

grant sell convey transfer assign and assure the Purchasers **ALL THAT** the said **Conveyed Property** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, with each of the Vendors conveying their respective shares / lands therein as hereinbefore recited **AND** all the entire ownership rights title interest whatsoever of the Vendors and each of them into or upon the said Premises and all and every part thereof and all rights benefits advantages appurtenances and appendages connected and/or attributable thereto, with the intent that with effect from the date hereof the Vendors shall stand divested of all their ownership share rights title interest whatsoever in the said Premises and all and every part thereof unto and in favour of the Purchasers **WITH** all ownership share rights title and interest whatsoever or howsoever of the Vendors and each of them in or upon the roads, paths and passages leading to and/or abutting and/or appertaining to the said Conveyed Property and/or meant for beneficial use and enjoyment of the said Conveyed Property / said Premises **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound compound walls areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appurtenances and appurtenances whatsoever to the said Conveyed Property belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof 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 and each of them 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, including the right to recover and/or claim and to own hold use possess and enjoy the missing / shortfall area in the said Premises upon the same being located found traced and/or discovered at any time hereafter, **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 Purchasers absolutely and forever free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters leases thika tenancies occupancy rights claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.



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**II. THE VENDORS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendors or any of them done committed executed or knowingly permitted or suffered to the contrary the Vendors have been and is 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 or any of them has 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 have now in themselves 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 Purchasers in the manner aforesaid according to the true intent and meaning of these presents;
- (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 lispensens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendors or



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any of them 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 any of them or the Vendors' respective predecessors-in-title;

- (v) **AND THAT** the Purchasers 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 of them 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 of them 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 lispensens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any of them or any person or persons claiming as aforesaid;
- (vii) **AND THAT** the Vendors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the said Conveyed Property or any part thereof through under or in trust for the Vendors or any of them or the Vendors' respective predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchasers or any of them 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 Purchasers in the manner aforesaid as shall



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or may reasonably be required by the Purchasers or any of them;

(viii) **AND THAT** the Vendors and each of them 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 Purchasers produce or cause to be produced to the Purchasers or any of them or their agent or agents or any person or persons as the Purchasers or any of them may direct or appoint or in any suit or proceeding or otherwise the documents-of-title and all other papers and documents relating to the said Conveyed Property, including those hereinbefore recited, and will permit the same 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 as may be required by the Purchasers or any of them and will at all times hereafter keep such documents-of-title safe unobliterated and uncanceled;

(ix) **AND ALSO THAT** the Vendors and each of them shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchasers and the Purchasers' successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchasers or any of them or the Purchasers' successors or successors in title or interest by reason of any defect in the title of the Vendors to the said Conveyed Property, particularly to their respective shares / portions thereof, 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. AS AMONGST THE PURCHASERS,** it is agreed declared and recorded that each of the Purchaser No. 1 Tanishque Vinimay Pvt. Ltd., Purchaser No. 2 Samudra Vyapaar Pvt. Ltd. and the Purchaser No. 3 SA Niket Pvt. Ltd. are respectively purchasing an undivided 1 (one) Chittack of land in the said premises and the remaining purchasers are



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purchasing remaining land comprised in the said premises in equal shares.

**THE FIRST SCHEDULE ABOVE REFERRED TO:  
(the said Premises)**

**ALL THAT** piece and parcel of revenue free land containing upon actual survey and measurement an area of 13 Cottahs 15 Chittacks more or less (but the documents of title said to contain an area of 15 Cottahs 2 Chittacks more or less), together with several dwelling houses sheds and structures thereat measuring about 1970 Sq.ft. more or less including boundary walls hereditaments and appurtenances, situate, lying at and being premises No.160, Manicktala Main Road (formerly known and numbered as No.88 Manicktala Main Road), Kolkata -700054 within Ward No. 32 of The Kolkata Municipal Corporation, Police Station-Manicktala, Sub-Registration office- Sealdah, District Registration Office-Alipore, as shown and delineated in the map or plan annexed hereto and bordered thereon in **RED** and butted and bounded in the manner as follows :

