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INDENTURE OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made on this 6 day of October Two thousand and Twelve (2012)

BY AND BETWEEN

M/S. EXCLUSIVE DEALCOMM PRIVATE LIMITED, a company incorporated within the meaning and under the provisions of The Companies Act 1956, having its registered Office at Premises no 99A, Park Street, Police Station - Park Street, Kolkata-700016,

BL No B6181 DATE 05 DET 2007

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Goldview Varigya Pvt. Ltd.

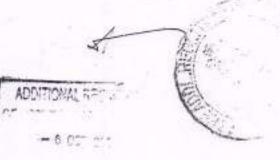
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having Income Tax PAN AABCE9726D, represented by one of its Director Sri Mehendra Kumar Jain, by faith-Hindu, by occupation: Business under refuge of the Board Resolution dated hereinafter referred to as the "OWNER/VENDOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include its successors-in-office, executors, officers, directors, administrators, legal representatives and/or assigns) of the ONE PART:

AND

m/s GOLDVIEW VANIJYA PRIVATE LIMITED, a Company incorporated within the meaning and under the provisions of The Companies Act 1956, having its registered Office 33A, Jawaharlal Lal Nehru Road Station - Park Street, Kolkata -7000 71, having Income Tax PAN AADCG4504D, represented by one of its Director Sri Rishi Jain, by faith-Hindu, by occupation - Business and under refuge of the Board Resolution dated hereinafter in these presents for the sake of brevity called, referred to and identified as the "PURCHASER" (which term and/or expression shall unless executed by and/or repugnant to the subject or context be deemed to mean, imply and include its successors-in-office, directors, executors, administrators, authorized representative, nominees and assigns) of the OTHER PART.

WHEREAS:

A. Sri Asim kumar Ghosh, Sri Ajit Kumar Ghosh, Smt Joyasri Ghosh and Abhishek Ghosh, were the joint and owners of ALL THAT a demarcated portion having an area of 5.1601 Cottah, equivalent to 8.52 Decimal comprised in R.S Dag No, 993 now corresponding to L.R. Dag No. 2447, 1.0754 Cottahs, equivalent to 1.78 Decimals comprised in R.S. Dag No. 994 now corresponding to L.R. Dag No. 2441, 0.0681 Cottah, equivalent to 0.12 Decimal comprised in R.S. Dag No. 996/1481, 0.5391 Cottahs equivalent to 0.88 Decimals comprised in R.S. Dag No. 996/1482 now both corresponding to L.R. Dag No.2445 & 0.1573 Cottahs equivalent to 0.25 Decimals comprised in R.S. Dag No. 994/1511 now corresponding to L.R. Dag No. 2447 i.e. in total aggregating to 07

Cottahs, equivalent to 11.55 Decimals more or less under L.R. Khatian No.3302, J.L. No 43, Mouza, Udairajpur, Police Station Barasat, within the limits of Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Parganas (herein after referred to as the Scheduled Property hereunder written) and as joint owners they jointly sold through their Constituted Attorney, transferred and conveyed the entire Scheduled Property hereunder written, to, for and in favour of M/S Exclusive Dealcomm Private Limited, by of a Deed of Conveyance dated 23rd May 2008, registered at the Office of the District Sub-Register II Barasat North 24 Parganas, West Bengal, and recorded in Book No. I, CD Volume No. 5, Pages 15675 to 15704 being No 04187 for the year 2008.

- Thus M/S Exclusive Dealcomm Private Limited by virtue of the B. aforesaid Deed of Conveyance became the Owner/Vendor herein of ALL THAT a demarcated portion having an area of 5.1601 Cottah, equivalent to 8.52 Decimal comprised in R.S Dag No, 993 now corresponding to L.R. Dag No. 2447, 1.0754 Cottahs, equivalent to 1.78 Decimals comprised in R.S. Dag No. 994 now corresponding to L.R. Dag No. 2441, 0.0681 Cottah, equivalent to 0.12 Decimal comprised in R.S. Dag No. 996/1481, 0.5391 Cottahs equivalent to 0.88 Decimals comprised in R.S. Dag No. 996/1482 now both corresponding to L.R. Dag No.2445 & 0.1573 Cottahs equivalent to 0.25 Decimals comprised in R.S. Dag No. 994/1511 now corresponding to L.R. Dag No. 2447 i.e. in total aggregating to 07 Cottahs, equivalent to 11.55 Decimals more or less under L.R. Khatian No.3302, J.L. No 43, Mouza, Udairajpur, Police Station Barasat, within the limits of Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Parganas and is more-fully and particularly mentioned in the Schedule appended below.
- C. By an Agreement of Sale dated 28.05.2008, it was interalia agreed by and between the parties to this presents that the Vendor herein

would sell the schedule property hereunder written to the purchaser herein for a consideration of Rs. 38,50,000/- (Thirty Eight Lakh Fifty Thousand) (which the Vendor acknowledges receipt of same in full) and also subject to all the terms and conditions as morefully contained/ stipulated therein.

D. In furtherance to such Agreement to Sale dated 28.05.2008 the Owner/Vendor herein intends to convey the entire scheduled property hereunder written free from all encumbrances mortgages, charges, liens, lispendens, attachments, debutters, Pirotters, Wakf, trusts, religious, bagchasi or burial ground, leases, tenancies, vesting, bargadars, tenancy, right, uses, claims, demands, acquisition, requisition, -, to - and in favour of the Purchaser herein M/S Goldview Vanijya Private Limited

NOW THIS INDENTURE WITNESSETH that in consideration of a sum of Rs. 38,50,000/- (Rupees Thirty Eight Lakh Fifty Thousand only) already paid by the PURCHASER to the OWNER/VENDOR before the execution of these presents and the OWNER/VENDOR doth hereby admit and acknowledge to have received the same and/or every part thereof as per the memo of consideration given below the OWNER/VENDOR doth hereby by these presents indefeasibly grant, convey and transfer, assign and assure unto the PURCHASER ALL THAT a demarcated portion having an area of ALL THAT a demarcated portion having an area of 5.1601 Cottah, equivalent to 8.52 Decimal comprised in R.S Dag No, 993 now corresponding to L.R. Dag No. 2447, 1.0754 Cottahs, equivalent to 1.78 Decimals comprised in R.S. Dag No. 994 now corresponding to L.R. Dag No. 2441, 0.0681 Cottah, equivalent to 0.12 Decimal comprised in R.S. Dag No. 995/1481, 0.5391 Cottahs equivalent to 0.88 Decimals comprised in R.S. Dag No. 996/1482 now both corresponding to L.R. Dag No.2445 & 0.1573 Cottahs equivalent to 0.25 Decimals comprised in R.S. Dag No. 994/1511 now corresponding to L.R. Dag No. 2447 i.e. in total aggregating to 07 Cottahs, equivalent to 11.55 Decimals more or less under L.R. Khatian No.3302, J.L. No 43, Mouza, Udairajpur, Police Station Barasat, within the limits of

Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Parganas commonly known as Kuhukeka gardens morefully and particularly described in the SCHEDULE BELOW, free all encumbrances, mortgages, charges, liens, lispendens, attachments, debutters, Pirotters, Wald, trusts, leases, tenancies, vesting, bargadars, bagchasi, tenancy, right, uses, claims, demands, acquisition, requisition, etc, whatsoever thereon HOWSOEVER otherwise the said demarcated property now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER with the land or ground whereupon or on part whereof the same is erected and built together with all houses, out-houses sewers, drains, ditches, path passages, water course, erections, fixtures, walls, yards, courtyards and benefit and advantages of ancient and other lights, liberties easements privileges, appendages and appurtenances whatsoever in the said demarcated property .or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with all estate, right, title, inheritance, use, trust, property, claim land demand whatsoever both at law and in equity of the OWNER/VENDOR into and upon the said property or every part thereof AND all deeds, pattas, muniments, writings and evidences of title which in any wise relate to the said demarcated property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the OWNER/VENDOR, their legal heirs representatives or any person from whom he or they can or may procure the same without action or suit at law or in equity AND TO HAVE AND TO HOLD AND ENJOY the said demarcated portion in respect of the aforesaid property and every part thereby granted, conveyed and transferred or expressed and intended unto and to the use of the PURCHASER, their successors or successors in office and/or assigns forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendors of these presents AND

the OWNER/VENDOR doth hereby for themselves, their heirs, executors, administrators and representatives, covenant with the PURCHASER, their successors or successors in office and/or assigns, THAT NOTWITHSTANDING any act, deed, or thing whatsoever, by the OWNER/VENDOR or by any of their predecessors and ancestors in title, done or executed or knowingly suffered to the contrary the OWNER/VENDOR had at all material times heretofore and now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said demarcated property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto land to the use of the PURCHASER, its successor or successors in office and/or assigns in the manner aforesaid AND THAT the PURCHASER, its successor or successors in office and/or assigns shall and may at all times hereafter, peaceably and quietly enter into hold, possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the OWNER/VENDOR or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their predecessors in title AND THAT free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the OWNER/VENDOR will and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts attachments and encumbrances whatsoever made or suffered by the OWNER/ VENDOR or any of its predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said demarcated portion in respect of the aforesaid property or any part thereof from under or in trust for them the Vendor or from or under any of its predecessors in title shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER, their successor or successors in office and/or assigns do and execute, or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the

said demarcated property and every part thereof unto and to the use of the PURCHASER, its successor or successors in office and/or assigns according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHERMORE THAT the OWNER/VENDOR and all its successor or successors in office, and/or assigns shall at all times hereafter indemnify and keep indemnified the PURCHASER, its successor or successors in office and/or assigns against any loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor or any breach of the covenants herein under contained.

SCHEDULE ABOVE REFERRED TO:

ALL THAT a demarcated portion having an area of 5.1601 Cottah, equivalent to 8.52 Decimal, comprised in R.S Dag No. 993 now corresponding to L.R. Dag No. 2447, 1.0754 Cottahs, equivalent to 1.78 Decimals comprised in R.S. Dag No. 994 now corresponding to L.R. Dag No. 2441, 0.0681 Cottah, equivalent to 0.12 Decimal comprised in R.S. Dag No. 996/1481, 0.5391 Cottahs equivalent to 0.88 Decimals comprised in R.S. Dag No. 996/1482 now both corresponding to L.R. Dag No.2445 & 0.1573 Cottahs equivalent to 0.25 Decimals comprised in R.S. Dag No. 994/1511 now corresponding to L.R. Dag No. 2447 i.e. in total aggregating to 07 Cottahs, equivalent to 11.55 Decimals more or less under L.R. Khatian No.3302, J.L. No 43, Mouza, Udairajpur, Police Station Barasat, within the limits of Madhyamgram Municipality Ward No. 9 (on Jessore Road North), District: North 24 Parganas . The Plot of Land being numbered as "X", as more fully delineated in the Map or Plan annexed hereto and thereon bordered "RED" line and butted and bounded as follows:

ON THE NORTH Part of R.S. Dag. 996/1481, 996/1482 & 993;

ON THE SOUTH R.S. Dag. 993 & 994/1512; ON THE EAST

R.S. Dag. 994 & 996/1482; and ON THE WEST

3 R.S. Dag. 993. IN WITNESS WHEREOF the parties to these presents hereto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the above named OWNER/ VENDOR at Kolkata in the presence of:

Evolusion Dealgoom Pir. Ltd.

Director

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Sunday

SIGNED SEALED AND DELIVERED by the above named PURCHASER at Kolkata in the presence of:

Goldview Vaniya Pvt. Ltd.

Lower Ry

RECEIPT AND MEMO OF CONSIDERATION

Received from the Purchaser the sum of Rs. 38,50,000/- (Rupees Thirty Eight Lakh Fifty Thousand only) only towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode	Date	Bank	Amount[Rs.]	
034341	17.05.2008	ABN AMRO BANK	Rs. 38,50,000/-	
		Total	Rs. 38,50,000/-	

(Rupees Thirty Eight Lakh Fifty Thousand only)

Witnesses:

Long & Strone

Eus Ry

Exclusive Dealconim Pvt. Ltd.

· Mahandra Kum Tan

Director

VENDOR

Drafted by:

Kuldeep Saha

Advocate, High Court, Calcutta

R.S. DAG NO. 993, 994, 1481, 1482 & 1511, UNDER MADHYAMG AM MUNICIPALITY WARD NO. 9 . P.S. BARASAT, DIST. NORTH 24 PAF GAL



AREA OF LAND : R.S. DAG NO. 993 = 5.1605 KATTAH

R.S. DAG NO. 994 = 1.0754 KATTAH

R.S. DAG NO. 1481 = 0.5391 KATTAH

R.S. DAG NO. 1482 = 0.5391 KATTAH R.S. DAG NO. 1511 = 0.1573 KATTAH

ROA MUNICIPALITY D D 0 MUNICIPALIT or AS 111 7 Kattah a 0 20 S 0 30 5 ш 1 tive Designmen Pyt. Ltd. Goldy L., Vantyr Put, Ltd. 1 Mahandra Kum Jain Direct

Director

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

Endorsement For Deed Number: I - 12966 of 2012

(Serial No. 11990 of 2012)

On 06/10/2012

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

Presented for registration at 14.45 hrs on :06/10/2012, at the Private residence by Rishi Jan Claimant.

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

Execution is admitted on 06/10/2012 by

Sri Mahendra Kumar Jain
 Director, M/s. Exclusive Dealcomm Pvt Ltd, 99 A, Park Street, Kol, Thana:-Park Street, P.O.
 District:-Kolkata, WEST BENGAL, India, Pin:-700016.
 By Profession: Business

2. Rishi Jain

Director, M/s. Goldview Vanijya Pvt Ltd, 33 A, Jawaharlal Nehru Road, Kol, Thana:-Park Street, P.O. District:-Kolkata, WEST BENGAL, India, Pin:-700071.

, By Profession : Business

Identified By Romit R. Shamsukha, son of R K Shansukha, 153 A, Motilal Nehru Road, Kol. P.O. District:-Kolkata, WEST BENGAL, India, Pin:-700029, By Caste: Hindu, By Profession: Others.

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

On 08/10/2012

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.-38,50,000/-

Certified that the required stamp duty of this document is Rs.- 269520 /- and the Stamp duty paid as

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

On 09/10/2012

Payment of Fees:

Amount By Cash

Rs. 42437.00/-, on 09/10/2012

(Under Article : A(1) = 42339/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 09/10/2012)

(Anup Kymar Mandal) ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

12/10/2012 16:12:00



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

Endorsement For Deed Number : I - 12966 of 2012 (Serial No. 11990 of 2012)

Deficit stamp duty

Deficit stamp duty

- 1. Rs. 115972/- is paid07140105/10/2012State Bank of India, PARK STREET, received on 09/10/2012
- Rs. 4821/- is paid07143508/10/2012State Bank of India, PARK STREET, received on 09/10/2012

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

On 12/10/2012

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.

Deficit stamp duty

Deficit stamp duty Rs. 148727/- is paid07158511/10/2012State Bank of India, PARK STREET, received on 12/10/2012

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 12/10/2012



ADDL. REGISTRAR OF ASSURANCES-I EndorsementPage 2 of 2

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 51 Page from 3471 to 3485 being No 12966 for the year 2012.



(Dulal chandraSaha) 19-October-2012 ADDL. REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal

DATED THIS THE 6th DAY OF OCTOBER, 2012

BEFORE

M/S. EXCLUSIVE DEALCOMM PRIVATE LIMITED

... OWNER/VENDOR

AND

M/S GOLDVIEW VANLJYA PRIVATE LIMITED

... PURCHASER

INDENTURE OF CONVEYANCE

KULDEEP SAHA

Advocate MMS Chamber No.B4, 4A, Council House Street, Kolkata - 700 001