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পশ্চিমবঙ্গ/पश्चिम बंगाल WEST BENGAL

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Registered and the signatures of the parties
in registration. The signature sheets and
the endorsement sheets attached to the
deed are part of this document.

REGISTERED AND REGISTERED
IN THE REGISTER OF S/ST (3) OF
REGISTRATION ACT 1908
DATE: 14 FEB 2011

THIS DEED OF CONVEYANCE

Made this the 14th day of February,
TWO THOUSAND & ELEVEN

BETWEEN

- (1) **JASMINE COMMOTRADE PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AACCJ0563G";
- (2) **SIMPLE BUILDERS & REALTORS PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AAMCS3318L";

Mahender Lal Seth

102845

01 FEB 2011

No.....Date.....

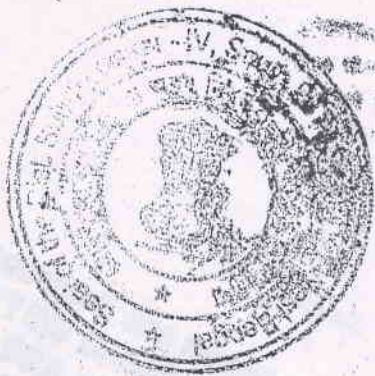
Sold to... **KANODIA & CO**

Solicitors & Advocates

Address... 6, OLD POST OFFICE STREET

Rs..... **5000**.....CALCUTTA P 700-001

L. S. VENDOR
HIGH COURT, CAL



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AKASH CHAWLA

7/0 Narendra Singh Chawla

54, Sailo Ka Dakhonjee

Howrah - 71101

Business.



- (3) **COOLBRAIN REALTORS & BUILDERS PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AADCC4666J"**;

All companies respectively incorporated under the provisions of the Companies Act, 1956, having their registered offices at No. 14, Mullick Street, Kolkata - 700007

- (4) **GAJVADAN BARTER PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AAECG0776E"**;
- (5) **HARRY VINCOM PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AACCH5651D"**;
- (6) **JAYITA VINIMAY PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AACCJ5030E"**;
- (7) **KANISHKA TRADELINK PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AAECK2016P"**;
- (8) **KURUKSHETRA COMMOTRADE PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AAECK2015Q"**;
- (9) **NIKHILESH TIE - UP PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AADCD4914C"**;
- (10) **PRAJAKTA DEALTRADE PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AAF7991R"**;

All companies respectively incorporated under the provisions of the Companies Act, 1956, having their registered offices at No. 109, Park Street, Kolkata - 700016 (all the above companies are being represented by their authorized signatory and representative Mr. Amit Jhunjhunwala son of Mr. Kedarnath Jhunjhunwala having his office at No. 109 Park Street, P. S. Park Street, Kolkata - 700016);

- (11) **DHANKIRAN VINTRADE PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. **"AACCD9631R"**;

Mahender Lal Sethi

COOPERATIVE BANKERS & BUILDERS PRIVATE LIMITED
 having income tax Permanent Account (PAN) No. [REDACTED]

All companies respectively incorporated under the provisions of the Companies Act, 1956, having their registered offices at the following addresses:-

1. GALVADAN BAIKITE PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

2. BARRY VIRCOM PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

3. JAYTA VIRIMAY PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

4. BANISHBA TRADING PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

5. KIRKURKURKURIA COMMODITY PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

6. [REDACTED] PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

7. [REDACTED] PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

8. [REDACTED] PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

9. [REDACTED] PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]

10. [REDACTED] PRIVATE LIMITED, having income tax Permanent Account (PAN) No. [REDACTED]



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- (12) **NEXTGEN COMMODEAL PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AACCN8399N";
- (13) **DECENT VINTRADE PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AACCD9632N";
- (14) **MOTION BUILDERS PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AAF7CM7169N";
- (15) **IDEAL REALTORS & DEVELOPERS PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AABCI9525J";

All companies respectively incorporated under the provisions of the Companies Act, 1956, having their registered offices at No. 14, Mullick Street, Kolkata - 700007

- (16) **BRIDGET VINIMAY PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AAECB3850E";
- (17) **BRYAN VANIJYA PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AAECB3853E";
- (18) **DEVADIDEV VINIMAY PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AADCD6833A";
- (19) **DEWANSH VANIJYA PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AADCD6832B";
- (20) **ENRIQUE VINIMAY PRIVATE LIMITED**, having Income Tax Permanent Account (PAN) No. "AACCE5856F";

All companies respectively incorporated under the provisions of the Companies Act, 1956, having their registered offices at No. 109, Park Street, Kolkata - 700016 (all the above companies are being represented by their authorized signatory and representative Mr. Navneet Pandey son of Mr. Kashinath Pandey having his office at No. 109, Park Street, P. S. Park Street, Kolkata - 700016);

Mahender Lal Sethi

(1) HUNTER COMMODITY PRIVATE LIMITED, having income
Tax Permanent Account (PAN) No. AACD8338
(2) DECENT VINTAGE PRIVATE LIMITED, having income Tax
Permanent Account (PAN) No. AACD8338
(3) MOTOR MILDARS PRIVATE LIMITED, having income Tax
Permanent Account (PAN) No. AACD8338
(4) IDEAL REALTORS & DEVELOPERS PRIVATE LIMITED,
having income Tax Permanent Account (PAN) No.
AACD8338
All companies respectively incorporated under the provisions of
the Companies Act, 1956, being their registered office at No.
14, Muller Road, Kibera - NBO.



