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CERTIFIED THAT THE DECUMENT ADMITTED TO REGISTRATION. THE MIGHATURE SPEET AND THE ENDORSEMENT SPEETS AT TAX RED TO THIS DOCUMENT ARE THAT THE TARTS OF THIS DOCUMENT. AS Constituted

SILIGURI-IL AT BAGDOGRA DIST-DARJEELING 0 4 MAY 2011

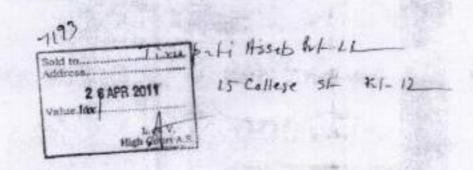
THIS DEED OF CONVEYANCE made this 3rd day of May Two Thousand Eleven BETWEEN SMT. RITIKA AGARWAL daughter of Sri Suresh Kumar Agarwal and wife of Sri Mukesh Kumar Agarwal, by faith Hindu, by occupation Business, residing at Dr. Kalinath Road, Khalpara, P. O. & P. S. Siliguri, District - Darjeeling,

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REALCON PVT. LTD

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Director.

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TIRUMALA REALCON PUT, LTD.

Sub Regalia,



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and permanently residing at 8-1804 RNA Royale Park, M.G. Road, Kandivali (West), Mumbai-400 067, represented by her constituted attorney SRI SURESH KUMAR AGARWAL, son of Sri Moti Lai Agarwal, residing at Dr. Kalinath Road, Khalpara, P.O. & P.S. Siliguri, District-Darjeeling, appointed by a Registered Power-of-Attorney dated 27.04.2011 Registered with the Sub-Registrar Borivali No. 5, Mumbai, Suburban, District : Bandra, State of Maharastra and recorded in Book No. IV being/Deed No. Badar-11/3762/2011 for the year 2011, hereinafter referred to as "the "VENDOR" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs legal representatives successors executors and administrators) of the ONE PART AND TIRUPATI ASSETS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at No.15 College Street, Kolkata 700012, represented by its Director, SHRI GOVIND GARG, son of Late A.L. Garg, hereinafter referred to as "the PURCHASER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors in office and/or assigns) of the OTHER PART:

WHEREAS:

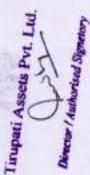
- A. The Vendor herein has held out, represented before and assured the Purchaser, inter alia, as follows:
 - That one Champa Devi Singh (Lama) was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner / raiyat, amongst other properties, to All Those the various pieces or parcels of agricultural land containing a total area of 1615 Sataks (equivalent to 16.15 Acres) more or less, comprised in various Dags, recorded in Khatian No.16, in Mouza Baniakhari, J.L.No.55, Police Station Siliguri (earlier Matigara), Pargana Patharghata, District Darjeeling, West Bengal, details whereof are given hereinbelow:

Dag No.	Khatian No.	Share	Total Area in Da (in Satak)	
304	16	1.0000	204	
306		1.0000	276	
307		1.0000	60	
309		1.0000	402	
320		1.0000	252	
322		1.0000	421	
	Total:		1615	

ii) That the said Champa Devi Singh (Lama) a Hindu governed by Hindu Law, died intestate leaving her surviving her two sons namely Previn Lama and Navin Lama and three daughters namely (Smt.) Basanti Lama (alias Moktan), (Smt.) Binita Lama (alias Gauchan) and (Smt.) Sudhesna Lama (alias Singh), as her only heirs heiresses and

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legal representatives, who all upon her death jointly inherited and became entitled to the said 1615 Sataks in the said Dags, absolutely and forever, each having 1/5th equal undivided share therein;

- Hindu Law, died intestate leaving her surviving her one son namely samrat Prasad Gauchan and one daughter namely Reema Gauchan, as ther only heirs heiresses and legal representatives, who both upon her death jointly inherited and became entitled to her 1/5° share in the said 1615 Sataks in the said Dags, absolutely and forever and in equal shares;
- iv) That by a Registered Deed of Conveyance dated 3rd September, 2002 and registered with the A.D.S.R., Sig-II at Bagdogra, Darjeeling in Book No.I Volume No.16 Pages 67 to 76 Being No.I-818 for the year 2003, the said Samrat Prasad Gauchan and Reema Gauchan for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendor herein, All That the said undivided 1/5th share in the said Dags, absolutely and forever;
- v) That the name of the Vendor is recorded as the owner / raiyat in the L.R.Records of Rights under L.R.Khatian No.289 in the manner given hereinbelow:

R.S/L.R. Dag No.	L.R. Khatian No.	Total Area in Dag (in Satak)	Share	Area Recorded (in Satak)	
304	289 (Previous Khatian No.16)	204	0.2010	41	
306		276	0.1990	55	
307		60	0.2000	12	
309		402	0.1990	80	
320		252	0.1984	50	
322		421	0.1999	84	
	Total:	1615		322	

The aforesaid land owned by the Vendor is morefully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter referred to as "the SAID PROPERTY".

vi) That the said Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;



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- vii) That the Vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendor has been using the same for their personal use and cultivation;
- viii) That the Vendor has duly made payment of the Khajana in respect of the said Property;
- That no part or portion of the said Property has ever vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property nor is there any case pending under such Acts or Statutes;
- x) That the Vendor never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property, nor did the predecessors-intitle or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Property;
- xi) That no declaration has been made or 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;
- xii) 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 Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- xili) 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 and/or their respective portions thereof unto and in favour of the Purchaser.

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- xiv) That the said Property or any part 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, (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, (d) any trust resulting or constructive arising under any debutter name 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 property, (h) any right of any person under any agreement or otherwise, (I) any burden or obligation other than payment of Khajana / Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;
- В. The Vendor, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure the said Property to the Purchaser and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the same from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto.
- The said Property is low-land and also land-locked and has no direct access to any public road.
- D. The Purchaser has at or before execution of this deed of sale paid to the Vendor the entire amount of the said mutually agreed consideration and have called upon the Vendor to grant this conveyance in favour of the Purchaser.
- I. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.80,00,000/= (Rupees Eighty Lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt § whereof the Vendor doth hereby as also by the receipt and memo of consideration?



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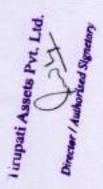
hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser ALL THAT the said Property, fully described in the SCHEDULE hereunder written, and all ownership share portions rights title and interest therein of the Vendor and/or his predecessors in title with all ownership rights title and interest to own hold possess use and enjoy the same TOGETHER WITH all ownership share rights title and interest whatsoever or howsoever of the Vendor and/or meant for beneficial use and enjoyment of the said Property TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages fences hedges ditches trees walls water 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 rents issues and profits thereof and all and every part thereof AND all the Raiyati and other estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor 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 TOGETHER WITH all deeds pattahs muniments writings and evidences of title in arrywise relating to or connected with the said Property or any part thereof which now are or is or hereafter may be in possession power custody or control of the Vendor or any person or persons from whom the Vendor may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the same unto and to the use of the Purchaser 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 bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

(i) THAT notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the

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Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits 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 Vendor 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 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 Vendor has now good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser 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 Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or the Vendor's predecessors-in-title.
- (v) AND THAT the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits 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 Vendor 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 Vendor 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

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leases tenancies encumbrances restrictions restrictive covenants liens attachments lispendens uses debutters trusts bargadars bhagchasis acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.

- 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 Vendor or the Vendor's predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser 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 Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.
- AND THAT the Vendor 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 Purchaser produce or cause to be produced to the Purchaser or their agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Property, including the Parcha and those hereinbefore recited, which have not been expressly delivered by the Vendor to the Purchaser, 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 Purchaser and will at all times hereafter keep such documents-of-title safe unobliterated and uncancelled.
- (viii) AND THAT the Vendor has requested and requisitioned the Purchaser to make payment of the part / entire consideration in cash and accordingly at such request of the Vendor, the Purchaser has made payment of the part / entire consideration in cash to the Vendor, if and as per memo written hereinbelow.
 - (ix)AND ALSO THAT the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any

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Director / Authorized Signesory



suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendor to the said Property or any part or portion thereof or by reason of any of the representations declarations and assurances made and/or given by the Vendor to the Purchaser being found to be untrue, incorrect, false or misleading.

