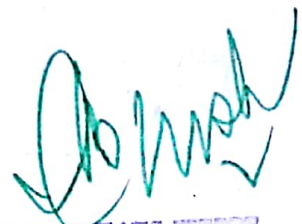


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29 AUG 2002

SL. NO. _____ DATE _____
NAME _____
ADD. _____
AMT. _____

D. K. Bhattacharya
Advocate
Alipur Judges' Court
Kolkata-700027

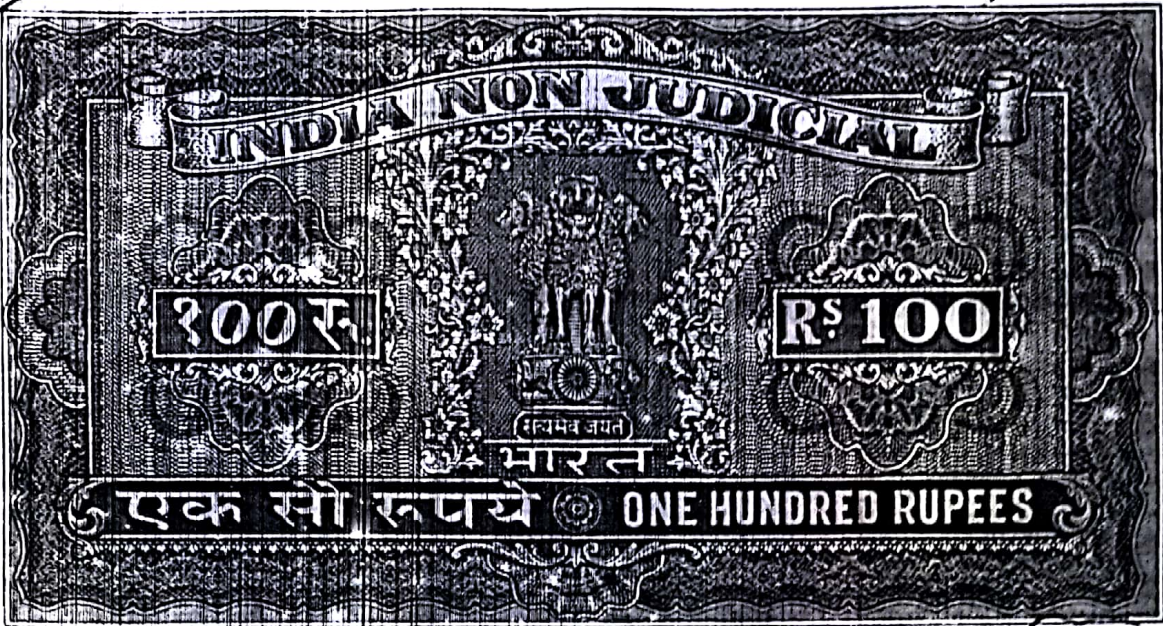


LICENSED STAMP VENDOR
CALCUTTA REGISTRATION OFFICE.

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Admissible under Sec. 8, only stamped
 under the Indian Stamp Act, 1899
 and also as provided by West Bengal
 Stamp Amendment Act, 1988
 Schedule IA No. 23
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 Dist. Registrar of Assurances
 Kolkata

DEED OF SALE 30.8.02

Gautam Sharma

am
30.8.02

THIS DEED OF SALE is made on this 30th day of August, 2002

BETWEEN

Shri Gautam Sharma son of Shri Murali Manohar Sharma, Hindu by religion, resident of P/454, C.I.T. Scheme No. XLVII, Kolkata - 29 hereinafter called "the Vendor" (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the One Part.

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[Signature]

Continued to Page 2

(Page 1)

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9/8/02

Bidhan Tubo

Edison



Presented for Registration at 11-00 AM on the 30th August 2002 at his/her residence by Gautam Sharma

Presented for Registration at 11-00 AM on the 30th August 2002 at his/her residence by Gautam Sharma

30.8.02

The General Council

Gautam Sharma
s/o Kuntali Monohar Sharma
ap/454 C.I.T. Scheme
No 22 VII Kolkata-29

Gautam Sharma



5/4/20

Gautam Sharma

Sourendra Singh Bhutoria
Advocate
High Court
Calcutta

Identified by me

Sworn by: [Signature]

High Court, Calcutta

30.8.02
Registrar of Assurances
Calcutta

30.8.02

100Rs.



Gautam Sharma

AND

M/s BIHANI TUBES – An approved S. S. I. Haldia Downstream Project registered with Directorate of Cottage & Small Scale Industries having its Registration No. 215102713 issued by G.M., D.I.C. Jalpaiguri, represented by its proprietor **Shri Rajeev Bihani** son of **Shri Ratan Kr. Bihani** Hindu by religion, aged 23 yrs, Business by occupation, resident of Bihani Road, P.O. & P.S. Siliguri, District Darjeeling hereinafter called "the Purchaser" (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the Other Part.

Continued to Page 3

(Page 2)

1982 2/8/02

Palmer Tubco

Silence

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308.02
MCA, Registrar of Companies
Malacca

Gautam Sharma

WHEREAS one Mahabir Prasad Sharma, the grand father of the Vendor acquired all that piece of land measuring 1.44 acres included in Plot Nos. 83, 84 and 85 and forming part of Khatian Nos. 282/3 and 282/5, of Sheet No.5 of Mouja Dabgram, J. L. No.2, Paragana Baikunthapur with the District of Jalpaiguri and became absolute owner thereof with all right, title, interest and possession free from all encumbrances and raised a structure thereon having Holding No. 2243/686 under Ward No. 42 of Siliguri Municipal Corporation.