<b>ON THE NORTH</b>	:	Partly by Premises No. 159 Manicktala Main Road and partly by premises No. 33 Canal Circular Road, Kolkata;
<b>ON THE EAST</b>	:	Partly by Premises Nos.162A & B Manicktala Main Road and partly by premises No.161 Manicktala Main Road;
<b>ON THE SOUTH</b>	:	Partly by Premises No.33 Canal Circular Road and partly by premises No. 161 Manicktala Main Road, Kolkata
<b>ON THE WEST</b>	:	By Premises No. 33 Canal Circular Road, Kolkata

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(Conveyed Property)**

**ALL THAT 71.428% undivided share (equivalent to 9.952775 Cottahs** more or less of land) in the said municipal premises No.160



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Manicktala Main Road, Kolkata -700054 described in the **First Schedule** hereinabove written [with (i) **50% share** in the said Premises (equivalent to **6.96875 Cottahs**) being conveyed by the **Vendor No.1 herein, Kalamunj Real Estate Private Limited;** and (ii) **21.428% share** in the said Premises (equivalent to **2.9865275 Cottahs**) being conveyed by **Vendor No.2 herein, Kalamunj Niketan Private Limited**].

**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** namely (i) **Kalamunj Real Estate Pvt. Ltd.** through its Director Sri Shyam Sundar Patodia duly authorised by a Board of Directors Resolution dated 09.02.2012 and (ii) **Kalamunj Niketan Pvt. Ltd.** through its Director Sri Shyam Sundar Patodia duly authorised a Board of Directors resolution dated 11.02.2012 who have executed these presents at **Kolkata** in the presence of:

**KALAMUNJ REALESTATE PRIVATE LIMITED**

*Shyam Sundar Patodia*  
Authorized Signatory / Director

**KALAMUNJ NIKETAN PVT. LTD.**

*Shyam Sundar Patodia*  
Authorized Signatory / Director

*Rakesh Sureka*

**RAKESH SUREKA**

*S/o Late Satya Narayan Sureka*  
56/1, S.K. Deb Rd.  
Kolkata -700048.



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

*Ajijun Karmakar*  
S/o. Late R. C. Karmakar  
164/1, Manicktala Main Rd.  
Kolkata - 700054

For **Mani Griha Nirman Pvt. Ltd.**  
**Fresa Real Estate Pvt. Ltd.**  
**Elephantus Projects Pvt. Ltd.**  
**Fragum Real Estate Pvt. Ltd.**  
**Fragum Projects Pvt. Ltd.**  
**Bloombuilt Construction Pvt. Ltd.**

*[Signature]*  
(Director/Authorised Signatory)

For **Tanishque Vinimay Pvt. Ltd.**  
**Samudra Vyapaar Pvt. Ltd.**  
**Sa Niket Pvt. Ltd.**  
**Elephantus Developers Pvt. Ltd.**  
**Fresa Builders Pvt. Ltd.**  
**Fresa Constructions Pvt. Ltd.**  
**Historia Builders Pvt. Ltd.**  
**Fresa Properties Pvt. Ltd.**

*[Signature]*  
(Director/Authorised Signatory)

**PARASMANI PROPERTIES PVT. LTD**  
*[Signature]*  
Authorised Signatory/Director

**SHANSUD MARKETING PVT. LTD**  
*[Signature]*  
Director/Authorised Signatory

**SIGNED SEALED AND DELIVERED**  
by the abovenamed **MSL/MANI**  
**SQUARE** at **Kolkata** in the presence  
of:

*Ajijun Karmakar*

**MANI SQUARE LIMITED**  
*[Signature]*  
Director/Authorised Signatory

*drafted by me*  
*[Signature]*  
**AMLAN NATH**  
(Advocate, High Court)  
43, Feeder Road  
Calcutta-700056



