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THIS INDENTURE OF CONVEYANCE made this the day of TWO THOUSAND AND EIGHT BETWEEN KOLKATA CONCRETE PRIVATE LIMITED a Company within the meaning of the Companies Act 1956 having its registered office situated at No. 87A Topsia Road, Kolkata 700 046 hereinafter referred to as the VENDOR (having its Income Tax PAN No. AACCK 6770C) (which term or expression or expression shall unless excluded by or repugnant

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36422 E 7 JUL 2008 12-01 P Mediress TEMPLE & promod kumar Schal Roots. Promod Kumar Sahal AJANTA COMMERCIAL & TRADING CO. (P) LTD. as Director For Ajanta Commercial 2 Tooking co (8) dod. and also for multitean Dechamics office of-No-7 Horse Street, 4 m Have KUlonge-Joseph ong 113, Park Sport 3rd floor, MULTITECH ELECTRONICS LTO Wilcola - 700016. Ashalish Pohoget as PRAMOD KUMAR SAHAL Director For At houlosh Spinners Pridd having its registered office Si huder 1847, there street the 11341 (Aon, Kelkala- Food) PTO ASBETOSH SPINNERS PVT. LTD. ASHUTUSH BHAGAT A. Manna 5/0 A. 7. Manna of 6, old post office st. Ko)-lie rar of Assurances -II

to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the ONE PART AND (1) ASHUTOSH SPINNERS PRIVATE LIMITED a Company within the meaning of the Companies Act 1956 having its registered office situated at 7, Hare Street, 4th Floor, Kolkata-700001 (having its Income Tax PAN No. AABCA 0262E) (2) AJANTA COMMERCIAL & TRADING COMPANY PRIVATE LIMITED a Company within the meaning of the Companies Act 1956 having its registered office situated at No. 7 Hare Street, 4th Floor, Kolkata 700 001 (having its Income Tax PAN No. AABCA 2318K) and (3) MULTITECH ELECTRONICS LIMITED a Company within the meaning of the Companies Act 1956 having its registered office situated at No. 113, Park Street, 3rd floor, Kolkata 700 016 (having its Income Tax PAN No. AABCM 7442A) hereinafter collectively referred to as the PURCHASERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor and/or successors in their respective offices/interest and assigns) of the OTHER PART

WHEREAS

A) By an Indenture of Conveyance dated 4th March 1961 and made between Radha Krishna Ramjeedass Iyer for self and as Karta of the joint Hindu Family, consisting of he himself, Ramjeedass Radha Krishna Iyer, Ramjeedass Swami Nath Iyer, Ramjeedass Suryanarayana Iyer, Ramjeedass Balajee Iyer, Ramjeedass Gurunatha Iyer, Radha Krishna Vishwanatha Iyer, Swami Nath Kailash Iyer and Swami Natha Vasudeva Iyer therein collectively referred to as the Vendors of the First Part, Ramjeedass Radha Krishna Iyer, Radha Krishna Viswanatha Iyer, Ramjeedass



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as Director For Konkala

Concrete Prt. 241. having

its registered office Situated
at No. 87A Topkia Road.

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Swaminatha Iyer, Swaminath Kailash Iyer, Swami Natha Vasudeva Iyer, Ramjeedass Suryanarayan Iyer, Ramjeedass Balaji Iyer, Ramjeedass Guru Natha Iyer, Radha Krishna Viswanath Iyer, Swaminatha Kailas Iyer and Swami natha Vasudeva Iyer therein collectively referred to as the Confirming Parties of the Second Part and Smt. Jamuna Debi Jaipuria, Smt. Gayitri Debi Jaipuria and Smt. Suniti Debi Jaipuria therein collectively referred to as the Purchasers of the Third Part and registered with the office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.30 Pages 163 to 172 Being No. 1013 for the year 1961 the said Radha Krishna Ramjeedass Iver and Others for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Smt. Jamuna Devi Jaipuria and Others ALL THAT the two storied brick built messuage tenement and/or dwelling house TOGETHER WITH the piece and parcel of land containing by admeasurement an area of 1 Bigha 10 cottahs (be the same a little more or less) situate lying at and being Municipal Premises No. 43 Rafi Ahmed Kidwai Road, Kolkata (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY) each of the said Smt. Jamuna Debi Jaipuria, Smt. Gayitri Debi Jaipuria and Smt. Suniti Debi Jaipuria acquiring undivided one third share or interest into or upon the said Property.

