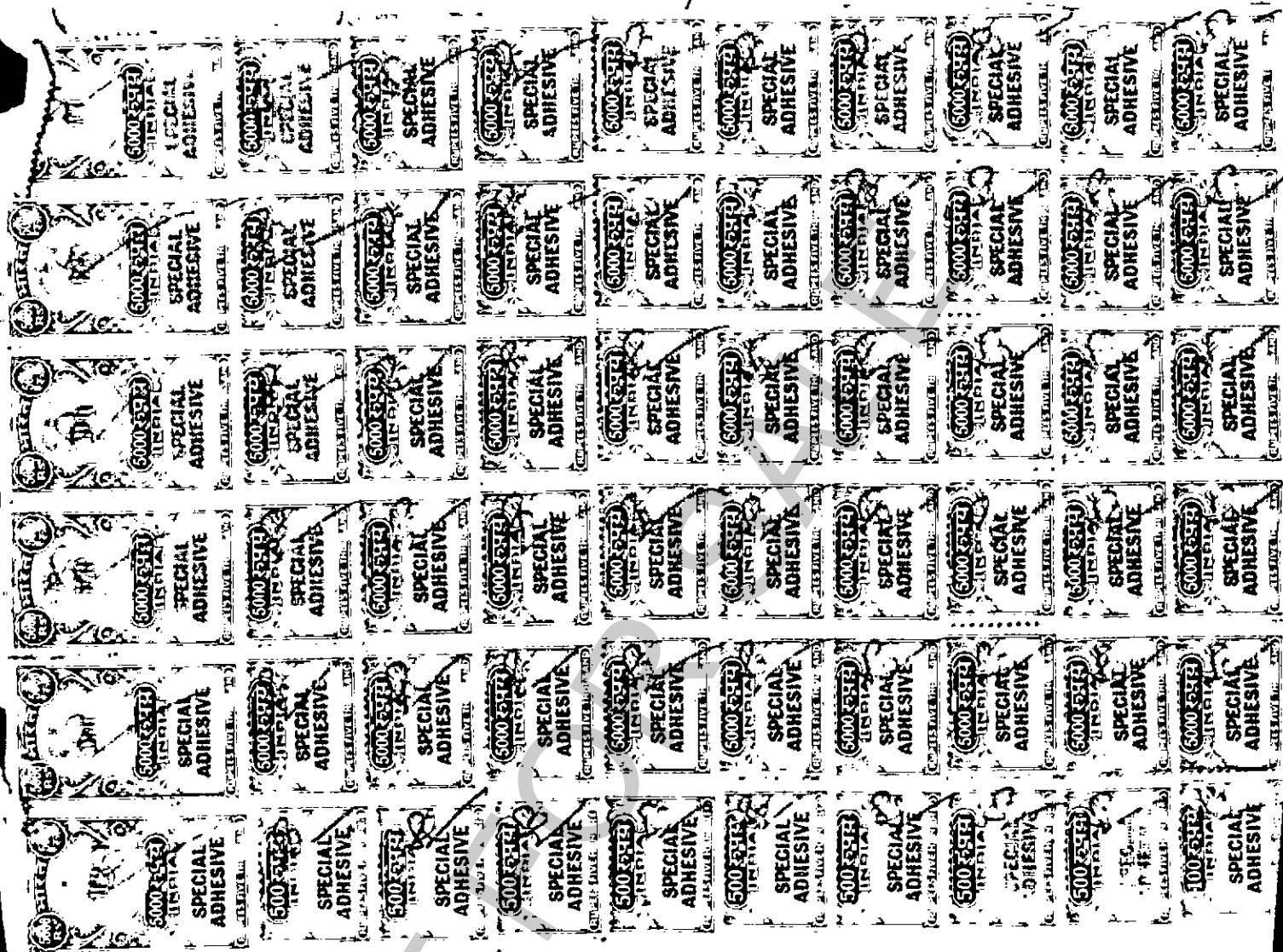


4313 P _____ T _____ 4747

Re 4/E/2014/CBI/BSDFC/DLI

MR 17949/16



659
7
40696
6.9

28-11-98

for up to
No. up to 269-10-10

Branch Cal
Cheque No. 184218 dt 27-11-24
or Rs. 2,31,100.00 has been paid

STAMP AFFIXED BY
18/11/98
STAMP COMMISSIONER
CALCUTTA COMMISSION

23854

Effect fees Rs. 36,410.00
Subsequently realized

35000
1,40000
4,90,070

SBI Cheque no. dt
A.R.A-D
17/11

40110
10000
49000
23000

DEED OF CONVEYANCE

This DEED OF CONVEYANCE is made at Calcutta on this 19th day of 11 of the year 1998.



