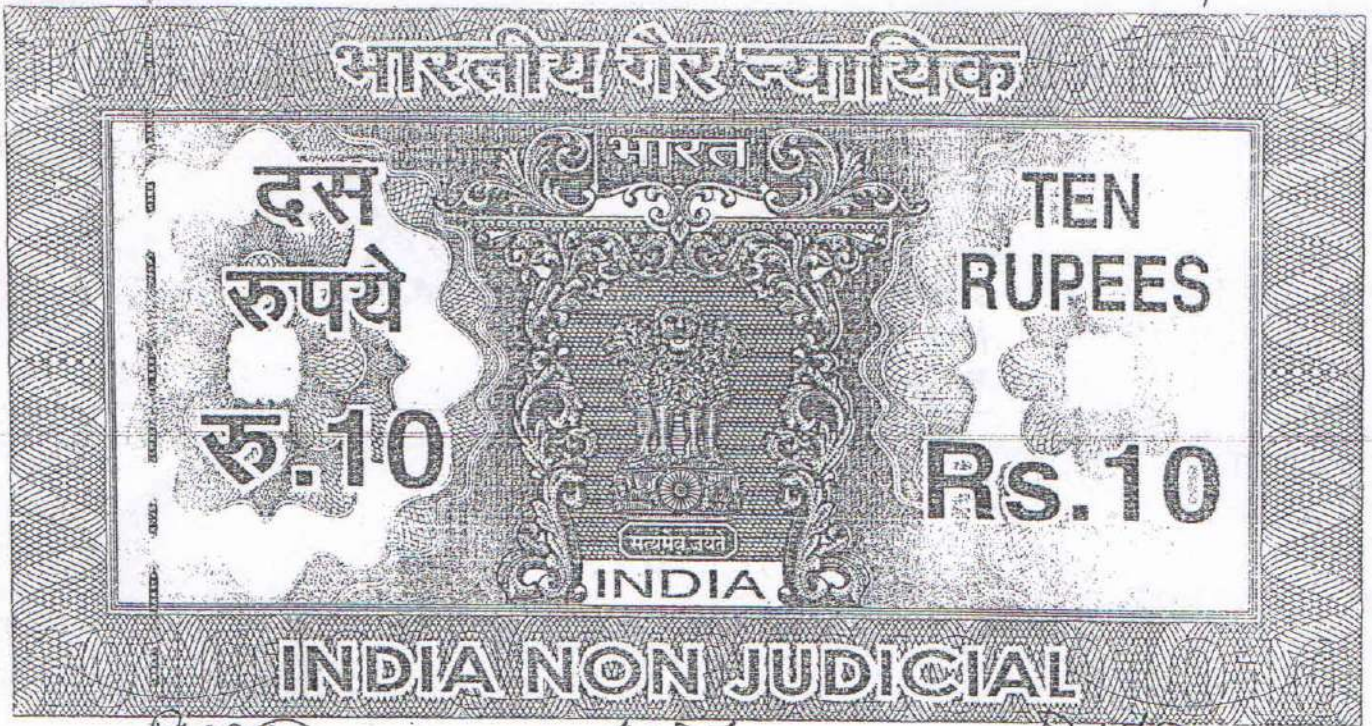


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Accorded By
Registrar of Assurance
Bhubaneswar

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2000
28000

W/10/01

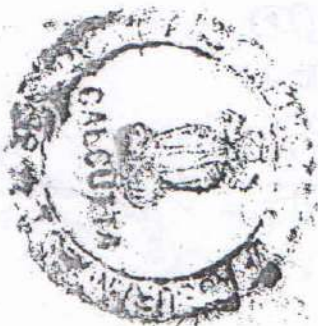
35512

03 AUG 2009

No. Date
Sold to
Address
Rs. (0) N.P.

