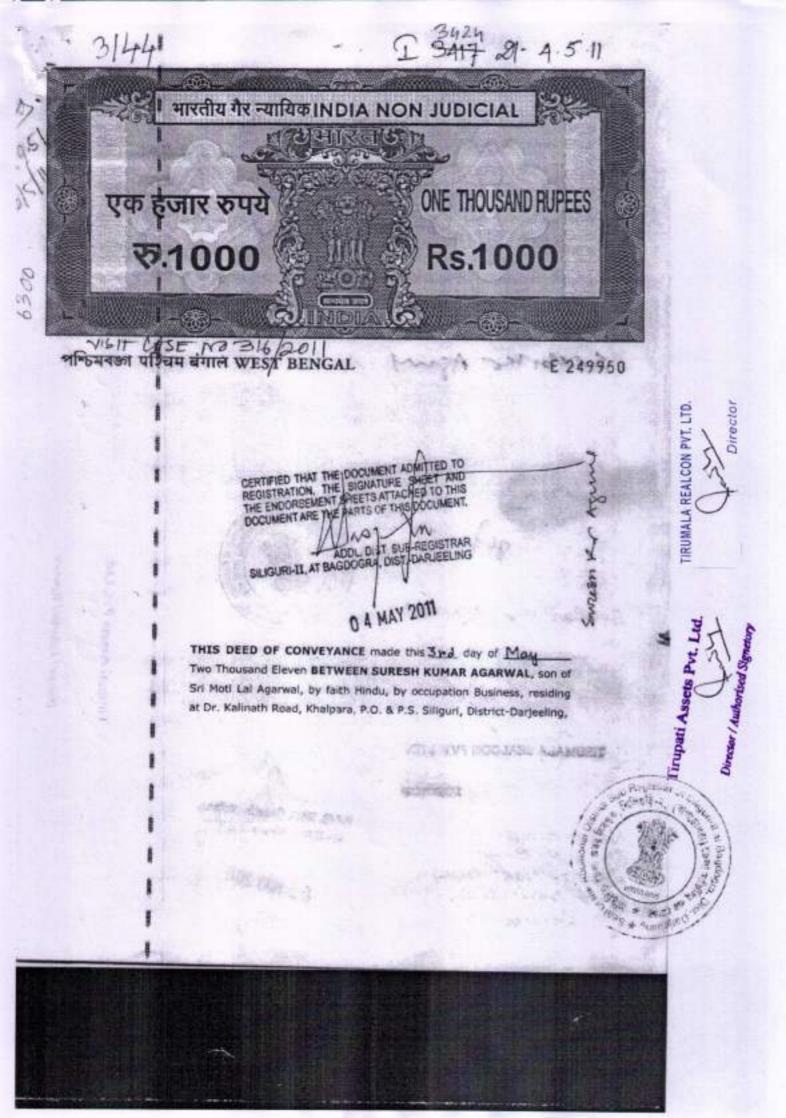


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TIRUMALA REALCON PVT. LTD

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TIRUMALA REALCON PVT. LTD.



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Tirupati Assets Pri. Ltd.



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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 his heirs legal representatives successors executors and administrators) of the ONE PART AND TIRUMALA REALCON 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 Dag (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		

That the said Champa Devi Singh (Lama) a Hindu governed by Hindu
Law, died intestate leaving her surviving her two sons namely Pravin
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 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;

liia) That by a Registered Deed of Conveyance dated 11th January, 2002 and registered with the A.D.S.R., Sig-II at Bagdogra, Darjeeling in Book No.I

TIRUMALA REALCON PVT. LTD.

Tirupati Assets Pvr. Ltd.



Volume No.15 Pages 377 to 388 Being No.I-808 for the year 2003, the said **Pravin Lama** for the consideration therein mentioned granted sold conveyed and transferred unto and to the **Vendor** herein, **All That** his undivided 1/15th share in the said Dags, absolutely and forever;

- That by a Deed of Conveyance dated 5th July, 2002 and registered with the A.D.S.R., Sig-II at Bagdogra, Darjeeling in Book No.I Volume No.16 Pages 57 to 66 Being No.I-817 for the year 2003, the said Navin Lama for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendor herein, All That his undivided 1/15th share in the said Dags, absolutely and forever;
- registered with the A.D.S.R., Sig-II at Bagdogra, Darjeeling in Book No.1 Volume No.16 Pages 11 to 20 Being No.I-812 for the year 2003, the said Basanti Lama (alias Moktan) for the consideration therein mentioned granted sold conveyed and transferred unto and to the Vendor herein, All That her undivided 1/15th share in the said Dags, absolutely and forever;
- In the events and by virtue of the above mentioned three Deeds the Vendor herein became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner / raiyat, to All That the 1/5th share in the said Dags, absolutely and forever and the name of the Vendor is recorded in the L.R.Records of Rights under L.R.Khatian No.290 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		204	0.2843	58	
306	290 (Previous Khatian No.16)	276	0.2861	79	
307		60	0.2833	17	
309		402	0.1594	64	
320		252	0.1588	40	
322		421	0.1639	69	
	Total:	1615		327	

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".

v) 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

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IRUMALA REALCON PVT. LTD.

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Tirupati Aspets Pvr. Ltd.

Director / Authorized Signatory



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- vi) 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;
- That the Vendor has duly made payment of the Khajana in respect of the said Property;
- viii) 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;
- 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-in-title 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;
- x) 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;
- 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 howspever 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;
- xii) 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

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TIRUMALA REALCON PVT. LTD.

Tirupati Assets Pvr. Ltd.
Director / Authorised Signature

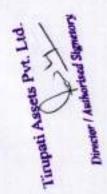


Property and/or their respective portions thereof unto and in favour of the Purchaser.

- 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 lew, (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,
- B. The Vendor, being in urgent need of money, approached the Purchaser and offered to sell transfer convey assign and assure 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 howspever 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.
- C. 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)

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II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER 85 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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TIRUMALA REALCON PVT. LTD.

Tirupati Assets Pvr. Ltd.



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 leases

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TIRUMALA REALCON PVT. LTD.

Inupati Assets Pvt. Ltd.



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.

- AND THAT the Vendor and all person or persons having or lawfully rightfully or (vi) 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.
- (vii) 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 sult 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.
- AND ALSO THAT the Vendor shall at all times hereafter indemnify and keep (ix) 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 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

TIRUMALA REALCON PVT. LTD

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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:

- 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;
- ii) AND THAT the Vendor has complied with all provisions of the West Bengal Land Reforms Act, 1955 and is not in default thereof.
- 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 parciels of agricultural land, being the undivided 1/5th share in its entirety in 16.15 Acres situate lying and being the part and portion of and comprised in Dag / Plot Nos.304, 306, 307, 309, 320 & 322, recorded in Khatian No.290 (Previous Khatian No.16), in Mouza Baniakhari, 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		204	0.2843	58	
306	290 (Previous	276	0.2861	79	
307		60	0.2833	17	
309	Khatian	402	0.1594	64	
320	Na.16)	252	0.1588	40	
322		421	0.1639	69	
	Total:	1615		327	

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

Firupati Assets Pvr. Ltd.

Firupati Assets Pvr. Ltd.

Director / Authorised Signetory



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:

Jadugapal Paul. Sjo Lalet J. C. Paul. 1. 167A H.C. Road Siliguri - 734001

2. Nabin Base. S/O. S. N. Base. Khalloora. Naksalbasi Danjeeli 9.

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

Jadugopal Paul.

1010 Lali J.C. Paul.

161 A H.C. Road

Siliguri -734001

2. Mabin Basu. 3/0. S.N. Basu. &Kalfonea. Naksalbari Dwefrali g.

Drafted By:

Rayas Barun

Advocate. High Court, Calcutta Ennolment NO WB 921/1993 (PAN ACUPA 7553P)

SIGNATURE OF THE VENDOR

TIRUMALA REALCON PVT. LTD.

DIRECTOR

(PAN AADCT7159D)

SIGNATURE OF THE PURCHASER

TIRUMALA REALCON PVT, LTD.

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	110373	02.05.2011	State Bank of India, Calcutta	Suresh Kumar Agarwal	30,00,000
2	RTGS UTR Code LAVBH11116000620	26.04.2011	The Lakshmi Vilas Bank Ltd.	Suresh Kumar Agarwal	50,00,000
-				Total Rs.	80,00,000

