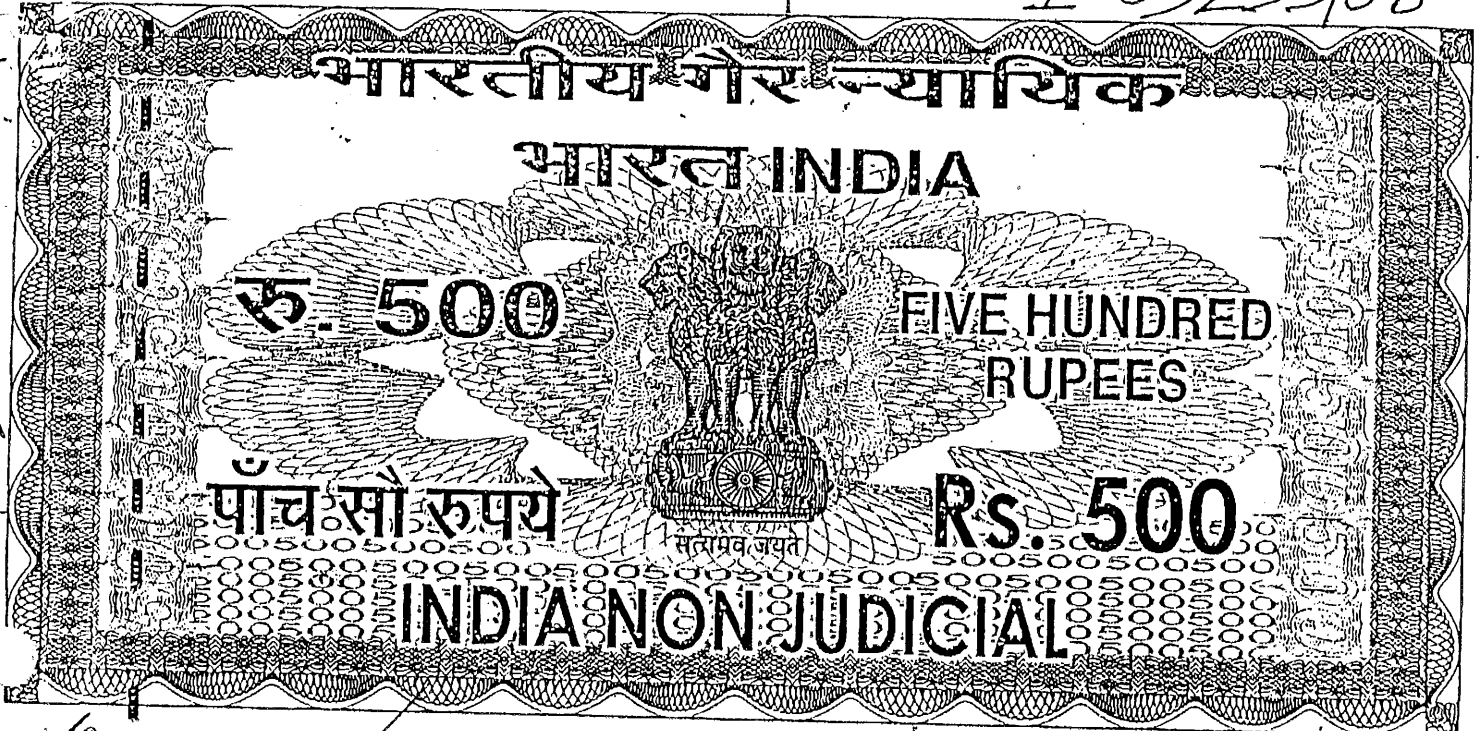


SL-03426

I-03233/08



पश्चिम बंगाल WEST BENGAL  
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 + 500/-  
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 which are parts of document are  
 attached with the stamp

*[Signature]*

एम्बोसिंग प्रिंटिंग मशीन

160508

A 213935  
 500.00  
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 500.00  
 6205250.00

THIS INDENTURE OF SALE DEED made on the 16<sup>th</sup>  
 day of May, 2008 between NATIONAL TEXTILE CORPORATION  
LIMITED, a company incorporated under the Companies Act, 1956  
 having its Registered Office at premises No. 7, Jawahar Lal Nehru  
 Road, Kolkata - 700 013 hereinafter referred to as the "VENDOR"  
 (which expression shall unless excluded by, or repugnant to the  
 PAN NO. AABEN 7100

subject or context be deemed to mean and include its successor or successors in interest and assigns) of the ONE PART;

AND

METRO HEIGHTS PRIVATE LIMITED a company incorporated under the Companies Act, 1956 and having its Registered office at No. 2, N. C. Datta Sarani (previously known as Clive Ghat Street), Kolkata - 700001, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors - in - interest and assigns) of the OTHER PART.

PAN No, AAFEM-1863P.

**WHEREAS** National Textile Corporation Limited, the vendor abovenamed, had by means of nationalization under the Sick Textiles Undertaking (Nationalization Act), 1974 had acquired the custody and ownership of the mill estate which was commonly known as **Luxmi Narayan Cotton Mills at Rishra, Dist. Hooghly, West Bengal** which included the land being All that piece and parcel of Bastu land containing an area of **12.305 Acres** (more or less) situated at and being municipal Premises No. **17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, under Rishra Municipality** comprised in L. R. Dag No. **9534 (Part)** corresponding to R. S. Dag Nos. 2555, 2562, 2566, 2582, 2587,

2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986 as informally provided by the office of BLRO, P.S. Rishra, Mouza Rishra, J. L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal. The aforesaid land is more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said land) became transferred to and/or vested in the Central Government on and from 01.04.1974;

**AND WHEREAS** the Central Government had transferred the custody and ownership of the said mill and the said land to the Vendor herein by virtue of the provisions of the said Act.

**AND WHEREAS** the Vendor thus became seized and possessed of and / or otherwise well and sufficiently entitled to all that the said land free from all encumbrances;

**AND WHEREAS** the said land has been duly mutated in the name of the Vendor with the Rishra Municipality and having municipal premises No. 17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, P.S. Rishra, Mouza Rishra, J. L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal;

**AND WHEREAS** The Board for Industrial & Financial Reconstruction (BIFR) has sanctioned the rehabilitation scheme of the Vendor by its order dated 15.02.2002 and approved the sale of its assets including the surplus land;

**AND WHEREAS** the Vendor has in order to dispose of the said land floated a tender notice dated 21.06.2007 for sale of the said land on "as is where is basis and as is what is basis";

**AND WHEREAS** pursuant to the said tender notice the Purchaser had submitted its bid on the 21.07.2007 for a sum of Rs. 8,75,00,000/- (Rupees Eight Crores and Seventy Five Lacs only);

**AND WHEREAS** the said bid was ultimately accepted by the Vendor and thereupon the Purchaser has paid to the Vendor a sum of Rs. 2,18,75,000/- (Rupees Two crores eighteen lacs seventy five thousand only) as 1<sup>st</sup> installment;

**AND WHEREAS** the Purchaser has also paid the balance consideration of Rs. 6,56,25,000/- (Rupees Six Crores Fifty Six Lacs Twenty Five Thousand only) to the Vendor. Thus the total consideration of Rs. 8,75,00,000/- was duly paid by the Purchaser to the Vendor;

**AND WHEREAS** since there was a delay in payment of the said balance consideration, the Purchaser became liable to pay delayed payment charges up to date of payment i.e. up to 14.12.2007 being a sum of Rs. 14,73,426/- (Rupees Fourteen lacs seventy three thousand four hundred and twenty six only) and has prior to the execution of these presents duly paid the said charges vide Cheque No - 211387 dated 18<sup>th</sup> December, 2007 drawn on Indian Bank, Sarat Bose Road Branch, Kolkata and the sale consideration for the purpose of payment of stamp duty is Rs. 8,75,00,000/- (Rupees Eight Crores Seventy Five Lacs only).

**AND WHEREAS** the Vendor has offered to sell and the Purchaser has agreed to purchase on as is where is basis and as is what is basis All That the said land at and for the consideration of a sum of Rs. 8,75,00,000/- (Rupees Eight Crores Seventy Five Lacs only).

**NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:**

That in pursuance of the said agreement and in consideration of the said sum of Rs. 8,75,00,000/- (Rupees Eight crores seventy five lacs only) paid by the Purchaser herein unto the Vendor before execution of these presents (the receipt of which sum the Vendor doth hereby acknowledge as the full consideration) and the Vendor doth hereby grant, convey and assign by way of absolute sale unto the Purchaser All That the piece and parcel of land containing an area of 12.305 Acres (more or less) situated lying at and being municipal premises No. 17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, Under Rishra Municipality comprised in L. R. Plot (Dag) No. 9534 (Part) corresponding to R. S. Dag Nos. 2555, , 2562, 2566, 2582, 2587, 2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986 P. S. Rishra, Mouza Rishra, J. L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal Together with building fixtures, etc. with all the estate, right, title and interest of

the Vendor herein together with all other rights, easements, advantages, privileges and appurtenances whatsoever in the said piece and parcel of land TO HAVE AND TO HOLD the same unto the Purchaser herein absolutely free from all encumbrances, claims demands, attachments and charges but subject however to the future payment of all Government assessment and other taxes payable to the Government or any other Local Authorities in respect of the said land and the said property is more particularly described in the Schedule hereunder, delineated in the plan attached hereto and colored RED thereon together with all ways, waters, watercourses thereto, whatever in the said piece or parcel of land more fully described in the Schedule hereunder written and hereby conveyed, the Vendor covenants and confirms that all rents, rates, taxes, assessment dues, duties on the said property have been paid by them up to and including the date of these presents and further covenants that should any rates, taxes, dues and duties be found payable up to date, the same shall and will be paid by the Vendor.

AND the Vendor doth hereby covenants with the said Purchaser that the Vendor has a good right, title, interest and full power to grant, convey and assign the said piece and parcel of land more particularly described in the Schedule hereunder written and delineated in the plan attached hereto and colored RED thereon in the manner aforesaid and that the said property is free from all encumbrances, liens, lispensens, attachments, mortgages, charges, alignments, acquisitions or requisitions, claims, demands and other

court attachments of any nature whatsoever and howsoever and that the Purchaser may quietly enter into and enjoy the same and realize the rents, issues and profits of the said property without any lawful interruption, claims, demand or disturbance whatsoever from the said Vendor or any other person or persons claiming through, under or in trust for the said Vendor. The Vendor further confirms that there are no revenue arrears or other dues pertaining to the said land up to the date of receipt of final consideration. And that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles and charges and / or encumbrances whatever had made, executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it and all persons having or lawfully or equitably claiming any estate, right, title or interest in law or in equity in all the said property hereby assigned, transferred or any part thereof by, from or in trust for the Vendor or its successors, assignees and representatives shall and will from time to time.

AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from through, under or in trust for it, made, done, committed or knowingly or willingly suffered to the contrary, has right, title or

interest to the said property not becoming void or voidable or the Vendor doth hereby covenant with the Purchaser that there is no mortgage, charge or lien or any other encumbrance on the said property and the Vendor doth hereby further covenant with the Purchaser that the Purchaser, its visitors, servants, agents and licensees from time to time and at all times hereafter by way of right at its or their free will and pleasure for all purposes connected with the use and enjoyment of the said property hereby conveyed, and assured or expressed so to be to go to return, pass and re-pass with or without vehicles of all descriptions (including mechanically propelled vehicles) laden or un-laden and with or without animals over the common road and the Vendor declares that it has handed over to the Purchaser all documents of title relating to, belonging to or connected with the said property and the Vendor declares and confirms that they do not have any other documents of title and should they come in possession of any evidence or document of or relating to title, they shall and will hand over or cause to be handed over to the Purchaser or any person claiming through or under the Purchaser.

AND the Vendor doth hereby confirm that it had handed over to and placed the Purchaser in possession of the said property hereby granted, conveyed, transferred and assigned unto the Purchaser.

AND lastly the Vendor doth hereby confirms that the said land is free from encumbrances, liens, lispensens, attachments,



mortgages, charges, alignments, acquisition or requisitions of any nature whatsoever and howsoever and there is no labour liability or outstanding. The Vendor further confirms that there are no revenue arrears or other dues pertaining to the said land up to the date of receipt of final consideration.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of Bastu land containing an area of 12.305 Acres (more or less) situate lying at and being Municipal Premises No. 17/8, Dinen Bhattacharjee Sarani, Circle No. C/1, Ward No. 16, Under Rishra Municipality comprised in L. R. Dag No. 9534 (Part) corresponding to R. S. Dag Nos. 2555, , 2562, 2566, 2582, 2587, 2633, 2634, 2635, 2637, 2640, 2642, 2643, 2663, 2664, 2665, 2666, 2667, 2668, 2671, 2683, 2684, 2685, 2688, 2711, 2712 and 2986 P. S. Rishra, Mouza Rishra, J. L. No. 27, Khatian No. 10518, Post Morepukur, District Hooghly, West Bengal and the same is butted and bounded in the manner following that is to say:-

North : By Laxmi Narayan Cotton Mills.

South : Partly by Dinen Bhattacharya Sarani  
Partly by private lands.

East : By Dinen Bhattacharya Sarani.

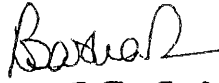
West : Partly by Das Para Lane and partly by private lands.

And the said land is bordered RED on the map or plan annexed hereto.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set their respective hands and seals to this indenture of sale on the day, month and year first above herein written.

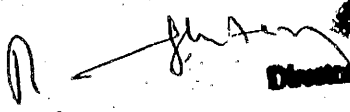
SIGNED SEALED AND DELIVERED BY THE VENDOR through its General Manager Mr. Subrata De Sarkar and the COMMON SEAL of the VENDOR has been affixed in the presence of Mr. Amal Kumar Roy and Mr. Shree Kanta Chatterjee two of its Executives who have been so authorized by a Resolution of the Board of Directors of the Vendor and who have also signed and executed these presents at Kolkata in the presence of:

- 1) Sree Kanta Chatterjee.  
6, J.N.Rd, Kolkata-13.
- 2) Amal Kumar Roy.  
LNCHM. Ranchura.


  
B. De Sarkar  
General Manager  
SUBRATA DE SARKAR  
NTCLTD Sub-office, Kolkata.  
6, J L Nehru Road  
Kolkata-700 013


SIGNED AND SEALED AND DELIVERED BY THE PURCHASER AT KOLKATA in the presence of:

For METRO HEIGHTS PVT. LTD.

  
Director

(RADHA JAYAM KHETAN)

  
KAILASH JOTHI  
2, Clive Chat Street  
Kolkata-700-001

  
SUSMIT KUMAR SARAF  
4, Clyde Road

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 8,75,00,000/- (Rupees Eight Crores Seventy Five Lacs only) being the full consideration money as per Memo below:

Sl. No.	Bankers Cheques / Cheque Nos.	Cheque Date	Bank Name	Amount (Rs.)
1	135464	05.09.2007	Indian Bank	2,18,75,000.00
2	211369	06.12.2007	Indian Bank	65,00,000.00
3	211371	07.12.2007	Indian Bank	1,00,00,000.00
4	211372	07.12.2007	Indian Bank	1,00,00,000.00
5	211373	07.12.2007	Indian Bank	50,00,000.00
6	211374	07.12.2007	Indian Bank	21,25,000.00
7	433214	14.12.2007	OBC	1,50,00,000.00
8	433215	14.12.2007	OBC	1,50,00,000.00
9	433215	14.12.2007	OBC	20,00,000.00
		<b>TOTAL</b>		<b>8,75,00,000.00</b>

(RUPEES EIGHT CRORES SEVENTY FIVE LACS ONLY)

WITNESSES:

1. *Sreekanta Chatterjee*  
6, 9.12.2007 Kolkata-13

2. *Amal Kr Roy*  
LNCH. Kolkata

*Debasish Jais*

Drafted by me.

*S. K. Kanodia*  
(S. K. Kanodia)  
Advocate.

*S. De Sarkar*  
(VENDOR)

**S. De Sarkar**

General Manager (Techn

**NTC LTD. Sub-office, Kolkata.**

6, J. L. Nehru Road

Kolkata-700 013

# SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the executant and/or purchaser / Presentants

1. No.

1.

*Basudal*



LITTLE



RING



MIDDLE



FORE



THUMB

LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

2.

*Basudal*



LITTLE



RING



MIDDLE



FORE



THUMB

LEFT HAND



THUMB



FORE



MIDDLE



RING



LITTLE

RIGHT HAND

3.

LITTLE

RING

MIDDLE

FORE

THUMB

LEFT HAND

THUMB

FORE

MIDDLE

RING

LITTLE

RIGHT HAND

**Office of the ADSR Serampore  
Serampore, Hooghly  
Endorsement For deed Number :I-03233 of :2008  
(Serial No. 03426, 2008)**

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In 16/05/2008

resentation(Under Section 52 & Rule 22A(3) 46(1))

resented for registration at 20.00 on :16/05/2008,at the Private residence by Radhe Shyam Khetan,Claimant.

omission of Execution(Under Section 58)

xecution is admitted on :16/05/2008 by

1. Subrata De Sarkar,General Manager (tech),M/s, National Textile Corporation,Limited, 7, J. L. Nehuru Road,  
Pan No- Aabcn 5649q, Pan No- Aabcn 5649q, profession :Business

2. Radhe Shyam Khetan,Director,M/s, Metro Heights Pvt Ltd,2, N. C. Dutta Sarani,Kolkata-1(pan-aafcm  
1863p),Kolkata-1(pan-aafcm 1863p), profession :Business

ked By Sree Kanta Chatterjee, son of Kishoro Lal Chatterjee F /17, Anandapuri Barrackpore 24, Pngs (n) Thana:  
arrackpore, by caste Hindu,By Profession :Service.

Name of the Registering officer :Ashim Kumar Ghosh  
Designation :Addl. District Sub Registrar

In 19/05/2008

ayment of Fees:

ee Paid in rupees under article : A(1) = 975095/- ,E = 7/- on:19/05/2008

ertificate of Market Value(WB PUVI rules 1999)

ertified that the market value of this property which is the subject matter of the deed has been assessed at Rs-  
3646000/-

ertified that the required stamp duty of this document is Rs 5318770 /- and the Stamp duty paid as: Impressive Rs- 500

e stamp duty

eficit stamp duty : 1.Rs 6204250/- is paid by the draft no. :150325, Draft date:09/05/2008, Bank name:State Bank Of  
dia, N. S. Road (0144), recieved on :19/05/2008. 2.Rs 500/- is paid by the draft no. :624267, Draft date:15/05/2008,  
ank name:State Bank Of India,N.S. Road , Calcutt, recieved on :19/05/2008.



Name of the Registering officer :Ashim Kumar Ghosh  
Designation :Addl. District Sub Registrar

[Ashim kumar Ghosh]  
A. D. S. R

Office of the Additional District Sub Registrar, Serampore  
Govt. of West Bengal

  
Addl. Dist. Sub-Registrar  
SERAMPORE, HOOGHLY

**20 05 08**

Office of the ADSR Serampore  
Serampore, Hooghly  
Endorsement For deed Number :I-03233 of :2008  
(Serial No. 03426, 2008)

20/05/2008

Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,4  
Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.-10/-

Registration Fees paid

The amount of Registration fees is realized under Article in rupees : on: 20/05/2008.

Name of the Registering officer :Ashim Kumar Ghosh  
Designation :Addl. District Sub Registrar



[Ashim kumar Ghosh]  
A. D. S. R  
Office of the Additional District Sub Registrar, Serampore  
Govt. of West Bengal

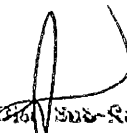
ADDL. Dist. Sub Registrar  
SERAMPORE, HOOGHLY

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 5  
Page from 3150 to 3170  
being No 03233 for the year 2008.



(Ashim kumar Ghosh) 20-May-2008  
A. D. S. R  
Office of the Additional District Sub Registrar, Serampore  
West Bengal

  
Additional, D.S.R. Sub-Registrar  
SERAMPORE, HOOGHLY

20 5 08

DATED THIS 10<sup>th</sup> DAY OF May, 2008

BETWEEN

NATIONAL TEXTILE CORPORATION  
LIMITED

- VENDOR

AND

METRO HEIGHTS PRIVATE LIMITED

- PURCHASER

CONVEYANCE

KANODIA & CO.,  
Solicitors & Advocates,  
Temple Chambers, 4<sup>th</sup> Floor,  
6, Old Post Office Street,  
KOLKATA – 700001.  
Off: 22109532/30280152  
Fax: 22480035  
Res.: 26550151/7108  
[Z032CON1]



