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Paramale Jeur

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Authorised Signatory



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Well Plan Merchants Pvt. Ltd.

Director.

12 APR 2011

Swapan Kan 5/0 R. K. Kan 7c. K. S. Roy Road Kolkala Fodool Spevice

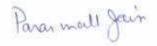
And

93.2 Power Point Tracom Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (PAN AAFCP8478F), represented by its authorized signatory Parasmall Jain, son of Late Pushraj Jain, of 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (Purchaser, includes successors-in-interest).

Vendor and Purchaser collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Sali land measuring 10 (ten) decimal, more or less, comprised in R.S./L.R. Dag No.625, recorded in L.R. Khatian No. 2174, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration District Bidhannagar, District North 24 Parganas, more fully described in the Schedule below and demarcated on the Plan annexed hereto and bordered in colour Red thereon (Said Property) together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 Sarala Bala's Property: By a Deed of Conveyance dated 20th December 1957, registered in the Office of the Additional District Sub-Registrar Cossipur, Dum Dum, in Book No. I, Volume No.131, at Pages 235 to 239, being Deed No.8657 for the year 1957, Sheikh Mujibar Rahman sold to Sarala Bala Dassi alias Sarala Bala Das sali land measuring 94 (ninety four) decimal, more or less, comprised in C.S. Dag No. 596 corresponding R.S./L.R. Dag No.625, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, District North 24 Parganas (Sarala Bala's Property).
- 5.1.2 Mutation by Sarala Bala Dassi alias Sarala Bala Dass Sarala Bala Dassi alias Sarala Bala Das duly mutated her name in the records of the Land Revenue Settlement in L.R. Khatian No.1354.
- 5.1.3 Demise of Sarala Bala Dassi alias Sarala Bala Das: Sarala Bala Dassi alias Sarala Bala Das, a Hindu governed by the Dayabaga School of Hindu Law, died intestate leaving behind her surviving her 3 (three) sons, namely, Anindya Kumar Das, Pulin Behari Das and Nil Madhab Das and 3 (three) daughters, namely, Agamoni Das alias Lili Bala Das, Binapani Das and Kamalmoni Das as her only legal heirs and heiresses (collectively Legal Heirs Of Sarala Bala Dassi), who jointly inherited entirety of Sarala Bala's Property, each of them having an undivided 1/6th (one-sixth) share therein.









