

3242 अभिश्वास्य पश्चिम बंगाल WEST BENGAL

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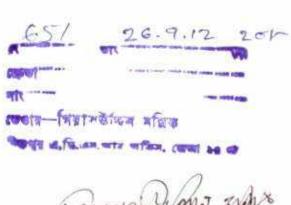
Certified that the Document is admitted to Repistration. The Signature that a " has a " a endorsument sheets attracted to this document, are the part of this Document.

CONVEYANCE

- 1. Date: 29th September 2012
- 2. Place: Kolkata
- 3. Parties:
- 3.1 **Rabindra Baishya**, son of Late Ramesh Baishya, residing at Baishya Para, Village Patulia, Post Office Patulia, Police Station Khardah, District North 24 Parganas

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Avijit Brisya 510 Rabindro Rawyar Po. Palulia P.S. Khardah Ko1-119, 24 Bregoms (N) Business

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA 2 9 SEP 2012

- 3.2 Maya Baishya, wife of Nanigopal Baishya, residing at Baishya Para, Village Patulia, Post Office Patulia, Police Station Khardah, District North 24 Parganas
- 3.3 Alpana Sen ner Baishya, wife of Dilip Sen, residing at Baishya Para, Village Patulia, Post Office Patulia, Police Station Khardah, District North 24 Parganas

(collectively Vendors, includes successors-in-interest)

#### And

3.4 Coolhut Nirman Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 101, Park Street, Police Station Park Street, Kolkata-700016, represented by its authorized signatory, Subrata Chakraborti, son of Satinath Chakraborti, of 101, Park Street, Police Station Park Street, Kolkata-700016

(Purchaser, includes successors-in-interest)

Vendors and Purchaser collectively Parties and individually Party.

#### NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

- 4. Subject Matter of Conveyance
- 4.1 Said Property: Land classified as sali (agricultural) measuring 7 (seven) decimal [equivalent to 4.235 (four point two three five) cottah], more or less, out of 61 (sixty one) decimal, being the portion of R.S. Dag No. 749, corresponding L.R. Dag No. 1704, recorded in L.R. Khatian No. 667, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayet (PGP), Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below and the said R.S. Dag No. 749 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon (Said Property) together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof.
- 5. Background, Representations, Warranties and Covenants
- 5.1 Representations and Warranties Regarding Title: The Vendors have made the following representations and given the following warranties to the Purchaser regarding title:
- 5.1.1 Purchase of Mother Property: By a Deed of Conveyance in Bengali Language (Kobala) dated 21st July, 1955, registered in the Office of the Sub-Registrar, Barackpore, in Book No. I, Volume No. 89, at Pages 50 to 53, being Deed No, 6301 for the year 1955, Ramesh Chandra Baishya purchased from Rahiman Bibi, land classified as sali (agricultural) measuring 61 (sixty one) decimal [equivalent to 36.9048 (thirty six point nine zero four eight) coltah], more or less, out of 61 (sixty one) decimal, being the entirety of R.S. Dag No. 750, recorded in R.S. Khatian No. 527, Mouza Patulia, J.L. No. 4, Police Station Khardah, District 24 Parganas (Mother Property), free from all encumbrances and for the consideration mentioned therein.
- 5.1.2 Mutation: Ramesh Chandra Baishya, applied for mutation of the Mother Property in the record of rights, got his name mutated in L.R. Khatian No. 667. The Said

