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Certified that the document is admitted to Registration. The signature sheet and the Endorscored sheet attached to the document are past of this document.

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Address Seatgalt ... Sylven

THIS DEED OF CONVEYANCE made this 29th day of Month Two
Thousand Twelve BETWEEN (1) SA NIKET PVT. LTD. (PAN AALCS6141E) a
Company within the meaning of the Companies Act, 1956 and having its
registered office at 9-IT, "Mani Square", 164/1 Manicktala Main Road. Ko kata
700054 and represented by its Director Mr. Prithiwiraj Mukherjee (2)
TANISHQUE VINIMAY PVT. LTD. (PAN AACT6958K) a Company within the

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SANIKET PRIVATE LIMITED

Director / Authorised Signatory

PRITHIWI RAJ MUNHERTEE

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TANISHQUE VINIMAY PRIVATE LIMITED

Director / Authorised Signatory

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SAMUDRA VYAPAAR PRIVATE LIMITED

Director / Authorised Signatory





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meaning of the Companies Act, 1956 and having its registered office at 33A Canal Circular Road, Kolkata 700054 and represented by its Director Mr. Prithiwiraj Mukherjee (3) SAMUDRA VYAPAAR PVT. LTD. (PAN AALC53154R) a Company within the meaning of the Companies Act, 1956 and having its registered office at 29B, Rabindra Sarani, Kolkata-700073 and represented by its Director Mr. Prithiwiraj Mukherjee all hereinafter collectively referred to as "the VENDORS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the ONE PART AND, (1) SHANSUD MARKETING PVT. LTD. (PAN AAECS0383F), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No.2D, Queens Park, Kolkata 700019 represented by its Director Mr. Parasmal Rakhecha, (2) MANI GRIHA NIRMAN PVT. LTD., (PAN AAHCM2164K), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 164/1, Manicktala Main Road, Kolkata 700054 represented by its Director Mr. Prithiwiraj Mukherjee, (\$) PARASMANI PROPERTIES PVT. LTD., (PAN AADCP5077E), an existing Company incorporated under the Companies Act. 1956 having its Registered Office at No. 2D, Queens Park, Kolkata 700019 represented by its Director Mr. Manish Saraf, (4) MANI SQUARE LTD., (PAN AABCR3668M) an existing Company incorporated under the Companies Act. 1956 having its Registered Office at No. 2D, Queens Park, Kolkata 700019 represented by its Director Mr. Srikant Jhunjhunwala, (8) ELEPHANTUS DEVELOPERS PVT. LTD., (PAN AACCE9313K), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, (8) FRESA BUILDERS PVT. LTD., (PAN AABCF8848D), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandla! Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwirai Mukherjee, (7) FRESA REAL ESTATE PVT. LTD., (PAN AABCF8849C), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Parasmal Rakhecha, (8) FRESA CONSTRUCTIONS PVT. LTD., (PAN AABCF8851C), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani. Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, 79) ELEPHANTUS PROJECTS PVT. LTD., (PAN AACCE9310L), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata 700020 represented by its Director Mr. Parasmal Rakhecha, (10) HISTORIA BUILDERS PVT. LTD., (PAN AACCH8250Q), an existing Company incorporated under the Companies Act, 1956 having its Registered Office at No. 9/1, Lower Rowdon Street, Kolkata

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THANSUD MARKETING PAT. LTB

Director/Asiborased Signator

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MANI GRIHA MIRMAN PRIVATE LIMITED

Director/ Authorised Signatory.

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PARASMANI PROPERTIES PYT. LTD.

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MANI SQUARE LIMITED

New House of Signatury



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ELEPHANTUS DEVELOPERS PRIVATE LIMITED, Pnihium muhaju

Director / Authorised Signatory

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FRESA BUILDERS PRIVATE LIMITED

Director / Authorised Signatory

700020 represented by its Director Mr. Prithiwiraj Mukherjee, (14) FRAGUM REAL ESTATE PVT. LTD., (PAN AABCF8845Q), an existing incorporated under the Companies Act, 1956 having its Registered Office at No. 4A Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr. Prithiwiraj Mukherjee, (12) FRAGUM PROJECTS PVT. LTD., (PAN AABCF8844R), an existing Company incorporated under the Companies Act. 1956 having its Registered Office at No. 9/1, Lower Rawdon Street, Kolkata 700016 represented by its Director Mr. Parasmal Rakhecha, (23) FRESA PROPERTIES PVT. LTD., (PAN AABCF8850D), an existing incorporated under the Companies Act, 1956 having its Registered Office at No. 4A, Nandlal Basu Sarani, Kolkata 700016 represented by its Director Mr Prithiwiraj Mukherjee, (14) BLOOMBUILT CONSTRUCTION PVT. LTD. (PAN AAECB8402A) a Company within the meaning of the Companies Act, 1956 and having its registered office at 9/1 Lower Rawdon Street, Kolkata 700020 represented by its Director Mr. Parasmal Rakhecha all hereinafter collectively referred to as "the PURCHASERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective successor or successors-in-office and/or assigns) of the OTHER PART:

WHEREAS:

- A. The Vendors herein has held out, represented before and assured the Purchasers, inter alia, as follows:
 - That the Vendors are seized and possessed of and/or otherwise well i) and sufficiently entitled as the full and absolute owner of All That the piece or parcel of revenue redeemed land containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square Feet (equivalent to 1165 Square Meters) more or less, with dwelling houses and structures thereat measuring 2800 Square Feet more or less, all situate lying at and being present Municipal Premises No.163B Manicktala Main Road (formerly being a divided and demarcated portion of Premises No.163 Manicktala Main Road), Police Station-Manicktala, Kolkata-700054 (comprised in Holding No.53/68, Division 2, Sub-Division 5, Dihi Panchannagram, in Mouza-Sheoratala Village), Sub-Registration office Sealdah, within Ward No.32 of the Kolkata Municipal Corporation Together With 1/3rd (one-third) undivided ownership share right title and interest in the 8' (eight feet) wide passage, carved out of the erstwhile Premises No.163 Manicktala Main Road, and running from North to

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FRESA REAL ESTATE PRIVATE LIMITED

Director / Authorised Signatory

FRESA CONSTRUCTIONS PRIVATE LIMITED

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FRAGUM PROJECTS PRIVATE LIMITED

Director / Authorised Signatory

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South and containing an area of 01 Cottah 08 Chittacks more or less., hereinafter referred to as "the Said property".

- That the Vendors purchased and acquired the said property by virtue of an Indenture of Conveyance dated 22nd July 2010 made between (1) Jaya Rani Saha wife of late Dulal Kanti Saha (2) Jayanta Kumar Saha son of Late Dulal Kanti Saha (3) Santanu Kumar Saha son of late Dulal Kanti Saha (4) Soma Saha daughter of late Dulal Kanti Saha all therein jointly referred to as the Vendors of the One Part and the Vendors herein therein referred to as the Purchasers of the Other Part and duly registered with the ADSR Sealdah,in Book No. I Volume No. 5, Page Nos. 1526 to 1549 and being number 2084 for the year 2010,
- That the said Property is free from all encumbrances mortgages charges liens lispendens cases vesting attachments trusts uses debutters tenancies leases occupancy rights Thika tenancies restrictions restrictive covenants acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- That there never was nor is there any excess vacant land in the said property or in the hands of the Vendor or its predecessors-in-title within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 nor is there any impediment under the provisions of the said Act of 1976 in the Vendor conveying and transferring the said Property or any part thereof or any undivided share therein;
- v) That the said Property is in uninterrupted and exclusive "Khas" peaceful vacant possession of the Vendors without any disturbance obstruction claim or objection whatsoever from any person or persons and that no person or persons has ever claimed title opossession to the said Property or any part thereof adversely to the Vendor;
- vi) That to the best of the knowledge of the Vendors, the said Property or any portion thereof is not affected by any notice or scheme or alignment of the Kolkata Municipal Corporation or the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;



FRESA PROPERTIES PRIVATE LIMITED

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Director / Authorised Signatory

BLOOMBUILT CONSTRUCTION PRIVATE LIMITED

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- been made or notification published for acquisition or requisition of the said Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recover. Act or any other Acts or Case or otherwise whatscever or howsoever;
- ix) That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the said Property or any part thereof or any undivided share therein:
- Property or in any way concerning the said Property or any part thereof is pending and that no person has ever claimed any right title interest or possession whatsoever in the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person has or car claim any right title or interest whatsoever in the said Property or any portion thereof:
- xi) That the said Property or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981;
- xii) That the said Property or any portion thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act or any other Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (c) any trust resulting or constructive arising under any debutter name



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benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or properties or any of them, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Municipal Taxes, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;

- xiii) That there is no defect in the Vendor's title which could expose the Purchasers to any risk nor is there any material or latent defect therein or any part thereof or in the Vendor's title thereto:
- xiv) That no document judgement or any other order is in force as on date affecting the said Property or any part thereof nor is the said Property or any part thereof vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;
- xv) That the Vendor has not done anything whereby the right title or interest of the Vendor in the said Property or any part thereof could have been encumbered impeached challenged or disputed in any way.
- B. The Vendor approached the Purchasers and offered to sell transfer convey assign and assure to the Purchasers All That an undivided 42 sq.ft. of land in the said Property morefully described in the SCHEDULE hereunder written and hereinafter referred to as "the PROPERTY BEING CONVEYED" and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendors and believing the same to be true and correct and acting on faith thereof, the Purchasers agreed to purchase and acquire the said Property being conveyed from the Vendors absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto and hereinafter appearing.
- I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 2,31,000/- (Rupees two lacs thirty one thousand) only of the lawful money of the Union of India in hand and well and truly by the Purchasers to the Vendors paid at or before the execution





hereof (the receipt whereof the Vendors doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchasers and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be), the Vendors doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchasers ALL THAT an undivided 42 sq.ft. of Land or part or share in the said property being Municipal Premises No. 163B Manicktala Main Road (formerly being a divided and demarcated portion of premises No. 163 Manicktala Main Road), being conveyed, morefully and particularly mentioned and described in the SCHEDULE hereunder written TOGETHER WITH like undivided share in all and singular the intangible assets fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water courses lights and all manner of former and other rights liberties benefits privileges easements quasi-easements appendages and appurtenances whatsoever 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 TOGETHER WITH 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 estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendors into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be 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 use of the Purchasers absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