- 5.1.4 Demise of Pulin Behari Das: Pulin Behari Das, a Hindu governed by the Dayabaga School of Hindu Law, died intestate on 29th September, 1995, leaving behind him surviving his wife Niva Das as his only legal heiress, who inherited the entire right, title and interest of Late Pulin Behari Das in Sarala Bala's Property.
- 5.1.5 Demise of Anindya Kumar Das: Anindya Kumar Das, a Hindu governed by the Dayabaga School of Hindu Law, died intestate on 3rd October, 1996, leaving behind him surviving his wife Nirmala Das, 2 (two) sons, namely, Dilip Das and Subhas Das and 4 (four) daughters, namely, Merry Adhikary alias Chandra Adhikary, Moli Das, Lili Das and Poli Das as his only legal heirs and heiresses (collectively Legal Heirs Of Anindya Kumar Das), who jointly inherited the entire right, title and interest of Late Anindya Kumar Das in Sarala Bala's Property.
- 5.1.6 Gift by Kamal Moni Das: By a Deed of Gift dated 2nd May, 2001, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City, in Book No. I, Volume No. 4, at Pages 2545 to 2561, being Deed No.05507 for the year 2007, Kamal Moni Das, being one of the Legal Heirs Of Sarala Bala Dassi, gifted her undivided 1/6th (one-sixth) share in Sarala Bala's Property to Nil Madhab Das and Nirmala Das, jointly and in equal shares.
- 5.1.7 Demise of Nirmala Das: Nirmala Das, a Hindu governed by the Dayabaga School of Hindu Law, died intestate on 31" March, 2005, leaving behind her surviving her 2 (two) sons, namely, Dilip Das and Subhas Das and 4 (four) daughters, namely, Merry Adhikary alias Chandra Adhikary, Moli Das, Lili Das and Poli Das as her only legal heirs and heiresses, who jointly inherited the entire right, title and interest of Late Nirmala Das in Sarala Bala's Property.
- 5.1.8 Gift by Niva Das: By a Deed of Gift dated 10th October, 2007, registered in the Office of the District Sub-Registrar-II, Barasat, in Book No. I, CD Volume No. 15, at Pages 7993 to 8013, being Deed No.07935 for the year 2007, Niva Das, being the only legal heiress of Pulin Das, gifted her undivided 1/6th (one-sixth) share in Sarala Bala's Property to Nil Madhab Das, Dilip Das and Subhas Das, wherein Nil Madhab Das was gifted undivided ½ (half) share of 1/6th (one-sixth) share in Sarala Bala's Property and the balance undivided ½ (half) share of 1/6th (one-sixth) share in Sarala Bala's Property was jointly gifted to Dilip Das and Subhas Das, in equal shares.
- 5.1.9 Gift by Binapani Das: By a Deed of Gift dated 8th October, 2007, registered in the Office of the District Sub-Registrar-II, Barasat, in Book No. I, CD Volume No. 15, at Pages 7938 to 7958, being Deed No.07932 for the year 2007, Binapani Das, being one of the Legal Heirs Of Sarala Bala Dassi, gifted her undivided 1/6th (one-sixth) share in Sarala Bala's Property to Nil Madhab Das, Dilip Das and Subhas Das, wherein Nil Madhab Das was gifted undivided ½ (half) share of 1/6th (one-sixth) share in Sarala Bala's Property and the balance undivided ½ (half) share of 1/6th (one-sixth) share in Sarala Bala's Property was jointly gifted to Dilip Das and Subhas Das, in equal shares.
- 5.1.10 Gift by Agamoni Das: By a Deed of Gift dated 10th October, 2007, registered in the Office of the District Sub-Registrar II, Barasat, in Book No. I, CD Volume No. 15, at Pages 8014 to 8034, being Deed No.07936 for the year 2007, Agamoni Das, being one of the Legal Heirs Of Sarala Bala Dassi, gifted her undivided 1/6th (one-sixth) share in Sarala Bala's Property to Nil Madhab Das, Dilip Das and Subhas Das, wherein Nil Madhab Das was gifted undivided ½ (half) share of 1/6th (one-sixth) share in Sarala Bala's Property and the balance undivided ½ (half) share of 1/6th (one-sixth) share in Sarala Bala's Property was jointly gifted to Dilip Das and Subhas Das, in equal shares.







- 5.1.11 Ownership of Nil Madhab Das & Ors.: In the above mentioned circumstances, Nil Madhab Das, Dilip Das, Subhas Das, Merry Adhikary alias Chandra Adhikary, Moli Das, Lili Das and Poli Das (collectively Nil Madhab Das & Ors.) became the joint owners of Sarala Bala's Property, each of them having their respective shares therein.
- 5.1.12 Sale to Vendor: By a Deed of Conveyance dated 15th October, 2007, registered in the Office of the District Sub-Register-II, in Book No. I, CD Volume No. 2, at Pages 249 to 272, being Deed No. 01348 for the year 2009, Nil Madhab Das & Ors. jointly sold, conveyed and transferred the entirety of Sarala Bala's Property to the Vendor.
- 5.1.13 Mutation by Vendor: The Vendor has mutated its name in the records of the Land Revenue Settlement vide L.R. Khatan No.2174.
- 5.1.14 Ownership of Vendor: In the abovementioned circumstances, the Vendor has become the sole owner of the entirety of Sarala Bala's Property and therefore the Said Property, which is a part of Sarala Bala's Property.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendor represents, warrants and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 No Excess Land: The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendor: The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 Right, Power and Authority to Sell: The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 No Dues: No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 No Right of Preemption: No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: Based on the information available with the Vendor till the execution of these presents, the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts,







prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

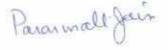
- 5.2.9 No Corporate Guarantee: The Said Property is not affected by or subject to any corporate guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Property or any part thereof.

