

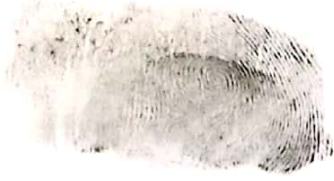
163192

R. GINODIA & CO. Advocates
 41 & 43, Hastings Chambers,
 76, Kanchankar Roy Road,
 Kolkata-700001

NAME: SUKANDAR MUKHERJEE
 22 FEB 2007
 Licensed Stamp Vendor
 C. C. Court
 3, K. S. Roy Road, Kol-1

[Signature]

/ Mahesh Kr. Kalra



1.16 P.m
 Presented For Registration
 at Kolkata Registration Office
 on 22 Feb 2007
 days of Feb 2007
 Keeshan Kumar Kalra
 ADDITIONAL REGISTRAR OF
 ASSURANCES-KOLKATA
[Signature]

/ Mahesh Kr. Kalra



Keeshan Kumar Kalra
 Sr. & S. Ch. Kalra
 2) Pushpa Kalra &
 Smt. K. Kalra both
 At. 8, B. Balie 1st
 Pooja Lane Dhaka
 711011

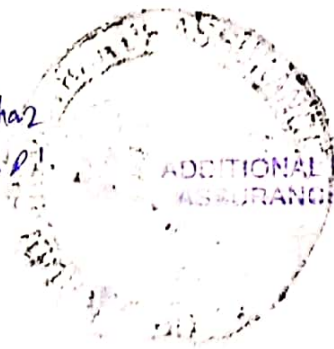
/ Pushpa Kalra

[Signature]

Prasanta Dhar
 P. S. Dhar
 P. S. Dhar
 10/31,
[Signature]

Identified
 by *[Signature]*

Prasanta Dhar
 S/o Late Bipin Chandra Dhar
 5, Sarat Ghosh Garden
 Kol-31
 Business



[Signature]

their respective heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART AND (1) NARULA INFRASTRUCTURE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 20 B.T. Road , Kolkata 700 002 represented by its Director Haranjit Singh, son of Jodh Singh residing at Flat 1B, Indraprastha Apartment, 46A Chakraberia Road (N), Kolkata - 700 020 **AND (2) NORTHERN CARGO SERVICE** a partnership firm represented by its partner Haranjit Singh son of Jodh Singh residing at Flat 1B, Indraprastha Apartment, 46A Chakraberia Road (N), Kolkata - 700 020 hereinafter jointly referred to as 'the **PURCHASERS**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the said Company, its successor(s) in interest and/or assigns and in respect of the said partnership firm, its partners from time to time and their respective heirs, executors, successors, administrators, legal representatives and assigns) of the **OTHER PART**

WHEREAS :

- I. The Vendors have represented to the Purchasers as follows:
 - A.1 The first named Vendor herein is the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land with structures measuring about 6 Cottahs being Premises no. 513, Baishnabhata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria, J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and more fully described in **Part I** of the **Schedule** hereunder written and hereinafter referred to as "**the said First Land**" free from all encumbrances charges liens claims

demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever.

- A.2 The first named Vendor herein had purchased the said First Land from Bhagirath Udyog by and under an Indenture dated 5th August, 1994 registered with the Addl. District Sub-Registrar, Alipore, South 24-Parganas in Book no. I, Volume no. 76, pages 29 to 42, Being no. 2578 for the year 1994.
- A.3 The second named Vendor herein is the lawful absolute owner and fully seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land with structures measuring about 6 Cottahs being Premises no. 560, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria, J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and more fully described in **Part II** of the **Schedule** hereunder written and hereinafter referred to as "**the said Second Land**" free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever.
- A.4 The second named Vendor herein had purchased the said Second Land from Bhagirath Udyog by and under an Indenture dated 5th August, 1994 registered with the Addl. District Sub-Registrar, Alipore, South 24-Parganas in Book no. I, Volume no. 76, pages 1 to 14, Being no. 2576 for the year 1994.

- A.5 The said First Land and the said Second Land are hereinafter collectively referred to as “**the said property**”. The said property contains land together measuring about 12 Cottahs.
- A.6 The said property is duly mutated in the records of the Kolkata Municipal Corporation in the names of the Vendors. There is no subsisting restriction on transfer or any subsisting order, proceeding, declaration or notice affecting the said property and no part of the same has been vested, acquired, requisitioned and/or affected either by the KMDA, the Railway Authorities, the Metro Railway Authorities, the Land Acquisition Department and/or any other body or authority.
- A.7 No person other than the Vendors have any right title or interest whatsoever in the said property or any part thereof and the said property is free from all incumbrances and liabilities whatsoever. The Vendors have been and are in actual peaceful khas possession of the said property and every portion thereof absolutely and have been personally enjoying and using the same without any interruption whatsoever.
- A.8 The Vendors have not entered into any agreement or arrangement, written or oral, of any nature whatsoever with anyone (other than the Purchasers) for sale and/or for otherwise dealing with, relating to and/or concerning the said property. Neither any mortgage, charge or lien has been created nor any agreement/MOU has been entered into in respect of the said property. The Vendors are legally entitled to sell the said property and there is no legal or other bar or restriction in this regard.

- A.9 The said property or any part thereof is not affected by any Bargadar, Bhagchasi occupancy or any other rights and no Bargadar or Bhagchasi is recorded in the relevant records in respect of the said property or any part thereof.
- A.10 The Vendors and/or their predecessors-in-title have not in any way dealt with the said property or any part thereof whereby the right, title and interest of the Vendors and/or their predecessors-in-title as to the ownership, use, enjoyment and sale of the said property or any part thereof is or may be affected in any manner whatsoever. The Vendors and/or their predecessors-in-title have not used the said property or any part thereof for any purpose other than that for which the same was meant and have not committed default of and/or contravened any provision of law applicable to the said property or any part thereof.
- A.11 There is no legal or other proceeding or any injunction or other order of any Court (Civil or Criminal) against the Vendors or any of them affecting, relating to or concerning the said property or any part or portion thereof in any manner whatsoever.
- A.12 The predecessors-in-title of the Vendors' were and the Vendors are entitled to lawfully retain, own and transfer the said property under the relevant laws governing the same.
- A.13 All original documents of title relating to the said property and every part and portion thereof have been in the physical custody of the Vendors and none of the same have been deposited or kept with and/or made over to anyone.

A.14 The Vendor does not belong to any Scheduled Tribe and has a good and marketable title to the said property, free from all encumbrances and liabilities whatsoever.

A.15 The Vendors have a good and marketable title to the said property, free from all encumbrances and liabilities whatsoever

II. The Vendors have agreed to sell to the Purchasers and the Purchasers, relying on the aforesaid representations and assurances of the Vendors and believing the same to be true and correct and acting on the faith thereof, have agreed to purchase the said property free from all encumbrances and liabilities whatsoever as aforesaid at and for a total consideration of Rs. 30,00,000/- (Rupees Thirty Lacs only). The Purchasers have at or before the execution hereof already paid to the Vendors the aforesaid total consideration of Rs. 30,00,000/- and the Vendors have already put the Purchasers in vacant, peaceful and khas physical possession of the said property in its entirety.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the said sum of Rs. 30,00,000/- (Rupees Thirty Lacs only) paid to and received by the Vendors at or before the execution of these presents, being the total consideration money for the transfer of the said property as aforesaid (the receipt whereof the Vendors do hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof do hereby for ever acquit release and discharge the Purchasers as well as the said property hereby transferred and conveyed) the Vendors do hereby indefeasibly grant sell transfer convey assign and assure unto the Purchasers absolutely and forever free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts prohibitions restrictions executions acquisitions requisitions attachments vesting easements liabilities and lis pendens whatsoever All That the pieces and parcels of land

together measuring 12 Cottahs with structures thereon comprising of (a) the piece and parcel of land with structures measuring about 6 Cottahs being Premises no. 513, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria , J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and more fully described in **Part I** of the **Schedule** hereunder written and hereinafter referred to as “**the said First Land**” owned by the first named Vendor herein and (b) the piece and parcel of land with structures measuring about 6 Cottahs being Premises no. 560, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chawk Garia, J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and more fully described in **Part II** of the **Schedule** hereunder written and hereinafter referred to as “**the said Second Land**” owned by the second named Vendor herein , the said First Land and the said Second Land are hereinafter collectively referred to as “**the said property**” **OR HOWSOEVER OTHERWISE** the said property or any part of portion thereof now is or are or at any time or times heretofore was or were situated butted and bounded called known numbered described or distinguished **Together With** all benefits and advantages of ancient and other lights all yards courtyards areas common paths and passages sewers drains ways water courses ditches fences paths and all manner of former and other rights liberties easements privileges walls fences advantages appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appurtenant to or with the same or any part thereof now are or is or at any time or times heretofore were held used occupied appurtenant or enjoyed therewith or reputed to belong or to appertain thereto **AND** the reversion or reversions remainder or remainders and the rents issues and profits of the said property and of any and every part thereof **AND** all the legal incidences thereof **AND** all the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and in equity of the Vendors in to and upon and in respect of the said property or any and every part thereof herein

comprised and hereby granted and transferred **TOGETHER WITH** all deeds pattahs muniments and evidences of title which in anywise exclusively relate to or concern the said property or any part or parcel thereof which now are or hereafter shall or may be in the custody power possession or control of the Vendors or any person or persons from whom the Vendors can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** the said property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchasers absolutely and for ever free from all encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever **AND** the Vendors do hereby covenant with the Purchasers that the Vendors are the absolute and lawful owners of and well and sufficiently seized and possessed of and entitled to the said property and every part thereof free from all encumbrances and liabilities of whatsoever nature **AND** the Vendors do hereby covenant with the Purchasers that neither the Vendors nor any of their predecessors-in-title have at any time heretofore done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby or by reason whereof the said property hereby granted sold conveyed transferred assigned and assured or expressed or so intended to be was or is encumbered in title estate or otherwise or by reason whereof the Vendors may or can be prevented from granting selling conveying assigning and assuring the said property or any part thereof in the manner aforesaid unto the Purchasers **AND THAT NOTWITHSTANDING** any act deed or thing by the Vendors and/or any of their predecessors-in-title done executed or knowingly suffered to the contrary the Vendors at the time of execution of these presents are the absolute and lawful owners of and/or otherwise well and sufficiently seised and possessed of and entitled to the said property hereby granted sold conveyed transferred assigned and assured or expressed so to be and every part thereof for a

perfect and indefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same **AND THAT NOTWITHSTANDING** any such act deed or thing whatsoever as aforesaid the Vendors have now in themselves good right and full and absolute power to grant sell convey transfer and assure the said property hereby granted sold conveyed transferred and assured or expressed so to be unto and to the use of the Purchasers in the manner aforesaid **AND** that the Purchasers shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and receive and take the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for the Vendors or from under or in trust for any of their predecessors in title or any of them **AND THAT** the Purchasers shall be free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all and all manner of former or other estates encumbrances charges liens claims demands mortgages leases tenancies licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever suffered or made or created in respect of the said property by the Vendors and/or their predecessors in title or any of them or by any person or persons lawfully and equitably claiming from under or in trust for the Vendors or their predecessors in title or any of them as aforesaid or otherwise **AND THAT** all rates taxes all other impositions and/or outgoings payable in respect of the said property have been paid in full upto the date of these presents **AND THAT** the Vendors do not hold any excess land under the West Bengal Land Reforms Act, 1955 and/or under the Urban Land (Ceiling and Regulation) Act, 1976 and the said property or any part thereof has not been affected or vested under the said Acts or otherwise **AND THAT** the said property or any part thereof is not affected by any notice or order of attachment

including under any certificate case or proceedings started under the Public Demands Recovery Act or any other law at the instance of the Income Tax, Wealth Tax, Gift Tax or Estate Duty Authorities or any other Government Authority or Department or otherwise whatsoever **AND THAT** there is no certificate case or proceeding instituted or pending against the Vendors and/or concerning the said property in any manner whatsoever for realisation of the arrears of Income-tax or other taxes or dues or otherwise under the Public Demands Recovery Act or under the Income Tax Act, 1961 or any other Act for the time being in force **AND THAT** the said property is not affected by any notice or scheme of the Land Acquisition Collector, any Development or Planning Authority or the Government or any other public body or authority **AND THAT** no declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act or any other acts for the time being in force and that the said property or any part thereof is not affected by any Notice or Scheme for acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or Enactments whatsoever **AND THAT** no notice has been served on the Vendors and/or their predecessors in title or any of them for the acquisition of the said property or any part thereof under Land Acquisition Act, 1894 or under any other law or Acts and/or rules made or framed thereunder and the Vendors have no knowledge of issue of any such notice or notices under the above Acts and/or Rules for the time being in force affecting the said property or any part thereof **AND THAT** no suit and/or proceeding are or is pending in any Court of law affecting the said property and/or any part thereof nor the same has been lying attached under any writ of attachment of any Court or Revenue Authority **AND** the Vendors covenant with the Purchasers that they and all persons having or lawfully or equitably claiming any right title interest or estate whatsoever in the said property or any part thereof from through under or in trust for them shall and will from time to time and at all times hereafter at the request of the Purchasers make do acknowledge and execute at the costs of the Vendors all such acts deeds matters and things whatsoever for further better and more

perfectly and effectually granting and assuring the said property and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

Part I

ALL THAT the piece and parcel of land with structures (tile shed measuring about 240 square feet) measuring about 6 Cottahs being Premises no. 513, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria, J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and delineated in **GREEN** borders in the map or plan annexed hereto and butted and bounded as follows:

On the North by:	Railway Land
On the East by:	land in RS Dag No. 13 (P)
On the West by:	land in RS Dag No. 13 (P)
On the South by:	Road

Part II

ALL THAT the piece and parcel of land with structures (tile shed measuring about 210 square feet) measuring about 6 Cottahs being Premises no. 560, Baishnabghata Patuli, Kolkata in Dag No. 13 under R. S. Khatian no. 106 in Mouza Chakgaria , J.L. No. 26, Police Station Jadavpur, under Ward 101 of Kolkata Municipal Corporation, District 24 Parganas (South) and delineated in **GREEN** borders in the map or plan annexed hereto and butted and bounded as follows:

On the North by:	Railway Land
On the East by:	land in RS Dag No. 13 (P)
On the West by:	land in RS Dag No. 13 (P)
On the South by:	Road

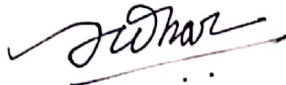
OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

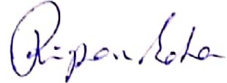
IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands on the day month and year first above written.

SIGNED AND DELIVERED by the

Vendors abovenamed at Kolkata in the

presence of:





Mahesh Kr. Kalma.

Pushpa Kabra

RECEIVED of and from the within-named Purchasers the within mentioned sum of Rupees Thirty Lacs only being the consideration money in full payable to the Vendors under these presents as per the following -

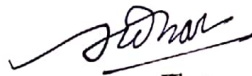
MEMO OF CONSIDERATION

By Cheque No. 600024 dated 22.02.2007 drawn on Corporation Bank, Wachel Molla Mansion, 8, Lenin Sarani, Dharamtolla Street, Kolkata – 700 013 issued by Narula Infrastructure Pvt. Ltd. in favour of Mahesh Kumar Kabra. Rs 15,00,000.00

By Cheque No. 625315 dated 22.02.2007 drawn on Corporation Bank, Wachel Molla Mansion, 8, Lenin Sarani, Dharamtolla Street, Kolkata – 700 013 issued by Northern Cargo Service in favour of Pushpa Kabra Rs. 15,00,000.00
Rs. 30,00,000.00

(Rupees Thirty Lacs Only)

Witnesses:



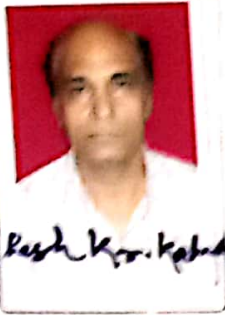
1. Prashanta Dhar
of 5, Sarat Ghosh Garden Road,
P. S. Kasba,
Kolkata – 700 031



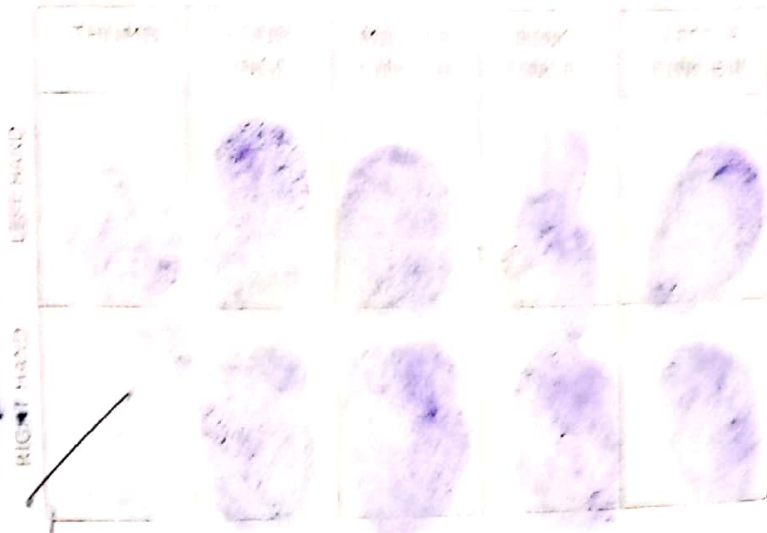
2. Ripon Saha
D/16, Rabindra Pally
P.O. Baghajatin, Kolkata 700 086

Mahesh Kr. Kabra.
Pushpa Kabra

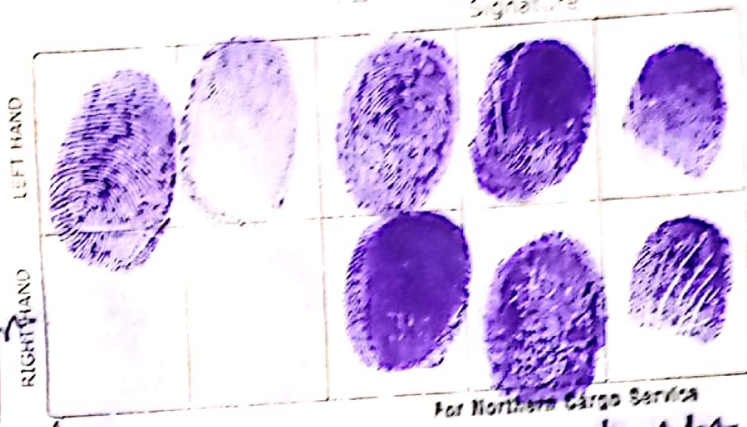
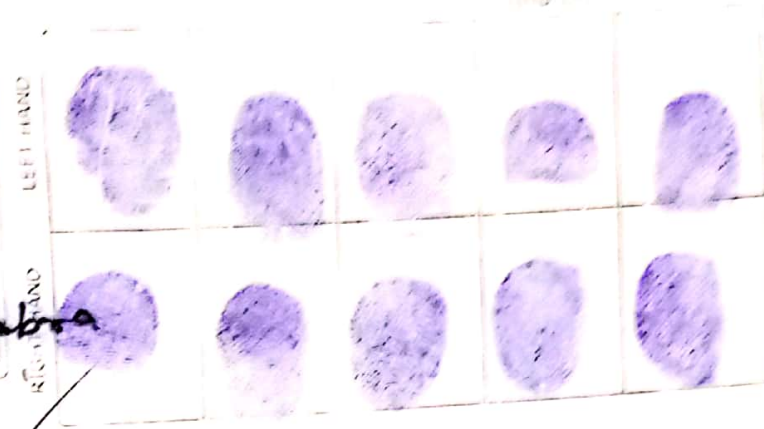
COLOURED
PASSPORT SIZE
PHOTOGRAPH



Mr. Rosh K. K. K.

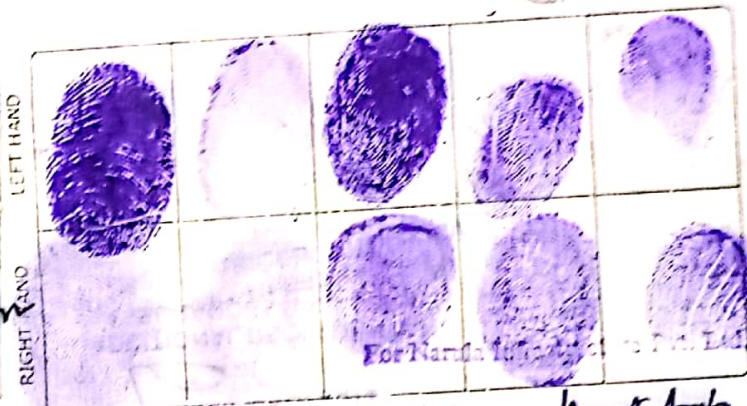


Ashpa K.



For Northern Cargo Service

Signature: [Handwritten Signature]



For Northern Cargo Service

Signature: [Handwritten Signature]
Director.

THE PLAN OF R. S. DAG NO. 13(P), MOUZA - CHAKGARIA,

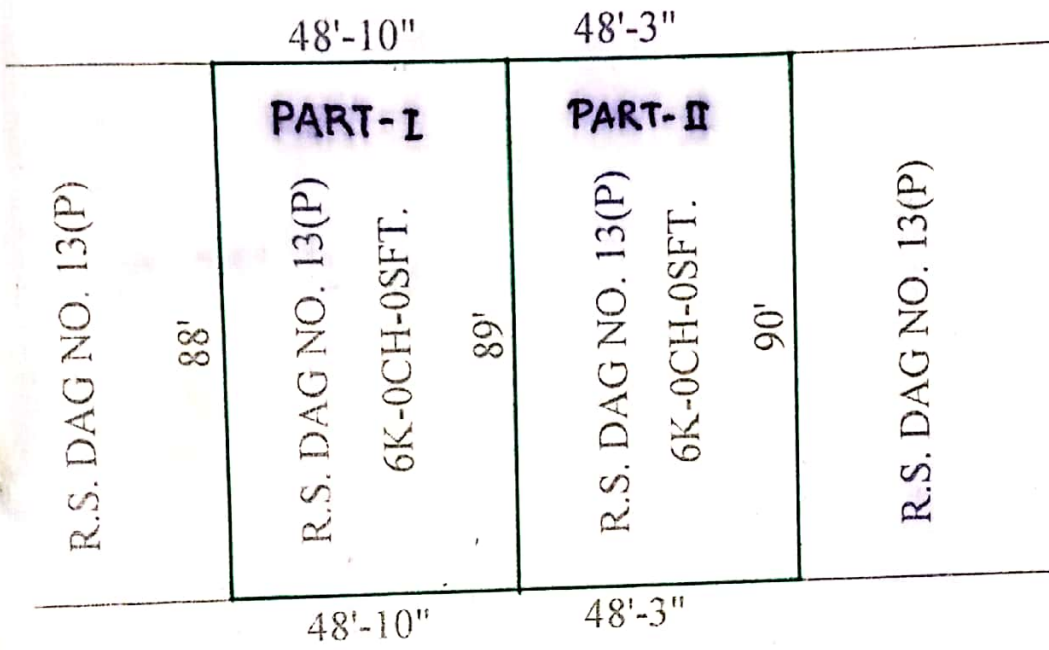
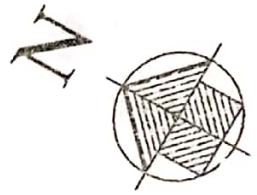
L. NO. 26, P.S - JADAVPUR, DISTRICT- 24 PGS (S)

AREA SHOWN IN GREEN BORDER

VENDOR - MAHESH KUMAR KABRA & PUSHPA KABRA

VENDEE - NARULA INFRASTRUCTURE PVT. LTD. AND
NORTHERN CARGO SERVICE

RAILWAY LAND



ROAD

Mahesh kr. Kalna.

Pushpa Kabra

SIGN. OF VENDOR

DATED THIS 23rd DAY OF FEBRUARY 2007

Registered in
BOOK NO. I
VOLUME NO. I
PAGE NO. 17
SERIAL NO. 12666
YEAR 2007

BETWEEN

MAHESH KUMAR KABRA & ANR.

... Vendors

AND

NARULA INFRASTRUCTURE (P) LTD. & ANR.

... Purchasers



ADDITIONAL REGISTRAR OF ASSURANCES
KOLKATA
8.5.08

DEED OF CONVEYANCE



ADDITIONAL REGISTRAR OF ASSURANCES
KOLKATA
8.5.08

Sealed
8.5.08

R. Ginodia & Co.

Advocates

7C, Kiran Shankar Roy Road

Kolkata.