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THIS INDENTURE is made this 38 day of Golden. 2008 BETWEEN (1) SHRI YOGESH AGARWAL alias SHRI JAGADISH AGARWAL, son of Late Kishere Chand Agarwal, by religion Hindu, by occupation Business, residing at Village Sripur Bagher Khol, P.S. Sonarpur in the

E.5 AUG 2008 Sold to Mis Granapati Niwas Port Ltd.
andrew 41. Crocked Lancks 69 Presented For Registration at Kelkata Registration Office ondays of20 Primen homen reminence Penapati Mwas Priv Imira Purva lumer luy que Gogal Approved
GOGBSH ACCARIENC Idendifical by me 11, Croomed lake WRANCES-1, KOLKATA Kalkan - 68

District of 24-Parganas (South) hereinafter referred ti as the **VENDOR** (which term or expression unless excluded by or repugnant to the subject or context be deemed to mean and include all his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART** AND M/S. GANAPATI NIWAS PVT. LTD., a company registered under the Companies Act, having its registered office at No. 11, Crooked Lane, Kolkata – 700 069, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the **OTHER PART**.

WHEREAS by a Bengali Deed of Conveyance bearing date 06th day of January, 1976 corresponding with 21st Pous, 1382 BS made between Kinu Mondal, therein mentioned as the Vendor and (1) Smt. Sudesh Gupta and (2) Smt. Usha Gupta therein mentioned as the Purchasers, registered in Book No. 1, Volume No. 3, pages 139 to 142 being No. 39 for the year 1976 at the office of the Sub-Registrar, Sonarpur, the said Kinu Mondal the Vendor therein, for the consideration therein mentioned, absolutely sold transferred and conveyed unto and in favour of said (1) Smt. Sudesh Gupta and (2) Smt. Usha Gupta all that the piece and parcel of land containing an area of .51 acre comprised within R.S. Dag No. 1355, Khatian No. 338, Pargana Magura, Touji No. 114, Revenue Survey No. 228, J.L. No. 58, Mouza Ram Chandrapur, P.S. Sonarpur, Sub-Registry Office Alipore in the District of 24-Parganas (South) more fully and particularly described in the Schedule thereunder written;

AND WHEREAS by a Bengali Deed of Conveyance bearing date 29th day of April, 1978 corresponding with 15th Baisakh, 1385 BS made between Monajat Ali Mondal therein mentioned as the Vendor and Shri Jagidish Agarwal therein mentioned as the Purchaser, registered in Book No. 1, Volume No. 10,

pages 91 to 94 being No. 949 for the year 1978 at the office of the Sub-Registrar, Sonarpur, the said Monajat Ali Mondal the Vendor therein, for the consideration therein mentioned, absolutely sold transferred and conveyed unto and in favour of Shri Jagadish Agarwala all that the piece and parcel of land containing total area of 1.11 acres out ofwhich .79 acre of land out of .87 acrre is comprised in R.S. Dag No. 2565, Khatian No. 560 and .32 acre of land out of .90 acre is comprised in R.S. Dag No. 2564 under Khatian No. 88 at Pargana Magura, Touji No. 118, Revenue SurveyNo. 209, J.L. No. 65, Mouza Bon Hooghly, P.S. Sonarpur, Sub-Registry Office Sonarpur, District Registry Office Alipore in the District of 24-Parganas (South) more fully and particularly described in the Schedule thereunder written;

AND WHEREAS by a Bengali Deed of Conveyance bearing date 16th day of December, 1996 corresponding with 30th Aghrayan, 1403 BS made between Smt. Khatejan Bibi, therein mentioned as the Vendor and Shri Yojesh Agarwal therein mentioned as the Purchaser, registered in Book No. 1, Volume No. 127, pages 312 to 316 being No. 8153 for the year 1996 at the office of the Additional District Sub-Registrar, Sonarpur, the said Khatejan Bibi the Vendor therein, for the consideration therein mentioned, absolutely sold transferred and conveyed unto and in favour of said Shri Jogesh Agarwal all that the piece and parcel of land containing an area of .06½ acres out of total .90 acres of land comprised within R.S. Dag No. 2564 under Khatian No. 88, Pargana Magura, Touji No. 118, Revenue Survey No. 209, J.L. No. 65, Mouza Bon Hooghly, P.S. Sonarpur, Sub-Registry Office Sonarpur, District Registry Office Alipore in the District of 24-Parganas (South) more fully and particularly described in the Schedule thereunder written;