B) In this Deed (1) Smt. Jamuna Devi Jaipuria (2) Smt. Gayatri Devi Jaipuria and (3) Smt. Suniti Devi Jaipuria are hereinafter collectively referred to as the ORIGINAL OWNERS

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- C) In pursuance of an agreement which had been entered into between the Original Owners and C.P. Properties Limited (hereinafter referred to as the **TENANT**), the said Original Owners had let out the entirety of the said Property unto and in favour of the said C.P. Properties Limited together with the right on the part of the said Tenant to sublet and/or grant sub tenancies in respect of the said Property or any part or portion thereof.
- D) In pursuance to the said Agreement between the said Original Owners and the Tenant, the Tenant has from time to time sublet and/or granted the right of sub tenancy in respect of various parts and portions of the said Property and over the last forty years has incurred huge expenses for the purpose of carrying out necessary repairs and maintenance of the building situated at the said Property.
- E) In pursuance of an Order dated 19th June, 2000 passed in A.C. No. 104 of 1967 G.A. No. 2445 of 1996 G.A. No. 834 of 1998 (Banwarilal Jaipuria versus Ginni Devi Bhagat) and also in pursuance of an order dated 13th June, 2000 passed in A.W. Case No.104 of 1967 (Banwarilal Jaipuria versus Smt. Ginni Devi Bhagat and Ors.) Mr. Dipayan Chowdhury (hereinafter referred to as the **RECEIVER**) had been appointed as the Receiver in respect of the share of Smt. Gayatri Devi Jaipuria into or upon the said Property and by and under the said Orders the said Receiver had power and authority to sell and transfer the undivided share of the said Smt. Gayatri Devi Jaipuria into or upon the said Property in terms of the said two Orders.

