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MAND OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the 22nd day of

May in the Christian Era of TWO THOUSAND AND SEX

D. Mr. 9490] BETWEEN

(1) TASLEM ALI MOLLAH, (2) SAMIM ALI MOLLAH, both sons of Haran

Ali Mollah, by Religion - Islam, by Nationality - India, by Occupation -

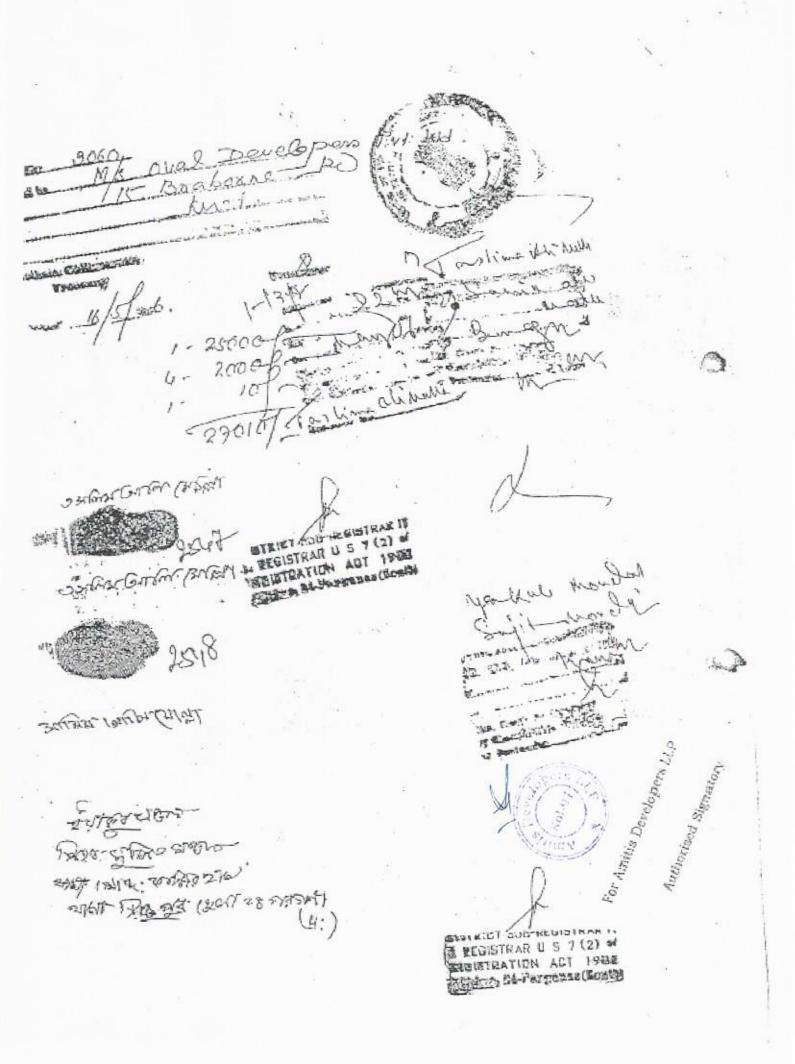
Business, and both are residing at Village - Banagram, P. O.

Rasapunja, Police Station - Bishnupur, District - South 24-Parganas,

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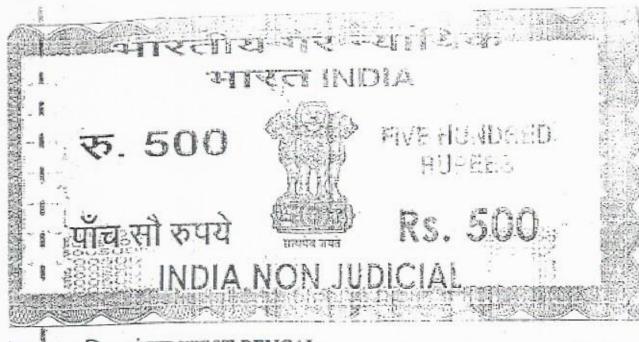
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-2-

in the State of West Bengal, both are hereinafter jointly called and referred to as the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