AND WHEREAS by a Bengali Deed of Conveyance bearing date 10th day of June, 1997 corresponding with 27th Jaistha, 1404 BS made between Nabi

Ahammad, therein mentioned as the Vendor and Shri Yojesh Agarwal therein mentioned as the Purchaser, registered in Book No. 1, Volume No. 77, pages 58 to 63 being No. 4908 for the year 1997 at the office of the Additional District Sub-Registrar, Sonarpur, the said Nabi Ahammad, the Vendor therein, for the consideration therein mentioned, absolutely sold transferred and conveyed unto and in favour of Shri Jogesh Agarwal all that the piece and parcel of land containing an area of .19 ½ acres out of .90 acres comprised in R.S. Dag No. 2564 under Khatian No. 88, Pargana Magura, Touji No. 110, Revenue Survey No. 209, J.L. No. 65, Mouza Bon-Hooghly, P.S. Sonarpur, Siub-Registry Office Sonarpur, District Registry Office Alipore in the District of 24-Parganas (South) more fully and particularly described in the Schedule thereunder written.

AND WHEREAS Smt. Sudesh Gupta, wife of Kishore Chand Agarwal died intestate leaving her surviving her only son, Yogesh Agarwal as her sole legal heir and representative who inherited ½ share of Smt. Sudesh Gupta in respect of the .51 acre of land comprised in R.S. Dag No. 1355, Khatian No. 338 which the said Smt. Sudesh Gupta held together with Smt. Usha Gupta.

AND WHEREAS the said Yogesh Agarwal, son of Kishore Chand Agarwal and Jagadish Agarwal, son of Kishore Chand Agarwal is the same and identical person and the said Jagadish Agarwal is generally known as Yogesh Agarwal and there is no separate identification of Jagadish Agarwal;

AND WHEREAS thus the Vendor herein seized possessed of and well and sufficiently entitled to half share of .51 acre of land comprised within R.S. Dag No. 1355 under Khatian No. 338 i.e. the Vendor is entitled to .25 ½ acre land in R.S. Dag No. 1355 under Khatian No. 338 and also the Vendor is absolutely entitled to the land containing an area of .79 acre comprised within Dag No. 2565 under Khatian No. 560 and also .58 acre land comprised within Dag No.2564 under

Khatian No. 88 in Mouzas Ramchandrapur and Bonhooghly, J.L. No. 58 and 65 respectively, Police Station Sonarpur in the District of 24-Parganas (s), hereinafter referred to as 'the said property'

AND WHEREAS the Vendor herein have agreed to sell and the Purchaser herein has agreed to purchase all that the said property measuring 1.62 ½ acres land situate lying at Mouzas Ramchandrapur and Bonhooghly, Parganas Magura, Police Station Sonarpur, Sub-Registry Office Sonarpur in the District of 24-Parganas (South) more fully and particularly described in the Schedule written hereunder as it is where it is condition at or for the consideration of Rs. 65,00,000/- (Rupees Sixty-five Lakhs) only free from all encumbrances charges liens acquisition or requisition whatsoever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 65,00,000/- (Rupees Sixty-five Lakhs) only of lawful money of India well and truly paid by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof for ever acquit release and discharge the Purchaser; as well as the said property by these presents) the Vendor doth hereby grant transfer convey sell assign and assure unto the Purchaser All That the total 1.62 ½ acres land in three separate R.S. Dags i.e. .25 ½ acre land comprised within Dag No. 1355 under Khatian No. 338 and .79 acre land in Dag No. 2565 under Khatian No. 560 and .58 acre land comprised within Dag No. 2564 under Khatian No. 88 in Mouzas Ramchandrapur and Bonhooghly, Sub-registration Office Sonarpur, Police Station Sonarpur, District South 24-Parganas more fully and particularly described in the Schedule hereunder written as it is where it is condition with all appurtenances together with all homestead, trees, tank, hedges, ditches, ways,

water, water course, lights, liberties, privilege and easement whatsoever to the land and all the estates, right, title, interest, claim and demand whatsoever of the Vendor into or upon the same and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the Purchaser, its successor or successors in office assigns absolutely and forever TOGETHER WITH all title deeds, writings, muniments and other evidences of title and the Vendor doth hereby covenant with the Purchaser, its successors in office and assigns and notwithstanding any acts, deeds or things hereto before done, executed or knowingly suffered to the contrary the Vendor is now lawfully seized and possessed of the said property in as it is where it is condition free from attachments or defect in title whatsoever and that the Vendor has full power and absolute authority to sell the said property in the manner aforesaid and the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas without any claim or demand whatsoever from the Vendor or any person claiming through or under them.

