

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

18th THIS DEED OF CONVEYANCE made on this day of

in the year Two Thousand Twelve (2012) Christian Era

BETWEEN

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KOLICATA REGISTRATION OFFICE

A Additional Organical Sub Recommendation of the Additional Organical Sub Recommendation of the Additional Sub Recommendat

Addi. Delinot Sub-Assistian Sub-Assistian (San Lake City)

S STANN SONS

SHRI KAMAL KRISHNA NASKAR, son of Late Bhusan Naskar and at present residing at village & Post Office - Kadampukur, Police Station - New Town, District - North 24 Parganas, PIN - 700 135 hereinafter for the sake of brevity referred to and/or called 'THE VENDOR' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and/or or any other person or persons deriving title under him) of the FIRST PART - herein represented by his Constituted Attorney SHRI PABITRA NASKAR, son of Late Nepal Naskar and at present residing at village & Post Office- Kadampukur, Police station - New town, District- North 24 Parganas, PIN- 700 135 under a registered Power of Attorney which was registered at the office of Additional District Sub-Registrar at Bidhan nagar (Salt lake City) and recorded in Book No. IV, CD Volume No. 1 at pages 2628 to 2643 being the No. 00238 for the year 2011.

AND

NASKAR (3) SHRI KARTICK CHANDRA NASKAR (4) SHRI SUKUMAR NASKAR – all are sons of Late Rakhal Chandra Naskar, by faith Hindu and at present residing at village & Post office – Kadampukur, Police Station – New town, District- North 24 Parganas- PIN- 700135 - hereinafter for the sake of brevity referred to and/or called 'THE CONFORMING PARTY' (which term or

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expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, assigns and/or any other person or persons deriving title under each of them) of the SECOND PART- herein represented by his Constituted Attorney SHRI PABITRA NASKAR, son of Late Nepal Naskar and at present residing at village & Post Office- Kadampukur, Police station – New town, District- North 24 Parganas, PIN- 700 135 under a registered Power of Attorney which was registered at the office of Additional District Sub-Registrar at Bidhan Nagar (Salt Lake City) and recorded in Book No. IV, CD Volume No. 1 at pages 7198 to 7212 being the No. 00639 for the year 2011.

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AND

COMPLEX

M/S SEA BIRD PVT. LTD., a Private Limited Company incorporated under the Companies Act' 1956 having its registered office at 242, B.B. Ganguly Street, Police Station – Bowbazar, Kolkata- 700 012 – hereinafter for the sake of brevity referred to and/or called 'THE PURCHASER' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns) of the THIRD PART - herein represented by one of its Director, SHRI APURBA DAS, son of Late Dr. Haranarayan Das, at

Addi. District Sub-Rogistrar



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present residing at 1391/9, Kalyangarh, Post Office- Kalyangarh, Police Station – Asoknagar, District- North 24 Parganas.

WHEREAS:

- (A) Shri Kamal Krishna Naskar, the Vendor herein purchased one plot of land measuring 6 satak comprised in Dag No. 1235 in Mouza- Kadampukur, J.L. No. 25, Police Station then Rajarhat now New Town, District- North 24 Parganas by a Bengali Deed (Kobala)bearing dated 15/07/1985 executed by Aksir Ahmed, Nur Muhammad Mondal, Din Muhammad Mondal, Lal Muhammad Mondal, Muzammel Hauque Mondal, Ebadat Ali Mondal, Sahida Khatun and Maharam Bibi And said Deed was registered at the office of Additional District Sub- Registrar at Bidhan Nagar (Salt Lake City) and recorded in Book No. I, Volume No. 100 at pages 499 to 506 being the No. 5363 for the year 1985;
- (B) By virtue of said Deed (Kobala) the Vendor herein is now seized and possessed of and/or otherwise well and sufficiently entitled to said plot of land measuring 6 satak comprised in Dag No. 1235 in Mouza- Kadampukur, J.L. No. 25, Police Station then Rajarhat now New Town, District- North 24 Parganas by growing crops year after year without any claim,

Addl. Dielfrict Sub-Registrat
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demand from anybody whomsoever and his name has been recorded in the L.R. Records of Rights under Khatian No. 132;

