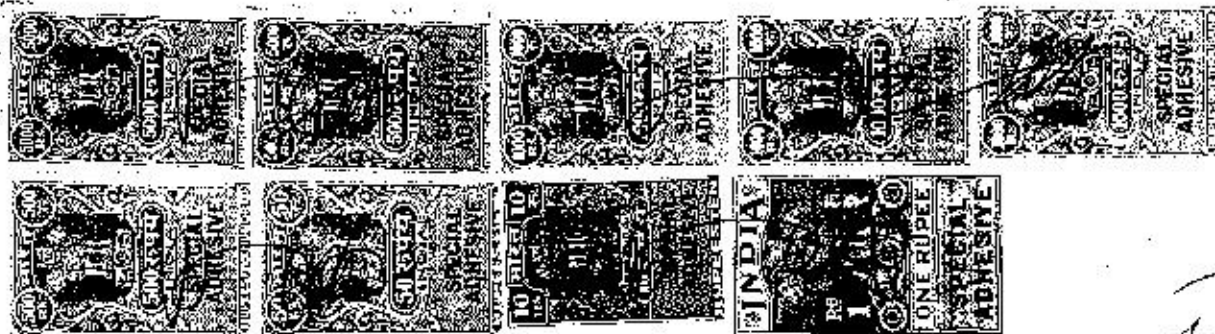


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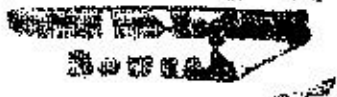
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1/6/55



THIS INDENTURE made this 1st day of June
One thousand nine hundred and eighty-five BETWEEN M/S. AGARWAL
HARDWARE WORKS PRIVATE LIMITED, a company incorporated under the
Indian Companies Act, 1913 and an existing company within the
meaning of the Companies Act, 1956 and having its registered
office at No. 167, Chittaranjan Avenue, Calcutta, hereinafter
called "the VENDOR" (which expression shall unless excluded by
or repugnant to the context include its successors and assigns)
of the ONE PART AND AGARWAL HARDWARE WORKS & FOUNDRIES PRIVATE
LIMITED a company incorporated under the Companies Act, 1956
and..

[Handwritten scribbles and initials]

Approved for Equities

1.6.88

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~~XXXXXXXXXX~~

Production Plan Volume

Production Plan Volume

James Cameron

James Cameron

1.6.88

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1.6.88

and having its registered office at No.10, Seth Parasram Bajaj Road, (formerly known as Stark Road), Liluah, Howrah hereinafter called " the PURCHASER" (which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the OTHER PART:

W H E R E A S -

- 1) The Vendor is a Private Limited Company owned and managed by a Beriwalla Family and has two factories situate at No.10, Stark Road, now known as Seth Parasram Bajaj Road, Liluah, Howrah, and at 2, Ishwar Chatterjee Road, Sodepur, 24-Parganas, respectively.
- 2) Due to differences and dissensions in the said Beriwalla family the joint management of the Vendor by all the members of the Beriwalla family became difficult and the business of the Vendor has been suffering huge loss in the recent past. It is becoming increasingly difficult to carry on the said two businesses of both the said factories under one corporate structure and the Bankers to the Vendor, namely Bank of India, who have lent huge sums of money to the Vendor and huge debts have been mounting in the recent past are also insisting that the management of the two factories of the Vendor at Liluah and Sodepur be separated under different corporate structures.
- 3) The Vendor is a holding company of the Purchaser and the Purchaser is its subsidiary company. The Vendor has accordingly submitted a Scheme for transfer of the said factory of the Vendor at Liluah to the said subsidiary company the purchaser herein and the Bank of India has also sanctioned the said scheme.
- 4) The said factory of the Vendor at Liluah comprises of all those the factory land with factory buildings, factory structures, sheds, structures, foundry moulds, electric installation, furnitures, electric machinery, motor cycles, machineries, fixtures..

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fixtures and fittings, stocks, stores, raw material, book debts, deposits, loans outstanding, cash moneys and other assets relating thereto.