THE VENDOR HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:

- 1. That the Vendor has subsisting, absolute and unfettered perfect right to sell the schedule mentioned property having no other Co-owners and Co-sharers.
- 2. That the property hereby sold is not attached with any decree by the Court, nor the said property is wakf one, nor the said property is a Debuttor one.
- 3. That the Vendor doth hereby declare that he has not entered into any agreement for sale with any other person/persons, organization nor with any body in connection with the said property, nor the Vendor has mortgaged the said property with any bank or any financial institution and nor the property has been encumbered in any way and the same is not also attached with any scheme of

Government/Improvement authority nor the property is acquired under the Land Acquisition Act.

- 4. That the Purchaser shall have every right to mutate its name before settlement office and Panchayat etc by deleting the name of erstwhile owner and to pay revenue and taxes thereof in its own name before all competent authorities and the Vendor further agrees to co-operate with the Purchaser for all times for the purpose of mutation.
- 5. That the Purchaser/Company is entitled to develop the property according to its own liking in accordance with the law and the Purchaser shall use, enjoy and peaceably and quietly possess the Schedule mentioned property including its successors-in-office having absolute perfect transferable right thereof.
- 6. The Vendor does hereby undertake to execute and register any further deed in future like deed of Rectification or Deed of Declaration for more perfectly conveying and assuring the said property for better enjoying the Purchaser in case of necessity and at the request and cost and expenses of the Purchaser.
- 7. That the Purchaser is entitled to use, occupy and enjoy all easements, appurtenances, hereditaments, messuages, advantages, benefits, privileges, appertaining to and arising out of the property hereby sold along with all advantages of path, pathways, passage and also entitled to install electricity, telephone and water connection in the schedule mentioned property.
- 8. That the Vendor does hereby declare that he has not allowed any person to cultivate the land hereby sold in "Bhagchas" or otherwise in any manner whatsoever.

9. That the Vendor does hereby deliver khas possession of the said property herein sold to the Purchaser.

THE SCHEDULE ABOVE REFERRED TO;

ALL THAT the iece and parcel of land measuring amout 1.62 ½ acres comprised within following Dags and Khatians No. situate lying at Mouzas Ramchandrapur and Bonhooghly, J.L. No. 58 and 65 respectively, Police Station Sonarpur, Sub-registry Office Basuipur, District Registry Office Alipore and in the District of 24-Parganas:-

R.S. Dag No.	Khatian No.	Area
1355	338	.25 ½ acre
2565	560	.79 acre
2564	88	.58 acre

The said R.S. Dags are as shown in the map or plan bordered with red colour thereon and R.S. Dag No. 1355 is butted and bounded on the North partly by R.S. Dag No. 1356 and R.S. Dags No. 2564 and 2655 are butted and bounded as follows:

ON THE NORTH : By P.W.D. Road

ON THE SOUTH : By R.S. Dags No. 2566 and 1378

ON THE EAST : By R.S. Dag No. 1368

ON THE WEST : By R.S. Dags No. 2563 and 2561

Or howsoever otherwise butted bounded called known numbered distinguished and described.

IN WITNESS WHEREOF the Vendors and the Purchaser hereunto set and subscribed their respective hands on the day month and year first above written

SIGNED SEAALED AND DELIVERED

in the presence of:

WITNESSES !-

1. Sliver Agganial
127, Lake Terrace Kol-29

2. Uther Mama
12, old fort Min (1)
Kol-1

3. Rayhunett Cherling Advoiate High Conf Confoulte- 700 001.

1. Delig Kay

1. Booged Care,

2. Kark ata 1700069

2. What Manna

12. old Port o Mains

1001-1

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(YOGESH AGGARVAL) ACXPAIISGA

denapati Niwas Private Limites

AABCG 9069K

(PURCHASER)

Received on the day month and year first abovewritten of and from the abovenamed Purchaser the sum of Rs. 65,00,000/(Rupees Sixty-five Lakhs) only being the consideration amount abovementioned as per memo below:

Rs. 65,00,000/-

MEMO OF CONSIDERATION

DATE	PARTY NAME	CHEQUE NO.	BANK NAME	AMOUNT (RS)
21.07.2007	Jogesh Agarwal	153916	Vijaya Bank	20,00,000/-
11.08.2007	Jogesh Agarwal	153919	Vijaya Bank	15,00,000/-
11.08.2007	Jogesh Agarwal	153920	Vijaya Bank	15,00,000/-
11.08.2007	Jogesh Agarwal	153921	Vijaya Bank	15,00,000/-
			TOTAL	65.00.0004

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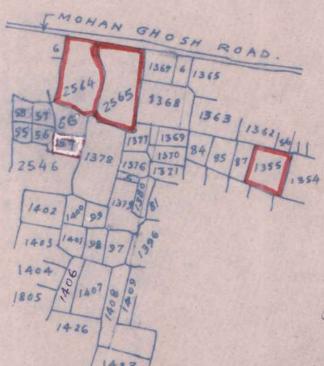
SPECIMEN FORM FOR TEN FINGERPRINTS Little finger Ring Finger Middle Finger Fore Finger Thumb Left Hand Thumb Fore Finger Middle Finger Ringh Finger Little Finger Right Hand Little finger Ring Finger Middle Finger Fore Finger Thumb Left Hand home Fore Finger Thumb Middle Finger Ringh Finger Little Finger Right Hand moun Little finger Ring Finger Middle Finger Fore Finger Thumb Left РНОТО Hand Thumb Fore Finger Middle Finger Ringh Finger Little Finger Right Hand Little finger Ring Finger Middle Finger Fore Finger Thumb Left РНОТО Hand Thumb Fore Finger Middle Finger Ringh Finger Little Finger Right Hand

PLAN OF DAG NOS. 1355,2564, AND OTHERS. MOUZA-RAMCHANDRAPUR, & BONHOOGHLY NO.65. J. L. NO. 58, R. S. NOS. 196, & 228, KHATIAN NO. THANA SONAR PUR. DT. 24 PGS. (N.) SCALE 16" INCH=1 MILE.

Trans.

VENDOR: - JAGADISH AGARWAL. AREA: -1.62 /2 ACRES.

BONHOOGHLY



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Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 01444 of 2010 (Serial No. 11744 of 2008)

> (Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I





(Dines Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I

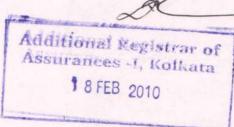


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ADDL. REGISTRAR OF ASSURANCE-I



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

Endorsement For Deed Number: I - 01444 of 2010 (Serial No. 11744 of 2008)

On 03/10/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 71489/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 03/10/2008

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

Presented for registration at 13.30 hrs on :03/10/2008, at the Office of the A.R.A.-I KOLKATA by Pawan Kumar Kajaria. ,Claimant.

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

Execution is admitted on 03/10/2008 by

- 1. Yogesh Agarwal. Alias Jagadish Agarwal, son of Lt Kishore Chand Agarwal, By Caste Hindu, By Profession: Business
- Pawan Kumar Kajaria. Director, M/s. Ganapati Niwas Pvt Ltd, 11, Crooked Lane Kol - 69, District:-Kolkata, WEST BENGAL, India, P.O.:-... By Profession: Others

Identified By Dilip Roy, son of Lt H P Roy, 11, Crooked Lane, Kolkata, , P.S.:., PINCODE:700069, By Caste: Hindu, By Profession: Service.

> (Ramananda Das) ADDL. REGISTRAR OF ASSURANCE-I

On 13/02/2009

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.-5186000/-

Certified that the required stamp duty of this documents Rs.- 311170 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

> nanda Das (Ra REGISTRAR OF ASSURANCE-I ADD.

On 18/02/2010

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.

Deficit stamp duty

received on 18/02/2010

Additional Registrar of Deficit stamp duty Rs. 306170/- is paid04311717/02/2010STATE BANK, OKONDAAESplanade Kolkata, \$ 8 FEB 2010

> (Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I



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

Endorsement For Deed Number: I - 01444 of 2010 (Serial No. 11744 of 2008)

On 03/10/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 71489/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 03/10/2008

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

Presented for registration at 13.30 hrs on :03/10/2008, at the Office of the A.R.A.-I KOLKATA by Pawan Kumar Kajaria. ,Claimant.