6. Basic Understanding

- 6.1 Sale of Said Property: The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Property to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with khas, vacant, peaceful and physical possession and the Purchaser shall purchase the same from the Vendor.
- 6.2 Purchaser's Satisfaction: The Purchaser has received all documents, title deeds and papers relating to the Said Property as were available with the Vendor and has independently examined, understood and fully satisfied itself regarding the right title and ownership of the Said Property.
- 6.3 Surrender of Rights by Pioneer Prodev Private Limited: Pioneer Prodev Private Limited (Pioneer Prodev), having its registered office at 3rd floor, Lenin Sarani, Kolkata-700013 has been claiming possessory right over the Said Property but by virtue of commercial negotiation and amicable settlement, Pioneer Prodev has agreed to surrender such claims in favour of the Purchaser. The Vendor shall have no responsibility or obligation in this regard.

7. Transfer

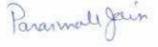
- 7.1 Hereby Made: The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Property, described in the Schedule below, being sali land measuring 10 (ten) decimal, more or less, comprised in R.S./L.R. Dag No.625, recorded in L.R. Khatian No.2174, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration District Bidhannagar, District North 24 Parganas, demarcated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.
- 7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.9,10,525/- (Rupees nine lac ten thousand five hundred and twenty five) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.



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- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, bargudars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non-existence of any encumbrances on the Said Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity, shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of the aforesaid.
- 8.2.2 Transfer of Property Act: all obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Khas, vacant and peaceful possession of the Said Property has been handed over by the Vendor to the Purchaser.
- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, in respect of which demand has been made and is in the knowledge of the Vendor, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendor hereby covenants that the Purchaser and the Purchaser's assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits,



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12 APR 2011



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 Vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

- No Objection to Mutation: The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorney of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 Further Acts: The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its 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 Said Property.

Schedule (Said Property)

Sali land measuring 10 (ten) decimal, more or less, comprised in R.S./L.R. Dag No.625, recorded in L.R. Khatian No. 2174, Mouza Raigachi, J.L. No.12, Police Station Rajarhat, within Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration District Bidhannagar, District North 24 Parganas, demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the North

: By R.S. Dag Nos. 617 & 626

On the East

: By R.S. Dag No. 615

On the South

: By R.S. Dag Nos. 627 (P), 628 & 625 (P)

On the West

: By R.S. Dag Nos. 624(P) & 627 (P)

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

The details of the Said Property are tabulated below:

Mouza	L.R. Dag No.	L.R. Khatian No.	Nature of Land	Total Area of Dag (In Decimal)	Total Area Sold (In Decimal)	Name of Recorded Owner
Raigachi	625	2174	Sali	96.00	10.00	Well Plan Merchants Pvt. Ltd.
Total Area of Land Sold				10.00		







9. **Execution and Delivery**

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

Well Plan Merchants Pvt. Ltd.

Well Plan Merchants Private Limited Director (Vikash Agarwal) [Vendor]

Power Point Tracom Private Limiteo

Power Point Tracom Private Limited **Authorized Signatory** (Parasmall Jain)

[Purchaser]

Witnesses:

Signature

12 APR 2011

Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.9,10,525/- (Rupees nine lac ten thousand five hundred and twenty five) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