P. Sankar Adv
H e cal

L. S. VENDOR
HIGH COURT, CAL.





02CC 233572

52,39,250-28/7-19
Nataji Subhas Road, Kolkata 75000-
Cheque No 238155 and 238156 dt-26.7.02 respectively
of Rs. 40000/- and 47000/-
*each stamp duty is Rs 20/-

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57629
38412
9217

Deficit 'A' fees Rs 19217. Subsequent
settled by Case No ... Receipt No ...
Registrar of Assurances
Calcutta

Stamp duty under the Indian Stamp Act-1899
is also as amended by W Bengal
Stamp Amendment Act-1908
Schedule 2A No. 23, 54
any field to which

THIS INDENTURE made this 12th day of July Two

Thousand Two BETWEEN EXCEL FRITS & COLOURS LIMITED

formerly known as M/s. Ferro Coatings & Colours Limited a Company

incorporated under the Companies Act, 1956 having its registered office at

P.O. Joka, 24-Parganas (South), hereinafter called the "VENDOR" (which

expression shall unless excluded by or there be something repugnant to

the subject or context be deemed to mean and include its successor or

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12/7

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Lawrence chemicals
& Engineering Co. PVT. Ltd.
8, A.J.C. Bose Rd.
Grd Floor, Kol-17

9/7/02

8 @ 16000/-
3 @ 15000/-
1,75,000/-



presented for Registration at 12-30 P.M.
to Calcutta Registration Office
on the 12th day of July 2002

Girdhar Gopal marda
one of the execs

[Signature]
Joint Registrar of Assurances
Calcutta 12.7.02

Girdhar Gopal marda

For LAWRENCE CHEMICALS & ENGINEERING CO. PVT. LTD.

Girdhar Gopal marda

Girdhar Gopal marda as
Director for Lawrence chemicals
& Engineering Co. PVT. LTD. of 8,
A.J.C. Bose Rd, ground floor,
Kol-17. G.M. Agarwal as mg.
Director & President for Excel
Fruits & Colours LTD. of P.O.
Joka, 24 Pgs (South)

For EXCEL FRUITS & COLOURS LIMITED

[Signature]
G.M. AGARWAL
Mg. Director for Excel

Identified by me.

Adv. H. G. Ganda
Advocate
High Court Calcutta

[Signature]
Aditya Gokadia
Advocate High Court
Calcutta.

[Signature]
Joint Registrar of Assurances
Calcutta 12.7.02



02CC 233573

2

successors-in-interest and assigns) of the **ONE PART AND M/S. LAWRENCE CHEMICALS & ENGINEERING CO. PRIVATE LIMITED,** a Company incorporated under the Companies Act, 1956 having its incorporation No.21-86206 for the year 1997 having its office at 8, A.J.C. Bose Road, Ground Floor Kolkata - 700017 hereinafter called the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or successors in interest and assigns) of the **OTHER PART:**

12053

Lawrence chemicals

& Engineering Co. Pvt. Ltd.

8, A.J.C. Bose Rd.

6th Floor, KOL-17

9/7/82

SM

80 160 000

30 15 000

1,75,000



Registrar of Companies
Calcutta



02CC 233574

3

WHEREAS the Vendor has made the following representation to the Purchaser :-

- A. In the year 1961-62 one Sarat Chandra Sarkar had purchased several plots of vacant sali and dopa land of the status of occupancy Ralyat situate and lying at Mouza Joka J.L. No.21, Revenue Survey No.95, Touzi No.4 within Behala Police Station

12053

Lowrance Chemicals
& Engineering Co. Pvt. Ltd.

8, A.J.C. Bose Rd.

Grnd Floor, KOL-17

9/7/92

Sm

8a 160000

3- 15000

1,75,000



144, Registrar of Companies
Calcutta



02CC 233575

4

Pargana Balia Sub-Registry Office at Alipore District 24-Parganas in Khatian Nos.95, 187, 198 Dag Nos., 654, 653, 651 by several Deed of Sale registered with the Behala Registry Office in (i) Book No.1, Volume No.71, Pages 137 to 140 being No.4079 for the year 1961 (ii) Book No.1, Volume No.31, Pages 108 to 111 being No.1613 for the year 1962, (iii) Book No.1, Volume No.21, Pages 1 to 4 being No.962 for the year 1962 and (iv) Book No.1, Volume No.74, Pages 256 to 258 being No.4580 for the year 1961.

REGISTERED
1961

12053

Lawrence chemicals

& Engineering Co. (V.T.) Ltd.

