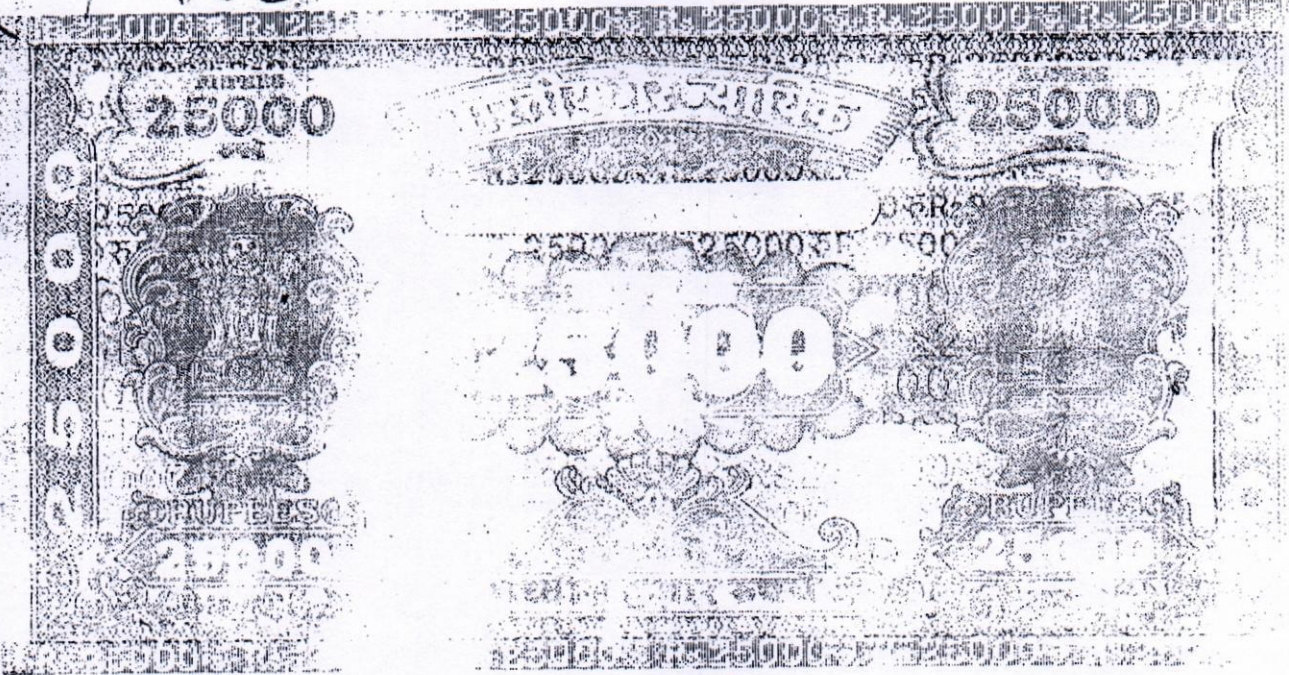


903

D 2088



135,000
170,000
3,05,000

Admissible under Rule 21 & also
s 5 (1) of W. B. L. R. Act. 1981
duly Stamped Under the Indian
Stamp Act. 1899 Subsequently
amended Schedule 1A No. 2
Fees Paid. A. 50

