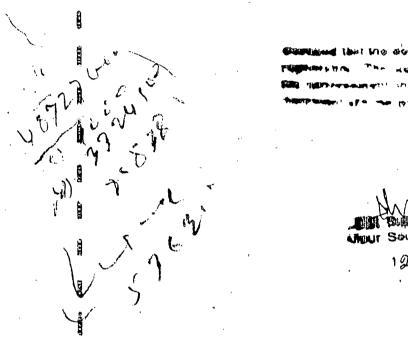


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19/05/2011

## **DEED OF CONVEYANCE**

THIS INDENTURE made this 2) st. day of February Two Thousand Eleven BETWEEN (1) SHRI TAPASH MOULICK son of Late Mohit Chandra Moulick, (PAN AEUPM7486C) (2) SMT. GARGI MOULICK, wife of Shri Tapash Moulick, (PAN ARNPM3654L) both are by faith-Hindu, by occupation No.1 Business, No.2 Housewife, by Nationality Indian,

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SL. No. 18653 DATE:

NAME:

Thrumala. Realcon Rvt. Lid.

ADD:

Shakesbeare Sarani Kol-17.

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TIRUMALA REALCON PUT LTD.

DIRECTOR

(SAURAV GARG)

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High Court, Calcutte

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both are residing at 1/1, Palm Avenue, Police Station- Karaya, Kolkata-700 019, hereinafter jointly referred to as the **VENDORS** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, legal representatives and/or nominees) of the **ONE PART.** 

## AND

TIRUMALA REALCON PVT. Ltd. (PAN AADCT7159D) a Company incorporated under the Companies Act, 1956 having its Registered Office at 51, Shakespeare Sarani, Police Station: Beniapukur, Kolkata – 700017 represented by its Director SHRI SAURAV GARG, son of Srī Govind Garg, by faith Hindu, by occupation Business, by Nationality Indian, residing at 51, Shakespear Sarani, Police Station: Beniapukur, Kolkata – 700017, hereinafter referred to as "the PURCHASER" (which term or expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, nominees and/or assigns) of the OTHER PART:

WHEREAS by a Deed of Conveyance (in Bangali Kobala) 20th day of March, 1950 made between Mohammad Sahid Sekh, Rajak Sekh, Israil, Masammat Samsu Bibi and Masammat Lal Bibi therein collectively referred to as the Vendors of the One Part Smt. Manjushree Moulick, wife of Shri Mohit Chandra Moulick( (since deceased) therein referred to as the purchaser of the Other Part and for the consideration mentioned therein and as such the Vendors therein named grated, sold, conveyed transferred, assigned and assured unto and in favour of the said Smt.

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Manjushree Moulick the purchaser mentioned therein in respect of ALL THOSE the piece or parcel Rayait Sthitiban land measuring about be the same little more or less 51 (fifty one) Decimals (satak) equivalent to 1(one) Bigha, 10 (ten) Cottahs 14(fourteen) chittaks 0(zero) sq.ft. Together with all easement and quasi-easements right and liberties in all respect lying and situated Mouza- Tangra, J.L. No.5, Touzi No. 340, 342, Revenue Survey No.N(G.D.4) comprised in Khatian No. 17/3 and Dag No. 521, 525 & 526 respectively formerly Police Station Tollygunge at present Police Station Tiljala within the limits of Kolkata Municipal Corporation Ward No.66, Kolkata – 700 046, District 24-Parganas (South) the said Deed of Conveyance (in Bengali Kobala) dated 20th day of March, 1950 was duly registered at Sadar joint sub-Registrar Alipore, District 24-Parganas and recorded in Book No.I, Volume No.67, Pages 215 to 223, Being No.4151 for the year 1950 absolutely forever;

AND WHEREAS by a Deed of Conveyance (in Bangali Kobala) day of 26th June, 1973 made between Shri Prabhas Chandra Singha, son of Late Purna Chandra Singha of 26/A, Padmapukur Road, Police Station – Bhowanipur, Kolkata therein referred to as the Vemdor and Smt. Muanjushree Moulick, wife of Shri Mohit Chandra Moulick therein referred as the Purchaser and for the consideration mentioned therein and as such the Vendor's thereinnamed granted sold conveyed transferred, assign and assured unto and in favour of the said Smt. Manjushree Moulick the purchaser thereinnamed in respect of ALL THOSE Rayait Sthitiban land measuring about be the same little more or less 69 (sixty nine) Decimals (satak) lying and situate at Mouza-Tangra, J.L. No.5, Touzi No. 340, 342, C.S. No. J.D. 49 comprised in

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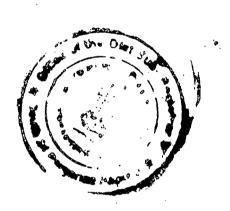
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Khatian No.17, 17/1, 17/2, 17/3 and 17/4 respectively, Dag Nos. 521, 522, 523, 525, 526 & 524/595 respectively within the limits of Kolkata Municipal Corporation Ward No.66, Police Station formerly Tollygunge at present Police Station Tiljala, Kolkata – 700 046, District – 24-Parganas (South). The said Deed of Conveyance (in Bengali Kobala) dated 26th day of June 1973 was duly Registered at Sub-Registrar Alipore District 24-Parganas and recorded in Book No.I, Volume No.74, Pages 164 to 167, Being No.2994 for the year 1973 absolutely forever;