5) The sale of the moveable assets of the vendor including plant and machinery, furnitures, fixtures, electric installations electric machines, laboratory equipments, motor cars, motor cycles, foundry moulds, book debts, loans, advances, security moneys, security and other deposits, investments, government securities, shares, refunds, earnest money, export claims, customs drawback, cash subsidies, refund under international price reimbursement scheme of Engineering Export Promotion Council, reimbursement and replenishments of raw materials against export, export entitlements, Income Tax, Sales Tax and Excise Duty Refunds, stocks, Raw materials, finished and semi-finished goods, stores, spares, Bank and Cash Balance, quota rights, fuels, coal, pig iron, hard coke, kerosene oil, diesel oil, iron and steel scrap, sheets, miscellaneous steel items cement and all other moveable properties and assets whatsoever lying at and or relating to or stored at or otherwise relating to the said factory of the vendor at No.10, Stark Road, now known as Seth Parasram Bajaj Road, Liluah, Howrah, the plant and machinery being those more particularly specified in Schedule 'B' hereunder has already been effected and completed by delivery of possession thereof by the vendor to the purchaser.

6) The parties hereto have jointly surveyed and valued the said properties and upon such valuation the value thereof has been arrived at Rs.1,00,000/- being the proper market value specially upon consideration of the existing nature and condition of the buildings and structures which have become old and dilapidated requiring renovation and upon consideration of the location of the site being a low land a part thereof remaining water-logged and partly tenanted.

7) The parties hereto are desirous of transferring the said immoveable properties of the said factory situate at No.10, Stark Road, now known as Seth Parasram Bajaj Road, Liluah, Howrah, more particularly described in Schedule "A" hereunder and have agreed to sell the same to the Purchaser and the Purchaser has agreed to purchase the same at and for a consideration of Rs.1,00,000/- paid by the Purchaser to the Vendor by issue of 1000 fully paid up equity shares of the face value of Rs.100/- each of and in the Purchaser company. The Vendor and the Purchaser have agreed to the said proposal being good and marketable.

NOW THIS INSTRUMENT WITNESSETH as follows:-

1. In pursuance of the aforesaid Agreement and in consideration of the said sum of Rs.1,00,000/- (Rupees One lac) only paid by the Purchaser to the Vendor by issue of 1000 fully paid up equity shares of the face value of Rs.100/- each of and in the Purchaser Company, the Vendor doth hereby absolutely and indefeasibly grant, convey, sell, transfer, assign and assure unto the Purchaser, FIRSTLY ALL THAT the piece and parcel of land measuring more or less Eleven Bighas Eight Cottahs Twelve Chittacks and Thirty-five Square Feet Together With buildings sheds and structures situate lying at and being on the land situate at 10, Stark Road now known as Seth Parasram Bajaj Road, Liluah, Howrah, more particularly described in the Schedule "A" hereunder written TO HAVE AND TO HOLD the same Together With all rights, liberties and appurtenances unto and to the use of the Purchaser absolutely and for ever free from all encumbrances and liabilities whatsoever.

2. The Vendor doth hereby covenant with the Purchaser (1) THAT the Vendor has good right full power absolute authority and indefeasible title to grant sell convey transfer, assign and assure ALL AND SINGULAR the said lands buildings, sheds, structures hereby granted sold conveyed and transferred or expressed or intended so

to..

to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents and (2) 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 lands buildings, sheds, structures hereby granted sold conveyed and receive and take the rents, issues and profits thereof and every part thereof without any trouble, hindrance, eviction, interruption disturbance claim and demand whatsoever from or by the Vendor or any person claiming under him and (3) THAT free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner or from and against all and all manner of former and other estates mortgages charges claims demands liens lispendens debts attachments execution liabilities and encumbrances whatsoever and (4) THAT the Vendor and all persons having or claiming any right title or interest into or upon the said lands, sheds, structures 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 or any other person as aforesaid 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 effectually granting transferring or assuring the said lands buildings sheds and structures and every part thereof unto and to the use of the purchaser as shall or may be reasonably required.