8, A.T.C. Bose Rd.

Grnd Floor, K01-17

9/7/82

gm

8 @ 160000

3 - 150000

11,75,000



Registrar of Insurance
Calcutta



02CC 233576

5

- B. The said Sarat Chandra Sarkar entered into an agreement for sale for the abovementioned plots of land with the Ferro Coatings & Colours Ltd. now known as Excel Frits & Colours Ltd. the Vendor herein on and for the consideration as mentioned therein registered with the Sub-Registrar of Alipore, District 24-Parganas in Book No.1, Volume No.124, Pages 1 to 9 Being No.5605 for the year 1965.

12053

Lawrance chemicals
& Engineering Co. Pvt. Ltd.
8, A.T.C. Road
Grd Floor, KOL-17

C. S. A. Co. Ltd.

9/7/82

S.M.

8 @ 160000
3 @ 150000

1,75,000



2nd. Engineer of Lawrance
Calcutta

12053

Lowrance Chemicals
& Engineering Co. Pvt. Ltd.
8, A. J. C. Bose Rd.
Grd. Floor, Kol-17

917162

SOM

8e	160,000/-
3e	15,000/-
	1,75,000/-



✓
Addl Registrar of Insurance
Calcutta



02CC 233578

7

650, 997, 998, 658, 660, 670, 1015, 674, 675, 676, 677, 672, 871, 657, 659, 653, 649 by Nine several registered deed of conveyance from different Vendors which were registered at Alipore Sub-Registry Office and recorded in (i) Book No.1, Volume No.65, Pages 169 to 175 Being No.3084 for the year 1965, (ii) Book No.1, Volume No.93, Pages 86 to 93 Being No.4265 for the year 1965, (iii) Book No.1, Volume No.93, Pages 79 to 85 Being No.4264 for the year 1965, (iv)

12053

Lawrance Chemicals
& Engineering Co. PVT. Ltd.
8, A.J.C. Bose Rd.
Grd. Floor, KOL-17

9/7/82

SM

8 @ 160,000/-
9 @ 150,000/-

1,75,000/-



Registrar of Companies
Calcutta



02CC 233579

8

Book No.1, Volume No.96, Pages 39 to 45 Being No.4267 for the year 1965, (v) Book No.1, Volume No.77, Pages 79 to 85 Being No.3629 for the year 1965, (vi) Book No.1, Volume No.67, Pages 131 to 138 Being No.2974 for the year 1965, (vii) Book No.1, Volume No.60, Pages 241 to 249 Being No.2931 for the year 1963, (viii) Book No.1, Volume No.73, Pages 177 to 187 Being No.3628 for the year 1965, (ix) Book No.1, Volume No.65, Pages 225 to 233 Being

12053

Lawrance chemicals
& Engineering Co. Pvt. Ltd.
8, A.J.C. Bose Rd.
Gnd Floor, K01-17

9/7/82

~~DM~~

8c 160000

3c 150000

1,75,000



Registrar of Assurances
Calcutta



5000Rs.



No.3227 for the year 1965 and morefully described in the respective Schedule to the said deeds;

- D. From the said purchased land in the year 1966 by five several deeds of conveyance the said Sri Radhe Mohan Agarwal sold and transferred several plots of lands to the Ferro Coatings & Colours

