

West Bengal Form No. 1504

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IGR

408848

৫২ ধারার (খ) নফাযত রসিদ

ক্রমিক নং _____ ২০ _____ সালের _____ নং

দলিলের নম্বর _____

বহির নম্বর _____

দলিল _____ এর দিকট হইতে প্রাপ্ত

_____ এর দ্বারা _____

কি প্রকারের দলিল _____ এর অন্তর্ভুক্তি সম্পাদিত।

দলিলে লিখিত সম্পত্তির মূল্য _____

ফী জালিকার দফা _____

ফী, দলিল ফেরত হইবার জন্য সম্ভবতঃ যে তারিখে প্রেরিত থাকিবে।

তারিখ _____ ২০ _____ সাল

রেজিস্ট্রার/সাব-রেজিস্ট্রার

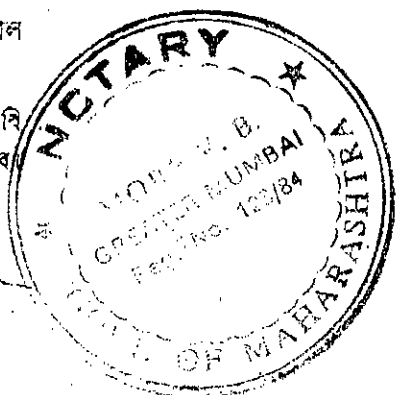
এই রসিদখানি উপস্থিত করিলে দলিল ফেরত দেওয়া হইবে।

উইল ছাড়া অপরাপর দলিল না-দাবি অবস্থায় রেজিস্ট্রারি অফিসে দুই বৎসরের অধিককাল পড়িয়া থাকিলে তাহা অহিনানুসারে ধ্বংস করিয়া ফেলা যাইতে পারিবে।

রেজিস্ট্রারি সম্পূর্ণ হইবার পর একমাসের অধিককাল কোন দলিল বা আমমোক্তারনামা দাবি করা না হইলে, প্রতি মাসের বা তাহার কোন অংশের জন্য অতিরিক্ত পঞ্চাশ পয়সা ফী দিতে হইবে প্রত্যেক স্থানেই ঐ ফী উর্ধ্বসংখ্যায় কুড়ি টাকা পর্যন্ত হইতে পারিবে।

B.P., Calcutta 700 011

Handwritten signature



TO, SANSEEV BHAI
IGR OF KOLKATA OFFICE

PAWAN

Kolkata Office

ORIGINAL SENT
TO PAWAN MUKTA
ON 30/5/07
IGR receipt

West Bengal Form No. 1504

IGR

৫২ ধারার (খ) নফামত রসিদ

408846

ক্রমিক নং _____ ২০ _____ সালের _____ T _____ নং

দলিলের নম্বর _____

বহির নম্বর _____

দলিল _____ *Baller ground* এর নিকট হইতে গ্রহণ
 _____ এর দ্বারা
 _____ এর অনুমোদনে সম্পাদিত।

কি প্রকারের দলিল _____

দলিলে লিখিত সম্পত্তির মূল্য _____ 24343

ফী অতিকার দফা _____ 24343

ফী, _____

দলিল ফেরত হইবার জন্য সম্ভবতঃ যে তারিখে
 প্রেরণ থাকিবে। _____

তারিখ _____ ২০ _____ সাল _____

রেজিস্ট্রার/সাব-রেজিস্ট্রার

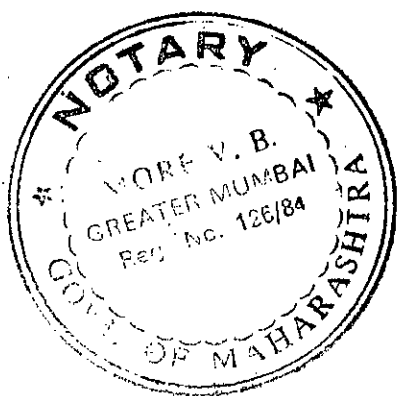
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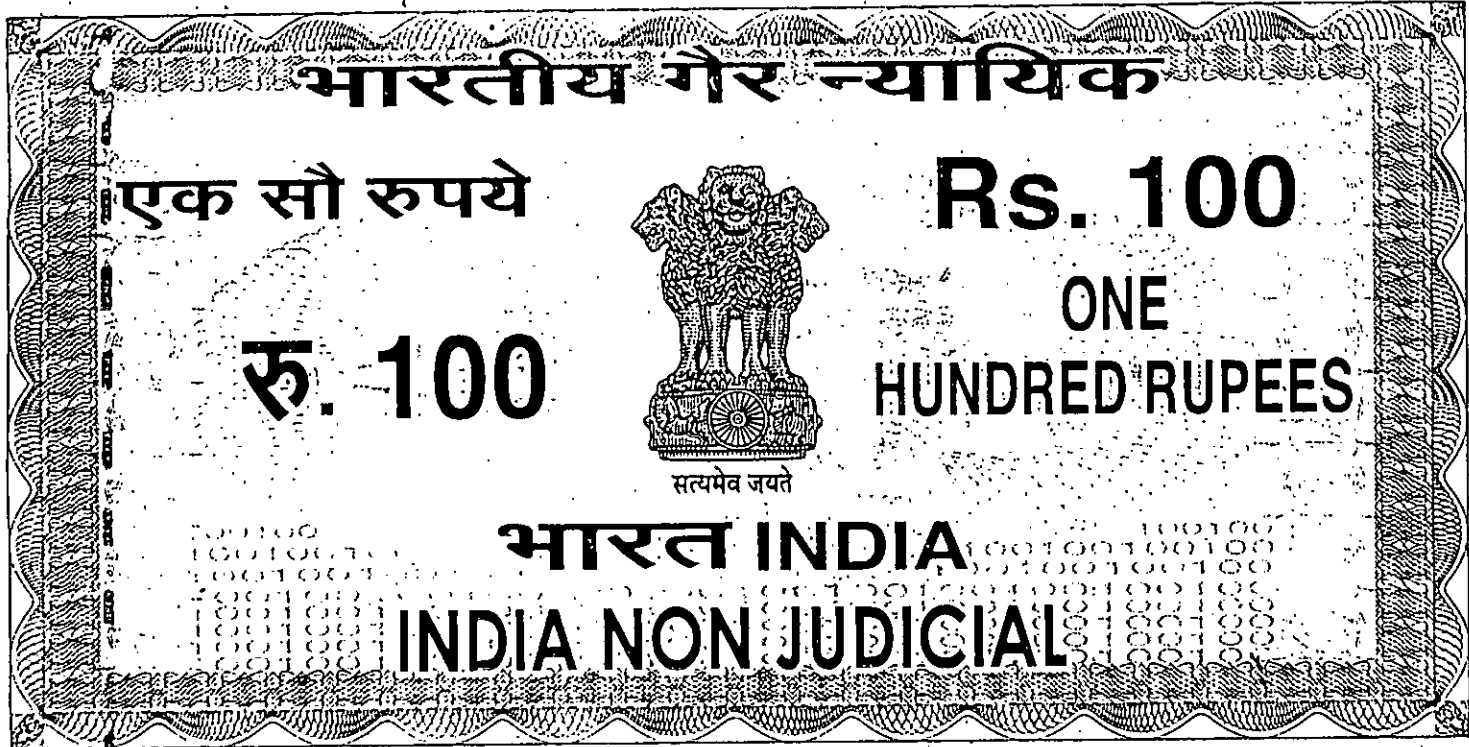
B.P., Calcutta *Mr. Ananta Kumar Chatterjee*

