DATED THIS 121 DAY OF SANDARY 2010

BKTWEEN

THE OFFICIAL LIQUIDATOR HIGH COURT OF JHARKHAND AT RANCHI

... VENDOR

AND

M/S. USHA MARTIN LIMITED

... PURCHASER

DEED OF CONVEYANCE





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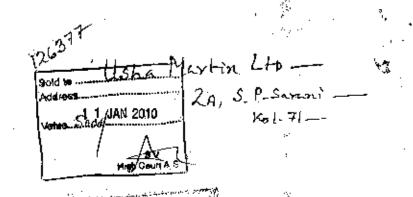
THIS INDENTURE is made this 124 day of January, 2010

BETWEEN THE OFFICIAL LIQUIDATOR of the High Court of

Jharkhand at Ranchi representing UMI Special Steel Ltd. (in
liquidation) having its office at Mourya Lok Complex, 4th Floor,

Block 'A', Dak Bungalow Road, Patna - 800 001 (hereafter also
referred to as the 'VENDOR') which term or expression shall,

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unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors, successors-in-office, successors-in-interest and assigns of the **ONE PART**.

<u>AND</u>

USHA MARTIN LTD. a company incorporated under the Companies Act, 1956, having its registered office at 2A, Shakespeare Sarani, Kolkata – 700 071 (hereafter referred to as the **'PURCHASER'**) which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors, successors-in office, successors-in-interest and assigns of the **OTHER PART**.

WHEREAS one Shree Jagmohan Prasad Goenka and others who constituted an undivided joint Hindu Mitakahra family of which Shree Jagmohan Prasad Goenka was the Karta jointly owned fully seized, possessed of and otherwise well and sufficiently entitled to ALL THAT the messuage tenement land hereditament and premises No.2A, Theatre Road (Now renamed as Shakespeare Sarani) in the South Division of the town of Calcutta as an indefeasible estate of inheritance in fee simple in possession free from all encumbrances and liabilities whatsoever;

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AND WHEREAS by an indenture of conveyance dated 28th October, 1970 and registered in the office of the Registrar of Assurances, Calcutta in Book-1, Volume 165, Pages 175 to 182, Being Deed No.4599 for the year 1970, the said Jagmohan Prasad Goenka and others for the consideration therein mentioned sold, transferred and conveyed to the Allied Mercantile Agencies Ltd. ALL THAT the premises No.2A, Theatre Road (since renamed as Shakespeare Sarani) in the South Division of the town of Calcutta fully and particularly described in the schedule to the said indenture;

AND WHEREAS in view of the said purchase the Allied Mercantile Agencies Ltd. became the sole and absolute owner of the said premises No.2A, Shakespeare Sarani, Calcutta-71;

AND WHEREAS the Allied Mercantile Agencies
Limited thereafter made a scheme for construction of a
multistoreyed mercantile-cum-office building on the land of the
said premises No.2A, Shakespeare Sarani, Calcutta inter alia
consisting of several independent and distinct commercial units;

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AND WHEREAS the said Allied Mercantile Agencies Limited caused to be prepared a plan for construction of a multistoreyed office building on the South West portion of the said premises No.2A, Shakespeare Sarani, Calcutta and submitted the same to the Calcutta Municipal Corporation for its approval and sanction which was duly sanctioned and approved by the said Calcutta Municipal Corporation vide its sanction No.31(B-7) of 1985;

AND WHEREAS the said Allied Mercantile Agencies Limited further submitted to the Calcutta Municipal Corporation a revised plan inter alia, proposing to convert the ground floor and first floor of the said premises from office to Show-rooms which was also subsequently sanctioned and approved by the said Calcutta Municipal Corporation vide its sanction No.88(B-7) dated 30th October 1987;

AND WHEREAS a Company being Bihar Alloy Steels

Ltd. after perusal of the Original Indenture of Conveyance dated

28th October, 1970 and the sanctioned plans with modification
thereof as hereinbefore mentioned and the aforesaid scheme of the