12053
Lowrance chemicals
& Engineering Co. PVT. Ltd.
8, A.J.C. Bose Rd.
Grd Floor, K-1-17

Director of Insurance,

Calcutta
9/7/52,

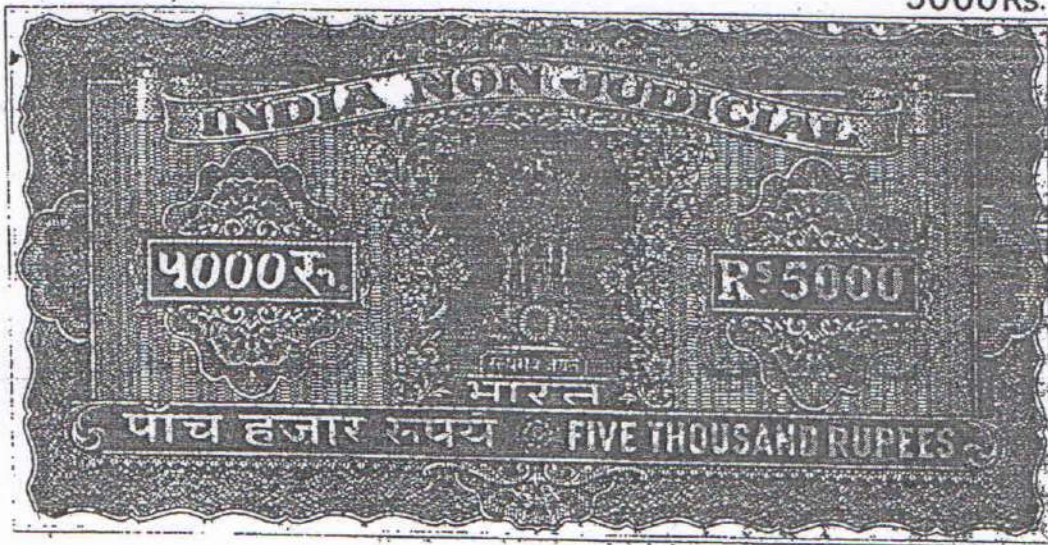
Sm

8 @ 160000
3 @ 150000
1,75,000



1951. Registrar of Insurance
Calcutta

5000Rs.



10

Ltd. now known as EXCEL FRITS & COLOURS LTD., the Vendor herein which were registered in the office of the Sub-Registrar, Alipore at Behala and recorded in (i) Book No.I, Volume No.54, Pages 1 to 6 Being No.2270 for the year 1966, (ii) Book No.I, Volume No.43, Pages 167 to 172 Being No.2338 for the year 1966, (iii) Book No.I, Volume No.29, Pages 98 to 102 Being No.1656 for

12053

Lawrence chemicals
& engineering co. Pvt. Ltd.
8, A.J.C. Bose Rd.
Grd Floor, KOL-17

Calcutta (Collectorate)

9/7/02

Sm

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3 - 15000
1,75,000



Registrar of Companies
Calcutta

5000Rs.



11

this year 1966; (iv) Book No.1, Volume No.41, Pages 11 to 15 Being No.2082 for the year 1966, and (v) Book No.1, Volume No.26, Pages 216 to 222 Being No.2204 for the year 1966.

E. The Vendor herein is the absolute owner of the said land and has ceased and possessed thereof.

12053

Lowrence chemicals
& Engineering Co. PVT. Ltd.
8, A.J.C. Bose Rd
Grd Floor - Kol-17

Calcutta, India, dated,

February
9/7/02

Sm

84 160,000/-
32 15,000/-
1,75,000/-



24th Registrar of Companies?
Calcutta

F. Out of the said Plots of land purchased by the Vendor from both Sarat Chandra Sarkar and Radhe Mohan Agarwal the Vendor herein is desirous of selling lands measuring about 4 Bighas 7 Cottahs and 5 Chittacks approx., be a little more or less being Dag Nos. 650, 650/998, 651, 653(P), 652, 649(P), 650/997 and 654 morefully described in the Schedule hereunder written is free from all encumbrances, liens and lispences and that there is no claim of demand whatsoever of any third party in the said property nor any notice has been received or proceeding is pending about any acquisition or requisition of the said property.

G. By a Board Resolution dated 14th November 2000 Mr. G.M. AGARWAL has been duly authorised and empowered to negotiate agree and sell interalia the said plot of land on behalf of the Vendor herein to the Purchaser herein and to execute present sign and register all deed papers documents etc., as would be required for transfer of the said land and to handover possession thereof to the Purchaser herein.

AND WHEREAS believing the said representation as true and correct and relying thereon the Purchaser has agreed to purchase the said

Plots of land morefully described in the Schedule hereunder written and delineated in red in the plan attached hereto at and for a total consideration of Rs.34,92,500/- (Rupees Thirty Four lacs Ninety Two thousand Five hundred) only @ Rs.40,000/- per Cottah which has been agreed by the Vendor herein.

