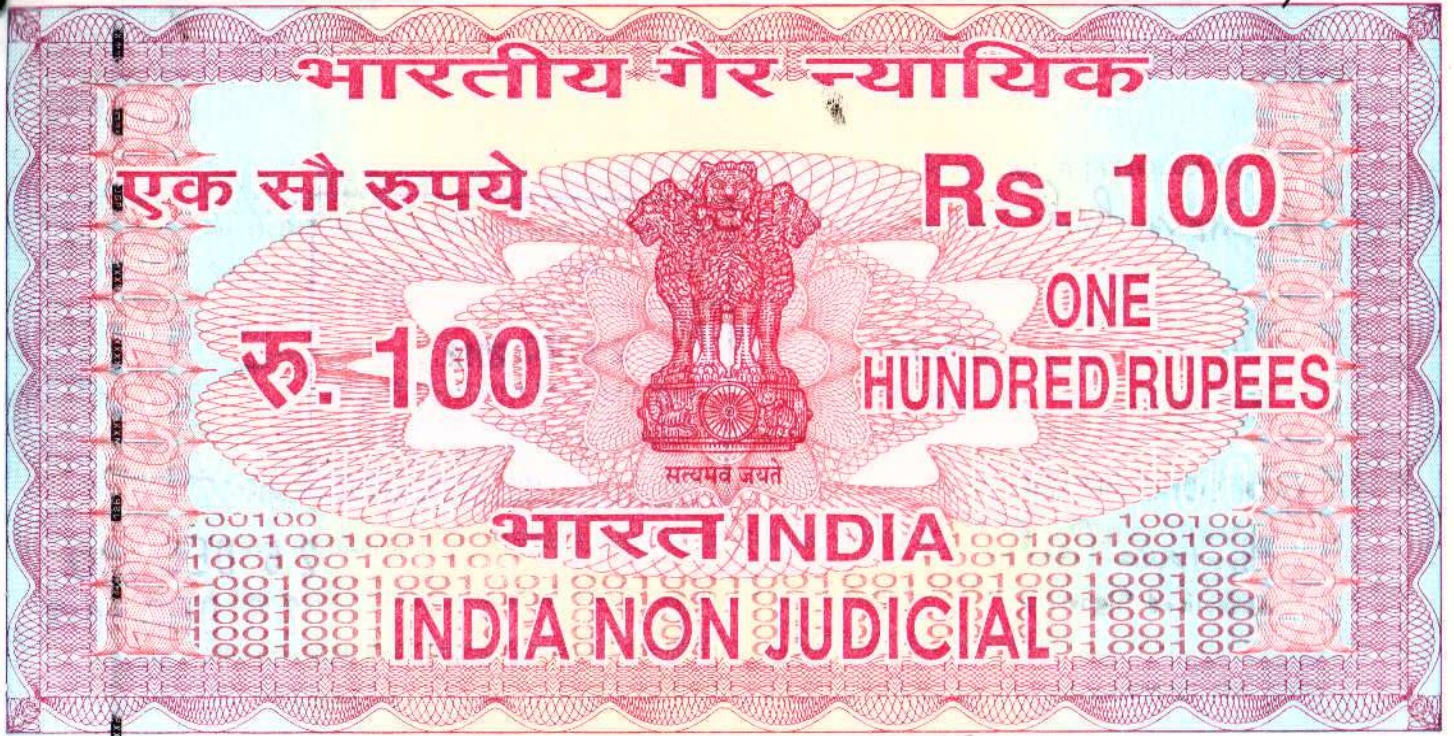


00108/2013

139/2013



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

1920/217 0000792701 N 243503

338/12
2-55
Additional Registrar of Assurance II,
Kolkata
02/1/13



Certified that the Document is admitted to Registration. The Signatures and endorsement sheets attached are the part of this Document.

Additional Registrar of Assurances-Ia, Kolkata

02/1/13

This Deed of Conveyance made on this 2nd day of January, Two Thousand and Thirteen,

Between

Tata Sons Limited, a Company incorporated under the provisions of the Companies Act, 1913 and deemed to be registered under the Indian Companies Act, 1956, having its registered office at Bombay House, 24, Homi Mody Street, Fort, Mumbai – 400001, Income Tax Permanent Account Number - AA ACT4060A, hereinafter referred to as the “Vendor” (which expression shall unless excluded by or repugnant to the subject or context, be deemed to include its successors-in-interest and permitted