Ananta Kumar Chatterjee



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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

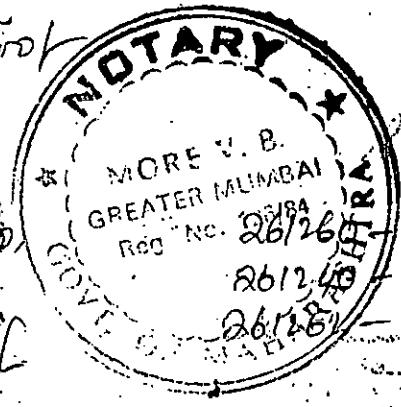
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M.V. 60,59,000/-

1-20
11/5



REGISTRATION NO. 734125-261310
 261307
 14/5/07
 75000x2 + 60450/-



100
 82/100
 9/5 - 45000/-
 8/5 - 45000/-
 9/5 - 49500/-

CONVEYANCE

1. Nature of Document: Deed of Sale

Official 'A' Form of No. 20295/-

Parties: Collectively the following

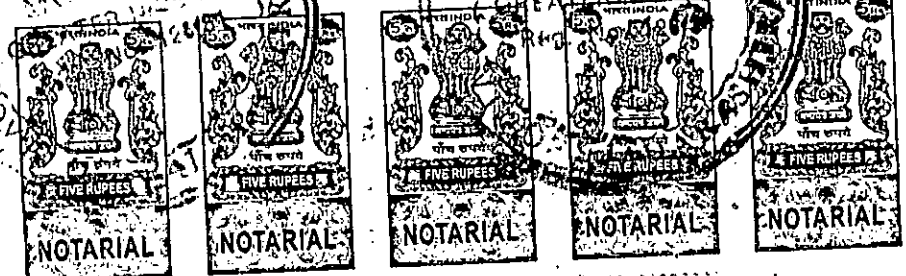
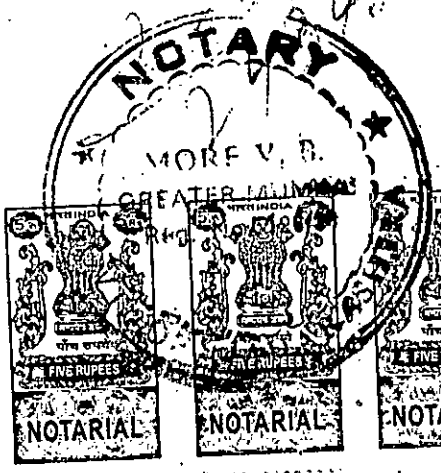
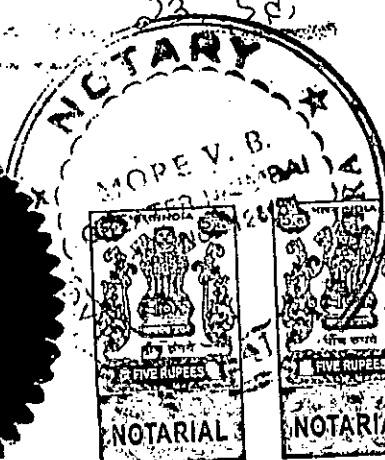
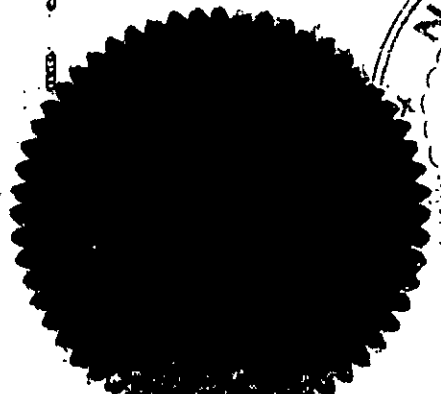
subsequently recorded by

Date: 11.5.2007

Case No. of the Register 10/10

3.1. Vendor: M/S. PODDAR UDYOG LTD, a company incorporated under the Companies Act, 1956 and having its Registered office at Hongkong House at 31, B.B.D. Bag (South), in the town of Kolkata of the One Part;

A - 24343 -
 E - 7 - 13
 243507 - 1843



3.2. **Purchaser:** Shree N.M. Electricals Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at 45/47, Lohar Chawal Mumbai-400002 of the Other Part;

3.3. The terms "Vendor" and "Purchaser" shall mean and include their respective successors in interest.

4. **SUBJECT MATTER OF SALE:** All That the office space measuring super built up area of 738 Square Feet situated on the 2nd floor of the building "Poddar Court" ("the Building") at 18, Rabindra Sarani, Kolkata, delineated in 'RED' in the annexed Plan (the "Premises") *Together with* undivided, proportionate and indivisible share or right in the land comprised in the Premises and also the right to use the common portions of the Building, described in Schedule-D appurtenant to the space ("the Common Portions") (hereinafter collectively referred to as the "Space") and described in Schedule-C hereunder *Together with* the right to enjoy the easements described in Schedule-E in favour of the Purchaser and the Vendor and/or the other unit owners at the Building.

