

by the **LEARNED KOLKATA DEBT RECOVERY TRIBUNAL NO. 1,** at, 9, Old Post Office Street, Kolkata – 700001 by an order dated August 7,2008 and representing **M/s. ELECTRICAL INDUSTRIES CORPORATION** hereinafter referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his successor or successors in office, administrators and/or assigns) of the **ONE PART**:

#### AND

CALCUTTA INFRASTRUCTURES INFOTECH PROJECTS M/S. LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at 6, Nursing Bose Lane, Frozer Bazar, Shibpur, Howrah - 700101 ( Previous registered office was 4, Synagogue Street, 4th Floor, Room No. 405, Kolkata- 700 001) Police Station- Shibpur, having its Income Tax PAN No. AACCC1731D represented by Mr. Chand Ratan Modi Son of Shri Trilok Chand Modi, by faith- Hindu, by Occupation- Business, working for gain at 5, Gorky Terrace, P.S. Shakespeare Kolkata -Sarani hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Directors, administrators, successor or successors in interest and assigns) of the OTHER PART:

### WHEREAS:

A. By an Indenture dated the 11th day of January, One thousand nine hundred and fifty seven and registered at the Office of the Joint Sub Registrar of Alipore at Behala in Book No. I, Volume No. 7 at Pages 93 to 98, being No.140 for the year 1957 and made between Sri Madhu Sudan Saha therein referred to as the Vendor of the One Part and M/s. Electrical Industries Corporation therein referred to as the Purchaser of the Other Part, the Vendor therein named for the consideration therein mentioned sold, transferred and conveyed unto and in favour of the said M/s. Electrical Industries Corporation ALL THAT piece and parcel of non agricultural land measuring an area of 14.86 Acres be the same a little more or less lying and situated at

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Mouza- Sayedpur, J. L. No. 12, under Police Station and Sub Registration Office- Behala, District 24 Parganas comprised in Khatian Nos. 40, 268, 269, 105, 263, 264, Dag Nos. 395, 396, 386, 390, 391/665, 382/666, 393, 392, 388, 393/718, 381, 381/662, 381/716 and 380 morefully and particularly mentioned and described in the Schedule therein free from all encumbrances, charges, liens and lispendences.

- B. By another Indenture dated 18th day of January, One thousand nine hundred and Sixty Six and registered at the Office of the Joint Sub Registrar - Alipore at Behala in Book No. I, Volume No. 6 at Pages 138 to 145, being No.261 for the year 1966 and made between Atobar Rahaman therein referred to as the Vendor of the One Part and M/s. Electrical Industries Corporation therein referred to as the Purchaser of the Other Part, the Vendor therein named for the consideration therein mentioned sold, transferred and conveyed unto and in favour of the said M/s. Electrical Industries Corporation ALL THAT piece and parcel of land measuring an area of 0.27 Acres equivalent to 16 Cottahs and Four Chittacks be the same a little more or less lying and situated at Mouza- Saidpur, J. L. No. 12, R. S. No. 34, Touzi No. 8, under Police Station and Sub Registration Office- Behala, District 24 Parganas comprised in Khatian Nos. 595 and 596, Dag Nos. 382, 389, 390/664 and 391 morefully and particularly mentioned and described in the Schedule therein free from all encumbrances, charges, liens and lispendences.
- C. By another Indenture dated 18th day of January One thousand nine hundred and Sixty Six and registered at the Office of the Joint Sub Registrar Alipore at Behala in Book No. I, Volume No. 13 at Pages 79 to 85, being No.271 for the year 1966 and made between Sm.. Asrafanessa Bibee therein referred to as the Vendor of the One Part and M/s. Electrical Industries Corporation therein referred to as the Purchaser of the Other Part, the Vendor therein named for the consideration therein mentioned sold, transferred and conveyed unto and in favour of the said M/s. Electrical Industries Corporation ALL THAT piece and parcel of land measuring an area of 0.40 Acres equivalent

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to One Bigha Four Cottahs and Four Chittacks be the same a little more or less lying and situated at Mouza- Saidpur, J. L. No. 12, R. S. No. 34, Touzi No. 8, under Police Station and Sub Registration Office- Behala, District 24 Parganas comprised in Khatian Nos. 593 and 594, Dag Nos. 382, 389, 390/664 and 391 morefully and particularly mentioned and described in the Schedule therein free from all encumbrances, charges, liens and lispendences.

- By another Indenture dated 22nd day of January, One thousand D. nine hundred and Sixty Six and registered at the Office of the Joint Sub Registrar - Alipore at Behala in Book No. I, Volume No. 13 at Pages 117 to 124 being No.364 for the year 1966 and made between Sm. Baharanessa Bibee therein referred to as the Vendor of the One Part and M/s. Electrical Industries Corporation therein referred to as the Purchaser of the Other Part, the Vendor therein named for the consideration therein mentioned sold, transferred and conveyed unto and in favour of the said M/s. Electrical Industries Corporation ALL THAT piece and parcel of land measuring an area of 0.41 Acres equivalent to One Bigha Four Cottahs and thirteen Chittacks be the same a little more or less lying and situated at Mouza- Saidpur, Pargana-Khaspur, J. L. No. 12, R. S. No. 34, Touzi No. 8, under Police Station- Behala Sub Registration Office- Behala, District 24 Parganas within the jurisdiction of South Subarban Municipality, Motilal Gupta Road comprised in Khatian Nos. 614 and 625, Dag Nos. 382, 389, 390/664 and 391 morefully and particularly mentioned and described in the Schedule therein free from all encumbrances, charges, liens and lispendences.
- E. By another Indenture dated 31st day of January, One thousand mine hundred and Sixty Six and registered at the Office of the Joint Sub Registrar Alipore at Behala in Book No. I, Volume No. 13 at Pages 193 to 201 being No. 503 for the year 1966 and made between (1) Munshi Mohammad Yusuf and (2) Sm. Rabea Khatoon Bibee therein referred to as the Vendors of the One Part and M/s. Electrical Industries Corporation therein referred to as the Purchaser of the Other Part, the Vendors therein named for

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the consideration therein mentioned sold, transferred and unto and in favour of the said M/s. Electrical Industries Corporation ALL THAT piece and parcel of land measuring an area of 0.52 Acres equivalent to One Bigha Eleven Cottahs and Seven Chittacks be the same a little more or less lying and situated at Mouza- Saidpur, Pargana- Khaspur, J. L. No. 12, R. S. No. 34, Touzi No. 8, under Police Station-Behala Sub Registration Office- Behala, District 24 Parganas within the jurisdiction of South Subarban Municipality, Motilal Gupta Road comprised in Khatian Nos. 613 and 625, Dag Nos. 382, 389, 390/664 and 391 morefully and particularly mentioned and described in the Schedule therein free from all encumbrances, charges, liens and lispendences.

- F. By the above five sale deeds and other several sale deeds the said M/s. Electrical Industries Corporation absolutely seized and possessed of and other well and sufficiently entitled ALL THAT piece and parcel of land measuring an area of 22.13 Acres out of which land 16.46 Acres be the same a little more or less lying and situated at Mouza- Sayidpur, Pargana- Khaspur, J. L. No. 12, R. S. No. 34, Touzi No. 8, under Police Station- Behala now Thakurpukur, Sub Registration Office- Behala, District 24 Parganas within the jurisdiction of South Subarban Municipality being Municipal Premises No.591 Motilal Gupta Road (formerly 99, Motilal Gupta Road), P.S.- Kolkata- 700 008 comprised various Khatian Numbers and Dag Numbers in the above Mouza.
- G. That The said M/s. Electrical Industries Corporation setup to operate a manufacturing unit on the above Premises (Factory) and had been taken loan from Punjab National Bank. One Mohan Ram Associates Private Limited claims to be the proprietor of Electrical Industries Corporation.
- H. That the said M/s. Electrical Industries Corporation indebted to Punjab National Bank. Punjab National Bank instituted T. S. No. 12 of 1984 (renumbered T. S. No. 96 of 1989) for recovery of dues from M/s. Electrical Industries Corporation and several others, wherein an amount oof Rs.99,82,327.45 was claimed. In terms

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of Order of the Court (Learned Trial Court), the Receiver appointed in the Recovery/Mortgage Suit sold the movable assets of Electrical Industries Corporation to one Mr. Jaswant Singh who was the highest bidder in the Public Auction, at as price of Rs.53,86,000/- (Rupees Fifty Three Lakhs Eighty Six Thousand) only.

