7822/10 D-9750110 अरतार जो VA-JI एक सौ रुपये Rs. 100No. ONE HUNDRED RUPEES सत्यमंब जयते AIDNDSTRATIONDIA 00100 ISS INDIASNON SUDICIALS 8 P.S 0 পশ্চিমবুজ্গ पश्चिम बंगाल WEST BENGAL H 802922 NO. 01681# 2010 V. Ro. 26,83,260/= Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheats attached to this document are the part of this Document. Additional Registran of Assurances-I, Kolkataa 8-10-10 THIS INDENTURE made this 8 day of October, in the as. year Two thousand and Ten BETWEEN SHYAMDAS alias SHYAMDAS LALWANI, alias SHYAMDAS THAROOMAL having 5.50

PAN ABUPL5752H son of late Tharoomal Lalwani, residing at Premises No. 32, Mahamayatala Main Road, Sindhibari, P.O. Garia, P.S. Sonarpur, Kolkata - 700084, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators and agents) of the FIRST PART and (1) SUGAM GRIHA NIRMAAN PVT. LTD. having PAN AAECS 7354N, a Company governed by the Companies Act 1956 and having its registered office at 2/5, Sarat Bose Road, P.S.Bhowanipore Kolkata - 700020 and (2) ERODE MERCHANTS PVT.LTD. having PAN AAACE 5513F a Company governed by the Companies Act 1956 and having its registered office at 2/5, Sarat Bose Road, P.S. Bhowanipore, Kolkata - 700020, and ALEXIA DEALERS PVT. LTD. having PAN AAHCA 0632L a Company governed by the Companies Act, 1956 and having its Registered Office at 2/5, Sarat Bose Road, P.S. Bhowanipore, Kolkata - 700020 all the three above mentioned companies are represented by their Director Mr. Ashok Saraf, son of Sri Santosh Kumar Saraf and (4) ARYA PROJECTS LTD. having PAN AACCA 1732C a Company governed by the Companies Act, 1956 and having its Registered Office at Commerce House, Second Bowbazar Floor, 2 Ganesh Chandra Avenue, P.S. Hare-Street, Kolkata - 700 013 represented by its Director, Mr. Ramesh Kumar Arya, son of Late Murarilal Arya and all hereinafter referred to as the 'PURCHASERS' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include the said companies and their respective Successors-in-interest, agents and

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assigns) of the <u>SECOND PART</u> and <u>RAJESH LALWANI</u>, having PAN AGHPL2749L son of late Gurmukhdas alias Gurmukhdas Lalwani, a Hindu, residing at Premises No. 32, Mahamayatala Main Road, Sindhibari, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 being the Executor of the last Will and Testament dated 10<sup>th</sup> October, 2007 of late Gurmukhdas (also known as Gurmukhdas Lalwani) appointed under the Probate dated 19<sup>th</sup> May, 2010 granted in P.L.A. No. 108 of 2010 by the Hon'ble High Court at Kolkata in its testamentary and intestate jurisdiction, hereinafter referred to as the <u>'EXECUTOR'</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his Successors-in-office and agents) of the <u>THIRD PART</u>.

WHEREAS by and in pursuance of a Bengali Saff Kobala dated 11th February, 1957 made between (1) Chamed Ali Sardar and (2) Safi Ali Sardar and (3) Kamejan Bibi and (4) Raitan Bibi all therein jointly called the Kobala Data and Gurmukhdas, (since deceased) therein called the Kobala Grahita and duly registered in Book No. I, Volume No. 07, Pages 258-261, Being No. 764 for the year 1957 at the office of the D.S.R. Baruipur, presently District South 24 Parganas (South), the said Gurmukhdas for the consideration therein mentioned purchased a total of 53.0 decimal of danga land comprised in Dag No. 1562, Khatian No. 710 and Dag No. 1561, Khatian No.721 and Hal. Khatian No. 1193, Touzi No. 259, R.S. No. 138, J.L. No. 50, Mouza and Gram Kusumba, A.D.S.R. Baruipur.

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AND WHEREAS after purchasing the said land the said Gurmukhdas also known as Gurmukhdas Lalwani with four brick built hutments containing altogether 300 sq.ft. had been exercising all rights of absolute occupation thereof and had been paying annual rent in respect of the said lands and had been possessing and enjoying the same without any restriction, dispute and denial.

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AND WHEREAS on or about 29th October, 2007 the said Gurmukhdas Lalwani died testate after having made and published his last Will and Testament dated 10th October, 2007 whereof he appointed his elder son Rajesh Lalwani as the sole Executor of the said Will and whereby he also bequeathed his rights in a portion of the said purchased Lands covered by and/or contained in R.S. Dag No. 1561, L.R. Dag No. 1634 containing a land area of 26 Decimals unto and in favour of his younger brother the said Shyamdas also known as Shyamdas Lalwani and Shyamdas Tharoomal.

AND WHEREAS in P.L.A. No. 108 of 2010 filed in the High Court at Calcutta in its Testamentary and Intestate Jurisdiction, the Hon'ble High Court at Calcutta was pleased to grant a probate of the said Will in favour of and unto the said Rajesh Lalwani with effect and within the State of West Bengal and the said Rajesh Lalwani had undertaken to administer the said properties and credits according to the said Will and to make a full and true inventory thereof and exhibit the same before the Hon'ble court within the time stated in the order/probate dated 19<sup>th</sup> May, 2010 and he acted as 5.50

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executor and took possession of the assets and properties bequeathed under the said Will as executor.

AND WHEREAS accordingly the said Executor assented to the vesting of the said lands containing an area of 26 Decimals comprised in R.S. Dag No. 1561, L.R. Dag No. 1634 being danga Land (described in the said Will) unto and in favour of the said legatee namely Shyamdas being the Vendor abovenamed as per the direction and wishes of the Testator namely the said Gurmukhdas. AND the said vendor accepted the said bequest of the said lands.

AND WHEREAS in the premises aforesaid the said Vendor has become absolutely entitled to the said lands and is entitled to deal with the same absolutely in his discretion without any objection, claim, restriction or resistance by any other person.

<u>AND WHEREAS</u> the Vendor has agreed to sell and the Purchasers have agreed to purchase the said lands more fully described in the Schedule hereunder written at the price and in the manner hereinafter stated.

AND WHEREAS for the purpose of perfecting the sale and transfer of the said lands by the said Vendor in favour of the said Purchasers the said Executor has agreed to join in these presents and confirm having assented to the vesting of the said lands in favour of the said Vendor and confirming and accepting the rights of the Vendor hereby exercised to sell and transfer the said lands hereby intended to be sold and transferred in favour of the Purchasers.

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AND WHEREAS upon finalization of the negotiation it has been agreed that the said Vendor will sell and the said Purchasers will purchase the said land at a price of Rs. 1,62,000/- per Cottah amounting to a total sum of Rs. 25,48,260/- for 26 Decimals equivalent to 15 Cottahs 13 Chittacks 30.6 Sq.ft. of land area free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions and requisitions whatsoever.

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NOW THIS INDENTURE WITNESSETH in the premises aforesaid and in consideration of the sum of Rs. 25,48,260/-(Rupees Twenty Five Lacs Forty Eight Thousand Two Hundred and Sixty) only well and truly paid by the Purchasers to the said Vendor at or before the execution of these presents (the receipt whereof the said Vendor doth hereby as also by the receipt hereunder written, admit and acknowledge and of and from the same and every part thereof doth hereby acquit, discharge and release the said Purchasers and also the said land hereby transferred) HE the said Vendor doth hereby grant convey transfer assign and assure unto and in favour of the said Purchasers All That piece and parcel of land ( Together with four brick built hutments containing all together 300 sq. feet.) recorded in R.S. Dag No. 1561 and L.R. Dag No. 1634 containing an area of 26.0 decimals ( and danga in nature as stated in the said deed) lying situate at Mouza and Gram Kusumba, J.L. No. 50, Pargana Medanmolla within P.S. Sonarpur, A.D.S.R. Baruipur presently Sonarpur, within the District of 24 Parganas (South) in Ward No. 7 of the Rajpur - Sonarpur Municipality and being part of Municipal Holding No. 709, Kusumba, P.O.

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Narendrapur and morefully described in the Schedule hereunder written and shown within Red borders on the plan thereof hereto annexed and hereinafter called the 'said lands' absolutely forever free from all encumbrances, liens, charges, disputes, mortgages, lispendences. attachmens, acquisitions and/or requisitions TOGETHER WITH all easements, quasi easements and other similar rights for the beneficial use and enjoyment of the said land TOGETHER WITH all the legal incidents thereof AND TOGETHER WITH All rights title and interest of the vendor therein AND TOGETHER WITH all the muniments and title deeds exclusively relating thereto AND ALSO TOGETHER WITH all privileges and advantages thereunto belonging TO HAVE AND TO HOLD the same unto the said Purchasers to the extent of an undivided 1/4th share in the said land by the said Sugam Griha Nirmaan Pvt. Ltd. and to the extent of an undivided 1/4<sup>th</sup> share in the said land by the said Erode Merchants Pvt. Ltd. and to the extent of undivided 1/4th share in the said land by the said Alexia Dealers Pvt. Ltd. and to the extent of an undivided 1/4<sup>th</sup> share in the said land by the said Arya Projects Ltd. particulars of which lands are fully described in the Schedule hereunder written, absolutely for ever as a heritable and transferable estate free from all encumbrances, liens, charges, disputes, mortgages, lispendences, attachments, whatsoever and absolutely and forever without any hindrance, interruption, obstruction whatsoever from the Vendor or any person or persons lawfully or equitably claiming any estate right title and interest whatsoever from under or in trust for the said Vendor or his

