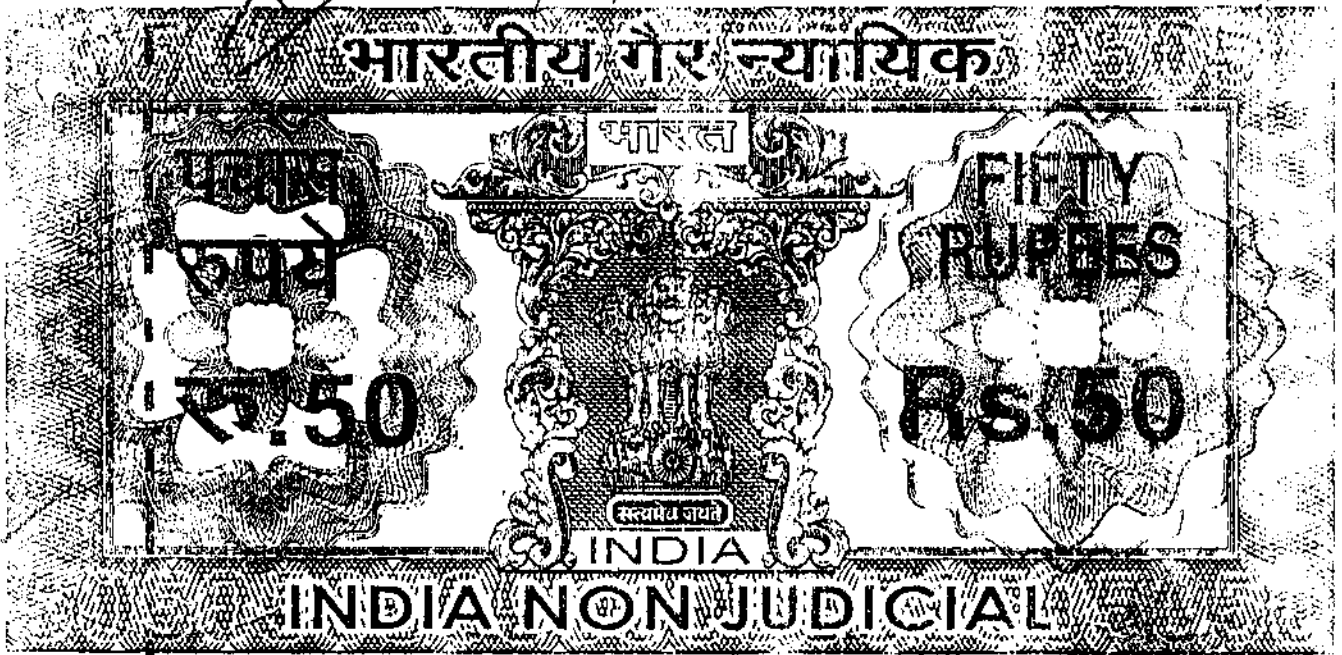


02706/2009

4055



पश्चिम बंगाल WEST BENGAL

U.K.C. Permitted  
 Note and No. 254615  
 2526-04/012-16/05  
 2-4-12-05



Annex - 'C'

Certified that the Document is admitted to registration. The Duplicative Sheet and the endorsement thereon attached to this Document are the part of this Document.

Additional Registrar  
 of Assurances - I, Kolkata

24/04/09

THIS INDENTURE is made at Kolkata on this the 23<sup>rd</sup> day of April Two Thousand Nine BETWEEN NICCO CORPORATION LIMITED, a company within the meaning of the Companies Act, 1956 having its registered office at "Nicco House, 1B & 2, Hare Street, Kolkata- 700 001, hereinafter called the 'VENDOR' (which expression shall unless be excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and assigns) of the ONE PART.

A N D

-20-

**M/S. H. R. GLOBAL FINANCE LIMITED**, a company within the meaning of the Companies Act, 1956 having its registered office at 216, M. G. Road, Kolkata- 700 007, hereinafter called the **PURCHASER** (which expression shall unless be excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS**

1. The Vendor herein is the owner of ALL THAT land measuring 4.503 acres more or less situated at New Cord Road, Shyamnagar within Bhatpara Municipality, District- 24-Parganas (North) in Mouza- Mulajore, P. S. Jagatdal together with structures standing thereon (hereinafter called "the said land") more fully described in the Schedule hereunder written and marked with Red border in a sketch plan annexed which forms part of this agreement.
2. That the Vendor requires to generate funds to meet its financial necessity to revive the Vendor company and an application was made before the Industrial Reconstruction Department, Government of West Bengal (hereinafter referred to as the "said Government") and the said Government by order No. 3375(5)-IR dated 12th June, 2003 has permitted the Vendor to sale the said land along with other lands. A copy of the said order dated 12<sup>th</sup> June, 2003 is annexed herewith and which further forms part of this conveyance.

