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THIS DEED OF SALE made on this 29

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thousand nine hundred ninety eight BETWEEN M/S. SARASWATI VINIYOG LIMITED... a company incorporated under the Companies Act, 1956 having its registered office at No. 24, R.N. Mukherjee Road, Calcutta - 700 001 hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its Directors, their successor or successors in office/interest and assigns) of the FIRST PART AND M/S. USHA BELTRON LIMITED, a Company incorporated under Companies Act 1956 having its registered office at Tatisilwai, Ranchi hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its Directors their successor or successors in office/interest

and assigns) of the SECOND PART.

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WHERE AS

- a) One Shree Jagmohan Prasad Goenka and Others who constituted an undivided joint Hindu Mitakshara family of which Shree Jagmohan Prasad Goenka was the Karta jointly owned fully seized and 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 inheritange in fee simple in possession free from all encumbrances and liabilities whatsoever;
- b) 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 No. 4599 for the year 1970, the said Jagmohan Prasad Goenka & Ors, for the consideration therein mentioned sold transferred and conveyed to THE ALLIED

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24, R. N. Mukherjee Rd.

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MERCANTILE AGENCIES LIMITED 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;

- The said M/s. THE ALLIED MERCANTILE AGENCIES LTD. became the sold and absolute owner of the said premises No. 2A, Shakespeare Sarani, Calcutta 700 071 and made a scheme for construction of a multistoried mercantile cum office building on the land of the said premises No. 2A, Shakespeare Sarani in the town of Calcutta interalia consisting of several independent and distinct commercial units in the said multistoried building and appointed Shree S.N. Agarwal, an Engineer and Architect of M/s. Agarwal & Associates of No. 35A, Jawaharlal Nehrn Road, Calcutta to prepare a plan for construction of the said multistoried building;
- d) The said architect duly prepared a plan for construction of a multistoried

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office-building on the South West portion of the said premises No. 2A, Shakespeare Sarani, in the town of Calcutta and got a plan duly sanctioned and approved by the Calcutta Municipal Corporation vide its sanction No. 31(B-7) of 1985 and subsequently resubmitted 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 duly sanctioned and approved by the said Calcutta Municipal Corporation vide its sanction No. 88(B-7) dated 30.10.1987;

e) By an agreement dated 25th February, 1998 by and between the said Allied Mercantile Agencies Limited therein referred to as the "Owner" one Metropolitan Constructions, therein referred to as the "Builder" and the Vendor herein and therein referred to as Purchaser agreed to purchase from owner super built-up space measuring 1288 Sq. ft. on the Second Floor of the building and engaged the Builder to construct an office unit on the said space measuring 1288 sq. ft. on super built-up area being unit no. 2E on the Second

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Floor of the multi-storied building at the said premises No. 2A, Shakespeare Sarani, Calcutta, more fully and particularly described in the Schedule "A" therein on various terms and conditions.

- The Vendor duly paid the full consideration money to the owner towards the cost of the space and proportionate share in land and also paid full consideration to the Builder towards cost of construction in terms of the said agreement, and took delivery of the said office unit No.2E, from the said Builder completed in every respect.
- g) The Vendor herein acquired right title, interest in the self-contained office unit being Unit No. 2E, measuring super built area of 1288 sq. fl. on the second floor in the said multistoried building at Premises No. 2A, Shakespeare Sarani, Calcutta constructed by the builder as per the sanctioned plans and the said Scheme for a valuable consideration mentioned therein and obtained full right of the said office/unit upto one and half inch of the ceiling absolutely;

