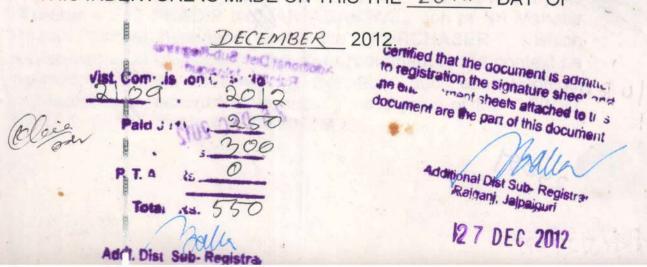
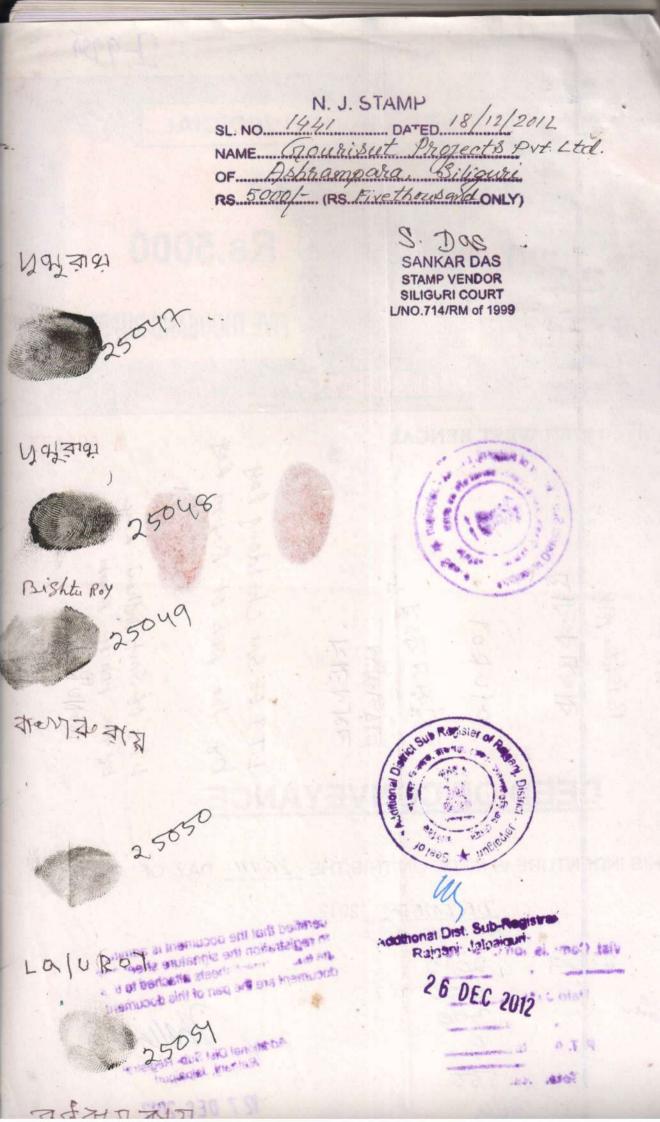