AND WHEREAS the above named Mahabir Prasad Sharma during his life time by executing a Will, devised and bequeathed all his movable and immovable properties including his aforesaid land and structure standing thereon to the Vendor. The Vendor after the death of his grand father Mahabir Prasad Sharma, became the sole owner of the aforesaid land and structure standing thereon on the strength of the Probate No.53 of 1987 granted on 31st Dey of March, 1987 to the Will of the said Mahabir Prasad Sharma by the Hon'ble High Court of Kolkata, with all right, title, interest and possession thereon and free from all encumbrances whatsoever in nature.

AND WHEREAS the Vendor has offered to sell 0.31 acre of land thereon more fully described and particularly mentioned in the schedule given here under out of his aforesaid 1.44 acres of land and the Purchaser being in need of a plot for his HPL Downstream Manufacturing Unit has agreed to purchase the same for a consideration of Rs.800000/- free from all encumbrances whatsoever.

AND WHEREAS under the Gazette notification of the Government of West Bengal, Commerce and Industries Department Group-II, being Notification No.91-CI/4/4F-54/2000 dated 13.02.2001 the stamp duty and the Registration fees is fully exempted for HPL downstream projects.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

1. That in consideration of the sum of Rs.800000/- (Rupees Eight Lacs Only) paid by the Purchaser to the Vendor (the receipt of which the Vendor hereby acknowledges) the Vendor as owner hereby conveys, assigns and transfers to the Purchaser by way of absolute sale ALL that piece and parcel of land measuring 0.31 acre standing thereon more particularly described in the schedule hereunder with all paths, passages, titles, interests, easements, privileges and appurtenances thereto unto and TO HOLD the same to the Purchaser as absolute owner.

Continued to Page 4

Gautam Sharma

2. The Vendor hereby covenants with the Purchaser as follows:

a. That the Vendor has good right, title, interest and full power to convey, assign and transfer the below scheduled land thereon and the land hereby sold is free from all encumbrances, claims, demands, attachments and charges.

b. That the Purchaser shall quietly enter into the said property and held and enjoy, the rents and profits receive there from without any interruption or disturbance by the Vendor or any person claiming through or under him and without any lawful disturbance or interruption by any other person whomsoever subject to payment of land revenue to the Govt. of West Bengal.

c. That the Vendor has handed over to the Purchaser all documents of title relating to or belonging to the said property and he does not have any other document of title in his possession and if, at any time hereafter, he come in possession of any document of title, he shall hand over and cause to be handed over the same to the Purchaser or any person claiming through or under him.

d. That the Vendor shall, at all reasonable times and at the cost of the person requiring the same, sign, execute and do all other acts, deeds and things as may be necessary for further assuring the said property to the Purchaser, his heirs or assigns as may reasonably be required.

3. That all taxes, municipal or otherwise in regard to the said property shall be borne and paid by the Vendor unto the date of registration of this sale deed and thereafter by the Purchaser.

4. That the Vendor shall always be held liable for all damages and injuries suffered by the Purchaser for any defect in the right, title, interest and possession of the Vendor in the scheduled land thereon and if any of the recital of this Deed of Sale is found false at any time hereafter.

Continued to Page 5

(Page 4)

SCHEDULE OF LAND

All that piece and parcel of land measuring 0.31 (zero point three one) acre included in Plot Nos. 83 (Eighty Three), 84 (Eighty Four) and 85 (Eighty Five) and forming part of Khatian Nos. 282/3 (Two Hundred Eighty Two / Three) and 282/5 (Two Hundred Eighty Two / Five), of Sheet No. 5 (Five) of Mouja Dabgram, J.L. No. 2, Paragana Baikunthapur within the District of Jalpaiguri having Holding No. 2243/686 under Ward No. 42 of Siliguri Municipal Corporation.

The land hereby sold is butted and bounded as:-

By North - Common Road and Land of the Vendor.

By South - Land of Gajanand Agarwal

By East - Land of Vendor today sold to Bihani Udyog, Proprietor Smt. Prem Lata Bihani

By West - Land of Vendor today sold to Bihani Multilayer, Prop. Shri Ratan Kr. Bihani

IN WITNESS WHEREOF, the party hereunto have signed this Deed of Sale this 30th day of August, 2002.

Gautam Sharma
The Vendor

WITNESS:

1. *Sambalul Goswami*
Rambhawan Road Siliguri

2. *Munli Maulan Sharm*
454, C.I.T. Scheme 47,
Kolkata - 77.

Drafted by me

Sandeep Borken
Advocate 1976 Cal.

MEMO OF CONSIDERATION

RECEIVED from within mentioned Purchaser
the within mentioned sum of Rs.8,00,000/-
(Rupees Eight Lacs) only towards full
consideration of the above scheduled property. : Rs. 8,00,000/-

Received a Demand Draft No 845420 dated 12-8-2002
for a sum of Rs 800000 (Rupees Eight Lacs) drawn on Bank
of India Kolkata S.B. *dy*

WITNESSES:

1. Sambhu Chandra Samant
Ramkisan Road Subiguni

2. Mombi Manohar Sams

Gautam Sharma
VENDOR

Certified to be a true copy



anige
Addl. Registrar of Assurances-TT
Calcutta.

2/9/02