AND WHEREAS believing the representation made by the Vendor herein true and correct and upon the Vendors representation that the said Plots of land are free from all encumbrances, liens, and lispendens and that there is no claim or demand whatsoever of any Third Party in the said property nor any notice has been received or proceeding is pending about any acquisition or requisition of the said property and that there is no due and/or outstanding in respect of any Panchayat Tax /Khazana in respect of the said Plots of land and upon the Vendors representation and assurance that in case of any demand of any outstanding dues in respect of any tax and/or liabilities the same will be borne and paid up by the said Vendor without demanding any money from the Purchaser herein.

AND WHEREAS the parties hereto had entered into an agreement for sale dated 9.7.2002 in respect of the Plots of land mentioned in the Schedule hereunder written on and for the consideration of Rs.34,92,500/-

(Rupees Thirty Four lacs Ninety two thousand Five hundred) only and the Purchaser has paid a sum of Rs.2,00,000/- (Rupees Two lacs) only vide Cheque No.214626 dated 09.07.2002 drawn on Allahabad Bank, Strand Road Branch to the Vendor herein as earnest money the receipt whereof the Vendor doth acknowledge herein.

AND WHEREAS by a board resolution dated 4th July, 2002 Sri. G. G. MARDA has been duly authorized and empowered by the said PURCHASER herein to sign execute present register all deeds papers documents etc. as would be required for purchase of the said plots of land and to take possession of the said land from the Vendor herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.34,92,500/- (Rupees Thirty Four lacs Ninety two thousand Five hundred) only (being the earnest money of Rs.2,00,000/- already paid vide the agreement dated 9.7.2002.) paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same release acquit and for ever discharge the Purchaser and the said land hereditaments and premises) the Vendor doth hereby grant sell convey confirm assign unto the Purchaser its successors and assigns ALL THAT piece and parcels of vacant plot of

land of the status of occupancy Raiyat described in the Schedule hereunder written **OR HOWSOEVER OTHERWISE** the said parcels of land hereditaments and premises now are or is or heretobefore were or was situate butted bounded called known numbered described or distinguished **TOGETHER WITH** all trees fences hedges ditches ways waters, water courses rights lights liberties privileges easements and appurtenances whatsoever to the said parcels of land hereditaments and premises belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto **AND ALL** the estate right title claim and demand whatsoever both at law and in equity of the Vendor to the said parcels of land hereditaments and premises hereby conveyed **AND** the Vendor covenant to produce all deeds pattahs muniments, writings documents and other evidences of title which in any wise relate to the said parcels of land hereditaments and premises or part thereof which are now in possession or custody of the Vendor whenever and wherever required by the Purchaser **TO HAVE AND TO HOLD** the said parcels of land hereditaments and premises hereby sold and conveyed unto and to the use of the Purchaser its successors and assigns absolutely and forever **AND** the Vendor doth hereby covenant with the Purchaser that the Vendor is now lawfully seized and possessed of the said parcels of land hereditaments and premises and the Vendor has

absolute authority to sell the said land hereditaments and premises hereby sold and conveyed in the manner aforesaid AND the Purchaser may hereafter peaceably and quietly possess and enjoy and the said parcels of land hereditaments and premises hereby sold and conveyed in khas or otherwise without any claim demand whatsoever from the Vendor or any person claiming through or under it AND FURTHER that the Vendor and all person or persons having or lawfully or equitably claiming any estate title or interest in the said piece of land hereditaments and premises or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser its successors and assigns do and execute all such acts deeds and things whatsoever for further and more perfectly assuring the said land hereditaments and premises unto and to the use of the Purchaser its successors and assigns in the manner aforesaid as shall and may be reasonably required. Be it noted that the Vendor has sold hereby whatever right title and interest the Vendor purchased by its deed of conveyance above referred to. The Vendor further covenants with the Purchaser that the said plots of land is not been mortgaged with any Bank or any Non Banking Financial Institutions and that no money or moneies has been taken in lieu of the said plots of land. The Vendor further covenant with the Purchaser that no revenue or tax of the Government or the Gram