Value E-B
Mx. 61,00,000
30,500
1,35,000
20,000
1,70,000

01DB 044936

E. 7=00
H. 7=00
W. 18=00

Registrar s/s I (2)
North 24 Parganas, Barasat
(D. S. R.-I)
30/6/99

Registrar s/s I (2)
North 24 Parganas, Barasat
(D. S. R.-I) 23.7.99

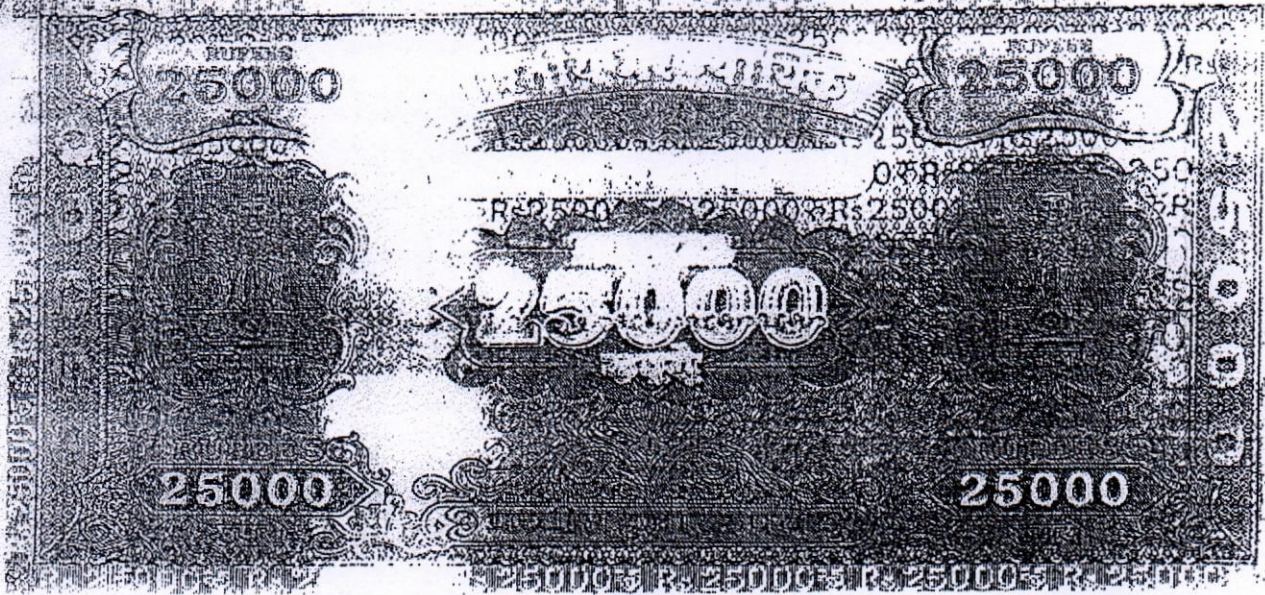
Deficit Stamp duty of Rs. 1,70,000
has been realised by
as per Banker's cheque
Bank Draft No. 10-804799 to 804795
date: 30.6.99 of 3000/-

Registrar s/s 7 (2)
AGREEMENT FOR SALE North 24 Parganas, Barasat
(D. S. R.-II) 30/6/99

THIS AGREEMENT FOR SALE made this 23rd day of
February, in the year One thousand nine hundred and ninety
nine BETWEEN THE ELECTRICAL STORAGE CO. PVT. LIMITED a
Company duly incorporated under the Companies Act, 1956,
and having its registered Office at 112, Narkeldanga Main

Road...

Amended
5/2
27/10/99
61,00,000
E. 7
H. 7
W. 18



01DU 011911

- 2 -

Road, Calcutta - 700 054, represented by MR. BASUDEV PAUL
CHOUDHURY son of Mr. B. M. Paul Choudhury, Director, resi-
ding at AC-99, Salt Lake City, Police Station Salt Lake,
Calcutta - 700 054, hereinafter called the "V E N D O R"
(which terms or expression shall unless excluded by or
repugnant to the context be deemed to mean and include its

succ- ..