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predecessor-in-title but subject to payment of annual land revenue in respect thereof to the Government of West Bengal as from the date hereof.

- The said Vendor doth hereby covenant with the said Purchasers as follows: -
- (1) That the right title and interest which the Vendor doth hereby professes to transfer does subsist and that the Vendor has good right full power and absolute authority to grant convey transfer assign and assure the said lands unto the Purchasers in the manner aforesaid.
- (2) That the said land hereby transferred are free from all encumbrances, liens, charges, disputes, mortgages, lispendences, attachments whatsoever or howsoever made or suffered by the said Vendor or his predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid.
- (3) The said lands hereby sold and transferred are free from all acquisitions and requisitions.
- (4) That the Vendor doth hereby indemnify and agree to indemnify the Purchasers and the said lands from or against all right title interest, charges and encumbrances whatsoever if found to have been made done executed and occasioned by the said Vendor or his predecessor-in-title

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- (5) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and hold and enjoy the said land and every part thereof and to receive the rents, issues and profits thereof without any interruption hindrance disturbance claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for the Vendor.
- (6) The said Vendor and all other persons claiming any estate, right, title and interest whatsoever in the said land from the said Vendor or his predecessors-in-title shall and will at all times hereafter at the requests and costs of the Purchasers make do acknowledge and execute and cause to be made done acknowledged and executed all such further acts deeds and things as shall be required reasonably for more perfectly assuring the said lands and perfecting the right and title of the said Purchasers.
- (7) All annual land rents and municipal rates and taxes and other outgoings of the said lands as upto the date hereof have been paid by the Vendor and if any amount shall be found to be payable towards the said municipal rates and taxes, annual land revenue upto the date hereof, the same shall be paid by the said Vendor without denial and objection.
- (8) That the said Vendor at or before the execution hereof have put the Purchasers in khas and vacant possession of the said land.

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(9) The said confirming party doth hereby confirm that in his capacity as Executor as aforesaid to the last Will and Testament of late Gurmukhdas Lalwani and in course of administration of the properties under the said Will of late Gurmukhdas the said confirming party has assented to the vesting of the said lands in favour of the said Vendor and doth hereby confirm the absolute rights of the said Vendor to sell and transfer of the said land in favour of the Purchasers in the manner and on the terms herein contained.

## THE SCHEDULE ABOVE REFERRED TO:

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ALL THAT piece and parcel of Danga Land TOGETHER WITH three very old tin shed residential units of 100 sq.ft. each and aggregating to 300 sq.ft. containing as per Deeds an area of 26 Decimals equivalent to 15 Kattahs 13 Chittacks 30.6 Sq.ft. (more or less)TOGETHER WITH 4 brick built hutments containing altogether 300 square feet area and lying situate and being Municipal Holding No. 709 Kusumba, under Ward No. 7 of the Rajpur – Sonarpur on 19 feet road Municipality, and comprised in R.S. Dag No. 1561, R.S. Khatian No. 721 and Hal Khatian No. 1193, L.R. Dag No. 1634, L.R. Khatian No.593, Mouza Kusumba, P.S. Sonarpur, Sub-Registration Office Sonarpur, J.L. No. 50, Pargana Madenmolla, P.O. Narendrapur, District 24-Parganas (South) and butted and bounded as follows :-

8	ON THE NORTH BY		Dag No.	1556;
	ON THE SOUTH BY	1	Dag No.	1579;
	ON THE EAST BY	:	Dag No.	1560;
	ON THE WEST BY	:	Dag No.	1562;

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and delineated within red border lines on the map/plan thereof hereto to annexed.