Registered at
Registrar of Companies (2) of
Nairobi
14 FEB 2011

14 FEB 2011

The above named 20 (Twenty) joint stock companies are hereinafter jointly referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors, successors in interest and assigns, respectively) of the *ONE PART*;

AND

SRI MAHENDER LAL SETH son of Late Guru Bachan Lal Seth by religion Hindu by occupation business, residing at No. 21/2D, Manohar Pukur Road, P. S. Lake, Kolkata - 700029 having Income Tax Permanent Account (PAN) No. "**ALAPS1985R**", hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, representatives, administrators, agents and assigns) of the *OTHER PART*;

WHEREAS:

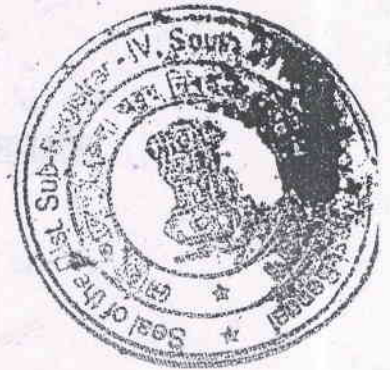
- A. By a deed of sale made and executed on the 8th day of November, 1994 the vendors named therein Sri Sudip Kumar Mukherji, Smt. Sara Ghosal, Smt. Arati Mukherji thereby sold conveyed transferred assigned and assured absolutely and forever unto and in favour of Sri Mahender Lal Seth the purchasers therein being the vendor herein free from encumbrances claims demands charges trusts mortgages acquisitions requisitions whatsoever and howsoever all that an area of land measuring about 108-1/2 Decimals situate at Mouza Jagaddal in the district of South 24 Parganas, P. S. and A. D. S. R. Office Sonarpur, Pargana Magura under Rajpur

Mahender Lal Seth

The above named 30 (Thirty) joint stock companies are
hereinafter jointly referred to as the "PROMISERS" (which
expression shall unless excluded by or assigned to the subject or
contract be deemed to mean and include their respective successors,
assigns, heirs, executors, administrators, representatives, agents and assigns, respectively) of the ONE PARTY.

AND

BEH MAHENDRA LAL GUPTA and his late Guru Bhatra Lal Gupta
by their heirs, legal representatives, executors, administrators,
assigns, heirs, executors, administrators, representatives, agents and assigns, residing at No. 21/30,
Majumdar Bazar Road, N. E. Corner, Kolkata - 700029 being Income
Tax Assessee (PAN No. ALAP1982K) hereinafter
referred to as the "VENDOR" (which expression shall unless excluded
by or assigned to the subject or contract be deemed to mean and
include the heirs, executors, administrators, representatives,
assigns, heirs, executors, administrators, representatives, agents and assigns) of the OTHER PARTY.



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Sonarpur Municipality R. S. No. 232 Touzi No. 15 J. L. No. 71, which area of land was divided and comprised in several Dag numbers as per details thereof more fully mentioned in the schedule there under written and the same is hereinafter referred to as the said land. The said deed dated 8th November, 1994 was registered on the same day at the office of the Additional District Sub Registrar at Sonarpur in Book No. I Volume No. 90 at pages from 279 to 292 Being No. 6176 for the year 1994.

B. Simultaneously with the execution of the aforesaid deed of sale the said vendors therein put the purchasers therein in actual vacant khas physical possession of the said land thereby sold and the vendor has since then been in use occupation and enjoyment thereof.

C. The vendor herein has held out, represented and assured to the purchasers as follows:

- (i) The vendor became thus the absolute owner of the said land measuring 108-1/2 Decimals in Mouza Jagaddal within the jurisdiction of Rajpur Sonarpur Municipality under P. S. Sonarpur in the District of South 24 Parganas;
- (ii) The vendor has neither dealt with the said land in any manner whatsoever nor has entered into any agreement of any nature with any one in respect thereof.

D. The vendor being in urgent need of money for his personal and family requirements, has approached the purchasers and offered to sell the said land owned and possessed by him having an aggregate area measuring 102 - 1/2 Decimals out of his

Mahender Lal Sethi

Subsequent to the registration of the said deed, the said vendor has been in possession of the said land and has been receiving the rents and profits therefrom. The said vendor has also been in possession of the said land and has been receiving the rents and profits therefrom. The said vendor has also been in possession of the said land and has been receiving the rents and profits therefrom.

The said vendor has been in possession of the said land and has been receiving the rents and profits therefrom. The said vendor has also been in possession of the said land and has been receiving the rents and profits therefrom. The said vendor has also been in possession of the said land and has been receiving the rents and profits therefrom.

The said vendor has been in possession of the said land and has been receiving the rents and profits therefrom. The said vendor has also been in possession of the said land and has been receiving the rents and profits therefrom. The said vendor has also been in possession of the said land and has been receiving the rents and profits therefrom.



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said 108-1/2 Decimals be the same a little more or less which is more fully mentioned and described in the Schedule written hereunder and shown and delineated on the map or plan thereof annexed hereto and bordered therein with RED lines and has negotiated and agreed with the purchasers herein to sell transfer convey assure and assign unto and in favour of the purchasers the said land free from all encumbrances charges claims demands acquisitions requisitions mortgages lispensens absolutely and forever for the consideration and on the terms and conditions mutually agreed upon by the parties hereto;

- E. The purchasers has at or before execution of this deed of sale paid to the vendor the entire amount of the mutually agreed consideration and has called upon the vendor to grant this conveyance in its favour.

NOW THIS INDENTURE WITNESSETH as follows:

- I. Relying on the aforesaid representations and assurances amongst others made by the vendor and believing the same to be true and fully relying thereon and in pursuance of the said offer of the vendor to sell and the agreement arrived at between the vendor and the purchasers thereupon and in consideration of the total agreed sum of Rs. 1,11,72,500/- (Rs. One Crore Eleven Lakhs & Seventy Two Thousand Five Hundred) only of the lawful money of the Union of India well and truly paid in hands to the vendor by the purchasers at or before the execution of these presents as per Memo of Consideration described hereunder, the receipt whereof the

Mahender Lal Sethi

vendor doth hereby as also by the receipt hereunder granted admit and acknowledge and of and from payment of the same and every part thereof hereby acquit, release and forever discharge the purchasers and the said land hereby sold or so intended to be, the vendor doth hereby sell, grant, transfer, convey, assign and assure unto and in favour of the purchasers absolutely and forever free from all encumbrances, charges, claims, demands, liens, trusts, mortgages, unauthorized occupants, trespassers, lispensens, attachments, acquisitions and/or requisition the said land being ALL THOSE the pieces and parcels of land of the vendor as mentioned in the schedule hereunder written in aggregate measuring about 102 - 1/2 decimals be the same a little more or less comprised in or forming part of and being an area of land measuring 24.50 decimals in R. S. Dag Nos. 566 (which is now L. R. Dag No. 582) recorded vide R. S. Khatian No. 333 (L. R. Khatian Nos. 1588 and 892), an area of land measuring 23.50 decimals in R. S. Dag Nos. 571 (which is now L. R. Dag No. 587) recorded vide R. S. Khatian No. 332 (L. R. Khatian Nos. 1588 and 892), an area of land measuring 10.50 decimals in R. S. Dag Nos. 572 (which is now L. R. Dag No. 588) recorded vide R. S. Khatian No. 332 (L. R. Khatian Nos. 1588 and 892), an area of land measuring 19.00 decimals in R. S. Dag Nos. 573 (which is now L. R. Dag No. 589) recorded vide R. S. Khatian No. 107 (L. R. Khatian Nos. 1588 and 892) and an area of land measuring 25 decimals in R. S. Dag Nos. 574 (which is now L. R. Dag No. 590) recorded vide R. S. Khatian No. 108 (L. R. Khatian Nos. 1588 and 892) all in J. L. No. 71 in Mouza Jagaddal within the jurisdiction of Rajpur Sonarpur Municipality under A.

Mahender Lal Sel

D. S. R. and P. S. Sonarpur in the District of South 24 Parganas and shown and delineated on the map or plan thereof annexed hereto and bordered therein with RED lines together with the tile shed structure measuring about 1000 square feet built erect or standing on the said land or on part thereof which are more fully mentioned and described in the schedule hereunder written with all ownership rights to own possess use and enjoy the same AND ALSO TOGETHER WITH all easements or quasi-easements and other similar rights for the beneficial use and enjoyment of the said land TO HAVE AND TO HOLD the said land and every part thereof more fully mentioned and described in the schedule written hereunder absolutely and forever without any hindrance, interruption, disturbance, claim or demand whatsoever from the vendor or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from under through or in trust for the Vendor.

II. **AND THAT** the vendor doth hereby covenant that the interest which the vendor professes to transfer, subsists and that the vendor has good and marketable title, full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the purchasers the said land in the manner aforesaid and every manner howsoever.

III. **AND THAT** the said land hereby transferred is free from all encumbrances, claims, demands, charges, mortgages, trusts, attachments, liens, unauthorized occupants, trespassers, tenants, lispensens, acquisitions or notice of acquisition and/or requisition whatsoever and howsoever

Mahender Lal Sethi.

... and P. S. ... in the District of ...
... and shown and delineated on the map or plan
... and bounded thereto with RED lines
... the said ... measuring about 1000
... to the said land or an
... which are hereby mentioned and described
... with all necessary rights
... AND ALSO
TOGETHER WITH all easements or rights-accrued and
other rights (if any) for the benefit of the said land and
the said land TO HAVE AND TO HOLD the said land and
... and described in
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REGISTERED
By Registrar U/S 7 (2) of
Registration Act 1908
14 FEB 2011

made or suffered by the vendor or his predecessors in interest and/or title or any person or persons lawfully and equitably claiming as aforesaid.

- IV. **AND THAT** the vendor hereby declares that the said land is under their physical possession and is being used by the vendor and the possession thereof is being delivered by the vendor to the purchasers simultaneously herewith.
- V. **AND THAT** the vendor doth hereby indemnify and covenant to keep indemnified the purchasers from and against all manners of rights, titles, interests, liens, charges and encumbrances, whatsoever made, done, executed or occasioned or suffered by the Vendor.
- VI. **AND THAT** it shall be lawful for the purchasers from time to time and at all times hereafter to enter into and to hold and enjoy the said land and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the vendor and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever.
- VII. **AND THAT** the vendor and all persons lawfully or equitably claiming any estate, right, title or interest whatsoever in the said land or any part thereof from, through, under or in trust for the vendor shall and will from time to time and at all times hereafter at the request of the purchasers make, do, acknowledge and execute or cause to be done, made, acknowledged and executed all such further and other acts,

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made or suffered by the vendor or his representatives in
relation to the sale of any part of the property lawfully and
equitably claimed as aforesaid.

IV. AND THAT the vendor hereby declares that the said land is
under their physical possession and is being used by the
vendor and the possession thereof is being delivered by the
vendor to the purchaser and his representatives.

V. AND THAT the vendor hereby declares and covenants
to keep unincumbered the premises here and against all
manner of rights, claims, interests, liens, charges and
encumbrances whatsoever made, done, executed or
incurred or suffered by the vendor.

VI. THAT it shall be lawful for the purchaser hereunder
and at all times thereafter to enter into and to hold
the said land and every part thereof and to
use the same lawfully and lawfully without any
restriction or interference claim or demand whatsoever from
or by the vendor and his representatives and against all
manner of rights, claims, interests, liens, charges and encumbrances
whenever made, done, executed or incurred or suffered by the vendor.



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REGISTRAR AND REGISTRAR-
1. Registrar W/S 1 (3)
14 FEB 2011

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deeds, matters, things and assuring the said land hereby sold, conveyed, assigned and assured and every part thereof unto and to the use of the said purchasers in the manner aforesaid as shall or may be reasonably be required by the Purchasers.

VIII. **AND THAT** all the rates, taxes and other outgoings including the Land Revenue payable to the State of West Bengal through the Collector, South 24 Parganas District in respect of the said land have been paid by the vendor till the date hereof and the vendor doth hereby further indemnify and covenant to keep indemnified the purchasers against all claims or demands arising in respect thereof.