III. AND THE VENDOR DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

- i) THAT the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khajana, land revenue and other outgoings and impositions payable in respect of the said Property for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchaser and the Vendor shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof;
- AND THAT the Vendor has complied with all provisions of the West Bengal Land Reforms Act, 1955 and is not in default thereof.
- (ii) AND THAT the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said Property hereby sold and conveyed;

THE SCHEDULE ABOVE REFERRED TO: (said Property)

All Those various pieces and parcels of agricultural land, being the undivided 1/5th share in 16.15 Acres situate lying and being the part and portion of and comprised in Dag / Piot Nos.304, 306, 307, 309, 320 & 322, recorded in Khatlan No.289 (Previous Khatlan No.16), in Mouza Banlakhari, J.L.No.55, Police Station Siliguri (earlier Matigara), Pargana Patharghata, District Darjeeling, West Bengal, details of the recordings in the name of the Vendor are given hereunder:

R.S/L.R. Dag No.	L.R. Khatian No.	Total Area in Dag (in Satak)	Share	Area Recorded (in Satak)
304	289 (Previous Khatian No.16)	204	0,2010	41
306		276	0.1990	55
307		60	0.2000	12
		402	0.1990	80
309		252	0.1984	50
320		421	0.1999	84
322	Total:	1615	4,222	322

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

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 withinnamed VENDOR at Bagdogra in the presence of:

1. Os po Cale J. C. Paul -1674 H. C. Road Siligui - 734001

2. Nabra Basu. 5/0 S.N. Basu Khalfowen, NAKSAIGOO' Daglee Lig.

SIGNED SEALED AND DELIVERED by the withinnamed PURCHASER at Bagdogra in the presence of:

Jadugopal Paul. 1. USJO Utale J. C. faul. 187A H. C. foad Siligui-734001

2. Nabris Basu. S/O S.N. Basu. Khalfores. Naksalbasi. Droifesti g. Drafted By:

Rajas Barus

Advocate, NO WIS 921 1993 High Court, Calcutta Sween we Agen

(SURESH KUMAR AGARWAL) as Lawful constituted attorney of SMT. RITIKA AGARWAL

(PAN ADDPA1353Q)

SIGNATURE OF THE VENDOR

Tirupati Assets Pvt. Ltd.

My Director.

(PAN AACCT3993N)

SIGNATURE OF THE PURCHASER

TIRUMALA REALCON PVT. LTD.

Director / Authorised Signetory



RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs.80,00,000/= (Rupees Eighty Lacs) only being the consideration in full payable under these presents as per memo written hereinbelow:

MEMO OF CONSIDERATION;

SI.	Demand Pay No.	Date	Bank	Name of the Payee	Amount (Rs.)
1	433439	02.05.2011	The Lakshmi Vilas Bank Ltd.	Ritika Agarwal	55,00,000
2	RTGS UTR Code LAVBH11119000188	29.04.2011	The Lakshmi Vilas Bank Ltd.	Ritika Agarwal	25,00,000
				Total Rs.	80,00,000

(Rupees Eighty Lacs) only.

WITNESSES:

1. Jadu gapal faul 1. Jejo Late J. C. faul. 167 A H. C. Road Siliguri-734001

2. Nabra Basu 5/0 S.N. Basu Khalfor a. Naksalbari Dajecti 9.

Sweamer Aguns

(SURESH KUMAR AGARWAL)