AA

AA

0/2013

12/50
3/2/13

4/1/13

117665

Amitava Paul



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13

TATA SONS LIMITED

Amitava Paul
Authorised Signatory

NAME.....	FOX & Mandal, Adv
ADD.....	6. Church Lane
Rs.....	KOI-1
100/- 26 DEC 2012	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kolkata	

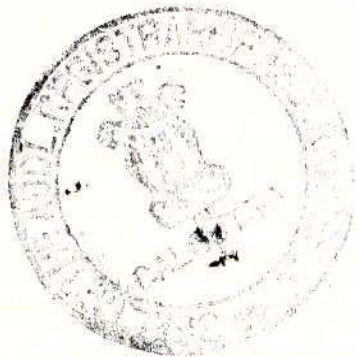
26 DEC 2012
26 DEC 2012



e - ~~2811~~
14

TATA HOUSING DEVELOPMENT CO. LTD.

Ajaypal
Authorised Signatory



Identified by me:

Ashish Sharma
Ashish Sharma
Advocate, Calcutta High Court

[Signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
- 2 JAN 2013

assigns), represented by its authorized signatory, Mr. Amitava Paul in pursuance of the Board Resolution dated 23rd November, 2012, of the **One Part**;

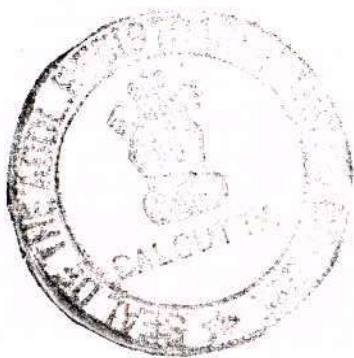
And

Tata Housing Development Company Limited, a Company incorporated under the provisions of the Indian Companies Act, 1913 and deemed to be registered under the Indian Companies Act, 1956, having its registered office at 12th Floor, Times Tower, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai 400013, Income Tax Permanent Account Number – AAAC0191Q, hereinafter referred to as the “**Purchaser**” (which expression shall unless excluded by or repugnant to the subject or context, be deemed to include its successors-in-interest and permitted assigns), represented by its authorized signatory, Mr. Amit Agarwal in pursuance of the Board Resolution dated 1st December, 2012, of the **Other Part**.

WHEREAS:

A. West Bengal Housing Infrastructure Development Corporation Limited, a Government of West Bengal company incorporated under the Indian Companies Act, 1956 and also the Planning Authority as appointed by the said Government vide Order No.1490-HI/HGN/NTP/1M-1/98 dated 14th September, 1999 in respect of the Planning Area declared under Notification No.1423/HI/HGN/NTP/1M-1/98 dated 27th August, 1999 (hereinafter referred to as “**WBHIDCO**”) was the owner of ALL THAT piece or parcel of land measuring about 52609 Square Metres (13 Acres) being Plot No. IIG/7, in Block – IIG within the limits of Action Area – II of New Town, Kolkata, District North 24 Parganas, West Bengal as described in the Schedule hereunder written (hereinafter referred to as the “**Said Land**”).

B. The Said Land was allotted by WBHIDCO to Tata Sons Limited (the Vendor herein) vide allotment letter dated 28th September, 2007 bearing No.



[Handwritten signature]
ADDITIONAL REGISTRAR
OF ASSURANCES-K, KOLKATA
- 2 JAN 2013

2526/HIDCO/ADMN-1012/2007 on freehold basis for construction of 'Residential' complex and on the other terms and conditions mentioned therein.

C. Pursuant to the said allotment letter, an Indenture of Sale dated 28th March, 2008 was executed between WBHIDCO, therein mentioned as the Vendor of the One Part and the Vendor herein, therein mentioned as the Purchaser of the Other Part and duly registered with the Office of the Additional District Sub-Registrar, Bidhannagar in Book – I, CD Volume No. 4, Pages from 14369 to 14382 being No. 04226 for the Year 2008 whereby the Said Land was sold, conveyed and transferred by WBHIDCO to the Vendor herein for the purpose of constructing buildings of 'Residential' use for the consideration and on the other terms and conditions mentioned therein.

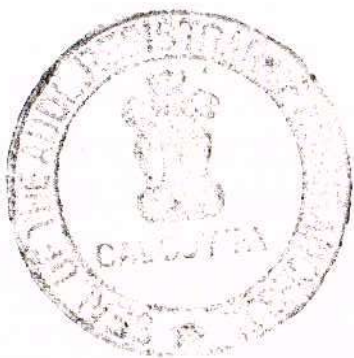
D. Pursuant to aforesaid Indenture of Sale, WBHIDCO vide Memorandum of Possession dated 3rd May, 2008 being No. MP-B / HIDCO / CE (EM) / 22B / 1182 also handed over possession of the Said Land to the Vendor herein.

E. By virtue of the said Indenture of Sale and the said Memorandum of Possession, the Vendor became the absolute owner of the Said Land and holds vacant and peaceful possession of the same.

F. The Vendor has declared and represented to the Purchaser that the Vendor's title to the Said Land is clear, marketable and free from all encumbrances, claims, demands mortgages, lien, lis pendens, attachments or any kind of charges, and further that the Said Land can be freely dealt with by the Vendor for the aforesaid purpose, without any restriction in its entirety and based on the strength and veracity of the said declaration and representations and believing the same to be true and correct, the Purchaser has agreed to purchase the Said Land.

G. The Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase the Said Land at a total consideration of Rs.158,00,00,000/- (Rupees One Hundred and Fifty Eight Crores only) on the terms and conditions hereinafter stated.





ADDITIONAL REGISTRAR
Office of the Registrar of Companies
- 2 JAN 2013

NOW THIS DEED OF CONVEYANCE WITNESSETH AS UNDER:

1. In pursuance of the said agreement and in consideration of the said total sum of Rs.158,00,00,000/- (Rupees One Hundred and Fifty Eight Crores only) out of which Rs.5,00,00,000/- (Rupees Five Crores only) is paid by the Purchaser to the Vendor on or before the execution of these presents (as per the details set out in the Memo of Consideration hereunder and the receipt whereof, the Vendor doth hereby admits and acknowledges) AND the balance consideration of Rs.153,00,00,000/- (Rupees One Hundred and Fifty Three Crores only) to be paid by the Purchaser to the Vendor at a later date as shall be mutually agreed between them, the Vendor doth hereby irrevocably sell, grant, convey, transfer, assign and assure unto the Purchaser ALL THAT piece or parcel of land measuring about 52609 Square Metres (13 Acres) be the same little more or less being Plot No. IIG/7 within the limits of Action Area – II of New Town, Kolkata, District North 24 Parganas, as described in the Schedule hereunder written (hereinafter referred to as the “Said Land”) and delineated in the map or plan hereto annexed and thereon bordered in ‘RED’ colour **TOGETHER WITH** all rights liberties easements privileges profits appendages and appurtenances whatsoever to the Said Land belonging or in any way appertaining to the same or any part thereof now or at any time heretofore held used occupied or enjoyed **AND** all the estate, right, title, interest, claim and demand whatsoever at law and in equity of the Vendor unto, out of or upon the Said Land hereditaments and premises or any part thereof **TO HAVE AND TO HOLD** the Said Land hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever, free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies (including thika tenancy), licences, occupancy rights, bargadars, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements, liabilities, attachment, trust, lispendens, suits, legal proceedings and litigation whatsoever.





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ADDITIONAL DEPT
OF AN...
- 2 JAN 2013

2. The Vendor doth hereby warrants and covenant with the Purchaser as follows:

- (a) Notwithstanding any act, deed, matter or thing whatsoever by the Vendor or its predecessors-in-title done or executed or knowingly suffered to the contrary the Vendor now has good right, full power and indefeasible and absolute authority to sell, grant, transfer, convey, assign and assure the Said Land in the manner aforesaid;
- (b) The Purchaser at all times, hereafter shall peaceably enter into, hold, enter upon, occupy, possess and enjoy the Said Land and every part thereof hereby granted, sold, conveyed, transferred, assigned and assured, together with all benefits and appurtenances thereto as the Vendor would have been entitled to and to receive the rents, easements and profits thereof, for its use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor;
- (c) The Vendor shall keep the Purchaser (at the costs and expenses of the Vendor) harmless and indemnified of from and against all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Purchaser and all person or persons having or lawfully or equitably claiming from under or in trust for the Vendor.
- (d) The Vendor and all person or persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the Said Land or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser, make, do and execute or cause to be made, done and executed all such further and other acts,





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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
- 2 JAN 2013

deeds, things and assurances whatsoever for further better and more perfectly assuring the Said Land and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

- (e) All rates, taxes, assessments, and other outgoings in respect of the Said Land upto the date of this Deed of Conveyance shall be paid by the Vendor. In the event any rates, taxes assessments, fees and other outgoings in respect of the Said Land becomes due and payable in future for the period, prior to the date of execution of these presents, then in such event the Purchaser may pay the same and shall be entitled to recover the amount so paid from the Vendor.

3. The Purchaser doth hereby warrants and covenant with the Vendor as follows:

- (a) The Purchaser shall use the Said Land for the purpose for which the same was allotted and transferred by WBHIDCO to the Vendor and as recorded under the said Indenture of Sale dated 28th March, 2008.
- (b) The Purchaser shall bear any and/or all rates, taxes, cesses, assessments, fees and other outgoings in respect of the Said Land on and from the date of execution of these presents.
- (c) The Purchaser shall bear and pay the Stamp Duty, Registration Fee & all other incidental charges payable/applicable on this Deed.

4. Simultaneously with the execution of this Deed, the Vendor has handed over the following original documents and papers relating to the Said Land to the Purchaser:

- (a) Allotment letter dated September 28, 2007 bearing No. 2526/HIDCO/ADMN-1012/2007;



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ADP
OF ASSURANCES - 1, KOLKATA
- 2 JAN 2013

- (b) Indenture of Sale dated 28th March, 2008 registered with the ADSR, Bidhannagar, Salt Lake City, Kolkata being Deed No. 04226 recorded in Book – I, CD Volume No. 4, pages from 14369 to 14382 for the year 2008; and
- (c) Memorandum of Possession, dated 3rd May, 2008 being No. MP-B / HIDCO / CE (EM) / 22B / 1182

**Schedule Above Referred To
(Said Land)**

ALL THAT piece and parcel of land measuring about 52609 Square Metres (13 acres) be the same or little more or less being Plot No. IIG/7 on 40 Metres wide Road (presently unpaved / Kutcha Road) in Block - IIG in Action Area II situated in New Town, Kolkata, P.S. New Town (formerly Rajarhat), District North 24 Parganas, presently in the Panchayat area and delineated in the map or plan hereto annexed and thereon bordered in 'RED' colour and butted and bounded as follows:

- On the North : 40 Metres wide Road and 20 Metres wide Road
(presently unpaved / Kutcha Road);
- On the South : 33 KV E.S.S., Plot No. IIG/6 and plots with green;
- On the East : 20 Metres wide Road (presently unpaved /Kutcha Road)
and plots with green;
- On the West : Plot No. IIG/6, 33 KV E.S.S. and 40 Metres wide Road
(presently unpaved /Kutcha Road)



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ADDITIONAL REGISTRAR
OF ASSURANCES-K, KOLKATA
- 2 JAN 2013

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by the within named Vendor, Tata Sons Limited through its authorized signatory, Mr. Amitava Paul in pursuance of the Board Resolution dated 23rd November, 2012.

TATA SONS LIMITED
Amitava Paul
Authorised Signatory

SIGNED by the within named Purchaser, Tata Housing Development Company Limited through its authorized signatory, Mr. Amit Agarwal in pursuance of the Board Resolution dated 1st December, 2012.

TATA HOUSING DEVELOPMENT CO. LTD.
Amit Agarwal
Authorised Signatory

Both in the presence of the following witnesses:

1. *Ashish Sharma*
C/o Fox & Mandal
6, Church Lane
KOL-1.
2. *Sudarsana Das*
C/o Fox & Mandal
6, Church Lane
Kolkata-1

for Prepared at our office
Fox & Mandal, Solicitors & Advocates
6, Church Lane, Kolkata - 700001

Ashish Sharma
Advocate, Calcutta High Court



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ADDITIONAL REGISTRAR
OF ASSISTANCES, MUMBAI
- 2 JAN 2013

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED on the day month and year first hereinabove written of and from the Purchaser the withinnamed sum of Rs.5,00,00,000/- (Rupees Five Crores Only) by Cheque bearing No.128677dated 31/12/2012 drawn on IDBI Bank, Nariman Point Branch, Mumbai being the part consideration in accordance with the terms of this Deed of Conveyance.

WE SAY RECEIVED

For and on behalf of Tata Sons Limited

Amitava Paul

Mr. Amitava Paul, Authorised Signatory

In presence of the following witnesses:

1. Ashish Sharma

2. Sudarsana Daw

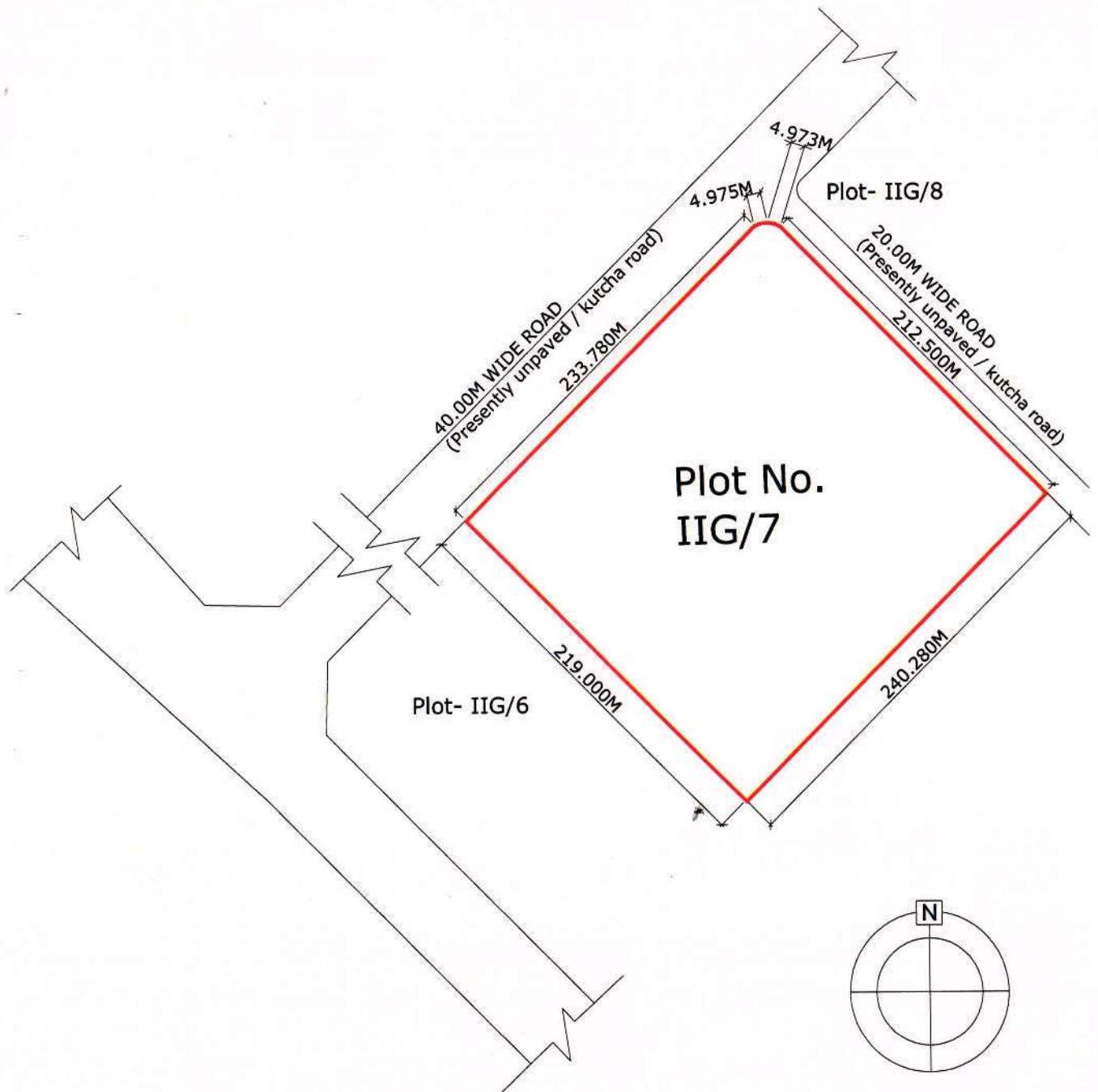


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ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
- 2 JAN 2013

SITE PLAN OF PLOT No. IIG/7, ACTION AREA- II, NEWTOWN, KOLKATA

AREA: 13Acre (52,608.989 Sqm)



FOR TATA SONS LTD.

Amitara Paul
(Authorized Signatory)

FOR TATA HOUSING DEVELOPMENT CO. LTD.

Agarwal
(Authorized Signatory)



★
ADDITIONAL MEMBER
OF ASSURANCES IN KOLKATA
2 JAN 2013

SPECIMEN FORM TEN FINGER PRINTS



Amit

Amitara Paul

Signature of the Executants and/or Presentants	L E F T	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>Amitara Paul</i>	R I G H T	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



A. Jaiswal

Signature of the Executants and/or Presentants	L E F T	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>A. Jaiswal</i>	R I G H T	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



ADDL REGISTRAR
OF ASSURANCE, KOLKATA
- 2 JAN 2013



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

Endorsement For Deed Number : I - 00139 of 2013
(Serial No. 00108 of 2013)

On 02/01/2013

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

Presented for registration at 15.55 hrs on :02/01/2013, at the Private residence by Mr Amitava Paul ,Executant.

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

Execution is admitted on 02/01/2013 by

1. Mr Amitava Paul
Authorised Signatory, Tata Sons Limited, Bombay House,- 24, Homi Mody Street, Fort, Mumbai, P.O. :- ,District:-Mumbai, MAHARASHTRA, India, Pin :-400001.
, By Profession : Service
2. Mr Amit Agarwal
Authorised Signatory, Tata Housing Development Company Ltd, 12th Floor, Times Tower, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (W), P.O. :- ,District:-Mumbai, MAHARASHTRA, India, Pin :-400013.
, By Profession : Service
Identified By Ashish Sharma, son of - , High Court Cal, P.O. :- ,District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II

On 04/01/2013

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.

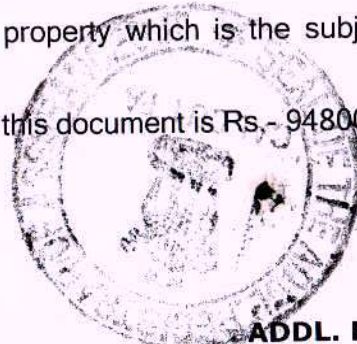
**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**

Registration Fees Rs. 1,73,80,087/- paid online on 02/01/2013 10:59AM with Govt. Ref. No. 192012130000792701 on 02/01/2013 10:59AM, Bank: HDFC Bank, Bank Ref. No. 60690804 on 02/01/2013 10:59AM, Head of Account: 0030-03-104-001-16, Query No:1902L000033873/2012

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.-158,00,00,000/-

Certified that the required stamp duty of this document is Rs.- 94800020/- and the Stamp duty paid as: Impresive Rs.- 100/-



(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



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

Endorsement For Deed Number : I - 00139 of 2013
(Serial No. 00108 of 2013)

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 9,48,00,020/- paid online on 02/01/2013 10:59AM with Govt. Ref. No. 192012130000792701 on 02/01/2013 10:59AM, Bank: HDFC Bank, Bank Ref. No. 60690804 on 02/01/2013 10:59AM, Head of Account: 0030-02-103-003-02, Query No:1902L000033873/2012

(Dulal chandra Saha)
ADDL. REGISTRAR OF ASSURANCES-II



(Dulal chandraSaha)
ADDL. REGISTRAR OF ASSURANCES-II

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
eChallan

GRN: 19-201213-000079270-1

Payment Mode Online Payment

GRN Date: 02/01/2013 10:59:19

Bank : HDFC Bank

BRN : 60690804

BRN Date: 02/01/2013 10:59:37

DEPOSITOR'S DETAILS

Id No. : 1902L000033873/1/2012

[Query No./Query Year]

Name : TATA HOUSING DEVELOPMENT COMPANY
Contact No. : LTD 02266614449 Mobile No. : +91 9820141998
E-mail : amhruzuk@tatahousing.com
Address : 12 FLR, TIMES TOWER, KAMALA MILL, LOWER PAREL, MUM-13
Applicant Name : Fox And Mandal
Office Name : A. R. A. - II KOLKATA, Kolkata
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1902L000033873/1/2012	Property Registration- Stamp duty	0030-02-103-003-02	94800020
2	1902L000033873/1/2012	Property Registration- Registration Fees	0030-03-104-001-16	17380087

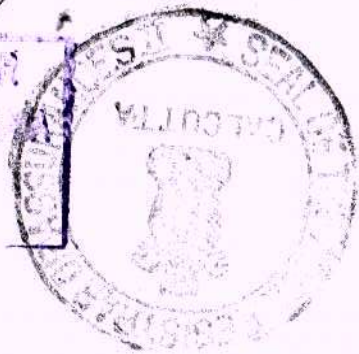
Total

112180107

In Words : Rupees Eleven Crore Twenty One Lakh Eighty Thousand One Hundred Seven only

2

ADDITIONAL NEWS
OF ASSAM
= 2 JAN 2013



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 1281 to 1296
being No 00139 for the year 2013.



(Dulal chandra Saha) 05-January-2013
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

DATED THIS 2ND DAY OF JANUARY, 2013

Between

Tata Sons Limited

...

Vendor.

And

**Tata Housing Development Company
Limited**

...

Purchaser.

Deed of Conveyance

Fox & Mandal
Advocates
6 Church Lane
Kolkata-700 001.