THE SCHEDULE 'A' ABOVE REFERRED TO:

ALL THAT piece or parcel of Rayati Mokrari Sthitiban garden land and tank filled marshy land measuring more or less Eleven Bighas Eight Cottahs Twelve Chittacks and Thirty-five Square Feet Together With the old dilapidated building structures sheds and out-houses..

out-houses or godowns built thereon or on part thereof bounded by pucca boundary wall and situate in Pargana-Boro Maujabs Malipanchghara and Belur Parganas Boro and Samarsahi and Khalore Thana Bally Sub-Registration Howrah in the District of Howrah and being premises No.51, Stark Road also known as 40, Malipanchghara Road, Liluah and now numbered 10, Stark Road, renamed Seth Parasram Bajaj Road, Liluah, Howrah, within the Bally Municipality and comprising of the following several plots, namely:-

1. Touzi No.820 J.L.No.17, Re. Su.No.1984, C.S.Settlement Khatian No.219 Dag Nos. 44 and 45 containing by estimation Three Bighas and Five Cottahs of land (recorded in the C.S.Settlement as .270 acres) and paying a fixed annual rent of Rupees Two Annas Fourteen and pice three lately to Sovabazar Raj Estate and now to Junior Land Revenue Officer, Howrah, on behalf of the Collector of Howrah.
2. Touzi No.820 C.S.Settlement Khatian No.276 J.L.No.17, Re.Su.No. 1984, Dag No.42 containing by estimation One Bigha and five Cottahs of land(recorded in the C.S.Settlement as.378 acre) and Dag No.45 containing by estimation One Bigha and Ten Cottahs of land(recorded in the C.S.Settlement as .866 acre) and for the above Khatian paying a fixed annual rent of Rupees Twenty lately to Jitendra Kumar Ghose Hazra and other and now to J.L.R.O.Howrah.
3. Touzi No.734 C.S.Settlement Khatian No.12 Mouza Belur Parganas Samarsahi, J.L.No.15, Re.Su.No.1981 Dags Nos. 2311 and 2311/2329 containing by estimation Three Bighas of land (recorded in the C.S.Settlement as .710 acre) and Touzi No.734 Khatian Nos.11, Dag No.2310 containing by estimation eighteen Cottahs of land(recorded in the C.S.Settlement as .174 acre) paying for the above two Khatian fixed annual rents of Rupees Ten and Rupee One and annas eight and pice six respectively lately to Baidyanath Mukherjee and others and now to J.L.R.O.Howrah.

4. Touzi No.3989 C.S.Settlement Khatian No.287, J.L.No.17, Re.Su. No.1984, Dag No.41 containing by estimation Fourteen Cottahs of land (recorded in the C.S.Settlement as .196 acre) and paying a fixed annual rent of Rupee One annas five and pies six lately to Sarat Kumar Roy and others of Dighapatia and Sanat Kumar Mukherjee in equal shares and now to J.L.R.O., Howrah.
5. Touzi No.820 C.S.Settlement Khatian No.230, J.L.No.17, Re.Su. No.1984, Dags Nos. 43,56 and 43/134 containing by estimation Eight Cottahs (recorded in the C.S.Settlement as .145 acre) and paying an annual rent of Rupee One only to Jugal Mishore Dutt and others and now to J.L.R.O., Howrah.
6. Touzi No.19, C.S.Settlement Khatian No.23, J.L.No.17, Re.Su.No. 1984, Dag No.47 (area recorded in the C.S.Settlement as .830 acre) and Touzi No.820 Khatian No.217 J.L.No.17, Re.Su.No.1984 Dag No. 46/133 (area recorded in the C.S.Settlement as .213 acre) Total area of lands of the said two Khatians being by actual estimation Four Bighas more or less and paying the fixed annual rents of Rupees Eight annas eight and pies six and Rupees Three and annas twelve respectively lately to Kissengopal Daga and others and now to J.L.R.O., Howrah.

The said premises No.51, Stark Road, also known as No.40, Malipanchghara Road and now numbered as 10, Stark Road now known as Seth Parasram Bajaj Road, Liluah, is butted and bounded on the North partly by Stark Road now known as Seth Parasram Bajaj Road and partly by Malipanchghara Road, on the East partly by Malipanchghara Road and partly by holding No.43, Malipanchghara Road, on the South by holdings of Janki Devi Jalan Road and tank and on the West partly by Kedar Singh's land and partly by drain and Dharamtola Road.

THE SCHEDULE 'B' ABOVE REFERRED TO:LIST OF PLANT & MACHINERY.

<u>Sl.No.</u>	<u>Description.</u>	<u>Quantity.</u>
1.	Cupolas 5-ft dia 30-ft. height with accessories and staging.	2 Nos.
2.	Diesel Engine - 80 H.P. (Second Hand).	1 No.
3.	Blower (Coupled with diesel engine).	1 No.
4.	Cupola charger with Motor.	1 No.
5.	O.T. Crane 37'-6" span.	1 No.
6.	O.T. Crane Longitudinal travel, manually operated 46'-6" span.	1 No.
7.	H.O.T. Crane with chain pulley block with long travel & transverse movement manually 37'-6" span.	2 Nos.
8.	Air Compressor with receiver & starter (for rivetting).	2 Sets.
9.	Pneumatic moulding machines without compressor.	1 Set.
10.	Hand moulding machines.	12 Nos.
11.	Sand reconditioning plant with sand conveyer system.	1 Set.
12.	Portable vibrating screen.	1 Set.
13.	Coal Grinder with Motor	1 No.
14.	Stationery sand mixer with Motor.	1 No.
15.	Tumbling Barrels with Motor.	6 Nos.
16.	Floor grinders with motor.	22 Nos.
17.	Water Pumps.	5 Nos.
18.	Weigh Bridge - 25 M/T Capacity.	1 No.
19.	Weighing Scale - 2 M/T Capacity.	2 Nos.
20.	-do- - 1 M/T Capacity.	3 Nos.
21.	Lathes with Motor.	7 Nos.
22.	Shaping m/c with motor.	1 No.
23.	Drill m/c (Pillar type) with motor.	1 No.
24.	Bench Drills with motor.	2 Nos.
25.	Hacksaw m/c with motor.	1 No.

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Sl.No.	Description.	Quantity.
26.	Electrical arc welding(Transformer) m/c.	2 Nos.
27.	Tullu Pump.	1 No.
28.	Electrical Motors - 25 H.P.	2 Nos.
29.	Electrical Motors - 7.5 H.P.	2 Nos.
30.	Electrical Motors - 5 H.P.	1 No.
31.	Electrical Motors - 2 H.P.	2 Nos.
32.	Hydraulic Load Testing Machine.	1 No.
33.	Shearing Machine(without motor).	1 No.
34.	Brinell Hardness Testing Machine.	1 No.
35.	Transformer - 500 KVA.	1 No.
36.	Electrical Distribution System with Isolators,Capacitors including Cables etc.	1 Set.
37.	<u>LABORATORY EQUIPMENTS:</u>	
	i) Sand testing equipments - 5 Nos.	
	ii) Muffle furnace - 1 No.	1 Set.
	iii) Carbone determination apparatus - 1 No.	
	iv) Hot Plate(Elec.) - 1 No.	
	v) Lab.balance - 2 Nos.	

IN WITNESS WHEREOF the PARTIES hereto have executed these presents the day month and year first above written.

SEALED WITH THE COMMON SEAL of the VENDOR and signed by Shri Parushottam Beasirala, Shri Shyam Sunder Beasirala and Shri R. K. Shyam Beasirala two of the Directors pursuant to resolution of the Board of Directors passed at a meeting held on 31st May 1985 at Calcutta in the presence of:-

For Agarwal Hardware Works Ltd

[Handwritten signature]
Director

[Handwritten signature]
SA, Beasirala Co.
Calcutta

[Handwritten signature]
in Boardman
Roul
(at 17)

RECEIVED..

[Handwritten notes]
Parushottam ...
SA, Beasirala
Calcutta

Prepared at my clients
[Handwritten signature]
Adv.




~~XXXXXXXXXXXXXXXXXXXX~~
1/6/85

RECEIVED from the withinnamed Purchaser the withinmentioned 1000 fully paid up equity shares of the face value of Rs.100/- each of and in Agarwal Hardware Works & Foundries Private Limited and of an aggregate value of Rs.1,00,000/- (Rupees One Lac) only. ~~as per memo below:~~

Rs. 1,00,000/-

MEMO OF CONSIDERATION: For Agarwal Hardware Works (P) Ltd.

[Handwritten signature]
Director

1) *[Handwritten note]*
Purchaser was being
SA, Robinson St.
Cal-17.

2) *[Handwritten note]*
S. N. Tuli (Tulsyan)
SA, Robinson St Cal 17

DATED THIS 12th DAY OF June 1985.

- F R O M -

M/S. AGARWAL HARDWARE WORKS (P) LTD.,

- T O -

AGARWAL HARDWARE WORKS & FOUNDRIES
PRIVATE LIMITED.,

C O N V E Y A N C E .

P.D.Himatsingka & Co.,
Advocates.



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~~XXXXXXXXXX~~
Bourbon



12/11/82

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