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DEED OF CONVEYANCE



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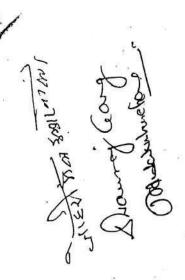
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DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE

66th DAY OF July 2007

CONVEYANCE

MOUZA-GOURCHARAN

PARGANA-PATHARGHATA

P.S.-MATIGARA

DIST. DARJEELING

AREA: 1.60(ONE POINT SIX ZERO) ACRES

CONSIDERATION

Rs.1,00,000/=

KHATIAN NO. 9/4, R.S-51 & 127 AND L.R-218

PLOT NO.147

J.L NO. 81

TOUZI NO. 91

BETWEEN

MOUNTAIN COMMERCIAL PRIVATE LIMITED, a Company registered under Indian Companies Act 1956, having its Registered office at P-21/22, Radha Bazar Street, Kolkata-1, represented by its Director SMT MANISHA GARG W/O SRI KISHAN GARG, by caste Flindu, by Occupation Business, Indian by Citizen, resident of M. G. Road, Khalpara, Siliguri-734005, P.S-Siliguri, District-Darjeeling, in the State of West Bengal, hereinafter called the "PURCHASER" (which expression shall mean and include its executors, successors in office representatives, administrators, legal representatives and assigns) of the ONE PART.

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1. SRI JOHORIMAL AGARWAL S/O LATE GURUDAYAL AGARWAL & 2. SRI DHANRAJ GARG, 3. SRI NANDA KISHORE GARG, 4. SRI DINESH GARG, 5. SRI PAWAN GARG, 6. SRI RAJU GARG, 7. SRI DIPU GARG, all are S/O JOHORIMAL AGARWAL, all are Hindu by Religion, Business by Occupation, Indian by Citizen, resident of Mahatma Gandhi Road, Khalpara, P.O & P.S-Siliguri, Dist-Darjeeling, in the State of West Bengal, hereinafter Jointly called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their successors, legal representatives and assigns) of the OTHER PART.

WHEREAS one GANGA DEVI W/O SRI JOHORIMAL AGARWAL was the absolute owner in possession of all that piece or parcel of land measuring 1.60(One Point Six Zero) Acres, appertaining to Plot No. 147, recorded in Khatian No. 9/4, R.S-51 & 127 and L.R-218, J. L No. 81, Touzi No.91, situated at Mouza-Gourcharan, Pargana-Patharghata, Police Station-Matigara, District-Darjeeling by virtue of deed of Sale, being Document No.I-3142 for the year 1982, Book No. I, Volume No. 63, at Pages 243 to 248, registered at Sub-Registrar Office at Siliguri, executed by Sri Haripada Nandi & Sri Dinesh Chandra Nandi both S/O Late Jogesh Chandra Nandi of New Milanpally, Siliguri and shall ever since then the said GANGA DEVI have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule below.

AND

WHEREAS thereafter the Owner of such possession said GANGA DEVI died leaving behind her husband SRI JOHORIMAL AGARWAL and Six Son's namely SRI DHANRAJ GARG, SRI NANDA KISHORE GARG, SRI DINESH GARG, SRI PAWAN GARG, SRI RAJU GARG, SRI DIPU GARG, all are S/O Sri Johorimal Agarwal, as her only legal heirs.

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WHEREAS after the death of the said GANGA DEVI, her husband SRI JOHORIMAL AGARWAL and Six Son's namely SRI DHANRAJ GARG, SRI NANDA KISHORE GARG, SRI DINESH GARG, SRI PAWAN GARG, SRI RAJU GARG & SRI DIPU GARG all are S/O Sri Johorimal Agarwal/Vendors hereof inherited the said Property by virtue of law of inheritance as her only legal heirs having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS the Vendors being in need of fund for investing in some other properties have offered for sale the above referred to land measuring 1.60(One Point Six Zero) Acres to the Purchaser for a total consideration of Rs.1,00,000/-(Rupees One Lack) only, as fully described in the Schedule below.

AND

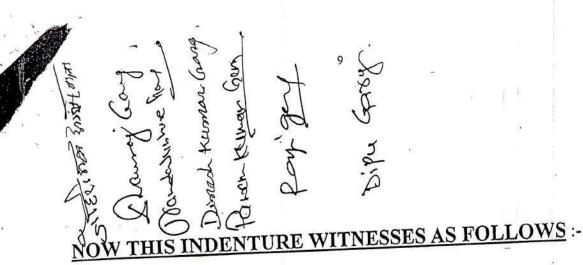
WHEREAS the Purchaser has learnt the intention of the Vendors to sell the aforesaid land fully described in the schedule below approached the Vendors and offered to Purchase the above referred land measuring 1.60 (One Point Six Zero) Acres for a total consideration of Rs.1,00,000/-(Rupees One Lack) only and the aforesaid land is fully described in the Schedule below.

AND

WHEREAS the Vendors finding the said offer of the purchaser fair and reasonable, have accepted the same and agreed to sell to the purchaser the said land measuring 1.60 (One Point Six Zero) Acres for a total consideration of Rs. Rs.1,00,000/-(Rupees One Lack) only the aforesaid land is fully described in the Schedule below.

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AND



THAT in pursuance of the said offer and acceptance and also in consideration of Rs.1,00,000/-(Rupees One Lac) only paid by the purchaser to the Vendors, the receipt hereof the Vendors do hereby acknowledge and grant full discharge to the purchaser from the payment thereof, the Vendors do hereby grant, assign, convey and transfer unto the purchaser the aforesaid land as fully described in the schedule below and also make over khas and peaceful possession thereof to the purchaser together with all rights, including all liabilities, privileges, easements, appendices, appurtenances whatsoever belonging to or in any manner appertaining thereto as absolute estate right, title and interest and unto and upon the land hereby conveyed, expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rents etc, to the superior Landlord, the State of West Bengal.

That the Vendors do hereby covenant with the purchaser that the purchaser may and shall at all times hereafter hold, possess and enjoy the said land as fully described in the schedule below and without any obstruction, interruption or disturbance by the Vendors or any person claiming through or under them.

AND

The Vendors do hereby covenant with the purchaser that the right, title and interest in the land as fully described in the schedule below and which the Vendors do hereby transfer subsists and the Vendors have good power and full authority to transfer the land hereby conveyed, expressed or intended so to be unto the Purchaser in the manner aforesaid.

THE VENDORS FURTHER DECLARED that they will from time to time and at all times hereafter at the request and cost of the purchaser, shall execute and do all acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may be required.

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IT IS FURTHER DECLARED that there exist no charge, mortgage, attachment or any other encumbrances whatsoever upon the said land hereby transferred, expressed or intended so to be or any part thereof at the time of the execution of this deed and in the event of discovery of any charge, mortgage or attachment or any other encumbrance whatsoever, the Vendors shall be liable to compensate the purchaser for the loss or injury that the purchaser may sustain in consequence thereof.

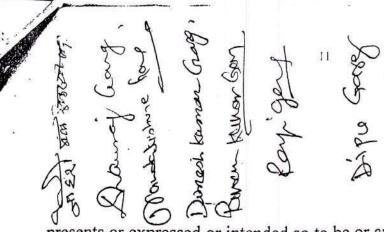
THE VENDORS FURTHER DECLARE that if for any defect in title or any act done or suffered to be done in any way with respect to the schedule land thereof the Vendors shall be liable to refund to the purchaser full or proportionate part of the consideration money as the case may be, together with interest at the rate of 12% percent per annum from the date of dispossession or deprivation and shall also be liable for adequate compensation for any loss or injury attending thereto or to be sustained by the purchaser.

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

THE VENDORS FURTHER DECLARE that the entire land forming subject matter of these presents are and were in the khas actual and physical possession of the Vendors at the date of these presents.

IT IS FURTHER DECLARED by the Vendors that the Vendors have not entered into any binding contract with any other person or persons whatsoever to sell or to transfer otherwise the land conveyed and transferred by these

for.



presents or expressed or intended so to be or any part thereof and there subsists no such charge, mortgage, contract of sale or transfer existing with respect to the said land or any part thereof at the date of the execution of these presents and if any of the recitals made by the Vendors, is proved to be false, the Vendors shall be liable to indemnify the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

SCHEDULE (Land hereby sold)

ALL that piece or parcel of Vacant land measuring 1.60(One Point Six Zero) Acres, appertaining to Plot No. 147, recorded in Khatian No. 9/4, R.S-51 & 127 and L.R-218, J. L No. 81, Touzi No.91, situated within Mouza-Gourcharan, Pargana-Patharghata, Police Station-Matigara, Additional District Sub-Registry Office Siliguri-II at Bagdogra, District-Darjeeling.

The said Land is Bounded and Butted as follows:-

North Nala

South Road

East Land of Santoshi Devi

West Land of Marie Gold Industries Pvt Ltd

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IN WITNESS WHEREOF THE VENDORS do hereunto set their hands at Siliguri on the day, Month and Year first above written.

The content of this document has been gone through and understood personally by the Vendors and the Purchaser.

WITNESSES:

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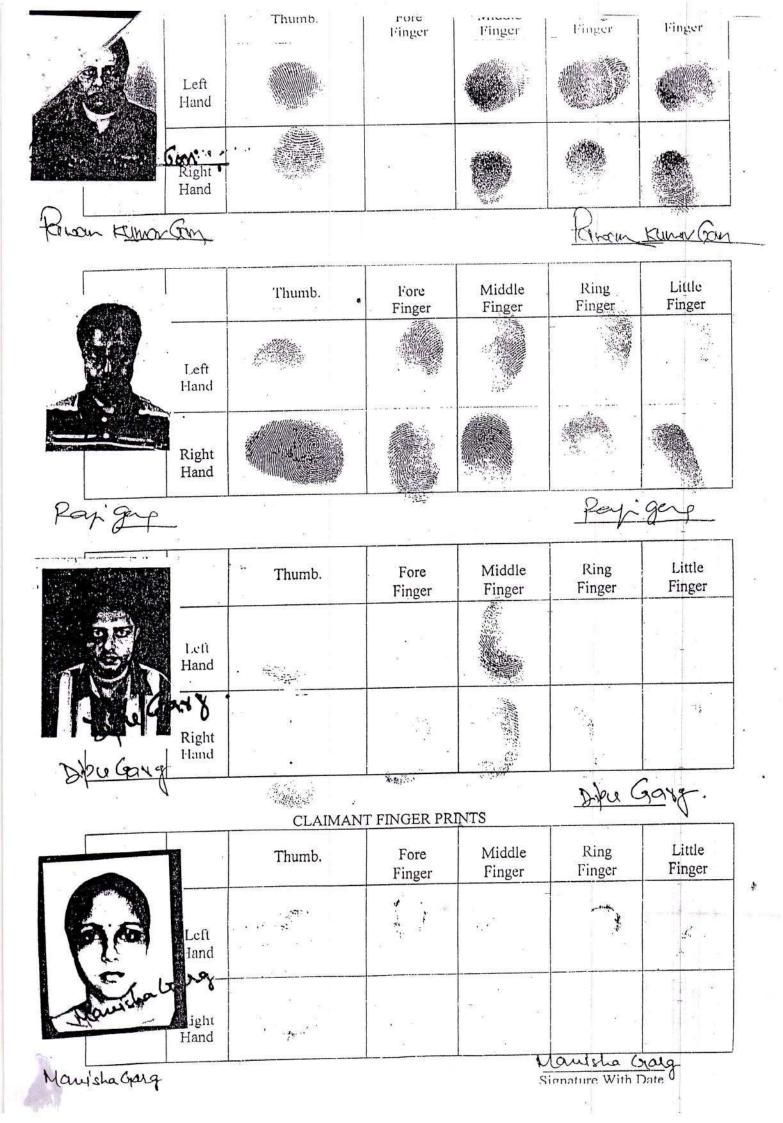
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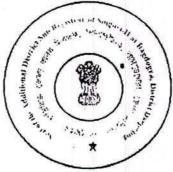
(Manoj Kumar Kedia) Advocate, Siliguri. Regn No. WB/94/1997

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 4046 to 4067 being No 01220 for the year 2008.



(Subhas Chandra Saokar) 31-March-2008 A.D.S.R. Siliguri-II at Bagdogra Office of the ADSR Siliguri-II at Bagdogra West Bengal