As Lawful constituted attorney of

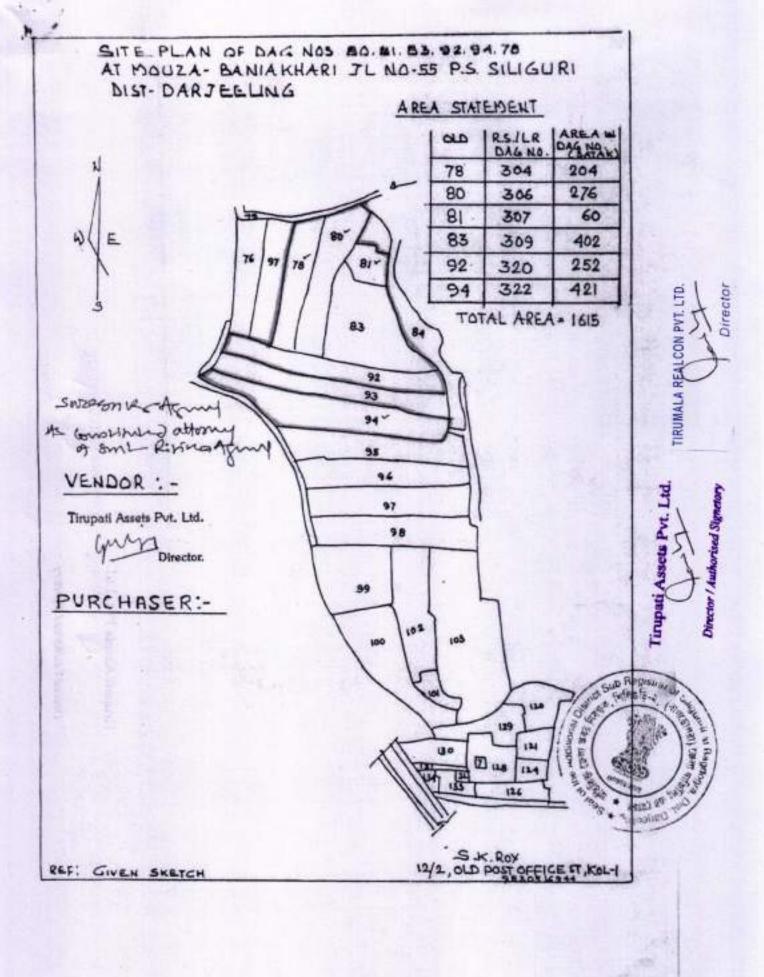
Smt. Ritika Agarwal Sween ve Agruy

VENDOR

Tirupati Assets Pvt. Ltd.

TIRUMALA REALCON PVT. LTI





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Government Of West Bengal

Office Of the ADSR Siliguri-II at Bagdogra District:-Darieeling

Endorsement For Deed Number: 1 - 03419 of 2011 (Serial No. 03146 of 2011)

On

Payment of Fees:

On 03/05/2011

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

Presented for registration at 20.00 hrs on :03/05/2011, at the Private residence by Suresh Kumar Agarwal .Executant.

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

Execution is admitted on 03/05/2011 by

1. Govind Garo

Director, Tirupati Assets Private Limited, 15 College Street, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. - Pin :-700012 .

By Profession : Business

Identified By Nabin Basu, son of S N Basu, Naxalbari, Thana:-Naxalbari, District:-Darjeeling, WEST BENGAL, India, P.O.:-Naxalbari , By Caste: Hindu, By Profession: Service.

Executed by Attorney

Execution by

1. Suresh Kumar Agarwal, son of Sri Moti Lai Agarwal , Khalpara, Dr. Kalinath Road, , Thana: Siliguri, District-Darjeeling, WEST BENGAL, India, P.O. : Siliguri By Caste Hindu By Profession: Business as the constituted attorney of Ritika Agarwal is admitted by him.

Identified By Nabin Basu, son of S N Basu, Naxalbari, Thana: -Naxalbari, District: -Darjeeling, WEST BENGAL, India, P.O.:-Naxalbari , By Caste: Hindu, By Profession: Service.

> (Dhruba Dasgupta) A.D.S.R. Siliguri-II at Bagdogra

On 04/05/2011

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 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Amount By Cash

Rs. 94589/-, on 04/05/2011

(Dhruba Dasgupta) Controus + A.D.S.R. Siliguri-II at Bagdogra

EndorsementPage 1 of 2

IRUMALA REALCON PVT.

Assets Pvt. Ltd

and Registrar of CAMBIE .. H15) 99

04/05/2011 17:42:00



Government Of West Bengal Office Of the ADSR Siliguri-II at Bagdogra District:-Darieeling

Endorsement For Deed Number : I - 03419 of 2011 (Serial No. 03146 of 2011)

(Under Article: A(1) = 94589/- on 04/05/2011)

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.-8599647/-

Certified that the required stamp duty of this document is Rs. - 515978 /- and the Stamp duty paid as: Impresive Rs. - 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 514978/- is paid, by the draft number 105336, Draft Date 28/04/2011, Bank Name State Bank of India, SHAKESPEAR SARANI, received on 04/05/2011

(Dhruba Desgupta) A.D.S.R. Siliguri-II at Bagdogra IRUMALA REALCON PVT. LTD.

Tirupati Assets Pvendid

(Dhruba Dasgupta) A.D.S.R. Siliguri-II at Baggogra

EndorsementPage 2 of 2

04/05/2011 17:42:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 9 Page from 2427 to 2443 being No 03419 for the year 2011.



Tirupati Assets Pvr. Ltd.

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Director / Authorised Signatory

(Dhruba Dasgupta) 05-May-2011 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra West Bengal Rejustroy of the property of t

TRUE COPY

Addl. Dist-Sub/Registrar Siliguri- II at Bagdogra, Dist - Darjeeling

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