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**RECEIPT AND MEMO OF CONSIDERATION NO.1:**

**RECEIVED** of and from the withinnamed Purchasers the withinmentioned sum of Rs. 1,83,00,000/- (Rupees One crore eighty three lacs) only being the consideration in full payable under these presents to the **Vendors** as per Memo written hereinbelow:

**MEMO OF CONSIDERATION :****1. Kalamunj Real Estate Pvt.Ltd. (Vendor No. 1)**

Sl. No.	Date of remittance	Name of Payee	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12006089019	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	19.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12019067742	Union Bank of India, Dharamtalla Branch	5,40,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12034093946	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	09.02.2012	SA Niket Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091655	Union Bank of India, Dharamtalla Branch	48,706/-
5	09.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040092018	Union Bank of India, Dharamtalla Branch	48,706/-





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6	09.02.2012	Tanishque Vinimay Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040090093	Union Bank of India, Dharamtalla Branch	48,706/-
7	09.02.2012	Bloombuilt Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040090529	Union Bank of India, Dharamtalla Branch	5,72,914/-
8	09.02.2012	Elephantus Developers Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040091902	Union Bank of India, Dharamtalla Branch	5,72,914/-
9	09.02.2012	Elephantus Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040091369	Union Bank of India, Dharamtalla Branch	5,72,914/-
10	09.02.2012	Fragum Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040090648	Union Bank of India, Dharamtalla Branch	5,72,914/-
11	09.02.2012	Fragum Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040089847	Union Bank of India, Dharamtalla Branch	5,72,914/-
12	09.02.2012	Fresa Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040092182	Union Bank of India, Dharamtalla Branch	5,72,914/-
13	09.02.2012	Fresa Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040091765	Union Bank of India, Dharamtalla Branch	5,72,914/-
14	11.02.2012	Fresa Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12042023838	Union Bank of India, Dharamtalla Branch	5,72,914/-





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15	09.02.2012	Fresa Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040091595	Union Bank of India, Dharamtalla Branch	5,72,914/-
16	09.02.2012	Historia Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040091004	Union Bank of India, Dharamtalla Branch	5,72,914/-
17	09.02.2012	Mani Griha Nirman Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040090834	Union Bank of India, Dharamtalla Branch	5,72,914/-
18	09.02.2012	Parasmani Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040090265	Union Bank of India, Dharamtalla Branch	5,72,914/-
19	09.02.2012	Shansud Marketing Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12040089608	Union Bank of India, Dharamtalla Branch	5,72,914/-
20	16.02.2012	Fresa Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047001575	Union Bank of India, Dharamtalla Branch	80,752/-
21	16.02.2012	Bloombuilt Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000572	Union Bank of India, Dharamtalla Branch	80,752/-
22	16.02.2012	Historia Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000981	Union Bank of India, Dharamtalla Branch	80,752/-
23	16.02.2012	Fresa Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047098892	Union Bank of India, Dharamtalla Branch	80,752/-





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24	16.02.2012	Fresa Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047098646	Union Bank of India, Dharamtalla Branch	80,752/-
25	16.02.2012	Fresa Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000087	Union Bank of India, Dharamtalla Branch	80,751/-
26	16.02.2012	Elephantus Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000320	Union Bank of India, Dharamtalla Branch	80,751/-
27	16.02.2012	Elephantus Developers Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000688	Union Bank of India, Dharamtalla Branch	80,750/-
28	16.02.2012	Tanishque Vinimay Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047001017	Union Bank of India, Dharamtalla Branch	8,744/-
29	16.02.2012	SA Niket Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047001537	Union Bank of India, Dharamtalla Branch	8,744/-
30	16.02.2012	Fragum Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000525	Union Bank of India, Dharamtalla Branch	80,752/-
31	16.02.2012	Mani Griha Nirman Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047001434	Union Bank of India, Dharamtalla Branch	80,750/-
32	16.02.2012	Parasmani Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047099337	Union Bank of India, Dharamtalla Branch	80,751/-