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- Property is a part and portion of the Mother Property and subject matter of this conveyance.
- 5.1.3 Demise of Ramesh Chandra Baishya: On or about 12th November, 1991, Ramesh Chandra Baishya, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind him surviving, his wife, Nilima Baishya, 1 (one) son, Rabindra Baishya (Vendor No. 3.1 hereinabove) and 2 (two) daughters, namely, Maya Baishya (Vendor No. 3.2 hereinabove) and Alpana Sen nee Baishya (Vendor No. 3.3 hereinabove), as his only legal heir and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Ramesh Chandra Baishya in the Mother Property, free from all encumbrances.
- 5.1.4 Demise of Nilima Baishya: On or about 23rd December, 2006, Nilima Baishya, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind her surviving, her 1 (one) son, Rabindra Baishya (Vendor No. 3.1 hereinabove) and 2 (two) daughters, namely, Maya Baishya (Vendor No. 3.2 hereinabove) and Alpana Sen nee Baishya (Vendor No. 3.3 hereinabove), as her only legal heir and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Nilima Baishya in the Mother Property, free from all encumbrances.
- 5.1.5 Absolute Ownership of Vendors: In the circumstances mentioned above, the Vendors have become the undisputed and absolute owners of the Said Property out of the Mother Property, free from all encumbrances.
- 5.2 Representations, Warranties and Covenants Regarding Encumbrances: The Vendors represent, warrant and covenant regarding encumbrances as follows:
- 5.2.1 No Acquisition/Requisition: The Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declare that the Said Property is not affected by any scheme of the *Panchayet* Authority or Government or any Statutory Body.
- 5.2.2 No Excess Land: The Vendors do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 No Encumbrance by Act of Vendors: The Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, 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 Vendors have 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 Vendors.
- 5.2.6 No Right of Pre-emption: No person or persons whosoever have/had/has any right of pre-emption over and in respect of the Said Property or any part thereof.



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

#### 6. Basic Understanding

- 6.1 Agreement to Sell and Purchase: The basic understanding between the Parties is that the Vendors will sell the Said Property to the 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 will purchase the same on the representations, warranties and covenants mentioned in Clauses 5.1 and 5.2 and their sub-clauses mentioned above (collectively Representations).
- 6.2 Surrender/Transfer of Rights: Maa Amba Infrastructure Private Limited having its office at B-401, 4th Floor, City Centre, Salt Lake, Kolkata-700064 (First Company) had contractual transferable interest and/or right in the Said Property. Suman Construction Company Private Limited, 4, Ratan Sarkar Garden Street, Kolkata - 700007 (Second Company) had contracted with the Purchaser to cause the sale of the Said Property to the Purchaser directly from the Vendors and to cause the First Company to surrender all its rights, interests and claims, of any and every nature whatsoever, for a consolidated consideration, which included the price to be paid to the Vendor and the compensation to be paid to the First Company as well as the profit of the Second Company. Pursuant to the above, the Second Company is causing sale of the Said Property by the Vendors directly to the Purchaser by this Conveyance. It is also recorded that by virtue of commercial negotiation and amicable settlement with the First Company, the First Company surrendered all its rights, interests and claims, of any and every nature whatsoever, in favour of the Purchaser for mutually agreed consideration and the Second Company also confirmed that it has released/transferred all its rights in the Said Property to the Purchaser, for mutually agreed consideration.

#### 7. Transfer

7.1 Hereby Made: The Vendors hereby sell, convey and transfer to the Purchaser the entirety of the Vendors' right, title and interest of whatsoever or howsoever nature in the Said Property more fully described in the Schedule below, being, land classified as sali (agricultural) measuring 7 (seven) decimal [equivalent to 4.235 (four point two





three five) cottah], more or less, out of 61 (sixty one) decimal, being the portion of R.S. Dag No. 749, corresponding L.R. Dag No. 1704, recorded in L.R. Khatian No. 667, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of PGP, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below and the said R.S. Dag No. 749 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon together with all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendors in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 7.2 Total Consideration: The aforesaid transfer is being made in consideration of a sum of Rs.3,49,188/- (Rupees three lac forty nine thousand one hundred and eighty eight) paid by the Purchaser to the Vendors, receipt of which the Vendors hereby as well as by the Receipt and Memo of Consideration hereunder written, admit and acknowledge.
- 8. Terms of Transfer
- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: absolute, irreversible and perpetual.
- 8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debuttar, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title.
- 8.1.4 Together with All Other Appurtenances: together with all other rights the Vendors have in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.
- 8.2 Subject to: The transfer being effected by this Conveyance is subject to:
- 8.2.1 Indemnification: Indemnification by the Vendors about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendors about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendors, forthwith take all necessary steps to remove and/or rectify.
- 8.2.2 Transfer of Property Act: All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Khas, vacant, peaceful and physical possession of the Said Property have been handed over by the Vendors to the Purchaser.