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Allied Mercantile Agencies Ltd. and being satisfied with the same entered into an agreement dated 7th February 1990 with M/s.Metropolitan Constructions therein referred to as the BUILDER' of the first part and M/s. Allied Mercantile Agencies Ltd. therein referred to as the owner of the third part to acquire the right to construct a self-contained office unit being Unit No.3-D measuring a super built-up area of 1145 Sq.ft, on the third floor in the proposed multistoreyed building at Premises No.2A, Shakespeare Sarani, Calcutta to be constructed as per the said sanctioned plan and the said scheme at its own cost and expenses through a common builder to be nominated and appointed by the Allied Mercantile Agencies Ltd. in such manner so that Bihar Alloy Steels Ltd. will get full right of the said unit upto one and a half inch of the ceiling but the roof of the said unit shall remain with and shall be the property of the Allied Mercantile Agencies Ltd. absolutely;

AND WHEREAS in order to secure sixteen annas right and interest in the said Unit No.3-D on the 3rd floor of the said Premises No.2A, Shakespeare Sarani, the Bihar Alloy Steels Ltd. has approached the said Allied Mercantile Agencies Ltd., to sell

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and convey all their right, title and interest upon and in respect of undivided, indivisible, proportionate share in the land and space attributable to the said Unit and hereinafter referred to as "the said undivided share" so that the Bihar Alloy Steels Ltd. may become the full and absolute owner of the Unit No.3-D on the 3rd floor of the said Premises No.2A, Shakespeare Sarani, Calcutta more fully and particularly described in the First Schedule hereunder written;

AND WHEREAS the Allied Mercantile Agencies Ltd. since nominated and appointed M/s. Metropolitan Constructions of No.2A, Shakespeare Sarani, Calcutta - 700 071 herein referred to as the Builder for construction of the multistoreyed building on the land on the South West portion of the said premises No.2A, Shakespeare Sarani, Calcutta in accordance with the said sanctioned plan;

AND WHEREAS by an indenture of conveyance dated 17th September 1990 made between the said Allied Mercantile Agencies Ltd. therein referred to as the Vendor and Bihar Alloy Steels Ltd. therein referred to as the Purchaser and Metropolitan Constructions and the partners thereof therein referred to as the

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Additional Registrar of Assurances II. Kolkaria

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Builder and registered with the office of the Registrar of Assurances, Calcutta in Book No. I, Volume 118 Pages 11 to 30 being deed No.7176 for the year 1990 the said Allied Mercantile Agencies Ltd. sold and delivered Unit No.3-D having a super built-up area of 1145 Sq.ft. (be the same a little more or less) in Premises No.2A, Shakespeare Sarani, Calcutta - 700 071 unto and to the said Bihar Alloy Steels Ltd. together with the undivided, indivisible, proportionate share right, title or interest in the land comprising Premises No.2A, Shakespeare Sarani, Calcutta - 700 071 (which is more fully and particularly described in the First Schedule hereunder written) on the terms and conditions and for the considerations stated therein;

AND WHEREAS by virtue of the said indenture of conveyance dated 17th September 1990 the said Bihar Alloy Steels

Ltd. became fully seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit to the exclusion of all others;

AND WHEREAS on 26.07.1996 the name of Bihar Alloy Steels Ltd. was changed to UMI Special Steels Ltd. In the

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circumstances UMI Special Steels Ltd. became fully seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit together with the undivided, impartible proportionate share or interest in the land thereof;

AND WHEREAS on or about 15th January 1992 UMI Special Steels Ltd. granted tenancy of the said Unit unto and in favour of Usha Martin Ltd. Eversince 15th January 1992 the said Usha Martin Ltd. the Purchaser herein has been the tenant of the said Unit and has paid rent and service charges in respect thereof till March 2003;

AND WHEREAS UMI Special Steels Ltd. became a sick industrial undertaking within the meaning of Section 2(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 and made a reference to the Board for Industrial and Financial Reconstruction (hereafter referred to as 'BIFR') for determination of the measures for revival and rehabilitation of the said company;

AND WHEREAS pursuant to a recommendation made by BIFR the Hon'ble High Court of Judicature of Jharkhand at

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Ranchi commenced a case being C. P. No.2 of 2002 and passed an order therein on 5th August 2003 directing UMI Special Steels Ltd. to be wound up and appointed Official Liquidator as the liquidator of the said company;

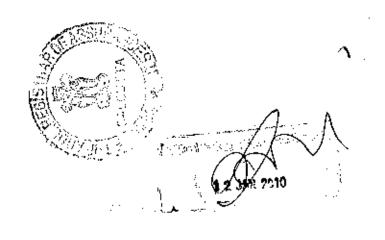
AND WHEREAS by an order dated 13th September 2007 passed in the said C. P. No.2 of 2002 the Hon'ble High Court of Jharkhand at Ranchi, inter alia, directed Usha Martin Ltd. to handover possession of the said Unit to the Official Liquidator;

AND WHEREAS Usha Martin Ltd. instituted a proceeding being I. A. No.2803 of 2007 in the said C. P. No.2 of 2002 praying, inter alia, for recalling of the said order dated 13th September 2007;

AND WHEREAS by an order dated 22nd November 2007 the Hon'ble High Court of Jharkhand at Ranchi directed as follows:

"In the facts and circumstances of the case and keeping in view the fact that the Banks and the Labours are waiting for their dues; and in order to avoid further litigation with

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regard to the Calcutta property, I fix Rs.51,00,000/- (Rupees Fifty one lacs) as the valuation of the property in question including the occupation charges from April, 2003 till November, 2007. Usha Martin Limited is directed to deposit the said amount i.e. Rs. 51,00,000/- (Rupees Fifty one lacs) with the official liquidator within four weeks, whereafter the official liquidator will execute the deed of conveyance in favour of Usha Martin Limited with regard to the property in question";

AND WHEREAS in terms of the said order dated 22nd November 2007 payment of the said sum of Rs.51,00,000/(Rupces Fifty one lacs) only has been paid by the purchaser to the official liquidator, the receipt whereof the official liquidator doth hereby as also by the memo hereunder written admit and acknowledge of and from the payment of the same and every part thereof doth hereby and for above release, discharge, acquit and exonerate the purchaser;

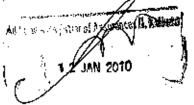
AND WHEREAS in terms of the said order dated 22nd

November 2007 and in view of the payment of the said sum of

Rs.51,00,000/- (Rupees Fifty one lacs) only made by the purchaser

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to the official liquidator the official liquidator by these presents transfers the said unit together with undivided, impartible land pertaining thereto but subject to the terms written in the Second Schedule hereunder written, on the terms and conditions hereafter stated.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs.51,00,000/- (Rupees Fifty one lacs) only well and truly paid by the Purchaser to the vendor at or before the execution of these presents (the receipt whereof the vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof for ever acquit, release and discharge the purchaser as well as the said unit) the vendor doth hereby indefeasibly grant, convey, sell, transfer and assign and assure unto and to the purchaser free from all encumbrances and liabilities whatsoever ALL THAT—the said unit and every part thereof in any way appertaining to or usually held or occupied or enjoyed therewith or reputed to belong to or appurtenant thereto and the reversion or reversions, remainder or remainders and all the right, title and

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Additional Registrar of Assurances II. Kelketti

interest inheritance use property possession claim and demand whatsoever both at law and in equity of the vendor into and upon or in respect of the said unit and every part thereof herein comprised and hereby granted and transferred TOGETHERWITH all documents of title exclusively relating to or concerning the said unit which now hereafter shall or may be in the possession, custody, power or control of the vendor or any person or persons from whom the vendor can or may procure the same without any action or suit at law or in equity to have and to hold the said unit and hereby granted, sold, conveyed, transferred, assigned and assured and expressed or intended so to be TOGETHER WITH all other rights and appurtenances belonging thereto unto and to the use of the purchaser absolutely and for ever free from all encumbrances, liens, lispendens, attachments, whatsoever and howsoever.

AND the vendor doth hereby covenant with the purchaser that the vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises free from all encumbrances and liabilities whatsoever and that notwithstanding any act, deed or thing whatsoever by the vendor

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done or executed or cause to be done or executed or knowingly suffered to the contrary the vendor has good right full power absolute authority and indefeasible right to grant sell convey transfer assign and assure ALL AND SINGULAR the said unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the use of the purchaser in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever and that the said purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly hold and possess and enjoy the said unit hereby granted and transferred and receive and take the rents issues and profits thereof and every part thereof without any hindrance, eviction, interruption, disturbances, claim or demand whatsoever from and by the vendor or any other person or persons lawfully and equitably claiming from under or in trust for the vendor or under any of his predecessors in title or any of them AND THAT the Purchaser is free and clear and freely and clearly absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the vendor well and sufficiently saved, kept harmless and indemnified of from and against all and all