IN WITNESS WHEREOF the parties hereto have signed and executed these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED by the <u>VENDOR</u> at Kolkata in the presence of :

Kosalame, Solicitui,

Sheerey Lolcoa (557) BI-D. NewPlyon Kol-53) SIGNED SEALED AND DELIVERED by the <u>PURCHASERS</u> at Kolkata in the

presence of :

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Kasalani, Solicitar

Sheerej Lalwer

SIGNED SEALED AND DELIVERED by the <u>EXECUTOR</u> at Kolkata in the presence of :

Resapour,

lolicitor.

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For SUGAM GRIHA NIRMAAN PVT. LTD.

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Director

ERODE MERCHANTS PVT. LTD. A Section asholisara

ALEXIA DEALERS PYT. LTD.

Atholisang Director

AN AAYA PROJECTS LINGTON

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Rajesh Lalwani (SEAL

**RECEIVED** of and from the within named Purchaser the within mentioned sum of Rs.25,48,260/- (Rupees Twenty Five Lacs Forty Eight Thousand Two Hundred and Sixty) only in full payment of the agreed consideration money as per memo below :

Sl. No.	Drawer	Drawee	Banker's Cheque No.	Drawn on (Bank)	Amount (RS.)
			Date	Branch	0.
1.	ERODE MERCHANTS PVT. LTD.	Shyamdas	906351 21/09/10	HDFC Bank, Royd Street, Branch	6,37,065/-
2.	ALEXIA DEALERS PVT. LTD.	Shyamdas	906363 21/09/10	HDFC Bank, Royd Street, Branch	6,37,065/-
3.	SUGAM GRIHA NIRMAAN PVT. LTD.	Shyamdas	906375 21/09/10	HDFC Bank, Royd Street, Branch	6,37,065/-
4.	ARYA PROJECT LTD.	Shyamdas	<b>330105</b> 21/09/10	HSBC Bank BBD Bagh	6,37,065/-
		1		Grand Total	25,48,260/

#### MEMO OF CONSIDERATION

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#### Witness :

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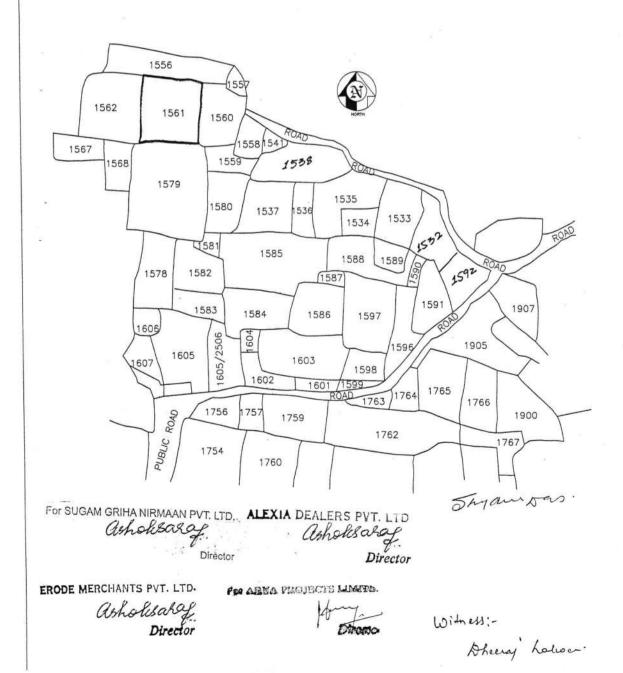
Drafted by me :

koraquini, solicitori d'Advocale (WB) 518) 1969) b, old Posst'office street, Kore liele.

SITE PLAN OF L.R. DAG NO. 1634, L.R. KHATIAN NO. 593 AT MOUZA KUSUMBA, P.O. NARENDRAPUR, J.L. NO. 50, R.S. NO. 135 IN THE DISTRICT 24 PARGANAS (SOUTH) UNDER WARD NO. 7 OF THE RAJPUR SONARPUR MUNICIPALITY.  $(R \cdot s \cdot D \sim 9 \quad N \simeq \cdot 1561)$ 

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AREA OF LAND : 26 DECIMALS (EQUIVALENT TO 15 COTTAHS 13 CHITTACKS



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## Government Of West Bengal Office Of the A.R.A.-I KOLKATA District:-Kolkata

## Endorsement For Deed Number : I - 09750 of 2010

## (Serial No. 07822 of 2010)

On

Payment of Fees:

On 08/10/2010

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 : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 29611/-, on 08/10/2010

(Under Article : A(1) = 29513/-, E = 14/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 08/10/2010)

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.-2683260/-

Certified that the required stamp duty of this document is Rs.- 187849 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 187849/- is paid48056220/09/2010State Bank of India, SSI BRANCH, BHOWANIPORE, received on 08/10/2010

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

Presented for registration at 12.58 hrs on :08/10/2010, at the Office of the A.R.A.-I KOLKATA by Ashok Saraf, one of the Claimants.

