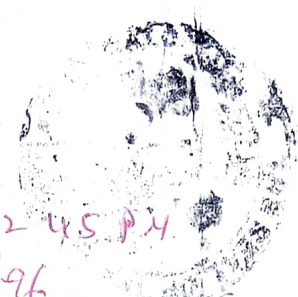




Presented for Registration at 12:45 P.M.  
at Calcutta Registration Office  
on the 21st day of April 1996



Premab K. Ghosh  
Finance

REGISTRAR OF COMPANIES  
CALCUTTA U/S 1(2)(b)

21.4.96

Pramab Kumar Ghosh

Premab K. Ghosh  
810 Lake Park, Panchnagar  
Calcutta  
Bina Park  
Calcutta  
610 Lake Park  
New Ghorbati, Park Road  
Calcutta  
810 Lake Park, Panchnagar  
Calcutta  
Prasun Ghosh  
610 Lake Park, Panchnagar, Calcutta  
24 B-781 Lake Park, Block  
"A" P.O. Lake Park, Cal-89  
Ranjit Singh Kohan, Director  
Prime Global (P) Ltd. 16A,  
Shakespeare, Salim Cal-71

Pramab Kumar Ghosh

বিনামসজি২৫১২৪

Pijush Kanti Ghosh

Prasun Ghosh

PRIME GLOBAL PRIVATE LIMITED

Ranjit Singh Kohan  
Director

Priyalal Datta  
Advocate High  
Court

REGISTRAR OF COMPANIES  
CALCUTTA U/S 1(2)(b)

21.4.96

Identified by —  
Priya Lal Datta  
Advocate  
High Court, Calcutta.

3) SRI PIJUSH KANTI GHOSH son of Late Panchanan Ghosh A N D  
4) SRI PRASUN GHOSH son of Late Panchanan Ghosh, all by faith Hindu, all by occupation Business, all residing at P-781, Lake Town, Block - 'A', Police Station- Lake Town, Calcutta- 700 089, District North 24-Parganas, hereinafter jointly referred to and collectively called as the "VENDORS" ( which term or expression shall unless otherwise excluded by or repugnant to the context or subject to deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the ONE PART :

A N D

M/S. PRIME GLOBAL PRIVATE LIMITED, a Private Limited Company in incorporated under the Companies Act, 1956 and having its office at 16A, Shakespear Sarani, Police Station Park Street, Calcutta - 700 071, represented by its director SRI RANJIT SINGH KOTHARI, hereinafter referred to and called as the PURCHASER ( which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its executors, administrators, legal representatives and successor or successors) of the OTHER PART :

WHEREAS The Vendors hereto are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land along with existing old 200 Square Feet structures with Tali Shed measuring about 7 Cottahs be the same more or less lying and situate at the Premises No.176B, Calcutta-Jessore Road, Police Station Lake Town, Calcutta - 700 089, District North 24-Parganas,

Holding No.206, Circle No.7, Ward No. 22, J.L.No. 24, Revenue Survey No.3, C.S.Dag No.5, Khatian No. 256, Mouza -Patioukur, Additional District Sub-Registration Office, Bidhannagar, Salt Lake City, Calcutta within the Municipal Limit of South Dum Dum Municipality, morefully and particularly mentioned in the Schedule set out herein-below referred to as "The said Premises".

AND WHEREAS Late Panchanan Ghosh, being husband of Vendor No. 1 and father of Vendor Nos. 2, 3 and 4 herein, had purchased the said premises by way of an outright purchase against valuable consideration from the erstwhile owners of the said land namely (1) SRI GOPAL CHANDRA ROY and (2) SRI GOPAL CHANDRA SASMAL by or under a Deed of Conveyance dated 30th January, 1975 and registered with the Sub-Registrar, Cossipore, Dum Dum and recorded therein being Book No.1 Deed No.843 for the year 1975.