- Shri Sushil Kumar Naskar, Shri Thakurdas Naskar, Shri (C) Kartick Chandra Naskar and Sukumar Naskar Confirming Party herein) purchased one plot of land measuring 2 satak comprised in Dag No. 1235 in Mouza-Kadampukur, J.L. No. 25, Police Station – then Rajarhat now New Town, District- North 24 Parganas by a Bengali Deed (Kobala) bearing dated 15/07/1985 executed by Aksir Ahmed, Nur Muhammad Mondal, Din Muhammad Mondal, Lal Muhammad Mondal, Muzammel Hauque Mondal, Ebadat Ali Mondal, Sahida Khatun and Maharam Bibi And said Deed was registered at the office of Additional District Sub-Registrar at Bidhan Nagar (Salt Lake City) and recorded in Book No. I, Volume No. 100F at pages 483to 490 being the No. 5361 for the year 1985;
- (D) At the time of survey of the said plot of land it was found that the plot of land measuring 2 satak allegedly purchased by said Shri Sushil Kumar Naskar & three others are part of plot of plot of land measuring 6 satak purchased by said Kamal Krishna Naskar and said Sushil Kumar Naskar & three others have never claimed, demanded the said plot of land

Addi. District Sub-Registrar Bidhannagar, (Sah Leke City)



from Shri Kamal Krishna Naskar who is in peaceful possession of said plot of land measuring 6 satak since the purchase of the said plot of land;

- (E) Here we may recall the well known maxim which runs as follows: 'In aequall jure mellor est conditio possidentis 'which means where the rights of the Parties are equal, the claim of the actual possessor is the stronger.
- (F) In the premises said Shri Kamal Krishna Naskar is the rightful owner of said plot of land measuring 6 satak exerting all rights of ownership and excluding all others and said Shri Sukumar Naskar & three others as Confirming Party have agreed to confirm the proposed sale unto and in favour of the Purchaser herein;
- (G) The Vendor is now in need of urgent liquid money has announced to sell the said plot of land measuring 6 satak comprised in Dag No. 1235 appertaining to R.S. Khatian No. 132 in Mouza- Kadampukur, J.L. No. 25, Police Station New Town, District- North 24 Parganas.

THE VENDOR HAS ASSURED AND INDEMNIFIED AND CONVENANTED WITH THE PURCHASER as follows:

5 5 JUN 2012 Bidhannagar, (Sall Lake Cily) Addi District Sub-Registrar



- i) That the said plot of land is free from all encumbrances, charges, lines and lispendences of every kind and description:
- ii) That the Vendor has not entered into any Agreement or
 Agreements in respect of the said plot of land with any
 other person or persons;
- iii) That no acquisition or requisition proceeding has been initiated in respect of said plot of land;
- iv) That the said plot of land is marketable and the Vendor is not debarred in any way to sell and /or transfer the said plot of land;
- v) That the said plot of land shall be quietly entered into and held and enjoyed upon and the rents and profits shall be received there from by the Purchaser without any interruption or disturbance by the Vendor or persons claiming through or under the Vendor and without any lawful disturbance or interruption of any other person or persons whomsoever.

AND the Purchaser relying upon the representations and covenants made by the Vendor has agreed to purchase the said property (detailed described in the Schedule hereunder written) for the valuable consideration of Rs. 7,20,000/- (Rupees Seven Lakhs Twenty Thousand) only.

Addi. Disirici Sub-Registrar Bidhannagar, (Sali Lake City) 2 2 JUN 2012



NOW THIS DEED WITNESSES THAT in consideration of a sum of Rs. 7,20,000/- (Rupees Seven Lakhs Twenty Thousand) only of the lawful money of the Union of India paid by the purchaser to the Vendor on or before the execution of these presents the receipt whereof in full (particularly mentioned in the Memo of Consideration hereunder written) the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereto doth herby acquit, release and forever discharge the Purchaser, their successors, successors-in-interest, successors-in-office and assigns as well as the said plot of land measuring 6 (six) satak be the same a little more or less comprised in R.S. & L.R. Dag or Plot No. 1235 appertaining to L.R. Khatian No. 132 in Mouza - Kadampukur, J.L. No. 25 Police Station - New Town, District- North 24 Parganas (detailed described in the Schedule written hereunder) OR HOWSOEVER OTHERWISE the said plot of land now is or heretofore was situated butted and bounded called known or numbered described or distinguished AND the Vendor doth hereby grant convey transfer sell and assign and assure unto the Purchaser ALL THAT 6 (six) satak of land (detailed described in the Schedule hereunder written) TOGHTHER WITH all easements, quasi easements, appurtenances, benefit, appendages, right claims and demands in respect of the said plot of land pertaining to his



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Addl. Distriot Sub-Registrar Bidhannager, (Sali Lake City) share in the said plot of land **TO HAVE AND TO HOLD** 6(six) satak of land hereby granted, sold, conveyed and transferred or expressed and intended so to be unto the Purchaser, their successors, successors-in-interest, successors-in-office and assigns absolutely and for ever free from all encumbrances, charges, lines, lispendences, trusts of whatever nature with absolute right to sell, mortgage, let out, lease out or transfer by way of gift or otherwise alienate the said property AND the Confirming Party joins in this Deed through their Constituted Attorney to confirm the said Sale unto and in favour of the Purchaser absolutely and for ever.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

Notwithstanding anything heretofore done or suffered to the contrary the interest which the Vendor doth hereby profess to transfer subsist and the Vendor has good and perfect right, full power, absolute authority and indefeasible title to grant, convey, sell, transfer assign and assure the said property described in the Schedule hereto and all the rights privileges and appurtenances thereunto belonging are hereby sold conveyed and transferred to the Purchaser in the manner aforesaid and that the Vendor has not done or knowingly suffered anything whereby the said property may be

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Bidhannagar, (Sall Lake Cilv) Addi. District Sub-Registrar



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encumbered, affected or impeached in estate right title or otherwise.

- b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into hold and enjoy the said piece and parcel of said property and to receive the rents, issues and profits thereof without any interruption, hindrances claims or demands or disturbances whatsoever from or by the Vendor.
- The Vendor shall from time to time and at all times hereafter on every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful acts, deeds, conveyances, matter and things whatsoever for better or more perfectly assuring the said property as aforesaid unto the Purchaser in the manner aforesaid as shall or may be reasonably required.
- d) There is no encumbrance, charge, trust, liens, attachments, claims or demands whatsoever now subsisting in the said plot of land and that the same is not the subject matter of any suit or litigation or proceedings and no acquisition or requisition proceeding has been initiated in respect of said plot of land and has not been offered as security or otherwise to any Court or Revenue Authority.

Addi. District Sub-Registrar Sidhannager, (Salt Lake City)



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- harmless the Purchaser against all claims and demands in respect of the said property sold and conveyed and make good to the Purchaser all losses, costs and expenses which it may be put to or obliged to incur or suffer by reason of any defect or deficiency in the title of the Vendor in the piece and parcel of said property or any mistake or deficiency in the description of the said property.
- f) All taxes and other outgoings of whatsoever and howsoever nature in respect of the said property up to the date of these present shall be paid borne and discharged by the Vendor and the Vendor hereby agrees to indemnify and keep the Purchaser indemnified against all claims, cost, charges, and expenses in respect thereto.

AND THAT the Purchaser shall mutate their names in respect of the conveyed properties in the rent roll of the office of the B.L. & L.R.O. Rajarhat, North 24 Parganas and shall pay rent in their name and thereafter take the rent receipt thereupon and shall mutate their names in the register of the local- Gram Panchayet and shall pay Panchayet Taxes and receive the Tax receipt on their

Addi. District Sub-Registrar
Bidhannagar, (Salt Lake City)

2 2 JUN 2012



name without any objection and interruption from the Vendor above named.

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SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

Shali

ALL THAT piece and parcel 6 (six) satak of land be the same a little more or less comprised in R.S. & L.R. Dag or Plot No 1235 appertaining to L.R. Khatian No. 132 J.L. No. 25, Mouza – Kadampukur, within the limits of Patharghata Gram Panchayet, Police Station – New Town, District – North 24 Parganas, Additional District Sub Registrar Office at Bidhan Nagar (Salt Lake City).

Together with easements, quasi easements, appurtenances whatsoever attached to the said property in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto.

The said plot of land is presently being used for agricultural purpose.

The annual rent of the property is payable to the collector of North 24 Parganas through B.L.& L. R.O. Rajarhat, North 24 Parganas.

2 2 JUN 2012

Ridhannagar, (Sall Lake City)



The Site Plan of the said plot of land is given below marking the borders with Red Ink which shall be treated as part of this Deed.

Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

2 2 JUN 2012



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*

IN WITNESSESS WHEREOF the Parties hereto put their respective signatures on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

At Kolkata in the presence of: - Tabletra Narkas

1. Gowan Golwani.

9, Dacker Lave, Kolkate-700069 SHRI KAMALKRISHNA NASKA

Es constituted oftenous

SIGNATURE OF THE VENDOR

phietra Naskas.

2. 23 24 MPG SIYST + PAM: TOUS MARGEGE ARRY PAR AND AND AT

(1) SHRI SUSHIL KUMAR NASKAR (2) SHRI THAKURDAS NASKAR (3) SHRI KARTICK CHANDRA NASKAR (4) SHRI SUKUMAR NASKAR

SIGNATURE OF THE CONFIRMING PARTY SEABIRD COMPLEX PVT. LTD.

Aproba Dro.
Director

SIGNATURE OF THE PURCHASER

Drafted in English and explained and interpreted by me in Bengali.

Godam Golwanii

Goutam Goswami (Advocate) Enrollment No. WB/602/1981 9, Dacres Lane, Kolkata – 700069.

Computer Printed by:

New Vijaya, 10, Old Post Office Street Kolkata- 700001

Addi. District Sub-Rigistrar Sidhannagar, (Sali Lake City) 2 2 JUN 2012



RECEIVED from the with-in-named Purchaser the with-in-mentioned sum of Rs. 7,20,000/- (Rupees Seven Lakhs Twenty Thousand) only being the Consideration money in full as per Memo Below:

MEMO OF CONSIDERATION

By A/C. Payer Cheque being the No 460815 dt.

29/09/2011

- Rs. 50,000+

137 A/C. Payce Cheque being Fire No. 460820df 03/11/2011

Rs 1,00,000+

By RTGS CUTRNO-UTBIH 120420057 69 RA. 1,50,000-

137 A/C. Payer Cheque being the NO.

460 834 dated 14/05/2012

Rn. 4,20,000L

Total: Rs. 7,20,000/-

(Rupees Seven Lacs Twenty Thousand) only.

WITNESSES:

1. Gowen Golwani, Advocate. politica Naskas

SHRI KAMAL KRISHNA NASKAR

(SIGNATURE OF THE VENDOR)

2. 33 20 NO 0 32 YSS + ZAN DUS NO 056 2000 POD 200 0



2 2 JUN 2012

Bidhannagar, (Salt Lake Cily) Tensing Sub-Registrar

SPECIMEN FORM FOR TEN FINGERPRINTS

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		Right Hand						,			



SITE PLAN OF RS & L. R. DAG NO. 1235, 1236 R SKHATIANN L.R. KHATIAN NO. 2; 132; 141; 247; 686; 491/1; 719; 328/1 AT MOUZA KADAMPUKUR JL NO. 25 RS. NO. 83 TOUZI NO. 2998; PS NEW TOWN DIST NORTH 24 PARGANAS.

Palitra NESKAS

AREA SHOWN IN RED BORDER

AS CONSTITUTED DETOPORES OF FARIFACE Attornes

KAMAL KRISHNA NASKAR AS CONSTITUTED ATTORNES

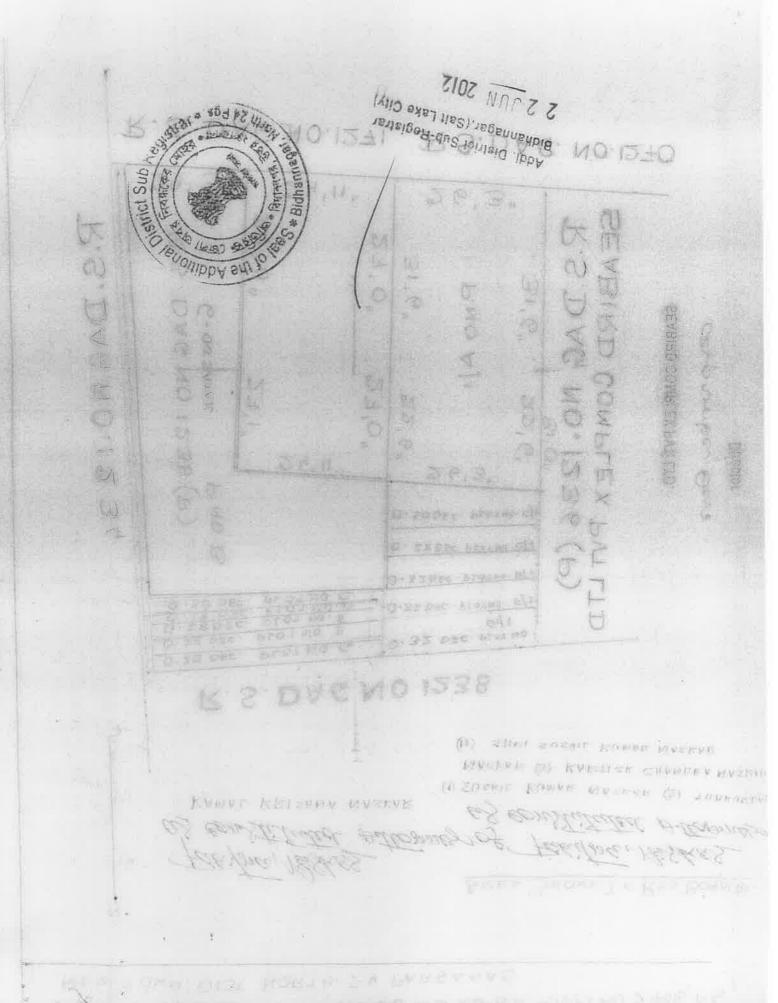
(1) SUSHIL KUMAR NASKAR (2) THAKURD NASKAR (3) KARTICK CHANDRA NASKA (4) SHRI BUSHIL KUMAR NASKAR

R. S. DAG NO. 1238

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R.S. DAG. NO. 1271 R.S. DAG. NO. 1270





Government Of West Bengal Office Of the A.D.S.R. BIDHAN NAGAR

District:-North 24-Parganas

Endorsement For Deed Number: I - 07882 of 2012 (Serial No. 08571 of 2012)

On

Payment of Fees:

On 22/06/2012

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. 24005.00/-, on 22/06/2012

(Under Article: A(1) = 23991/-, E = 14/- on 22/06/2012)

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.-21,81,816/-

Certified that the required stamp duty of this document is Rs.- 109111 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 49000/- is paid, by the draft number 469864, Draft Date 20/06/2012, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 22/06/2012
- 2. Rs. 35000/- is paid, by the draft number 469418, Draft Date 17/05/2012, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 22/06/2012
- 3. Rs. 25150/- is paid, by the draft number 469885, Draft Date 21/06/2012, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 22/06/2012

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

Presented for registration at 11.17 hrs on :22/06/2012, at the Office of the A.D.S.R. BIDHAN NAGAR by Apurba Das , Claimant. ditional Dis

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

12 2 JUN 2012

ger, Morth 14

Execution is admitted on 22/06/2012 by

1. Apurba Das BENGAL, India,

, By Profession : Others

Director, M/s. Sea Bird Complex Pvt Ltd 242 B. B. Ganguly Street, P.O.:-, District:-Kolkata, WEST

Addl. Vistrict Sub-Registrar

Bidhannagar, (Salt Lake City) (Debasish Dhar) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

22/06/2012 12:16:00

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VIII.



Government Of West Bengal

Office Of the A.D.S.R. BIDHAN NAGAR District:-North 24-Parganas

Endorsement For Deed Number : I - 07882 of 2012

(Serial No. 08571 of 2012)

Identified By Goutam Goswami, son of . ., 9, Dacres Lane, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700009, By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by

Pabitra Naskar, son of Lt. Nepal Naskar, Kadampukur, Thana:-New Town, P.O.:-Kadampukur, District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135 By Caste Hindu By Profession: Others, as the constituted attorney of 1. Kamal Krishna Naskar 2. Sushil Kr. Naskar, Conforming Party 3. Thakur Das Naskar, Conforming Party 4. Kartick Ch. Naskar, Conforming Party 5. Sukumar Naskar, Conforming Party is admitted by him.

Identified By Goutam Goswami, son of . ., 9, Dacres Lane, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700009, By Caste: Hindu, By Profession: Advocate.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



2 2 JUN 2012

Addl. District Sub-Registrar Bidhannagar,(Salt Lake City)

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 2 of 2

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

Signature / LTI Sheet of Serial No. 08571 / 2012, Deed No. (Book - I , 07882/2012)

 ${\rm I}$. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Apurba Das 1391/9 Kalyangarh, Thana:-Ashoknagar, P.O. :-Kalyangarh ,District:-North 24-Parganas, WEST BENGAL, India,	22/06/2012	LTI 22/06/2012	22/6/20/2

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Pabitra Naskar Address -Kadampukur, Thana:-New Town, P.O. :-Kadampukur ,District:-North 24-Parganas, WEST BENGAL, India, Pin:-700135	Attorney		LTI	Fabitra Pask
			22/06/2012	22/06/2012	
	Apurba Das Address -1391/9 Kalyangarh, Thana:-Ashoknagar, P.O. :-Kalyangarh ,District:-North 24-Parganas, WEST BENGAL, India,	Self		LTI	Spurba D
			22/06/2012	22/06/2012	

Name of Identifier of above Person(s)

Goutam Goswami 9, Dacres Lane, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700009 Signature of Identifier with Date

Goutem Golwenni 22/06/12



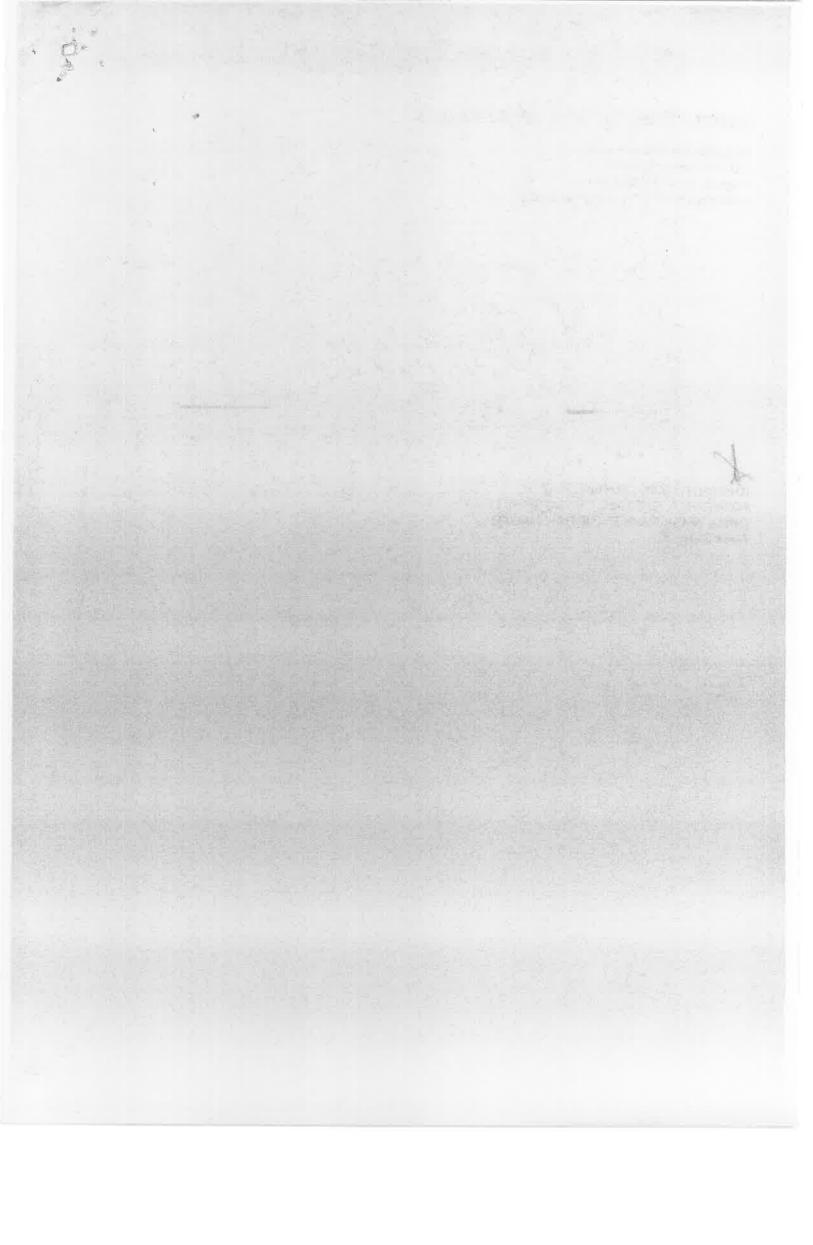
Addi. Distrati Sub-Registrar Bidhannagar, (Salt Lake Gity)

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BIDHAN NAGAR

Page 1 of 1

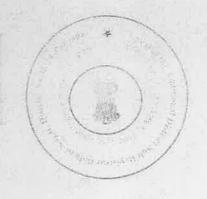
22/06/2012

STORESTAND DESCRIPTION



Certificate of Registration under section 60 and Rule 69.

Registered in Book -1 CD Volume number 11 Page from 9143 to 9164 being No 07682 for the year 2012;



Shot-sun-22 (next) deleaded AAATEISER BUS TOIATRIQ JAWOITIQQA AASAN NAHQIB R.S.C.A editio editio Ispned reeW