AND WHEREAS by virtue of the aforesaid two registered Deed of Conveyance dated 20th day of March 1950 and the Deed of Conveyance dated 26th day of June, 1973 the said Smt. Manjushree Moulick was sole and absolute owner of ALL THOSE piece and parcel of Rayit Sthitiban land measuring about be the same little more or less 120 (one hundred twenty) Decimals (satak) together with all easement and quasi-easement rights and liberties lying and situate at Mouza-Tangra, Touzi No. 340, 342, C.S. No. J.D. 49, J.L. No.5, comprised in Khatian No.17, 17/1, 17/2, 17/3 and 17/4 respectively & Dag Nos. 521, 522, 523, 525, 526 & 524/595 respectively and being Kolkata Municipal Corporation Ward No.66, Police Station – Tiljala, Kolkata – 700 046, District 24-parganas (South);

AND WHEREAS the said Smt. Manjushree Moulick mutated her name in the Kolkata Municipal Corporation Assessment Registrar in respect of the aforesaid property and being number as Kolkata Municipal Corporation Premises No. 22, East Topsia Road, Ward No.66, Police

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Station Tiljala, Kolkata - 700 046, District - 24-Parganas (South) and paying all the rates and taxes whatsoever before the concern authority;

AND WHEREAS after that time to time so money adjacent plot holder encroaching some land of the said premises. Thereafter the said Smt. Manjushree Moulick, seized, possessed and well sufficiently entitled to ALL THOSE the piece or parcel of land measuring about 31 (thirty one) Cottahs 11(eleven) Chittacks 26 (twenty six) square feet together with 10,750 sq.ft. Tali & Asbestoss shed structure standing thereon consisting of seven tenants lying and situate at Mouza- Tangra, Touzi No. 340, 342, C.S. Plot No.J.D.49, J.L.No.5, comprised in Khatian No.17, 17/1, 17/2, 17/3 and 17/4, respectively Dag No. 521, 522, 523, 525 & 526 respectively and being Kolkata Municipal Corporation Premises No.22, East Topsia Road, within the Kolkata Municipal Corporation, Ward No.66, Police Station Tiljala, Kolkata – 700 046, District – 24-Parganas (South) and enjoying the said property without any interruption from any corner;

AND WHEREAS by a registered Deed of Conveyance (in Bengali Kobala) dated 18th day of march 1953 made between Sk. Kaloo and Sk. Khalil Miya both are sons of Late Abdul Sobhan therein referred to as the Vendors and Shri Nilmoni Mitra son of Late Ramesh Chandra Mitra therein referred to as the purchaser for the consideration mentioned therein the Vendors therein named granted sold, conveyed transferred, assigned and assured unto and in favour of the said Shri Nilmoni Mitra in respect of ALL THOSE piece and parcel of land measuring about 10(ten) Decimals (satak) equivalent to 5(five) cottahs 13(thirteen)

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chittaks 40(forty) sft. Be the same little more or less together with all easement and quasi-easements right and liberties lying and situate at Mouza Tangra, Touzi No.2883 Government khas Mohal Dihi 55 gram 4 Division "N" sub -Division Holding No.189 within the limits of Tollygunge Municipality out of 10(Ten) Decimals of land .06(Six) Decimals of land under Khatian No. 134, Dag No. 524 and .04(Four) Decimals of land under Khatian No. 17/4, Dag No. 524/595, Police Station Tollygung, District 24 Parganas. The said deed of Convency was duly registered at Sub-Registrar Alipore Sardar and recorded in Book No.I, Volume No.43, Pages 7to 10, Being No.1768 the year 1953 absolutely forever;

AND WHEREAS by virtue of the deed of conveyance dated 18th day of March 1953 the said Shri Nilmoni Mitra was sole absolute owner of ALL THOSE piece and parcel of land measuring about be the same little more or less 5(five) Cottahs 13(thirteen) Chittaks 40(fourth) sq.ft. land together with all easement and quasi-easement right and liberties and being Holding No. 189 within the limits of Tollygunge Municipality police station Tollygunge, District 24 Parganas;

AND WHEREAS by a registered deed of conveyance (in Bengali kobala) dated 15<sup>th</sup> day of October 1954 made between Shri Nilmoni Mitra, son of late Ramesh Chandra Mitra therein referred to as the Vendor and Shri Girija Kanta Bhattacharya son of Late Rohini Kanta Bhattacharya therein referred to as the purchaser and for the consideration mentioned therein and as such the vendor therein named granted, sold, conveyed, transferred, assign and assured unto and in favour of

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Girija Kanta Bhattacharya the Purchaser therein in respect of ALL THOSE piece and parcel and of land measuring about 10(Ten) Decimals equivalent to 5(five) cottahs 13(thirteen)chittaks 40(forty) sft. more or less together with al easement and quasi-easement rights and liberties lying and situate at Mouza Tangra, Touzi No.2883 government khas Mohal Dihi 55 gram 4 Division "N" sub-Division Holding No.189 within the limits of Tollygunge Municipality out of 10(Ten) Decimals of land .06(Six) Decimals of land under Khatian No. 134, Dag No. 524 and .04(Four) Decimals of land under Khatian No. 17/4, Dag No. 524/595, police Station Tollygunge, District 24 parganas. The said Deed of Conveyance (in Bengali Kobala) dated 15th day of October, 1954 was duly registered at Sub-Registrar Alipore, 24 Parganas and recorded in Book No. I, Volume No. 114, Pages 172 to 177, being No. 6960 for the year 1954;

AND WHEREAS thereafter the said Shri Girija Kanta Bhattacharya, son of Late Rohini Kanta Bhattacharya sold the aforesaid property to Smt. Manjushree Moulick, wife of Mohit Chandra Moulick by Registered Deed of Conveyance(in Bengali Kobala) on 30th day of April, 1975, where Shri Girija Kanta Bhattacharya, son of Late Rohini Kanta Bhattacharya therein referred to as the Vendor and Smt. Manjushree Moulick therein referred to as the purchaser and for the consideration mentioned therein the Vendor thereinnamed granted sold, conveyed transferred assign and assured unto and in favour of Smt. Manjushree Moulick ALL THOSE piece and parcel and of land measuring about 10(Ten) Decimals equivalent to 5(five) Cottahs 13(thirteen) Chittaks 40(forty) sft. more or less together with all easement and quasi-easement rights and

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liberties lying and situate at Mouza Tangra, Touzi No.2883 Government khas Mohal Dihi 55 gram 4 Division "N" Sub-Division comprised in Khatian No.134 and 17/4, Dag No.524 and 524/595 (out of 10 decimals of land, .06 decimals of land under Khatian No. 134, Dag No. 524 and .04 Decimal of land under Khatian No. 17/4, Dag No. 524/595) and being Kolkata Municipal Corporation Premises No.22A, East Topsia Road, within the limits of Kolkata Municipal Corporation Ward No.66, Police Station – Tiljala, Kolkata- 700 046, District 24-parganas (South). The said deed of Conveyance was registered at Subregistrar Alipore and recorded in Book No.I, Volume No.85, Pages 233 to 238, Being No.2354 for the year 1975;

AND WHEREAS by virtue of the registered Deed of Conveyance dated 30<sup>th</sup> day of April, 1975 the said Smt. Munjushree Moulick was sole and absolute owner in respect of the said property and mutated her name in the Kolkata Municipal Corporation Assessment Registrar as a owner thereof and the property being known and number as 22A, East Topsia Road, Ward No.66, Police Station Tiljala, Kolkata – 700 046 and paying all the rates and taxes whatsoever before concern Department and enjoying the said property without any interruption from any corner;

AND WHEREAS by a registered Deed of Gift (in Bengali) dated 26<sup>th</sup> day of May, 2004 corresponding to 12<sup>th</sup> day of Jaishta 1411 made between Smt. Manjushree Moulick wife of Late Mohit Chadnra Moulick of 1/1, Palm Avenue, Kolkata- 700 019, therein referred to as the Donor and Shri Tapash Moulick, son of Late Mohit Chadnra Moulick, residing at 1/1 Palm Avenue, Kolkata- 700 019 therein referred to as Donee and as

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such the natural Love and affection thereinnamed Donor granted conveyed transferred by way absolute gift in favour of her son Shri Tapash Moulick in respect of ALL THAT the piece or parcel of land measuring about 5 (five) Cottahs 13 (thirteen) Chittacks 40 (forty) square feet be the same little more or less together with 375 sq. ft. residential structure standing thereon lying and situated at Mouza-Tangra, Touzi No.2833, Government khas Mohal Dihi 55 (Panchanna) Gram, 4 Division 'N' Sub-Division comprised in Khatian No.134 and 17/4, Dag No. 524 and 524/595 (out of 10 decimals of land, .06 decimals of land under Khatian No. 134, Dag No. 524 and .04 Decimal of land under Khatian No. 17/4, Dag No. 524/595) being Kolkata Municipal Corporation Premises No.22A, East Topsia Road, Ward No.66, Police Station- Tiljala, Kolkata- 700 046, District 24 Parganas (South) absolutely forever and the thereinnamed Donee Shri Tapash Moulick accepted the said gifted property from her mother Smt. Manjushree Moulick with full satisfaction. The said registered Deed of Gift was duly registered at District Sub-Registrar -III, Alipore District 24-parganas (south) and recorded in Book No.I, Volume No.6, Pages 4288 to 4310 Being No.02755 for the year 2005;

AND WHEREAS by a 4 (four) registered Deed of Gift (in Bengali) dated 11th day of June, 2004, 21st day of June, 2004, 20th day of August, 2004 and 18th day of October, 2004 respectively made between Smt. Manjushree Moulick wife of Late Mohit Chadnra Moulick of 1/1, Palm Avenue, Kolkata-700 019, therein referred to as the Donor and (1) Shri Tapash Moulick, son of Late Mohit Chadnra Moulick, (2) Smt. Gargi Moulick, wife of Shri Tapash Moulick both are residing at 1/1 Palm

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Avenue, Kolkata- 700 019 therein jointly referred to as Donees and as such the therein named Donor her natural love and affection therein named Donees thereby conveyed, transferred to her entire property by way of absolute Gift in respect of ALL THAT the piece or parcel of land measuring about 31 (thirty one) Cottahs 11 (eleven) Chittacks 26 (twenty six) square feet be the same little more or less together with tali structure standing thereon lying and situate at & asbestos shed Mouza- Tangra, J.L.No.5 Touzi No.340 & 342, C.S. Plot No. J.D. 49, comprised under Khatian no.17, 17/1, 17/2, 17/3 and 17/4, respectively, Dag No. 521, 522, 523, 525, 526 and 524/595 respectively being Kolkata Municipal Corporation Premises No.22, East Topsia Road, Ward No.66, Police Station-Tiljala, Kolkata-700 046, District 24 Parganas (South) absolutely and forever the said gifted property was duly accepted to by the thereinnamed Donees jointly from the thereinnamed Donor with full satisfaction the said (1) Deed of Gift dated 11th day of June, 2004, 21st day of June 2004, 20th day of August 2004 and 18th day of October 2004 respectively was duly registered at District Sub-Registrar-III, Alipore District 24 Parganas (South) and Gift Deed dated 12.6.2004 respectively was duly recorded in Book No. I, Volume No.6, Pages 4192 to 4212, Being No. 02751 for the year 2005 (2) Deed of Gift dated 21st day of June, 2004 was duly registered at District Sub-Registrar-III, Alipore, District 24 Parganas (South) and (1) the registered Deed of Gift dated 11th day of June, 2004 is recorded in Book No. I, Volume No. 6, Pages 4192 to 4212 Being No. 02751, for the year 2005, (2) Gifted Deed dated 21.06.2004 and is recorded in Book No. I, Volume No.6, Pages 4213 to 4233, Being No. 02752 for the year 2005, (3) Deed of Gift dated 20th day of August, 2004 was duly registered at District

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Sub-Registrar-III, Alipore District 24 Parganas (South) and recorded in Book No.I, Volume No.6, Pages 4260 to 4287, Being No.02754 for the year 2005 and (4) Deed of Gift 18th day of October, 2004 is recorded in Book No. I, Volume No.6, Pages 4234 to 4259, Being No.02753 for the year 2005 respectively;

AND WHEREAS by virtue of the registered Deed of Gift dated 26th day of May, 2004 the said Shri Tapash Moulick was sole and absolute owner of ALL THAT the piece or parcel of land measuring about about 5 (five) Cotahs 13 (thirteen) Chittacks 40 (forty) square feet more or less together with all easement and quasi-easement rights and liberties lying and situate at Mouza-Tangra, Touzi No.2833, Government Khas Mohal dihi 55( Panchanna) Gram 4 Division, 'N' Sub-Division comprised in Khatian No.134 and 17/4, Dag No.524 and 524/595 being Kolkata Municipal Corporation Premises No. 22A, East Topsia Road, Ward No.66, Police Station-Tiljala, Kolkata-700 046, District 24 Parganas (South);

AND WHEREAS thereafter by a registered Deed of Gift dated 17th day of November, 2006 made between Shri Tapash Moulick, son of Late Mohit Chandra Moulick therein referred to as the Donor and Smt. Gargi Moulick wife of Shri Tapash Moulick therein referred to as the Donee and as such the natural love and affection of the Donor therein named upon the Donee therein granted conveyed transferred assign and assured unto by way of absolute Gift in respect of ALL THAT the undivided piece or parcel of land measuring about 1 (one) Cottah 8 (eight) Chittacks 0 (zero) square feet be the same little morer or less out

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of about 5 (five) Cotahs 13 (thirteen) Chittacks 40 (forty) square feet more or less be lying and situate at Kolkata Municipal Corporation Premises No.22A, East Topsia Road, Ward No.66, Police Station- Tiljala, Kolkata- 700 046, District- 24 Parganas (South) absolutely for ever. The Donee therein name accepted the gift with full satisfaction. The said Deed of Gift dated 17th day of November, 2006 was duly registered at Additional Registrar of Assurances-I, Calcutta and recorded in Book No. I, Volume No.I, Pages 1 to 24, Being No.17296 for the year 2006;

AND WHEREAS by a registered Deed of Gift dated 30th day of March, 2007 made between Shri Tapash Moulick, son of Late Mohit Chandra Moulick residing at 1/1, Palm Avenue, Kolkata-700019, therein referred to as the Donor and Smt. Gargi Moulick, wife of Shri Tapash Moulick residing at 1/1, Palm Avenue, Kolkata-700019, therein referred to as the Donee and as such the natural love and affection of the Donor therein upon the Donee therein named granted, conveyed, transferred, assign and assured unto in favour of the Donee by way of absolute Gift the land hereditament and structure ALL THAT in respect about 2 (two) Cottahs 2 1/2 (two and half) Chittacks 20 measuring (twenty) square feet out of about 5 (five) Cotahs 13 (thirteen) Chittacks 40 (forty) square feet little more or less lying and situate at Kolkata East Topsia Road, Ward Municipal Corporation Premises No.22A, No.66, Police Station-Tiljala, Kolkata-700 046, District - 24 Parganas (South) absolutely for ever and the said Donee therein named accepted the said Gifted property from the Donor therein with full satisfaction and the said Deed of Gift dated 30th day of March, 2007 was duly

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registered at Additional registrar of Assurances- I, Kolkata and recorded in Book No. I, Being No. 8382 for the year 2007.

