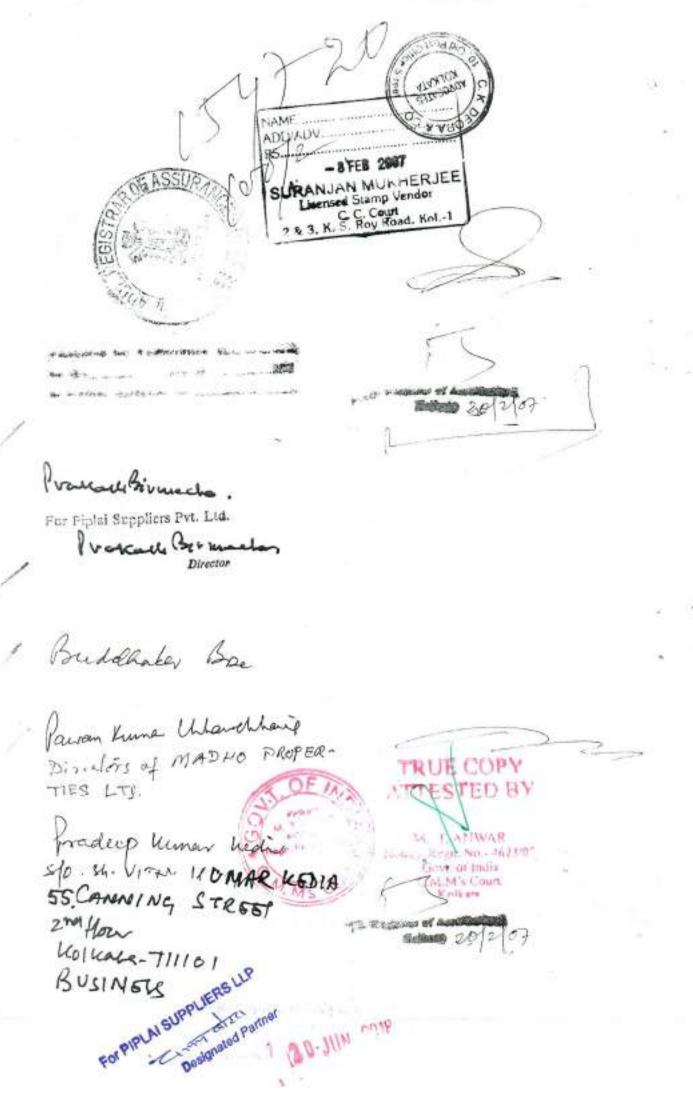


Designated Partner





Government Of West Bengal Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 13464 of 2011 (Serial No. 01726 of 2007)

On 20/02/2007

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.-15514000/-

Certified that the required stamp duty of this document is Rs.- 930850 /- and the Stamp duty paid as: Impresive Rs.- 100/-

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

Presented for registration at 14.00 hrs on :20/02/2007, at the Office of the A. R. A. - II KOLKATA by Prakash Kumar Barmecha , Claimant.

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

Execution is admitted on 20/02/2007 by

1. Sri B D Bose

Director, Madhu Properties Ltd, 9/1, Rajendra Nath Mukherjee Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700001.

, By Profession : Business

Sri P K Chhawchharia

Director, Madho Properties Ltd.

- , 9/1, Rajendra Nath Mukherjee Road, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin -700001
- . By Profession : Business
- Sri Prakash Kumar Barmecha

Director, Piplai Suppliers Pvt Ltd, Block- B, 2nd Floor, Room- 22/1, 55, Canning Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O.: - Pin:-700001

, By Profession ; Business

Identified By Pradeep Kumar Kedia, son of V K Kedia, 2nd Floor, 55, Canning Street, Kol. District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-711101, By Caste: Hindu, By Profession: Business.

ADDL, REGISTRAR OF ASSURANCES-II

On 21/02/2007

Payment of Fees

Amount By Cash

Rs. 65996/-, on 24/02/2007

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(Abani KumarDey)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 1 of 2

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For PIPLAI SUPPLIERS LLP

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Designated Partner



Government Of West Bengal Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: I - 13464 of 2011

(Serial No. 01726 of 2007)

(Under Article : A(1) = 65989/- ,E = 7/- on 21/02/2007)

Deficit stamp duty

Deficit stamp duty Rs. 360100/- is paid, by the Bankers cheque number 979832, Bankers Cheque Date 09/02/2007, Bank Name STATE BANK OF INDIA, Kolkata, received on 21/02/2007

(....) ADDL, REGISTRAR OF ASSURANCES-II

On 25/10/2011

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: 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 25/10/2011

Deficit stamp duty

Deficit stamp duty Rs. 570650/- is paid38108222/10/2011State Bank of India, SOUTHERN AVENUE, received on 25/10/2011

Payment of Fees:

Amount by Draft

Rs. 104829/- is paid, by the draft number 381081, Draft Date 22/10/2011, Bank Name State Bank of India, SOUTHERN AVENUE, received on 25/10/2011

(Under Article : A(1) = 104829/- on 25/10/2011)

(Abani Kumar Dey) ADDL. REGISTRAR OF ASSURANCES-II

For PIPLAI SUPPLIERS LLP
Designated Partner

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(Abani KumarDey)

ADDL. REGISTRAR OF ASSURANCES-II

EndorsementPage 2 of 2

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and Sri P. K. Chhawchharia, hereinafter referred to as the VENDOR (which expression shall mean and include its successors in interest and/or assigns) of the ONE PART AND PIPLAI SUPPLIERS PRIVATE LIMITED, a company registered under the Companies Act, 1956, having its registered office at 55, Canning Street, Block "B", Second Floor, Room No. 22/1, Kolkata - 700 001, represented by its Director Sri Prakash Kumar Barmecha, hereinafter referred to as the PURCHASER (which expression shall mean and include its successors in interest and/or assigns) of the OTHER PART:

WHEREAS:

- By an Indenture dated 29th September, 1919 and registered with the Sub-Registrar of Calcutta in Book No. I, Volume No. 162, Pages 66 to 76 being Deed No. 5093 for the year 1919, one Hem Chandra Bose and Jyotish Chandra Bose sold to one Birla Brothers Limited All That the premises No. 1 Sircar lane (formerly known as or being part of premises No. 80, Muktaram Babu Street) in the town of Calcutta admeasuring an area of 1 bigha more or less by way of absolute sale.
- B. In or about the year early 1932 a family arrangement took place between various members of the Birla family (viz. Raja Baldeo Das Birla & Ors.) concerning certain properties and Madho Properties Limited was incorporated having its registered office then at 8, Royal Exchange Place, Calcutta for holding the family properties.

iost, of India By virtue of such family arrangement and further by dint of a registered Indenture No. I, Volume No. 63, Pages 9 to 15 being Deed No. 1469 for the year 1932, such to 15 being Deed

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Designated Partner

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various members of the larger Birla family fully and completely transferred and made vested in the said Madho Properties Limited being the Vendor herein of all the properties mentioned in Schedule "A" to such registered Indenture and the said Madho Properties Limited became the absolute owner of all the properties described in Schedule "A" to such registered Deed dated 30th April, 1932.

- D. The schedule "A" comprised under the said registered Deed of Transfer and/or registered Indenture dated 30th April, 1932, inter alia, comprised of All That the premises No. 1, Sircar lane (now known as Sarkar Lane) Kolkata (formerly known as No. 80, Muktaram Babu Street) comprising an area of 1 bigha 4 cottahs but on actual measurement found to be 19 Cottahs 14 Chittaeks 4 sq.ft. more or less together with structures thereon.
 - The Vendor represents that since after the absolute transfer and possession of the entirety of the said premises No. 1, Sarkar Lane, Kolkata admeasuring an area of 1 bigha more or less, the Vendor had been in peaceful possession thereof and had been inducting tenants from time to time and lastly by a registered Deed of Lease dated 23rd March, 1972 the Vendor then having its registered office at 15, India Exchange Place, Kolkata and therein described as the Lessor granted a lease in respect of the entirety of the said premises to one M/s. Jogendra Singh Arora & Company of No. 103, Chittaranjan Avenue, Kolkata for a period of 31 years commercial on and from 1rd February, 1972 and expiring on 31rd day of January, 2003. It is recorded that the said lease has already expired by efflux of time and the said Lessee has already vacated the said premises unto the Vendor save that certain march of the erstwhile staff of the said Lessee are trespassing into the said premises without any legal authority.



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For PIPLAI SUPPLIERS LLP

Designated Partner





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For PIPLAI SUPPLIERS LLP

Designated Partner

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- F. Thus the Vendor is the full and absolute owner in possession of the said premises admeasuring an area of 1 bigha more or less namely premises No. 1, Sarkar Lane, within Ward No. 25 of the Kolkata Municipal Corporation, P.S. Girish Park and the name of the Vendor is duly recorded in the records of the Kolkata Municipal Corporation as Assessee No. 11-025-44-0001-4. The Vendor has already made over the possession of the said premises to the Purchaser on the 14th January, 2006 and now the Vendor has agreed to complete the conveyance in favour of the Purchaser on "as is where is basis" subject however to clear and marketable title free from all encumbrances provided that the Purchaser shall be liable to pay the arrears of the municipal rates and taxes whatsoever and interest and penalty thereon, if any.
- G. The Vendor has further represented that as such sole and absolute owner of the said premises, the same is free from all encumbrances, attachment, charges, lispendens, trust whatsoever and save and except the Vendor, no one else is authorized to deal with and dispose of the said premises and there is no impediment of any nature whatsoever by or under which the Vendor is or may be prevented from selling or disposing of the said premises as such absolute owner thereof to the Purchaser.

OF I

Relying upon the aforesaid representations and/or assurances of the Vendor and strictly believing the same as true, the Purchaser has agreed to purchase the said premises on 249 is where is basis" at or for the total price of Rs. 60,00,000/(Rupped Sixty lacs) only already paid by the Purchaser to the Vendor by cheque No. 871602 dated 12th January, 2006 drawn on Bank of India, Barabazar Branch

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FOR PIPLAI SUPPLIERS LLP

Designated Partner





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FOR PIPLAI SUPPLIERS LLP

Designated Partner

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and free from all encumbrances, trust, charges, attachment and/or lispendens whatsoever and the possession was delivered to the Purchaser.

NOW THIS DEED WITNESSETH as follows:

1.

In pursuance of the said agreement and in consideration of the sum of Rs. 60,00,000/- (Rupees Sixty lacs only) well and truly paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby and hereunder admit and acknowledge and of and from the same and every part thereof forever acquits releases and discharges the Purchaser) the Vendor doth hereby grants, sells, transfers, conveys, assigns and assures to unto and in favour of the Purchaser All That the piece and parcel of land admeasuring 19 Cottahs 14 Chittacks 4 sq.ft. be the same a little more or less, together with all structures thereon, situate lying at and being the Said Premises No. 1, Sarkar Lane, Kolkata - 700 007 Police Station Girish Park, within Ward No. 25 of the Kolkata Municipal Corporation. more fully described under the SCHEDULE hereunder written and hereinafter referred to as the "Said Premises", free from all encumbrances TOGETHER WITH like proportionate share all the ways paths passages under-ways sewers drains trees shrubs water courses rights lights liberties easements privileges, advantages appendages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or any part thereof or which with the same or any mart thereof or taken as part held, used, occupied enjoyed reputed deemed taken on taken as part or parcel thereof or appertaining thereto AND the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together with furthermore all the estate, right, title, interest Inheritance, use, possession, property, claim and demand whatsoever both at law and in equity of the Vendor into and upon or in respect of the said Premises and

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For PIPLAI SUPPLIERS LLP

Designated Partner

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Designated Partner FOR PIPLAI SUPPLIERS LLP

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every part thereof AND all deeds, pattahs, muniments, writings and evidences of title which in any wise relate to the said premises or any part thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor, its executors, administrators or representatives or any person from whom they can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD OWN POSSESS AND ENJOY the said Premises and each and every part thereof, hereby granted, sold, conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH ALL rights, members and appurtenances thereof unto and to the use of the Purchaser, its respective heirs, executors, administrators, representatives and assigns absolutely and forever free from all encumbrances and liabilities AND the Vendor doth hereby covenants with the Purchaser (1) that the Vendor is entitled to the said Premises free from all encumbrances and liabilities whatsoever AND (2) that the Vendor has a good right full power absolute authority and indefeasible title to grant sell convey transfer assign assure the said Premises hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents AND (3) that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the said Premises and all other right title and benefits appurtenant thereto and receive and take the rents issues and profits thereof and every part thereof without any hindrance eviction interruption disturbance claim or demand whatsoever from of or by the Vendor or any person or persons whomseever AND (4) that free and clear and freely and clearly and absolutely adquitted exonerated released discharged or otherwise well and sufficiently saved defended kept harmless and indemnified against all estates charges

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FOR PIPLAI SUPPLIERS LLP

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For PIPLAI SUPPLIERS LLP

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mortgages liens lispendens debts attachments execution claims demands encumbrances and liabilities except arrears of municipal tax or any other tax, if any, whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND (5) that all rents rates taxes and other outgoings except the municipal taxes whatsoever payable in respect of the said premises have been paid and satisfied in full by the Vendor upto the date of these presents and (6) that the Vendor and all persons having or lawfully or equitably claiming any right title interest property claims or demand whatsoever in or upon the said premises 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 and cost of the Purchaser make do acknowledge and execute or cause to be made done acknowledged and executed all such acts deeds matters things and assurances whatsoever for further better and more perfectly and effectually assuring and transferring the said Premises and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required. The Purchaser will pay the arrears of municipal taxes etc., interest, penalties or whatsoever to the Kolkata Municipal Corporation and the Vendor has no liability to pay the arrears taxes whatsoever to the corporation.

THE SCHEDULE ABOVE REFERRED TO

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(Said Premises)

ALL THAT the piece and parcel of land admeasuring 19 Cottahs 14 Chittacks 4 sq.ft. be the same a little more or less, together with all structures thereon, situate lying at and being the Said Premises No. 1, Sarkar Lane, Kolkata – 700 007, Police Station Girish Park, within Ward No. 25 of the Kolkata Municipal Corporation, butted and bounded by:

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Per PIPLAI SUPPLIERS LLP





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tioney, Regn. No. - 46230.5 Govt. of tado. C.M.M's Coon Kolkers

For PIPLAI SUPPLIERS LLP
Designated Partner

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ON THE NORTH: By premises No. 3/1C, 3/1D and 3A, Sarkar Lane, Kolkata,

ON THE EAST : By Sarkar Lane,

ON THE WEST: Partly by premises No. 149A, Muktaram Babu Street and partly by 157, Muktaram Babu Street,

ON THE SOUTH: Partly by each of the premises Nos. 161, 159A, 155/1A and 157, Muktaram Babu Street, Kolkata.

OR HOWSOEVER THE SAME MAY BE BUTTED BOUNDED KNOWN OR NUMBERED.

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

EXECUTED AND DELIVERED by the

VENDOR at Kolkata in the presence of:

R V Janual (Service) (R. W. AGARWAL)

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9/1, R.N. huselinger Now Kollote-700001.

EXECUTED AND DELIVERED by the

PURCHASER at Kolkata in the presence

Janual (same) MARWAL. AGARWAL.

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Directors of



For Piplai Suppliers Pet. Ltd.

For PIPLAI SUPPLIERS LLP

Designated Partner

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MEMO OF CONSIDERATION

RECEIVED by the within-named Vendor from the within-named Purchaser the sum of Rs 60,00,000/-(Rupees Sixty lacs) only under these presents by following Cheque.

Date

Cheque No.

Bank

Amount

12/01/2006

871602

Bank of India

60,00,000/-

Barabazar Branch,

Kolkata.

broddhader bre lavan Kawar Chlandrania

(Rupees Sixty lacs only)

WITNESS:

R V James (Service) 911 R.N. Multeryce Road Kolkata - 700001

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(N. K. Agamatia)

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For PIPLAI SUPPLIERS LLP

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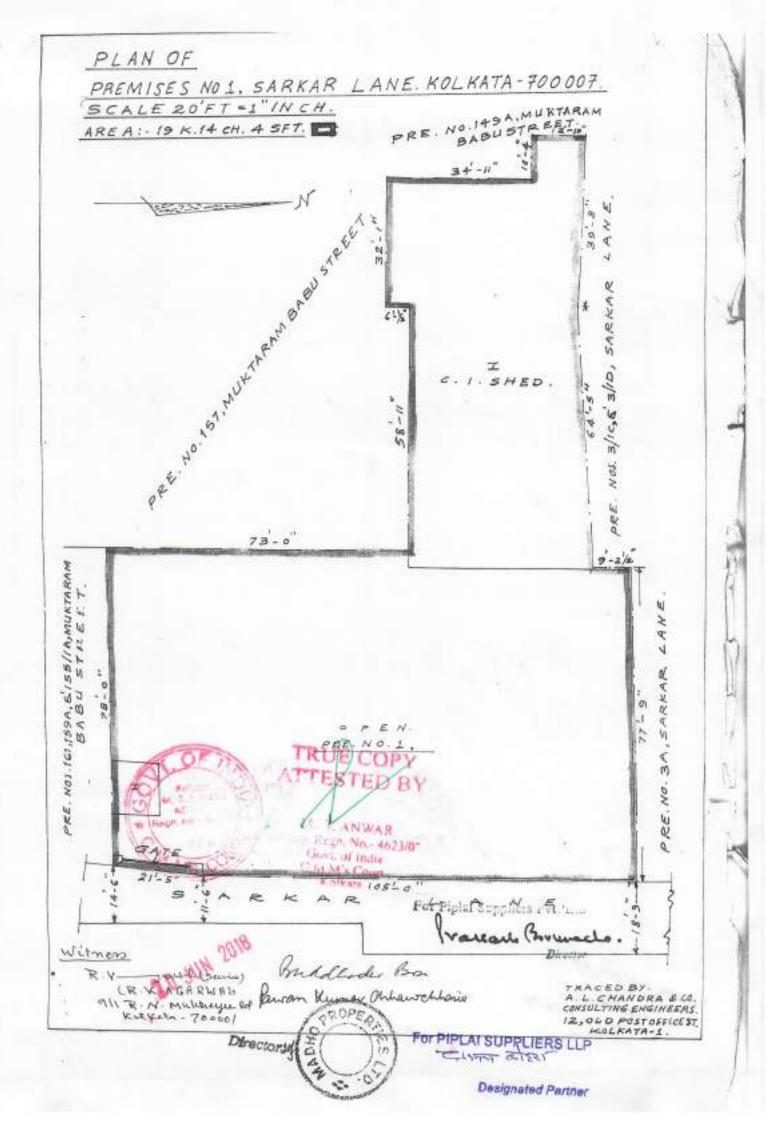
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For PIPLAI SUPPLIERS LLP

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DEED OF CONVEYANCE

C. K. DEORA & COMPANY,

Advocates, 10, Old Post Office Street, Kolkata – 700 001.

For PIPLAI SUPPLIERS LLP

Designated Partner



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 52 Page from 4945 to 4959 being No 13464 for the year 2011.



(Abani KumarDey) 01-November-2011 ADDL. REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal

FOR PIPLAI SUPPLIERS LLP

Designated Partner

OF ATTESTED BY

M. L. ANWAY

M. C. AN