No. would be demarcated thereof nor such right has become effective by prescription or otherwise, however and that the owners or occupiers of the adjoining lands or the public do not use or have any lawful access to delineated with the consent of the part owner of the land under the respective Dag Nos and authenticated by joint signature of the Vendor and such part owner on the map and filed with the office of the Block Land and Land Revenue Office/ R. I.

- f) The Vendor is legally competent to sell and transfer the said Danga land intended herein to be sold.
- g) That the Vendor has full right and absolute authority to deal with and/or sell and transfer and/or dispose of the said land or any part or portion thereof in any manner as they may deem fit and proper. The Vendor has agreed to sale of the said land, morefully and particularly described in the Second Schedule hereinunder written, to the Purchaser herein.
- h) That the Vendor does not hold and/or possess the land as being beyond the ceiling limit in terms of the provisions as laid down in the West Bengal Land Reforms Act, 1956 as amended up to date.
- That the Vendor is and their predecessors-in-title were in uninterruped and/or undisputed possession of the said land without any right or any claim whatsoever of any third party.
- That there is no bargadar and/or bhagchasi into or upon the said land or any part or portion thereof.
- k) That the Vendor nor any of its predecessors-in-title nor any body claiming from or under them nor any of them have or has granted any right of way or easements or licence or created any other rights to or in favour of any person or persons, company or corporation or in respect of the said Sali land or any part or portion thereof nor such right has become effective by prescription or otherwise, howsoever and that the owners or occupiers of the adjoining lands or the public

..... do not



do not use or have any lawful access to any part of the said land for passing and re-passing between any points within the land or for water line, drainage line, or for any other purpose whatsoever.

- 1) That the Vendor has indisputably purchased/inherited the said land from their predecessors-in-title of the said land by paying them their due consideration and duly registered the several aforesaid Deed of Conveyances and/or other documents by paying the appropriate stamp duty and shall keep the Purchaser indemnified against all actions, acts, proceedings, costs, charges and expenses.
- m) That no person, male or female, being member of the families of the original owners or the predecessors-in-title has any right to receive maintenance or provision for advancement or marriage from the profit of the said land and no charge as defined in the Hindu Adoption and Maintenance Act, 1956 has been created whether by a Deed of Court of law or by Agreement or otherwise.
- n) That the Vendor has agreed generally to indemnify and keep indemnified the said Purchaser against any loss, damage (immediate, remote or consequential) action, claim, suit, proceedings, cost charges and expenses in respect of anything and everything stated herein and as regards any hidden defect in title of the Vendor of any nature whatsoever and properties of the Vendor shall be liable and responsible for discharge of the indemnity.
- o) That the said land nor any part thereof is subject to any litigation or any other proceedings in any Court under any law for the time being in force. There is no decree, attachment or any other order of any Court or authority operating against the Vendor of the land or part thereof, which has the effect of prevailing or restraining the Vendor in dealing with and/or disposing of the said Sali land which can prejudicially affect the title to the same.
- p) That the Vendor is in possession, power or control of the documents of title setforth in the First Schedule hereinunder written and further confirm that no document of title has been delivered, deposited or handed over by the Vendor or any predecessors-in-title to any person whomsoever with a view to creating security thereon.



#### Now this indenture witnesseth:

That in pursuance to the aforesaid negotiation and in consideration of the said sum of Rs. 3,93,900/- (Rupees three lac ninety three thousand and nine hundred) only paid to the Vendor by the Purchaser herein on or before the execution of these presents (the receipt of which the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit release forever discharge the Purchaser/s as well as the interest of the Vendor in the said land premises) morefully and particularly mentioned under memorandum of consideration hereinunder appearing and the Vendor doth hereby grant, transfer and convey unto and to the use of the said Purchaser All That Danga land hereditaments admeasuring an area of undivided 10 (ten) Decimals which is equivalent to undivided 6.06 (six point zero six) Cuttahs be the same a little more or less, comprised in R.S. & L.R. Dag No. 565 under L.R. Khatian No. 739 in Mouza Village Kutulsahi, in J. L. No. 42, Re. Su. No. 10, Touzi No. 146, within the jurisdiction of Additional District Sub Registrar, Barasat, and within the Municipal limits of Barasat Municipality, District 24 Parganas North, morefully and particularly described in the Second Schedule hereinunder appearing and delineated in the map or plan annexed hereto and thereon verged in RED lines OR HOWSOEVER OTHERWISE the said land hereditaments and premises is/are or was/were situate butted bounded called known numbered described or distinguished TOGETHER WITH all court courtyards areas swears ways drains paths passages common fences walls trees, shrubs, water, water courses, lights, rights, liberties privileges easements and appurtenances whatsoever to the said land hereditaments and premises belonging or in any way appurtenant or thereto and all easements thereon and the reversion remainder and remainders and yearly monthly other rents issues and profits thereof and together with the documents of title exclusively relating to the said land hereditaments under Municipal limit of Barasat Municipality, and all the estates rights, title and interest claims and demands whatsoever of the Vendor into and upon the said land hereditaments and premises or any part thereof TO HAVE AND TO HOLD the said lands hereditaments and premises hereby granted transferred and conveyed assigned and assured or intended to be unto and to the



