

शन्तिश्रैवका पश्चिम बंगाल WEST BENGAL

T 645167

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STATE OF



Certified that the Document is admitted to Registra sheet and the endor are the part of his Document.

Additional Registrar of Assurances-II, Kolkata

THIS INDENTURE made on this 27day of September Two Thousand and Fourteen

BETWEEN

RAIYAN HOTELS & RESORTS PRIVATE LIMITED (formerly known as Referral-Software Private Limited), a company incorporated under the Companies Act. 1956, having its registered office at 5A. Royd Street, Kolkata - 700 016, represented by its director Mr. Partha Sarathy Dey, son of Mr. Raghunath Dey, residing at 18, Dover Road, Kolkata - 700 019, hereinafter referred to as the "VENDOR" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor(s) in interest and assigns) of the FIRST PART;

AND

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201415-000787762-2

Payment Mode

Counter Payment

GRN Date: 26/09/2014 13:52:41

Bank:

Union Bank of India

BRN:

A389397

BRN Date: 26/09/2014 05:07:06

DEPOSITOR'S DETAILS

ld No.: 1902L000029021/5/2014

[Query No./*/Query Year]

Name:

UNRIVALLED PROJECTS PVT LTD

Mobile No.:

+91 9051710145

Contact No.: E-mail:

DEVAJYOTI@ARYAREALTY.IN

Address:

4, FAIRLIE PLACE, ROOM NO. 102, KOLKATA -700001

Applicant Name:

Alok Samanta

Office Name ;

A.R.A. - II KOLKATA, Kolkata

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Requisition Form Filled in Registration Office

PAYMENT DETAILS

SI. No.	Identification	Head of A/C	Head of A/C	Amount[₹]
51. 140.	No.	Description		
		Property Registration- Stamp duty	0030 02-103-003-02	⁵ 15120020
1	1302200000	Property Registration- Registration Fees	0030-03-104-001-16	2376014
2	1902L000029021/5/2014	Property Registration Registration		
	3733	107-1-1		17496034

Total

In Words:

Rupees One Crore Seventy Four Lakh Ninety Six Thousand Thirty Four only

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan Form

GRN:

19-201415-000787762-2

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Counter Payment

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Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Requisition Form Filled in Registration Office

PAYMENT DETAILS

PAYMEN	T DETAILS		Lined of AIC	Amount[₹]
Sl. No.	Identification No.	Head of A/C Description	Head of A/C	
			0030-02-103-003-02	15120020
	1902L000029021/5/2014	Property Registration- Stamp duty		2376014
1	1902200000 1902 11	Property Registration- Registration Fees	0030-03-104-001-16	
2	1902L000029021/5/2014	T Opan y y		17496034
		Total		1743000

In Words:

Rupees One Crore Seventy Four Lakn Ninety Six Thousand Thirty Four only





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

Endorsement For Deed Number: I - 12921 of 2014 (Serial No. 12310 of 2014 and Query No. 1902L000029021 of 2014)

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

Siddhant Presented for registration at 14.30 hrs on :27/09/2014, at the Private residence by Mr Arya ,Claimant.

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

Execution is admitted on 27/09/2014 by

- Director, Raiyan Hotels & Resorts Pvt Ltd, 5 A, Royd Street, Kol, District:-Kolkata, WEST BENGAL, Mr Partha Sarathy Dey India, Pin:-700016. , By Profession : Business
- Authorised Signatory, Unrivalled Projects Pvt Ltd, 4, Fairlie Place, 1st Floor, Room- 102, Kol, Mr Siddhant Arya District:-Kolkata, WEST BENGAL, India, Pin:-700001.

Identified By R Dey, son of -, High Court Cal, Kol, District:-Kolkata, WEST BENGAL, India, By Caste: , By Profession : Others Hindu, By Profession: Advocate.