3. After the said order dated 12<sup>th</sup> June, 2003 by a subsequent order being No. 4838-IR dated 8<sup>th</sup> October, 2004 the said Government has formed an Asset Sale Committee, hereinafter referred to as "ASC", to conduct and monitor the sale of the said land and other lands and to decide the terms, condition and modus operandi with regard to such sale. A copy of the order dated 8<sup>th</sup> October, 2004 is annexed herewith and shall always be treated as part of this conveyance.
  
4. The said ASC has taken steps for sale of the said premises and caused publication of advertisement for sale of the said premises inviting purchaser and pursuant to such advertisement the purchase herein has submitted its offer for purchase of the said premises at and for a total consideration of Rs. 2,33,33,333/- (Rupees Two Crore Thirty Three Lakh Thirty Three Thousand Three Hundred and Thirty Three):
  
5. That the said offer of the purchaser has been considered by the said ASC of the Vendor and stands confirmed subject to inter alia, terms and conditions as mentioned in the offer letter of the Vendor dated 15<sup>th</sup> September, 2006, which was received by the Purchaser on 16<sup>th</sup> September, 2006. A copy of the said letter is annexed which forms part of this conveyance.

~~6. The Vendor has stated to the Purchaser that the Vendor has obtained necessary permission from the Urban Land (Ceiling & Regulation) Act, 1976 to sell the said land to the Purchaser and the Purchaser shall be permitted to construct housing complex in the said premises.~~

*[Handwritten signature]*

*[Handwritten signature]*

7. Under the aforesaid circumstances, the Vendor and the Purchaser have entered into an agreement for sale on 19<sup>th</sup> October, 2006 for sale of the said premises by the Vendor to the Purchaser on the terms and conditions and at and for a total consideration of Rs.2,33,33,333/- (Rupees Two Crore Thirty Three Lakh Thirty Three Thousand Three Hundred and Thirty Three) only and at the time of execution of the agreement on 19<sup>th</sup> October, 2006 the Purchaser has paid the full consideration money of Rs.2,33,33,333/- (Rupees Two Crore Thirty Three Lakh Thirty Three Thousand Three Hundred and Thirty Three Only) to the Vendor and the said agreement was duly executed and registered with the office of the Registrar of Assurances, Kolkata vide Book No. 1, CD Volume Number 74, Pages 4852-4867, Being No. 10372 for the year-2008.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :**

In pursuance of the aforesaid agreement and in consideration of the said sum of Rs.2,33,33,333/- (Rupees Two Crore Thirty Three Lakh Thirty Three Thousand Three Hundred and Thirty Three) only paid to the Vendor by the Purchaser on or before execution of these presents as per the memo given hereinbelow (the receipt whereof the Vendor doth hereby acknowledges) the Vendor as absolute owner hereby sell, convey and transfer ALL THAT the said premises more fully described in the Schedule "A" hereto and to hold the same to the purchaser as the absolute owner thereof.

**A. The Vendor hereby covenants with the Purchaser:**

- i) The said land is free from all encumbrances and the Vendor has the power, marketable and saleable right, title and interest to sell the said land to the Purchaser.

- ii) That no portion of the said land is under requisition or acquisition of any Government, semi Government or other authorities.
  
- iii) **The Purchaser shall and may from time to time and at all times hereinafter peacefully and quietly enter into, hold, possess and enjoy the said premises hereby granted, sold, conveyed, transferred and receive and take rents, issues and profits therefrom without any trouble hindrances, eviction and/or any interruption either by the Vendor or any person lawfully and equitably claiming from under or in trust for the Vendor.**
  
- iv) **The Vendor shall from time to time and at all times hereinafter, at the request and cost of the Purchaser do execute and cause to be done and/or executed all such acts deeds and things for further bettering and more perfectly assuring the said premises and every part thereof unto Purchaser.**
  
- v) **The permission of the Government to sell the said premises include permission under Section 6(3) of the West Bengal Estate Acquisition Act and the Purchaser shall not be required to take any further permission under the provisions of the West Bengal Estate Acquisition Act and the said land is free from the provisions of the West Bengal Estate Acquisition Act.**
  
- vi) **The Vendor has clarified that all charges, mortgages on the said land has been released and the said land is free from any encumbrances, charges, mortgages, liens of any financial institution or Bank.**

vii) The Vendor has handed over peaceful vacant possession to the Purchaser simultaneously with the execution and registration of conveyance for all time to come.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** land measuring 4.503 acres more or less situated at New Cord Road, Shyamnagar within Bhatpara Municipality, District-24-Parganas (North) in Mouza- Mulajore, P. S. Jagatdal together with structures standing thereon under the following Dag Nos. and Khatian Nos.

**Land Particulars in Respect of Dag Nos.**

| Dag Nos. |          | Khatian No. | Area of Whole Dag | Area to be purchased by H.R. Global Finance Ltd. |
|----------|----------|-------------|-------------------|--|
| C.S.     | R.S.     |             |                   |  |
| 72       | 72       | 364         | 1.63 Acrs         | 1.63 Acrs  |
| 73       | 73       | 1603        | 0.37 Acrs         | 0.37 Acrs  |
| 93       | 93       | 204         | 0.49 Acrs         | 0.043 Acrs                                       |
| 94       | 94       | 54          | 0.22 Acrs         | 0.16 Acrs  |
| 2410     | 94/2410  | 54          | 0.06 Acrs         | 0.06 Acrs  |
| 95       | 95       | 1580        | 0.07 Acrs         | 0.04 Acrs  |
| 96       | 96       | 204         | 0.08 Acrs         | 0.03 Acrs  |
| 97       | 97       | 335         | 0.15 Acrs         | 0.07 Acrs  |
| 98       | 98       | 335         | 1.71 Acrs         | 1.71 Acrs  |
| 99       | 99       | 335         | 0.03 Acrs         | 0.03 Acrs  |
| 2402     | 81/2402  | 1605        | 0.04 Acrs         | 0.01 Acrs  |
| 2403     | 81/2403  | 1775        | 0.05 Acrs         | 0.02 Acrs  |
| 2034     | 209/2034 | 306         | 0.02 Acrs         | 0.02 Acrs  |
| 2411     | 95/2411  | 1579        | 0.21 Acrs         | 0.21 Acrs  |
| 2406     | 73/2406  | 779         | 0.08 Acrs         | 0.08 Acrs  |
| 1107     | 17/1107  | 1602        | 0.02 Acrs         | 0.02 Acrs  |

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IN WITNESS WHEREOF the parties hereto have hereunto subscribed their respective hands on the date month and year first above written.

**SIGNED AND DELIVERED by the  
VENDOR at Kolkata in presence of:**

Witness:

1. Jaydev Dc  
135, Foreshore Road, Howrah - 711102
2. Atish Dine

for NICCO CORPORATION LIMITED

*K. A. Chatterjee*  
**KARTICK KR CHATTERJEE**  
Vice President (Corporate Affairs)

**SIGNED AND DELIVERED by the  
PURCHASER at Kolkata in presence of:**

Witness:

1. Jaydev Dc  
135, Foreshore Road, Howrah 711102
2. Atish Dine  
Nico House, 1B & 2 Hare Street  
Kolkata 700001

PARTHA SARATHI MAJUMDER

*P. S. Majumder*  
CORPORATE ATTORNEY OF  
H. R. GLOBAL FINANCE LTD.

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**MEMO OF CONSIDERATION**

Received from the withinnamed Purchaser, the sum of Rs.2,33,33,333/- (Rupees Two Crore Thirty Three Lakh Thirty Three Thousand Three Hundred and Thirty Three only) being the total consideration for the sale of the land as more fully described in the Schedule "A" herein in the following manner:-

| Date     | Document | Particulars  | Amount (Rs)    |
|----------|----------|--|----------------|
| 8.9.06   | CB 02766 | To the Federal Bank Ltd. CA-5073; paid to Nicco Corporation Ltd vide cheque No.462980 dated 8.9.06 on FBL paid by P.O. | 5,00,000.00    |
| 14.10.06 | CB 03642 | To Syndicate Bank Ltd.: Paid to Nicco Corporation Ltd. vide cheque No.160196 dated 14.10.06 on Syn. Bank paid by P.O.  | 25,00,000.00   |
| 14.10.06 | CB 03643 | To Syndicate Bank Ltd.: Paid to Nicco Corporation Ltd. vide cheque No.160197 dated 14.10.06 on Syn. Bank paid by P.O.  | 25,00,000.00   |
| 14.10.06 | CB 03644 | To Syndicate Bank Ltd.: Paid to Nicco Corporation Ltd. vide cheque No.160198 dated 14.10.06 on Syn. Bank paid by P.O.  | 25,00,000.00   |
| 14.10.06 | CB 03645 | To Syndicate Bank Ltd.: Paid to Nicco Corporation Ltd. vide cheque No.160199 dated 14.10.06 on Syn. Bank paid by P.O.  | 25,00,000.00   |
| 14.10.06 | CB 03646 | To Syndicate Bank Ltd.: Paid to Nicco Corporation Ltd. vide cheque No.160196 dated 14.10.06 on Syn. Bank paid by P.O.  | 16,66,666.50   |
| -----    | CB-----  | To Syndicate Bank Ltd.: Paid to Nicco Corporation Ltd. vide cheque No.----- dated ----- on ----- paid by P.O.          | 1,11,66,666.50 |

Total= Rs. 2,33,33,333.00

(Rupees Two Crore Thirty Three Lakh Thirty Three Thousand Three Hundred and Thirty Three only)

## WITNESSES:

1. *Jaydev DC*

2. *Atish Prue*

FOR NICCO CORPORATION LIMITED

*M. D. Chellappa*  
Signature of the Vendor  
Vice President (Corporate Affairs)



- 27 -

Government Of West Bengal  
Office of the A. R. A. - II KOLKATA  
5 & 6, Govt Place ( North ) , KOLKATA  
Endorsement For deed Number :I-04055 of :2009  
(Serial No. 02708, 2009)

On 23/04/2009

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

Presented for registration at 17.50 hrs on :23/04/2009, at the Private residence by Partha Sarathi Majumder, Claimant

Admission of Execution(Under Section 58)

Execution is admitted on 23/04/2009 by

1. Kartick Kr Chatterjee, Vice President, Nicco Corporation Limited, Nicco House,, 1 B & 2, Hare Street, Kolkata - 700001, profession :Business
  2. Partha Sarathi Majumdar, Constituted Attorney, M/s. H R. Global Finance Limited, 216, M G Road, Kolkata - 700001, profession :Business
- Identified By Prabir Chandra Shaw, son of S C 5 N S Rd Kolkata Sanders & Morgans 700001 Thana Hare St, by caste Hindu, By Profession :Advocate.

Name of the Registering officer :Tarak Baran Mukherjee  
Designation :ADDITIONAL REGISTRAR OF  
ASSURANCES-II OF KOLKATA

On 24/04/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule 1962 duly stamped under schedule 1A Article number 2333 of Indian Stamp Act 1899

Payment of Fees:

Fee Paid in rupees under article : A(1) = 256663/- E = 7/- J = 55/- M(a) = 25/- M(b) = 4/- on 24/04/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 23333333/-

Certified that the required stamp duty of this document is Rs 20/- and the Stamp duty paid as Impressive Rs- 50



Name of the Registering officer :Tarak Baran Mukherjee  
Designation :ADDITIONAL REGISTRAR OF  
ASSURANCES-II OF KOLKATA

[Tarak Baran Mukherjee]  
ADDITIONAL REGISTRAR OF ASSURANCES-II OF  
KOLKATA







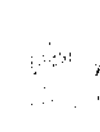




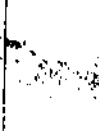








OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF  
KOLKATA

Govt. of West Bengal 24.4.09

# SPECIMEN FORM FOR TEN FINGER PRINTS

-28-

SIGNATURE OF THE EXECUTANTS  
/ AND / PURCHASERS PRESENTANT

|          |  |   |   |   |   |
|----------|--|---|---|---|---|
|          |  |   |   |   |   |
|          |  | Little  | Ring  | Middle<br>(Left)  | Fore<br>Hand)   |
|          |  |   |   |   |   |
|          |  | Thumb   | Fore  | Middle<br>(Right)   | Ring<br>Hand)   |
|          |  |  |  |  |  |
|          |  | Little  | Ring  | Middle<br>(Left)  | Fore<br>Hand)   |
|          |  |  |  |  |  |
|          |  | Thumb   | Fore  | Middle<br>(Right)   | Ring<br>Hand)   |
| <b>3</b> |  |  |  |  |  |
|          |  | Little  | Ring  | Middle<br>(Left)  | Fore<br>Hand)   |
|          |  |  |  |  |  |
|          |  | Thumb   | Fore  | Middle<br>(Right)   | Ring<br>Hand)   |

Certificate of Registration under section 60 and Rule 69

Registered in Book - I  
Volume number 9  
Page from 8089 to 8104  
Policy No 04055 for the year 2008



*(Handwritten signature)*

(Perak Baran Mukherjee) 27-April-2009  
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA  
Office of the A. R. A. - II KOLKATA  
West Bengal