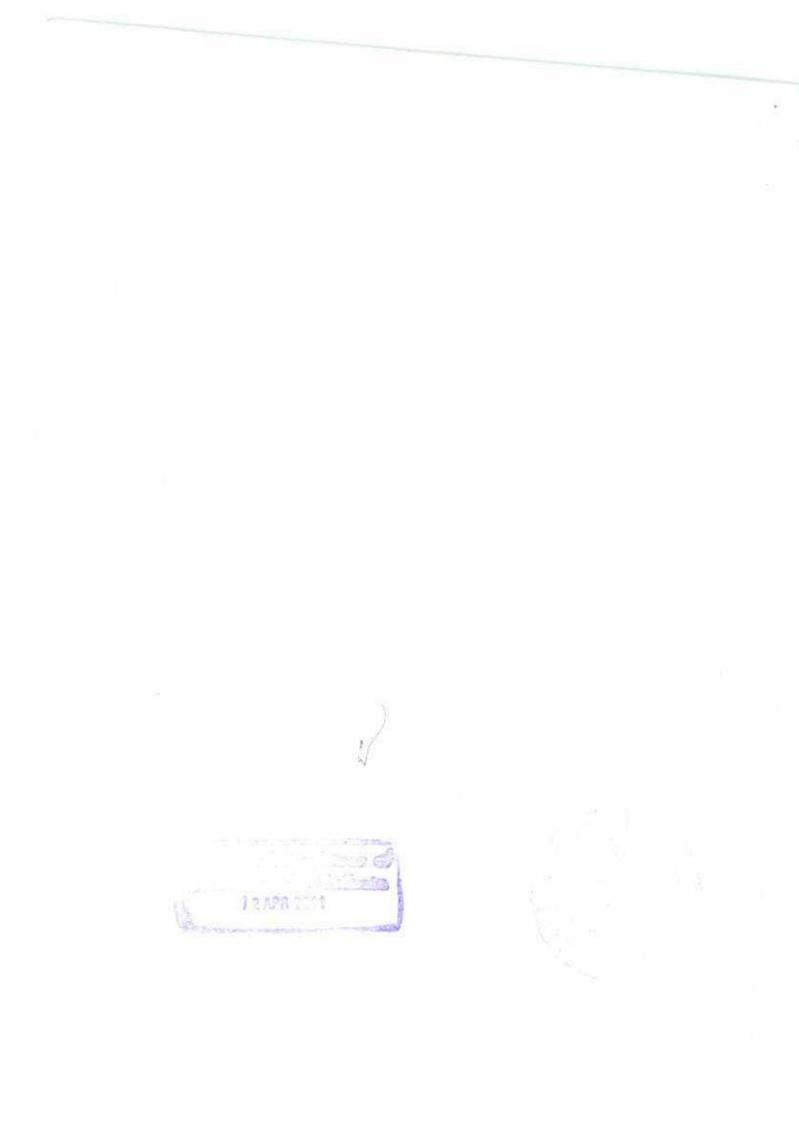
Mode	Date	Bank	Amount (Rs.)
RTGS	28.03.11	Axis Bank	9,00,000/-
Cheque No. 005053	30.03.11	Axis Bank	10,525/-
		Total	9,10,525/-

Well Plan Merchants Pvt. Ltd.