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- h) The said builder duly completed construction of the said unit No. 2E on the second floor of the premises No.2A, Shakespeare Sarani, Calcutta, and made over possession of the said unit to the vendor herein in terms of the said agreement upon receipt of agreed consideration.
- By an indenture of Conveyance dated 31st March, 1992 Registered with Registrar of Assurances Calcutta in Book No. 1, Volume No. 202 Pages 201 to 219 being No. 7342 for the year 1992 the said Owner, sold and conveyed all their right title and interest in upon and in respect of all that undivided indivisible proportionate but variable share in the land and space attributable to the said unit to the Vendor herein and the Vendor herein became the full and absolute owner of the Unit No. 2E, duly constructed by the builder herein on the Second Floor of the said premises No. 2A, Shakespeare Sarani, Calcutta more fully and particulars described in the Schedule 'A' hereunder written;

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- the said Unit No. 2E, on the second floor of the premises No. 2A, Shakespeare Sarani, Calculta, with a super built up area measuring 1288 Sq. ft. approx. and had let out the said office unit on monthly tenancy to M/s. Usha Martin Industries Limited on the terms and conditions morefully contained in the Tenancy Agreement dated 31st March, 1997 which continued upto February, 1998 only.
- By an Agreement dated 25th February, 1998 the Vendor herein has agreed to sell and the Purchaser herein has agreed to purchase All that unit No. 2E constructed on the second floor of the Building together with the right title and interest of the Vendor in upon and in respect of the undivided indivisible proportionate but variable share in the land attributable to the said Unit No. 2E measuring a super built area of 1288 sq. ft. along with proportionate right in all common areas and facilities at the premises No. 2A, Shakespeare Sarani, Calcutta known as "VICTORIA PLAZA" more fully and particularly mentioned and

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described in the schedule 'A' hereunder written and shown in green ink in the plan annexed hereto for total agreed consideration of Rs. 64,40,000/- (Rupees Six y four lakhs and forty thousand) only free from all tencumbrances charges claims demand: liabilities attachments whatsoever but subject to req. sitc clearance and No Objection from appropriate authorities concerned for transfer of said unit hereinafter referred to as the "said premises".

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for an apparent consideration of the sum of Rs 64,40,000/- (Rupees sixty four lakes and forty thousand) only of the lawful money of the Union of India well and truly paid by the purchaser to the Vendor at or before the elecution of these presents (the receipt whereof the vendor doth hereby admit and acknowledge) and of and from the same and every part thereof quit, release and for ever discharge after obtaining requisite I. Tax clearance and No Objection ext. Scates from Appropriate Authority of Income Tax and Appropriate Authority certifying that it has no objection to the transfer of the said property.

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by the vendor to the purchaser for the said apparent consideration, the vendor DOTH hereby grant, convey, transfer, self, assure and assign unto the purchaser All their right, title and interest in upon and in respect of undivided indivisible proportionate share or interest in the said Unit No. 2E and the land attributable to the said unit No. 2E admeasuring 1288 sq. ft. super built up area on the second floor at premises No. 2A, Shakespeare Sarani, Calcutta known as "Victoria Piaza" more fully and particularly described in the schedule 'A' hereunder written and shown in green ink in the plan amexed hereto free from all encumbrances charges claim demands liabilities attachments whatsoever TOGETHER WITH proportionate share in all common areas and facilities with owners/occupiers of the other portions of the said building in respect of the stairs, lifts, sewers, drains, ways, paths, passages, ground, water, watercourse, fixtures AND all manner of former and other rights liberties privileges easements and benefits whatsoever to the said unit land hereditaments and premises belonging to or in anywise appertaining thereto or usually hold or enjoyed therewith and reputed to belong to or be appurtenant thereto AND the reversion/reversions or

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beneficial interest into or upon the said premises and every part thereof and all documents and muniments and writings and other evidences of title which exclusively relate to the said premises or any part thereof and which now are heretobefore was or may be in the custody power or possession of any person from whom the vendor can procure the same without action or suit TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the Purchaser absolutely and forever as and for an indefeasible title of inheritance in fee simple in possession free from all encumbrances charges claims, demands lispendens and attachments whatsoever but nevertheless subject to the terms conditions, covenants and stipulations mentioned in schedule 'B' hereunder written.