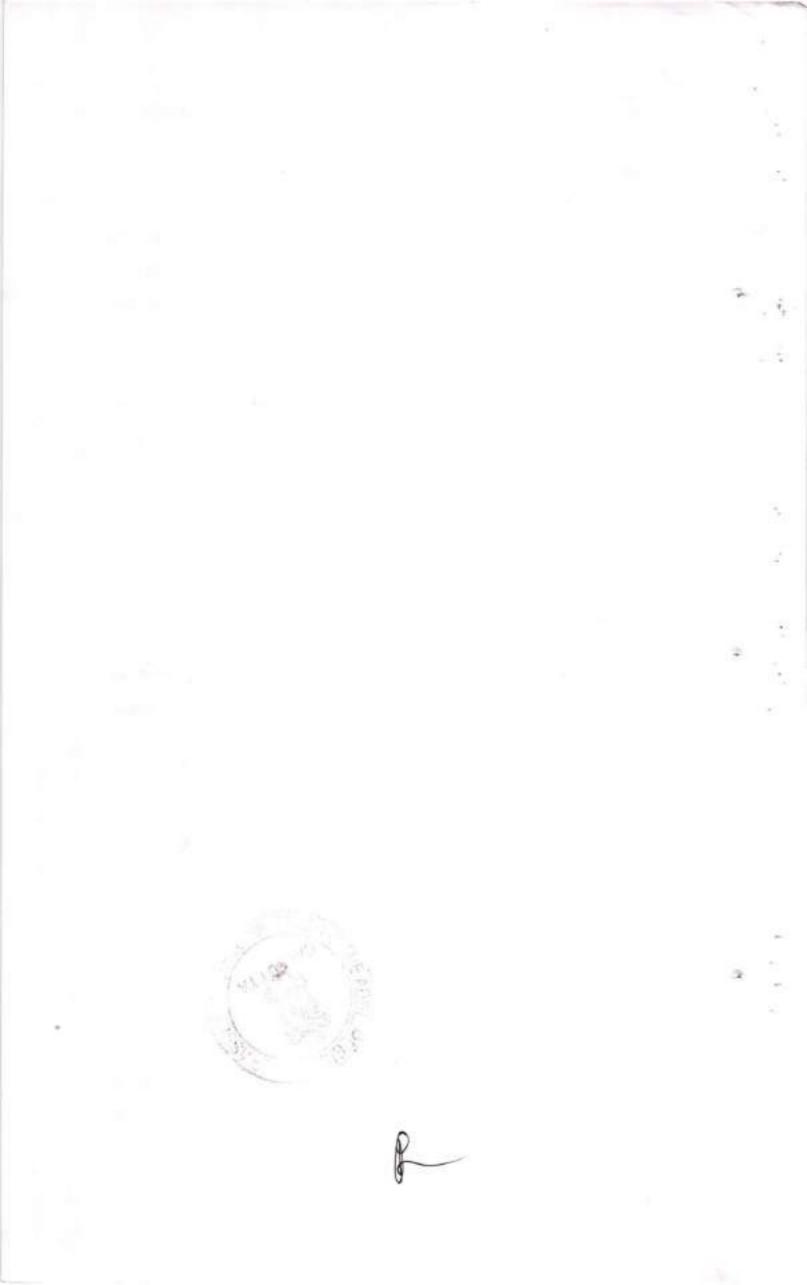


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- F) In pursuance of the said Orders and the power and authority conferred upon the Receiver, by a Deed of Conveyance dated 20th October 2006 registered at the office of the Addl. Registrar of Assurances, II Calcutta in Book No. I Volume No.1 Pages 1 to 13 Being No. 11832 for the year 2006 the said Dipayan Chowdhury sold and transferred unto and in favour of (1) Lotus Enclave Private Limited and (2) Kolkata Concrete Private Limited, the Vendor herein, **ALL THAT** the undivided 1/6th share or interest in the said Property being half of the one third share belonging to the said Smt. Gayatri Devi Jaipuria into or upon the said Property for the consideration and on the terms and conditions contained and recorded in the said Indenture.
- G) By another Deed of Conveyance also dated 20th October 2006 registered at the office of the Addl. Registrar of Assurances, II, Calcutta in Book No. I Volume No.1 Pages 1 to 17 Being No. 11833 for the year 2006 the said Dipayan Chowdhury sold and transferred unto and in favour of (1) Lotus Enclave Private Limited and (2) Kolkata Concrete Private Limited the Vendor herein, ALL THAT the remaining undivided 1/6th share or interest in the said Property being half of the one third share belonging to the said Smt. Gayatri Devi Jaipuria into or upon the said Property for the consideration and on the terms and conditions contained and recorded in the said Indenture.
- Private Limited and the Vendor herein thus became jointly entitled to undivided one third share or interest into or upon the said Property each one of them being entitled to half share or interest therein that is to say undivided 1/6th share or interest into or upon the entirety of the said Property.