On 04/10/2014

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-21,60,00,001/-

Certified that the required stamp duty of this document is Rs.- 15120020 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Dinabandhu Roy) ADDL. REGISTRAR OF ASSURANCES-II

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 23,76,014/- paid online on 26/09/2014 5:07AM with Govt. Ref. No. 192014150007877622 on 26/09/2014 1:52PM, Bank: Union Bank of India, Bank Ref. No. AA389397 on 26/09/2014 5:07AM, Head of Account: 0030-03-104-001-16, Query No:1902L000029021/2014

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Govt. Ref. No. 5:07AM with Stamp duty Rs. 1,51,20,020/- paid online on 26/09/2014 192014150007877622 on 26/06/2014 1:52PM, Bank: Union Bank of India, Bank Ref. No. AA389397 on 26/09/2014 5:07AM, Head of Account 0030-02-103-003-02, Query No:1902L000029021/2014

2 0 oct 2019

(Dulal chandraSaha) ADDL. REGISTRAR OF ASSURANCES-II EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 12921 of 2014 (Serial No. 12310 of 2014 and Query No. 1902L000029021 of 2014)

> (Dulai chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II

On 20/10/2014

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.

(Dulai chandra Saha) ADDL. REGISTRAR OF ASSURANCES-II



2 0 ccr 2014

(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 2 of 2

UNRIVALLED PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 4, Fairlic Place, 1st floor, Room No. 102, Kolkata - 700 001, represented by its authorized signatory Mr. Siddhant Arya, son of Sri Raju Arya, , residing at P-95 Lake View Road, Kolkata - 700 029, hereinafter referred to as the "PURCHASER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor(s) in interest and assigns) of the SECOND PART;

WHEREAS:

- A. One Sudhir Kumar Bhose (since deceased) during his lifetime was absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to land containing an area of 2 (two) bighas, 3 (three) cottahs and 13 (thirteen) chittacks, a little more or less, together with a two storeyed dwelling house and structures standing thereon, situate and lying at the then premises No.5A, Royd Street, Kolkata 700 016, hereinafter referred to as the "Larger Premises, free from all encumbrances."
- B. The said Sudhir Kumar Bhose died on or about 4th June 1971 having made his last will and testament dated December 15, 1970 registered with the office of the Sub Registrar of Assurances, Calcutta and recorded in Book No. III, Volume No. 6, Pages 27 to 31, being no. 342 for the year 1970 (hereinafter referred to as the said WILL) whereby and whereunder the said Sudhir Kumar Bhose devised and bequeathed the said Larger Premises unto and in favour of his eldest son Prafulla Kumar Bhose and appointed the said Prafulla Kumar Bhose as the sole executor and trustee of the said Will.
- C. The Probate of the said Will was applied for and obtained by the said Prafulla Kumar Bhose from the High Court at Calcutta in case no. 62 of 1972 on 21st September 1972 and administration of the estate of the said Sudhir Kumar Bhose (since deceased) was duly completed.
- D. In pursuance to the aforesaid, the said Prafulla Kumar Bhose became absolutely entitled to the said Larger Premises.
- E. By an Indenture of Sale dated September 2, 1983 registered with the office of Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 290, Pages 192 to 207, being no. 8905 for the year 1983, the said Prafulla Kumar Bhose sold and transferred a portion of the said Larger Premises containing a land area

Indenture of Sale dated September 2, 1983 was subsequently separated from the said Larger Premises and renumbered as Municipal Premises No.5B, Royd Street, Kolkata.

