



01DD 044413

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M/S. Corporate Ales Group
Tranche No. 13,880
66,390/-
has been paid
3,98,640
3,32,250
66,390

THIS DEED OF SALE made on this 9th day of December One thousand nine hundred ninety eight BETWEEN M/S. VENUS PROMOTERS PRIVATE 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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Subject & Tenor No. 10439/
Subsequently released
SBI Cheque no. 4745000
36,94,000

A.R.A.B.
24/4

Contd.....2

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Venus promoters p ltd
24 R N Mukherjee Rd
Calcutta

30.10.98

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332250

1 P.M.

4th Dec 98

Vinod Kumar Bunge

9.12.98

FOR VENUS PROMOTERS PVT. LTD.

Bunge
DIRECTOR

Vinod Kumar Bunge
Director for
Venus promoters
pvt ltd.
at 24, R.N. Mukherjee
Rd
Calcutta-700001

FOR VENUS PROMOTERS PVT. LTD.

Bunge
DIRECTOR

G. D. Saini
company secretary
for Usha Beltron Ltd
at Tatis Ilahi
Aamchi

FOR USHA BELTRON LTD.

G. D. Saini
Company Secretary

R. J. Aggarwal
S/o. Madan Lal Aggarwal
24 R.N. Mukherjee
Rd - 1
Service

Identified by me
R. J. Aggarwal
S/o. Madan Lal Aggarwal
24, R.N. Mukherjee
Calcutta-1
Service



01DD 014414

: 2 :

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 inheritance 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 & Ora. for the consideration therein mentioned sold transferred and conveyed to THE ALLIED

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 Venus promofens p dtd
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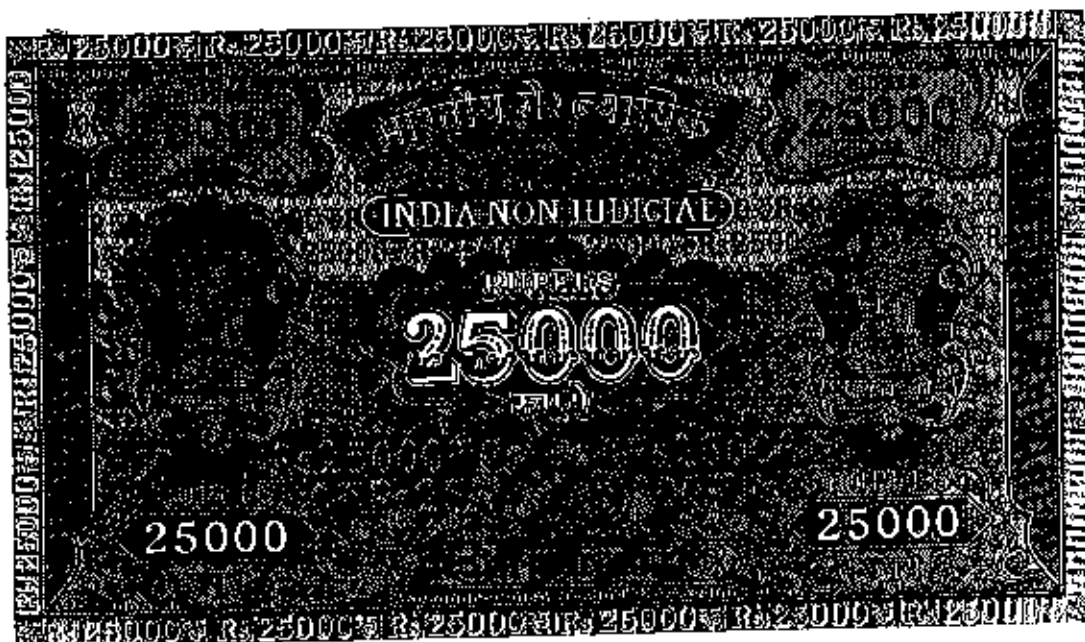
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Additional Register of...