use of the said Purchaser that notwithstanding any act deed matter or thing by the said Vendor or their predecessors in title done and executed or knowingly suffered to the contrary the said Vendor now hath indefeasible and absolute title as and for an estate equivalent thereto in the said land hereditaments and premises hereby granted, conveyed, transferred assigned and assured or expressed or intended so to be and that the said Vendor hath good right full power and absolute authority to grant, transfer, assign and assure the same in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter upon and enjoy and possess the said land hereditaments and premises and receive the proportionate rent issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by any of the Vendor and their assigns or by any person or persons lawfully or equitably claiming from under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted and exonerated and forever discharges or otherwise by and at the costs and expenses of the Vendor well and sufficiently save defenced kept harmless and of and from and against all and manner of claims charges liens debts attachments and encumbrances suffered by the Vendor and all person or persons lawfully or equitably claiming from under or in trust for the Vendor AND FURTHER that the said Vendor and all persons having lawfully or equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute all such acts deeds matters and things whatsoever for further and more perfectly assuring the said plot of lands hereditaments and premises unto and to the use of the said Purchaser as shall or may be reasonably required AND the said Vendor doth hereby covenant with the said Purchaser its heirs and assigns that the said Vendor will unless prevented by fire or any other inevitable accidents from time to time and at all times hereafter upon and every reasonable request and costs of the Purchaser its heirs and assigns produce/or cause to be produced to them and its agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings relating to the said land hereditaments and premises mentioned in the Second Schedule hereinunder written for the purpose of showing their



title to the same or any part thereof AND also at the like request and costs deliver or cause to be delivered unto the said Purchaser their heirs and assigns such attested or other copies or extracts from the said deeds and writings or any of them as it may require and will in the meantime unless prevented as aforesaid kept the said deeds and writings or any of them unobliterated and uncancelled.

## The First Schedule above referred to:

(Description of the Larger Property of which the sold property is a part or portion)

All that pieces and parcels of land (sali and danga in nature) admeasuring an area of 549 (five hundred and forty nine) Decimals be the same a little more or less comprised in Mouza Village Kutulsahi, J.L. No. 42, Re. Su. No. 10, Touzi No. 146 under L.R. Khatian No. 739, Police Station - Barasat, under Ward No. 19 of Barasat Municipality and within the jurisdiction of Additional District Sub Registrar, Barasat, District North 24 Parganas under the following R.S. & L.R. Dag Nos. :-

<u>Sl.</u>	R.S. & L.R.		Total Area		Area of land
No.	Dag No.	Classification	in Dag	Share	under ownership
1.	541	Sali	14 Decimals	10,000	14 Decimals
2.	542	Sali	74 Decimals	10,000	74 Decimals
3.	543	Sali	19 Decimals	10,000	19 Decimals
4.	544	Sali	88 Decimals	10,000	88 Decimals
5.	546	Sali	149 Decimals	2,500	37 Decimals
6.	565	Danga	84 Decimals	10,000	84 Decimals
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8.	572	Danga	30 Decimals	10,000	30 Decimlas
9.	573	Danga	44 Decimals	10,000	44 Decimals
10.	574	Danga	48 Decimals	10,000	48 Decimals
11.	575	Sali	28 Decimals	10,008	28 Decimals
12.	570/595	Danga	17 Decimals	5,888	10 Decimals
13.	544/596	Sali	38 Decimals	10,000	38 Decimals
-500	1 m 1 m m m m m m	3.50		Total -	549 Decimals

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#### The Second Schedule above referred to:

(Description of the Sold Property which is a portion of "Larger Property")

All that piece and parcel of Danga land hereditaments admeasuring an area of undivided 10 (ten) Decimals which is equivalent to undivided 6.06 (six point zero six) Cuttahs be the same a little more or less out of the total land of 84 (eighty four) Decimals (being 1190 share) along with a Kutcha Structure standing thereon measuring 100 (one hundred) Sq.ft. more or less in R.S. and L.R. Dag No. 565 under L.R. Khatian No. 739 in Mouza Village Kutulsahi, J.L. No. 42, Re.Su. No. 10, Touzi No. 146, Police Station - Barasat under Ward No. 19 of Barasat Municipality and within the jurisdiction of Additional District Sub Registrar, Barasat, District North 24 Parganas.

..... In witness



In witness whereof the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered by the above named **Vendor** at Kolkata in the presence of :

1. Seccionaman estru
Adverage.
Adverage.
Adverage.
Adverage.
2. Proseriet Round.
P-100 Bargal Avenue,
BI-C. P.S. CLAKE TONN,
KOI-S.

Broof Herrar 5002

Signature of the Vendor

Signed Sealed and Delivered by the above named **Purchaser** at Kolkata in the presence of :

1.

2.

×

Signature of the Purchaser

This Deed of Conveyance is drafted and prepared at our office:

For Subir Kumar Seal & Associates

Successionally at

Advocates.

High Court Calcutta.

P - 106. Bangur Avenue, Block - C,

Ground Floor, Police Station - Lake Town,

Kolkata - 700 055.

Phone: 033-2574 1768.

033-2574 3790.

Mobile: 91-98312 76735.

91-98304-76735.

E-mail : seal associates@yahoo.co.in



Received on and from the withinnamed Purchaser by the withinnamed Vendor the withinmentioned sum of Rs. 3,93,900/- (Rupees three lac ninety three thousand and nine hundred) only as and by way of consideration money in full and final for sale, as per Memorandum of Consideration below:-

#### Memo of Consideration

Sl. No.	Date	Cheque No.	Bank	Branch	Amount (Rs.)
1.	12.04.12	489972	U.B.I.	N.S. Road	3,93,900.00
				Total :	3,93,900.00

(Rupees three lac ninety three thousand and nine hundred) only

#### Witnessess:

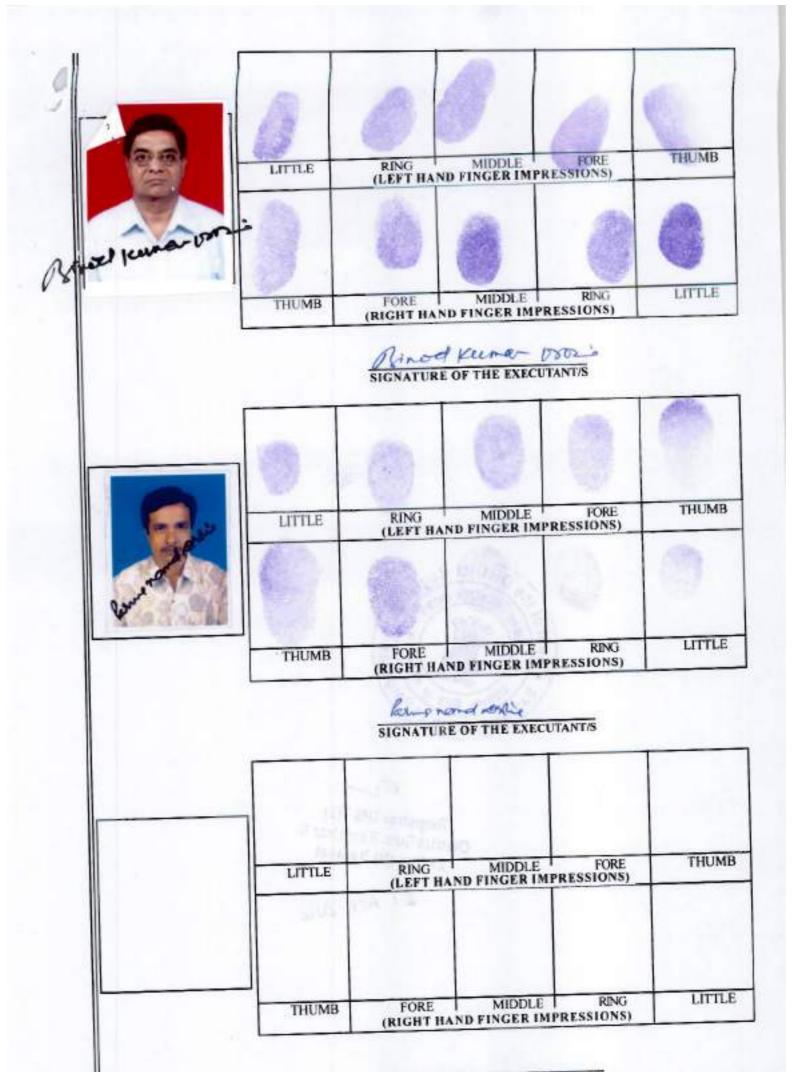
1. Gerespanned aling Advocate. "
High Rowd Roleuter.