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- 8.4 Outgoings: All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 Holding Possession: The Vendors hereby covenant that the Purchaser and its successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.
- 8.6 Indemnity: The Vendors hereby covenant that the Vendors or any person claiming under the Vendors in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, 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 and assigns by reason of any encumbrance on the Said Property.
- 8.7 No Objection to Mutation: The Vendors declare that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendors hereby expressly (1) consent to the same and (2) appoint the Purchaser as the constituted attorney of the Vendors and empower and authorize 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 Vendors undertake to co-operate with the Purchaser in all respect for causing 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.
- 8.8 Further Acts: The Vendors hereby covenant that the Vendors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

### Schedule (Said Property)

Land classified as sali (agricultural) measuring 7 (seven) decimal [equivalent to 4.235 (four point two three five) cottah], more or less, out of 61 (sixty one) decimal, being the portion of R.S. Dag No. 749, corresponding L.R. Dag No. 1704, recorded in L.R. Khatian No. 667, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayet, Sub-Registration District Barackpore, District North 24 Parganas, more fully described in the Schedule below and the said R.S. Dag No. 749 being delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North : By R.S. Dag No.930





ADDITIONAL REGISTRAR 2 OF ASSURANCES-II, NOT KATA 2 9 SEP 2012 On the East

: By R.S. Dag Nos. 700 and 754

On the South

: By R.S. Dag No. 750

On the West

: By R.S. Dag Nos. 744 and 745.

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

The details of the Said Property are tabulated below:

Mouza	R.S Dag No.	L.R. Dag No.	L.R. Khatian No.	Total Area of Dag (in decimal)	Total Area sold (in decimal)	Name of the Recorded Owner
Patulia	749	1704	667	61,00	7.00	Ramesh Chandra Baishva
				Total	7.00	



ACDITIONAL REGISTRALIA OF ASSURANCES-I, MALKATA

2 9 SEP 2012

9.	Execution and	Delivery

Drafted by:

Advocate

Januar Chandhuri Baptashi

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

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[Alpana Sen nee Baishya] [Vendors]

Sulvate Charactery [Coolhut Nirman Private Limited] [Authorized Signatory] [Purchaser]

High Court Calcutta	
Witnesses:	10
Signature:	Signature:
Name: Avijit Baisyer	Name: Aloke Me ha
Father's Name: Rabindo Baisya	Father's Name: 4. C.R. Hilfa
Address: P.O. Palulie P.s Khardah	Address: Po- vill. Palulia, Bais ya Pavia
Kolkali. 119 24 Parganas (N)	24 Pavegamas (N)
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ADDITIONAL REGISTRAR
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2 9 SEP 2012

### Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.3,49,188/-(Rupees three lac forty nine thousand one hundred and eighty eight) towards full and final payment of the Total Consideration for sale of the Said Property described in the Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
By Pay Order No.	28.09.2012	AXIS Bank, Nimta Branch	
By Pay Order No.	28.09.2012	AXIS Bank, Nimta Branch	
		Total	3,49,188/-

[Rabindra Baishya]

[Maya Baishya]

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[Alpana Sen nee Baishya] [Vendors]

Witnesses:

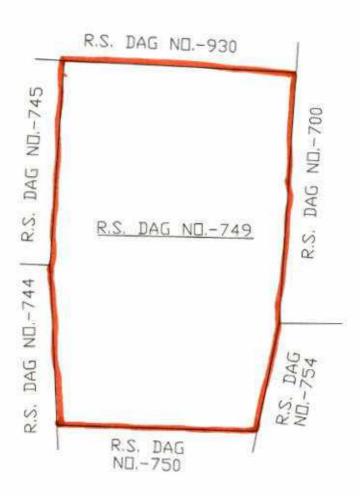


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OF ASSURANCES-II, ADLKATA
2 9 SEP 2012

SITE PLAN OF R.S. DAG NO.- 749, CORRESPONDING L.R. DAG NO.- 1704, L.R. KHATIAN NO.- 667, MOUZA - PATULIA, J.L. NO.- 4, P.S. - KHARDAH, UNDER PATULIA GRAM PANCHAYET, DIST. - NORTH 24 PARGANAS

Total Area in Dag No.749 is 61 Decimal





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COOLHUT NIRMAN FIRMATE LIMITED

**Director / Authorised Signatory** 

Kabindradaig

NAME & SIGNATURE OF THE VENDOR/S.:

NAME & SIGNATURE OF THE PURCHASER/S.:

LEGEND: 4.0000 DECIMAL UNDIVIDED SHARE OF DANGA LAND OUT OF 61 DECIMAL OF R.S. DAG NO.- 749, L.R. DAG NO.- 1704.