- I) By a Deed of Conveyance dated 28th October 2006 registered at the office of the Addl. Registrar of Assurances, II, Calcutta in Book No.1 Volume No. 1 Pages 1 to 16 Being No.01379 for the year 2007 the said Suniti Devi Jaipuria sold and transferred her undivided 1/3rd share or interest and/or the entirety of her right title interest into or upon the said Property unto and in favour of (1) Rhimjim Traders & Dealers Private Limited and (2)Vedant Farms Private Limited for the consideration and on the terms and conditions contained and recorded in the said Indenture.
- J) In pursuance of and by virtue of a decree dated 1st August,1990 passed in Award Case No. 104 of 1967 by the Hon'ble High Court, Calcutta (Banwarilal Jaipuria versus Smt. Ginni Devi Bhagat and Others) one Umesh Jaipuria was authorized to sell and transfer undivided half share or interest out of the one third share or interest belonging to Jamuna Devi Jaipuria into or upon the said Property and to appropriate the sale proceeds in the manner provided for in the said decree.
- K) In pursuance to the said decree by an Indenture of Conveyance dated 2nd November,2006 registered at the office of the Addl. Registrar of Assurance, II, Calcutta in Book No. 1 Volume No. 1 Pages 1 to 17 Being No. 02463 for the year 2007 and made between Umesh Jaipuria therein referred to as the Vendor of the One Part and (1) Ashutosh Spinners Private Limited (2) Ajanta Commercial & Trading Company Private Limited and (3) Multitech Electronics Limited therein collectively referred to as the Purchasers of the Other Part and by another Deed of Conveyance dated 4th November 2006 registered at the office of the Addl. Registrar of Assurance, II, Calcutta in Book No. I,



Volume No. 1, Pages 1 to 29 Being No. 02464 for the year 2007 and made between Dr. Rajaram Jaipuria therein referred to as the First Vendor of the First Part and (1) Jugal Kishore Bhagat (2) Smt. Sheela Devi Kanoria and (3) Smt. Chanda Devi Nopany therein collectively referred to as the Second Vendors of the Second Part and (1) Ashutosh Spinners Private Limited (2) Ajanta Commercial & Trading Company Private Limited (3) Multitech Electronics Limited therein collectively referred to as the Purchasers of the Third Part the said (1) Ashutosh Spinners Private Limited (2) Ajanta Commercial & Trading Company Private Limited and (3) Multitech Electronics Limited the Purchasers herein became entitled to the undivided one third share and/or the entirety of the right title interest of Smt. Jamuna Devi Jaipuria into or upon the said Property.

- L) In the events as recited hereinabove the following became entitled to the following undivided share or interest into or upon the said Property.
 - (1) Lotus Enclave Private Limited and (2) Kolkata Concrete Private Limited – undivided 1/3rd share or interest jointly each being entitled to undivided 1/6th share or interest therein.
 - (2) Ashutosh Spinners Private Limited (2) Ajanta Commercial & Trading Company Private Limited and (3) Multitech Electronics Limited – undivided 1/3rd share or interest jointly each being entitled to undivided one ninth share or interest therein.

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- (3) Rimjhim Traders & Dealers Private Limited and (2) Vedant Farms Private Limited undivided 1/3rd share or interest jointly each being entitled to undivided 1/6th share or interest therein
- M) In the events as recited hereinabove the Vendor is thus entitled to undivided 1/6th share or interest into or upon the said Property (hereinafter referred to as the UNDIVIDED SHARE more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written)
- N) The Vendor has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire **ALL THAT** the undivided 1/6th share or interest and/or the entirety of the right title interest of the Vendor into or upon the said Property (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **UNDIVIDED SHARE**) **SUBJECT HOWEVER** to the rights of the said tenants but otherwise free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever at and for a consideration of **Rs.1,02,00,000/-(Rupees One crore two lacs only)**
- O) At or before execution of this Indenture the Vendor has assured and represented to the Purchasers and each one of them as follows:





- THAT the said Property is otherwise free from all encumbrances and charges subject however to the rights of the said tenants.
- ii) THAT the Vendor has a marketable title in respect of the said Undivided Share into or upon the said Property.
- iii) THAT the Vendor is legally competent to sell and transfer its undivided share or interest into or upon the said Property.
- iv) THAT the Vendor have not entered into any agreement for sale and/or transfer and/or development nor has created any interest of any third party into or upon its Undivided Share into or upon the said Property.
- v) THAT the entirety of the said Property is presently under the tenancy of C.P. Properties Limited who has right to sublet and/or grant sub tenancies in respect of various parts and portions of the said Property.
- vi) THAT the said Property and/or Undivided Share is not subject to any notice of acquisition and/or requisition.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows.

 THAT in pursuance of the said agreement AND in further consideration of a sum of Rs.1,02,00,000/- (Rupees One crore two lacs only) of the lawful money of the Union Agentonal Registra of Assulantes II.

of India well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and the said UNDIVIDED SHARE (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) and/or the entirety of the right title interest of the Vendor into or upon the entirety of the said Property hereby intended to be sold transferred and conveyed) and the Vendor hereby indefeasibly grant sell transfer convey assign and assure unto and to the Purchasers in equal shares ALL THAT the undivided 1/6th share or interest of the Vendor into or upon ALL THAT the Municipal Premises No. 43 Rafi Ahmed Kidwai Road, Kolkata 700 016 containing by estimation an area of 1 Bigha 10 cottahs) (more fully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the PROPERTY) TOGETHER with the building and structures standing thereon (hereinafter referred to as the 'UNDIVIDED SHARE" more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) SUBJECT HOWEVER to the rights of the existing tenants but otherwise free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever SUBJECT HOWEVER to the rights of the existing tenants but otherwise free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever OR

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HOWSOEVER OTHERWISE the said Undivided Share or any part or portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other lights all yards courtyards areas sewers drain ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property and or the said undivided share or any part or portion thereof belonging thereto or in anyways appertaining to or with the same or any part or portion thereof now are or is or at any time or times heretofore were or was held used occupied or appertaining or enjoyed therewith or reputed to belong or appertain thereto AND the reversion or reversions remainder or remainders and the rents issues and profits of the said Undivided Share and every part or portion thereof AND all the legal incidences thereof AND all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said undivided share or any and every part thereof herein comprised and hereby sold granted and transferred TOGETHER WITH all deeds pattahs muniments and evidences of title which are anyways exclusively relates to or concerns the said property / lands and/or Undivided Share or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendor can or may procure the

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AND TO HOLD the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and forever free from all encumbrances charges liens claims demands mortgages leases licenses liabilities trust attachments acquisitions requisitions prohibitions restrictions easements and lispendenses whatsoever.

- II) AND the Vendor do hereby further covenant with the Purchasers that the Vendor is the absolute and lawful owner of the said Undivided Share and every part thereof and that the said lands comprised therein and forming part of the said Property are free from all encumbrances charges and liabilities of whatsoever nature AND the Vendor do hereby covenant with the Purchasers that they have not at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by the reason whereof the said Undivided Share hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendor may or can be prevented from granting selling conveying assigning and assuring the said Undivided Share or any part thereof in the manner as aforesaid.
- III) AND THAT NOTWITHSTANDING any act deed or thing by the Vendor done executed or knowingly suffered to the contrary the Vendor at the time of execution of these

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presents is the absolute and lawful owner of and/or otherwise well and sufficiently entitled to and absolutely seized and possessed of and or entitled to the said undivided share and / or the lands comprised therein and/or the said Undivided Share hereby granted sold conveyed transferred assigned assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same.

AND THAT NOTWITHSTANDING any such act deed or IV) thing whatsoever as aforesaid the Vendor now has in itself good right full and absolute power and authority to grant sell convey transfer assure and assign the said Undivided Share hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid and on the terms and conditions as aforesaid AND THAT the Vendor has duly made over symbolic possession of the said UNDIVIDED SHARE to the Purchasers herein and the Purchasers have received and accepted the same without raising any dispute, demand or claim whatsoever against the Vendor in respect of the nature and/or occupancy of the constructions standing on the land comprised in the said property or the said Undivided Share or otherwise AND THAT the Purchasers shall and may at all times hereafter at its own costs, charges and expenses peaceably and quietly enter into hold possess and enjoy the same and receive and take all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendor or any person or



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persons lawfully or equitably claiming from under or in trust for the Vendor or from under or in trust for any of its predecessors in title or any one of them.