2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

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- That the vender has good title full right and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said unit No. 2E along with the proportionate share in the land hereby granted sold transferred assigned assured expressed and intended herein free from all encumbrances and liabilities whatsoever in the manner aforesaid according to the true intent and meaning of these presents.
- (b) And that the Vendor has made the said property free and clear and absolutely acquitted exonerated discharged or otherwise released the said property and kept the said property sufficiently saved defended harmless and indemnified of and from and against all and all manner of estates, mortgages, charges, liens, lispendens claims, demands, attachments, debts, liabilities, and encumbrances whatsoever.
- (c) The vendor herein has duly obtained N.O.C u/s. 269 UL(3) and section 269 of the I.T. Act, 1961 from the Appropriate Authority, Calcutta and clearance u/s. 230A which Contd.....12

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is to be applied for from Income Tax for transfer of the Schedule "A" property - by the vendor to the purchaser herein for the apparent consideration mentioned herein.

- (d) The vendor has absolute right and full power in respect of the said unit proportionate share in the land and also the right to use and enjoy in common the facilities with other owners and occupiers of other office units in the said building the staircase, landings, passages, drive-ways, electricity lines, central air-conditioning systems, generator, water supply, water reservoirs, common yards, area facilities and all easements and appurtenances relating thereto.
- (c) The said unit is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever.

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- (f) There is no default or breach on the part of the Vendor of any of the terms and conditions agreed upon, in respect of the said unit.
- (g) The vendor L.s paid proportionate costs of installations of central Air Conditioning and acquisition and installation of generator and distribution lines for necessary use thereof in the said unit.
- (h) The security deposits amounting to Rs. 13,000/- deposited by vendor with the Allied has already been transferred to M/s. Chowringheo Towers Services (P) Limited, of 2A, Shakespeare Sarani, Calcutta, who are presently responsible for maintaining the building and the said unit and that said deposit shall be caused to be transferred to the account of the purchaser on completion of the sale as aforesaid.
- (i) And further the Vendor and all other persons having or lawfully or equitably

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claiming any estate right title interest property claim or demand whatsoever into or upon the said Unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor and/or all and each of them shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly effectively and satisfactorily granting transferring and assuring the said Unit and every party thereof unto and to the use of Purchaser in manner aforesaid as shall and may be reasonably required.

(j) And that the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said unit hereby granted sold and conveyed and receive and take the rent issues and profits thereof and every part thereof without any suit eviction hindrance or interference from the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for the Vendor.

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- THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR
 AS UNDER:-
- (a) To observe and perform all the terms and conditions which may be made applicable to the said unit.
- (b) To pay regularly and punctually maintenance charges to M/s. Chowringhec Towers Services (P) Ltd., (hereinafter called "said company").
- (c) To bear and pay proportionate share of the Municipal Rates and Taxes, Urban Land Tax, Multi-Storied Building Tax and such other Tax or Taxes, payable in respect of the said unit.

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(d) To observe perform and abide by the terms, conditions, covenants and stipulations mentioned in the schedule "B" hereunder written.

THE SCAEDULE 'A' ABOVE REFERRED TO

ALL THAT unit No. 2E constructed in the south east portion of the second floor of the premises No. 2A, Shakespeare Sarani, Calcutta, known as Victoria Plaza, having a super-built up area of 1288 (one thousand two hundred eighty eight) sq. ft. together with proportionate share, right, title, interest of the Vendor in the land attributable to Unit No.2E inclusive of proportionate share in all common areas and facilities as mentioned in Clause 1 above butted and bounded as under:

On the North

By Unit No.2D of the building.

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On the East

By open space of the premises.

On the South

By open space of the premises, and

On the West

By staircase, common corridor.

and delineated in green in the plan annexed hereto;

THE SCHEDULE 'B' ABOVE REFERRED TO

a) The Purchaser shall co-operate with M/s. Chowrighee Tower Services Pvt. Ltd. who are authorised for administration and maintenance of the entire building including the said unit and space and shall contribute to the said company the proportionate share of the expenses for such purposes.