2. Proserijet Bhaunik

swadha Nirman Pvt. Ltd.

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Signature of the Vendor



#### Government of West Bengal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R.-II NORTH 24-PARGANAS, District- North 24-Parganas Signature / LTI Sheet of Serial No. 05462 / 2012, Deed No. (Book - I , 06018/2012)

#### . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Binod Kumar Drolla Satya Niket, Bc-260, Sector-i, Salt Lake City,, Thana:-Saltlake, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin:-700064	27/04/2012	LTI 27/04/2012	18mmer Kurar 5002 às 27/4/12

. Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Binod Kumar Drolia Address -Satya Niket, Bc-260, Sector-I, Salt Lake City,, Thana:-Saltlake, District:-North 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700064	Self	27/04/2012	27/04/2012	Brod Cura

lame of Identifier of above Person(s)

rasenjit Bhowmick

106, Bangur Avenue, Thana:-Lake Town,

District:-North 24-Parganas, WEST BENGAL, India,

.O. :- Pin :-700055

Signature of Identifier with Date

Porseriet Petracunix

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y and

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R.-II NORTH 24-PARGANAS



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

Endorsement For Deed Number : I - 06018 of 2012

(Serial No. 05462 of 2012)

On.

#### Payment of Fees:

On 27/04/2012

# 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, 4 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. 6529.00/-, on 27/04/2012

( Under Article : A(1) = 6490/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 27/04/2012 )

# 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.-5,91,000/-

Certified that the required stamp duty of this document is Rs.- 35470 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

# Deficit stamp duty

Deficit stamp duty Rs. 34470/- is paid, by the draft number 506488, Draft Date 26/04/2012, Bank Name State Bank of India, BANGUR AVENUE BRANCH, received on 27/04/2012

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

Presented for registration at 13.56 hrs on :27/04/2012, at the Office of the D.S.R.-II NORTH 24-PARGANAS by Binod Kumar Drolia , Executant.

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

Execution is admitted on 27/04/2012 by

 Binod Kumar Drolia Director, Swadha Nirman Pvt Ltd. 4, Clive Row, 4th Floor,, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700001.

. By Profession : Business

Identified By Prasenjit Bhowmick, Borgus Li Ranajit Bhowmick, P-106, Bangur Avenue, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700055 , By Caste: Hindu, By

Profession: Business.

( Sushil Kumar Roy ) DISTRICT SUB-REGISTRAR-II

EndorsementPage 1 of 2

27/04/2012 04:30:00 P



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

Endorsement For Deed Number : I - 06018 of 2012 (Serial No. 05462 of 2012)

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II



( Sushil Kumar Roy ) DISTRICT SUB-REGISTRAR-II

EndorsementPage 2 of 2

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

Registered in Book - I CD Volume number 19 Page from 584 to 601 being No 06018 for the year 2012.



Josep

(Sushil Kumar Roy) 02-May-2012 DISTRICT SUB-REGISTRAR-II Office of the D.S.R.-II NORTH 24-PARGANAS West Bengal

# Dated the 27th day of April, 2012

#### Between

Name of the Vendors: ...M/S. SWADHA NIRMAN PVT. LTD.

# And

Name of the Purchaser : M/S. NAINA DISTRIBUTORS PVT. LTD.

## Drafted By :

#### **SUBIR KUMAR SEAL & ASSOCIATES**

Advocates.

High Court Calcutta.

P-106, Bangur Avenue, Block-C,

Ground Floor, Police Station - Lake Town,

Kolkata - 700 055.

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