- AND THAT the Purchasers shall be freed and cleared and V) freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases licenses attachments executions prohibitions liabilities trusts restrictions easements and lispendense whatsoever suffered or made or liabilities created in respect of the said property and / or the said Undivided Share by the Vendor or by any person or persons lawfully and equitably claiming from under or in trust for the Vendor or its predecessors in title or any of them as aforesaid or otherwise.
- AND THAT no certificate proceedings and/or notice of attachment is subsisting under the Income Tax Act 1961

 AND THAT no notice, which is or may be subsisting has been served on the Vendor for the acquisition of the said property and/or the comprised land therein or any part thereof under the Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendor has no knowledge of issue of any of such notice or notices for the time being subsisting under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof AND THAT no suit

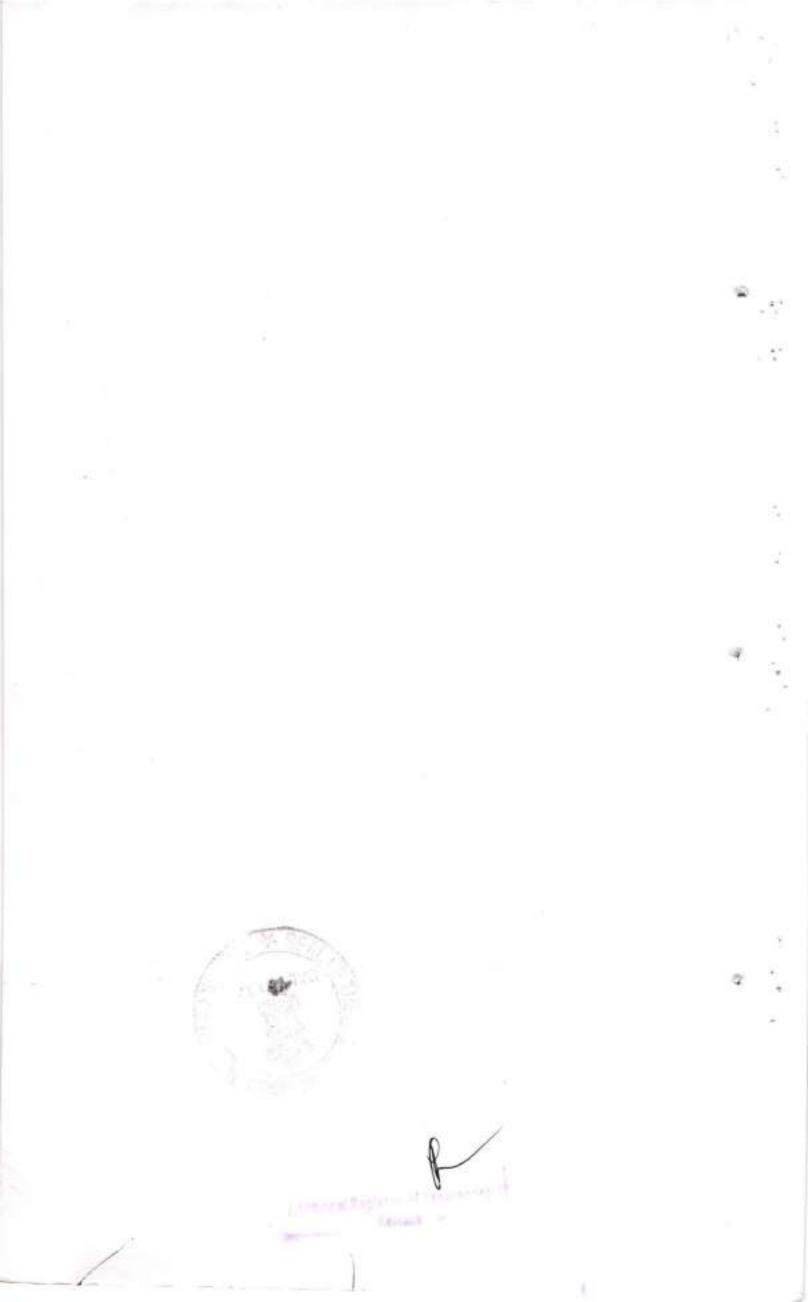


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and/or proceeding is pending in any Court of law affecting the said property and / or the said Undivided Share and/or any part or portion thereof nor the same has been lying attached under any writ or attachment of any Court or revenue Authority AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through 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 Purchasers make do acknowledge and execute all such further and lawful acts deeds matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said UNDIVIDED SHARE and every part thereof unto and to the use the Purchasers as shall or may be reasonably required.