AND WHEREAS by a another registered Deed of Gift dated 30<sup>th</sup> day of March, 2007 made between Smt. Gargi Moulick wife of Shri Tapash Moulick therein referred to as the Donor and Shri Tapash Moulick son of Late Mohit Chadnra Moulick therein referred to as the Donee and as such the natural love and affection of the Donor therein upon the Donee therein named granted conveyed transferred assign and assured unto in favour of the Donee byway of absolute Gift in respect of ALL THAT the land measuring about 12 (twelve) Chittacks of undivided land and structure out of 3 (three) Cottahs 10 ½ (ten and half) Chittacks 20 (twenty) square feet be the same little more or less lying and situate at Kolkata Municipal Corporation Premises No.22A, East Topsia Road, Ward No.66, Police Station- Tiljala, Kolkata- 700 046, District 24 Parganas (South) absolutely forever and the said Deed of Gift was duly registered at Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Being No. 8383 for the year 2007.

AND WHEREAS thereafter the said Shri Tapash Moulick and Smt. Gargi Moulick have jointly mutated and amalgamated the said two premises/ plot of land being Kolkata Municipal Corporation Premises No.22, East Topsia Road, and Kolkata Municipal Corporation Premises No.22A, East Topsia Road, both premises within the limits of Kolkata Municipal Corporation Ward No.66, Police Station-Tiljala, Kolkata-700 046 into a one Premises being known as Kolkata Municipal Corporation premises No.22, East Topsia Road, Ward No.66, being Assessee No.

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21-066-04-0025-4 Police Station-Tiljala, Kolkata- 700 046, District 24 Parganas (South) as a owners thereof;

AND WHEREAS thereafter the said Shri Tapash Moulick and Smt. Gargi Moulick has sanctioned the building plan upon the said premises from the Kolkata Municipal Corporation Building Department and being Building Permit/Sanction No. 2010070066 of 30.6.2010 in accordance with law;

AND WHEREAS now at present the said Shri Tapash Moulick and Gargi Moulick the Vendors herein have seized, possessed and otherwise and well sufficiently entitled to ALL THAT the piece or parcel of land measuring about 1 (one) Bigha, 17 (seventeen) Cottahs, 9 (nine) Chittaks 21 (twenty one) square feet be the same little more or less together with 40 years old Tin shed residential structure cemented floor measuring about 11,280 Sq.ft. (six thousand) covered area with tin shed covered garage 6000 sq. ft. more or less standing thereon lying and situate at Mouza-Tangra, Touzi No.340, 342 & 2833, J.L. No.5, Government Khas Mohal Dihi 55 (Panchanna) Gram 4 Division, 'N' Sub-Division, C.S. Plot No. J.D. 49 comprised under Khatian No.17, 17/1, 17/2, 17/3, 17/4 and 134 respectively Dag No. 521, 522, 523, 524, 525 & 526 Respectively, being Kolkata Municipal 524/595, Corporation Premises No.22 East Topsia Road, Ward No. 66, Assessee No. 21-066-04-0025-4 Police Station - Tiljala, Kolkata- 700 046, District - 24-Parganas (South) hereinafter referred to as the "SAID PREMISES" morefully particularly described in the SCHEDULE

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hereunder written and delineated in the map or plan annexed hereto as shown in **RED** Colour border line;

AND WHEREAS the Vendor approached the Purchaser and offered to sell convey and transfer the said Premises together with sanction Building Plan for the consideration hereinafter mentioned, with the intent that consequent to such sale and transfer all rights title interests claims demands and obligations of the Vendors to the extent of the said Premises, shall stand transferred unto and to the Purchaser and merge and extinguish in the ownership of Purchaser and the Purchaser agreed to purchase the same absolutely and forever free from all encumbrances and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Premises.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. 4,75,00,000/-(Rupees Four Crores Seventy Five Lacs) only of the lawful money of the Union of India in hand along with a office space on the 6th Floor, admeasuring about 4500 (Four Thousand Five Hundred) Sq.ft. super built-up area more or less togetherwith 1 (one) covered car parking in the basement with undivided undemarcated impartiable proportionate share and/or interest of the land underneath the building with all easement rights, liberties and privileges right to use and enjoyment of all common areas, amenities and facilities whatsoever of the said new building of the aforesaid premises well and truly by the Purchaser to the Vendors paid at or before the execution hereof (the receipt whereof the Vendors doth hereby as also by memo of consideration hereunder

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written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser in the said Premises and the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) and as hereinafter dealt with, the Vendors doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser ALL THAT the piece or parcel of Bastu land measuring about 1 (one) Bigha 17 (seventeen) Cottahs, 9 (nine) Chittacks 21(twenty one) square feet be the same little more or less together with 40 years old Tin shed, residential structure, cemented floor, measuring about 11,280 Sq.ft. covered area alongwith Tin shed, covered garage measuring about 6000 Sq.ft. (six thousand) standing thereon lying and situate Premises No.22, East Topsia Road, Ward No.66, Police Station-Tiljala, Kolkata-700 046, more fully described in the Schedule hereunder written and delineated in the Map or Plan annexed hereto as shown in RED Color border line AND all and entire ownership share rights title interest of the Vendors into or upon the said Premises TOGETHER WITH all rights benefits of sanction plan advantages appurtenances and appendages connected in the said Premises TOGETHER WITH like share in all and singular the intangible assets edifices fixtures gates courts courtyards compound walls areas sewers drains ways paths passages driveways fences hedges trees walls boundary walls water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the extent of his share in the said Premises belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof

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which now is or are or heretofore were or was held used occupied or enjoyed therewith AND all legal incidents thereof AND reversion or reversions remainder or remainders and the rents issues and profits thereof and all and every part thereof AND all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH all deeds pattahs muniments writings and evidence of title which in anywise relate to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be which now are or hereafter shall or may be in possession power or control of the Vendors or any other person or persons from whom the Vendors can or may procure the same without any action or suit TO HAVE AND TO HOLD the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters leases tenancies thika tenancies occupancy rights claims demands acquisition requisition alignment and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Premises, to the extent of the said Share in the said Premises.