IX. **AND THAT** the vendor has at or before execution of this deed handed over the said original deed of sale dated 8th November, 1994 together with all other related title papers and documents establishing his title to the said land and the Vendor hereby further covenants that he shall sign all papers and assist in all manners required by the purchasers herein for having their names mutated in respect of the said land hereby sold.

X. **AND THAT** the vendor has simultaneously with the execution of this deed of sale against payment of the full amount consideration payable by the purchasers to his, put the purchasers in actual physical khas vacant peaceful possession of the said land free from all encumbrances, charges, claims, demands, trusts, mortgages, unauthorized occupants, trespassers, bargadars, occupants or tenants of

Mahender Lal Sethi

goods, fixtures, things and accessories, the said land hereby
sold, assigned, assigned and assigned and every part thereof
into and to the use of the said program in the manner
intended as shall or may be expressly be required by the
parties.

VIII AND THAT all the taxes, rates and other outgoings
including the Land Revenue payable to the State of West
Bengal through the District, South 24 Parganas District in
respect of the said land have been paid by the vendor till
the date hereof and the vendor shall hereby transfer
judgment and consent to keep indemnified the purchaser
against all claims or demands arising in respect thereof.

AND THAT the vendor has at or before execution of this
deed handed over the said original deed of sale dated the
thirteenth day of September 1991 together with all other related documents
and documents constituting the title to the said land and
the Vendor hereby further consents that he shall sign all
such and such in all matters required by the
purchaser herein for having this deed registered in
respect of the said land hereby sold.



REGISTERED
By Registrar U/S 7 (B) of
Registration Act 1908
Date 23 February
14 FEB 2011

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any nature, lispendens, acquisition, requisitions, attachments etc. whatsoever and howsoever.

- XI. **AND THAT** the vendor has assured that he had offered the said land to the contiguous and co-owners of the said plot of land and that upon their refusal to purchase the same, the vendor has approached and negotiated with the purchasers herein for the sale and transfer of the said land. The vendor doth hereby further indemnify and covenant to keep indemnified the purchasers herein against any claims, demands, injury, lis or any other harmful action against the purchasers by any person claiming his right on the said land.

THE SCHEDULE above referred to

ALL THOSE the pieces and parcels of land in aggregate measuring about 102 - 1/2 decimals be the same a little more or less being the following areas of land -

| Dag No | | Khatian No | | Area in Decimal |
|-------------------|-----|------------|------------|-----------------|
| RS | LR | RS | LR | |
| 566 | 582 | 333 | 1588 & 892 | 24.50 |
| 571 | 587 | 332 | 1588 & 892 | 23.50 |
| 572 | 588 | 332 | 1588 & 892 | 10.50 |
| 573 | 589 | 107 | 1588 & 892 | 19.00 |
| 574 | 590 | 108 | 1588 & 892 | 25.00 |
| TOTAL AREA | | | | 102.50 |

Mahender Lal Sethi

In aggregate measuring 102 - 1/2 Decimals all in J. L. No. 71 in Mouza Jagaddal within the jurisdiction of Rajpur Sonarpur Municipality under A. D. S. R. and P. S. Sonarpur in the District of South 24 Parganas and shown and delineated on the map or plan thereof annexed hereto and bordered therein with RED lines.

Together with the tile shed structure measuring about 1000 square feet built erect or standing on the said land or on part thereof

And the above pieces and parcels of land are butted and bounded in the manner following that is to say -

In respect of the said area of land comprised in R. S. Dag No. 566 -

- On the North by portion of R. S. Dag No. 574 and 571
- On the East by R. S. Dag No. 565
- On the West by portion of R. S. Dag No. 570 and 567
- On the South by remaining portion of R. S. Dag No. 566

In respect of the said area of land comprised in R. S. Dag No. 571 -

- On the North by portion of R. S. Dag No. 572 and 574
- On the East by R. S. Dag No. 574
- On the West by R. S. Dag No. 495
- On the South by remaining portions of R. S. Dag No. 571

Mahender Lal Sethi

In respect of the said area of land comprised in R. S. Dag No. 572 -

On the North by portion of R. S. Dag No. 573 and 492

On the East by R. S. Dag No. 574

On the West by portion of R. S. Dag No. 492 and 495

On the South by remaining R. S. Dag No. 572

In respect of the said area of land comprised in R. S. Dag No. 573 -

On the North by By Municipal Road

On the East by remaining portion of R. S. Dag No. 573

On the West by portion of R. S. Dag No. 491 and 492

On the South by portion R. S. Dag No. 574 and 572

In respect of the said area of land comprised in R. S. Dag No. 574 -

On the North by R. S. Dag No. 573

On the East by R. S. Dag No. 576

On the West by R. S. Dag Nos. 572

On the South by remaining portion R. S. Dag No. 574

Or howsoever otherwise the same are is was or were heretofore
butted bounded known numbered described called or distinguished.

Mahender Lal Sethi

...of the said area of land comprised in R. S. Dec No. 573

On the North by portion of R. S. Dec No. 573 and 492

On the East by R. S. Dec No. 574

On the West by portion of R. S. Dec No. 492 and 493

On the South by containing R. S. Dec No. 573

In respect of the said area of land comprised in R. S. Dec No. 573

On the North by By Municipal Board

On the East by containing portion of R. S. Dec No. 573

On the West by portion of R. S. Dec No. 491 and 492

On the South by portion R. S. Dec No. 571 and 572

...of the said area of land comprised in R. S. Dec No. 573

R. S. Dec No. 573

R. S. Dec No. 573

On the West by R. S. Dec No. 573

On the South by portion R. S. Dec No. 573



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District Registrar.
Register W/S 7 (2) of
Registration Act 1908
14 FEB 2011

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IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the within named Purchasers at Kolkata in presence of:

[Signature]
(S.K. KANDARI)
Advocate
H.N. Chowk
Calcutta



FOR JASMINE COMMOTRADE PVT. LTD., SIMPLE BUILDERS & REALTORS PVT. LTD., COOLBRAIN REALTORS & BUILDERS PVT. LTD., GAJVADAN BARTER PVT. LTD., HARRY VINCOM PVT. LTD., JAYITA VINIMAY PVT. LTD., KANISHKA TRADELINK PVT. LTD., KURUKSHETRA COMMOTRADE PVT. LTD., NIKHILESH TIE - UP PVT. LTD., PRAJAKTA DEALTRADE PVT. LTD., by and through their authorized representative and signatory Mr. Amit Jhunjhunwala

[Signature]
Amit Jhunjhunwala

DHANKIRAN VINTRADE PVT. LTD., NEXTGEN COMMODEAL PVT. LTD., DECENT VINTRADE PVT. LTD., MOTION BUILDERS PVT. LTD., IDEAL REALTORS & DEVELOPERS PVT. LTD., BRIDGET VINIMAY PVT. LTD., BRYAN VANIJYA PVT. LTD., DEVADIDEV VINIMAY PVT. LTD., DEWANSH VANIJYA PVT. LTD., ENRIQUE VINIMAY PVT. LTD., by and through their authorized representative and signatory Mr. Navneet Pandey

[Signature]
Navneet Pandey

SIGNED SEALED AND DELIVERED by the within named vendor at Kolkata in presence of:

[Signature]
(Ashish Chawla)
Usha Sethi
USHA SETHI.

[Signature]
MAHENDER LAL SE

IN WITNESS WHEREOF, the parties have hereunto
subscribed their respective hands and seals the day, month and year
first above written.

NOTARIAL CERTIFICATE
I, the undersigned, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 14th day of February, 2011, at Charleston, South Carolina.

[Signature]
Notary Public

SHOWN SEALED AND
DELIVERED by the within
named Purchaser to follow
in presence of



Notary and Registrar
By Registrar S/S/7 (D) of
Charleston SC
14 FEB. 2011

[Faint handwritten notes]

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchasers the within mentioned total sum of Rs. 1,11,72,500/- (Rs. One Crore Eleven Lakhs & Seventy Two Thousand Five Hundred) only being the sum of money payable for and towards the price or value and consideration for sale of the said land mentioned in the Schedule written hereinabove payable to me the vendor above named, as per memo below:

| <u>S No</u> | <u>Purchaser</u> | <u>Bank Name</u> | <u>Branch</u> | <u>Pay order No</u> | <u>Date</u> | <u>Amount in Rs</u> |
|-------------|---------------------------------------|------------------|-----------------|---------------------|-------------|---------------------|
| 1 | Jasmine Commotrade Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410402 | 10.02.11 | 5,58,625.00 |
| 2 | Simple Builders & Realtors Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410403 | 10.02.11 | 5,58,625.00 |
| 3 | Coolbrain Realtors Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410404 | 10.02.11 | 5,58,625.00 |
| 4 | Gajvadan Barter Private Limited | Allahabad Bank | Red Cross Place | 005238 | 10.02.11 | 5,58,625.00 |
| 5 | Harry Vincom Private Limited | Allahabad Bank | Red Cross Place | 005239 | 10.02.11 | 5,58,625.00 |
| 6 | Jayita Vinimay Private Limited | Allahabad Bank | Red Cross Place | 005240 | 10.02.11 | 5,58,625.00 |
| 7 | Kanishka Tradelink Private Limited | Allahabad Bank | Red Cross Place | 005241 | 10.02.11 | 5,58,625.00 |
| 8 | Kurukshetra Commotrade Pvt Ltd | Allahabad Bank | Red Cross Place | 005242 | 10.02.11 | 5,58,625.00 |
| 9 | Nikhilesh Tie-Up Private Limited | Allahabad Bank | Red Cross Place | 005243 | 10.02.11 | 5,58,625.00 |
| 10 | Prajakta Dealtrade Private Limited | Allahabad Bank | Red Cross Place | 005244 | 10.02.11 | 5,58,625.00 |
| 11 | Dhankiran Vintrade Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410405 | 10.02.11 | 5,58,625.00 |
| 12 | Nextgen Commodeal Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410407 | 10.02.11 | 5,58,625.00 |
| 13 | Decent Vintrade Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410386 | 10.02.11 | 5,58,625.00 |
| 14 | Motion Builders Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410385 | 10.02.11 | 5,58,625.00 |
| 15 | Ideal Realtors & Developers Pvt. Ltd. | Allahabad Bank | Brabourne Rd | 410390 | 10.02.11 | 5,58,625.00 |
| 16 | Bridget Vinimay Private Limited | Allahabad Bank | Red Cross Place | 005245 | 10.02.11 | 5,58,625.00 |
| 17 | Bryan Vanijya Private Limited | Allahabad Bank | Red Cross Place | 005246 | 10.02.11 | 5,58,625.00 |
| 18 | Devadidev Vinimay Private | Allahabad Bank | Red Cross Place | 005247 | 10.02.11 | 5,58,625.00 |