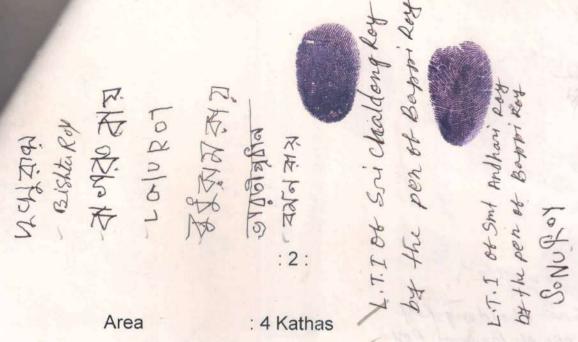


DEED OF CONVEYANCE

THIS INDENTURE IS MADE ON THIS THE 26 TH DAY OF







Plot No. : 164/419

Khatian No. : 631

Mouza : Dabgram

J.L. No. : 2

Sheet No. : 5

P.S. : Bhaktinagar

District : Jalpaiguri

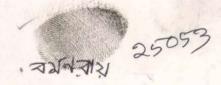
Consideration: Rs.24,00,000.00

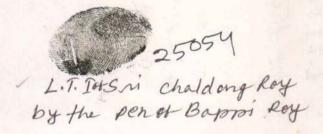
BETWEEN

GOURISUT PROJECTS PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Incorporation No.U45400WB2012PTC185466, Dtd.04-09-2012, having its Office at Sri Krishna Complex, 1st Floor, 16, Saradamoni Road, Ashrampara, Siliguri, P.O. and P.S. – Siliguri, in the District of Darjeeling, represented by its Director – SRI PRADIP KUMAR AGARWAL, son of Sri Mahabir Prasad Agarwal, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the "FIRST PART". (I.T. PAN No.AAECG9013M)

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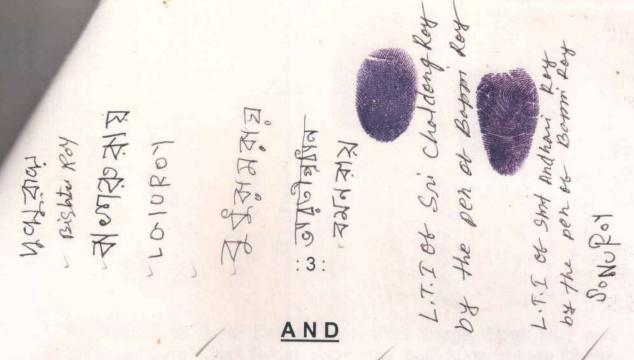


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Son of Sri Dukhu Rost
Rost Coloni Chagampara
Dobgram P.O: Salugara
P.S: Bhaktinagar
Disti: Jalpaiguri



Additional Det. Sub-Registrer Rajganj, Jalpaiguri



1. SRI DUKHU ROY, 2. SRI BISHTU ROY, 3. SRI BAKHARU ROY @ BAGHARU ROY, 4. SRI LALU ROY, 5. SRI BUDHURAM ROY, all sons of Late Batasu Roy, 6. SMT. BHARATI PRADHAN, wife of Shyam Pradhan and daughter of Late Batasu Roy, 7. SRI BARMAN ROY, son of Kaluya Roy, 8. SRI CHALDONG ROY, son of Kaluya Roy, 9. SMT. ANDHARI ROY, wife of Sri Narayan Roy and daughter of Kaluya Roy and 10. SRI SONU ROY, son of Angaru Roy, all are Hindu by faith, Indians by Nationality, Nos.1 to 5, 7, 8 and 10 Business by occupation and Nos.6 and 9 House-wives by occupation, residing at Chayan Para, Roy Colony, Dabgram, P.O. – Salugara, P.S. – Bhaktinagar, in the District of Jalpaiguri, hereinafter called the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "SECOND PART".

AND

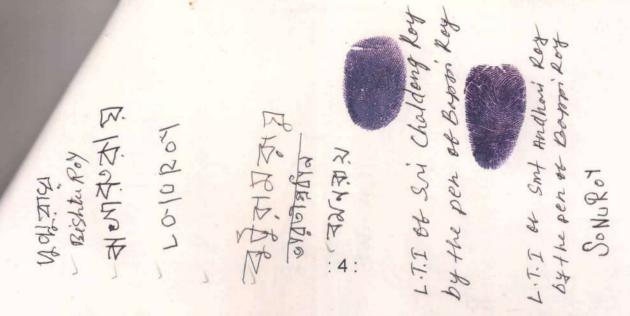
SMT. PADESWARI ROY, wife of Late Satish Chandra Roy, Hindu by faith, Indian by Nationality, House-wife by occupation, residing at Upper Bagdgora, P.O. and P.S. – Bagdogra, in the District of Darjeeling, hereinafter called the "CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) of the "THIRD PART".

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Additional Dist. Sub-Registre
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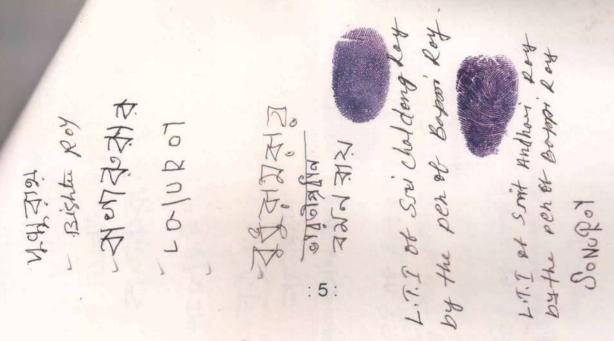


- I. A) WHEREAS i) Sri Darga Singh alias Darga Singh Roy and ii) Sri Sedal Singh alias Sedal Singh Roy, both sons of Late Dherpi Das alias Dherpi Singh Roy, were the recorded owners of all that piece or parcel of land measuring 2.32 Acres [each having ½ (one-half) share in it], comprised in Plot No.164/419, recorded in Khatian No.631, situated within Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.
- B) AND WHEREAS abovenamed Sri Sedal Singh alias Sedal Singh Roy, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.7475 Acres out of his share in the aforesaid land, unto and in favour of Sri Darga Singh Roy, son of Late Dherpi Singh Roy, by virtue of two separate Sale Deeds, i) Dtd.08-07-1966, being Document No.3589 for the year 1966, entered in Book I, Volume No.36, Pages 99 to 100, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri and ii) Dtd.13-02-1976, being Document No.1165 for the year 1976, entered in Book I, Volume No.15, Pages 187 to 199, both the deeds registered in the Office of the Sadar Joint Sub-Registrar, Jalpaiguri.
- C) AND WHEREAS by virtue of the aforesaid Sale Deeds, abovenamed Sri Darga Singh alias Darga Singh Roy, became the sole, absolute and exclusive owner of the aforesaid land measuring 0.7475 Acres and he was also the recorded owner of ½ (one-half) share in all that piece or parcel of land measuring 2.32 Acres (which measures 1.16 Acres), forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, Sheet No.5, P.S.-Bhaktinagar, District Jalpaiguri.

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Additional Dist Sub-Registra Rajganji, Jalpaiguri



- D) AND WHEREAS under the circumstances mentioned hereinabove Sri Darga Singh alias Darga Singh Roy, became the sole, absolute and exclusive owner of all that piece or parcel of land intotal measuring 1.9075 Acres (i.e. 0.7475 Acres + 1.16 Acres).
- II. A) AND WHEREAS abovenamed Sri Darga Singh alias Darga Singh Roy (The Recorded Owner), had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 1.33 Acres, unto and in favour of Smt. Nileswari Roy, wife of Batasu Roy, by virtue of Sale Deed, Dtd.27-03-1980, being Document No.1488 for the year 1980, registered in the Office of the 2nd Sadar Joint Sub-Registrar of Jalpaiguri at Rajganj.
- B) AND WHEREAS abovenamed Darga Singh alias Darga Singh Roy, died intestate leaving behind his daughters Smt. Nileswari Roy, wife of Batasu Roy and Smt. Padeswari Roy, wife of Satish Chandra Roy, as his only legal heirs to inherit his land comprising of Plot No.164/419 and other plots, recorded in Khatian No.631, situated within Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District Jalpaiguri.



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Additional Dist. Sub-Registra, Rajgani, Jalpaiguri



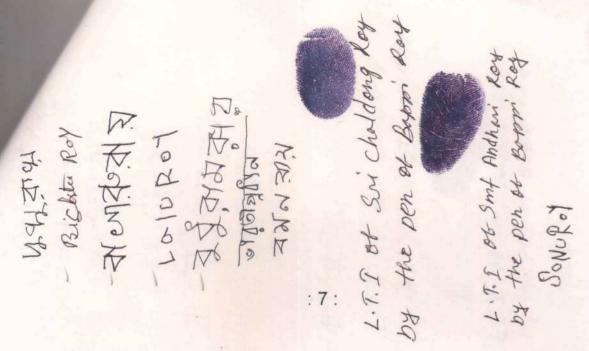
C) AND WHEREAS abovenamed Smt. Padeswari Roy, thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 2.15 Acres out of her share, comprising of Plot No.164/419 and other plots, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2, Pargana - Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District – Jalpaiguri, unto and in favour of her abovenamed sister Smt. Nileswari Roy, wife of Batasu Roy, by virtue of Sale Deed, Dtd.02-12-1981, being Document No.3547 for the year 1981, entered in Book – I, Volume No.55, Pages 183 to 186, registered in the Office of the Addl. Dist. Sub-Registrar, Jalpaiguri.

D) AND WHEREAS by virtue of two separate Sale Deeds, i) being Document No.1488 for the year 1980, ii) being Document No.3547 for the year 1981 and by way of inheritance, abovenamed Smt. Nileswari Roy, became the sole, absolute and exclusive owner of the aforesaid land measuring more or less 1.9075 Acres, forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2; Pargana - Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

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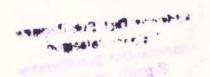
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E) AND WHEREAS abovenamed Smt. Nileswari Roy, thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.92 Acres, forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2, Pargana - Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District – Jalpaiguri, unto and in favour of her abovenamed sister - Smt. Padeswari Roy, wife of Sri Satish Chandra Roy, by virtue of Sale Deed, Dtd.02-12-1981, being Document No.3550 for the year 1981, entered in Book – I, Volume No.55, Pages 197 to 199, registered in the Office of the Addl. Dist. Sub-Registrar, Jalpaiguri.

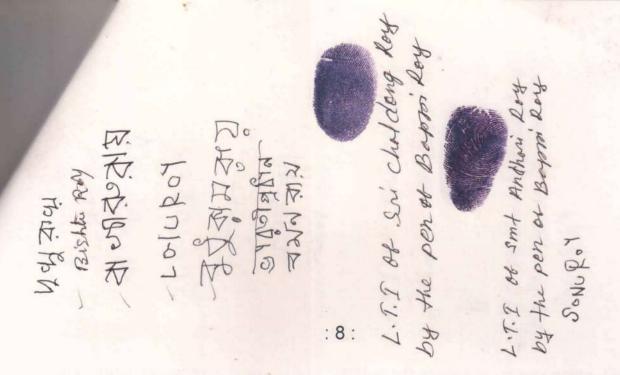
F) AND WHEREAS abovenamed Smt. Nileswari Roy, thereafter had also transferred and made over physical possession of all that piece or parcel of land measuring 0.33 Acres, forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2, Pargana - Baikunthapur, Sheet No.5, P.S.-Bhaktinagar, District – Jalpaiguri unto and in favour of her sons – SRI BUDHU RAM ROY, SRI BISHTU ROY, SRI LALU ROY and SRI BAGHARU ROY, by virtue of four separate Gift Deeds, all Dtd.10-05-2005, being Document Nos.1895, 1896, 1897 and 1898 for the year 2008, entered in Book – i, CD Volume No.4, Pages 2468 to 2477, 2458 to 2467, 2448 to 2457 and 2438 to 2447, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

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Additional Dist. Sub-Registra: Raiganj, Jalpaiguri



III. AND WHEREAS abovenamed Nileswari Roy, died intestate leaving behind her sons - SRI DUKHU ROY, SRI BISHTU ROY, SRI BAKHARU ROY @ BAGHARU ROY, SRI LALU ROY, SRI BUDHURAM ROY, daughters - SMT. BHARATI PRADHAN, wife of Shyam Pradhan, SMT. BHOYCHALI ROY, wife of Kaluya Roy and SMT. KHOYCHALI ROY, wife of Angaru Roy, as her only legal heirs to inherit the remaining land, forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2, Pargana - Baikunthapur, Sheet No.5, P.S.-Bhaktinagar, District – Jalpaiguri.

That abovenamed BHOYCHALI ROY, died intestate leaving behind her sons – SRI BARMAN ROY, SRI CHALDONG ROY and daughter - SMT. ANDHARI ROY, wife of Sri Narayan Roy, as her only legal heirs to inherit her share in the land, forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2, Pargana - Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District – Jalpaiguri.

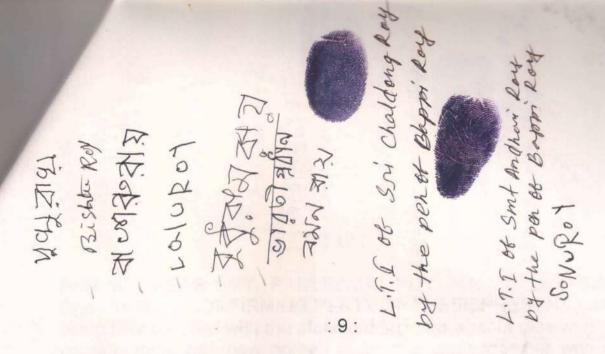
That abovenamed KHOYCHALI*ROY, died intestate leaving behind her son – SRI SONU ROY, as her only legal heirs to inherit her share in the land, forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2, Pargana - Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District – Jalpaiguri.

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IV. AND WHEREAS by virtue of the aforesaid four separate Gift Deeds, being Document Nos.1895, 1896, 1897 and 1898 for the year 2008 and by way of inheritance abovenamed SRI DUKHU ROY, SRI BISHTU ROY, SRI BAKHARU ROY @ BAGHARU ROY, SRI LALU ROY, SRI BUDHURAM ROY, SMT. BHARATI PRADHAN, SRI BARMAN ROY, SRI CHALDONG ROY, SMT. ANDHARI ROY and SRI SONU ROY (The Vendors of these present), became the sole, absolute and exclusive owners the land comprised in Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L.No.2, Pargana - Baikunthapur, Sheet No.5, P.S.- Bhaktinagar, District – Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

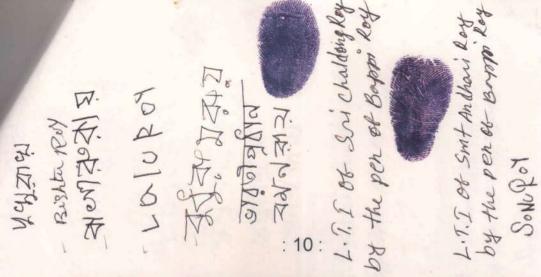
AND WHEREAS the vendors have now collectively decided to sell and have offered for sale to the purchaser all that piece or parcel of land measuring 4 Kathas out of the aforesaid land, more particularly described in the Schedule given hereinunder, for a consideration of Rs.24,00,000.00 (Rupees twenty four lakes) only.

AND WHEREAS SMT. PADESWARI ROY, wife of Late Satish Chandra Roy (CONFIRMING PARTY OF THESE PRESENT), was also the co-owner of Plot No.164/419 and since she is having no right, title and claim of whatsoever nature in the land hereby to be transferred by the vendors in favour of the purchaser of these present, the vendors have now requested SMT. PADESWARI ROY, to be the Confirming Party in these present to confirm the sale in favour of the purchaser of these present with respect to the schedule land.

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Additional Dist. Sub-Registral
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26 DEC 1117)



AND WHEREAS **SMT. PADESWARI ROY**, wife of Late Satish Chandra Roy (CONFIRMING PARTY OF THESE PRESENT), after being fully satisfied with the aforesaid fact and without receiving any consideration, has now agreed to be the party together with the vendors to execute this sale deed, declaring that she have no claim, right, title and interest of whatsoever nature over the Schedule land, which is hereby transferred by the vendors of these present.

AND WHEREAS the purchaser being in need of land in that area, has agreed to purchase the said land measuring 4 Kathas, more particularly described in the Schedule given hereinunder for a consideration of Rs.24,00,000.00 (Rupees twenty four lakhs) only, considering it to be the highest prevailing market price, free from all encumbrances and charges whatsoever.

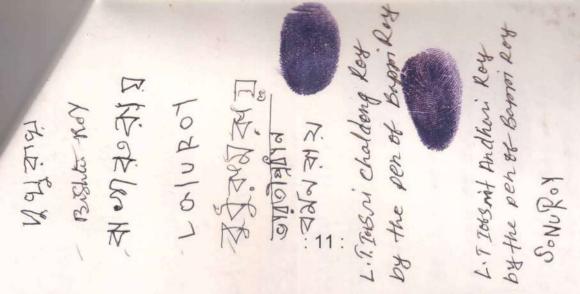
NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of Rs.24,00,000.00 (Rupees twenty four lakhs) only paid by the purchaser to the vendors, the receipt of which is acknowledged by the vendors by execution of these present and grants full discharge to the purchaser from the payment thereof and the vendors do hereby assign, sell, grant, convey and transfer absolutely and forever the said below Schedule property and makes over possession thereof unto and in favour of the purchaser peaceably and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, etc., whatsoever in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendors therewith with permanent heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendors or any person claiming under them subject to the payment of land revenue and other taxes to the Superior Landlord-now the Govt. of West Bengal and/or such other authorities as law may provide from time to time in future.

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Additional Dist. Sub-Registra-Raigani, Jalpaiguri

26 DEC LUIL



The vendors declare that the interest which they professes to transfer hereby subsists as on the date of these present and the vendors have not previously transferred, mortgaged, contracted for sale or otherwise the said below schedule land/property or any part thereof in favour of any other party or person/s and the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of contrary the vendors shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

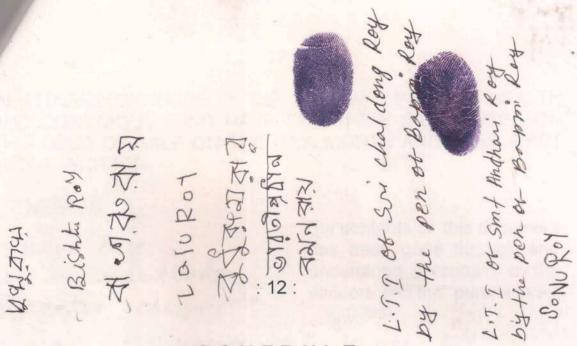
The vendors further covenant with the purchaser that if for any defect of title or for any act done or suffered to be done by the vendors, the purchaser is deprived of ownership or of possession of the schedule property or any part thereof in future, the vendors shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation of ownership or of possession and the vendors shall further pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

The vendors further undertake to take all actions and to execute all documents as may be required to be done or executed for fully assuring right, title and interest of the purchaser to the below schedule land conveyed at the cost of the purchaser.

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Additional Dist. Sub-Registrar Rajeanj, Jalenigue



SCHEDULE

All that piece or parcel of vacant land measuring 4 Kathas, forming part of Plot No.164/419, recorded in Khatian No.631, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sheet No.5, P.S. - Bhaktinagar, Ward No.42 of Siliguri Municipal Corporation, Registry Office and District - Jalpaiguri.

The said bastu land as sketched in the site plan enclosed herewith forms part of these present and the same is bound and butted as follows:-

By North :- Land of Binod Choudhary,

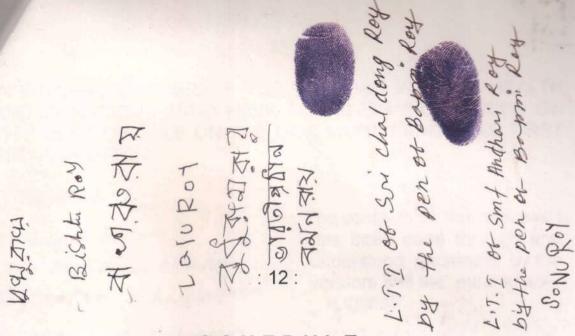
By South :- Land and house of Prabhat Chakraborty,

By East :- Land of the vendors sold to the purchaser of these Present,

By West :- 26 Feet wide SMC Road

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SCHEDULE

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