5. **BACKGROUND:**

5.1. The Vendor is the sole and absolute owner of the Space. The devolution of title of the Vendor to the Premises is mentioned in Schedule-A hereto.

5.2. The Vendor has represented to the Purchaser that the Space is free from all encumbrances, attachment, lispendens, tenancies, thika tenancies, trust, liabilities and/or other agreements relating to it and that there is no restrain order by any Court of Law nor any other impediment of any nature for the Vendor to sell the Space.

5.3. The Purchaser offered to purchase the Space and the Vendor having accepted such offer, this Deed is now being executed to give effect to the transfer of the Space by the Vendor to the Purchaser.



6. NOW THIS DEED WITNESSES

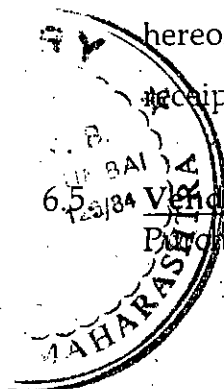
6.1. Transfer: At and for the consideration mentioned in Clause 6.2, the Vendor do hereby grant, sell, and convey to the Purchaser the Space, free from all encumbrances, which the Purchaser shall have and hold absolutely and forever hereafter. The Purchaser covenants to comply with and / or observe the easements, quasi-easements, covenants, rights and obligations incidental to the sale of the Space as mentioned herein, and such of these that will be applicable, shall run with the Space in perpetuity.

6.2. Consideration: This sale and transfer of the Space is being made by the Vendor at and for the consideration of Rs.22,14,000/- (Rupees Twenty Two Lacs Fourteen Thousand) only, the entirety of which has been paid by the Purchaser to the Vendor at or before execution hereof, the receipt whereof the Vendor hereby and by the receipt and Memo of consideration below, admits and acknowledges and hereby acquits and releases the Purchaser of and from the consideration, the Space and every part or portion thereof.

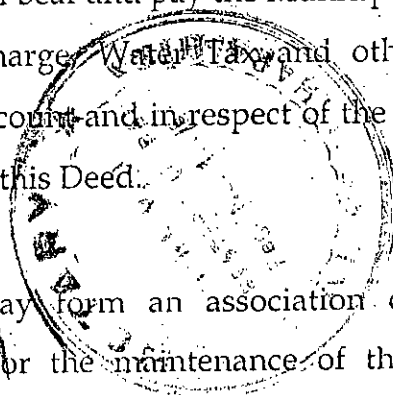
6.3. Sale: The transfer being effected by this Deed is a sale of the Space to the Purchaser, within the meaning of the Transfer of Property Act, 1882.

6.4. Possession: Vacant and peaceful possession of the Space has been handed over by the Vendor to the Purchaser at or before execution hereof, which the Purchaser hereby admits, acknowledges and receipts.

6.5. Vendor's Covenants: The Vendor hereby covenants with the Purchaser that:



- 6.5.1. The Vendor is seized and possessed of or otherwise well and sufficiently entitled to the Space hereby sold;
- 6.5.2. The Vendor has good right, full power and absolute authority to sell, transfer and convey the Space to the Purchaser free from all encumbrances, liens, attachments, whatsoever;
- 6.5.3. The Purchaser shall hereafter peaceably and quietly have hold, possess and enjoy the Space without any obstruction, hindrance, eviction, claims or demands whatsoever from or by the Vendor or any person or persons claiming through, under or in trust for the Vendor;
- 6.5.4. The Vendor in future shall at the request and cost of the purchaser, execute such and all other deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Space or more effectually transferring the space to the Purchaser;
- 6.5.5. The Vendor shall bear and pay the Municipal Corporation taxes, Municipal surcharge, ~~Water Tax~~ and other rates, taxes and outgoings on account and in respect of the Space for the period upto the date of this Deed.
- 6.5.6. The Vendor may form an association or a company (the "Association") for the maintenance of the Building and the common portions as also for discharging the obligations and exercising the rights of the Vendor hereunder. Upon formation of the Association, the amounts of all deposits hereunder shall be transferred by the Vendor to the Association after deducting there from all outstanding dues receivable from the Purchaser, if any;



6.5.7. The Vendor or the Association upon its formation, shall frame the rules and regulations for the common user of the common portions (the "Common Rules"). The Common Rules may be amended from time to time as be deemed reasonable by the Vendor or the Association in the common interest of all who are in occupation/ possession of various areas in the premises. The Purchaser shall be bound to follow such common rules and any violation thereof shall entitle the Vendor or the Association to claim damages and to restrict the Purchaser from using any of the Common portions of the building or enjoying any of the Common Utilities.

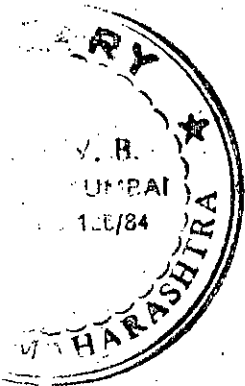
6.5.8. Instead of forming the Association, the Vendor may nominate any person/agency for discharging its obligations and exercising its rights hereunder in which case the Purchaser shall pay the Electricity Charges, and the Maintenance Charges to such nominee;

6.6. Covenants of the Purchaser: The Purchaser shall-

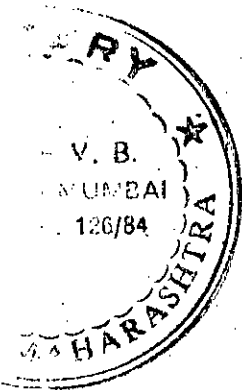
6.6.1. User: Use the Space for office purposes related activities and not for residential and other non-commercial purposes and not allow any person to reside in any of the common areas or Common portions of the building.

6.6.2. User Hours: Use the Space between 9 A.M. to 7 P.M.

6.6.3. Mutation: Have the Space separately mutated in its name in all applicable statutory records including those of the Kolkata Municipal Corporation;

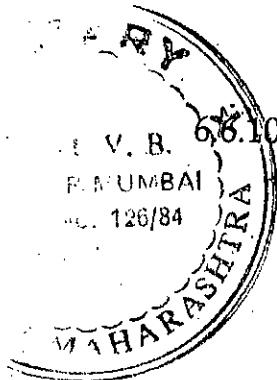


- 6.6.4. **Rates & Taxes:** Pay to the Vendor proportionate share of all Municipal Rates, Taxes and other levies present and future (owners & occupiers share) Municipal Surcharges etc, till such mutation and/or separate assessment. In case of any increment in taxes the Purchaser shall bear and pay the increased tax amount proportionately (the term "*proportionately*" wherever used shall mean the proportion of the area of the Space bears to the areas of all other spaces in the Building).
- 6.6.5. **Maintenance Charges:** Bear and pay to the Vendor the maintenance charges and other outgoings payable at Rs. 1476/- only per month along with the prevailing taxes, duties and levies for the Space, which will be liable to increase as and when necessary. The Purchaser will also be liable to pay the proportionate share of Electricity Charges for the Common portions of the building and the common utilities. The said maintenance charges shall be paid punctually and regularly by the 10th of every month.
- 6.6.6. **Maintenance Deposit:** At or before execution hereof, deposit with the Vendor an interest free amount of Rs. 4428/- towards payment of Maintenance Charges;
- 6.6.7. **Electricity Deposit:** Pay a deposit of Rs.5,000/- (Five Thousand) only to the Vendor for supply of Electricity at the premises. To obtain power at the premises, the Vendor has paid a security deposit to the CESC Ltd., the present electric energy supplier to the Building (the "Energy Supplier"). Once the load required by the Purchaser is determined, the Purchaser will pay the proportionate share of the Security Deposit to the Vendor on the term that such security deposit shall carry interest at the same rate at which it is payable by the Energy Supplier. In the event the



Purchaser requires additional power than (what he has been allotted) the demised Power (the "Additional Power") or the Energy deposit is increased (the "Increased Deposit") by the Energy Supplier for any reason whatsoever, the Purchaser shall be liable to pay to the Vendor towards the Electricity Deposit which will be entirety of the amount required for the Additional Power and proportionate amount for the increased deposit, as the case may be. In case of Additional Power, besides the payment for Additional Power, the Purchaser shall bear all other related costs for providing the Additional Power including, but not restricted to, cabling;

- 6.6.8. Electricity Charges: Bear and pay to the Vendor the electricity charges consumed at the Space along with proportionate minimum charges levied by the Energy Supplier, if any, and all the then applicable duties, taxes and levies, within 4 (four) days of receiving of the bills from the Vendor;
- 6.6.9. Electricity Charge Deposit: Keep deposited with the Vendor an interest free amount towards payment of Electricity Charges, once the load required by the Purchaser is determined. This amount shall be fixed based on the assumed electric consumption at the space for 2 (two) months. The Electricity Charge Deposit will be reviewed every three months and may be increased based on the actual electric consumption at the space over the immediate preceding 3 (three) months;
- 6.6.10. Repairs: Pay its proportionate share as per the area under occupation for any expenditure of capital nature or for any major repairs/maintenance of the Building which includes repairing, plastering and painting of all the outer walls of the Building, common passages, staircase, boundary walls, repairs and replacement of water tanks, motor pumps, water pipes,



sewerage/drainage pipes, electric mains and service lines, lift equipments or any other new equipment installed and required for the Building etc. to the Vendor or the Association or to their authorised agents as and when becomes necessary and/or essential in the interest of the Building as a whole. The Purchaser shall be given prior intimation regarding the estimates of the expenses to be incurred;

6.6.11. Good order and condition: Maintain and keep the Space in good and habitable condition and not make any such additions or alterations therein which may create any hindrance or damage to the structural design and stability of the building or the other co-owners of the Building. The Purchaser shall maintain the Space at its own cost in good and tenable condition from the date of execution hereof and shall not do or suffer to be done anything in or to the Building which may be against the rules, regulation or bye-laws or concerned local or any other authority in which the premises itself or any part thereof;

6.6.12. Ensure abidance of covenants by its employees: Ensure that all its employees strictly abide by the Common Rules. The Purchaser shall be fully responsible and liable for all acts of omission or commission of its employees;

6.6.13. Use of waste bins: Throw all refuse, rubbish, scrap, tins, bottles, boxes, containers of all kinds and articles to be disposed off into the bins, receptacles or containers to be provided thereof;

6.6.14. Compliance with Rules and Regulations: Perform and observe and ensure that all its agents, invitees and licensees perform and observe all the Rules for common user, which may be framed by the Vendor or the Association from time to time;



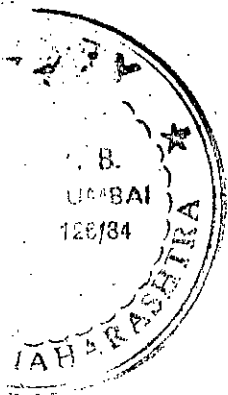
- 6.6.15. Usage of Common Areas: Use the Common portions of the building in accordance with the Common Rules;
- 6.6.16. Passage of Utilities: Have the right of passage for cables, wires and conduits for supply of electricity, telephone, Fax, Internet connections at the Space.
- 6.6.17. Security guards: Be entitled to keep its own security guards for maintenance of computers/servers and safety of the Space and also other employees during night;

6.7. The Purchaser shall not:

- 6.7.1. Nuisance: Do allow or cause to be done anything within or in the vicinity of the Space or the Premises, which may cause nuisance or annoyance to the other occupiers;
- 6.7.2. Storage or hazardous goods: Store or bring or allow to be stored and brought in the Space any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structure of the Building;
- 6.7.3. Bar to obstruction: Block up, darken, obstruct or obscure any of the light of the Building and shall not cover or obstruct any ventilating shafts or inlets or outlets;
- 6.7.4. Insurance of Building: Permit or suffered to be done anything whereby the policy or policies of insurance against loss or damage by fire or other risks on the building and/or the Space, as made known by the Vendor to the Purchaser, may be rendered void or voidable;



- 6.7.5. Bar on affixation: Put up any name places, letter Boxes or Neon-sign Boards in the common areas or on the outside of the building walls save and except at the places approved and provided by the Vendor. However, nothing contained herein shall prevent the Purchaser to put up nameplates outside the main gate of the Space and also letterbox on the ground floor, where Letter Boxes of other occupants are existing;
- 6.7.6. Unpacking of Goods: Place or leave outside the Space any packages, boxes or crates of any description or parcels of goods or articles or any containers of any description;
- 6.7.7. Use of lifts: Place or take into the lifts, without the prior approval of the Vendor/Association any baggage, furniture, heavy articles or other goods;
- 6.7.8. Obstruction: Do any act deed or thing whereby the rights of any of the other occupiers of the Premises is interfered or obstructed and shall do all acts deeds and things for the purpose of maintaining decency of the Premises;
- 6.7.9. Use of car parking: Use the car parking spaces, if any, for any other purpose but for parking of cars nor shall make any construction of whatsoever nature thereat;
- 6.7.10. Elevation: Change the outer elevation of the Building in any manner whatsoever;
- 6.7.11. Parking and other common areas: Claim any right or interest in any portion of the premises, except the Space and for ingress and egress through the common areas and/or passages;



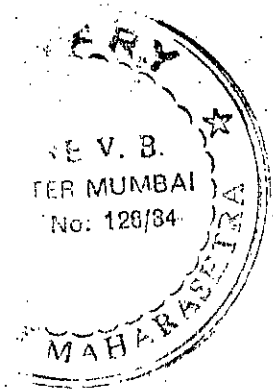
6.7.12. **Air Conditioner:** Install any air-conditioner, except in the approved places.

6.7.13. **Alterations and additions:** Make any additional alteration within the Space save that the Purchaser may erect, fix or set up such fixtures, which are of temporary nature, easily dismantable and will not in any manner whatsoever cause any damage to the Building and, in the event any such construction is made, the Purchaser shall at its own cost obtain prior permission from appropriate authorities for the same.

6.8. **Mutual Covenants:** The Vendor and the Purchaser covenant with each other as follows:

6.8.1. **Utilities:** The Purchaser will be entitled to obtain all utilities such as telephone, facsimile, cable, internet or any other utilities that may be invented hereafter provided that in doing so if any wires or cables are required to be drawn from outside to the Space and the same will be done in such a manner so as not to disfigure or impair the elevation or aesthetics of the Building whether interior or exterior and after having the plan and/or design for doing so approved by the Vendor in writing.

6.8.2. **Inspection:** At all reasonable hours the Purchaser or its authorized representatives shall be entitled to enter into any other part of the Building, whether in occupation of the Vendor or any other person/s, and be bound to allow the Vendor and other occupiers of the Building to enter into the Space, upon giving or receiving, as the case may be, 24 hours notice therefore, (except in the case of an emergency, wherein the Purchaser or its authorized representatives will not be required to give 24 hours notice) for



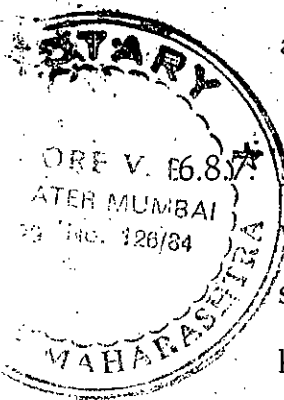
repairs in connection with plumbing and sanitary works including, but not restricted to, water pipe lines, drainage lines, rain water pipes. For this purpose, the Purchaser will be deemed to have covenanted with the other occupiers of the Building through the Vendor. Similarly, the other occupiers of the Building will be deemed to have covenanted with the Purchaser through the Vendor.

6.8.3. Illegal or immoral use: No portion of the Space shall be or be permitted to be used for storing any offensive, combustible, obnoxious or dangerous articles or carry on or permitted to be carried on any illegal or immoral activities;

6.8.4. Cleanliness: No dirt, rubbish, waste or refuse will be or be permitted to be accumulated or be thrown in or about the Premises or in the corridors or any other portion or portions of the Building;

6.8.5. Hindrances: No goods or other items shall be kept in the corridors or other Common portions of the building and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the premises;

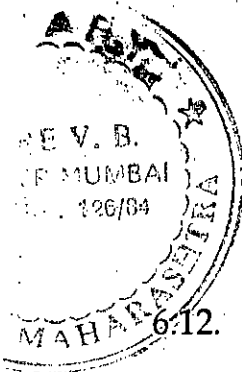
6.8.6. Risk of goods: All movables of the Purchaser shall remain at the sole risk and responsibility of the Purchaser and in no event the Purchaser shall have any claim against the Vendor on any account whatsoever or howsoever;



Share of charges: In case of any charge or levy being made on the whole of the Building or the Premises and until the Space be separately assessed therefore, the Purchaser shall be liable to pay pro-rata portion thereof provided that if such levy and taxes

relate to the period after the date of possession of the Space to the Purchaser;

- 6.9. If the Purchaser, lets out the Space on rent/lease and if there is any increase in Municipal Tax or any other taxes, the same shall be paid by the Purchaser to the Vendor till the separate assessment of the tax in respect of the space and/or mutation of the Purchaser's name.
- 6.10. In case the Purchaser sells, transfer, leases or assigns the Space, hereby conveyed to any person then the Deed of Conveyance shall be governed by the same terms and conditions as in this Deed regarding the maintenance, major repair, upkeep and apportionment of Municipal Taxes and other outgoings or any other undertakings given by the Purchaser to the Vendor in this Deed and shall also clear off all dues upto the date of transfer, sale, lease or assignment. In case the dues are not cleared of then the incoming purchaser will have to bear and pay off all the dues in connection with the Space.
- 6.11. The Purchaser shall be bound and liable to pay regularly by the 10th day of every month the maintenance charges, electricity charges and the municipal Taxes etc. as agreed upon. The Purchaser shall also pay the proportionate share as per area occupied for Water Tax, Drainage Tax etc In case of default in making such payments as above for more than two months, the Purchaser shall become liable to pay interest at the rate of 15% per annum till the entirety of the defaulted amount is paid and the Vendor will be entitled to stop and/or discontinue the service of lift, water supply and other common services and/or facilities to the Space and the Purchaser agrees not to use the said common service/facilities until payment of such arrears with interest, if any, are paid and cleared by the Purchaser.
- 6.12. The Conveyance will constitute the entire understanding between the Parties. However, any written understanding reached between the



parties subsequent to this Conveyance shall be effective and sustaining.

6.13. Any delay, indulgence or omission to take any action by the Vendor in enforcing any of the terms or conditions of this Conveyance or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Vendor of that term or condition of this Conveyance nor shall the same in any manner prejudice the rights of the Vendor.

6.14. The Purchaser shall lawfully use the Space and perform all legal obligations with regard thereto and/or the user thereof and shall keep the Vendor indemnified in all respect thereof.

6.15. In the event of any dispute or difference arising between the Vendor and the Purchaser hereto concerning or relating to the liability or obligation on the part of any of the parties hereto, they shall resolve the same by negotiations in the event that no resolutions are reached by negotiation the same shall be referred to arbitration panel of three arbitrators of whom one shall be appointed by each party and the third appointed by the two arbitrators so appointed. The award passed by them shall be final and binding on both the parties. All provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications thereof for the time being in force shall apply accordingly. The arbitration shall be conducted in Kolkata.

6.16. The Jurisdiction of courts shall be invoked only in the event that all negotiations and arbitration attempts fail. The jurisdiction of the courts above shall be at Kolkata in those circumstances.

1. B.
MUMBAI
196/84

CHANDRASEKHAR
MURTHY

SCHEDULE -A

A. By a Deed of Conveyance dated 14th June 1955 registered in Book NO. 1 volume No. 45 pages 252 to 260 Being No. 2803 for the year 1955 at the Office of the Registrar of Assurances, Calcutta, the owner M/s. Mahmudabad Properties Ltd. (In Vol. Liquidation) represented by its Liquidator Ali Asgar Shirazee sold transferred and conveyed unto and in favour of M/s. Hindusthan Housing & Land Development Ltd. (HHDTL) therein described as Purchaser, the Property now known and numbered as 18 Rabindra Sarani.

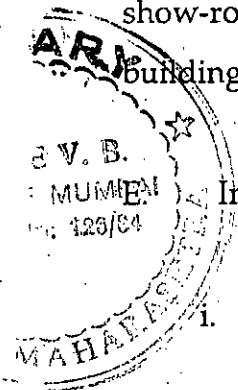
B. By a Deed of Rectification dated 14th September, 1955, registered in Book No. 1 Volume No., 104 pages 246 to 249 being No. 4288 for the year 1955 at the Office of the Registrar of Assurances, Calcutta the said earlier Deed of Conveyance dated 14th June, 1955 was suitably modified and/or rectified whereby the name of Purchaser was corrected and the word "Trust" was introduced.

C. Subsequently, a portion of the Said Property measuring about 18 Cottahs 11 Chittacks and 7 sq.ft. was acquired by the Calcutta Improvement Trust and HHDTL continued to own and possess land measuring about 3 Bighas 11 Cottahs 14 chittacks and 28 sq.ft. together with structures thereon.

D. The said owner HHDTL after having demolished the old structures and constructed a new multi-storied office building complex consisting of shops, show-rooms, offices and other spaces in the new multi-storied commercial building complex named and known as "Poddar Court".

In course of time by virtue of various processes of law -

1. The name of Hindusthan Housing & Land Development Trust Ltd. was changed to Hindusthan Housing & Industries Ltd. under the provision of the Companies Act.



- ii. The name of Hindusthan Housing & Industries Ltd. was changed to Hope (India) Ltd. on and from 13th June 1975 under the provision of the Companies Act.
- iii. Hope (India) Ltd. merged with Multiplex Business Ltd. under order of Calcutta High Court in the year 1982.
- iv. And subsequently, the name of Multiplex Business Ltd. Was changed to Poddar Udyog Ltd. on and from 17th June 1988 under the provision of the Companies Act.

F. In pursuance of application under Sections 391(2), 392 and 394 of the Companies Act, 1956 the Hon'ble High Court at Calcutta passed order dated 19th August, 1997 sanctioning the scheme of arrangement between Poddar Udyog Limited, Poddar Projects Ltd., Hope Cardamom Estates Ltd. and Maharshi Commerce Ltd. in respect of Land and Building was effected in the following manner :

- i) Land measuring about 1 Bigha 15 cottahs 14 chittacks and 36 sq.ft. (being 50 percent of the total land) together with constructed area measuring about 2,14,395 Square Feet of the said building "Poddar Court" at No. 18, Rabindra Sarani, Kolkata had stood vested in and transferred to M/s. Poddar Projects Ltd.;
- ii) Land measuring about 1 Bigha 1 cottah 18 chittacks and 40 sq.ft. (being 30 percent of the total land) together with constructed area measuring about 1,31,921 Square Feet of the said building "Poddar Court" at No. 18, Rabindra Sarani, Kolkata had stood vested in and transferred to M/s. Maharshi Commerce Ltd.;
- iii) Land measuring about 14 cottahs 5 chittacks and 42 sq.ft. (being 20% of the total land) together with constructed area measuring about 90,751 sq.ft. of the said building "Poddar Court" at 18, Rabindra

Sarani, Kolkata had stood vested in and transferred to M/s. Poddar Udyog Ltd.;

- G. In the aforesaid and as per the above Scheme, M/s. Poddar Udyog Ltd. became seized and possessed of or otherwise well and sufficiently entitled to as absolute owner in respect of several office space, shops, showrooms and other spaces in aggregate measuring 90,751 sq.ft. at the building 'Poddar Court' at No.18 Rabindra Sarani, Kolkata together with an undivided 20 per cent of interest in the total land (equivalent to 14 cottahs 5 chittacks and 42 sq.ft.) comprised in the said premises No.18 Rabindra Sarani, Kolkata 700001.

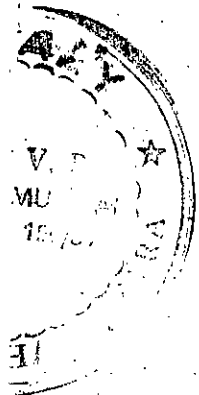
SCHEDULE-B

Portions of the Poddar Court property belonging to M/s. Poddar Udyog Ltd., the Vendor herein

All That the office flats, shops, show rooms and other spaces in aggregate measuring 90,751 sq.ft. of the building "Poddar Court" at 18, Rabindra Sarani, Kolkata Together with land measuring about 14 cottahs 5 chittacks and 42 sq.ft. Together with undivided 20 percent of the total land (equivalent to 14 cottahs 5 chittacks and 42 sq.ft.) comprised in the said premises no. 18, Rabindra Sarani, Kolkata Together with undivided proportionate share and/or interest in the common parts, areas, amenities and facilities at the said building Poddar Court Together with the right to use and enjoy in common with the Owners and/or occupiers of offices and other spaces of the said building belonging to the co-owners of the offices and other spaces of the said building belonging to co-owners m/s. Poddar Projects Ltd. and M/s. Maharshi Commerce Ltd., the common parts, areas, facilities and amenities at the building.

SCHEDULE -C

All That the office space containing by measurement super built up area of 738 Square Feet situated on the 2nd floor of the building named "Poddar Court" at No. 18, Rabindra Sarani, Kolkata, delineated in RED borders in the plan annexed hereto;



Together with an undivided proportionate and indivisible share or interest in the land comprised in the said premises no. 18, Rabindra Sarani, Kolkata;

Together with the right to use and enjoy the common portions described in Schedule-D as also the Easements described in Schedule-E hereunder;

SCHEDULE -D
(Common portions of the building)

Common passage, stair-cases, landings, lobbies, corridors, main entrances, lifts, boundary walls, common toilets and urinals, water tanks, motor pumps, water pipes, tube-well, sewerage/drainage pipes, transformer, electric mains, electric sub-station and service lines, lift equipments, fire fighting equipments and other equipments installed in the building.

SCHEDULE -E
(Easements)

The Purchaser and/or the other owners of the other units in the Building and the Premises shall be bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective units/spaces over the common passages and lobbies;
2. The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, Cable-TV, Internet and all other utilities to and through each and every portion of the premises;
3. The right of support, shelter and protection of each portion of the complex by the other portions thereof;
4. The right of the unit owners, with or without workmen and necessary materials to enter into all parts of the premises for repairs at upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be required emergent circumstances;



IN WITNESS WHEREOF the Vendor and the Purchaser abovenamed have put their respective hands and seals the day month and year first above written.

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

Jay deb Mauna
6, Old Post Office - Calcutta

Bhambal Phelan
57 F Ballygunj Circular Road
Cal-700019

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

Jay deb Mauna
6, Old Post Office or
Calcutta

Bhambal Phelan
57 F Ballygunj Circular Road
Calcutta 700019

For **PODDAR UDYOG LIMITED**

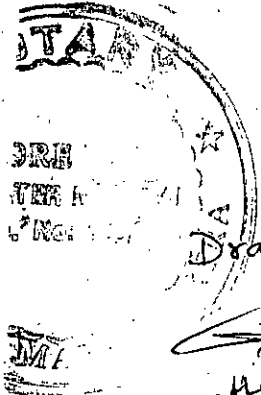
[Signature]
Authorized Signatory
BISWAS, R.

SHREE NM ELECTRICALS LTD.

[Signature]
DIRECTOR

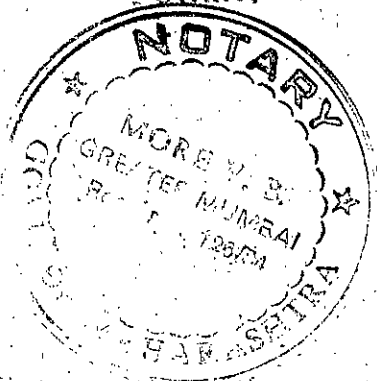
TRUE COPY
ATTESTED BY ME

[Signature]
10/10/03
Charanjit B. More
NOTARY, GR. MUMBAI



Drafted by:

[Signature] Chaudhary
Advocate



[Signature]
M. P. Phanse
B.A. (Spl.) LL.M.
Advocate, High Court

Memo of Consideration

Received of and from the within named Purchaser the within mentioned amount of consideration in full as per Memo hereunder written.

..... Rs. 22,14,000/-

HDFC D.D. No. 010999 Dated 12.2.2007	Rs.	10,00,000/-
HDFC D.D. No. 403252 Dated 12.2.2007	Rs.	12,00,000/-
By Cash on Dated 10.5.2007	Rs.	14,000/-
Total	Rs.	<u>22,14,000/-</u>

(Rupees Twenty Two Lacs Fourteen Thousand) only

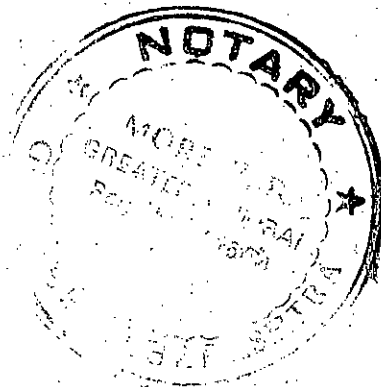
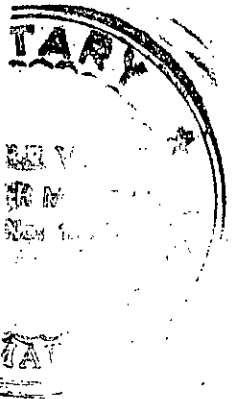
Witness:-

1. Joydeb Banerjee
6, Old P.O. Office
Calcutta - 1
2. Bhambit Chakraborty
57F Bidhan Chandra Road
Calcutta - 700 015

For PODDAR UDYOG LIMITED

Authorised Signatory

(Biswanath Ray)