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 done committed executed or knowingly permitted or suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the respective properties benefits and rights hereby granted sold conveyed



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- (ii) AND THAT the Vendors have not done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the respective properties benefits and rights hereby granted so d conveved 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 itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the respective properties benefits 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 encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands 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 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 said Property jointly with the Vendors respectively and receive the proportionate share of the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendors and all 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 leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition



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alignment claims demands and liabilities whatsoever or howsoever created by the Vendors or any person or persons claiming as aforesaid.

- (vi) AND THAT the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors or the Vendor's respective predecessors-in-title of any of them 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 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 or may reasonably be required by the Purchasers.
- hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchasers or any of them produce or cause to be produced to the Purchasers and each 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 relating to the said Property, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title 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 uncantelled.
- (viii) AND THAT the Vendors 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 respective Property Being Conveyed or any part or portion thereof or if any person establishes any right title or interest in the Property Being Conveyed or any part thereof adversely to the Purchasers' rights title and interest therein or by reason of any of the representations



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declarations and assurances made and/or given by the Vendors to the Purchasers being found to be untrue, incorrect, false or misleading.

(ix) AND ALSO THAT Vendors are and shall always be liable for payment of all municipal and other rates and taxes and other outgoings and impositions payable in respect of the said Property for the period upto the date hereof.

THE SCHEDULE ABOVE REFERRED TO:

(the said Property being conveyed)

ALL THAT an undivided 42 (forty two) sq.ft. (equal to a 0.3349% undivided ownership) in all that piece and parcel of revenue free land containing an area of 17 (seventeen) Cottahs 6 (six) Chittacks 30 (thirty) Square Feet (equivalent to 1165 Square Meters) more or less, with dwelling houses and structures thereat measuring 2800 Square Feet more or less, all situate lying at and being present Municipal Premises No.163B Manicktala Main Road (formerly being a divided and demarcated portion of Premises No.163 Manicktala Main Road), Police Station-Manicktala, Kolkata-700054 (comprised in Holding No.53/68, Division 2, Sub-Division 5, Dihi Panchannagram, in Mouza-Sheoratala Village), Sub-Registration office Sealdah, within Ward No.32 of the Kolkata Municipal Corporation Together With 1/3rd (one-third) undivided ownership share right title and interest in the 8° (eight feet) wide passage, carved out of the erstwhile Premises No.163 Manicktala Main Road, and running from North to South and containing an area of 01 Cottah 08 Chittacks more or less. The said Premises No.163B Manicktala Main Road. Kolkata is delineated in the Plan annexed hereto duly bordered thereon in "Red" and the said Passage is delineated in the Plan annexed hereto duly bordered thereon in "Blue", and the said Premises is butted and bounded as follows:

On the North : By Passage connecting E.M. Bypass with Premises No. 160

and 161 Manicktala Main Road and thereafter by Municipa

Premises Nos. 162A & B Manicktala Main Road, Kolkata;

On the East : By Kolkata Municipal Corporation Surface Drain and beyond

that by Eastern Metropolitan Bypass;

On the West : Partly by Premises No. 161 Manicktala Main Road, Kolkata

and partly by premises No. 33 Canal Circular Road, Kolkata and thereafter by portion of premises No. 157 Manicktala

Main Road, Kolkata;

On the South : Partly by Premises No.163C Manicktala Main Road, Kolkata,

partly by Premises No.163A (portion) Manicktala Main Road, Kolkata, and partly by 8' (eight Ret) wide private passage



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(all the three carved out of mother premises No. 163 Manicktala Main Road, Kolkata);

OR HOWSOEVER OTHERWISE the same now are or is or heretobefore were or was situated butted bounded called known numbered described or distinguished. IT BEING CLARIFIED that an undivided forty two square feet out of the aforesaid property is the subject matter of sale.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribes their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed VENDORS at Kolkata in the presence of:

Amfram Das S/O. It. Day. 164/1, Manichtala Main Rd. Kolkala-700054 Pathing Muchine Director/Authorised Signatury

TANISHOUE VINIMAY PRIVATE LIMITED

Director / Authorised Signatury

SAMUDRA VYAPAAR PROVATE LIMITED &

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

fijur Karmanar Sto. Late R. C. Karmanar Volt/1, H. H. Rowd Kolxala - Hooosy CHANSUD MARKETING PYT. LTO

Dulaklithe.

MANI GRIHA FIRMAN PRIVATE LIMITED
PORTON MAN MUKHONU
Director / Authorization

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MANI SQUARE LIMITED

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ELEPHANTUS DEVELOPERS PRIVATE LANTED

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