- G. By an Indenture of Sale dated 25th September 2006 registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. I, Pages 1 to 73, being no. 9720 for the year 2007, the said Prafulla Kumar Bhose sold and transferred a land area admeasuring about 29 (twenty nine) cottahs, little more or less out of the said Larger Premises, unto and in favour of the Vendor herein.
- H. By an Indenture of Sale dated 31st July, 2009 registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, CD Volume No. 17, Pages 2852 to 2865, being no. 8018 for the year 2009, the said Prafulla Kumar Bhose further sold and transferred a land area admeasuring about 1 (one) cottah 15(fifteen) chittacks 7(seven) sq, ft., little more or less out of the said Larger Premises, unto and in favour of the Vendor herein.
- The portion of the said Larger Premises containing an aggregate land area of about 30 (thirty) cottahs 15 (fifteen) chittaks and 7 (seven) square feet, more or less together with the building/ structures standing thereupon, transferred to the Vendor herein by the said Prafulla Kumar Bhose in pursuance of the aforesaid 2(two) separate Indentures dated 25th September 2006 and 31st July, 2009 respectively, is now numbered and assessed as the Municipal Premises No. 5A, Royd Street, Kolkata 700 016 (hereinafter referred to as the said PREMISES and more morefully and particularly described in FIRST SCHEDULE hereunder written and delineated in the plan hereto annexed as Annexure A and shown surrounded by a red colour boundary line.
- J. The buildings/ structures at the said Premises comprise one main building containing ground plus one floors (first floor of which has been occupied by one Phulrani Burman), a side building containing ground plus one floors (occupied fully by one Billu Burman), and a temporary asbestos shed occupied by the said Billu Burman.
- K. The said Billu Burman and Phulrani Burman occupying various parts and portions of the said Premises are hereinafter for the sake of brevity collectively referred to as the said TENANTS/ OCCUPANTS (details whereof shall appear from the SECOND SCHEDULE hereunder written).

- M. At or before execution of these presents the Vendor has represented and assured the Purchaser as follows:-
 - That the Vendor is the sole and absolute owner of entirety of the said Premises.
 - There is no restraining order upon the Vendor to sell transfer convey and assign the said Premises or portion thereof;
 - iii) The said Premises is free from all encumbrances charges mortgages liens trusts attachments alignments acquisitions requisitions debuttars and lispendenses whatsoever and howsoever excepting the occupation of the Tenants/ Occupants;
 - iv) The Vendor has not entered into any agreement for sale or transfer or otherwise created third party interest in respect of the said Premises with any person other than the Purchaser herein;
 - v) Neither the Vendor nor its predecessor(s) in title have at any time held any land in excess of the prescribed ceiling limit under the Urban Land Ceiling Act 1976, and/or any other statute, central, state or local;
 - vi) No part or portion of the said Premises is the subject of any vesting order or acquisition by any government and/or authority, statutory or otherwise;
 - vii) There are no legal or other proceedings pending in respect of any part or portion of the said Premises and/or against the Vendor and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc. against the said Premises;
 - viii) The said Premises or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Vendor and the said Premises is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand;
 - ix) No suit and/or any other proceedings and/or litigations of material effect are pending against the Vendor or in respect of the said Premises or any part thereof and that the said Premises is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature

- xi) The Vendor has full right, power and authority to sale and transfer the said Premises:
- xii) The name of the Vendor has been duly recorded as the owner of the said Premises in the records of the Kolkata Municipal Corporation under assessee no. 110634500042.
- N. Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the said Premises at and for the consideration and subject to the terms and conditions hereinafter appearing.
- O. The Purchaser has already made payment of the part consideration amount of Rs. 8,21,00,000/= (Rupees Eight Crore Twenty Lacs only) out of the said Consideration Amount on or before execution of these presents and has agreed to pay the balance consideration amount within the periods as decided by the Purchaser and stipulated in the THIRD SCHEDULE hereunder written subject to the performance of the obligations of the Vendor.
- NOW THIS INDENTURE WITNESSSETH THAT in pursuance of the said T. Agreement and in consideration of a sum of Rs. 21,60,00,000/= (Rupees Twenty One Crore Sixty Lacs only) paid/ payable by the Purchaser to the Vendor in the manner as decided by the Purchaser and detailed in the THIRD SCHEDULE hereunder written, the Vendor doth hereby indefeasibly grant sell transfer convey assign release and assure ALL THAT the Municipal Premises No. 5A Royd Street, Kolkata -700016 TOGETHER WITH buildings/ structures standing thereon (hereinafter referred to as the said PREMISES and more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and delineated in the plan hereto annexed as Annexure A and shown surrounded by a red colour boundary line) unto and in favour of Purchaser free from all encumbrances mortgages charges lines trusts lis pendences attachments acquisitions requisitions alignments tenancies and debuttars but subject to the occupation of the said Tenants/ Occupants (details whereof shall appear from the SECOND SCHEDULE hereunder written) AND the said Premises or any part or portion thereof now is or arc or at any time or times heretofore was or were butted and bounded called known numbered described or distinguished TOGETHER WITH all benefits and advantages of ancient and other lights all yards courtyards areas sewers drain ways water courses ditches fences paths