Mahender Lal Sethi

MEMO OF CONSOLIDATION

RECEIVED of and from the other named purchasers the within mentioned total sum of Rs. 1,11,72,500/- (One Crore Eleven Lakhs & Seventy Two Thousand Five Hundred) only being the sum of money payable for and towards the price of shares and consideration for sale of the said land mentioned in the Schedule within paymaster's possession or the order thereon, as per terms below:

| No. | Purchaser's Name | Share | Rate | Total | Date | Particulars |
|-----|------------------|-------|------|-------|------|-------------|
| 1 | ... | ... | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... | ... | ... |
| 3 | ... | ... | ... | ... | ... | ... |
| 4 | ... | ... | ... | ... | ... | ... |
| 5 | ... | ... | ... | ... | ... | ... |
| 6 | ... | ... | ... | ... | ... | ... |
| 7 | ... | ... | ... | ... | ... | ... |
| 8 | ... | ... | ... | ... | ... | ... |
| 9 | ... | ... | ... | ... | ... | ... |
| 10 | ... | ... | ... | ... | ... | ... |
| 11 | ... | ... | ... | ... | ... | ... |
| 12 | ... | ... | ... | ... | ... | ... |
| 13 | ... | ... | ... | ... | ... | ... |
| 14 | ... | ... | ... | ... | ... | ... |
| 15 | ... | ... | ... | ... | ... | ... |
| 16 | ... | ... | ... | ... | ... | ... |
| 17 | ... | ... | ... | ... | ... | ... |
| 18 | ... | ... | ... | ... | ... | ... |
| 19 | ... | ... | ... | ... | ... | ... |
| 20 | ... | ... | ... | ... | ... | ... |
| 21 | ... | ... | ... | ... | ... | ... |
| 22 | ... | ... | ... | ... | ... | ... |
| 23 | ... | ... | ... | ... | ... | ... |
| 24 | ... | ... | ... | ... | ... | ... |
| 25 | ... | ... | ... | ... | ... | ... |
| 26 | ... | ... | ... | ... | ... | ... |
| 27 | ... | ... | ... | ... | ... | ... |
| 28 | ... | ... | ... | ... | ... | ... |
| 29 | ... | ... | ... | ... | ... | ... |
| 30 | ... | ... | ... | ... | ... | ... |
| 31 | ... | ... | ... | ... | ... | ... |
| 32 | ... | ... | ... | ... | ... | ... |
| 33 | ... | ... | ... | ... | ... | ... |
| 34 | ... | ... | ... | ... | ... | ... |
| 35 | ... | ... | ... | ... | ... | ... |
| 36 | ... | ... | ... | ... | ... | ... |
| 37 | ... | ... | ... | ... | ... | ... |
| 38 | ... | ... | ... | ... | ... | ... |
| 39 | ... | ... | ... | ... | ... | ... |
| 40 | ... | ... | ... | ... | ... | ... |
| 41 | ... | ... | ... | ... | ... | ... |
| 42 | ... | ... | ... | ... | ... | ... |
| 43 | ... | ... | ... | ... | ... | ... |
| 44 | ... | ... | ... | ... | ... | ... |
| 45 | ... | ... | ... | ... | ... | ... |
| 46 | ... | ... | ... | ... | ... | ... |
| 47 | ... | ... | ... | ... | ... | ... |
| 48 | ... | ... | ... | ... | ... | ... |
| 49 | ... | ... | ... | ... | ... | ... |
| 50 | ... | ... | ... | ... | ... | ... |



REGISTRAR OF COMPANIES
 Registrar W/S 7 (A) of
 South 24 Parganas
 14 FEB 2011

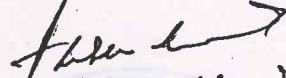
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| | | | | | | |
|-------|---------------------------------|----------------|-----------------|--------|----------|----------------|
| | Limited | | | | | |
| 19 | Dewansh Vanijya Private Limited | Allahabad Bank | Red Cross Place | 005248 | 10.02.11 | 5,58,625.00 |
| 20 | Enrique Vinimay Private Limited | Allahabad Bank | Red Cross Place | 005249 | 10.02.11 | 5,58,625.00 |
| Total | | | | | | 1,11,72,500.00 |

(Rupees One Crore Eleven Lakhs & Seventy Two Thousand Five Hundred)

Mahender Lal Seth

Witnesses:

1. 
Amesh Chawla

64, Saito Krishna Mukherjee Rd
Howrah - 711101.

2. Usha Seth.

21/2D, Mandhar Pokor Road.
KOLKATA - 29 -

Drafted by me.



(S. K. KANODIA)
Advocate.

| | | | | | |
|-------------|--|--|--|--|--|
| 5,88,832.00 | | | | | |
| 5,00,000.00 | | | | | |
| 88,832.00 | | | | | |
| Total | | | | | |

Handwritten signature or scribble



Handwritten signature

Registrar (S) of
 Registration Act-1908
 South 24 Parganas
 14 FEB 2011

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl No

Signature of the executant and/or Purchaser/ Presentants

Amrinder



| | | | | |
|------------|------|--------|------|--------|
| | | | | |
| LITTLE | RING | MIDDLE | FORE | THUMB |
| LEFT HAND | | | | |
| | | | | |
| THUMB | FORE | MIDDLE | RING | LITTLE |
| RIGHT HAND | | | | |

2.

Narvinder Sandhu



| | | | | |
|------------|------|--------|------|--------|
| | | | | |
| LITTLE | RING | MIDDLE | FORE | THUMB |
| LEFT HAND | | | | |
| | | | | |
| THUMB | FORE | MIDDLE | RING | LITTLE |
| RIGHT HAND | | | | |

3.

Mahender Lal Sethi



| | | | | |
|------------|------|--------|------|--------|
| | | | | |
| LITTLE | RING | MIDDLE | FORE | THUMB |
| LEFT HAND | | | | |
| | | | | |
| THUMB | FORE | MIDDLE | RING | LITTLE |
| RIGHT HAND | | | | |

EXHIBIT POINT FOR THE PRINTS

| | | | | |
|--|--|--|--|--|
| | | | | |
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১৪ ফেব্রুয়ারি ২০১১
 ১৪ FEB 2011

