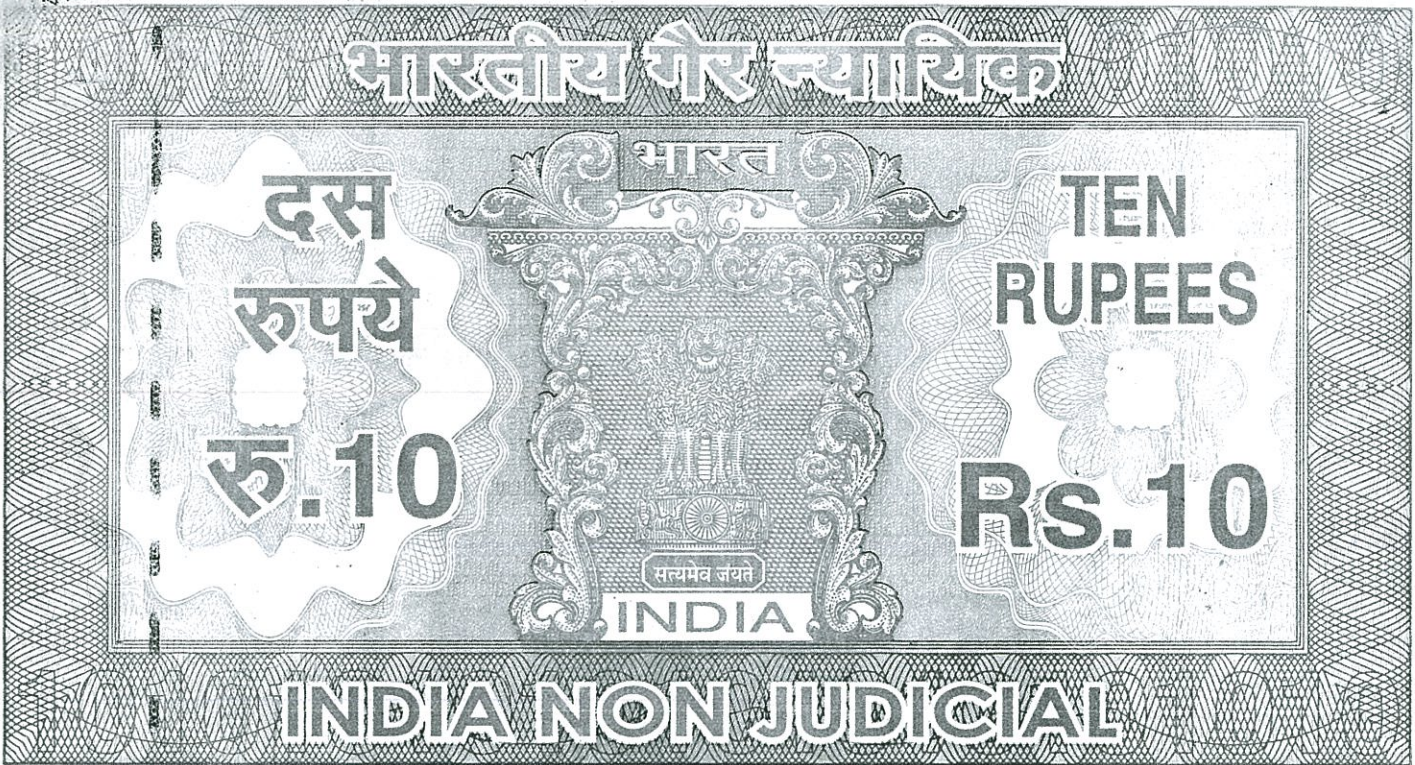


324/08

ANNEXURE A



1117 dt 17.3.08.

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

17AA 809295

~~324~~ 324 2008
 16.00
 17.00
 11.40
 44.40 P

Sec

Under Article 11 (1) & 12
 Under Article 13 (1)
 Value 4.00
 Value 20.00
 Total 44.40
 Copy Fee 68.40
 A. Mukherjee
 1119 dt 17/3/08
 S.S.
 17/3/08
 Record Keeper
 Registrar of Assurances
 Kolkata

195390

Serial No.....

Name.....

Address.....

71, Park Street, (Room No.-14)
Kolkata - 700 016

ALOKU GOPAL MANDAL
ADVOCATE
Reg. No. W/1933/81
Park Street, Kolkata

Date.....

29 DEC 2007

Licensed Stamp Vendor,
S. SARKAR



8

9799

I

324

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

D 021367

2548 / 2008
A-140048

B.D. No. 126165 dt 13/12/07

Rs. 94,85,000/-

SEI.....
Chq. No. 887260 dt 11/3/08
For Rs. 32300/- has been paid of
of stamp duty u/s. 41 13/3/08.

Deficit "A" Fees Rs. 5060
.....
on dt 13/3/08

THIS INDENTURE of sale deed made on the 13th day of December, 2007 between NATIONAL TEXTILE CORPORATION (WEST BENGAL, ASSAM, BIHAR & ORISSA) LIMITED a company incorporated under the Companies Act, 1956 having its Registered Office at Premises

34250
54 100
3507

23534

Sold to... *Pyramid Enclave Pvt Ltd*
 Address... *2/5 S.B.B. Circle*
 Date... *5-30 PM* 10 DEC 2007
 Value... *(67)*
 S. V. High Court A.S.

13

Ashok Sarda
Ashok Sarda one of the
Sarantant



2672

ADDS Register of Documents

10 DEC 2007

PYRAMID ENCLAVE PVT. LTD.

Ashok Sarda
Director



2673

S. DE SARKAR

S. De Sarkar
General Manager (Technical)
NTC (WBABO) Limited

Ashok Sarda Director
Pyramid Enclave Pvt
2/5
S. De Sarkar
General Manager
(Technical) NTC
(WBABO) Ltd
Alto of 60.80
Street Kaly

Santosh Kumar
Kanodia
Adm coti
High court
Calcutta

Identified by me

S. K. Kanodia

S. K. Kanodia
Advocate

No. 7, Jawaharlal Nehru Road, Kolkata - 700 013 hereinafter referred to as the VENDOR (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 ONE PART

AND

PYRAMID ENCLAVE PVT. LTD. a company incorporated under the Companies Act, 1956 and having its Registered Office at 2/5, Sarat Bose Road, Unit No. 3B, 3rd Floor, Kolkata - 700 020, 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.

WHEREAS, National Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited had by means of nationalization under the Sick Textiles Undertaking (Nationalisation Act), 1974 had acquired the custody and ownership of the mill estate which was commonly known as **Rampooria Cotton Mills, Mahesh, Serampore, Dist Hooghly, West Bengal** which included the land being All that the piece and parcel of land containing an area of **24.294 Acres** (more or less) situate lying at and being municipal Premises nos. 29, 30 and 31, Kanailal Goswami Sarani, Ward No. 16, Under Serampore Municipality comprised in the following L.R. Dag Nos., Mouza : Mahesh ; P.S. Serampore, J.L. : 15, Khatian No. 6559, P.O. Serampore, District : Hooghly. West Bengal.

Sl. No.	L.R. Dag No.	Area (Acres)
1	2501	0.115
2	2502	0.574
3	2503	0.367
4	2504	0.370
5.	2528	0.014
6.	2573	0.041
7.	2574	0.145
8.	2575	1.425
9.	2576	0.204
10.	2577	0.632
11.	2578	0.201
12.	2579	0.223
13.	2580	0.441
14.	2581	0.341
15.	2582	0.371
16.	2583	0.224
17.	2584	0.403
18.	2585	0.061
19.	2586	0.094
20.	2587	0.008
21.	2588	0.122
22.	2589	0.082
23.	2590	0.020
24.	2591	0.012
25.	2592	0.042
26.	2593	0.030
27.	2594	0.060
28.	2595	0.155
29.	2596	0.145
30.	2597	2.242
31.	2598	0.295
32.	2599	0.058
33.	2600	0.011.
34.	2601	0.398
35.	2602	0.022
36.	2603	1.970
37.	2604	0.418
38.	2605	0.066
39.	2607	0.025
40.	2608	0.027
41.	2609	0.065
42.	2610	0.597
43.	2611	0.112
44.	2612	0.063

45.	2614	0.047
46.	2615	0.210
47.	2616	0.516
48.	2617	0.282
49.	2618	0.038
50.	2619	0.212
51.	2620	0.372
52.	2621	4.867
53.	2622	0.138
54.	2623	0.101
55.	2624	0.093
56.	2625	0.612
57.	2626	0.882
58.	2627	0.212
59.	2628	0.460
60.	2629	0.007
61.	2631	0.166
62.	2642	0.040
63.	2643	1.748
Total		24.294

And the 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.

AND WHEREAS the said land has been duly mutated with the Serampore Municipality and having municipal premises Nos. 29, 30 and 31, Kanailal Goswami Sarani, Ward No. 16, Serampore.

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 the 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. 13,55,00,000/- (Rupees Thirteen crores and fifty 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. 3,38,75,000/- (Rupees three crores thirty eight lacs seventy five thousand only) as 1st installment.

AND WHEREAS the Purchaser has also paid the balance consideration of Rs. 10,16,25,000/- (Rupees ten crores sixteen lacs twenty five thousand only) 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 interest upto the date of payment i.e, upto 05.12.2007 being a sum of Rs. 18,76,860/- (Rupees eighteen lacs seventy six thousand eight hundred and sixty only) and has simultaneously with the execution of these presents duly paid the said interest which does not form part of the sale consideration for the purpose of payment of stamp duty.

AND WHEREAS the Vendor has offered to sell and the Purchaser has agreed to purchase on as is where is and as is what is.

basis All That the said land at and for the consideration of a sum of Rs. 13,55,00,000/- (Rupees Thirteen crores and fifty five lacs only).

NOW THIS INDENTURE OF SALE WITNESSETH AS UNDER:

That in pursuance of the said agreement and in consideration of the said sum of **Rs. 13,55,00,000/- (Rupees thirteen crores fifty 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 piece and parcel of land containing an area of **24.294 Acres** (more or less) situate lying at and being Municipal Premises nos. **29, 30 and 31, Kanailal Goswami Sarani, (Ward No. 16, Under Serampore Municipality) Serampore,** comprised in the following **L.R. Dag Nos. Mouza : Mahesh , P.S. Serampore, J.L. : 15, Khatian No. 6559, P.O. Serampore, District Hooghly, West Bengal.**

Sl. No.	L.R. Dag No.	Area (Acres)
1	2501	0.115
2	2502	0.574
3	2503	0.367
4	2504	0.370
5.	2528	0.014
6.	2573	0.041
7.	2574	0.145
8.	2575	1.425
9.	2576	0.204
10.	2577	0.632
11.	2578	0.201
12.	2579	0.223
13.	2580	0.441
14.	2581	0.341

15.	2582	0.371
16.	2583	0.224
17.	2584	0.403
18.	2585	0.061
19.	2586	0.094
20.	2587	0.008
21.	2588	0.122
22.	2589	0.082
23.	2590	0.020
24.	2591	0.012
25.	2592	0.042
26.	2593	0.030
27.	2594	0.060
28.	2595	0.155
29.	2596	0.145
30.	2597	2.242
31.	2598	0.295
32.	2599	0.058
33.	2600	0.011
34.	2601	0.398
35.	2602	0.022
36.	2603	1.970
37.	2604	0.418
38.	2605	0.066
39.	2607	0.025
40.	2608	0.027
41.	2609	0.065
42.	2610	0.597
43.	2611	0.112
44.	2612	0.063
45.	2614	0.047
46.	2615	0.210
47.	2616	0.516
48.	2617	0.282
49.	2618	0.038
50.	2619	0.212
51.	2620	0.372
52.	2621	4.867
53.	2622	0.138
54.	2623	0.101
55.	2624	0.093
56.	2625	0.612
57.	2626	0.882
58.	2627	0.212
59.	2628	0.460
60.	2629	0.007

61.	2631	0.166
62.	2642	0.040
63.	2643	1.748
Total		24.294

Together with building fixtures etc. with all the estate, rights, title and interest of the Vendor herein together with all other right, 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 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 and delineated in the plan attached hereto and coloured **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 upto and including the date of these presents and further covenant that should any rates, taxes, dues and duties be found payable upto date, the same shall and will be paid by the Vendor.

AND the Vendor doth hereby covenant with the said Purchaser that the Vendor has a good right, title, interest and full power to grant, covey 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 coloured **RED** thereon in the manner aforesaid and that the said property is free from all encumbrances, claims, demands and other court attachments 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. 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 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 repass with or without vehicles of all descriptions (including mechanically propelled vehicles) laden or unladen 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, lastly 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.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land containing an area of **24.294 Acres** (more or loss) situate lying at and being Municipal Premises, nos. 29, 30,31, Kanailal Goswami Sarani, under ward No. 16 of the Serampore Municipality comprised in the following L.R. Dag Nos. Mouza : Mahesh, P.S. Serampore, J.L. : 15, Khatian No. 6559, P.O. Serampore, District Hoogly, West Bengal.

Sl. No.	L.R. Dag No.	Area (Acres)
1	2501	0.115
2	2502	0.574
3	2503	0.367
4	2504	0.370

5.	2528	0.014
6.	2573	0.041
7.	2574	0.145
8.	2575	1.425
9.	2576	0.204
10.	2577	0.632
11.	2578	0.201
12.	2579	0.223
13.	2580	0.441
14.	2581	0.341
15.	2582	0.371
16.	2583	0.224
17.	2584	0.403
18.	2585	0.061
19.	2586	0.094
20.	2587	0.008
21.	2588	0.122
22.	2589	0.082
23.	2590	0.020
24.	2591	0.012
25.	2592	0.042
26.	2593	0.030
27.	2594	0.060

28.	2595	0.155
29.	2596	0.145
30.	2597	2.242
31.	2598	0.295
32.	2599	0.058
33.	2600	0.011
34.	2601	0.398
35.	2602	0.022
36.	2603	1.970
37.	2604	0.418
38.	2605	0.066
39.	2607	0.025
40.	2608	0.027
41.	2609	0.065
42.	2610	0.597
43.	2611	0.112
44.	2612	0.063
45.	2614	0.047
46.	2615	0.210
47.	2616	0.516
48.	2617	0.282
49.	2618	0.038
50.	2619	0.212

51.	2620	0.372
52.	2621	4.867
53.	2622	0.138
54.	2623	0.101
55.	2624	0.093
56.	2625	0.612
57.	2626	0.882
58.	2627	0.212
59.	2628	0.460
60.	2629	0.007
61.	2631	0.166
62.	2642	0.040
63.	2643	1.748
Total		24.294

Butted and bounded in the manner following that is to say:-

On the North: By private land

On the South: By Kanailal Goswami Sarani

On the East: Partly by private land and partly by Kanailal
Goswami Sarani

On the West: By Kanailal Goswami Sarani

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

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

SIGNED SEALED AND DELIVERED

By the **VENDOR** at Kolkata and the **COMMON SEAL of the VENDOR** has been affixed in the presence of Mr. Amitava Banerjee and Mr. G. M. Dutta two of its Directors and Mr. _____ its Secretary who have been so authorized by a resolution of the Board of Directors of the Vendor dated 17-07- 2007 and who have also signed and executed these presents at Kolkata in the presence of :-

1. A Banerjee
6, J. L. Nehru Road,
Kolkata-700013

2. Ganmohan Dutta
6, J. L. Rd,
Kol - 13

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

1. Jee Jee
C K Banerjee
Advocate, High Court Calcutta.

2. Susmita or Susmita
101 Park Street WL

S. DE SARKAR

S. De Sarkar
General Manager (Technical)
NTC ~~(India)~~, Limited

PYRAMID ENCLAVE PVT. LTD.

Ashok Sarkar
Director

MEMO OF CONSIDERATION

RECEIVED of and from the within- named Purchaser the within mentioned sum of Rs. 13,55,00,000/- (Rupees thirteen crores fifty five lacs only) being the full consideration money as per Memo below.

SL. No.	Bankers Cheques/ Cheques No.	Cheque Date	Amount
1.	135465	05/09/2007	3,38,75,000.00
2.	211418	29/11/2007	1,00,00,000.00
3.	211419	29/11/2007	1,00,00,000.00
4.	211420	29/11/2007	1,00,00,000.00
5.	211421	29/11/2007	1,00,00,000.00
6.	211422	29/11/2007	70,00,000.00
7.	211423	29/11/2007	20,00,000.00
8.	211424	29/11/2007	10,00,000.00
9.	211427	30/11/2007	1,00,00,000.00
10.	211435	30/11/2007	1,00,00,000.00
11.	211429	30/11/2007	1,00,00,000.00
12.	211430	30/11/2007	1,00,00,000.00
13.	211431	30/11/2007	30,00,000.00
14.	211432	30/11/2007	20,00,000.00
15.	211436	03/12/2007	66,25,000.00
Total Amount			13,55,00,000.00

(RUPEES THIRTEEN CRORES AND FIFTY FIVE LACS ONLY)

All cheques are drawn on Indian Bank, Sarat Bose Road Branch, Kolkata.

VENDOR

Witnesses:

1. *Adanayee*
6, J.L. Nehru Road,
Kolkata - 700013
2. *Gen Mohen Sulta*
6, J.M. Rd,
Kol - 13




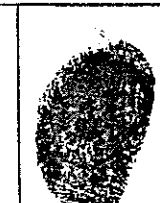


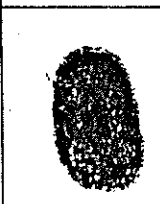
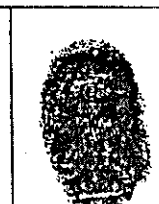
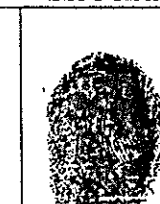

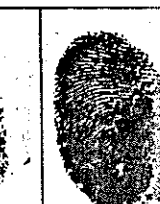


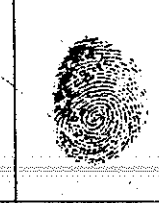
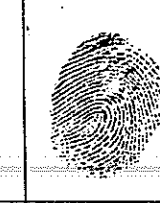

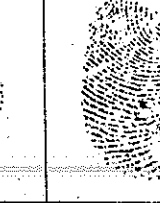
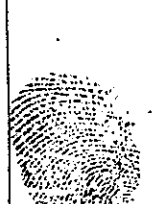
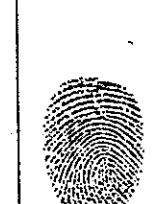


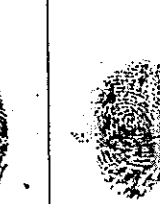
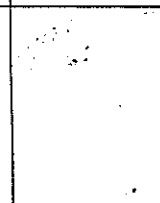
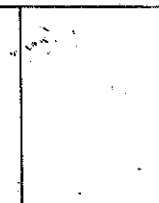
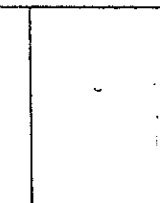
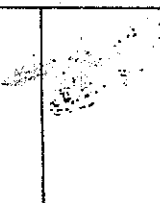
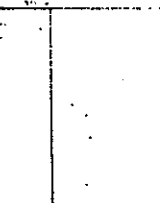
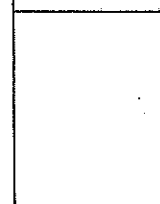
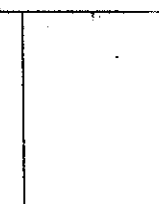

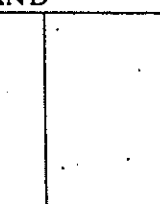
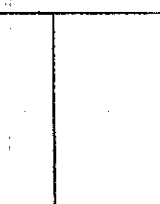
Drafted by me.

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

S. DE SARKAR

S. De Sarkar
General Manager (Technical)
NTC ~~India~~ Limited

SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the executant and/or purchaser / presentant					
1.						
		LITTLE	RING	MIDDLE	FORE	THUMB
		LEFT HAND				
						
		THUMB	FORE	MIDDLE	RING	LITTLE
		RIGHT HAND				
2.						
		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				

DEFINITIONS

For the purposes of the Sale Deed the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1. NTC (WBAB&O) Ltd. shall mean National Textile Corporation (WBABO) Ltd. on whose behalf Managing Director or any officer authorized by him shall execute and sign the correspondence and documentation.
2. Vendor means NTC (WBAB&O) Ltd.
3. "The Competent Authority" shall mean the ASSET SALE COMMITTEE, or any officer authorized by the ASSET SALE COMMITTEE.
4. "The Tenderer" shall mean the individual, Proprietary Firm, Partnership Firm, Joint Venture Company, Company/ Entrepreneur or Consortium who purchases the tender documents and submits its tender and the legal successors of such company but not any assignee of such company.
5. "The Purchaser" shall mean a tenderer whose tender has been accepted by the Competent Authority and to whom a written communication has been sent.
6. "The Property" shall mean the land of **Rampooria Cotton Mills, Mouza Mahesh, Serampore, Dist. - Hooghly**, West Bengal, more specifically described in the tender documents.
7. "The Tender" shall mean the bid of the tenderer accepted by the Competent Authority.

2012/11/10/11/11

Book No. _____
Volume No. _____
Page No. _____
Date of _____

DATED THIS THE 13th DAY OF DECEMBER, 2007

BETWEEN



**NATIONAL TEXTILE CORPORATION
(WEST BENGAL, ASSAM, BIHAR
AND ORISSA) LIMITED**

- VENDOR

AND

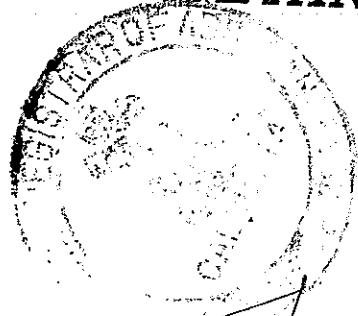
PYRAMID ENCLAVE PVT. LTD.

Additional Registrar of Assurance
Kolkata

- PURCHASER



CONVEYANCE



Registrar of Assam
Kolkata

13 DEC 2007

KANODIA & CO.,
Solicitors & Advocates,
6, Old Post Office Street,
Temple Chambers, 4th Floor,
KOLKATA - 700001.

Off: 22109532/22307298
Fax: 22480035
Res.: 26550151/7108
[Y178CON1]