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33	16.02.2012	Shansud Marketing Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047099156	Union Bank of India, Dharamtalla Branch	80,751/-
34	16.02.2012	Fragum Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047099712	Union Bank of India, Dharamtalla Branch	80,752/-
35	16.02.2012	Fragum Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF1204099712	Union Bank of India, Dharamtalla Branch	80,752/-
36	16.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000876	Union Bank of India, Dharamtalla Branch	8,744/-
<b>TOTAL</b>						<b>1,28,10,000/-</b>

**2. Kalamunj Niketan Pvt.Ltd. (Vendor No. 2)**

Sl. No.	Date of remittance	Name of Payee	Payee Bank	UTR Code No.	Vendors Receiving Bank	Amount
1	06.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch .	UTIBH12006088153	Union Bank of India, Dharamtalla Branch	14,00,000/-
2	19.01.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12019067843	Union Bank of India, Dharamtalla Branch	5,40,000/-
3	03.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	UTIBH12034097344	Union Bank of India, Dharamtalla Branch	22,00,000/-
4	09.02.2012	Bloombuilt Construction	Axis Bank, Kankurgachi	AXISF12040090489	Union Bank of India,	28299/-





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		Pvt. Ltd.	Branch		Dharamtalla Branch	
5	09.02.2012	Elephantus Developers Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091848	Union Bank of India, Dharamtalla Branch	28,299/-
6	09.02.2012	Elephantus Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091330	Union Bank of India, Dharamtalla Branch	28,299/-
7	09.02.2012	Fragum Projects Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040090614	Union Bank of India, Dharamtalla Branch	28,299/-
8	09.02.2012	Fragum Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040089778	Union Bank of India, Dharamtalla Branch	28,299/-
9	09.02.2012	Fresa Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040092153	Union Bank of India, Dharamtalla Branch	28,299/-
10	09.02.2012	Fresa Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091741	Union Bank of India, Dharamtalla Branch	28,299/-
11	09.02.2012	Fresa Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091108	Union Bank of India, Dharamtalla Branch	28,299/-
12	09.02.2012	Fresa Real Estate Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091503	Union Bank of India, Dharamtalla Branch	28,299/-
13	09.02.2012	Historia Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040090955	Union Bank of India, Dharamtalla Branch	28,299/-
14	09.02.2012	Mani Griha	Axis Bank,	AXISF1204	Union Bank	28,299/-





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		Nirman Pvt. Ltd.	Kankurgachi Branch	0090789	of India, Dharamtalla Branch	
15	09.02.2012	Parasmani Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040090212	Union Bank of India, Dharamtalla Branch	28,299/-
16	09.02.2012	Shansud Marketing Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040089470	Union Bank of India, Dharamtalla Branch	28,299/-
17	09.02.2012	SA Niket Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091617	Union Bank of India, Dharamtalla Branch	48,704/-
18	09.02.2012	Tanishque Vinimay Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040090038	Union Bank of India, Dharamtalla Branch	48,704/-
19	09.02.2012	Samudra Vyapaar Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12040091994	Union Bank of India, Dharamtalla Branch	48,705/-
20	16.02.2012	Fresa Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047001251	Union Bank of India, Dharamtalla Branch	62,288/-
21	16.02.2012	Bloombuilt Construction Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000513	Union Bank of India, Dharamtalla Branch	62,288/-
22	16.02.2012	Historia Builders Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047000743	Union Bank of India, Dharamtalla Branch	62,288/-
23	16.02.2012	Fresa Properties Pvt. Ltd.	Axis Bank, Kankurgachi Branch	AXISF12047098845	Union Bank of India, Dharamtalla Branch	62,288/-