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- II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows:
- (i) THAT notwithstanding any act deed matter or thing by the Vendors done committed executed or knowingly permitted or suffered to the contrary the Vendors has been and are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same.
- (ii) AND THAT 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 properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) AND THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors has now in himself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents.

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- (iv) AND THAT the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments leases tenancies occupancy rights restrictive covenants lispendens uses debutters trusts prohibitions 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 his predecessors-in-title.
- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.
- (vi) AND THAT free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition alignment claims demands and

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liabilities whatsoever or howsoever created by the Vendors or any person or persons claiming as aforesaid.

(vii) AND THAT the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors or their predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

(viii) AND THAT the Vendors shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Premises and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title

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as may be required by the Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.

(ix) AND ALSO THAT the Vendors shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered or incurred by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendors to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made by the Vendors herein being found to be untrue, incorrect, false or misleading.

## III. AND THE VENDORS DOTH HEREBY REPRESENT DECLARE CONFIRM AND ASSURE THE PURCHASER as follows:

a) That all municipal and all other rates and taxes in respect of the said Premises for the period upto the date hereof shall be the liability of the Vendors and the Vendors shall pay the same on a demand being made by the Purchaser and shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof.

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b) The purchaser has paid the entire payment through several post dated chaques as mentioned in the Memo of Consideration hereunder written which will be deposited on the specified dates, however incase of any dishonour of such cheques the Purchaser shall liable to pay the interest @10% to the Vendors till the date of encashment of such cheques.

# IV. IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- i) The Purchaser shall construct the Vendor's Constructed Areas and offer the same to the Vendors within 4 years from the date of execution of these presents for construction of new building or buildings at the said Premises and the Purchaser being in an unambiguous position to commence construction thereat, such period of construction shall be subject to force Majeure and reasons beyond the control of the Purchaser.
- ii) Under these presents the Purchaser herein shall have absolute right, title, interest over the sanction Building Plan/Permit being No. 2010060066 dated 30.6.2010.
- iii) For further modification/sanctioning of plan and acts incidental thereto, various permissions and approvals may be required to be obtained of whatsoever, which Purchaser shall be entitled to obtain in its own name and/or in the name of the Vendors and the Vendors shall fully co-operate with the Purchaser and sign execute and register all papers, documents, plans, declarations, affidavits, deeds, writings,

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instruments and other documentations as be required therefor from time to time.

- iv) In case so required by the Purchaser, the Vendors shall grant to Purchaser and/or its Directors and/or nominees a power of attorney for the purposes connected with sanctioning of plan or modification, alteration the same for construction of the new building/s, obtaining of utilities etc., as be required by the Purchaser.
- v) Upon the Purchaser constructing and completing the Vendor's Constructed Areas as aforesaid, the Purchaser shall give notice thereof to the Vendors to take physical possession of the same and the Vendors shall be deemed to have taken possession thereof on the date of expiry of the period to be specified in such notice irrespective of the fact whether actual physical possession is taken or not by the Vendors.
- vi) It is specifically mentioned that under these presents Vendors shall have absolute right to sell, gift, mortgage and any kind of transfer in respect of said office space on the 6th floor measuring about 4500 (Four Thousand Five Hundred) Sq.ft. together with one car parking space on the basement of the said building to any intending Purchaser/Purchasers without any objection of Purchaser, which shall be registerred by another agreement
- vii) In case of the office area allocated to the Vendors herein is more or less then such area shall be adjusted by way of consideration amount in by cash by mutual understanding between the parties hereto.

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THE SCHEDULE ABOVE REFERRED TO

(Description of the said premises hereby sold)

ALL THAT the piece or parcel of Bastu land measuring about 1 (one) Bigha, 17 (seventeen) Cottahs, 9 (nine) Chittaks 21 (twenty one) square feet be the same little more or less together with 40 years old Tin shed, residential structure, cemented floor, measuring about 11,280 Sq.ft. covered area alongwith Tin shed, covered garage measuring about 6000 Sq.ft. (six thousand) standing thereon lying and situate at Mouza - Tangra, Touzi No.340, 342 & 2833, J.L. No.5, Government Khas Mohal Dihi 55 (Panchanna) Gram 4 Division, 'N' Sub-Division, C.S. Plot No. J.D. 49 comprised under Khatian No.17, 17/1, 17/2, 17/3, 17/4 and 134 respectively Dag No. 521, 522, 523, 524, 524/595, 525 & 526 respectively being Kolkata Municipal Corporation Premises No.22 East Topsia Road, Ward No. 66, Assessee No. 21-066-04-0025-4 Police Station - Tiljala, Kolkata- 700 046, District - 24-Parganas (South) and delineated in the map or plan annexed hereto as shown in RED Colour border line and butted and bounded the following manner:-

**ON THE NORTH**: By Park Circus Connector;

**ON THE EAST**: By 20L, East Topsia Road;

**ON THE SOUTH**: By 2, South Tangra, Kolkata-700046;

**ON THE WEST** : By East Topsia Road.

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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 SEALED AND DELIVERED by

the abovenamed **VENDORS** at Kolkata in the presence of:

1) Rayas Barees, Advocate High Court, Calcutt. 1) Tapoh Monning

2) Georgi Mantick

2) Raji hay podrocale Alipere bolico Comb

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by

the abovenamed PURCHASER at Kolkata

in the presence of:

1) Rajas Borna Alvocab

High Cowit, Calcutz.

TIRUMALA REALCON PVT LŢD.

DIRECTOR

SIGNATURE OF THE PURCHASER

2) Raje Ram Achorat Acéptre Police Camb

Drafted by me:

Ray an Banua.

Advocate

High Court, Calcutta



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**RECEIVED** of and from the withinnamed Purchaser the withinmentioned sum of **Rs.4,75,00,000/-** (Rupees Four Crores Seventy Five Lacs) only being the consideration in full payable under these presents as per Memo written hereinbelow:

Rs. 4,75,00,000/-

#### MEMO OF CONSIDERATION

1) By A/C Payee Cheque No. 018052 dated 18.02.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata – 700 001 amounting to **Rs.50,00,000/-** (Rupees Fifty Lakhs) only in favour of Sri Tapash Moulick.

(Rs. 50,00,000/-

2) By A/C Payee Cheque No. 018053 dated 18.02.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata – 700 001 amounting to **Rs.50,00,000/-** (Rupees Fifty Lakhs) only in favour of Smt. Gargi Moulick.

(Rs. 50,00,000/-

3) By A/C Payee post dated Cheque No. 018054 dated 15.06.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to **Rs.50,00,000/**-(Rupees Fifty Lakhs) only in favour of Sri Tapash Moulick.

(Rs. 50,00,000/-

4) By A/C Payee post dated Cheque No. 018055 dated 15.06.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to Rs.50,00,000/-

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(Rupees Fifty Lakhs) only in favour of Smt. Gargi Moulick.

(Rs. 50,00,000/-

5) By A/C Payee post dated Cheque No. 018056 dated 15.09.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to Rs.50,00,000/-(Rupees Fifty Lakhs) only in favour of Sri Tapash Moulick.

Rs. 50,00,000/-

6) By A/C Payee post dated Cheque No. 018057 dated 15.09.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to **Rs.50,00,000/**-(Rupees Fifty Lakhs) only in favour of Smt. Gargi Moulick.

(Rs. 50,00,000/-

7) By A/C Payee post dated Cheque No. 018058 dated 15.12.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to Rs.37,50,000/-(Rupees Thirty Seven Lakhs Fifty Thousand) only in favour of Sri Tapash Moulick.

Rs. 37,50,000/-

8) By A/C Payee post dated Cheque No. 018059 dated 15.12.2011, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to Rs.37,50,000/-(Rupees Thirty Seven Lakhs Fifty Thousand) only in favour of Smt. Gargi Moulick.

Rs. 37,50,000/-

9) By A/C Payee post dated Cheque No. 018060 dated 02.04.2012, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to **Rs.50,00,000/**-(Rupees Fifty Lakhs) only in favour of Sri Tapash Moulick.

Rs. 50,00,000/-



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10) By A/C Payee post dated Cheque No. 018061 dated 02.04.2012, drawn on The Lakshmi Vilas Bank Ltd., Kolkata Branch, Kolkata-700001 amounting to Rs.50,00,000/-(Rupees Fifty Lakhs) only in favour of Smt. Gargi Moulick.

Rs. 50,00,000/-

TOTAL:

Rs.4,75,00,000/-

(Rupees Four Crores Seventy Five Lacs) only.

### **WITNESSES**:

1) Rajas Barua Advocate High Court, Calcutte. 1) Taput Amush

2) Hargi Kulick.