or appertaining or enjoyed or reputed to belong or appertain thereto AND the reversion or reversions remainder or remainders and all the rents issues and profits of the said Premises or any of any and every part thereto AND all the legal incidence thereof AND all the estate right title interest inheritance possession use trust property claims and demands whatsoever both at law and in equity of the Vendor into or upon and in respect of the said Premises or any and every part thereof herein comprised and hereby sold granted and transferred TO HAVE AND TO HOLD the said Premises hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely.

- Premises excepting the portion occupied by Phulrani Burman on the first floor of main building thereof and the portions occupied by Billu Burman in the side building and also the temporary asbestos shed, in favour of the Purchaser simultaneously with the execution of these presents AND THAT it is expressly confirmed and declared by the Vendor that the Vendor has entered into agreements/instruments with the said Tenants/ Occupants for obtaining surrender and release of all rights title and interest whatsoever in nature including the tenancy/ occupation rights of the said Tenants/ Occupants AND THAT it is further agreed that the Purchaser shall be entitled to obtain surrender and release of all rights title and interest whatsoever in nature including the tenancy/ occupation rights of the said Tenants/ Occupants and also obtain vacant possession of the portions respectively occupied by them.
- III. AND THAT it is declared by the Vendor that the Vendor has caused to obtain various consents, approvals and clearances from the concerned authorities for development of the said Premises AND THAT the Purchaser shall be fully entitled to the benefits of such consents, approvals and clearances obtained in the name of the Vendor and shall be further entitled to apply for and obtain sanction of the plan and/or apply for and obtain revision/modification/extension for such plan and/or file necessary application under the prevailing Building Rules of the Kolkata Municipal Corporation Act 1980 before the Kolkata Municipal Corporation and other concerned authorities as deemed necessary and proper AND THAT the Purchaser shall be fully entitled to commence and complete the development work of the said Premises and obtain completion/ occupancy certificate to such effect in the name of the Vendor.

the Purchaser in the manner as aforesaid and on the terms and conditions as aforesaid AND THAT the Purchaser shall and may at all times hereafter at its own costs charges and expenses peaceably and quietly enter into hold possess and enjoy the said Premises and receive and take all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for it or from under or in trust for any of its predecessors in title or any of them.

- AND THAT the said Premises or any portion thereof is not affected by any V. attachment including the attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever and there is no certificate case or proceedings against the Vendors or any of them for realisation of the arrears of Income Tax or Wealth Tax or Gift Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force AND THAT the said Premises or any portion thereof is not affected by any notice or scheme of acquisition requisition or alignment of any public bodies or authorities AND THAT there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 upon the Vendor or any of them to sell and transfer the said Premises AND THAT the Vendor or its predecessor(s) in title has no residue or subsisting rights or claim upon the said Larger Premises or any part or portion thereof AND THAT the Vendor at the request of the Purchaser shall do act and perform all acts deeds and things as reasonably required to be done acted and performed for more perfectly conveying and transferring the title of the said Premises unto and in favour of the Purchaser.
- VI. AND THAT the Vendor doth hereby nominate and constitute the Purchaser as its constituted attorney to do, act and perform all such deeds, matters and things and assurances whatsoever in respect of the said Premises as the Purchaser may so determine as its sole discretion including but not limited to execution and registration of deeds, documents, deed of rectification etc. pertaining to the sale and transfer of the said Premises and also such acts, deeds and things for perfectly conveying and transferring the title of the said Premises unto and in favour of the Purchaser.
- VII. AND THAT the future rates taxes and other impositions and/ or outgoings in respect of the said Premises shall be payable by the Purchaser AND THAT all the cost and expenses of stamp duty and registration charges for the purpose of registration of