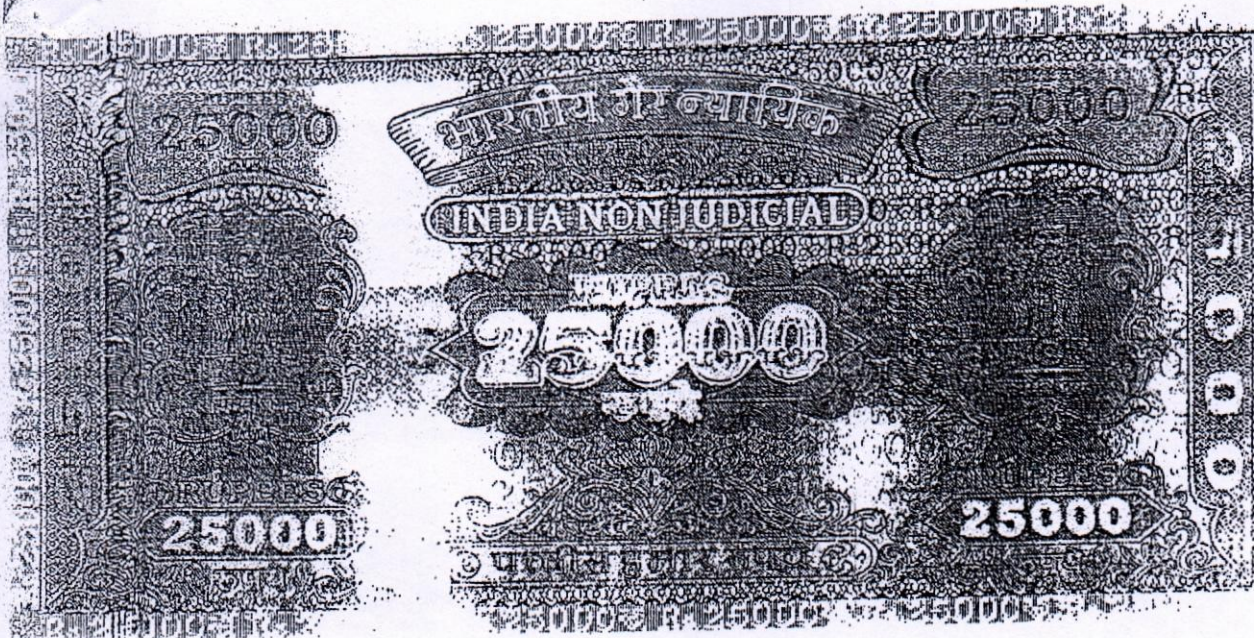
0100 011912

- 3 -

successors or successor in Office) of the FIRST PART.

A N D

STUDIO PRINTART Prop. B. CHOWDHURY PRINT & ART SERVICES PVT.
LIMITED a Company duly incorporated under the Companies Act,
1956, and having its registered Office at 1, Jawaharlal Dutta
Lane, Police Station Ultadanga, Calcutta - 700 067, represen-

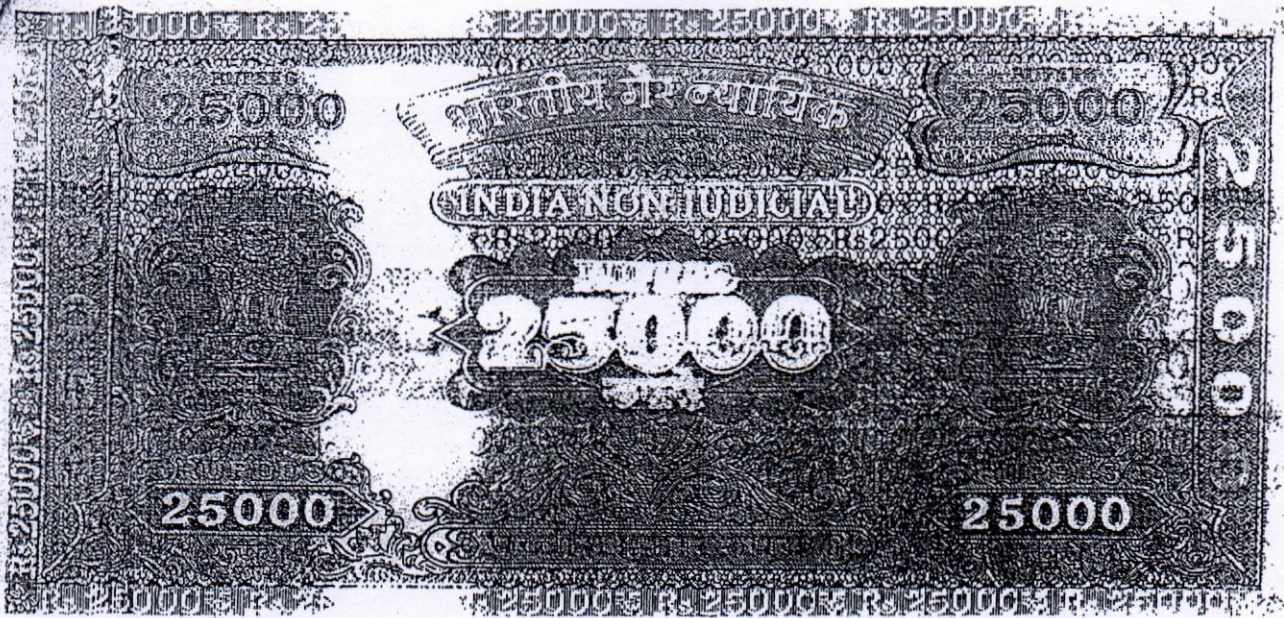


0100 011913

- 4 -

represented by SRI DEBABRATA CHOWDHURY son of Sri Barun Chowdhury of HB-95, Salt Lake City, Calcutta - 700 091, Managing Director, hereinafter called the "P U R C H A S E R" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in Office) of the OTHER PART.

WHEREAS..



0100 014911

- 5 -

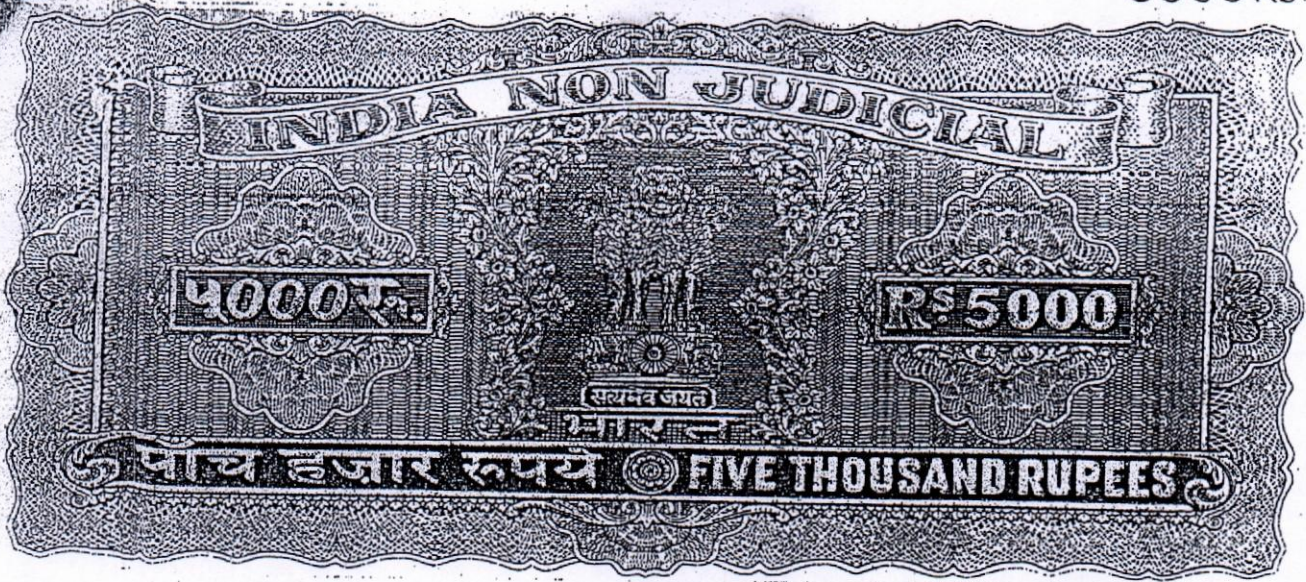
W H E R E A S by a Deed of Conveyance executed and registered on 15.03.1982 ^{2387.6A} BETWEEN SK.ABDUL MAJID son of Late Noor Mahammad of Village Lauhati, Post Office Rajarhat Bishnupur, Police Station Rajarhat, District of North 24-Parganas, the VENDOR of the ONE PART AND MESSRS ELECTRICAL STORAGE CO. PVT. LIMITED having its registered Office at ...

5000 Rs.



- 6 -

at 112, Narkeldanga Main Road, Calcutta - 700 054, the
PURCHASER of the OTHER PART and registered in Book
No.I, Being No.931 for the year 1982, registered at the
A.D. .R.Office Barasat. The said Vendor transferred and
conveyed unto the said Purchaser All That piece and parcel
of ...



- 7 -

of land measuring more or less 1(one) Bigha, lying and situated at Mouza Gopalpore, J.L. No.2, R.S. No. 140, Touzi No.2996, Khatian No. Previously 145, at present 266, Dag No. Previously 3170, at present 2148, P. S. Rajarhat, morefully described in the Schedule written hereinunder.

AND ...

AND WHEREAS by an another Deed of Conveyance executed and registered on 15.03.1982 BETWEEN Sk. Abdul Majid son of late Noor Mohammad of Village Lauhati, P.O. Rajarhat, Bishnupore, P.S. Rajarhat, District of North 24-Parganas, the VENDOR of the ONE PART AND MESSRS. ELECTRICAL STORAGE CO. PVT. LIMITED having its registered Office at 112, Narkeldanga Main Road, Calcutta - 700 054, the PURCHASER of the OTHER PART and registered in Book No.I, Being No.932 for the year 1982, registered at the A.D.R.Office, Barasat; The said Vendor transferred and conveyed unto the said Purchaser ALL THAT piece and parcel of land measuring more or less 1(one) Bigha, lying and situated at District of 24-Parganas, P.S. Rajarhat, A.D.S.R.O. Cossipore Dum Dum, Mouza Gopalpore, J.L. No.2, Touzi No.2998, R.S. No.140, Khatian No. (Previous) 145 at present 266, Dag No.(Previous) 3170, at present 2148, morefully described in the Schedule written hereunder.

AND WHEREAS the said Vendor amalgamated the said two Plots into One Plot and mutated its/their name in the records of Local Panchayat/Municipality and in the records of settlement Office, Government of West Bengal and the said Vendor have constructed a structure (Factory shed) on or a portion of the said land and seized and possessed and enjoyed the said Property free from all encumbrances, mortgage, charges liens, claims, liende- dence and without any disturbances from any other person or persons.

AND ...

AND WHEREAS the Vendor further represented the Purchaser that the Vendor is the absolute Owner of the property morefully described in the Schedule written hereinunder and the said property is free from all encumbrances, charges, liens, claims, demands, mortgage, leases, licences, tenancy, trusts, liabilities attachments, executions, easements, dispendence, restrictions, prohibitions and liabilities.

AND WHEREAS the Vendor have agreed to sale and the Purchaser have agreed to purchase ALL THAT piece and parcel of land measuring more or less two(2) Bighas, alongwith the Factory shed/Asbestor Shed and building on the said land lying and situated at Mouza Gopalpore, J.L. No.2, Khatian No.Old 145, at present 266, Dag No.Old 3170, at present 2148, P.S. Rajarhat, District 24-Parganas(North) morefully described in the Schedule written hereinunder and hereinafter referred to as the said property TOGETHER WITH all rights, privileges, easements, and appertenances, belonging thereto and belonging free from all encumbrances at a total consideration of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs) only.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

01. That the Vendor shall sell and the Purchaser shall Purchase ALL THAT piece and parcel of land measuring more or less...

less 2(two) Bighas, alongwith the Asbestor Shed and building on the said land lying and situated at Mouza Gopalpore, J.L. No.2, Khatian No. Old 145, at present 266, Dag No. Old 3170, at present 2148, P. S. Rajarhat, District of 24-Parganas(North) morefully described in the Schedule written hereinunder and hereinafter referred to as the said property TOGETHER WITH all rights, privileges, easements, and appertenances, belonging thereto and belonging thereto and belonging free from all encumbrances liens, and lispence, at a total consideration of Rs. 27,00,000/- (Rupees Twenty seven Lakhs) only. Upon the Vendor making out a good and marketable title thereto.

02. That the Purchaser on or before this day paid to the Vendor on or immediately before the execution of this Agreement for Sale a sum of Rs. 20,25,000/- (Rupees Twenty Lakhs Twenty five thousand) only as an by way of earnest money and/or part payment of consideration money receipt whereof the Vendor doth hereby admit and acknowledge, and the balance of the purchase money amounting Rs.6,75,000/- (Rupees Six Lakhs seventy five thousand) only shall be paid at the time of completion of the purchase.

03. That the Vendor shall procure the permission from the appropriate authority under Urban Land Ceiling Act 1976, necessary clearance certificate from the Income Tax Department for sale of the property, Appropriate Authority from the Department of Labour.

Government of West Bengal, Housing Department Government of West Bengal or any other authority or authorities which will be necessary for Sale /transfer the Schedule property in favour of the Purchaser or their nominee or nominees. And for the same all expenses shall be borne by the Vendor.

Q4. That the Vendor shall simultaneously with the execution of this presence deliver or cause to be deliver to the purchaser or their Lawyer all documents of title and papers relating to the said property in possession to the Vendor for investigation of title thereto upon the accountable receipt thereof, the Vendor shall make over such original documents, Deeds to the Purchaser immediately before or at the time of execution of the Deed of Conveyance on terms of this Agreements. The Vendor shall make out a good and marketable title to the property. All queries about title of the property must be given by the Vendor within 15(fifteen) days from the receipt of this notice.

Q5. That the Vendor declare that there are no litigation or any pending suit in any Court of Law of the said property, and the said property is free from all encumbrances, charges, liens claims, demands mortgage, lease, licence, tenancy, trust, liabilities attachment execution easements, lispendence and liabilities.

Q6. That the Vendor have handed over the physical possession of the undernoted-Schedule property to the Purchaser on 26.09.1978

and transfer all their rights on the undernoted Schedule property in favour of the Purchaser.

07. That the Purchaser may repair and renovate the said Factory Shed and building at their own discretion for the purpose of their business and for this the Vendor shall not raise any objection in future.
08. That on and from this date the Purchaser shall run their factory /business on the undernoted Schedule property as per their discretion in their own names or in the names of their nominee or nominees, freely and without any interruption and disturbances from the Purchaser or any other person or persons.
09. That the Purchaser shall take Electric connection and new electric meter on the undernoted Schedule property for their business purpose in their own name from the West Bengal State Electricity Board or C.E.S.C. Ltd. That the Purchaser also may transfer the name of the existing meter in their own name in lieu of the Vendors name in the W.B.S.E.B or C.E.S.C. Ltd.
10. That the Purchaser shall take Trade Licence from the Municipality and any other licence or licenses from the Excise Department, Pollution Control Board, Labour Department Government of West Bengal, Factory Department Government of West Bengal, Airport Authority, Housing Department Government of West Bengal

P....../

or any other Authority or Authorities which will be necessary for carry on the business /Factory on the Schedule property by the Purchaser in their own name.

11. That the Purchaser shall take permission or obtaining sanction Plan for repair and renovation the Factory shed and building from the Local Municipality or Competent Authority in their own name. And the Purchaser also pledge this Property for Project Finance purpose to any Financial Institution.

12. That the Vendor shall pay all their dues to the W.B. S.E.B. for Electric charges and any tax dues to the Local Municipality or any liability or tax dues to the competent authority or Authorities or any dues to the labour, suppliers or to the creditors or any other person or persons from the Vendor and for this the Purchaser shall not be liable or responsible in any way. That if the Purchaser pay any dues to the W.B.S^E.B. or any other authority or authorities for an on behalf of the Vendor the said amount will be adjusted and deducted by the Purchaser from the balance consideration money payable to the Vendor.

13. That if a good and marketable title is made out and the property is found to be free from all encumbrances, attachments, and charges and other claims and demands and not affected by any notice or scheme of acquisition or requisition, the Vendor will execute a proper a Conveyance or Conveyances in favour of the

Purchaser or their nominee or nominees or assignee in which the Vendor shall make such other person or persons, if any join if necessary as Conveyancing confirming or assuring party or parties as the case may be to pass and convey and absolute Title unto the Purchaser or to redeem any charge or encumbrances. The Vendor shall bear and pay all outgoings and liabilities of the property upto and inclusive of the date of sale.

14. That upon a good and marketable title having being made out to the undernoted Schedule property but the Vendor fails and neglect to execute and register the Deed of Conveyance in favour of the Purchaser or in the name of their nominee or nominees within 30.06.1999 in that case the purchaser shall be at liberty to sue against the Vendor or enforce specific performance of this Agreement or may sue the Vendor for recovery of the earnest money alongwith all expenses and cost and dameragecharges and interest and other reliefs.

15. Upon making out a good and marketable title of the said property but the Purchaser fails and intentionally neglect to pay the balance amount of consideration money to the Vendor within the said period and neglect to execute ~~and~~ register the Deed of Conveyance in the name of the purchaser or in the name of its nominee or nominees in that event the Vendor may sue against the purchaser for specific performance of this Agreement,

16. That the said Schedule property or any portion thereof is not at present effected by any notice or scheme of the Municipality or any other Government Authority or public Authority or Body Corporate. If it be found to be so effected before the completion of the sale, it shall be optional on the part of the purchaser to rescind this Agreement and in that event the Vendor shall refund the earnest money with all renovation and repair expenses made by the Purchaser with interest and damerage charges and all other expenses for execution the legal documents within 30(thirty) days from the receipt of notice from the Purchaser.

17. That the Vendor shall further declare that the Schedule property is free from all encumbrances liens, lispence, mortgage or any other charges.

THE SCHEDULE OF THE ABOVE REFERRED TO :

ALL THAT piece and parcel of land measuring more or less 2(two) Bighas, alongwith Asbestor shed measuring more or less 3800 sq.feet and one storied building measuring 500 sq.feet and with all easement rights on the said property which is lying and situated at District North 24-Parganas, A.D.S.R.O. formerly Cossipore Dum Dum, at present Bidhan Nagar, Salt Lake, P.S. Rajarhat, Mouza Gopalpore, J.L. No.2, Touzi No.2998, R.S. No.140, Khatian No.01, 145, at present 266, Dag No.Old 3170 at present 2148, which is butted and bounded as under -

ON THE NORTH BY - Garden of Mounse .
ON THE SOUTH BY - Mir Sultan Ali .
ON THE EAST BY - Yeasin Mondal and Others .
ON THE WEST BY - Plot No.3169 .

IN WITNESS WHEREOF both the parties have hereunto set
and subscribed their hands and seal on the day, month and year
first above written.

SIGNED SEALED AND DELIVERED

In the presence of :-

01. Tarak Roy
Kali park
P.O. R. Gopalpur
D-N 24 P98

02. *[Handwritten signature]*
[Handwritten signature]

28

[Handwritten signature]
For The Electrical Storage Co. (F) Ltd.
[Handwritten signature]
Director

Signature of the "VENDOR".

For STUDIO PRINTART
Printer & Stationery Printer & Art Services
No. 28

[Handwritten signature]
[Handwritten signature]

Signature of the "PURCHASER".

Drafted by -
[Handwritten signature]
Chandra Nath Sen,
Advocate.

Typed by -
[Handwritten signature]
Biswajit Roy,
Dum Dum Cant.,
Calcutta - 28.

RECEIVED ..

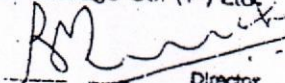
RECEIVED a sum of Rs.20,25,000/- (Rupees Twenty Lakhs twenty five thousand) only as earnest money and or part payment of the consideration money paid by the Purchaser to the Vendor as per this Agreement for Sale.

M E M O

| | | |
|--|---------|------------------------|
| Paid by Bank Draft No.000424, dated 31.03.1998. | ... | Rs. 6,75,000/- |
| Paid by Bank Draft No.000176, dated 26.09.1998. | ... | Rs. 6,75,000/- |
| Paid by Bank Draft No.54820, dated 19.01.1999. | ... | Rs. 2,00,000/- |
| Paid by Bank Draft No.000608,dated 22.02.1999. | ... | Rs. 4,75,000/- |
| - All Bank Drafts have been issued on Standard Chartered Bank, Salt Lake Branch,Calcutta.. | Total : | <u>Rs. 20,25,000/-</u> |

(Rupees Twenty Lakhs Twenty five thousand only).

For The Electrical Storage Co. (P) Ltd


Director

Basudwipaul Chaudhary