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

Execution is admitted on 08/10/2010 by

- 1. Shyamdas Alias Shyamdas Lalwani, son of Lt Tharoomal Lalwani, 32, Mahamayatala Main Road, Sindhibari, 32, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Garia Pin :-700084, By Caste Hindu, By Profession : Others
- Rajesh Lalwani (Executor), son of Lt Gurukdas @ Gurmukhdas Lalwani , 32, Mahamayatala Main Road, Sindhibari, 32, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Garia Pin :-700084 , By Caste Hindu, By Profession : Others

Additional Bruth morel

( Anil Kumar Ghoshal ) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

08/10/2010 15:42:00

EndorsementPage 1 of 2



## Government Of West Bengal Office Of the A.R.A.-I KOLKATA District:-Kolkata

## Endorsement For Deed Number : I - 09750 of 2010

## (Serial No. 07822 of 2010)

#### 3. Ashok Saraf

Director, Sugam Griha Nirmaam Pvt. Ltd., 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020.

Director, Erode Merchants Pvt. Ltd., 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020.

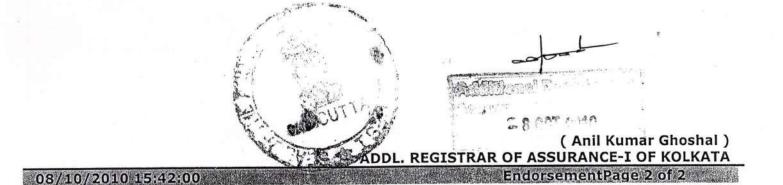
Director, Alexia Dealers Pvt. Ltd., 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020.

#### 4. Ramesh Kumar Arya

 Director, Arya Projects Ltd., Commerce House, 2nd Floor, 2, Ganesh Chandra Avenue, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700013.
, By Profession : Business

Identified By Sukhendu Samanta, son of Sahadeb Samanta, 2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020, By Caste: Hindu, By Profession: Service.

(Anil Kumar Ghoshal) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



#### Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A.R.A.-I KOLKATA, District- Kolkata Signature / LTI Sheet of Serial No. 07822 / 2010

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ashok Saraf			
			ashoksaraf.
			asheksaraf. 08/10/10

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shyamdas Address -32, Mahamayatala Main Road, Sindhibari, 32, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Garia Pin :-700084	Self	08/10/2010	LTI 08/10/2010	5 man Das
2	Rajesh Lalwani ( Executor ) Address -32, Mahamayatala Main Road, Sindhibari, 32, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-Garia Pin :-700084	Self	08/10/2010	LTI 08/10/2010	Rajesh Lalwani
3	Ashok Saraf Address -2/5, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700020	Self	08/10/2010	LTI 08/10/2010	ashoksarof
4	Ramesh Kumar Arya Address -Commercehouse, 2nd Floor, 2, Ganesh Chandra Avenue, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700013	Self	08/10/2010	LTI 08/10/2010	Ramech Kumar Anger
Sukhen 2/5, Sai District:	of Identifier of above Person(s) du Samanta rat Bose Road, Kolkata, Thana:-Bh :-South 24-Parganas, WEST BENG, Pin :-700020	awanipore,		Signatur ditional Running - 8 OCT 201	re of Identifier with Date
, Page	e 1 of 1 08/10/2010		ADDL. REGISTR	Anil Kumar Ghos	shal) NCE-I OF KOLKATA

## SPECIMAN FORM FOR TEN FINGER PRINTS

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8/10/10

# DATED THIS 8 DAY OF Ochoba 2010

#### BETWEEN

#### SHYAMDAS ALIAS SHYAMDAS LALWANI ALIAS SHYAMDAS THAROOMAL

#### AND

#### SUGAM GRIHA NIRMAAN P.LTD ERODE MERCHANTS PVT. LTD ALEXIA DEALERS P.LTD ARYA PROJECTS P.LTD

AND

#### RAJESH LALWANI

#### CONVEYACE

B M.BAGARIA & CO Solicitors & Advocates 6, Old Post Office Street, Calcutta – 700 001

INDENTURE/SHYAMDAS LALWANI - 1 - IND

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 2453 to 2472 being No 09750 for the year 2010.



(Anil Kumar Ghoshal) 13-October-2010 ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A.-I KOLKATA West Bengal