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manner of claims charges liens lispendens attachments debts and encumbrance execution and liabilities whatsoever made and suffered by the vendor or any of his predecessors in title or any of them or any other person or persons lawfully and equitably claiming as aforesaid AND FURTHER THAT the vendor and all persons lawfully and equitably claiming any right, title, interest or estate whatsoever in the said premises or any part thereof from through under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and costs of the purchaser make do acknowledge and execute or cause to be made done, acknowledged and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said unit and every part thereof unto and to the use of the purchaser and also that the vendor shall at the request and cost of the purchaser provide to the purchaser the deeds, documents, papers and writings in his possession and/or custody for evidencing the title to the said unit and also furnish to the purchaser copies of or extracts from the said deeds, documents, papers and writings.





Additional Registres of Asserances & Kolkata

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT undivided, indivisible, proportionate share, right, title, interest of the vendor in the land attributable to Unit No.3-D on the 3rd floor of the building constructed on the South-West portion of the premises No.2A, Shakespeare Sarani, Police Station – Shakespeare Sarani, Calcutta – 700 071, being Unit No.3-D having a super built area of 1145 Sq. ft. inclusive of proportionate area of common use butted and bounded by:

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ON THE NORTH:

By Unit No.3C on the 3rd floor of the

building;

ON THE EAST

By open space of the premises;

ON THE SOUTH:

By unit No.3E on the 3rd floor of the

building;

ON THE WEST :

By common corridor of 3rd floor.

SECOND SCHEDULE ABOVE REFERRED TO

a) The purchaser shall fully cooperate with and contribute to the formation of a Society or Association of the Purchaser/Occupiers, in whom shall vest the administration of the

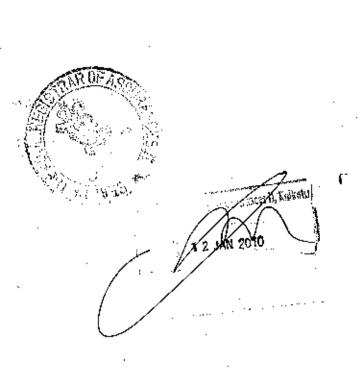
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ij ji entire building and shall abide by the rules and regulations framed and directions given by such Society or Association from time to time.

- b) The Purchaser shall be solely liable and responsible for repairs and maintenance of the Unit Purchased and acquired by it at its own costs and expenses.
- c) The Purchaser shall bear and contribute to the proportionate air-conditioning charges for air-conditioning of Purchaser's Unit No.3-D through the Centrally Air-conditioned System installed at the said building.
- d) The Purchaser shall be solely liable and responsible for payment of municipal rates and taxes and Government dues and taxes and all other outgoings payable in respect of the unit purchased and acquired by it.
- e) In case the Vendor and/or/any one else is assessed for payment to tax or dues payable in respect of the building or part thereof for any period subsequent to the date of sale of property

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under these presents, the Purchaser shall bear and pay the apportioned share.

f) The Purchaser shall punctually pay in every month the maintenance charges as may be levied and payable in respect of its share for the Unit and the electricity charges for consumption of electricity in its unit.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the Official Liquidator of Jharkhand High Court at Ranchi at Calcutta in the presence of:

Denuelhar Australian OFFICIAL LIQUIDATOR JHARKHAND HIGH COURT, RANCHI

1) KRISHMA KUMAR JAA

2) Sampha chatfile

by Usha Martin Ltd. Paradia through pursuant to a Board Resolution dated____ at Calcutta in the presence of:

FORUSHA MARTIN LIMITED

Thank Kishora Ratalis (N.K. PATODIA) Assistant Vice President

PAN NO: AAACU 2339M

D) (PISHINA KUNARTHA

2) partha dallifa



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1/2 3/1 2010

MEMO OF CONSIDERATION

RECEIVED from the within name purchaser Usha Martin Ltd. the within mentioned amount of Rs.51,00,000/- (Rupees Fifty one lakh only) by Demand Draft No.485254 dated 8th December 2007 drawn on Indusind Bank Ltd, Patna Branch.

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OFFICIAL LIQUIDATOR JHARKHAND HIGH COURT,RANCHI

WITNESSES :

1. SR, KRISHNA RUMAR JHA Sp SRI BITAY RANT THA LOS, 297, HONGE HOULINGTHING LANCE - 834002

2. Jartha Cha Harfera Jo. Sni Dinsh Chaffer 102. Banamati Nashan Charl Behata KAL-60

Drafted by: 307 SAHA

Advocate.

1 2 JAN 2010



Government Of West Bengal Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number : I - 00323 of 2010 (Serial No. 00227 of 2010)

On 12/01/2010

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 23 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article: A(1) = 78804/- on 12/01/2010

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-7164691/-

Certified that the required stamp duty of this document is Rs.- 501528 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

 Deficit stamp duty Rs. 496537/- is paid, by the Bankers cheque number 283652, Bankers Cheque Date 07/01/2010, Bank Name State Bank Of India, KOLKATA, received on 12/01/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 11.45 hrs. on :12/01/2010, at the Office of the A. R. A. - II KOUKATA by Nand Kishore Patodia, Claimant.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 12/01/2010 by

- 1 Banudhar Mishra, Official Liquidator, Official Liquidator, H. C. Of Jharkhand At Ranchi, Mourya 1.0% Complex,, 4th Floor, Block- A., Dak Bungalow Rd., Patna 1, By Profession : Service
- Nand Kishore Patodia, Asst. Vice President, Usha Martin Ltd., 2 A, Shakespeare Sarani, Kot. 71, 89. Profession : Service

Identified By Partha Chatterjee, son of Dinesh Chatterjee, 102, Banamali Naskar Road Behala Kor-60, Thana: ., By Caste: Hindu, By Profession: Service.

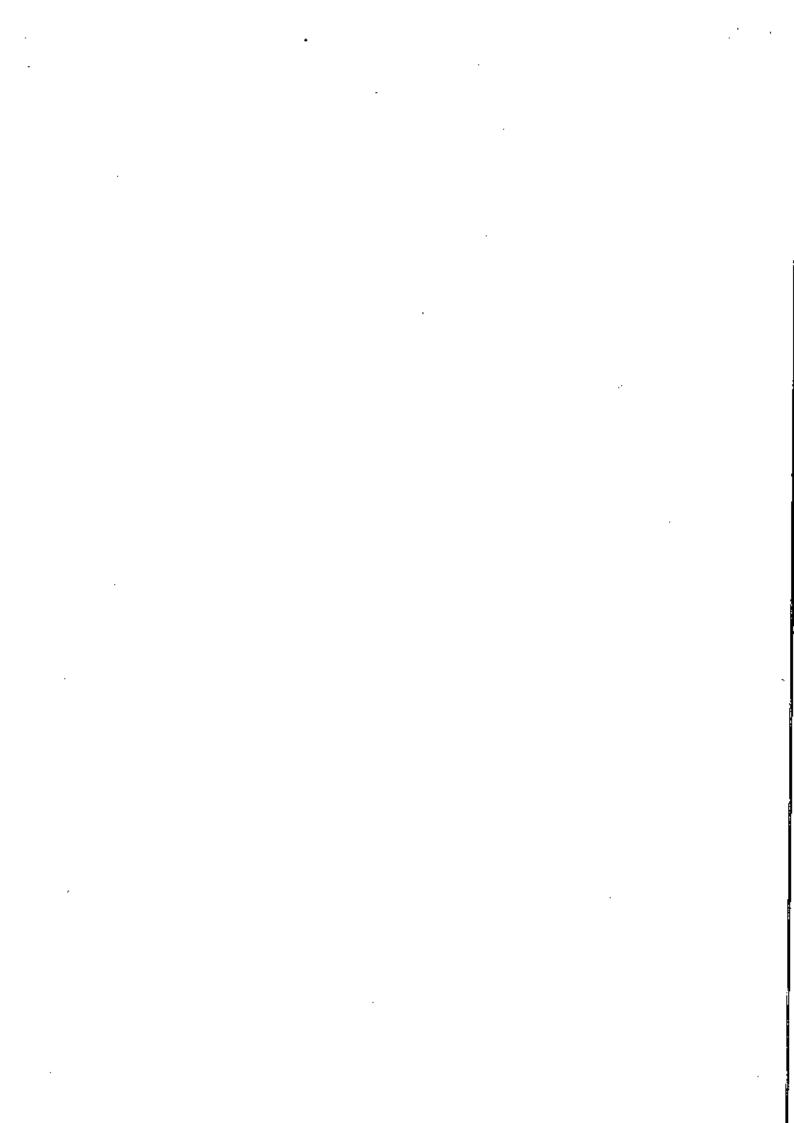
(Tarak Baran Mukherjee) ADDL, REGISTRAR OF ASSURANCES III

12.01.10

(Tarak Baran Mukbo p. ADDL. REGISTRAR OF ASSURANCES

EndorsomentPage 1 of 3

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Government of West Bengal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A. R. A. - II KOLKATA, District- Kolkata

Signature / LTI Sheet of Serial No. 00227 / 2010, Deed No. (Book - I , 00323/2010)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Nand Kishore Patodia	12/01/2010	LTI 12/01/2010	Mand Kishore Palod

II . Signature of the person(s) admitting the Execution at Office.

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Banudhar Mishra Address -Mourya Lok Complex, 4th Floor Block - A, Dak Bungalow Road Patna	Self		ЦΠ	being ther Might
			12/01/2010	12/01/2010	
. 2	Nand Kishore Patodia Address -2 A, Shakespeare Sarani Kolkata - 71	· Self		LTI	BondWishorelefood
			12/01/2010	12/01/2010	

Name of Identifier of above Person(s)

Partha Chatterjee PS-.,102, Banamali Naskar Road Behala Kol- 60 Signature of Identifier with Date

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(Tarak Baran Mukherjee)

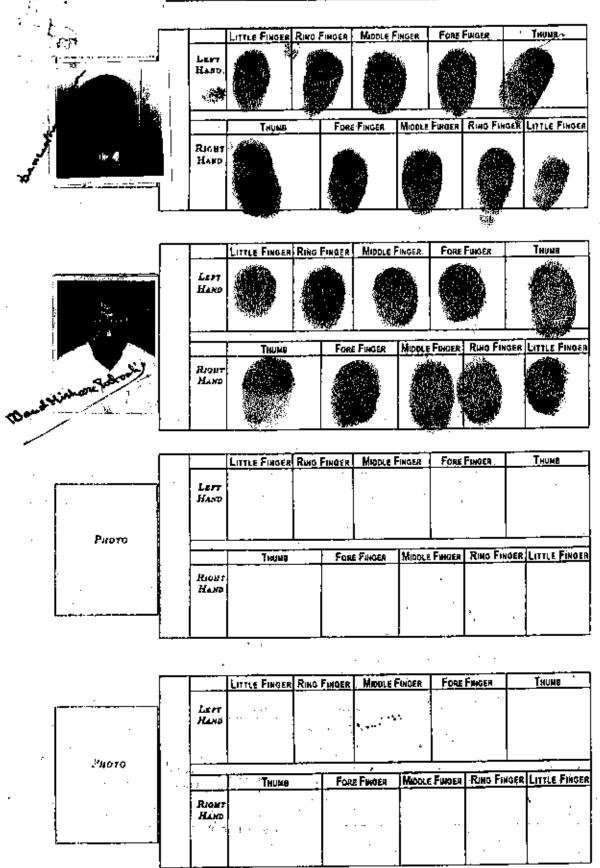
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA

Page 1 of 1

12/01/2010



SPECIMEN FORM FOR TEN FINGER PRINTS

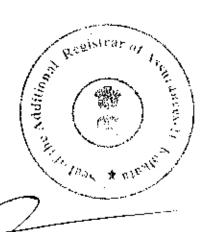


Additional Registrat of Assurance 11, Kolkata

1/2/JAN 2016

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 1 Page from 6284 to 6306 being No 00323 for the year 2010.



(Tarak Berar Mokherjee) 12-January-2010 ADDL: REGISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA

West Bengal





नाम में सबदीकी के परिणामस्यहर निर्धेमन के किये नया प्रमाण-रह FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME

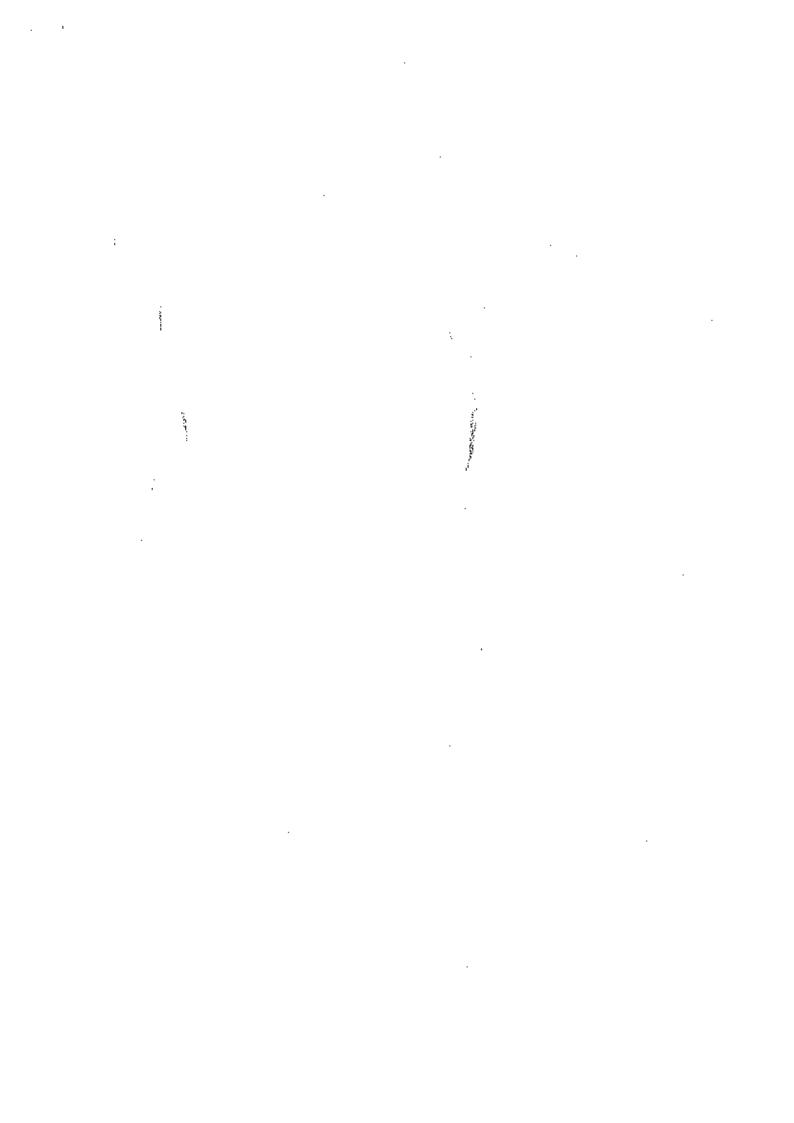
कम्पनियों के रिक्टिट्रार के कार्याक्रय में ** *** *** *** *** *** *** *** *** **
[करपनी अधिनियम, 1956 (1958 का 1) के अधीन] In the Office of the Registrar of Companies West किया
[Under the Companies Act. 1956 (1 of 1956)]
IN THE MATTER OF TONY 3 P.K. Estates Kuing had
में एतदहारा प्रमाणित करता हूं कि " परिसीमित विसका निगमन मुलतः 19 " के परिसीमित निगमन मुलतः 19 " परिसीमित नाम हारा किया गया था करानी अधिनियम 1956 की बारा 21/22 (1) (क)/22(1) (ख के विवेधना के अनुसार आदर्यक संकल्प पारित कर चुकी है और इसकी बाहन ने जीए महर्ता कर की किवित अनुमतिकम्पनी नाम विभाग होरा प्रदान कर ही गई है। I hereby certify that Limited, which was ofgigally incorporated op 37.0 day of 1987
मेरे हत्ताक्षर से यह सारीक्षण
कम्प्रियों का प्रजिष्ट गर G-53 (Hegistrar of Companies

्यहां पर अधिनियम (अधिनियमों का नाम सिक्षिए जिसके अर्थान कम्पती स्वा मूळतः रिजय्द्रोकरण और सिवमन किया गया था। these give the name of the Act(s) under which the Company was originally registered and incorporated. जै० एस० सी०-7

^{*}यहां पर कम्पनी का यह नाम लिखिए जो कि सब्दी की से पूर्व था।

^{*}Nere give the name of the Company as existing prior to the change.





DATED THIS 12th DAY OF SANSARY 2010

BETWEEN

THE OFFICIAL LIQUIDATOR HIGH COURT OF JHARKHAND AT RANCHI

... VENDOR

AND

M/S. USHA MARTIN LIMITED

... PURCHASER

DEED OF CONVEYANCE