THE FIRST SCHEDULE ABOVE REFERRED TO:

(PREMISES)

All that the entire land together with 2 (two) storied old brick built dwelling house, several servant's quarters and several out houses, along with garages, pathway, boundary walls etc. standing thereon, containing of total covered area of about 14000 Sq.Ft. more or less, measuring the total land area of 30 (thirty) cottahs 15 (fifteen) chittacks and 7 (seven) square feet, be a little more or less, situated at and being known and numbered as Municipal Premises No.5A, Royd Street, Police Station Park Street, within the KMC Ward No.63, Kolkata 700 016 in Survey Block – IX, Holding No.104 and butted and bounded in the manner as follows:

ON The NORTH:

Premises Nos. 1/1A, 1/1B, 1/1C, 1/1D and 1/1E Ripon Street;

ON THE EAST:

By Premises No.7, Royd Street and Premises No.1 Ripon Street;

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ON THE SOUTH:

By Premises No.5B Royd Street and Royd Street;

ON THE WEST:

By Premises No.57B, Mirza Galib Street.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(TENANTS/OCCUPANT)

SI. No.	Floor	or Use Group Tenant/Occupan	
01.	Ground	Residential	Occupied by Billu Burman
03.	Ground	Residential	Occupied by Billu Burman
04.	First	Residential	Occupied by Phulrani B u rman
05.	First	Residential	Occupied by Billu Burman

THE THIRD SCHEDULE ABOVE REFERRED TO:

	Schedule of Payment of Balance Cons	sideration Amou	int	
No	Particulars		Amount(Rs.)	
1	At and before execution of these presents		8,21,00,000/=	
2	Within 30 th September 2014		1,05,00,000/=	
2	Within 31st October 2014		2,20,00,000/=	
3	Within 30 th November 2014		2,50,00,000/-	
4	Within 31st December 2014		2,50,00,000/=	
5	Within 31st January 2015		3,75,00,000/=	
6.	Within 28th February 2015		1,39,00,000/-	
	Total		21,60,00,000/-	

<u>IN WITNESS WHEREOF</u> the Parties hereto have set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the

VENDOR abovenamed at Kolkata in the presence of:

1. R. Dey, Adv. Whigh Court, Columb

2. Alok Samonta 12/1,016 post Blice St. RAIVAN HOTELS & RESORTS PUR. LTD.

QUIT

Director

PAN ADVPD 7027M

SIGNED SEALED AND DELIVERED by the PURCHASER abovenamed at Kolkata in the presence of:

1. Anuder Thinghunwala Sto Deepak Thinghunwala 24 Hemant Rosu Saraw Kal-1

2. Deok Samuerta

UNRIVALLED PROJECTS PVT. LTD.

Sichland Authorised Signatory

(SIDDHANT ARYA)

PAN ATOPA 3020 J

Arimesh Samanla

High Court, Calcutta-

MEMO OF CONSIDERATION

Received the within mentioned sum of Rs. 8,21,00,000/= (Rupees Eight Crore Twenty One Lacs only) out of the agreed consideration amount of Rs. 20,21,00,000/= (Rupees Twenty Crores Twenty One Lacs only) from the within named Purchaser as follows:-