AND WHEREAS the said Late Panchanan Ghosh has got his name mutated in respect of the said land in the records of the South Dum Dum Municipality on the basis of the said Deed of Conveyance dated 30th January, 1975 as the true, lawful and absolute owner thereof.

AND WHEREAS the said Panchanan Ghosh died intestate on 30th April, 1993, leaving behind him Smt. Bina Pani Ghosh being his wife, Sri Pranab Kumar Ghosh, Sri Pijush Kanti Ghosh and Sri Prasun Ghosh being his sons as his only legal heiress and heirs of the said premises thereof.



AND WHEREAS the Vendors herein have got their names mutated in respect of the said land in the records of the South Dum Dum Municipality as the absolute, true and lawful owners thereof.

AND WHEREAS the Vendors herein are in absolutely and uninterrupted possession through the tenant of the said premises just after the expiry of their husband and father respectively.

AND WHEREAS the said Late Panchanan Ghosh, being erstwhile owner of the said premises, had inducted a tenant for the entire old structure of the said premises and the said tenant is still continuing as a tenant with a nominal monthly rent thereto.

AND WHEREAS the Vendors herein thus are absolutely seized and possessed or otherwise well and sufficiently entitled to having right, title and interest of whatsoever in nature in the said land alongwith existing structure standing thereon measuring about 7 cottahs be the same a little more or less lying and situate at the Premises No. 176B, Calcutta- Jessore Road, Police Station Lake Town, Calcutta - 700 089, Holding No. 206, Circle No.7, Ward No.22 J.L.No. 24, R.S.No. 3, C.S.Dag No.5, Khatian No.256, Mouza- Patipukur, Additional District Sub-Registration Office, Bidhannagar, Salt Lake City, Calcutta, hereinafter referred to as "THE SAID PREMISES" morefully and particularly described in the Schedule set out hereinbelow and delineated in the map or plan annexed hereto.

The Vendors and each of them have represented to the Purchaser as follows :-

- a) That excepting the Vendors nobody else has any right title interest claim or demand whatsoever or howsoever over and in respect of the said premises.
- b) That the said Premises is free from all encumbrances charges liens lispendens scheme alignment attachments trusts whatsoever or howsoever.
- c) That the Vendors do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- d) That the Vendors have not entered into any agreement of Sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises.
- e) That the said premises is not subject to any notice of acquisition or requisition.

Relying on the aforesaid representations and believing the same to be true and purchaser has agreed to purchase and acquire and the Vendors have agreed to sell and transfer ALL THAT the said Premises together with the existing structures free from all encumbrances charges liens lispendens attachments trust whatsoever or howsoever at and for a consideration of Rs.4,50,000/- (Rupees Four Lacs Fifty thousand only) who hereby confirm the same by signing this Deed of Conveyance hereof forever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said representations, declaration and confirmations of the Vendors and in consideration of the sum of Rs.4,50,000/- (Rupees Four lacs fifty thousand only) of true and lawful money of the Union of India in hands of the VENDORS paid by the PURCHASER at or before the execution of these presents the receipt whereof the Vendors doth hereby admit and acknowledge from the payment of the same and every part thereof and by signing the memo of consideration admit, acknowledge, release and forever discharge the purchaser the receipt of the said total amount of consideration money, the Vendors doth hereby grant, convey, transfer, sell confirm and assign unto the Purchaser ALL THAT Piece or Parcel of land having right, title and interest of whatsoever in nature alongwith existing old structures with Tali Shed measuring about 7 Cottahs be the said a little more or less lying and situate at the premises No.176B, Calcutta-Jessore Road, Police Station Lake Town, Calcutta-700 089 Holding No.206, Circle No.7, Ward No.22, within the limit of South Dum Dum Municipality TOGETHER WITH all paths ways passages water courses drains compounds sewers court yards and all manner of former and other rights liberties easements privileges advantages appendages and appurtenances whatsoever to the said premises or any part thereof belonging or in anyway appurtenant thereto or which the same or any part thereof or usually held occupied used or enjoyed or reputed to belong or to appurtenant thereto and the REVERSION OR REVERSIONS REMAINDER OR

REMAINDERS AND ALL THE rents issues and profits thereof AND ALL THE ESTATE RIGHT TITLE INTEREST inheritance use property possession claim and demand whatsoever both at law and in equity of the Vendors into upon and in respect of the said premises and every part thereof herein comprised and hereby granted sold transferred and conveyed and every part thereof.

TO HAVE AND TO HOLD in respect of the said Premises being No. 176B, Calcutta-Jessore Road, Police Station Lake Town, Calcutta- 700 089, District North 24-Parganas, Holding No.206 Circle No. 7, Ward No.22, Mouza-Patipukur, morefully described in the Schedule hereunder thereby sold conveyed transferred and assigned of otherwise assured or intended so to be unto and to the use of the Purchaser absolutely and forever THE VENDORS doth hereby covenant with the PURCHASER As follows :-

- a) That notwithstanding any act deed or thing done committed or knowingly suffered by it to the contrary the vendors are lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said premises alongwith existing structure hereby sold conveyed transferred and assigned as an absolute and indefeasible estate equivalent thereto free from all encumbrances whatsoever and that the Vendors have full power and absolute and indefeasible right and authority to sell grant convey and transfer



the said premises unto the purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

- b) That it shall be lawful for the Purchaser at all times hereafter peacefully and enjoy the said premises and receive the rents issues and Profits thereof without any hindrance interruption disturbances claim or demand whatsoever by the Vendors or any person or persons claiming any estate right title and interest from under through or in trust for the Vendors and freely and clearly and absolutely acquainted exonerated and forever discharges or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified of and from against all Charges and encumbrances whatsoever made done executed or occasioned by the Vendors.
- c) The Vendors and all Person claiming any right title or interest in the said Premises through from under or in trust for the Vendors shall and will from the time to time hereafter at the request and cost of the Purchaser do or execute or cause to be done or executed all such lawful acts deeds and things, whatsoever for further and more perfectly conveying and assuring the said Premises and every

Part thereof hereby granted unto the Purchaser as may be reasonably required according to the true intent and meaning of this deed and it shall be lawful for the purchaser at all times hereafter to move all kinds of vehicle to pass and repass leading to and put of the said premises and lay down drains sewers gas electric telephone lines water connection pipes in and under the said Premises.

THE VENDORS doth hereby further covenant with the Purchaser that the Vendors shall hand over the Original Title, deed, and Original Municipal upto date tax receipt for the purpose of completion of sale of the said premises to the Purchaser for its true, scope, information, effect and record thereof for proving the bonafide title of the Vendors in all respects whatsoever in nature. It is made clear herein that the Vendors, shall upon receipt of the full consideration amount of Rs. 4,50,000/- (Rupees Four lacs fifty thousand only) and after the Sale of entire said premises to the Purchaser, has no further claim and demand whatsoever and the Purchaser shall be treated as the true lawful and absolute owner in respect of the said premises after the registration of this present deed of conveyance.

The Purchaser doth hereby covenants with the Vendors that after registration and transfer of peaceful possession of the said premises to the Purchaser, the Vendors shall be relieved of any liabilities towards the Purchaser in

respect of the said premises forever and shall have no further obligations to the purchaser forever in respect of the said premises hereinafter.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Bastu Land alongwith One existing old 200 Square feet structures with Tali Shed in respect of right title and interest of whatsoever in nature in the Land with structure measuring about 7 Cottahs be the same a little more or less lying and situate at the Premises No. 176B, Calcutta-Jessore Road, Police Station Lake Town, Calcutta -700 089, District North 24-Parganas Holding No.206, Circle No. 7, Ward No.22, J.L.No.24, Revenue Survey No.3, C.S.Dag No.5, Khatian No.256, Mouza -Patipukur, Additional District Sub-Registration Office, Bidhannagar, Salt Lake City, Calcutta within the Municipal Limit of South Dum Dum Municipality as delineated in the Plan hereto annexed which is butted and bounded as follows :-

ON THE NORTH : By Jessore Road, Swamiji Sangha.  
ON THE SOUTH : By 8' Feet Common Passage  
ON THE EAST : By Plot No. 2  
ON THE WEST : By Public Road.

Contd ....11

IN WITNESSETH WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals and signed on the day of the month and year first above written.

SIGNED, SEALED AND DELIVERED

AT CALCUTTA IN THE PRESENCE OF :

WITNESSES :

1. Partha Pratim Paul  
920B, Lake Town  
Block - A, Cal-89.

2. Amar Nath Saha.  
223, Bangur Avenue,  
Block - B, Calcutta-55.

প্রদীপ কান্তি গোস্বামী

Pranab Kumar Ghosh

Pijush Kanti Ghosh.

Prasun Ghosh

-----  
THE VENDORS

PRIME GLOBAL PRIVATE LIMITED

Ranjit Singh Kothari.

Director,

-----  
THE PURCHASER

Drafted and Identified by me

Priya Lal Dutta.

Advocate  
Bar Association, Room No.1  
High Court, Calcutta.



Admitted and acknowledged by the Vendors hereto that the within mentioned sum of Rs. 4,50,000/- (Rupees Four lacs fifty thousand) only have been received by within named Vendors in the manner mentioned within from the within named PURCHASER being the Consideration money in full and final as per Memo below :

Rs. 4,50,000-00

MEMO OF CONSIDERATION

1. By Cheque No.436751 dated 8.11.1996 Drawn on Allahabad Bank, Red Cross Place, Calcutta - 700 001. Rs. 1,12,500-00
2. By Cheque No.436752 dated 8.11.1996 Drawn on Allahabad Bank, Red Cross Place, Calcutta - 700 001. Rs. 1,12,500-00
3. By Cheque No.436753 dated 8.11.1996 Drawn on Allahabad Bank, Red Cross Place, Calcutta - 700 001. Rs. 1,12,500-00
4. By Cheque No.436754 dated 8.11.1996 Drawn on Allahabad Bank, Red Cross Place, Calcutta - 700 001. Rs. 1,12,500-00

Total .... Rs. 4,50,000-00  
=====

( Rupees Four lacs fifty thousand only).

WITNESSES :

1. Partha Pratim Paul  
920B, Lake Town  
Block-A, Cal-89.
2. Amar Nath Saha.  
223, Bangur Avenue,  
Block-B, Cal-55.

बिनाशानि ७४१७

Pranab Kumar Ghosh

Pijush Kanti Ghosh.

Prasun Ghosh

-----  
SIGNATURE OF THE VENDORS.

PLAN OF THE PREMISES NO 176 B, CALCUTTA HIGHWAY ROAD, P.O. N-LAKETOWN, CALCUTTA 700 088, HOLDING NO 206, SERIAL NO-7, D NO-22, J.L NO-24, R.S NO-13, C.S DAG NO 5, KHASIAH NO. , MOUZA - PATIPUKUR WITHIN THE LIMIT OF SOUTH KUM GUM LOCALITY IN THE DISTRICT OF NORTH 24-PARGANAS.

TOTAL AREA OF LAND :- 7 COTTAHS MORE OR LESS

SIGNATURE OF VENDORS:-

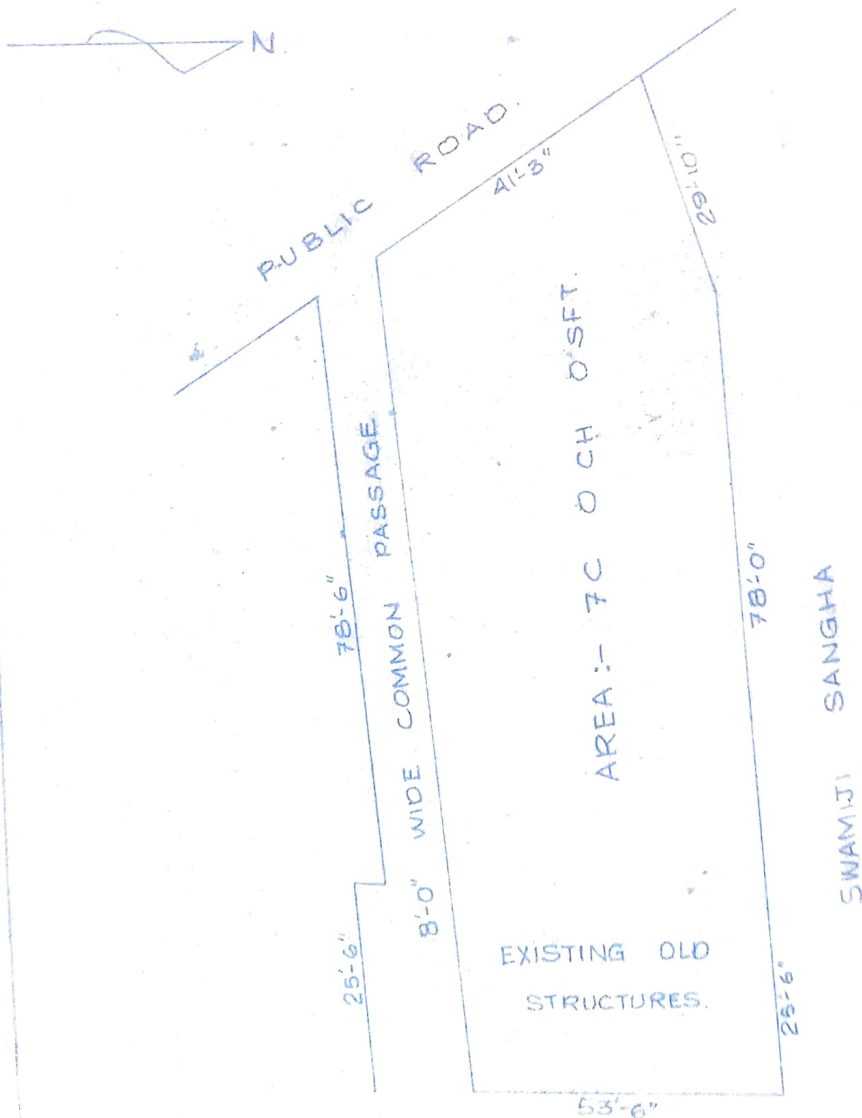
PRIME GLOBAL PRIVATE LIMITED  
Pranab Kumar Ghosh  
Pijush Kanti Ghosh  
Prasun Ghosh

SIGNATURE OF PURCHASER:-

PRIME GLOBAL PRIVATE LIMITED

Ranjit Singh Kohli  
Director.

SCALE : 20'-0" = 1"



PLOT NO.-2

Volume No. 112  
Pages 338 to 353  
Serial No. 4290  
For the year 1996

DATED THIS 8th DAY OF NOVEMBER, 1996

B E T W E E N

1. SRIMATI BINA PANI GHOSH
2. SRI PRANAB KUMAR GHOSH
3. SRI PIJUSH KANTI GHOSH A N D
4. SRI PRASUN GHOSH

... THE VENDORS

A N D

M/S. PRIME GLOBAL PRIVATE LIMITED

..... THE PURCHASER

GENERAL INSURANCE  
CALCUTTA

6-6/98

C O N V E Y A N C E

GENERAL INSURANCE  
CALCUTTA

8.11.96

Mr. Priya Lal Dutta,  
Advocate  
Bar Association, Room No.1  
High Court, Calcutta.

12/12/13  
R

66A  
6/11