- I. Punjab National Bank was claiming Rs.1,37,66,247.31 but Electrical Industries Corporation (EIC) offered only Rs.80,00,000/- in instalments. After giving several opportunities Electrical Industries Corporation protracted correspondence, since EIC declined to pay the dues of Punjab National Bank. The Punjab National Bank with the consent of all other defendants of the Recovery of the suit, agreed to sell the entire movable and immovable assets and properties of Electrical Industries Corporation including the said Premises to Jaswat Singh for a sum of Rs.1,37,66,247.31, inclusive of the above sum of Rs.53,86,000/- in full satisfaction of the claims of Punjab National Bank in the Suit.
- J. Accordingly, Jaswant Singh added as Defendant to the Recovery/Mortgage Suit and the same was decreed under Order 12 Rule 6 of the Code of Civil Procedure, 1908 on 7th December, 1989.
- K. On December7, 1989 the decree was passed in the said suit on the basis of compromise. Under the said compromise decree the said Jaswant Singh was directed to pay Rs.68,76,100/- to the Bank and upon receiving the said sum the Bank was to realize the mortgage and to convey the property in favour of Jaswant Singh.
- L. It subsequently, transpired that out of total areas of land mortgaged with the said Bank measuring about 22.13 acres of land and area of 5.56 acres was acquired by the State of West Bengal. Accordingly, an abatement of the price of the said land was claimed.

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- M. While the said dispute was pending at the material point of time, the Bank filed an application for execution of the decree against the Jaswant Singh and the said Jaswant Singh also filed an application under Section 47 of the Code of Civil Procedure.
- N. After coming into operation of the Recovery of Debts (Due to Bank and Financial Institution) Act, 1993, the application filed by the said Jaswant Singh under Section 47 was dismissed. Thereafter several protracted litigations took place between the parties and an order was passed by the Debt Recovery Tribunal to the effect that the Bank would be entitled to recover a sum of Rs.2,35,50,009/-. Consequently a Certificate was also issued.
- O. The appeal preferred by the said Jaswant Singh was also dismissed. In the meantime The Calcutta Infrastructure Infotech Projects Limited entered into negotiation with the Bank and deposited a sum of Rs.2.45 Crores vide a Pay Order No. 055828 dated 15/09/2004. The Bank filed an application before the Recovery Officer for a direction that liberty should be given to them to appropriate the amount deposited by the said Calcutta Infrastructure Infotech Projects Limited, but as the Recovery Officer did not pass an order allowing the Bank to appropriate the said amount. the Calcutta Infrastructure Infotech Projects Limited moved a Revisional application before the Court. The said revisional application was disposed of by an order dated 10th September, 2004, wherein it was, interalia, held that the Jaswant Singh had right under the decree including the right to make payment there under and therefore the Recovery Officer could not go behind the said decree. It was also held that the Jaswant Singh would be at liberty to deposit the decreetal amount before the Recovery Officer who should hear out the entire matter as expeditiously as possible.
- P. In terms of the said settlement arrived at between the parties it has been prayed that the land in question which is mortgaged be released in favour of Calcutta Infrastructure Infotech Projects Limited at a consideration of Rs.2,44,46,015/- which would be appropriated towards the decreetal dues of the Bank and there

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are other terms of the said settlement which is not really germane to decide the issue between the applicants on one and the Bank on the other hand.

- Q. The entire gamut of issues is now pending final disposal before the Debt Recovery Tribunal for necessary orders for conveyance of the said Premises in favour of Calcutta Infrastructure Infotech Projects Limited and/or nominees.
- R. Being aggrieved by and dissatisfied with said Judgement and order dated 13.02.2004, the revisional application (C. O.) No. 2699 of 2004 was filed by Jaswant Singh. In pursuance of Joint compromise petition in the revisional application (C. O.) No. 2699 of 2004, Order dated 13th September, 2006 passed by Hon'ble Justice Soumitra Sen that "
  - a) The Bank is directed to appropriate the said sum of Rs.2,44,46,015/- deposited by the Calcutta Infrastructure Infotech Projects Limited.
  - b) The other deposit made by the Mohan Ram Associates Private Limited shall be refunded by the Bank.
  - c) The Recovery Office of the Debt Recovery Tribunal is also directed to prepare a Sale Certificate in respect of the land in question being 16.56 acres of land situated at and being Premises No. 99, Motilal Gupta Road now known as 591, Motilal Gupta Road, P.S.- Thaskurpukur, Kolkata- 700 008 for the said amount in favour of Calcutta Infrastructure Infotech Projects Limited.
  - d) The Land Acquisition Collector is also directed to disclose to the Mohan Ram Associates Private Limited with regard to the details of land acquired by the State in respect of the said premises and the amount of compensation assessed for the same.

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A photocopy of the said Order dated 13th September, 2006 is annexed hereto and marked with letter "A" which has to be treated as a part of this Conveyance.

- S. By an Order dated 13th September, 2006 hereinafter called the "FINAL ORDER" whereby the Hon'ble Justice has made several directions as set forth hereinabove whereby the Learned Recovery Officer of the Debt Recovery Tribunal, Kolkata were directed to prepare a Sale Certificate in respect of the said Property and also directed the Learned Receiver to execute the Deed of Conveyance in favour of the Calcutta Infrastructure Infotech Projects Limited.
- In terms of the said Final Order, the Hon'ble Justice Soumitra Sen T. has directed the Learned Recovery Officer of the Learned Debt Recovery Tribunal (DRT), Kolkata to issue the Sale Certificate in respect of the said Property and accordingly the Sale Certificate was issued in favour of the Calcutta Infrastructure Infotech Projects Limited on 28th July, 2009, hereinafter referred to as the " SALE CERTIFICATE" for ALL THOSE piece and parcel of Land ( Danga, Pukur & Bagan) measuring more or less an area of 16.46 acres (987.60 Cottahs) alongwith the entire old and dilapidated buildings/ sheds/ structures/ labour quarters/cycle stands etc. standing thereon the said entire land situated at the Premises No.591 (Holding No. 99) Motilal Gupta Road, Police Station- Thakurpukur, Behala, Kolkata- 700 008 comprised in the various Dag Nos & Khatian Nos. under Mouza-Sayidpur, J. L. No. 12, within the jurisdiction of Kolkata Municipal Corporation Ward No. 122 District- South 24 Parganas morefully mentioned and described in the First Schedule thereto also hereunder written and hereinafter referred to as the "Said Property".

A copy of the Said Sale Certificate dated 28th July 2009 is annexed hereto and marked with Letter "B" which has to be treated as a part of this Conveyance.

U. The amended Sale Certificate was issued pursuant to an Order dated 27th August, 2009 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - 1. A copy of the said order dated 27th

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August, 2009 is annexed hereto and marked with Letter "C" which has to be treated as a part of this Conveyance

V. The Vendor is the Learned Receiver being appointed by the Learned Debts Recovery Tribunal (DRT), Kolkata and representing M/s. Electrical Industries Corporation and/or also authorized pursuant to the Order dated 13th September, 2006 passed by the Hon'ble High Court at Calcutta and competent and/or sufficiently entitled to convey and transfer the said Property, as herein morefully and particularly described in the First Schedule hereunder and the plan annexed hereto.

W. Upon the request of the Purchaser herein and in pursuance of the requisite Order of the Hon'ble High Court the Receiver agreed to execute this Indenture of Conveyance.

NOW THIS INDENTURE WITNESSETH In pursuance of the order dated 13th September, 2006 passed by the Hon'ble High Court at Calcutta interalia confirming the sale of the assets and properties comprises with the said property of the said company through the Recovery Officer in consideration of sum of Rs.2,44,46,015/- (Rupees Two Crore Forty Four Lakhs Forty Six Thousand Fifteen) only paid by the Purchaser. The vendor hereby sell, convey, grant, transfer and assign to the purchaser ALL THOSE piece and parcel of Land ( Danga, Pukur & Bagan) measuring more or less an area of 16.46 acres (987.60 Cottahs) alongwith the entire old and dilapidated buildings/ sheds/ structures/ labour quarters/cycle stands etc. standing thereon the said entire land situated at the Premises No.591 (Holding No. 99) Motilal Gupta Road, Police Station- Thakurpukur, Behala, Kolkata- 700 008 comprised in the various Dag Nos & Khatian Nos. under Mouza-Sayidpur, J. L. No. 12, within the jurisdiction of Kolkata Municipal Corporation Ward No. 122 District- South 24 Parganas morefully mentioned and described in the First Schedule thereto also hereunder written and hereinafter referred to as the said PROPERTY and TOGETHER WITH ALL THAT the Property alongwith sheds and structures OR HOWSOEVER OTHERWISE the said Property now are or is or at any time heretofore are or is situated butted bounded called known numbered described or distinguished AND TOGETHER WITH the right over all ways, paths,

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passages, boundary walls, drains, water courses light, liberties, rights, privileges, easements, advantages, appendages and appurtenances whatsoever to the said Property or any part thereof belonging or any wise appertaining to or usually held used occupied or reputed to belong or to the appurtenant thereto TOGETHER WITH the right for the Purchaser and its successor or successors in title owner or owners or occupier or occupiers for the time being of the said property hereby conveyed along the ways paths passages together with the right in the over or underneath the ways paths passages for lying water pipes, electric and telephone wires cables and poles gas pipes and all other cables and lines along with the edge of the ways passage and passages AND ALL estate right, title and interest claim and demand whatsoever of the Vendor of in and to the said property hereby granted, conveyed, transferred, assigned and assured and/or intended so to be together with the covenant that the Vendor shall unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced to the Purchaser or to its attorneys or agents before or at any trial examination or commission for inspection or otherwise as occasion shall require the title deeds more particularly described in the Second Schedule hereunder written in connection with the said lands and also shall at the like request and cost of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and un-cancelled AND TO HAVE AND TO HOLD the said property hereby granted, conveyed, transferred, assigned or assured to otherwise expressed or intended so to be made unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges, liens, lispendences, attachments, trusts, whatsoever or howsoever.

## AND THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-

A) That in terms of the said Final order dated 13th September, 2006 passed by the Hon'ble High court at Calcutta and the said Sale Certificate being issued by Learned Recovery Officer, Kolkata, DRT -1 in compliance of the said Final order, the vendor have

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already handed over the possession of the said Property to the Purchaser herein.

- B) That notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted, sold, conveyed, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use trust encumbrances or otherwise whatsoever to alter defeat encumber or make or to void the same.
- C) And that notwithstanding any act deed or thing whatsoever as aforesaid the Vendor now has good right full power and absolute authority to grant, convey, transfer, sell and assign all and singular the said property morefully mentioned and described in the First Schedule hereunder written hereby conveyed transferred or expressed so to be unto and in favour of the purchaser in the manner aforesaid.
- D) And that the said property hereby granted and conveyed or expressed so to be is now free from claims, demands, encumbrances, liens, attachments, leases, lispendens, debtor or trust made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate of or interest in the said property.
- E) And that the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said property or any part thereof under or in trust for the Vendor shall and will from time to time and at all times thereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds or things whatsoever for further better or more perfectly the said property and every part thereof unto and in favour of the Purchaser in manner aforesaid as shall or may be reasonably required.

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- F) And that the Purchaser shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendens, debuttar or trust claim and demands whatsoever created occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.
- G) And also that the Vendor had not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the said property hereby granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or effected in title or otherwise.
- H) That proved always and it hereby agreed that in each of the covenants herein contain the expression Vendor herein before used includes his representatives, administrators, successors—in-office and assigns and the expressions the purchaser herein before used includes its directors, administrators, representatives, successors-in-interest and assigns.

# THE FIRST SCHEDULE ABOVE REFERRED TO: (Description of the Property hereby sold)

ALL THOSE piece and parcel of Land (Danga, Pukur & Bagan) measuring more or less an area of 16.46 acres (987.60 Cottahs) alongwith the entire old and dilapidated buildings/ sheds/ structures/labour quarters/cycle stands etc. standing thereon the said entire land situated at the Premises No.591 (Holding No. 99) Motilal Gupta Road, Police Station- Thakurpukur, Behala, Kolkata- 700 008 comprised in the following Dag Nos & Khatian Nos. under Mouza- Sayidpur, J. L. No. 12, within the jurisdiction of Kolkata Municipal Corporation Ward No. 122 District- South 24 Parganas.

Khatian	Dag Nos.	Nature of Land	Area (In Acre)
Nos.			

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614	382 (1/4th Part)	Danga	0.29
	389 (1/4th Part)	Danga	0.06
626	390/664(1/4 <sup>th</sup>	Danga	0.03
020	Part) 391(1/4th Part)	Bagan	0.03
595	382 (1/4 <sup>th</sup> Part)	Danga	0.19
393	389 (1/4 <sup>th</sup> Part)	Danga	0.04
596	390/664(1/4 <sup>th</sup>	Danga	0.02
0,0	Part) 391(1/th Part)	Bagan	0.02
40	/ 395, 396	Danga & Pukur	0.75 /
268	386, 390	Danga	0.70 /
060	201/665 382/666	Bagan & Danga	2.64 /
105	/ 393, 392, 388, 393,718	Danga	9.39 /
263	/ 381, 381/662, 381/716	Danga	0.84
264	/ 380	Danga	0.54
613	/ 382 (1/3rd Part)	Danga	0.38
010	389 (1/3rd Part)	Danga	0.07
625	, 390/664(1/3 <sup>rd</sup>	Danga	0.03
020	Part) 391(1/3 <sup>rd</sup> Part)	Bagan	0.03
502	200 (1 /4th D. 4th	Danga	0.29
593	ann (1 (4th Pout)	Danga	0.05
594	390/664(1/4th	Danga	0.03
5 <del>94</del>	Part) 391(1/4 <sup>th</sup> Part)	Bagan	0.03
TOTAL:			16.46

## THE SECOND SCHEDULE ABOVE REFERRED TO:

 Original Copy of Indenture dated 11.01.1957 being No. 140 for the year 1957 executed between Madhu Sudan Saha and Electrical Industries Corporation.

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- 2. Original Copy of Indenture dated 18.01.1966 being No. 261 for the year 1966 executed between Atobar Rahaman and Electrical Industries Corporation.
- 3. Original Copy of Indenture dated 18.01.1966 being No. 271 for the year 1966 executed between Sm. Asrafanessa Bibee and Electrical Industries Corporation.
- 4. Original Copy of Indenture dated 22.01.1966 being No. 364 for the year 1966 executed between Sm. Baharanessa Bibee and Electrical Industries Corporation.
- 5. Original Copy of Indenture dated 31.01.1966 being No. 503 for the year 1966 executed between Munshi Mohammad Yusuf & Anr. and Electrical Industries Corporation.
- 6. Other documents relating to title.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the

VENDOR at Kolkata in the presence of :-

1. Pusta Laishor Advocan

6012 P.B. Road

Kaller - Toools

Cayabrata Base Ray

2 Shout Bhertis

AA-101 Prafullya Kanan (W) . Kestopur. Kolkala - 700101

SIGNED, SEALED AND DELIVERED by the

PURCHASER at/Kolkata in the presence of :-

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1. Pushpa Llisher. Advocate 60/2 P.B. Road Kolkate - 700041

CALCUTTA INFRASTRUC TINFOTECH PROJECT LIMITED

Director

### ( SIGNATURE OF THE PURCHASER )

2. Shruti Bhartiq

AA 101 Prafullya Kanan(w)

Kestopur, Kolkale 70010/

Drafted by :-

Chandrani Muchenjee

CHANDRANI MUKHERJEE

Advocate

9, Old Post Office Street

Kolkata- 700001

### RECEIPTS AND MEMO OF CONSIDERATION:

PURSUANT to the orders from time to time passed by the Hon'ble High court at Calcutta and the Learned Recovery Officer, Kolkata Debts Recovery Tribunal-1the sale of the assets and properties comprises within the Said Property of the said Company through the Receiver and in consideration of sum of Rs. 2,44,46,015/- (Rupees Two Crores Forty Four Lakhs Forty Six Thousand Fifteen) the purchaser herein had deposited the amount for the sum of Rs. 2,44,46,015/- (Rupees Two Crores Forty Four Lakhs Forty Six Thousand Fifteen) only with the Punjab National Bank in terms of the said orders passed by the Hon'ble High Court at Calcutta and the Learned Recovery Officer, Kolkata Debts Recovery Tribunal-1.

Gayabrata Ban Ray

J. BASU RAY

### Advocate

Receiver, appointed by the Learned Recovery Officer

Kolkata Debts Recovery Tribunal no-1

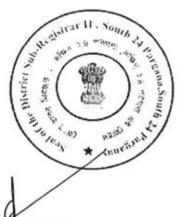
in Suit No. 12 of 1984 renumbered as Transfer Application (T.A.) No

17 of 1994 alongwith Recovery Proceeding (R.P.) No 05 of 2004

(Punjab National Bank-Vs- Electrical Industries Corporation & Ors).

### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 40 Page from 2303 to 2346 being No 11499 for the year 2010.



(Anima Sinha) 22-November-2010 DISTRICT SUB-REGISTRAR-II Office of the D.S.R.-II SOUTH 24-PARGANAS West Bengal

23/11/10