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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 ;

c) 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 Nehru 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 ;

c) By an agreement 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 nominee of original Purchaser agreed to purchase from owner super built-up space measuring 949 Sq. ft. on the Second Floor of the building and engaged the Builder to construct an office unit on the said space measuring 949 sq. ft. on super built-up area being unit no. 2D on the Second Floor of the

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30.10.98

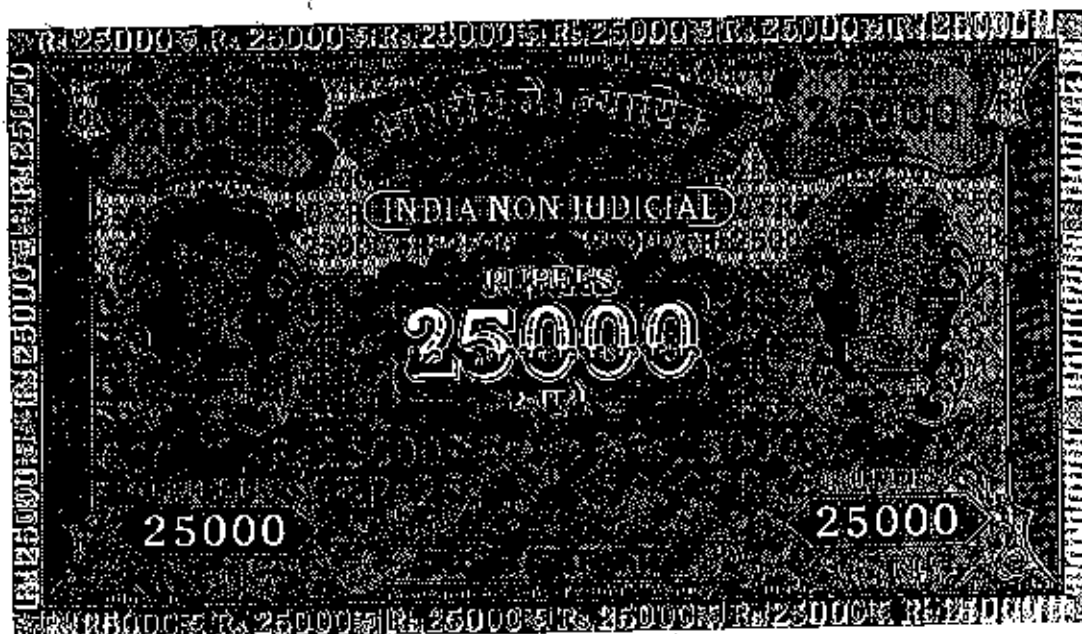
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1. The first part of the document is a circular stamp from the "BUREAU OF THE ARMY" in "WASHINGTON, D. C." dated "JAN 10 1918". The stamp is partially obscured by a large, dark, irregular mark.

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01DD 044417

: 5 :

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.

f) The Vendor duly paid the full consideration money towards the cost of the space and proportionate share in land and also paid full consideration towards cost of construction in terms of the said agreement, and took delivery of the said office unit No.2D, 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. 2D, measuring super built area of 949 sq. ft. 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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[Signature]
 Secretary of the State



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: 6 :

h) The said builder duly completed construction of the said unit No. 2D 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.

i) 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. 2D, 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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 Director, Government of India



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D) The Vendor, as Purchaser therein, acquired absolute right title and interest in the said Unit No. 2D, on the second floor of the premises No. 2A, Shakespeare Sarani, Calcutta, with a super built up area measuring 949 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.

k) 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. 2D 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. 2D measuring a super built area of 949 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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 Venus promoters p. 102
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30. 10. 1978

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: 8 :

described in the schedule 'A' hereunder written and shown in green ink in the plan annexed hereto for total agreed consideration of Rs. 47,45,000/- (Rupees Forty seven lakhs and forty five thousand) only free from all encumbrances charges claims demands liabilities attachments whatsoever but subject to requisite 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. 47,45,000/- (Rupees Forty seven lakhs and forty five 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 execution 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 Tax clearance and No Objection certificates 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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 Venus Promoter p Ltd.
 26 R R Mark Lane Rd.
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Minister of Education
 Canberra