By RTGS UTR No. UBINH14265248016 dated 22.09.2014	
in favour of Raiyan Hotels & Resorts Private Limited for	Rs. 95,00,000/-
By RTGS UTR No. UBINH14265247619 dated 22.09.2014	
in favour of Raiyan Hotels & Resorts Private Limited for	Rs. 95,00,000/-
By RTGS UTR No. UBINH14265246802 dated 22.09.2014	
in favour of Raiyan Hotels & Resorts Private Limited for	Rs. 95,00,000/-
By RTGS UTR No. UBINH14265248605 dated 22.09.2014	
in favour of Raiyan Hotels & Resorts Private Limited for	Rs. 15,00,000/-
By RTGS UTR No. UBINH14267367519 dated 24.09.2014	
in favour of Raiyan Hotels & ResortsPrivate Limited for	Rs. 2,00,00,000/-
By RTGS UTR No. UBINH14267367890 dated 24.09.2014	
in favour of Raiyan Hotels & Resorts Private Limited for	Rs. 1,00,00,000/-
By RTGS dated 25.09.2014	
in favour of Raiyan Hotels & Resorts Private Limited for	Rs. 1,25,00,000/-
By RTGS dated 26.09.2014	
in favour of Raiyan Hotels & Resorts Private Limited for	Rs. 96,00,000/-

(Rupees Eight Crore Twenty One Lacs only)

Witness:-

1. R. Dey
2. Alok Samarty

PHOTOGRAPHS AND FINGER PRINTS

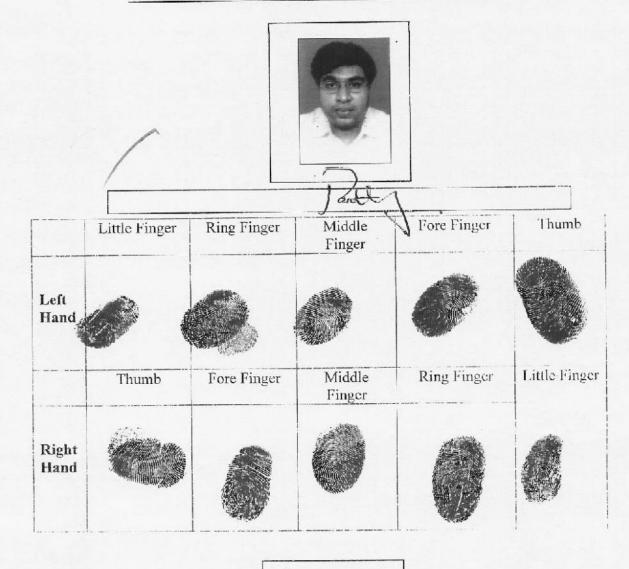


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			Alle		
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

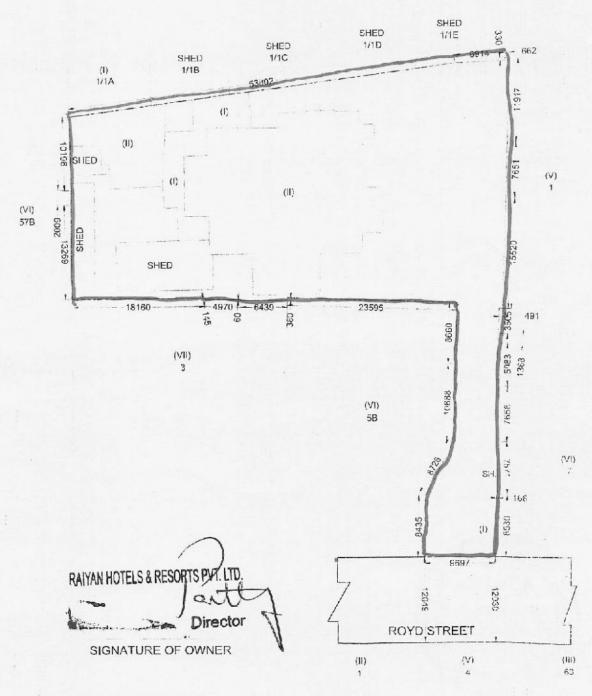
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	T11-	E	Middle	D' E'	Little Pier

PHOTOGRAPHS AND FINGER PRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left					
Left Hand					

ANNEXURE 'A'



UNRIVALLED PROJECTS PUT. LTD.

SCHEDULED LAND

Director / Authorised Signatory

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 63 Page from 3603 to 3621 being No 12921 for the year 2014.



(Dulal chandraSaha) 21-October-2014 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal