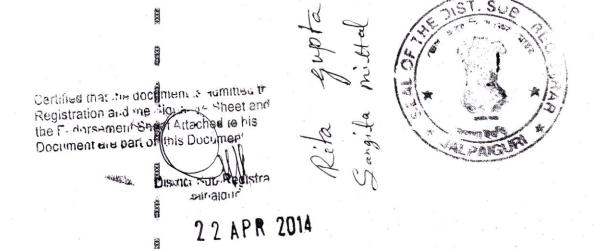


পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

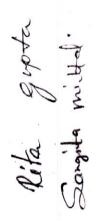
A 923781



DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE DAY OF APRIL 2014 (TWO THOUSAND FOURTEEN).





Page - 2

TOTAL CONSIDERATION : 1,72,70,000/-

AREA OF LAND : 60 DECIMAL

R.S. KHATIAN NO. : 681/1, 681/24 & 681/26

L.R. KHATIAN NO. : 20 & 24

R.S. PLOT NO. : 58/156

SHEET NO. : 04

J.L. NO. : 02

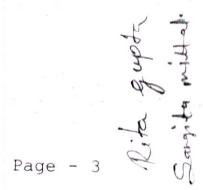
MOUZA : DABGRAM

PARGANA : BAIKUNTHAPUR

POLICE STATION : BHAKTINAGAR

DISTRICT : JALPAIGURI

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION



BETWEEN

1.SMT RITA GUPTA (PAN : ADAPG 1628D) W/o Dilip Kumar Gupta,

2.SMT SANGITA MITTAL (GUPTA) (PAN : AEKPM 8504M)
W/o Pradip Mittal,

Both are Hindu by religion, Indian by Nationality, Housewife by occupation, resident of S.P. Mukherjee Road, P.O. & P.S. Siliguri in the District of Darjeeling —— hereinafter jointly & collectively called the VENDORS/FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns) of the ONE PART.

AND

RESPONSE TRADELINKS PRIVATE LIMITED (PAN : AAECR 2789Q) A Private Limited Company incorporated under the provision of Companies Act 1956 bearing certificate of Incorporation No.U51909WB2009PTC133443 Dated 04.03.2009 having its Registered office at 7A, Bentinck Street, Old wing, 2nd Floor, Kolkata --- hereinafter called the SECOND PARTY/PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the OTHER PART represented by one of its Director duly authorized for this purpose SRI SANJAY KUMAR GOYAL S/o Late Deshraj Goyal, Hindu by religion, Indian by Nationality, Director of the above named Company by Occupation, resident of Sevoke Road, P.O. & P.S. Siliguri in the District of Darjeeling.

I) WHEREAS one MANGAL SINGH ROY alias MANGLU SINGH ROY was the recorded owner of all that piece and parcel of land recorded in Khatian No. 681/24 of Mouza - Dabgram in the District of Jalpaiguri.

Rita gupta
123
Rita gupta
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124

Sangita mittal.

| SL No. 12882 Date. 28-3-2014 | |
|--|----------|
| PURCHASER Response Transaciones Full Address Konkosta Private Lieurted Total value 5000/ | p (Jany |
| Full Address Hot Private Lieurited | |
| Total value5000 | 何念过 |
| Stamp Purchased from JPG Treasury on | |

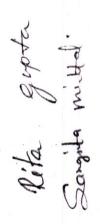
STAMP VENDER '
(JAYA DAS)
Licence no-1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri



District Sub-Registrar Jalpaiguri

21 APR 2014

Kanta Cepta W/O Santosh Kumen Cupta 9 P Mukhenjee Raala Khal para Siliguni



Page - 2

TOTAL CONSIDERATION : 1,72,70,000/-

AREA OF LAND : 60 DECIMAL

R.S. KHATIAN NO. : 681/1, 681/24 & 681/26

L.R. KHATIAN NO. : 20 & 24

R.S. PLOT NO. : 58/156

SHEET NO. : 04

J.L. NO. : 02

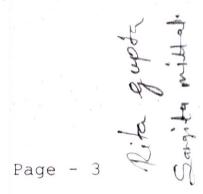
MOUZA : DABGRAM

PARGANA : BAIKUNTHAPUR

POLICE STATION : BHAKTINAGAR

DISTRICT : JALPAIGURI

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION



BETWEEN

1.SMT RITA GUPTA (PAN : ADAPG 1628D) W/o Dilip Kumar Gupta,

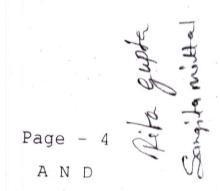
2.SMT SANGITA MITTAL (GUPTA) (PAN : AEKPM 8504M)
W/o Pradip Mittal,

Both are Hindu by religion, Indian by Nationality, Housewife by occupation, resident of S.P. Mukherjee Road, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter jointly & collectively called the VENDORS/FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns) of the ONE PART.

AND

RESPONSE TRADELINKS PRIVATE LIMITED (PAN : AAECR 27890) A Private Limited Company incorporated under the provision of Companies Act 1956 bearing certificate of Incorporation No.U51909WB2009PTC133443 Dated 04.03.2009 having its Registered office at 7A, Bentinck Street, Old wing, 2nd Floor, Kolkata --- hereinafter called the SECOND PARTY/PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the OTHER PART represented by one of its Director duly authorized for this purpose SRI SANJAY KUMAR GOYAL S/o Late Deshraj Goyal, Hindu by religion, Indian by Nationality, Director of the above named Company by Occupation, resident of Sevoke Road, P.O. & P.S. Siliguri in the District of Darjeeling.

I) WHEREAS one MANGAL SINGH ROY alias MANGLU SINGH ROY was the recorded owner of all that piece and parcel of land recorded in Khatian No. 681/24 of Mouza - Dabgram in the District of Jalpaiguri.



Ia) WHEREAS one SAKUNTALA DEVI acquired a piece and parcel of land measuring 61 Decimal appertaining to forming part of Plot No. 58/156 of Sheet No. 4 recorded in Khatian No. 681/24 of Mouza - Dabgram by virtue of a Deed of Conveyance executed by MANGAL SINGH ROY alias MANGLU SINGH ROY and registered at the Office of the District Sub - Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 1684 for the year 1987.

AND

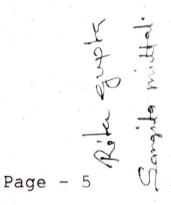
Ib) WHEREAS Vendor No. 1 hereof SMT RITA GUPTA acquired a piece and parcel of land measuring 61 Decimal appertaining to forming part of Plot No. 58/156 of Sheet No. 4 recorded in Khatian No. 681/24 of Mouza - Dabgram by virtue of a Deed of Conveyance executed by SAKUNTALA DEVI and registered at the Office of the District Sub - Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 5004 for the year 1992.

AND

II) WHEREAS one TEPU SINGH ROY was the recorded owner of all that piece and parcel of land recorded in Khatian No. 681/1 of Mouza - Dabgram in the District of Jalpaiguri.

AND

IIa) WHEREAS Vendor No. 2 hereof SMT SANGITA MITTAL acquired a piece and parcel of land measuring 31 Decimal appertaining to forming part of Plot No. 58/156 of Sheet No. 4 recorded in Khatian No. 681/1 of Mouza - Dabgram by virtue of a Deed of Conveyance executed by TEPU SINGH ROY and registered at the Office of the Additional District Sub - Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 1009 for the year 1986.



Possessing the aforesaid Land above named Vendor No. 2 hereof **SMT SANGITA MITTAL** mutated her name in the Office of J.L.R.O., Rajganj vide mutation case No. IX-II/598(R)/86-87.

AND

III) WHEREAS one JADUPAUL ROY was the recorded owner of all that piece and parcel of land recorded in Khatian No. 681/26 of Mouza - Dabgram in the District of Jalpaiguri.

AND

IIIa) WHEREAS possessing the aforesaid land above named JADUPAUL ROY died intestate leaving behind him, his following legal heirs namely:-

1. BHANGA TOKA ROY

(SON)

2. KANA ROY

(DAUGHTER)

3. AKALI ROY

(DAUGHTER)

4. MITHAKALA ROY

(DAUGHTER)

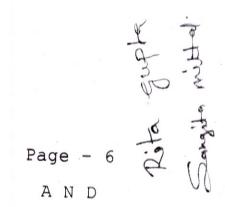
5. KUMILA ROY

(WIFE)

as his only legal heirs to inherit all his movable and immovable properties.

AND

MITTAL also acquired a piece and parcel of land measuring 33 Decimal appertaining to forming part of Plot No. 58/156 of Sheet No. 4 recorded in Khatian No. 681/26 of Mouza - Dabgram by virtue of a Deed of Conveyance jointly executed by BHANGA TOKA ROY & 4 OTHERS and registered at the Office of the Additional District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 1011 for the year of 1986. Possessing the aforesaid Land above named Vendor No. 2 hereof SMT SANGITA MITTAL mutated her name in the Office of B.L. & L.R.O. Rajganj vide mutation case No. IX-II/614(R)/86-87.



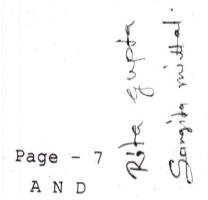
IIIc) WHEREAS Vendor No. 2 hereof SMT SANGITA MITTAL also acquired a piece and parcel of land measuring 16 Katha 4 Chhataks appertaining to forming part of Plot No. 58/156 of Sheet No. 4 recorded in Khatian No. 681/26 of Mouza - Dabgram by virtue of a Deed of Conveyance jointly executed by BHANGA TOKA ROY & 4 OTHERS and registered at the Office of the Additional District Sub - Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 1012 for the year 1986. Possessing the aforesaid Land above named Vendor No. 2 hereof SMT SANGITA MITTAL mutated her name in the Office of J.L.R.O., Rajganj vide mutation case No. IX-II/613(R)/86-87.

AND

WHEREAS out of the aforesaid purchased land Vendor No. 2 hereof SMT SANGITA MITTAL sold and transferred land measuring 32.25 Decimal by executing a Deed of Conveyance in favor of one SRI ARUN KUMAR BERLIA duly registered at the office of the Additional District Sub - Registrar, Jalpaiguri being Document No. 122 for the year 1992.

AND

WHEREAS vendors hereof are in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule below without any objection, interruption, claim, demand, whatsoever from any other person and as such the Vendors become sole, absolute and exclusive owner-in-possession of the said land and have got right, title and interest having permanent heritable and transferable interest therein. During Current Revenue Survey Name of Vendor No. 1 hereof SMT RITA GUPTA is recorded in L.R. Khatian No. 24 and Name of the Vendor No. 2 hereof SMT SANGITA MITTAL (GUPTA) is recorded in L.R. Khatian No. 20 of Mouza - Dabgram of L.R. Sheet No. 31



WHEREAS the Vendors being in need of fund for acquiring more profitable properties have offered to sale all that piece and parcel of land as more fully described in the schedule below.

AND

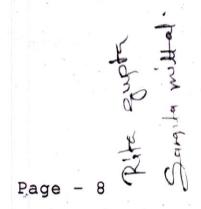
WHEREAS the Purchaser being in need of land have accepted the offer of the first party and have offered and agreed to purchase the land as fully described in the schedule below for Rs. 1,72,70,000/- (Rupees One Crore Seventy Two Lakh Seventy Thousand) only free from all encumbrances whatsoever.

AND

WHEREAS the Vendors have accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sale the land more fully described in the schedule below for Rs. 1,72,70,000/- (Rupees One Crore Seventy Two Lakh Seventy Thousand) only free from all encumbrances whatsoever.

NOW THIS INDENTURE WITNESSETH THAT:

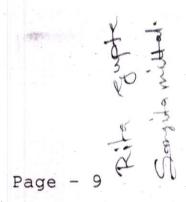
In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 1,72,70,000/- (Rupees One Crore Seventy Two Lakh Seventy Thousand) only, paid by the purchaser to the Vendors (the receipt whereof the vendors do hereby acknowledge and grant full discharge to the purchaser from payment thereof) the Vendors do hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as fully described in the schedule below and forming part of these presents and make over Khas and physical possession thereof to the purchaser together with all rights, liberties, privileges, assessments, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free form all encumbrances and the right, title and interest into and upon the property hereby transferred, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent, taxes etc. payable to the Superior land lord the State of West Bengal and any other proper authority.



AND the Vendors hereby covenanted with the purchaser that the interest which the vendors professes transfer subsists and the vendors have full authority and good power to transfer the said land, expressed or intended so to be unto the purchaser in the manner aforesaid and the vendors or any person claiming under shall and will from time to time at times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein shall and may required.

IT is further covenanted that the land described in the schedule below is hold by the vendors have not been surrendered or forfeited and that there exist no charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof on the date of these presents and in the event of discover of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendors shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchaser for any loss or injury that the purchaser shall have to sustain in consequence thereof.

THE Vendors further covenants that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that have accrued due up to the date of these presents have been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise the vendors shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.



THE Vendors further declares that the entire land forming subject matter of the present conveyance are/were in Khas and actual possession of the vendors on the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be these presents or any part thereof the vendors shall be liable to return to the purchaser the full or proportionate part or the consideration money as the case may be and shall also be liable for adequate compensation for any loss or injury attending thereto be sustained by the purchaser.

IT is hereby further declared by the Vendors that the they have not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by those presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof on the date of these presents or if any of the recitals made herein are proved to be false the vendors shall be liable to be dealt with according to law for false recitals made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

SCHEDULE

All that piece and parcel of Vacant land measuring 60 (Six Zero) Decimal appertaining to and forming part of Plot No. 58/156 (Five Eight by One Five Six) of Sheet No. 4 (Four) recorded in Khatian No. 681/1 (Six Eight One by One), 681/24 (Six Eight One by Two Four) & 681/26 (Six Eight One by Two Six) & of Mouza - Dabgram, J.L. No. 2 (Two) situates within Pargana - Baikunthapur, P.S. - Bhaktinagar in the District of Jalpaiguri. Classification of Land: Bastu/Dahala.

Page - 10

Aforesaid land is butted and bounded as follows:

BY THE NORTH : LAND OF ARUN KUMAR BERLIA,

BY THE SOUTH : LAND OF KIRAN INDUSTRIES & INVESTMENT

CO. LTD.,

BY THE EAST : LAND OF PURCHASER,

: LAND OF KIRAN INDUSTRIES & INVESTMENT BY THE WEST

CO. LTD. & VENDORS, PURCHASER,

INWITNESS WHEREOF the Vendors do hereunto set their hands on the Day, Month and Year first above written. WITNESSES:

1.

Kanta Cupta

W/o santosh 1 kuman agra

5.12 Murcherjer Road Sangita mittal. Khalpaha siinguni

2. Dily 1 Lungo Rupto 210 pete Hisanfan Birty Contr S. P. Huidrerder KOAD 1242/ bom Siliban

Rita gupta

VENDORS

Drafted by me and printed at my office.

Rajesh Kumar Agarwal Advocate/ Siliguri Reg. No. WB/73 /97

MEMO OF RECEIPT

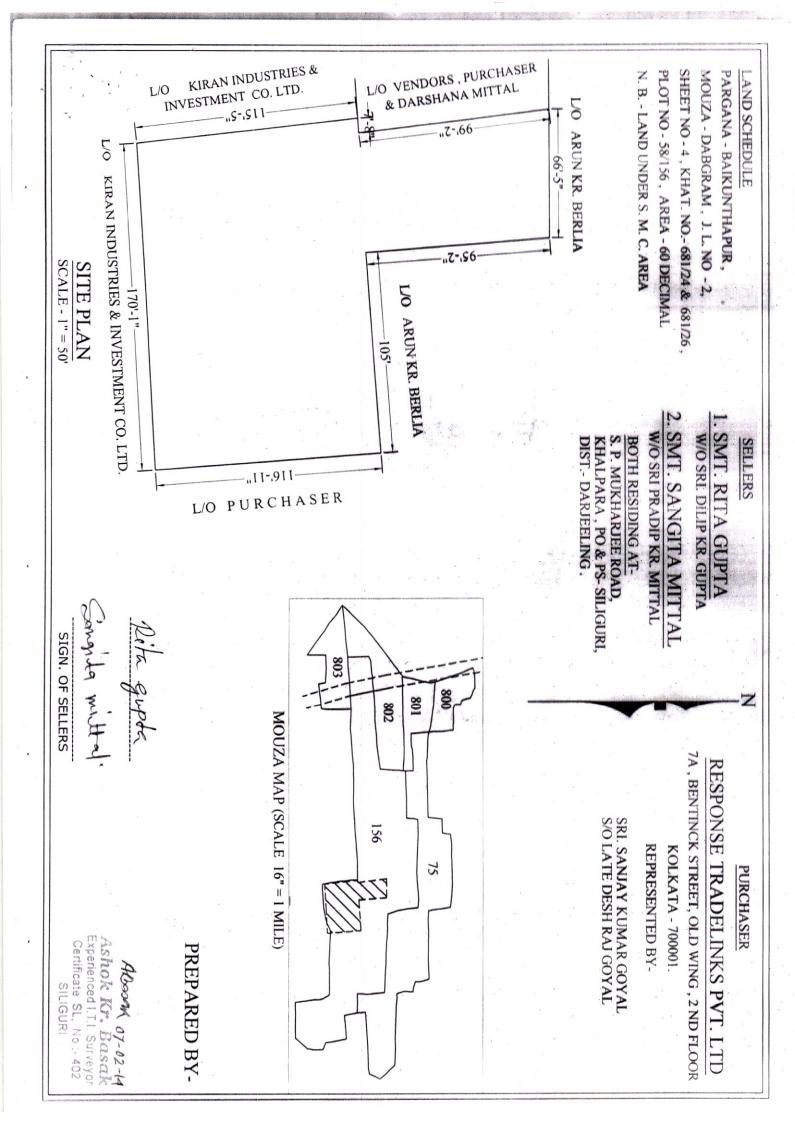
Rs. 1,72,70,000/-

RECEIVED of and from the within named PURCHASER Rs.1,72,70,000/- (Rupees One Crore Seventy Two Lakh Seventy Thousand) only by within named VENDORS the within sum of Rs. 1,72,70,000/- (Rupees One Crore Seventy Two Lakh Seventy Thousand) only paid by the PURCHASER to the VENDORS by Cheque in respect of the property conveyed herein as per memo of consideration below.

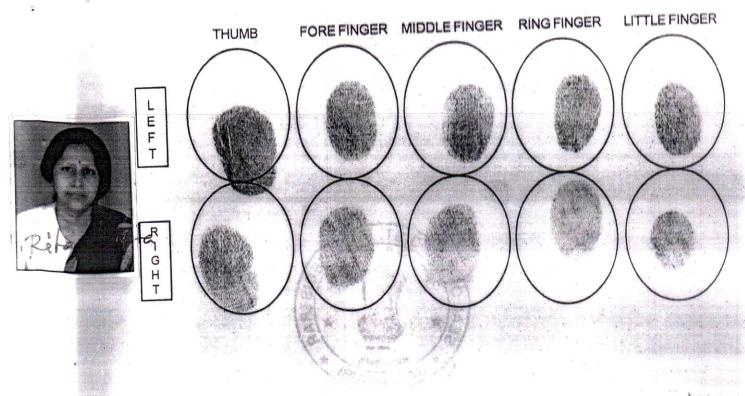
MEMO OF CONSIDERATION

| BANK NAME | CHEQUE NO | DATE | AMOUNT |
|-------------------|-----------|------------|---------------|
| BALANCE B/F AFTER | 001876 | 13.12.2012 | 10 00 000/ |
| PART REGISTRATION | 001877 | 13.12.2012 | 10,00,000/- |
| HDFC BANK | 440884 | 19.07.2013 | 10,00,000/- |
| HDFC BANK | 440890 | 06.08.2013 | 10,00,000/- |
| HDFC BANK | 440891 | 06.08.2013 | 10,00,000/- |
| HDFC BANK | 440911 | 04.12.2013 | 12,00,000/- |
| HDFC BANK | 440915 | 26.12.2013 | 10,00,000/- |
| HDFC BANK | 000018 | 14.04.2014 | 24,35,000/- |
| BALANCE B/F AFTER | 001878 | 13.12.2012 | 10,00,000/- |
| PART REGISTRATION | 001879 | 13.12.2012 | 10,00,000/- |
| HDFC BANK | 440883 | 19.07.2013 | 15,00,000/- |
| HDFC BANK | 440885 | 31.07.2013 | 10,00,000/- |
| HDFC BANK | 440906 | 03.10.2013 | 25,00,000/- |
| HDFC BANK | 440912 | 06.12.2013 | 13,00,000/- |
| HDFC BANK | 000016 | 14.04.2014 | 13,35,000/- |
| | | TOTAL Rs. | 1,72,70,000/- |

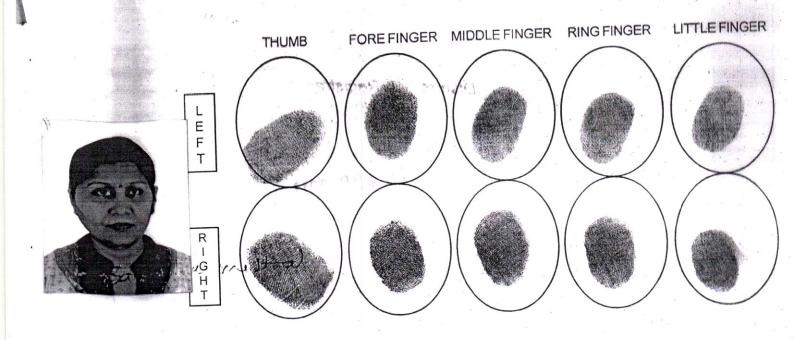
Rita gupta Sangita mittal



FINGER IMPRESSION

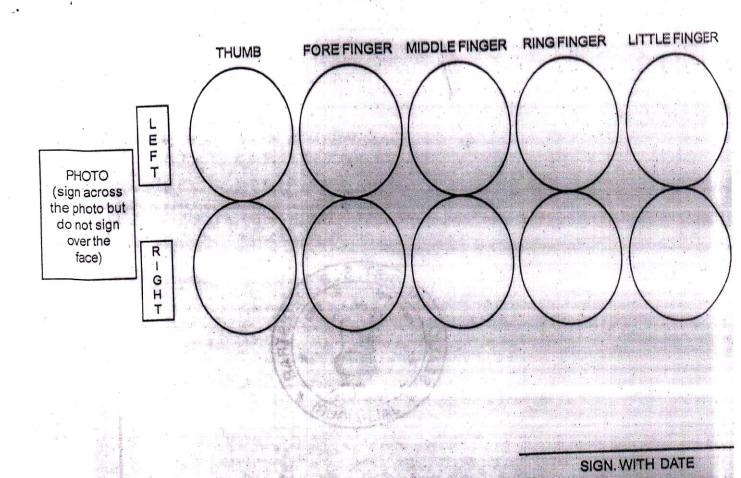


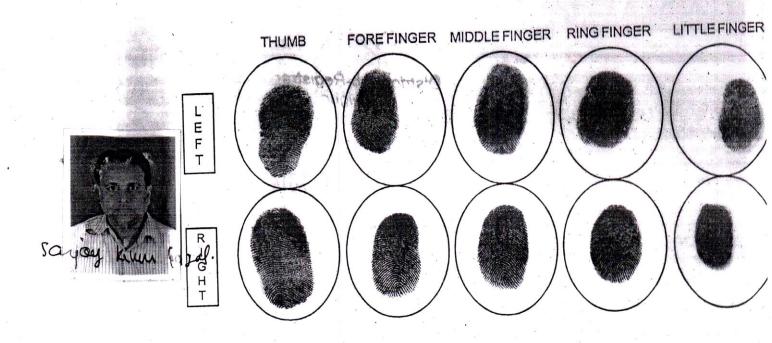
SIGN. WITH DATE



Sangita mittal.

FINGER IMPRESSION





Sayoy Kum Gozef.

Director





Government Of West Bengal Office Of the D.S.R. JALPAIGURI District:-Jalpaiguri

pdorsement For Deed Number : I - 01110 of 2014

rial No. 01172 of 2014 and Query No. 0702L000002602 of 2014)

On 21/04/2014

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

Presented for registration at 17.30 hrs on :21/04/2014, at the Private residence by Smt. Rita Gupta, one of the Executants.

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

Execution is admitted on 21/04/2014 by

- Smt. Rita Gupta, wife of Dilip Kumar Gupta, S. P. Mukherjee Road, Thana:-Siliguri, P.O.:-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste Hindu, By Profession: House wife
- 2. Smt. Sangita Mittal (Gupta), wife of Pradip Mittal , S. P . Mukherjee Road, Thana:-Siliguri, P.O. :-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife

Identified By Kanta Gupta, wife of Santosh Kumar Gupta, S. P. Mukherjee Road, Khal Para, Siliguri, Thana:-Siliguri, District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: House wife.

(Subhas Chandra Sarkar) DISTRICT SUB-REGISTRAR

On 22/04/2014

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/-

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 1,90,046/- paid online on 11/04/2014 4:00AM with Govt. Ref. No. 192014150000152592 on 08/04/2014 8:12PM, Bank: State Bank of India, Bank Ref. No. 110414090010060 on 11/04/2014 4:00AM, Head of Account: 0030-03-104-001-16, Query No:0702L000002602/2014

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.-1,72,74,627/-

Certified that the required stamp duty of this document is Rs.- 1209224 /- and the Stamp duty paid as:

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

(Subhas dhahdra Sarkar) DISTRICT SUB-REGISTRAR

22/04/2014 13:28:00



Government Of West Bengal

Office Of the D.S.R. JALPAIGURI District:-Jalpaiguri

Endorsement For Deed Number: I - 01110 of 2014 (Serial No. 01172 of 2014 and Query No. 0702L000002602 of 2014)

Stamp duty Rs. 12,04,224/- paid online on 11/04/2014 4:00AM with Govt. Ref. No. 192014150000152592 on 08/04/2014 8:12PM, Bank: State Bank of India, Bank Ref. No. 110414090010060 on 11/04/2014 4:00AM, Head of Account: 0030-02-103-003-02, Query No:0702L000002602/2014

(Subhas Chandra Sarkar)
DISTRICT SUB-REGISTRAR



(Subhas Chandra Sarkar)
DISTRICT SUB-REGISTRAR

22/04/2014 12:20:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - | CD Volume number 5 Page from 1039 to 1056 being No 01110 for the year 2014.



(Subhas Chandra Sarkar) 22-April-2014 DISTRICT SUB-REGISTRAR Office of the D.S.R. JALPAIGURI West Bengal