R.S.DAG NO.:- 564

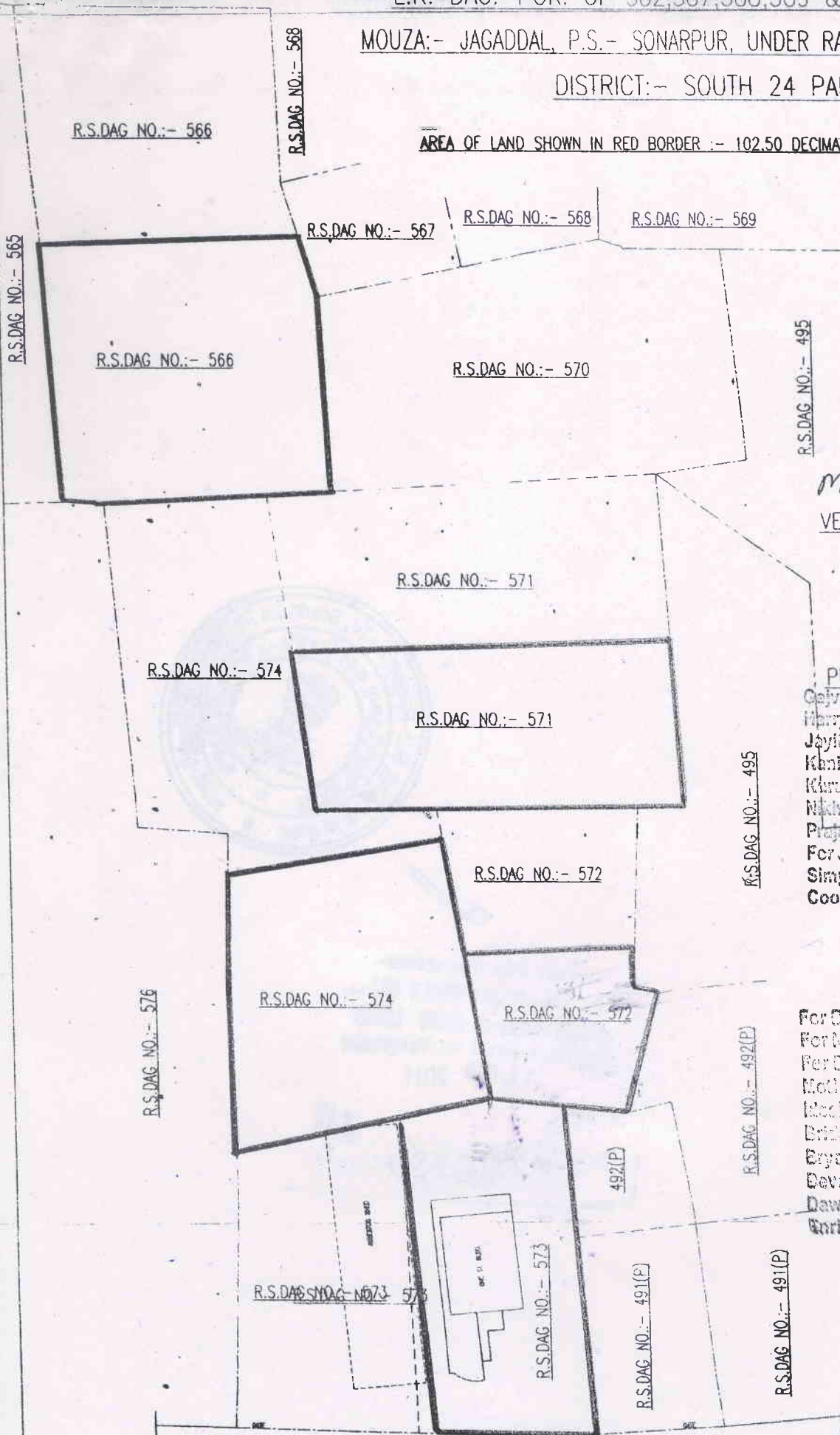
SITE PLAN OF R.S DAG. POR. OF 566,571,572,573 & 574

L.R. DAG:-POR. OF 582,587,588,589 & 590; J.L. NO.-71,

MOUZA:- JAGADDAL, P.S.- SONARPUR, UNDER RAJPUR-SONARPUR MUNICIPAL

DISTRICT:- SOUTH 24 PARGANAS

AREA OF LAND SHOWN IN RED BORDER :- 102.50 DECIMAL (more or less)



Mahender Lal Sethi

VENDOR :- MAHENDER LAL SE

PURCHASER :-

- Gayadan Barter Private Limited
- Merry Vincom Private Limited
- Jayita Vinimay Private Limited
- Kanishka Tradelink Private Limited
- Kurukshetra Commetrade Private Limited
- Nikhilish Tie-up Private Limited
- Pragati Deedtrade Private Limited
- For Jasmine Commetrade Private Limite
- Simple Builders & Realtors Pvt. Ltd.
- Coolbrain Realtors & Builders Pvt. Ltd.

Anjyio
Authorized Signator

- For Dhankiran Vintrade Private Limited
- For Nextgen Commodeal Private Limited
- For Decent Vintrade Private Limited
- Motion Builders Pvt. Ltd.
- Ideal Realtors & Developers Pvt. Ltd.
- Bridge Vinimay Private Limited
- Bryan Vanijya Private Limited
- Devaditya Vinimay Private Limited
- Dawansh Vanijya Private Limited
- Enrique Vinimay Private Limited

Navneet Pandey
Authorized Signator

MUNICIPAL ROAD

DRN. BY :- SIRSENDU DEY

PH-1 NO. :- QR311-19863 DATE :- 12 01 11



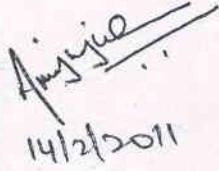
NOTE :-





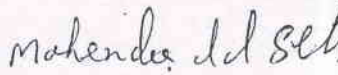


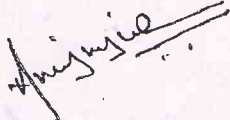


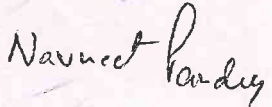
Sub-Registrar - IV, South 24 Parganas, West Bengal.
15 FEB 2011

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R.-IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 00990 / 2011, Deed No. (Book - I , 01061/2011)

I . Signature of the Presentant

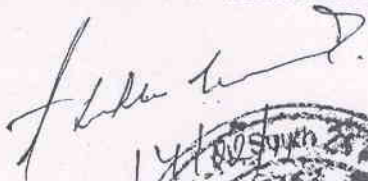
| Name of the Presentant | Photo | Finger Print | Signature with date |
|------------------------|---|---|--|
| Mr Amit Jhunjunwala |  14/02/2011 |  LTI 14/02/2011 |  14/2/2011 |

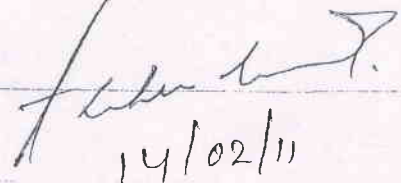
II . Signature of the person(s) admitting the Execution at .Office.

| Sl No. | Admission of Execution By | Status | Photo | Finger Print | Signature |
|--------|--|--------|---|---|---|
| 1 | Mahender Lal Seth Address -21/2 D, Monohar Pukur Road, , Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 | Self |  14/02/2011 |  LTI 14/02/2011 |  |
| 2 | Amit Jhunjunwala Address -109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 | Self |  14/02/2011 |  LTI 14/02/2011 |  |
| 3 | Navneet Pandey Address -109, Park Street, Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 | Self |  14/02/2011 |  LTI 14/02/2011 |  |

Name of Identifier of above Person(s)
 Akash Chawla
 64 S. K. Mukherjee Road, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101

Signature of Identifier with Date


14/02/2011


14/02/11





Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 01061 of 2011
(Serial No. 00990 of 2011)

On

Payment of Fees:

On 14/02/2011

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 : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 122938/-, on 14/02/2011

(Under Article : A(1) = 122892/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 14/02/2011)

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.-11172500/-

Certified that the required stamp duty of this document is Rs.- 782095 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 777095/- is paid, by the draft number 059725, Draft Date 14/02/2011, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 14/02/2011

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

Presented for registration at 13.19 hrs on :14/02/2011, at the Office of the D.S.R.-IV SOUTH 24-PARGANAS by Mr Amit Jhunjhunwala , one of the Claimants.

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

Execution is admitted on 14/02/2011 by

1. Sri Mahender Lal Seth, son of Late Guru Bachan Lal Seth , 21/2 D, Monohar Pukur Road, , Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700029 , By Caste Hindu, By Profession : Business



(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV



Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 01061 of 2011
(Serial No. 00990 of 2011)

2. Mr Amit Jhunjhunwala

Authorised Signetory, Jasmine Commotrade Pvt. Ltd. Pan No. Aaccj0563g, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .

Authorised Signetory, Simple Builders & Realtors Pvt. Ltd. Pan Aamcs3318l, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .

Authorised Signetory, Cool Brain Realtors & Builders Pvt. Ltd. Pan No. Aadcc4666j, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .

Authorised Signetory, Gajvadan Barter Pvt. Ltd. Pan No. Aaecg0776e, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .

Authorised Signetory, Harry Vincom Pvt. Ltd. Pan No. Aacch5651d, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .

Authorised Signetory, Jayita Vinimay Pvt. Ltd. Pan No. Aaccj5030e, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .

Authorised Signetory, Kanishka Tradelink Pvt. Ltd. Pan No. Aaeck2016p, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .

Authorised Signetory, Kurukshetra Commotrade Pvt. Ltd. Pan No. Aaeck2015q, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .

Authorised Signetory, Nikhilesh Tie- Up Pvt. Ltd. Pan No. Aadcd4914c, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .

Authorised Signetory, Prajakta Dealtrade Pvt. Ltd. Pan No. Aafcp7991r, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .

By Profession : ----



(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV



Government Of West Bengal
Office Of the D.S.R.-IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 01061 of 2011
(Serial No. 00990 of 2011)

3. Mr Navneet Pandey

Authorised Signetory, Dhankiran Vintrade Pvt. Ltd. Pan No. Aaccd9631r, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Authorised Signetory, Nextgen Commodeal Pvt. Ltd. Pan No. Aaccn8399n, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Authorised Signetory, Decent Vintrade Pvt. Ltd. Pan No. Aaccd9632n, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Authorised Signetory, Motion Builders Pvt. Ltd. Pan No. Aafcm7169n, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Authorised Signetory, Ideal Realtors & Developers Pvt. Ltd. Pan Aabci9525j, 14, Mallik Street, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007.

Authorised Signetory, Bridget Vinimay Pvt. Ltd. Pan No. Aaecb3850e, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016.

Authorised Signetory, Bryan Vanijya Pvt. Ltd. Pan No. Aaecb3853e, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016.

Authorised Signetory, Devadidev Vinimay Pvt. Ltd. Pan No. Aadcd6833a, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016.

Authorised Signetory, Dewansh Vanijya Pvt. Ltd. Pan No. Aadcd6832b, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016.

Authorised Signetory, Enrique Vinimay Pvt. Ltd. Pan No. Aaccr5856f, 109, Park Street, , Thana:-Park Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016.

, By Profession : ----

Identified By Akash Chawla, son of Narendra Singh Chawla, 64 S. K. Mukherjee Road, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 , By Caste: Hindu, By Profession: Business.

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV



(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
 CD Volume number 4
 Page from 2984 to 3007
 being No 01061 for the year 2011.



(Handwritten signature)

(Dulal Chandra Saha) 15-February-2011
 DISTRICT SUB-REGISTRAR-IV
 Office of the D.S.R.-IV SOUTH 24-PARGANAS
 West Bengal

| 2. | 1 | Deed No | Mode | RS K | RS D | L.R K | E.D.A.C | LAND AREA | Value |
|----|---|---------|------|--------------------------|------------------------|-------|-----------------------------|------------|-------------|
| | | 1061/11 | J. | 332 333 107 108 | 500 571 76 74 | | 552 87 33 39 22 | 102.50 Sq' | 1,11,721.00 |