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- b) The Purchaser shall be solely liable and responsible for repairs and maintenance of the Unit and space Purchased and acquired by it at its own costs and expenses.
- c) The Purchaser shall bear and contribute the proportionate air-conditioning maintenance charges for air-conditioning of Purchaser's Unit No. 2E 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 said unit.
 - e) The Purchaser shall use the said Unit solely for office purposes and not for any other purpose.

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- 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 said unit and the electricity charges for consumption of electricity in said Unit.
- g) The Purchaser shall have the right of access and use of the approach ways/
 passages/paths leading to the building in which the Purchaser's Unit is situated from the
 Chowringhee Road entrance.
- i) The Purchaser shall not -
- decorate or cause to decorate the exterior of its unit in any manner or fix
 grill or fixture of any design other than the approved design or disturb the colour matching or
 any other decoration.

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- ii) claim or exercise any right over the main roof of the building.
- iii) store any inflammable combustible, obnoxious or objectionable goods or articles with the exception of cooking gas in the unit purchased and acquired by it.
- iv) create or cause any nuisance, annoyance inconvenience or disturbance to the owners and occupiers of other units and portions of the said premises.
- v) throw dirt, rubbish, rugs, night soil or other refuse or permit or allow the same to be accumulated in its unit/apartment or throw or keep in the compound or any portion of the said building except in the place provided for it.

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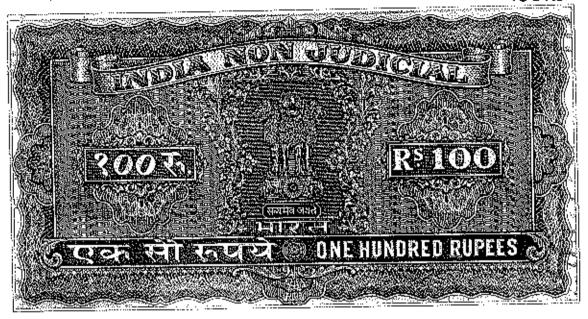
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- vi) use its unit for any illegal or immoral purposes or convert the same into a place of worship.
- vii) do or cause to be done any act or thing which may prevent the owners and/or occupiers of other units of the building from peaceful enjoyment of their respective units.
 - viii) demolish or cause or allow to be demolished its unit or any part thereof.
- ix) claim any right whatsoever in any part of the building and/or the premises save and except what has been expressly granted in its favour in the Schedule 'A' hereto.

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- x) keep or store any goods or articles on the stairs or passages or in any way obstruct the use and enjoyment of the stairs, passages and lifts by the owners and occupiers of the other flats and apartments of the said building.
- xi) allow its servants and/or agents to stay in the lobby or passages of the building of the premises.

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

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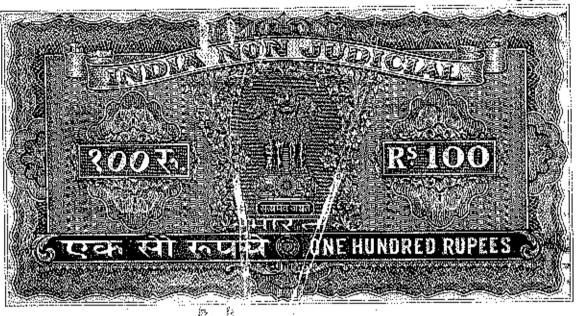
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SIGNED SEALED AND DELIVEF LD by the VENDOR at Calcutta in the presence of :

Parimotiky Joan Buros Kal Jahr Bur R.M. Minkhozin Poech: Caluntur Joanos

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

ANIL RUMAR LGARWAL 24, R.N. MOKINTIES ROSE CALCUTTA-700001 FOR BARASWATT VINIYOG LTD.

ORECTOR.

For USHA BELTRON LTD..

G. D. SAINI Company Secretary

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MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser the within mentioned sum of Rs 64,40,000/- being the consideration money paid in full to the VENDOR against purchase of Unit No. 2E described in Schedule 'A' under these presents, as under :-

1. By Cheque No062157 dated 12.2.98 drawn on Hough ong Banns NS Rd, Br., Calcutta for Rs. 64,40,000/- (Rupees Sixty four lakhs and forty thousand) only issued by purchaser in favour of vendor.

Rs. 64,40,000/-

TOTAL:

Rs. 64,40,000/-

(Rupees Sixty four lakhs and forty thousand Only)

Witness

Benedik Jon.
BINOB KR. JAIN
JU R. N. Mukunju Rond
Calculto 7111061.

For SARASWATI VINLYOG LTD.

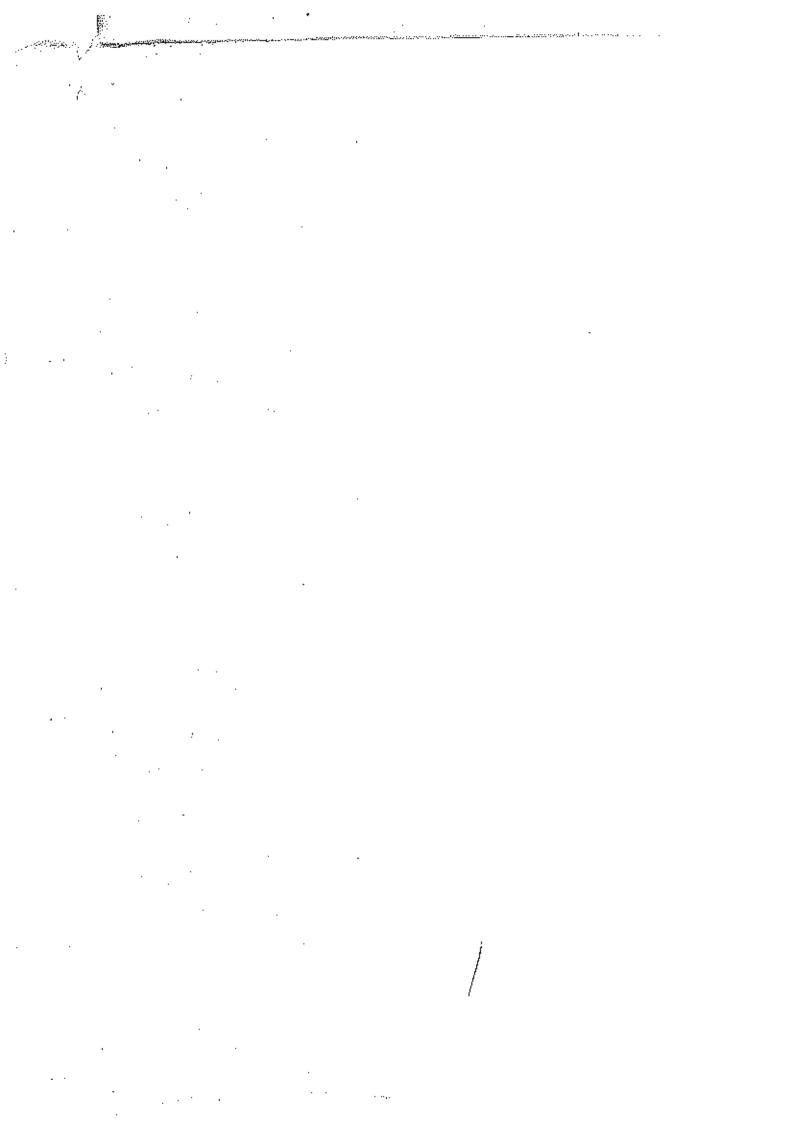
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DATED THIS DAY OF January 1998

BETWEEN

M/S. SARASWATI VINIYOG LIMITED
VENDOR

A N D

M/S, USHA BELTRON LIMITED

PURCHASER

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The following of the company of

DEED OF SALE

R. L. AGARWAL 24, R.N. MUKHERJEE ROAD CALCUTTA - 700 001.

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