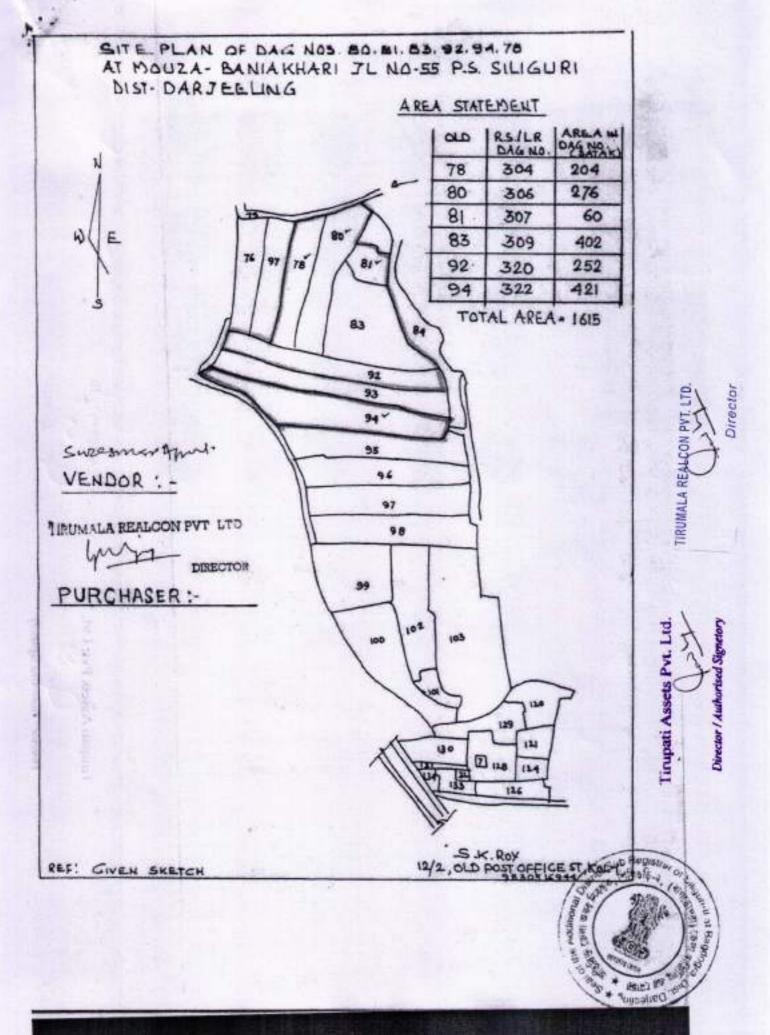
(Rupees Eighty Lacs) only

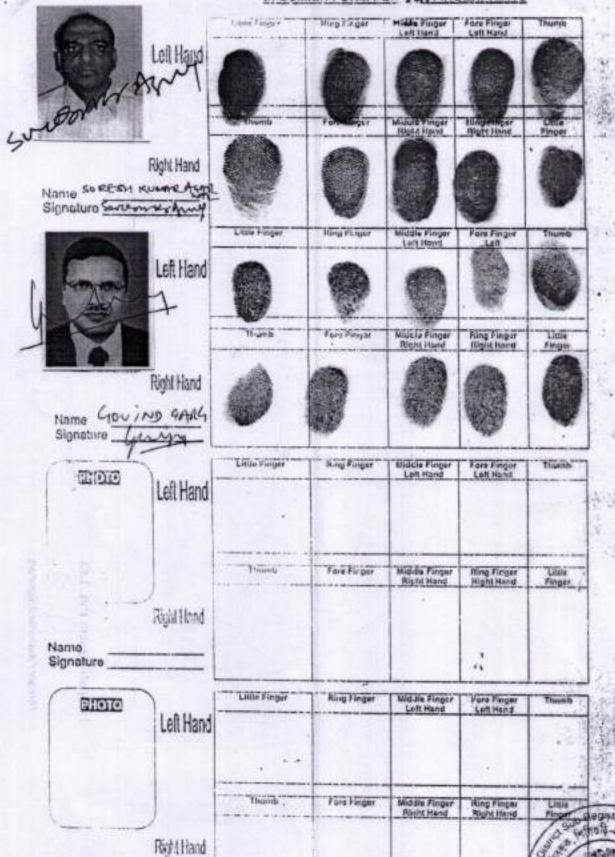
1. Andugapal faul. 1. So Itale J. C. faul 167A H. C. Road Seligui -734001

2. Nabin Basu. 5/0- S.N. Basu. Khalloon, Nakonlban Dazjee Li 9.

VENDOR







Name Signature TIRUMALA REALCON PVT. LTD.

Tirupati Assets Pvt. Ltd.



Government Of West Bengal

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

Endorsement For Deed Number: 1 - 03424 of 2011 (Serial No. 03144 of 2011)

On 03/05/2011

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

Presented for registration at 19.51 hrs on :03/05/2011, at the Private residence by Suresh Kumar Aganval Executant.

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

Execution is admitted on 03/05/2011 by

- 1. Suresh Kumar Agarwal, son of Sri Moti Lal Agarwal , Dr. Kalinath Road, Khalpara, , , Thana:-Siliguri, District: Darjeeling, WEST BENGAL, India, P.O. :-Siliguri , By Caste Hindu, By Profession : Business
- 2. Govind Garg Director, Tirumala Realcon Pvt Ltd., No. 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.

> (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. 96415/-, pn 04/05/2011

(Under Article : A(1) = 96415/- 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.-8765099/-

Certified that the required stamp duty of this document is Rs.- 525906 /- and the Stamp duty paid as: Impresive Rs.- 1000/flicit stamp duty

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

EndorsementPage 1 of 2

04/05/2011 18:28:00

REALCON PVT. RUMALA



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

Endorsement For Deed Number: 1 - 03424 of 2011

(Serial No. 03144 of 2011)

Deficit stamp duty Rs. 524906/- is paid, by the draft number 105337, Draft Date 28/04/2011, Bank Name State Bank of India, SHAKESPEAR SARANI, received on 04/05/2011

Payment of Fees:

Amount By Cash

Rs. 0/-, on 04/05/2011

Exempted (on 04/05/2011)

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

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Charles of the Control of the Contro Proper - Secritor A.D.S.R. Siliguri-II at Baddogra EndorsementPage 2 of 2

04/05/2011 18:28:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 9 Page from 2519 to 2535 being No 03424 for the year 2011.

Tirupati Assets Pvt. Ltd.

Director / Authorised Signetory

TIRUMALA REALCON PVT. LTD.

Director



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

West Bengal

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Addl. Dist-Suh Registrar Siliguri- II at Bandogra Dist - Darjeeling

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