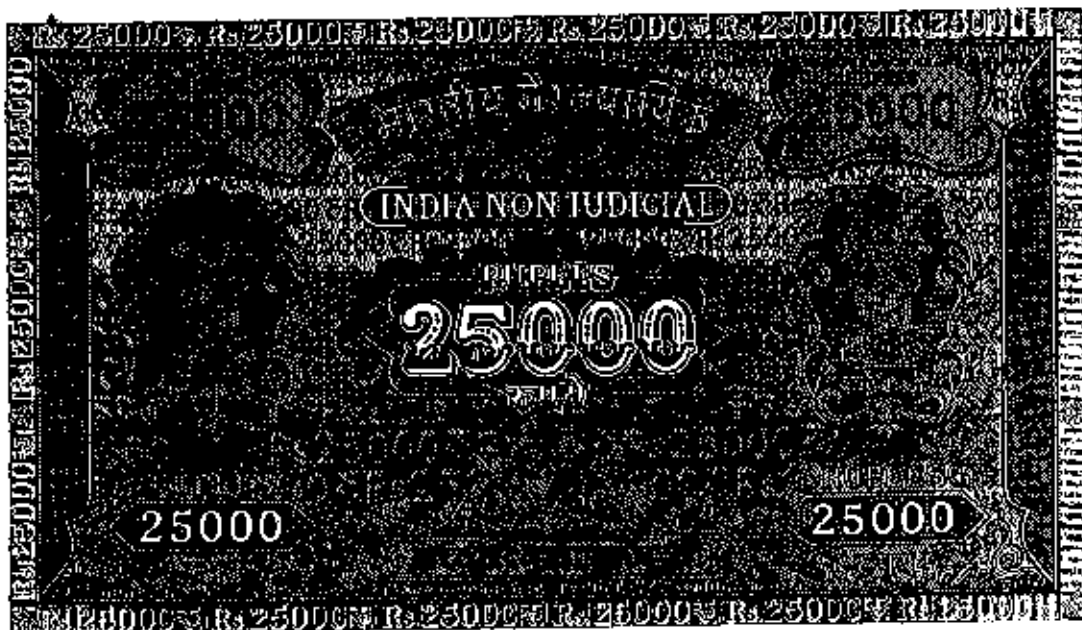


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: 9 :

by the vendor to the purchaser for the said apparent consideration, the vendor DOTH hereby grant, convey, transfer, sell, 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. 2D and the land attributable to the said unit No. 2D admeasuring 949 sq. ft. super built up area on the second floor at premises No. 2A, Shakespeare Sarani, Calcutta known as "Victoria Plaza" more fully and particularly described in the schedule 'A' hereunder written and shown in green ink in the plan annexed 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 held or enjoyed therewith and reputed to belong to or be appurtenant thereto AND the reversion/reversions or

Contd.....10



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: 10 :

remainder or remainders and the rents issues and profits thereof AND all the estate title and 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 heretofore 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 DOETH HEREBY COVENANT WITH THE PURCHASER
as follows :-

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: 11 :

(a) That the vendor has good title full right and absolute authority and indefeasible title to grant sell convey transfer assign and assure the said unit No. 2D 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

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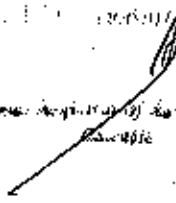
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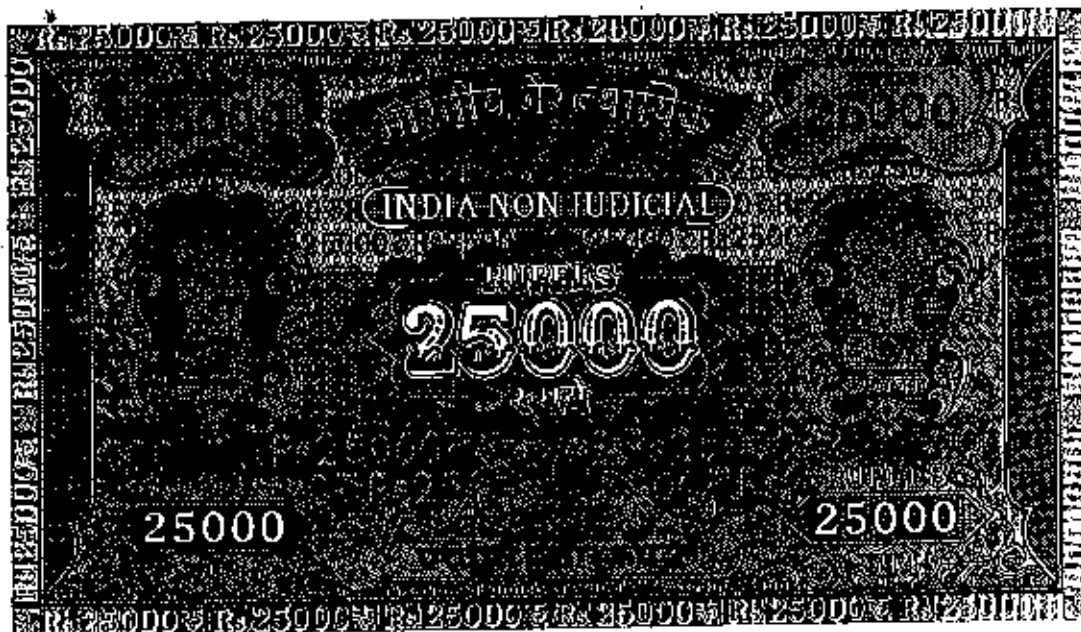
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: 12 :

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.

(e) The said unit is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever.

(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.

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The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, for the purpose of determining the location of the boundary between the land owned by the United States and the land owned by the State of California.

The boundary between the land owned by the United States and the land owned by the State of California is located at the intersection of the line of the boundary between the land owned by the United States and the land owned by the State of California and the line of the boundary between the land owned by the United States and the land owned by the State of California.

The boundary between the land owned by the United States and the land owned by the State of California is located at the intersection of the line of the boundary between the land owned by the United States and the land owned by the State of California and the line of the boundary between the land owned by the United States and the land owned by the State of California.



Assistant Secretary of Agriculture



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(g) The vendor has 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. 10,000/- deposited by vendor with the Allied has already been transferred to M/s. Chowringhee 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 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

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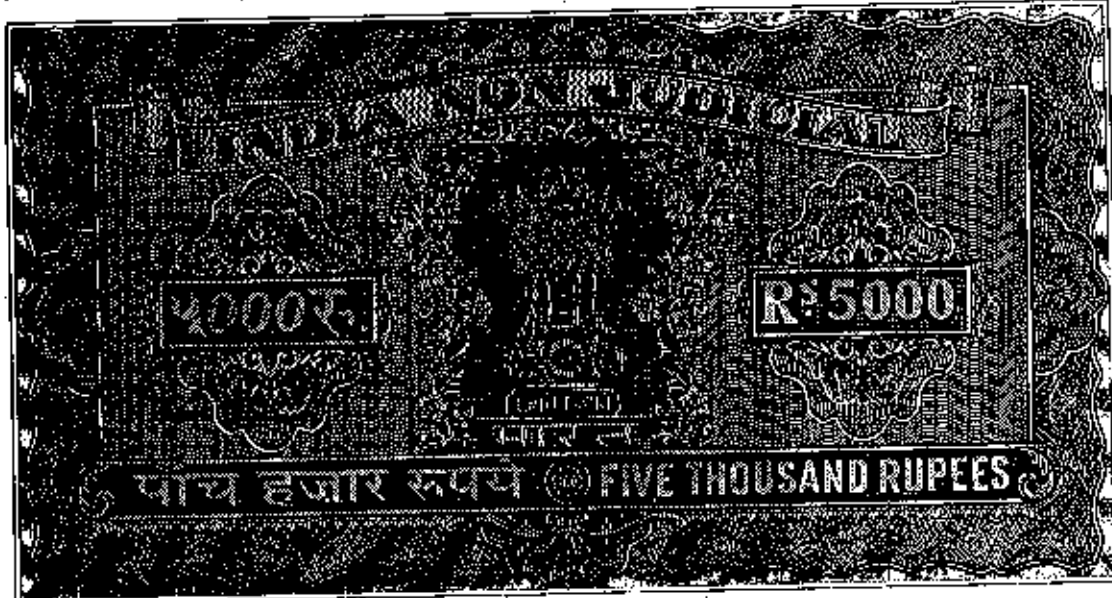
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Additional Reports of Accounting
 Exchange



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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 part thereof unto and to the use of Purchaser in manner aforesaid as shall and may be reasonably required.

(i) 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.

3. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR
AS UNDER :-

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Venus prometers p. d. d.
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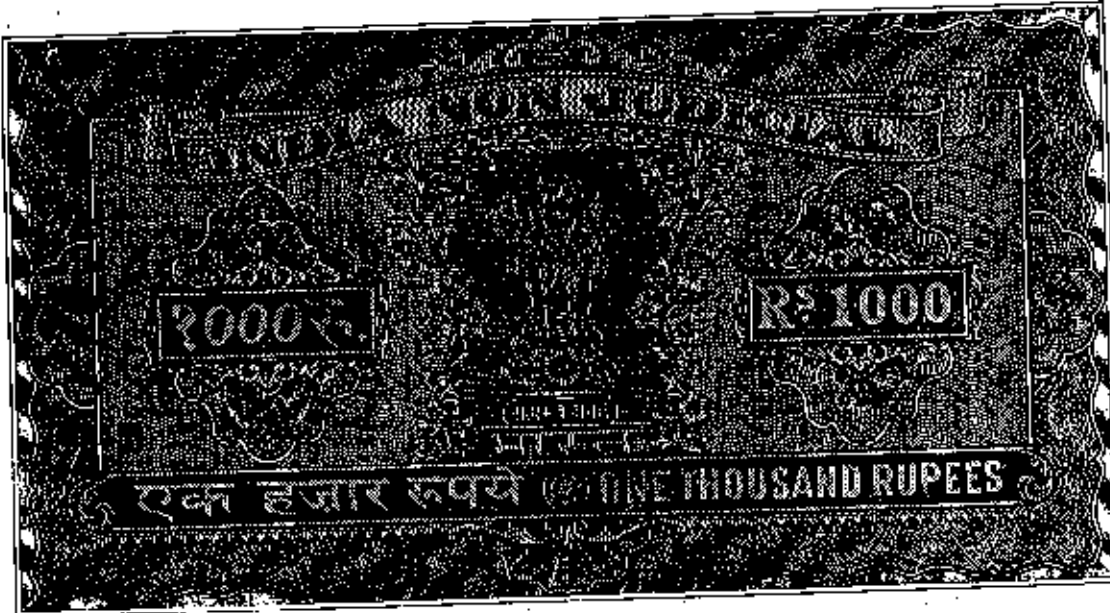
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: 15 :

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

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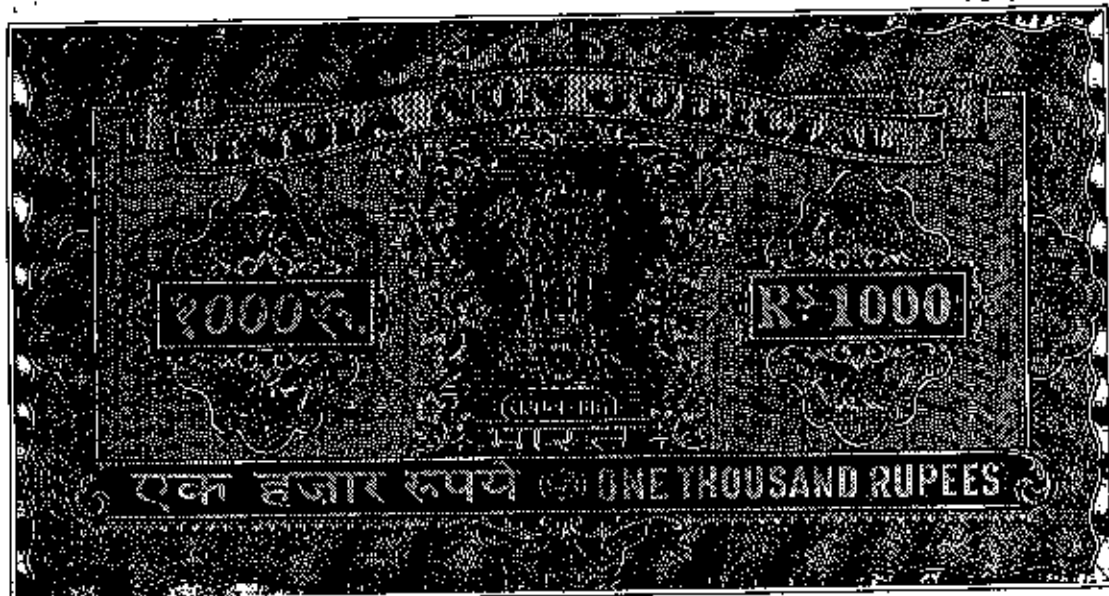
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Signature



: 16 :

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT unit No. 2D 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 949 (nine hundred forty nine) sq. ft. together with proportionate share, right, title, interest of the Vendor in the land attributable to Unit No.2D 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.2C of the Second Floor.

On the East : By open space of the premises.

On the South : By Unit No. 2E of the Second Floor.