SPECIMEN FORM FOR TEN FINGER PRINTS

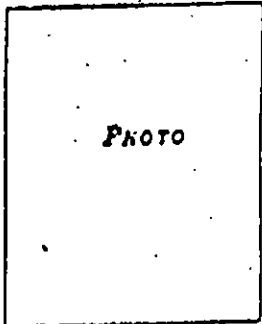


Bismillah, Ray

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

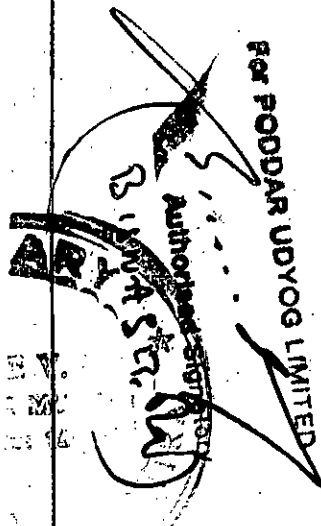
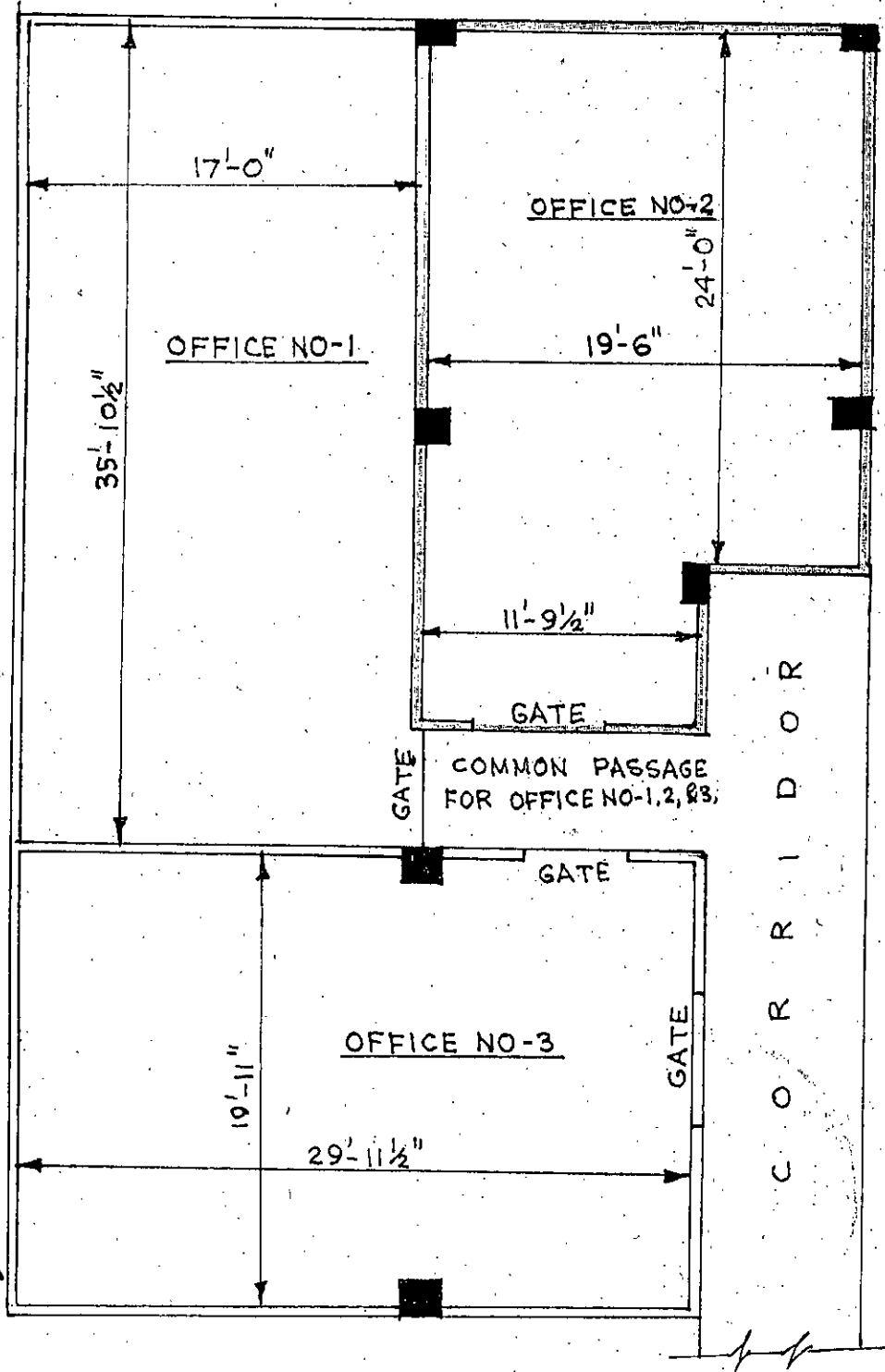
SITE PLAN OF OFFICE NO-2 ON THE SECOND FLOOR SOUTH SIDE AT PREMISES NO-18

RABINDRA SARANI KOLKATA-700001 P.S.-HARE STREET WARD NO- UNDER K.M.C. SCALE-8'-0"=0'-1"

OFFICE NO-2 SUPER BUILT-UP AREA= 738 SFT. SHOWN IN RED BORDER

VENDOR NAME - PODDAR UDYOG LTD

PURCHASER NAME - M/S SHREE NM ELECTRICALS LTD
SRI VALLABH MUNDHRA



SHREE NM ELECTRICALS LTD.

Sri Vallabh Mundhra

DIRECTOR

SIG. OF VENDOR

SIG. OF PURCHASER

DRAWN BY-T. BOSE

15-24
04989
2007

DATED THIS THE 15th DAY OF May 2007

BETWEEN

M/S. PODDAR UDYOG LTD

... VENDOR.

AND

Shree N.M. Electricals Ltd

... PURCHASER



KS



13-7-07

CONVEYANCE



Govinder Chaudhary

BHANDARI & ASSOCIATES

57F, Ballygunge Circular Road,
Kolkata - 700019