Panchayat as on the date of this sale is unpaid and hereby assure and undertake to pay the same if any and shall keep the Purchaser fully indemnified and harmless for the same.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of vacant Sali and Doba land measuring 4 Bighas 7 Cottahs 5 Chittacks a little more or less of land hereditaments and premises of the status of occupancy Raiyat situate lying at Mouza Joka, J.L. No.21, Revenue Survey No. 94 Touzi No. 4 Khatian Nos.183, 198, 187, 83, 446 and 95 comprised in Dag Nos.650, 650/998, 651, 653(P), 652, 649(P), 650/997 and 654 within Thakurpukur Police Station 24-Pargana South under Joka No.II Gram Panchayat, delineated in RED in the plan attached hereto butted and bounded in the manner as follows :-

ON THE NORTH : By Embankment Road

ON THE EAST : By Land & Ex Factory of Excel Frits & Colours Ltd.

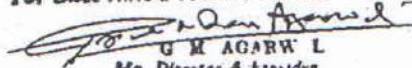
ON THE WEST : By Diamond Harbour Road.

ON THE SOUTH : By Vacant Land of Dag No. 645

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:

for EXCEL FRITS & LULLERS LIMITED

 U M AGARWAL
 Mg. Director & President

1. *Albha Ganesh*
Advocate
High Court Calcutta
2. *Rajendra Prasad Sharma*
D. 171, Bangun Avenue
Kolkata - 700055

SIGNED SEALED AND DELIVERED

by the Purchaser at Calcutta in the presence of:

for LAWRENCE CHEMICALS & ENGINEERING CO.

1. *Albha Ganesh*
Advocate

Aiydhar epal Math,
Director

2. *Rajendra Prasad Sharma*

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed
Purchaser the within mentioned sum of
Rs.34,92,500/- (Rupees Thirty Four lacs Ninty two
thousand Five hundred) only being the full
consideration money as per memo below:-

Rs. 34,92,500.00

MEMO

- | | |
|---|------------------|
| 1. Cheque No.214626 dated 09.07.2002 | Rs. 2,00,000.00 |
| 2. Cheque No.214627 dated 10.07.2002 | Rs. 8,00,000.00 |
| 3. Cheque No.214628 dated 11.07.2002 | Rs. 10,00,000.00 |
| 4. Cheque No.214630 dated 11.07.2002 | Rs. 12,00,000.00 |
| 5. Cheque No.214631 dated 11.07.2002 | Rs. 2,92,500.00 |
| All drawn on Allahabad Bank, Strand Road
Branch. | |

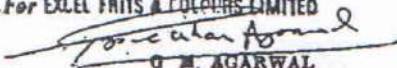
Total : Rs. 34,92,500.00

(Rupees Thirty Four lacs Ninty Two Thousand Five Hundred only).

WITNESSES:

1. *Aritya Gayakha*
Advocate
2. *Ajendra Prasad Thakur*

for EXCEL FRITS & COLOURS LIMITED


G. M. AGARWAL
Mg. Director & President

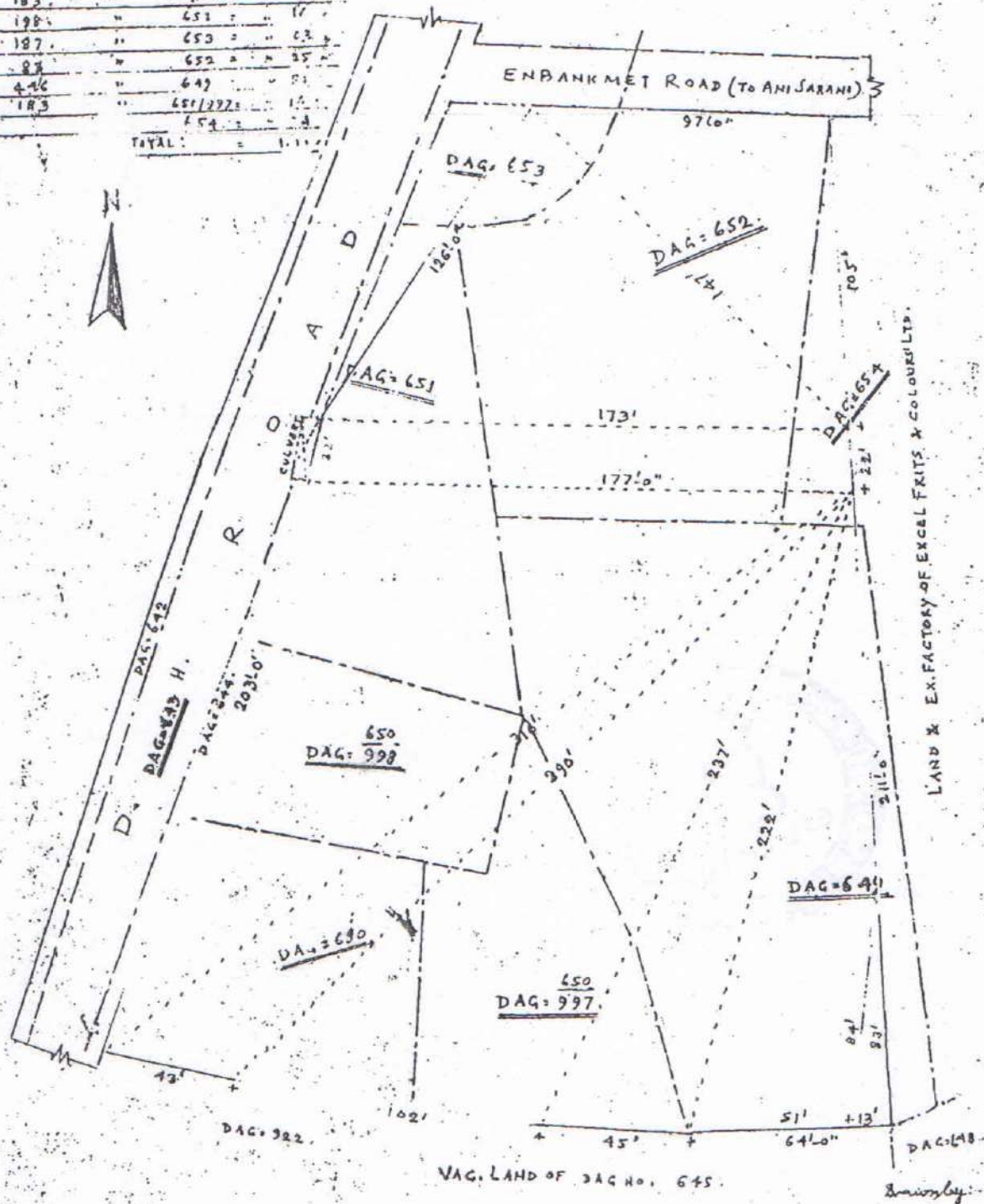
SITE PLAN OF "EXCELFRITS & COLOURS LTD." AT D. H. RD.,
MOUZA: JOKA, J.L. No. 21, KHATIAN No. 183, 198, 187, 83, 446,

DAG NOS. 650, $\frac{650}{988}$, 651, 132(P), 652, 653(P), $\frac{650}{997}$, 654, P. G. THAKURPUKUR,

DIST. 24-PGS. (S). UNDER: JOKA No. 2, GR. PANCHAYET, SCALE: 1"=33'0"

AREA OF LAND: 4 B. 7 K. 5 CH. APPX. SHOWN IN RED.

KN. NO.	183	DAG NO.	650 + AREA: 16 DL.
"	183	"	651/228 = 18
"	198	"	651 = 17
"	187	"	653 = 18
"	8X	"	652 = 25
"	446	"	649 = 18
"	183	"	651/228 = 18
"		"	654 = 18
		TOTAL:	1.11



Registered in...
BOOK No. 2213
Volume No. 1
Page No. 254
to the...
2002

DATED THIS 12th DAY OF July 2002

BETWEEN

EXCEL FRITS & COLOURS LTD.

VENDOR

AND

M/S. LAWRENCE CHEMICALS &
ENGINEERING CO. PRIVATE LIMITED

PURCHASER



12.5.03

CONVEYANCE



12.7.02

MR. ADITYA GARODIA
Advocate
15, India Exchange Place
First Floor,
Kolkata - 700 001
Phone - 221-4543



Handwritten signature

Certified to be a True Copy

11/8/09
KOLKATA