Contd.....17

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 #24 R. r. m. k. l. e. g. e. d.
 (24)

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OF
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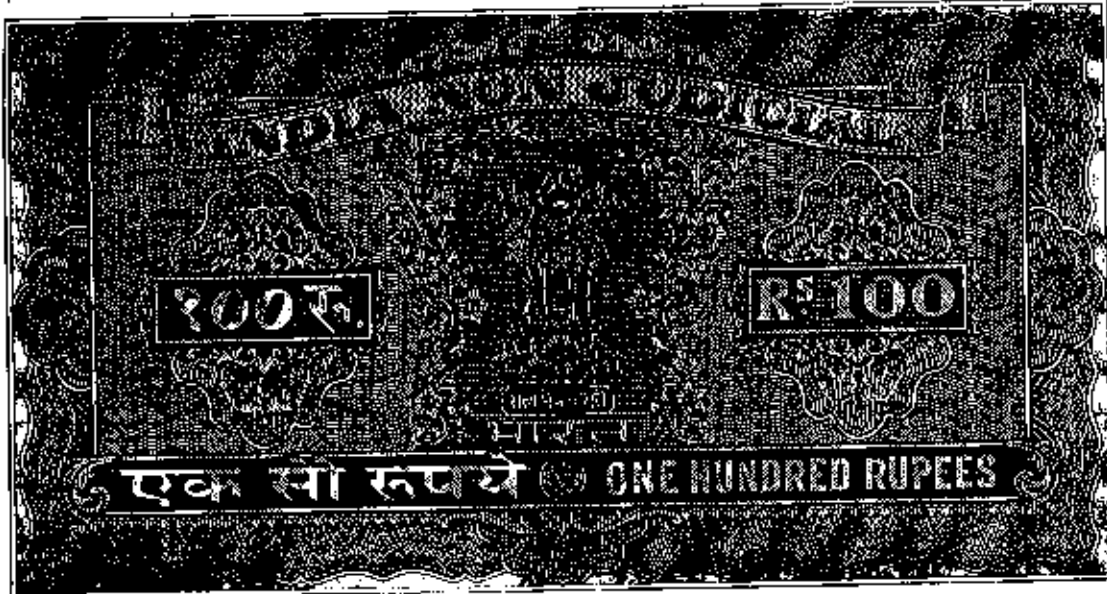
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: 17 :

On the West : 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.

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.

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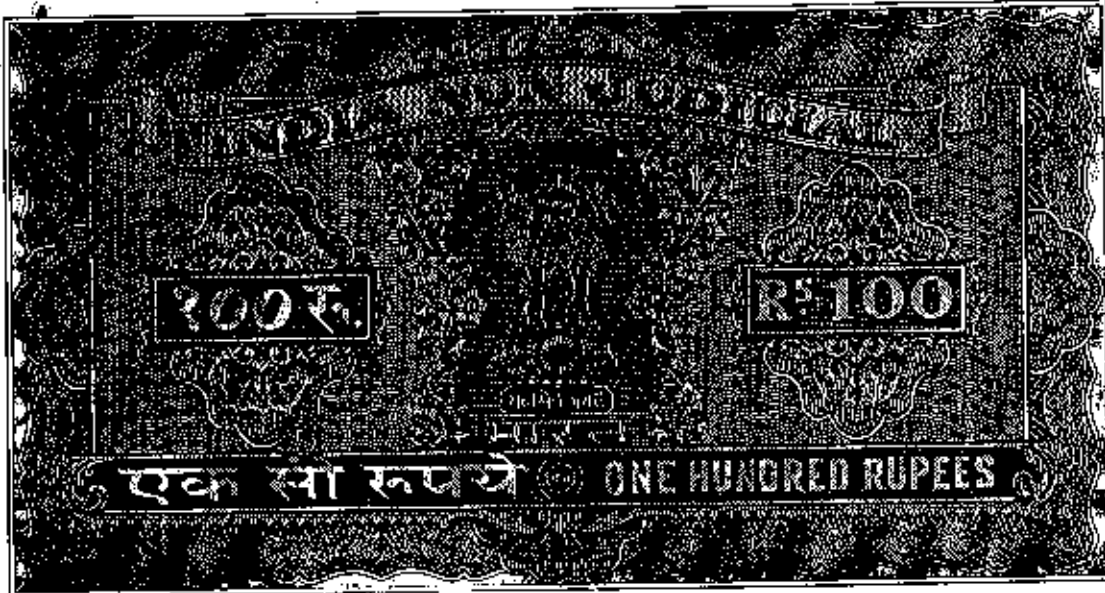
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Department of Transportation
 Houston



: 18 :

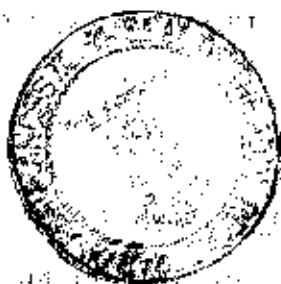
- c) The Purchaser shall bear and contribute the proportionate air-conditioning maintenance charges for air-conditioning of Purchaser's Unit No. 2D through the Centrally Air-conditioned System installed at the said building.
- d) The Purchaser shall be solely liable and responsible for payment of municipal 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.
- 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.

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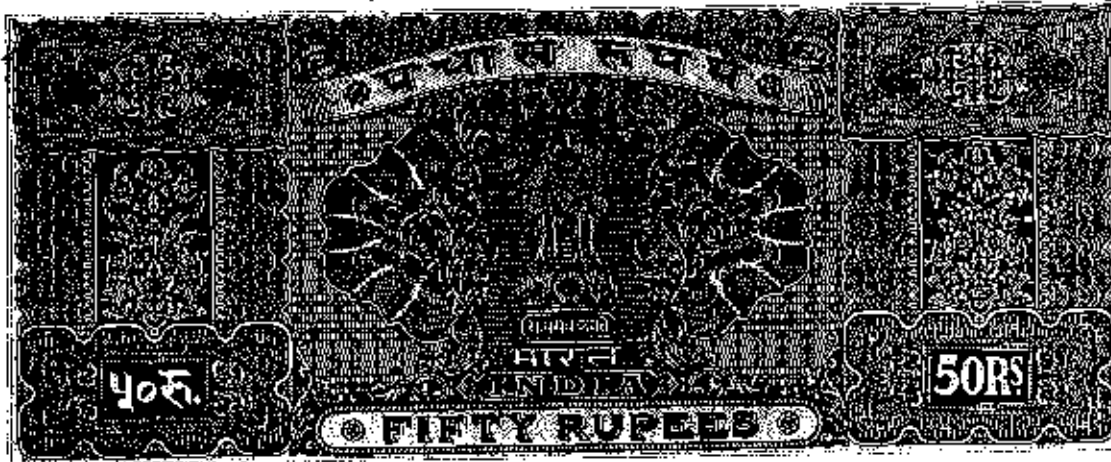
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 Signature

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Assistant Registrar of Land Revenue
 Government



: 19 :

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 -

i) 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.

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

Contd.....20

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, rags, 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.

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.

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.

Contd.....21



Additional Register of Assurances
Calcutta

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.

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

B. K. Jain
BINOD KUMAR JAIN
24, R.N. MUKHERJEE ROAD
CALCUTTA-700001

For VENUS PROMOTERS PVT. LTD.

B. K. Jain
DIRECTOR
(BINOD KUMAR RUNGTA)

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

R. L. Appaiah
R. L. APPAIAH
24, R.N. Mukherjee Road
2nd floor
Calcutta 700001

For USHA BELTRON LTD.

G. D. Saini
G. D. SAINI
Company Secretary

Contd.....22



Additional Registrar of Assurances-66
Calcutta

MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser the within mentioned sum of Rs 47,45,000/- being the consideration money paid in full to the VENDOR against purchase of Unit No. 2D described in Schedule 'A' under these presents, as under :-

1. By Cheque No. 068219 dated 12.2.98 drawn on Banque Nationale De Paris, Br., Calcutta for Rs. 47,45,000/- (Rupees Forty seven lakhs and forty five thousand) only issued by purchaser in favour of vendor.

TOTAL: Rs. 47,45,000/-

(Rupees Forty seven lakhs and forty five thousand Only)

Witness :

Binod K. Jain
BINOD K.R. JAIN
24, R.N. MUKHERJEE ROAD
CALCUTTA-700001

Drafted by

R. K. Singh
Advocate

For VENUS PROMOTERS PVT. LTD.

Binod Kumar Singh
VENDOR DIRECTOR

(BINOD KUMAR SINGH)

TYPED BY :



Additional Registrar of Land
Colonial

10-13-98
2001

DATED THIS 9th DAY OF December, 1998

BETWEEN

M/S. VENUS PROMOTERS PRIVATE LIMITED
VENDOR

A N D

M/S. USHA BELTRON LIMITED
PURCHASER

21-5-01

DEED OF SALE

40-1
01-1
10-1
10-1
50-1
5

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