SHOWN THUS:	
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ADDITIONAL REGISTRAN
OF ASSURANCES-II. KOLKATA
2 9 SEP 2012

# SPECIMEN FORM TEN FINGER PRINTS

SI. No.	Signature of the executants and/or purchaser					
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		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Suerch		8	*	0	
		Thumb	Fore	Middle (Right	Ring Hand)	Little
			9	0		
1		Little	Ring	Middle (Left	Fore Hand)	Thumb
	Rabiatre			0	0	
	,	Thumb	Fore	Middle (Right	Ring Hand)	Little
		9	0	0	6	Sales -
	1136	Little	Ring	Middle (Left	Fore Hand)	Thumb
	Mauri	(6)	0			
	Maya Baishya	Thumb	Fore	Middle (Right	Ring Hand)	Little



ADDITIONAL REGISTRAR
OF ASSURANCES-II KOLKATA
2 9 SEP 2012

# SPECIMEN FORM TEN FINGER PRINTS

SI. No	Signature of the executants and/or purchaser Presentants		,			
			0		16.44	of Charles
	A	Little	Ring	Middle (Left	Fore Hand)	Thumb
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	LUD MU	Thumb	Fore	Middle (Right	Ring Hand)	Little
ST X		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little
		Little	Ring	Middle (Left	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right	Ring Hand)	Little





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

District:-Kolkata

# Endorsement For Deed Number : I - 13451 of 2012

(Serial No. 12764 of 2012)

On

#### Payment of Fees:

On 29/09/2012

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

Presented for registration at 14.00 hrs on :29/09/2012, at the Private residence by Subrata Chakraborti Claimant.

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

Execution is admitted on 29/09/2012 by

- Rabindra Baishya, son of Late Ramesh Baishya, Baishya Para, Patulia, Village:Patulia, Thana:-Khardaha, P.O.:-Patulia, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- Maya Baishya, wife of Nani Gopal Baishya, Baishya Para, Patulia, Village: Patulia, Thana: -Khardaha, P.O.: -Patulia, District: -North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession: Others
- 3. Alpana Sen Nee Baishya, wife of Dilip Sen , Baishya Para, Patulia, Village:Patulia, Thana:-Khardaha, P.O. :-Patulia ,District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
- Subrata Chakraborti

Authorised Signatory, Coolhut Nirman Pvt Ltd, 101, Park Street, Kol, Thana:-Park Street, P.O. :-, District:-Kolkata, WEST BENGAL, India, Pin:-700016.

, By Profession : Others

Identified By Avijit Baisya, son of Rabindra Baisya, Kol, Thana:-Khardaha, P.O. :-Patulia District:-North 24-Parganas, WEST BENGAL, India, Pin :-700119, By Caste: Hindu, By Profession: Business.

#### On 26/10/2012

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

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

## Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 26/10/2012

Amount by Draft

( Dulal chandraSaha )
ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

26/10/2012 12:22:00



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

District:-Kolkata

# Endorsement For Deed Number: I - 13451 of 2012

(Serial No. 12764 of 2012)

Rs. 5719/- is paid, by the draft number 039413, Draft Date 10/10/2012, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 26/10/2012

(Under Article: A(1) = 5621/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 26/10/2012)

### Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-5,11,672/-

Certified that the required stamp duty of this document is Rs.- 25604 /- and the Stamp duty paid as: Impresive Rs.- 20/-

## Deficit stamp duty

Deficit stamp duty Rs. 25603/- is paid03943610/10/2012State Bank of India, DALHOUSIE SQUARE, received on 26/10/2012

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



( Dulal chandraSaha ) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

Dated this 29 14 day of Seplember, 2012

#### Between

Rabindra Baishya & Ors. ... Vendors

And

Coolhut Nirman Private Limited ... Purchaser

## CONVEYANCE

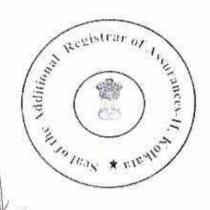
Portion of R.S. Dag No. 749 L.R. Dag No. 1704 Монга Patulia Police Station Khardah District North 24 Parganas

## 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 55 Page from 4567 to 4582 being No 13451 for the year 2012.



(Dulal chandraSana) 17-November-2012 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal