

Sold to...
Address...

27 JUL 2012

Value Sc High Court A.S

Hirald chitralkar.

Lali Kali Pada Chitralkar.

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ACCIDITION LESS KOLKINA 13 SEP 2012

The Part of

3.2 Iqbal Ali Kazi, son of Late Safer Ali Kazi, residing at Village Hariharpur, Post Office Mallickpur, Police Station Baruipur, Kolkata -700145, District South 24 Parganas

(collectively **Vendors**, includes successors-in-interest)

And

- 3.3 Darpad Promoters Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, 14, Netaji Subhash Road, Police Station Hare Street, Kolkata-700001 [PAN AAECD2509A], represented by its authorized signatory, Abinash More, son of Rajendra Pradsad Agarwala, 18A, Mayfair Road, Police Station Kariya, Kolkata-700019
- 3.4 Panorama Marketing Limited, a company incorporated under the Companies Act, 1956, having its registered office at Subham Unit No. 104, I, Sarojini Naidu Sarani, Police Station Park Street, Kolkata-700017 [PAN AABCP1466H], represented by its authorized signatory, Bajrang Lal Agarwal, son of Late Dulichand Agarwal, 2, Rowland Road, Police Station Karaya, Kolkata-700020.

(collectively Purchasers, includes successors-in-interest).

Vendors and Purchasers collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 3.7 (three point seven) decimal, more or less [equivalent to 2 (two) cottah 3 (three) chittack and 35 (thirty five) square feet, more or less], out of 27 (twenty seven) decimal, being a portion of R.S./L.R. Dag No. 53, recorded in L.R. Khatian No. 1739, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet (HGP), Sub-Registration District Baruipur, District South 24 Parganas, more fully described in the Schedule below, the Said Property being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendors have made the following representations and given the following warranties to the Purchasers regarding title:
- 5.1.1 Ownership of Amarendra Bhusan Sarkar: Amarendra Bhusan Sarkar was the recorded owner of land classified as sali (agricultural) measuring 8 (eight) decimal, more or less, out of 27 (twenty seven) decimal, being a portion of R.S./L.R. Dag No. 53, recorded in L.R. Khatian No. 1739, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Larger Property), free from all encumbrances.





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- First Sale to Arun Sharma: By a Deed of Conveyance dated 10th April, 1996, registered in the Office of the Additional Registrar of Assurances, Calcutta, in Book No. I, being Deed No. 2416 for the year 1996, Amarendra Bhusan Sarkar inter alia sold, conveyed and transferred land measuring 1.85 (one point eight five) decimal out of the Larger Property (Arun's Property), free from all encumbrances and for the consideration mentioned therein.
- Second Sale to Raj Kumar Sharma: By a Deed of Conveyance dated 10th April, 1996, registered in the Office of the Additional Registrar of Assurances, Calcutta, in Book No. I, being Deed No. 2415 for the year 1996, Amarendra Bhusan Sarkar inter alia sold, conveyed and transferred land measuring 1.85 (one point eight five) decimal out of the Larger Property (Raj Kumar's Property), free from all encumbrances and for the consideration mentioned therein.
- Sale to Kakali Sarkar: By a Deed of Conveyance dated 17th July, 2002, registered 5.1.4 in the Office of the Additional District Sub-Registrar, Baruipur, in Book No. I, Volume No. 75, at Pages 77 to 75, being Deed No. 4449 for the year 2002, Arun Sharma and Raj Kumar Sharma inter alia sold, conveyed and transferred Arun's Property and Raj Kumar's Property, collectively the Said Property, to Kakali Sarkar, free from all encumbrances and for the consideration mentioned therein.
- Purchase by Vendors: By a Deed of Conveyance dated 13th September, 2012, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, being Deed No. 10538 for the year 2012, the Vendors purchased the Said Property from Kakali Sarkar, free from all encumbrances and for the consideration mentioned therein.
- 5.1.6 Absolute Ownership of Vendors: In the circumstances mentioned above, the Vendors have become the undisputed and absolute owner of the Said Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the Panchayet Authority or Government or any Statutory Body.
- 5.2.2 No Excess Land: The Vendors do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- No Encumbrance by Act of Vendors: The Vendors have not at any time done or 5.2.3 executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- Right, Power and Authority to Sell: The Vendors have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.





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- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendors.
- 5.2.6 No Right of Pre-emption: No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, wakf, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors to the Said Property is free, clear and marketable.
- 5.2.9 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendors will sell the Said Property to the Purchasers free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchasers will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively Representations).
- 6.2 Surrender of Rights by Pushpadant Infrastructure Limited: Pushpadant Infrastructure Limited, having its registered office at Room No. 205, 2nd Floor, 10A, Hospital Street, Police Station Bowbazar, Kolkata-700072 [PAN AAFCP1441G] has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pushpadant Infrastructure Limited hereby surrenders/releases such claims in favour of the Purchasers.

Transfer

7.1 Hereby Made: The Vendors hereby sell, convey and transfer to the Purchasers the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the Schedule below, being, land classified as sali (agricultural) measuring 3.7 (three point seven) decimal, more or less [equivalent to 2 (two) cottah 3 (three) chittack and 35 (thirty five) square feet, more or less], out of 27 (twenty seven) decimal, being a portion of R.S./L.R. Dag No. 53, recorded in L.R. Khatian No. 1739, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District





- South 24 Parganas and the Said Property being delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon, **together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 Total Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.7,00,000/- (Rupees seven lac) paid by the Purchasers to the Vendors, receipt of which the Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debuttar, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Khas, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendors to the Purchasers.
- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.





ADDITIONAL CAR OF ASSURANCES-I, CLKATA 13 SEP 2012

- 8.5 Holding Possession: The Vendors hereby covenant that the Purchasers and their successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 Indemnity: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchasers and/or the Purchasers' successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchasers and/or the Purchasers' successors-in-interest and assigns by reason of any encumbrance on the Said Property.
- 8.7 No Objection to Mutation: The Vendors declare that the Purchasers shall be fully entitled to mutate the Purchasers' name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchasers as the constituted attorneys of the Vendors and empower and authorize the Purchasers to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendors undertake to cooperate with the Purchasers in all respect for causing mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 8.8 Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or their successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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Schedule (Said Property)

Land classified as sali (agricultural) measuring 3.7 (three point seven) decimal, more or less [equivalent to 2 (two) cottah 3 (three) chittack and 35 (thirty five) square feet, more or less], out of 27 (twenty seven) decimal, being a portion of R.S./L.R. Dag No. 53, recorded in L.R. Khatian No. 1739, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas, the Said Property being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North

: By R.S./L.R. Dag No. 47

On the East

: By R.S./L.R. Dag No. 49 (P) and 50 (P)

On the South

: By R.S./L.R. Dag No. 53 (P)

On the West

: By R.S./L.R. Dag No. 46

Periphery of Dag No. 53

On the North

: 34 (thirty four) feet

On the East

: 43 (forty three) feet

On the South

: 45 (forty five) feet

On the West

: 41 (forty one) feet

Together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian Nos.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Hariharpur	53	1739	27	3.7	Amarendra Bhusan Sarkar
			Total	3.7	





9. **Execution and Delivery**

9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

LT17 Lowan Ale Kareng Nie Per V Hirald Chitrakon.	by the Pen of Hirala chitralan
[Jman Ali Kazi]	[Jobal Ali Kazi]

[Vendors]

Bajrany a Agout

[Darpad Promoters Private Limited]

[Panorama Marketing Limited]

[Authorized Signatory] [Purchasers]

Dratus by! Raptarshi
Witnesses: Ali pore Court.

Signature: Hiralal Chifrakaz.

Signature Jayanta Lumor Kondoy Name: Jayanta Mondal alias Bapi Mondal

Name: HIRALAL CHITRAKR

Father's Name: Kali buda Chitrakan Father's Name: Krishna Pada Mondal

Address: VILL- Harihar pm. P.O-

Address: Village Baruli, Post Office Dakshin Gobindapur, Police Station Sonarpur Kolkata-700144

Mollicksm. P.S. Barnipas. -24. P.g. S. (S)



Receipt and Memo of Consideration

Received from the within named Purchasers the within mentioned sum of Rs.7,00,000/-(Rupees seven lac) towards full and final payment of the Total Consideration for sale of the Said Property described in the **Schedule** above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Cash	13.09.2012		7,00,000/-
- Maria - Indiana		Total	7,00,000/-

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Hiralal Chitrakar.

[Iman Ali Kazi]

[Vendors]

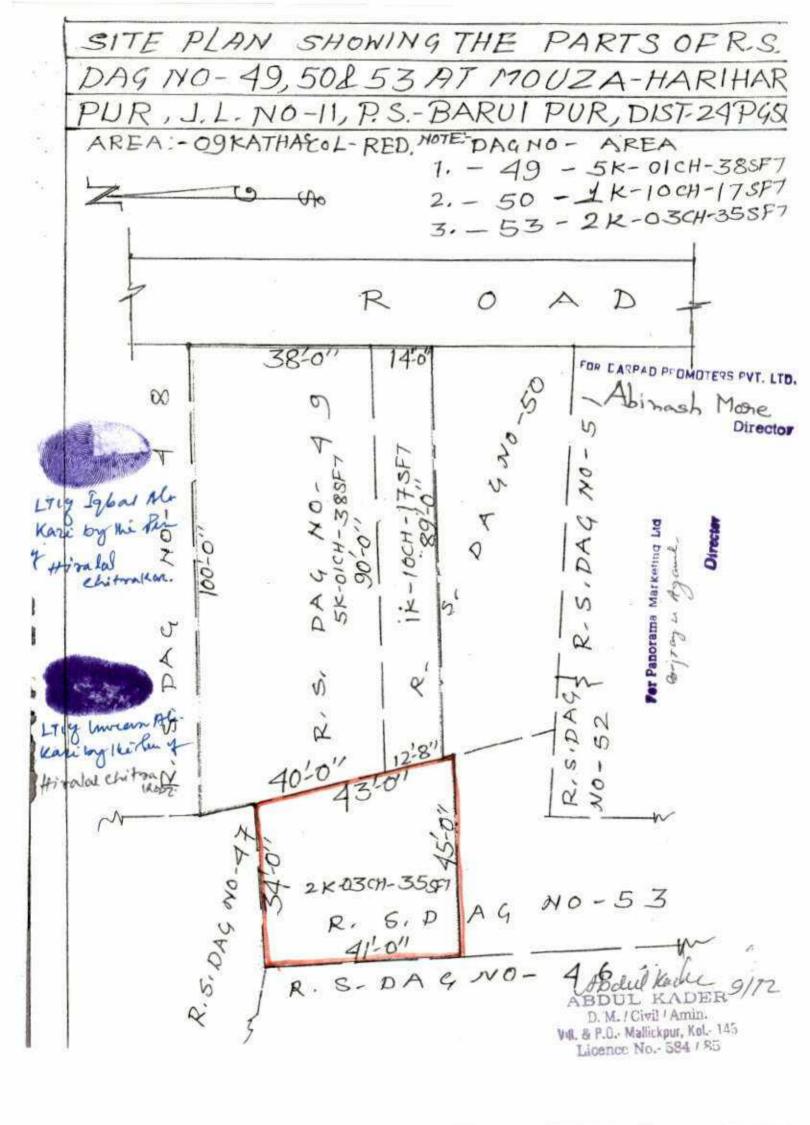
[Iqbal Ali Kazi]

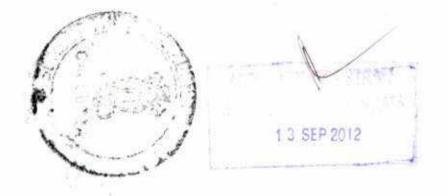
Witnesses:

Signature Hiralal Chitrakan. Signature Lafanta Luna Mondal

Name: HIRALAL CHITRAKAR, Name: Jayanta Mondal alias Bapi Mondal

1 3 SEP 2012





SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser Presentants					
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Abinash Me					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
	96					
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	Bifrog wagons			9		
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SPECIMEN FORM TEN FINGER PRINTS

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100 Fe						
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	(4)					
		Thumb	Fore	Middle (Right	Ring Hand)	Little
				31		
		Little	Ring	Middle (Left	Fore Hand)	Thumb
						. 12
		Thumb	Fore	Middle (Right	Ring Hand)	Little







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

Endorsement For Deed Number: I - 10539 of 2012

(Serial No. 07837 of 2012)

On 13/09/2012

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.-8,96,969/-

Certified that the required stamp duty of this document is Rs.- 44868 /- and the Stamp duty paid as: Impresive Rs.- 50/-

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

Presented for registration at 13.57 hrs on :13/09/2012, at the Office of the A.R.A. - I KOLKATA by Abinash More, one of the Claimants.

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

Execution is admitted on 13/09/2012 by

- Iman Ali Kazi, son of Lt Safer Ali Kazi, Village: Hariharpur, Thana:-Baruipur, P.O.:-MallickpurDistrict:-South 24-Parganas, WEST BENGAL, India, Pin:-700145, By Caste Muslim, By Profession:
 Others
- Iqbal Ali Kazi, son of Lt Safer Ali Kazi, Village:Hariharpur, Thana:-Baruipur, P.O.:-Mallickpur, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145, By Caste Muslim, By Profession Others
- 3. Abinash More

Authorised Signatory, Darpad Promoters Pvt Ltd, 14, Netaji Subhas Road, Kolkata, Thana:-Hare Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700001.

By Profession: Others

4. Bairang Lal Agarwal

Authorised Signatory, Panorama Marketing Limited, 1, Sarojini Naidu Sarani, Kolkata, Thana:-Park Street, P.O.:-, District:-Kolkata, WEST BENGAL, India, Pin:-700017.
, By Profession: Others

Identified By Hisalel Chi

Identified By Hiralal Chitrakar, son of Lt Kalipada Chitrakar, Village: Hariharpur, Thana: -Baruipur, P.O.: -Mallickpur ,District: -South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Service.

On 22/09/2012

Payment of Fees:

Amount By Cash

(Ashim Kumar Ghosh) ADDE: REGISTRAR OF ASSURANCE-I OF KOLKATA

> 7 NOV 2012 (Ashim Kumar Ghosh)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

EndorsementPage 1 of 2

17/11/2012 13:51:00



Government Of West Bengal Office Of the A.R.A. - I KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 10539 of 2012

(Serial No. 07837 of 2012)

Rs. 0.00/-, on 22/09/2012

Amount by Draft

Rs. 9954/- is paid, by the draft number 038110, Draft Date 15/09/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 22/09/2012

(Under Article: A(1) = 9856/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 22/09/2012)

Deficit stamp duty

Deficit stamp duty Rs. 44868/- is paid03810915/09/2012State Bank of India, DALHOUSIE SQUARE, received on 22/09/2012

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 17/11/2012

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, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 17/11/2012

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

17/11/2012 13:51:00

EndorsementPage 2 of 2

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. 07837 / 2012

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Abinash More 18 A, May Fair Road, Kolkata, Thana:-Karaya, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019	13/09/2012	LTI 13/09/2012	Abinash More 13/9/12

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Iman Ali Kazi Address -Village:Hariharpur, Thana:-Baruipur, P.O. :-Mallickpur,District:-South 24-Parganas, WEST BENGAL, India, Pin:-700145	Self	13/09/2012	LTI 13/09/2012 # /	LTI of Imman Ali Kasu by the Pen & Vald Chitoakar.
2	Iqbal Ali Kazi Address -Village: Hariharpur, Thana: Baruipur, P.O. :-Mallickpur, District: South 24-Parganas, WEST BENGAL, India, Pin: 700145	Self	13/09/2012	LTI long	y Igbal Ali Kon Mic Len. o rala chi trakon.
3	Abinash More Address -18 A, May Fair Road, Kolkata, Thana:-Karaya, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019	Self	13/09/2012	- C.	binash More
4	Bajrang Lal Agarwal Address -2, Rowland Road, Kolkata, Thana:-Bhawanipore, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700020	Self	13/09/2012	LTI 13/09/2012	Saltony to Again.

Name of Identifier of above Person(s)

Hiralal Chitrakar

Village: Hariharpur, Thana: -Baruipur, P.O.: -Mallickpur ,District: -South 24-Parganas, WEST BENGAL, India,

Signature of Identified with Daor

13 SEP notes

(Ashim Kumar Ghosh) ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - PKOLKATA

Dated this 13th day of Seplember, 2012

Between

Iman Ali Kazi & Anr. ... Vendors

And

Darpad Promoters Private Limited & Anr. ... Purchasers

CONVEYANCE

Portion of R.S./L.R. Dag No. 53 Mouza Hariharpur Police Station Baruipur District South 24 Parganas

Saha & Ray

Advocates 3A/1, 3rd floor Hastings Chambers 7C, Kiran Sankar Roy Road Kolkata-700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 22 Page from 167 to 183 being No 10539 for the year 2012.



(Ashim Kumar Ghosh) 20-November-2012 ADDL, REGISTRAR OF ASSURANCE-I OF KOLKATA Office of the A.R.A. - I KOLKATA West Bengal