AND

M/S. OVAL DEVELOPERS PRIVATE LIMITED, a Private Limited Company incorporated under the Indian Companies Act, 1956 represented by its one of the Directors, namely MR. TUSHAR JHUNJHUNWALA, having its registered office at 4th Floor, 15,



हमर्जुल पश्चिम बंगाल WEST BENGAL

-3-

Brabourne Road, Police Station - Hare Street, Kolkata - 700 001, hereinafter called and referred to as the "PURCHASER" (which expression shall unless otherwise repugnant to the context be deemed to mean and include its successors, administrators, legal representatives and/or assigns) of the OTHER PART.

WHEREAS (1) Jacob Sunil Mukherjee, son of Late Rajendra Nath Mukherjee, resident of 17, Molen Street of P. S. Bhowanipore, Kolkata — 700 020 purchased the Sali land measuring more or less 14-3/4 Decimals comprised in Dag No. 416 under C. S. Khatian No. 206 and Part of Dag No. 488 under R: S. Krishi Khatian No. 908 at Mouza Banagram under Banagram Anchal Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, Revenue Survey No.

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20 under Police Station Bishnupur in the District of the then 24-Parganas by virtue of two registered Deeds of Conveyance (1) being No. 6316 for year 1966 recorded in Book No. 1, Volume No. 62, Pages from 107 to 109 and another (2) Being No. 6314 for the year 1966 recorded in Book No. 1, Volume No. 64, Pages from 29 to 31 registered in the office of the then District Sub-Registrar at Bishnupur from one Ayap Ali Mollah, son of Janab Yeahud Molla resident of Village Banagram, P. S. Bishnupur, District the then 24-Parganas.

AND WHEREAS (2) John Sunit Mukherjee, Son of Late Rajendra Nath Mukherjee, resident of 17, Molen Street of P. S. Bhowanipore, Kolkata – 700 020 purchased the Sali land measuring 6-1/2 Decimals comprised in Dag No. 416 under C. S. Khatian No. 206 and Part of Dag No. 488

For Amitis Developers LLP

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- 5 -

under Krishi Khatian No. 751 at Mouza Banagram, under Banagram
Anchal Panchayet, J. L. No. 16, Pargana Khaspur, Revenue Survey No.
30 of Police Station Bishnupur, District South 24-Parganas by virtue of
a registered Deed of Conveyance Being No. 6315 for the year 1966 from
one Ayap Ali Mollah, son of Janab Yeahud Ali Mollah, resident of Village
Banagram, P. S. Bishnupur in the District of the then 24-Parganas
which was registered in the then office of the District Sub-Registrar at
Bishnupur and recorded in Book No. I, Volume No. 58, Pages from 196
to 198 therein, and thus said (1) Jacob Sunil Mukherjee and (2) John
Sunit Mukherjee, both sons of Late Rajendra Nath Mukherjee owned,
absolutely seized and possessed of or otherwise well and sufficiently
entitled as and for an absolute and indefeasible estate in fee simple in
possession of the said Sali land, as described hereinabove, free from all

6315/1966

For Amitis Developers LLP



- 6 -

cheumbrances whatsoever and had been enjoying rents and issues and profits thereof from the date of transfer the aforesaid schedule of land in favour of them by way of sale.

AND WHEREAS (3) Smt. Tushar Rani Mukherjee, wife of Peter Purnendu Mukherjee, resident of 35, Biren Roy Road (West), of P. S. Thakurpukur, Kolkata - 700 008, was absolutely seized and possessed of or otherwise well and sufficiently entitled as and for an absolute and indefeasible estate in fee simple in possession of All That the piece of Saki land measuring more or less 6-1/2 Decimals or say 4 Cottaha comprised in C. S. Dag No. 416 under C. S. Khatian No. 206 and part of

Authorised Signatory

For Amitis

Dag No. 488 under Krishi Khatian No. 370 at Mouza Banagram under Banagram Anchal Panchayet, J. L. No. 16, Pargana Khaspur, Revenue Survey No. 30 of Police Station: Bishnupur, in the then District 24-Parganas free from all encumbrances whatsoever and had been enjoying rents, issues and profits thereof which had been thereafter recorded in their respective names the Revisional Settlement Record as Krishi Khatian Nos. 908, 751 and 370 respectively and they became the sole recorded owners of the Record of Rights and thereafter the abovenamed owners had jointly agreed for absolute sale of their Sali land measuring the total area - 21-1/4 Decimals corresponding to 12 Cottabs 13 Chittacks O Square Feet, be the same a little more or less and thereafter finally sold out the aforementioned schedule of land to (1) SRI CHAMAN LAL SHARMA, (2) SRI MADAN LAL SHARMA, both sons of Amolak Ram Sharma, (3) SRI RAJESH SHARMA and (4) SRI SURESH SHARMA, both sons of Late Amarjit Sharma, all are resident of 96/3, Bondel Road of the then P. S. Gariahat, Kolkata - 700 019 by virtue of the Deed of Conveyance Being No. 7393 for the year 1991 registered in the office of the then District Sub-Registrar at Alipore on 16.05.1991 and the same was recorded in Book No. 1, Volume No. 103, Pages from 347 to 357.

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Por Amitis Developers LLP

AND WHEREAS thereafter while thus the abovenamed (1) Sri Chaman Lai Sharma, (2) Sri Madan Lei Sharma, (3) Sri Rajesh Sharma and (4) Sri Suresh Sharma were jointly seized and possessed of or otherwise well and sufficiently entitled as and for an absolute and indefeasible estate in fee simple in possession of the aforesaid Sali land, as described hereinabove, free from all encumbrances whatsoever and had been enjoying rents, issues and profits thereof from the date of transfer the aforesaid entire schedule of land in favour of them by way of sale Being No. 7393 for the year 1991, they had sold out the aforementioned schedule of land measuring 21-1/4 Decimals comprised to 12 Cottahs 13 Chittaks 0 Square Feet, be the same a little more or less, Sali land comprised of Part of Dag No. 416 under C. S. Khatian No. 206 Part of Dag No. 488 and Krishi Khatian Nos. 908, 751 and 370 in Mouza Banagram, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, Revenue Survey No. 30, Police Station Bishnupur in the District of South 24-Parganas by virtue of the registered Deed of Conveyance Being No. 00474 for the year 2003 in favour of the Vendors herein namely (1) TASHLIM ALI MOLLAH and (2) SHAMIM ALI MOLLAH, both sons of Haran Ali Molla, resident of Village Banagram, P. S. Bislimupur, District South 24-Parganas which has been registered in the Office of The District Sub-Registrar - IV at Alipore on the 20th March; 2001 being Pending Deed 1147 and confirmed on 21/07/2003 and the same was recorded in Book No. I, Volume No. 6, Pages from 215 to 233 therein.

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For Amutis Developers LLP

AND WHEREAS thus by virtue of the aforesaid Deed of Conveyance the vendors herein become the sole joint possessors and occupiers of the said schedule of lands keeping the same in their joint sole continuous possession, having unfettered right, title and interest free from all encumbrances and by paying rems to the Government authomy regularly.

AND WHEREAS at present due to financial crisis as well as urgent need of a lot of money for legal necessities, the Vendors herein have mutually decided and agreed and lastly announced to sell their schedule of Revenue Paying Collectorate land measuring an area of 21-1/4 decimals corresponding to 12 Cottahs 13 Chittaks 0 Square Feet, be the same a little more or less of Sali land comprised in Part of C. S. Dag No. 416 under C. S. Khatlan No. 206 and part of Dag No. 488 under Krishi Khatian Nos. 908, 751 and 370 in Mouza Banagram, District Collectorate Touzi Nos. 3. 4, 5, J. L. No. 16, Pargana Khaspur, Revenue Survey No. 30, Police Station Bishnupur in the District of South 24-Parganas, more fully and particularly described in the Schedulehereunder written, free from all encumbrances, charges, liens, lispendences, attachments and scheme of acquisition or requisition or vested by the State Government acts, rules, provisions or bye-laws and the Vendors are jointly holding good, peaceful and marketable title thereof in law.

For Amitis Developers LLP

AND WHEREAS in response to such intention of the Vendors herein knowing from a reliable sources, the Purchaser hereto being a Private Limited Company proposed to purchase the aforementioned schedule of land and after a thorough discussion, bargaining well the marketable consideration amount has been settled and fixed by and between the Vendors and the Purchaser in respect of transfer of the schedule mentioned land described hereinabove well by way of sell in favour of the Purchaser by the Vendors herein at Rs. 4,50,000.00 [Rupees four lacs fifty thousand] only and accepting the proposal the Vendors hereto have received and acknowledged the receipt of the said total consideration money from the Purchaser hereto on or before execution and registration of this Deed of Conveyance in favour of the Purchaser hereto as per Memo of Consideration written hereinbelow.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the aforesaid verbal agreement and in consideration of Rs. 4,50,000.00 (Rupees four lacs fifty thousand) only paid by the Purchaser to the vendors hereto in respect of total consideration amount for transfer of the schedule mentioned land in favour of the Purchaser by way of sell by the Vendors herein hereunder written well on or before the execution and registration of this Deed of Conveyance (the receipt whereof the Vendors doth hereby admit and acknowledge the same as per Memo of Consideration) hereunder written well and the Vendors hereto DOTH

Por Amitia Developera LLP

HEREBY forever release, acquit, exonerate, discharge, sell, transfer, assigns and dispose of ALL THAT piece and parcel of land measuring an area of 21-1/4 Decimals corresponding to 12 Cottahs 13 Chittaks 0 Square Feet, be the same a little more or less of Sali land comprised in R. S. Dag No. 416 under C. S. Khatian No. 206 and Part of Dag No. 488 appertaining to Krishi Khatian Nos. 908, 751 and 370 in Mouza Banagram under Banagram Anchai Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, Revenue Survey No. 30 within jurisdiction of Additional District Sub-Registration Office at Bishnupur and District Registration Office at Alipore, Police Station Bishnupur, District South 24-Parganes, free from all encumbrances, liberties, appurtenances along with all casement rights including the user right of common passage for free ingress and egress to and from the scheduled land which is more fully and particularly described in the Schedule hereunder written.

AND the Vendors hereto further DOTH HEREBY grant, convey, sell, transfer, assign, assure, dispose of absolutely unto and in favour of the Purchaser hereto ALL THAT the said piece of land measuring an area of 21-1/4 Decimals corresponding to 12 Cottahs 13 Chittaks O Square Feet, be the same a little more or less of Sali land free from all encumbrances, liberties, appurtenances TOGETHER WITH all easement rights, privileges in any pertaining to the said landed property belonged to the estate right, title, interest, claims, demands and charges

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whatsoever unto and upon the said schedule of land which is free from all encumbrances, charges, liens, lispendences, acquisition or requisition and/or vested under any scheme of the State Government claim and demand etc. whatsoever TO HAVE AND TO HOLD the same absolutely in the manner aforesaid free from all obstructions, charges, claims, demands of the scheduled land thus purchased by the Purchaser hereto and the Purchaser shall have every right, authority, power, interest, possession and claim to sell, convey, gift, lease, hypothecate, mortgage, assign, assure, dispose of the schedule of land hereinbelow thus purchased by the Purchaser hereunder written to any person or persons in any manner whatsoever.

THAT the Vendors hereto covenant hereby that NOTWITHSTANDING anything heretobefore done or suffered to the contrary the Vendors hereto have good and absolute right, title, possession, interest, claims and authority to convey the schedule mentioned land hereunder written well which is free from all encumbrances, charges, liens, lispendences, claims, demands whatsoever more fully and particularly described in the schedule hereunder written and have all rights, privileges and appurtenances thereunto belonging and the same was never vested or were under any scheme of acquisition or requisition by the State Government in any act, rules, provisions or bye-laws which is hereby sold, conveyed and transferred unto and in favour of the Purchaser



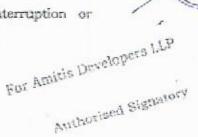
For Amitic Developers LLP

hereto by the Vendors herein and the Vendors have not done or knowingly suffered against anything whereby the schedule of lands may be encumbered, stake, affected or impeached in estate, title or otherwise.

THAT the Vendors hereto shall and will at all times indemnify and keep indemnified and harmless the Purchaser against all claims, demands, objections whatsoever in respect of the schedule mentioned lands hereby sold, conveyed and make good unto and in favour of the Purchaser hereto from all losses, damages, costs and expenses that may be accrued or be incurred by reasons of any defect, deficiency which may be found or detected in right, title, interest or possession in respect of the schedule mentioned landed property and for granting the same right.

AND THAT the Purchaser hereto shall have henceforth peacefully and quietly hold, posses and enjoy the rents, issues and profits desirably from and out of the said purchased schedule of lands without hindrances, interruption or disturbances from or by the Vendors or any other person or persons claiming through or under entrust for the Vendors without any lawful let, hindrances and interruption or disturbances by any other person or persons whatsoever.

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THAT all the rents, revenues and other impositions payable in respect of the scheduled land hereby sold have been fully paid by the Vendors and if any portion of such be found to have been remained unpaid for the period into the date thereof, the same shall be decreed to be the liability of the Vendors and realiasable from the Vendors.

THAT the Vendors hereby promised and assured that the Vendors shall at all times do and execute at the costs and expenses of the Purchaser all such further acts, deeds, things and assurances as may be reasonably required by the Purchaser for the better or further effecting and assuring the conveyance hereby sold and conveyed.

SCHEDULE OF LAND AS REFERRED TO ABOVE

ALL THAT piece and parcel of Revenue Paying Collectorate land measuring an area of 21-1/4 Decimals or say 21.15 Decimals corresponding to 12 (Twelve) Cottahs 13 (Thirteen) Chittaks 0 (Zero) Square Feet, be the same a little more or less of Sali land comprised in R. S. Dag No. 416 and Part of Dag No. 488 appertaining to C. S. Khatian No. 206 and Krishi Khatian Nos. 908, 751 and 370 in Mouza Banagram under Banagram Anchal Panchayet, J. L. No. 16, District Collectorate Touzi Nos. 3, 4, 5, Pargana Khaspur, Revenue Survey No. 30 within jurisdiction of Additional District Sub-Registration Office at

J. Composition

Amilia Developers LLP

Bishnupur and District Registration Office at Alipore, Police Station Bishnupur, District 24-Parganas (South) along with all easement rights, liberties, appurtenances free from all encumbrances, liens, attachments, lispendences, claims, demands etc. including the user right of common passage for free ingress and egress to and from the schedule of lands which rent/revenue is to be paid to the District Collectorate, 24-Parganas (South) at Alipore in favour of the Government of the State of West Bengal @ Rs. 10.00 (Rupees ten) only per annum and the same is butted and bounded in the following manner:

ON THE NORTH: By land of R. S. Dag No. 415;

ON THE SOUTH: By 37' feet wide Banagram to Pailan Public Road;

ON THE EAST : By lands of Part of R. S. Dag No. 416;

ON THE WEST : By lands of R. S. Dag Nos. 341, 342 and 344.

IN WITNESS WHEREOF the Vendors hereto has set and subscribed their respective hands and signature hereunto, the day, month and year first written above.

SIGNED, SEALED AND DELIVERED

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SIGNATURE OF THE VENDORS

Aumonia Osmalos Las Las Collins Los Collins Co

MEMO OF CONSIDERATION

RECEIVED withinnamed Purchaser and from the withinmentioned sum of Rs. 4,50,000.00 (Rupees four lacs fifty thousand) only on this day as full and final consideration money of the schedule mentioned land sold by this Deed of Conveyance in the following manners :-

By Cheque

: Rs. 4,50,000.00

(RUPEES FOUR LACS FIFTY THOUSAND ONLY)

(BOOK 2: 28 2/8542)

SIGNATUREOF THE VENDORS

Drafted by me.

Japan Chalesebory

Advocate, Criminal Court, Alipore, Kolkata: 700 027. Regd. No. 178/2691/99

For Aminis Developers LLP

Typed by: Bapi Ary Typist.

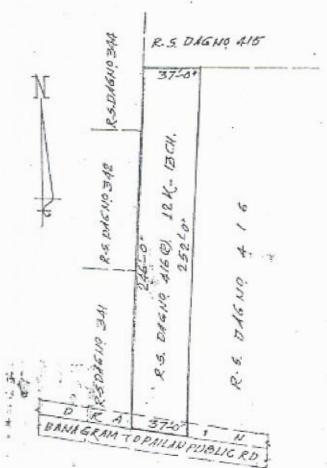
SITE PLAN!

AT MOUZA. BANAGRAM. J.L. Nº 16. R.S. Nº 30. R.S. KH.Nº

L.R. KH.NOS. 751, 9°8 & 370. PART OF R.S. DÁG Nº 416. OF AN.

12 K.- 13 CH. (A PPX). (21.15 DEC) P. S. BISHNUPUR. DIST. 24. PGS (5).

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Por Amitis Developers LLP

Authorised Signatory

DRAWNIE ALI MOLLA

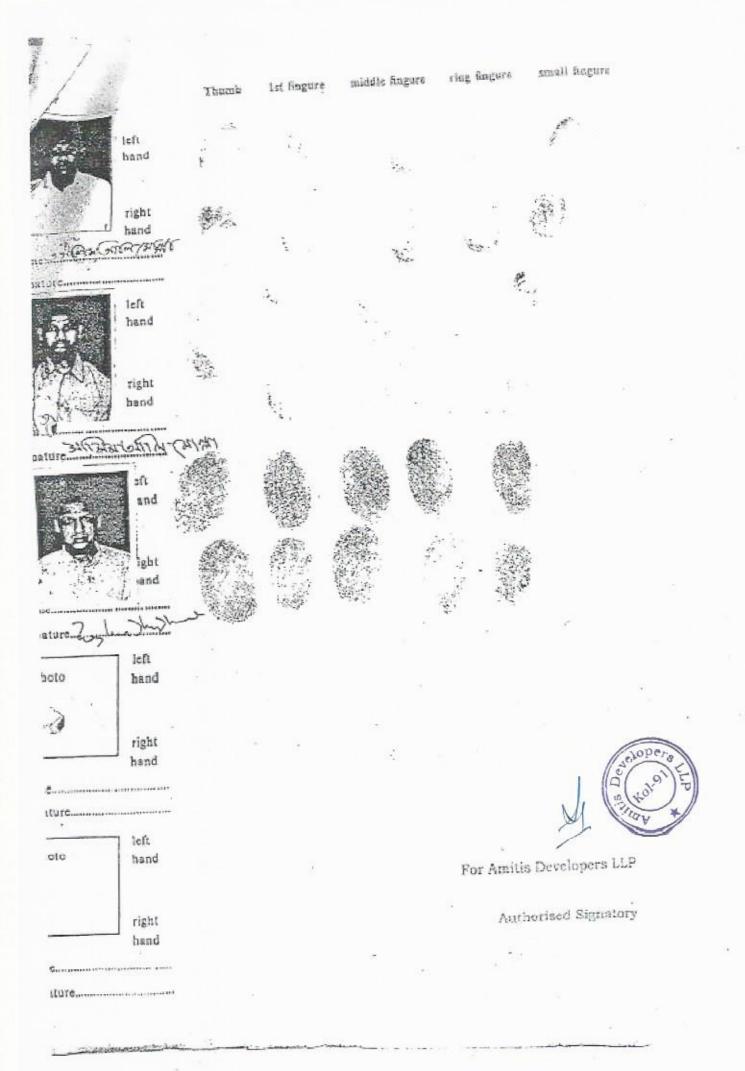
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from \$146 to 5170 being No 02525 for the year 2008.



[Dulal ChandraSaha] 22-November-2010 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R.-IV SOUTH 24-PARGANAS Nest Bengal

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For Amitis Developers LLP