SIGNATURE OF THE VENDORS

2) Rajudaux Acépare lotice comb



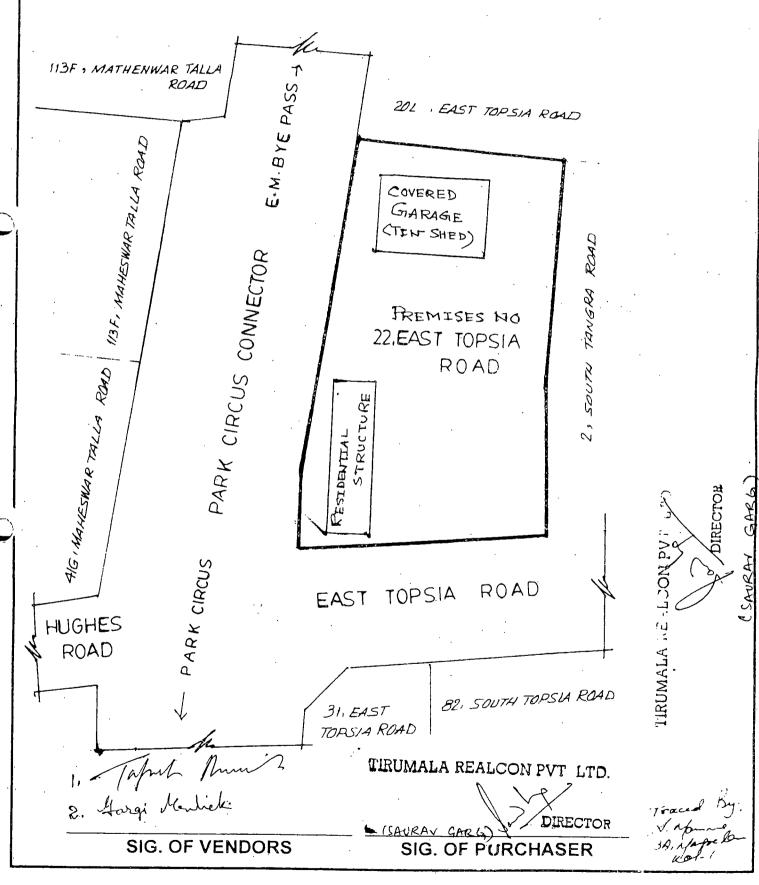
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DEED PLAN OF BASTU LAND MEASURING ABOUT SAI 9 CH. - 21 SQ.FT. MORE OR LESS WITH COVERED AREA 11280 SQ.FT. 40 YEARS OLD RESIDENTIAL STRUCTURE WITH 6000 SQ.FT. TIN SHED COVERED GARAGE AT K.M.C. PREMISES NO. 22, EAST TOPSIA ROAD, WARD NO. 66, P.S. - TILJALA, KOLKATA - 700 046, DIST. - 24 PARGANAS (S). AREA OF LAND & STRUCTURES AS SHOWN IN REDUCOLOUR BORDER LINE.

SCALE = 1:600







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## SPECIMEN FORM FOR TEN SINGERPRINTS

	Left Hand	Litale Finger	Ring Fingor	Middle Finger Leit Hand	Fore Finger Left Hand	Thumio
		Thumb	Fore Finger	Middle Finger Right Hand	Ring Finger Right Hand	Little Finger
Name <i>JAPAS H</i> Signalure <i>Jafah</i>	1					
		Little Finger	Ring Flager	Middle Finger Left Hand	Fore Finger Left	Thumb
	Left Hand					
		Thumb ,	Fore Finger	Middle Finger Right Hand	Ring Finger Right Hand	Little Finger
Name 4 AR Signature	Hight Hand  FIT Mounte  Landick					9
	Left Hand	Little Finger	King Finger	Middle Finger Left Hand	Fore Finger Left Hand	Thumb
		Thumb	Fore Firger	Middle Finger Right Hand	fling Finger Right Hand	Little Finger
Name SAUR Signature	Right Hand				1	**************************************
Elexie	Lest Hand	Little Finger	Ring Finger	Mid-Jle Finger Left Hand	Fore Finger Left Hand	Thumb
		Thuab	Fore Finger	Middle Finger Right Hand	Ring Finger Right Hand	Littie Finger
Name Signature	Right Hand					



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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 - 03681 of 2011

(Serial No. 01479 of 2011)

On

### Payment of Fees:

On 21/02/2011

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

Presented for registration at 18.10 hrs on :21/02/2011, at the Private residence by Shri Tapash Moulick, one of the Executants.

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

Execution is admitted on 21/02/2011 by

- 1. Shri Tapash Moulick, son of Late Mohit Chandra Moulick, 1/1, Palm Avenue, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019, By Caste Hindu, By Profession: Business
- 2. Smt. Gargi Moulick, wife of Shri Tapash Moulick , 1/1, Palm Avenue, Kolkata, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : House wife
  - Shri Saurav Garg
     Director, Tirumala Realcon Pvt. Ltd., 51, Shakespear Sarani, Kolkata, Thana:-Beniapukur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700017

     By Profession : Business

Identified By Rajas Barua, son of ..., High Court Calcutta, District:-South 24-Parganas, WEST BENGAL, India, P.O. :-, By Caste: Hindu, By Profession: Advocate.

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

#### On 22/02/2011

## 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.-48727400/-

Certified that the required stamp duty of this document is Rs.- 3410938 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

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

On 12/05/2011

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

EndorsementPage 1 of 2

12/05/2011 17:00:00



## Government Of West Bengal

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

## Endorsement For Deed Number: I - 03681 of 2011

(Serial No. 01479 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. 536043/-, on 12/05/2011

(Under Article: A(1) = 535997/-, E = 14/-, H = 28/-, M(b) = 4/- on 12/05/2011)

#### **Deficit stamp duty**

Deficit stamp duty

1. Rs. 85838/- is paid, by the draft number 065218; Draft Date 16/04/2011, Bank Name State Bank of India, SHAKESPEAR SARANI, received on 12/05/2011

Rs. 3324100/- is paid, by the draft number 064767, Draft Date 24/02/2011, Bank Name State Bank of India, SHAKESPEAR SARANI, received on 12/05/2011

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

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

EndorsementPage 2 of 2

12/05/2011 17:00:00

## 'ertifica... of Registration under section 60 and Rule 69.

Registered in Book +1 CD /orane number 7 ≈a je from 6718 to 6751 being No 03681 for the year 2011.



`ajendra Prasad Upadhyay) 12-May-2011
TRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS ide of the D.S.R.-III SOUTH 24-PARGANAS

West Bengal

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