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

Execution is admitted on 03/10/2008 by

- 1. Yogesh Agarwal. Alias Jagadish Agarwal, son of Lt Kishore Chand Agarwal, By Caste Hindu, By Profession: Business
- Pawan Kumar Kajaria. Director, M/s. Ganapati Niwas Pvt Ltd, 11, Crooked Lane Kol - 69, District:-Kolkata, WEST BENGAL, India, P.O.:-... By Profession: Others

Identified By Dilip Roy, son of Lt H P Roy, 11, Crooked Lane, Kolkata, , P.S.:., PINCODE:700069, By Caste: Hindu, By Profession: Service.

> (Ramananda Das) ADDL. REGISTRAR OF ASSURANCE-I

On 13/02/2009

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.-5186000/-

Certified that the required stamp duty of this documents Rs.- 311170 / and the Stamp duty paid as: Impresive Rs.- 5000/-

> nanda Das (Ra REGISTRAR OF ASSURANCE-I ADD.

On 18/02/2010

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.

Deficit stamp duty

received on 18/02/2010

Additional Registrar of Deficit stamp duty Rs. 306170/- is paid04311717/02/2010STATE BANK, OKONDAAESplanade Kolkata, \$ 8 FEB 2010

> (Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 5021 to 5037 being No 01444 for the year 2010.



(Dines Kumar Mukhopadhyay) 19-February-2010 ADDL. REGISTRAR OF ASSURANCE-I Office of the A.R.A.-I KOLKATA West Bengal



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

Endorsement For Deed Number: I - 01442 of 2010 (Serial No. 11743 of 2008)

On 03/10/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 27489/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 03/10/2008

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

Presented for registration at 13.29 hrs on :03/10/2008, at the Office of the A.R.A.-I KOLKATA by Pawan Kumar Kajaria. ,Claimant.

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

Execution is admitted on 03/10/2008 by

_xecution is admitted on 03/10/2008 b

Pawan Kumar Kajaria.
 Director, M/s. Ganapati Niwas Pvt Ltd, 11, Crooked Lane Kol - 69, District:-Kolkata, WEST BENGAL, India, P.O.:-...

By Profession: Others

Identified By Dilip Roy, son of Lt H P Roy, 11, Crooked Lane, Kolkata, , P.S.:., PINCODE:700069, By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

 Yogesh Agarwal, son of Lt Kishore Chand Agarwal, Sripur Bagher Khol South 24 Pgs, Sonarpur, District:-Kolkata, WEST BENGAL, India, By Caste Hindu By Profession: Business, as the constituted attorney of Usha Gupta is admitted by him.

Identified By Dilip Roy, son of Lt H P Roy, 11, Crooked Lane, Kolkata, , P.S.:., PINCODE:700069, By Caste: Hindu, By Profession: Service.

(Ramananda Das.)
ADDL. REGISTRAR OF ASSURANCE-I

On 13/02/2009

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.-11240000/-

Certified that the required stamp duty of this document is Rs 6 44.0 Land the Stamp duty paid as: Impresive Rs.- 5000/-

On 18/02/2010

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

(Ramananda Das)
ADDL. REGISTRAR OF ASSURANCE I

Additional Registrar of Kolkata ishanof Rules 1962)

(Dines Kumar Mukhopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I

EndorsementPage 1 of 2

18/02/2010 14:54:00



Government Of West Bengal

Office Of the A.R.A.-I KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 01442 of 2010 (Serial No. 11743 of 2008)

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

Deficit stamp duty

Deficit stamp duty Rs. 669410/- is paid04311517/02/2010STATE BANK OF INDIA, Esplanade Kolkata, received on 18/02/2010

Deficit Fees paid

Deficit amount of Registration fees is realized under Article in rupees :

A(1) = 96140/- on 18/02/2010.

(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I



(Dines Kumar Mukhopadhyay) ADDL. REGISTRAR OF ASSURANCE-I

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 4966 to 4993 being No 01442 for the year 2010.



(Dines Kumar Mukhopadhyay) 19-February-2010 ADDL. REGISTRAR OF ASSURANCE-I Office of the A.R.A.-I KOLKATA West Bengal

BETWEEL

SHRI YOGESH AGARWAL alias SHRI JAGADISH AGARWA

... VENDOR

Property

AND

M/S. GANAPATI NIWAS PVT. LTD.,
... PURCHASER



ASSURANCEDA, KOLKATIN OF

THE LIKATA

Regi-

Book No......

Page Ne.....to.....

CONVEYANCE

M/s. Chatterjee, Sil & Co., Solicitors & Advocates 7, Old Post Office Street Kolkata – 700 001