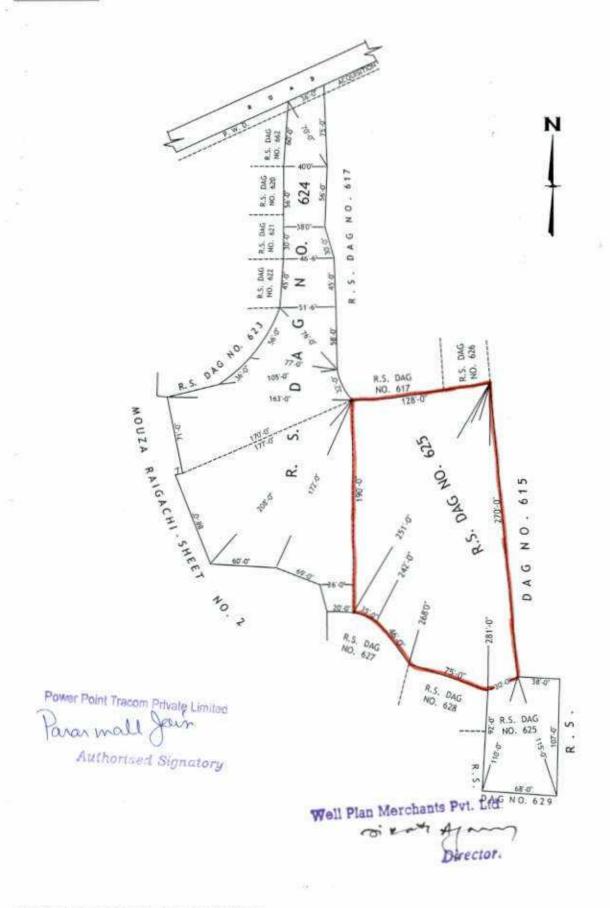
Well Plan Merchants Private Limited

Director (Vikash Agarwal) [Vendor]

Witnesses:



SITE PLAN OF R.S./L.R. DAG NO. 625 L.R. KHATIAN NO. - 2174, R.S. NO. - 194, MOUZA - RAIGACHI, J.L. NO.-12, P.S.- RAJARHAT, DIST. - NORTH 24 PARGANAS, UNDER RAJARHAT BISHNUPUR NO. 1 GRAM PANCHAYET.



NAME & SIGNATURE OF THE VENDOR:

LEGEND: UNDIVIDED 10 DECIMAL SHARE OF SALI LAND OUT OF 96 DECIMAL OF R.S/L.R. DAG NO. -625.

SHOWN	THUS: -	
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SPECIMEN FORM TEN FINGER PRINTS

SI No.	Signature of the executants and/or purchaser Presentants					
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	Ann					
0	ear Agus)	Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Paras male Jain-	Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little







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

District:-Kolkata

Endorsement For Deed Number : I - 04765 of 2011

(Serial No. 04303 of 2011)

On

Payment of Fees:

On 12/04/2011

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

Presented for registration at 15.49 hrs on :12/04/2011, at the Private residence by Parasmall Jain .Claimant.

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

Execution is admitted on 12/04/2011 by

1. Vikash Agarwal

Director, Well Plan Merchants Pvt Ltd, 30, Jawaharlal Nehru Road, Kol, Thana:-New Market, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700016.

, By Profession : Others

2. Parasmall Jain

Authorised Signatory, Power Point Tracom Pvt Ltd, 99 A, Park Street, Kol, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700016.

-, By Profession: Others

Identified By Swapan Kar, son of R N Kar, 7 C, Kiron Sankar Roy Road(Hastings Street), Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700001, By Caste: Hindu, By Profession: Service.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

On 13/04/2011

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.-1018176/-

Certified that the required stamp duty of this document is Rs.- 50919 /- and the Stamp duty paid as: Impresive Rs.- 10/-

> (Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II

On 14/04/2011

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

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(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

14/04/2011 15:38:00



Government Of West Bengal

Office Of the A. R. A. - II KOLKATA

District:-Kolkata

Endorsement For Deed Number: I - 04765 of 2011 (Serial No. 04303 of 2011)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 14/04/2011

Amount by Draft

Rs. 11289/- is paid, by the draft number 227545, Draft Date 06/04/2011, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 14/04/2011

(Under Article: A(1) = 11198/-, E = 7/-, I = 55/-, M(a) = 25/-, M(b) = 4/- on 14/04/2011)

Deficit stamp duty

Deficit stamp duty Rs. 50920/- is paid22757806/04/2011State Bank of India, DALHOUSIE SQUARE, received on 14/04/2011

> (Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II

(Sudhakar Sahu) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

14/04/2011 15:38:00

DATED 12 h DAY OF April , 2011

Between

Well Plan Merchants Private Limited ... Vendor

And

Power Point Tracom Private Limited ... Purchaser

CONVEYANCE

10 decimal Portion of R.S./L.R Dag Nos. 625 Mouza Raigachi District North 24 Parganas

Saha & Ray

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 19 Page from 390 to 404 being No 04765 for the year 2011.



(Sudhakar Sahu) 20-April-2011 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal