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D.S.R.-III, Alipore South 24 Parganas

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deiswal K- Leward NIRMAL KUMAR LUNAWAT VETI-6265



Satya Shyamal Paul on of Lt Nirode chander Poul 34 Balligunge Circular Road P.S. (Karaya) Ballygunger Kolkata 700019 Refired

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# Government Of West Bengal Office Of the D.S.R.-III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 09700 of 2011 (Serial No. 10259 of 2011)

On

Payment of Fees:

On 13/12/2011

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

Presented for registration at 17.00 hrs on :13/12/2011, at the Private residence by Nirmal Kumar Lunawat ,Claimant.

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

Execution is admitted on 13/12/2011 by

- Smt. Ruby Law, wife of Lt Jadab Churn Law , 12, Ballygunge Park Road, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : Others
- Sharmistha Law, daughter of Lt Jadab Churn Law , 12, Ballygunge Park Road, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : Others
- 3. Nirmal Kumar Lunawat

Authorised Signatory, Forum Projects Private Limited, Pan No. Aadcs7575e, 3rd Floor, 4/1, Red Cross Place, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700001.

By Profession: Others

Identified By Satya Shyamal Paul, son of Lt Nirode Chandra Paul, 34, Ballygunge Circular Road, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700019, By Caste: Hindu, By Profession: Retired Person.

# **Executed by Attorney**

Execution by

 Sharmistha Law, daughter of Lt Jadab Chum Law, 12, Ballygunge Park Road, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O.: Pin:-700019 By Caste Hindu By Profession: Others, as the constituted attorney of Devalina Law is admitted by him.

Identified By Satya Shyamal Paul, son of Lt Nirode Chandra Paul, 34, Ballygunge Circular Road. Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O.:- Pin:-700019, By Caste: Hindu, By Profession: Retired Person.

( Rajendra Prasad Upadhyay ) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

On 14/12/2011

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( Rajendra Prasad Upadhyay )

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# Government Of West Bengal Office Of the D.S.R.-III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 09700 of 2011

(Serial No. 10259 of 2011)

# 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.

# Payment of Fees:

Amount By Cash

Rs. 0/-, on 14/12/2011

Amount by Draft

Rs. 5280035/- is paid , by the draft number 909856, Draft Date 12/12/2011, Bank Name State Bank of India, INDUSTRIAL FINANCE KOLKATA, received on 14/12/2011

(Under Article: A(1) = 5279989/-, E = 14/-, H = 28/-, M(b) = 4/- on 14/12/2011)

# 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.-480000000/-

Certified that the required stamp duty of this document is Rs.- 33600020 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

# Deficit stamp duty

Deficit stamp duty Rs. 33595020/- is paid, by the draft number 909855, Draft Date 12/12/2011, Bank Name State Bank of India, INDUSTRIAL FINANCE KOLKATA, received on 14/12/2011

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS





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( Rajendra Prasad Upadhyay )

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

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- 3.1 SMT. RUBY LAW, wife of Late Jadab Churn Law, by faith Hindu, by Nationality Indian, residing at 12, Ballygunge Park Road, Police Station Karaya, District South 24, Parganas, Kolkata 700 019, West Bengal, India, having Pan No. ABAPL2480J
- 3.2 DEVALINA LAW, daughter of Late Jadab Churn Law, by faith Hindu, by Nationality Indian, residing at 12, Ballygunge Park Road, Police Station Karaya, District South 24, Parganas, Kolkata -700 019, West Bengal, India, having Pan No. ABNPL7066P, represented by her constituted attorney Sharmistha Law, daughter of Late Jadab Churn Law vide registered Deed No. 1138 of 2011, registered in the office of the District Sub Registrar - III, Alipore.
- 3.3 SHARMISTHA LAW, daughter of Late Jadab Churn Law, by faith Hindu, by Nationality Indian, residing at 12, Ballygunge Park Road, Police Station Karaya, District South 24, Parganas, Kolkata -700 019, West Bengal, India, having Pan No. ABNPL8576E

(Collectively Vendors includes their successors-in-interest)

# AND

3.4. FORUM PROJECTS PRIVATE LIMITED, a Private Limited company under the Companies Act 1956, having its office at 4/1, Red Cross Place, 3<sup>rd</sup> Floor, Kolkata 700001 (Purchaser, which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and deemed to mean and included its successors-in-interest, successors-in- office and/or assigns), having its Pan No. AADCS7575E, represented by its Authorized Signatory NIRMAL KUMAR LUNAWAT son of Late Ganesh Mall Lunawat, by faith Hindu, by Nationality Indian, by occupation Service, residing at Ashalata Kunj, 672, Block O, 1<sup>st</sup> Floor, Kolkata 700053

Vendors and Purchaser, collectively Parties.

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### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- Subject Matter of Sale:
  - Description: Land measuring approximately 1[one] Bigha 5 (five) Cottahs and 4 (four) Chittacks together with old brick built dwelling house standing thereon situate, lying at and being Municipal Premises No. 12, Ballygunge Park Road, Kolkata - 700 019, Police Station previously Ballygunge at present Karaya, under the Additional District Sub Registrar Sealdah, District Registrar Alipore, District South 24 Parganas, within Municipal Ward No. 65 of the Kolkata Municipal Corporation being Assessee No. 110650200123 [Premises] together with all utility connections available in the Premises and all fixtures and fittings including pump, motor, electric meter and together with easement rights and all other rights, appurtenances and inheritances for enjoyment, access and user of the Premises, collectively described in the Schedule below (collectively Premises).
- Background, Representations, Warranties and Covenants of the 5. Vendors:
  - Representations, warranties and covenants on chain of title: 5.1
    - 5.1.1 Ownership of Tarini Churn Law son of Late Chandi Churn Law: Tarini Churn Law son of Late Chandi Churn Law was the owner of inter alia Land measuring approximately 1[one] Bigha 5 (five) Cottahs and 4 (four) Chittacks together with old brick built dwelling house standing thereon situate, lying at and being Municipal Premises No. 12, Ballygunge Park Road, Kolkata - 700 019, Police Station previously Ballygunge at present Karaya, under the Additional District Sub Registrar Sealdah, District Registrar Alipore, District South 24 Parganas, within Municipal Ward No. 65 of the Kolkata Municipal Corporation [Premises]
    - 5.1.2 Deed of Trust: The said Tarini Churn Law son of Late Chandi Churn Law ( since deceased), during his lifetime by a registered Deed of Trust dated 16th January 1945, registered in the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 35, Pages 129 to 136, being Deed No. 762 of 1945 (hereinafter referred to as the TRUST DEED ) amongst others, transferred the aforesaid

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Premises to be held in trust and the said Trust Deed inter alia provides that the Settler and the Trustee shall hold the trust properties which included the said Premises in trust for the benefit of the Settler's son Sri Jadab Churn Law and his heirs and that after the death of the Settler and the Trustee. the Trust Property shall devolve absolutely and forever upon the said Jadab Churn Law and his heirs, executors, administrators and legal representatives.

- 5.1.3 Demise of Tarini Churn Law and Devolution of Interest in respect of the Trust Property: The said Tarini Churn Law died intestate and upon his death the said Trust had come to an end and all the Trust Properties including the said Premises stood vested in his son Jadab Churn Law absolutely and forever;
- 5.1.4 Suit Filed Against said Jadab Churn Law: During the lifetime of Said Jadab Churn Law, his wife Smt. Ruby Law and his two daughters namely, Devalina Law and Sharmistha Law filed a suit in the Second Court of Munsif at Alipore being Title Suit No. 381 of 1983 inter alia for the following relief's:
  - 5.1.4.1 For a decree declaring that the Plaintiffs each have got equal share and right, title and interest in the Suit properties with that of the Defendant;
  - 5.1.4.2 For a decree declaring that Defendant has got no right to sell and to encumber, mortgage, transfer, lease out or alienate the Suit properties without written consent and permission of the Plaintiffs;
  - 5.1.4.3 For a decree for permanent injunction restraining the Defendant to transfer or encumbering the Suit properties to any person or persons without the written consent of the Plaintiffs;

5.1.4.4 For a decree for permanent injunction restraining the Defendant from disturbing possession of the Plaintiffs in the Suit properties and also restraining the Defendant from realizing rent or inducting any tenant in the Suit properties without the written consent of the Plaintiffs;

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clearance certificate from the Competent Authority under the Urban Land [Celling and Regulation] Act 1976 vide Memo No. 1079UL/XVI-883/93 dated 10th October, 1994.

- 5.1.10 Demise of Jadab Churn Law and Devolution of his Interest: Jadab Churn Law died intestate on or about 4th August 2005 leaving behind him surviving his wife Ruby Law [Vendor no. 3.1 herein] and his two daughters namely Devalina Law [Vendor No. 3.2 herein] and Sharmistha Law[Vendor No. 3.3 herein] who upon his death became entitled to the said Premises each one of them being entitled to undivided 1/3td (one third) share or interest therein.
- 5.1.11 Vendors: The Vendor No. 3.1 herein , the Vendor No. 3.2 herein and the Vendor No. 3.3 herein, collectively Vendors.
- 5.1.12 Possession of the Vendors: In the events as recited hereinabove the Vendors are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises each one of them being entitled to undivided 1/3rd (one third) share or interest in or upon the said Premises but Vendors are/were/physically possessing the land measuring 1 (one) Bigha 7 (seven) Cottahs 8 (eight) Chittaks and 34.82 (thirty four point eighty two) sq ft till date without any disturbance, claim and/or demand from any Party and/or Authority. The Vendors declare that they will not raise any claim whatsoever upon this excess land and all the present / future benefits of such excess physically possessed land, if any shall accrue to the Purchaser herein.
- 5.1.13 At or before the execution of this Deed of Conveyance the Vendors and each one of them have assured and represented to the Purchasers as follows:
- 5.1.13.1 THAT the Vendors alone are absolute owners of the said Premises.
- 5.1.13.2 THAT the Said Premises is free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever and that the said Premises is presently in khas possession of the Vendors.

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- 5.1.13.3 THAT the Vendors have a good marketable title in respect of the said Premises.
- 5.1.13.4 THAT no part or portion of the said Premises is subject to any notice of acquisition and/or requisition.
- THAT the Vendors have not entered into any agreement for 5.1.13.5 sale, transfer, lease and/or development nor have they created any interest of any third party into or upon the said Premises or any part or portion thereof.
- 5.1.13.6 THAT all the municipal rates taxes and other outgoings including electricity charges have been paid and/or shall be paid by the Vendors upto the date of execution of this Indenture.
- 5.1.14 Ownership of Vendors: Relying on the aforesaid representations and believing the same to be true and after going through deed and documents produced by the vendors to the Purchaser herein relating to the premises herby sold and on being fully satisfied the Purchasers have agreed to purchase and acquire the said Premises and/or the entirety of the right title interest of the Vendors into or upon the said Premises free from all encumbrances and charges for the consideration and subject to the terms and conditions hereinafter appearing.
- 5.1.15 True and Correct Representations: The Vendors are undisputed joint owners of the Premises, such ownership have been acquired in the manner stated in Clause 5.1.1 to 5.1.14 above, the contents of which are all true and correct.
  - 5.2 Representations, warranties and covenants on encumbrances:
    - 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition or requisition of the Premises and declares that the Premises is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

5.2.2 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the

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Premises or any part thereof can or may be impeached, encumbered or affected in title.

- 5.2.3 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 Premises to the Purchaser.
- 5.2.4 Free From All Encumbrances: The Premises is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, will, prohibitions, Income Tax attachment, financial institution charges 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 Vendor's predecessors-in-title and the title of the Vendors to the Premises is free, clear and marketable.
- 5.2.5 No Personal Guarantee: The Premises is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.6 No Bar by Court Order or Statutory Authority: There is no order of any Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Premises or any part thereof.

# 6. Transfer:

6.1 Conveyance: The Vendors hereby sell, convey and transfer the entirety of their right title and interest of whatsoever or howsoever nature in the Premises, being Land measuring approximately 1[one] Bigha 5 (five) Cottahs and 4 (four) Chittacks together with old brick built dwelling house standing thereon situate, lying at and being Municipal Premises No. 12, Ballygunge Park Road, Kolkata - 700 019, Police Station previously Ballygunge at present Karaya, under the Additional District Sub Registrar Sealdah, District Registrar Alipore, District South 24 Parganas, within Municipal Ward No. 65 of the Kolkata Municipal Corporation being Assessee No. 110650200123 [Premises] together with all utility connections available in the Premises and all fixtures and fittings including pump, motor, electric meter and together with

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easement rights and all other rights, appurtenances and inheritances for enjoyment, access and user of the Premises, described in the Schedule below to the Purchaser, free from all encumbrances and with vacant and peaceful possession.

6.2 Consideration: The sale, conveyance and transfer of the Premises is being made in consideration of a sum of Rs.48,00,00,000/- (Rupees Forty Eight Crore only ) paid to the Vendors, the entirety of which has been received by the Vendors and to admit and acknowledge which, the Vendors have executed the Receipt and Memo of Consideration below.

# Terms of Transfer:

- 7.1 Salient Terms: The transfer being effected by this Conveyance is:
  - 7.1.1 Sale: A sale within the meaning of the Transfer of Property Act, 1882.
  - 7.1.2 Absolute: Absolute, irreversible and perpetual.
  - 7.1.3 Free from encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, will, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
  - 7.1.4 Together with:
  - 7.1.4.1 All Other Appurtenances: All other rights the Vendors have in the Premises and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Premises.
  - 7.1.5 Subject to:

7.1.5.1 Indemnification: Indemnification by the Vendors about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser on expressed indemnification by the

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Vendors about the correctness of the Vendor's title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendors shall, at their own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

- 7.1.5.2 Transfer of Property Act: All obligations and duties of vendors and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8 Delivery of Possession: Khas, vacant and peaceful possession of the Premises has been handed over by the Vendors to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 9 Outgoings: All Municipal taxes, surcharge, outgoings and levies of or on the Premises, 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 agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 10 Holding Possession: The Vendors hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Premises 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- Indemnity: The Vendors hereby covenant that the Vendors or any person claiming under their in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or their successors-in-interest, of from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or their successors-in-interest by reason of any defect in title of the Vendors or any of the Representations being found to be untrue.

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- 12 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 cost of the Purchaser and/or their successors-in-interest, 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 Premises.
- 13 Photograph and fingerprints of the parties to this Deed of Conveyance is/ are depicted in a separate sheet and annexed hereto and marked "A"

Schedule (Premises) [Subject Matter of Sale]

Land measuring approximately 1[one] Bigha 5 (five) Cottahs and 4 (four) Chittacks together with old brick built dwelling house standing thereon situate, lying at and being Municipal Premises No. 12, Ballygunge Park Road, Kolkata - 700 019, Police Station previously Ballygunge at present karaya, under the Additional District Sub Registrar Sealdah, District Registrar Alipore, District South 24 Parganas, within Municipal Ward No. 65 of the Kolkata Municipal Corporation being Assessee No. 110650200123, delineated in the Plan annexed and bordered in colour Red thereon and butted and bounded as follows:

On the North By Premises No 15, Mayfair Road.

By Premises No 13, Ballygunge Park Road and On the East

12/1, Ballygunge Park Road .

On the South By Municipal Road Known as Ballygunge

> Park Road.

On the West By Premises No 11, Ballygunge Park Road.

Together with all utility connections available in the Premises and all fixtures and fittings including pump, motor, electric meter and together with easement rights and all other rights, appurtenances and inheritances

for enjoyment, access and user of the Premises.

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#### 14. Execution and Delivery:

In witness whereof the Vendors and Purchaser have executed and delivered this instrument of Conveyance on the day, month and year given above.

[SMT. RUBY LAW] [Vendor No. 3.1 herein]

Ruby Low.

Sharmistha Law as constituted attorney of Devalina Law

[ DEVALINA LAW] [Vendor No. 3.2 herein]

[ SHARMISTHA LAW] [Vendor No. 3.3 herein]

For Forum Projects : savem Limite.

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[FORUM PROJECTS PRIVATE LIMITED] [Purchaser]

Witnesses:

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# Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs.48,00,00,000/- (Rupees Forty Eight Crore only ) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring RUBY LAW	
909873	12.12.2011	SBI,Kolkata	Rs. 16,00,00,000/-		
909874	12.12.2011	SBI,Kolkata	Rs. 16,00,00,000/-	DEVALINA LAW	
909875	12.12.2011	SBI,Kolkata	Rs. 1,00,00,000/-	SHARMISTHA LAW	
209243	12.12.2011	Allahabad Bank,Kolkata Main Branch	Rs. 15,00,00,000/-	SHARMISTHA LAW	
			Total Rs. Rs.48,00,00,000/-		

Sharmistha Law as constituted attorney of Devalina Law

Ruby Law.

[SMT. RUBY LAW] [Vendor No. 3.1 herein]

[ DEVALINA LAW] [Vendor No. 3.2 herein]

[ SHARMISTHA LAW] [Vendor No. 3.3 herein]

Setye Shyamal Paul, 34 Ballyzinge Circular Road Kolkala 700019

Man Saker Kyestoly

Mani Sankar Roychowdhury Advocate

Room No.21, "Raja Chamber"

4, K.S. Roy Road, Kolkata -700001

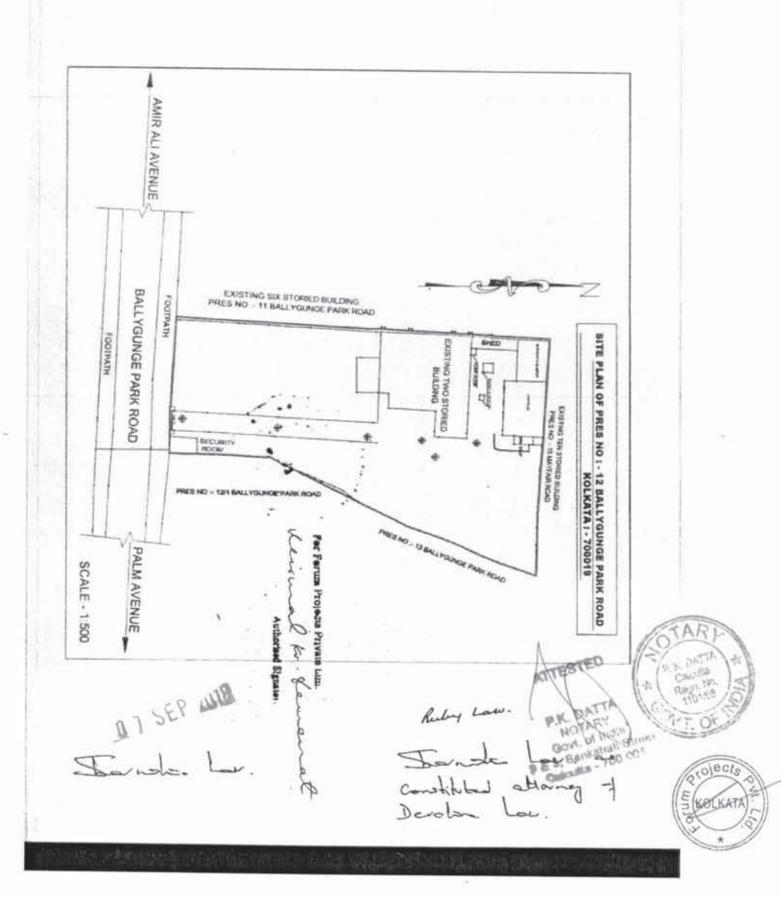
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# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 19 Page from 10259 to 10277 being No 09700 for the year 2011.



(Rajendra Prasad Upadhyay) 15-December-2011 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS Office of the D.S.R.-III SOUTH 24-PARGANAS West Bengal

CHECKED BY

Digitally signed by RAJANDRA PRASAD UPADHYAY Date: 2015.06.30 10:59:09 -07:00

Reason: Digitally e-Signing the Completion Certificate of the Deed.

Certified to be a true copy

District Sub-Registrar-III Alipore, South 24-Parganas

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P.K. DATTA NOTARY Govt. of Interest P & 3. Bankshall Street Open-ths - 700 004

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