VII) AND IT IS HEREBY FURTHER AGREED AND DECLARED

by and between the parties hereto that the Purchasers shall be entitled to and is hereby authorised to negotiate with any person and/or persons in occupation of any part or portion of the said property for obtaining vacant possession of the portions in their respective occupation on such terms and conditions as the Purchasers in its absolute discretion may deem fit and proper and upon obtaining vacant possession shall be entitled to hold the same.



THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PROPERTY)

ALL THAT the two storied brick built messuage tenement or dwelling house TOGETHER WITH the piece or parcel of revenue free land or ground thereunto belonging or on part whereof the same is erected and built containing by estimation 1 Bigha 10 cottahs (be the same a little more or less) situate lying at and being Municipal Premises No. 43 Rafi Ahmed Kidwai Road (formerly Premises No. 43 Wellesley Street) Kolkata 700 016 P. S. Park Street, within the limits of Kolkata Municipal Corporation, Ward No. 63 and butted and bounded in the manner following that is to say

ON THE NORTH:

Partly by Premises No.42 Wellesley Street (now

Rafi Ahmed Kidwai Road) and partly by No. 3

Royd Street, Kolkata

ON THE SOUTH:

By Premises No. 44 Rafi Ahmed Kidwai Road

ON THE EAST

By Rafi Ahmed Kidwai Road

ON THE WEST :

By Premises No. 2 Royd Street, Kolkata

THE SECOND SCHEDULE ABOVE REFERRED TO (UNDIVIDED SHARE)

ALL THAT the undivided 1/6th (one sixth) share or interest of the Vendor into or upon the said Property (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereinabove)

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED BY THE VENDOR At Kolkata in the

presence of

Car Som officeros.

G.P. CHOU DHARY 7 Horse Street Amfloor, Ketholi-700001

SIGNED AND DELIVERED BY THE

PURCHASERS At Kolkata in

the presence of

G. P. CHOUDHARY
7. Have Street, +M Floor

(UMESH KYAL)

SHAYOSH SPINNERS PVT. LTD.

(ASHUTOSH BHAGAT)

AJANTA COMMERCIAL & TRADING CO. (P) 1 11

BRACI

(PRAMOD KUMARSAHAL)

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(PRAMO) KUMAR SHIFAL)



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PURCHASERS the within mentioned sum of

Rs.1,02,00,000/- (Rupees One crore two

Rs.1,02,00,000.00

lacs only) being the full consideration money as per memo below:-

MEMO OF CONSIDERATION

Pay order Date No.		Bank/Branch	Favouring	Amount	
117928	07.07.08	HDFC Bank Stephen House, Kolkata 700 001	Kolkata Concrete Pvt. Ltd	34,00,000.00	
665309	07.07.08	Bank of Maharashtra 3, N. S. Road, Kolkata	-do-	34,00,000.00	
286242	242 07.07.08 Canara Bank Here Street, Kolkata		-do- Total Rs.	34,00,000.00 1,02,00,000.00	

(Rupees One crore two lacs only)

COREANA CONCRETE PVT. LY

(VENDOR)

WITNESSES:

(G.P. CHOUDHARY)

Drafted and prepared in my

Office

R. L. Gaggar

Advocate

High Court at Calcutta



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DATED THIS THE 9th DAY OF July 2008

BETWEEN

KOLKATA CONCRETE PVT LTD

VENDOR

AND

ASHUTOSH SPINNERS PVT LTD & ORS

PURCHASERS

31/7/08

CONVEYANCE



R. L. GAGGAR
SOLICITOR & ADVOCATE
6, OLD POST OFFICE STREET
KOLKATA 700 001