Colville 89

35. New N'kangank

5/8 Kanal Des Stammes

Jonathan Komar

[Handwritten signature]

FOR P. G. T. N.

“2015年”

RENTAL CHARITY TRUST.

10-21374-17

TRUST CHARITY TRUST.

001871-57

CHARTERED TRUST.

(Narayan Prasad Sharma)

Stacy

2020/01/20

[Handwritten signature]

86/11/61 20000
AMSTERDAM 2 1960

Hand
Number 20
Stamps of 35-
New York
Oct 19, 1900

2000
 2001
 2002
 2003
 2004
 2005
 2006
 2007
 2008
 2009
 2010
 2011
 2012
 2013
 2014
 2015
 2016
 2017
 2018
 2019
 2020
 2021
 2022
 2023
 2024
 2025
 2026
 2027
 2028
 2029
 2030
 2031
 2032
 2033
 2034
 2035
 2036
 2037
 2038
 2039
 2040
 2041
 2042
 2043
 2044
 2045
 2046
 2047
 2048
 2049
 2050
 2051
 2052
 2053
 2054
 2055
 2056
 2057
 2058
 2059
 2060
 2061
 2062
 2063
 2064
 2065
 2066
 2067
 2068
 2069
 2070
 2071
 2072
 2073
 2074
 2075
 2076
 2077
 2078
 2079
 2080
 2081
 2082
 2083
 2084
 2085
 2086
 2087
 2088
 2089
 2090
 2091
 2092
 2093
 2094
 2095
 2096
 2097
 2098
 2099
 2100
 2101
 2102
 2103
 2104
 2105
 2106
 2107
 2108
 2109
 2110
 2111
 2112
 2113
 2114
 2115
 2116
 2117
 2118
 2119
 2120
 2121
 2122
 2123
 2124
 2125
 2126
 2127
 2128
 2129
 2130
 2131
 2132
 2133
 2134
 2135
 2136
 2137
 2138
 2139
 2140
 2141
 2142
 2143
 2144
 2145
 2146
 2147
 2148
 2149
 2150
 2151
 2152
 2153
 2154
 2155
 2156
 2157
 2158
 2159
 2160
 2161
 2162
 2163
 2164
 2165
 2166
 2167
 2168
 2169
 2170
 2171
 2172
 2173
 2174
 2175
 2176
 2177
 2178
 2179
 2180
 2181
 2182
 2183
 2184
 2185
 2186
 2187
 2188
 2189
 2190
 2191
 2192
 2193
 2194
 2195
 2196
 2197
 2198
 2199
 2200
 2201
 2202
 2203
 2204
 2205
 2206
 2207
 2208
 2209
 2210
 2211
 2212
 2213
 2214
 2215
 2216
 2217
 2218
 2219
 2220
 2221
 2222
 2223
 2224
 2225
 2226
 2227
 2228
 2229
 2230
 2231
 2232
 2233
 2234
 2235
 2236
 2237
 2238
 2239
 2240
 2241
 2242
 2243
 2244
 2245
 2246
 2247
 2248
 2249
 2250
 2251
 2252
 2253
 2254
 2255
 2256
 2257
 2258
 2259
 2260
 2261
 2262
 2263
 2264
 2265
 2266
 2267
 2268
 2269
 2270
 2271
 2272
 2273
 2274
 2275
 2276
 2277
 2278
 2279
 2280
 2281
 2282
 2283
 2284
 2285
 2286
 2287
 2288
 2289
 2290
 2291
 2292
 2293
 2294
 2295
 2296
 2297
 2298
 2299
 2300
 2301
 2302
 2303
 2304
 2305
 2306
 2307
 2308
 2309
 2310
 2311
 2312
 2313
 2314
 2315
 2316
 2317
 2318
 2319
 2320
 2321
 2322
 2323
 2324
 2325
 2326
 2327
 2328
 2329
 2330
 2331
 2332
 2333
 2334
 2335
 2336
 2337
 2338
 2339
 2340
 2341
 2342
 2343
 2344
 2345
 2346
 2347
 2348
 2349
 2350
 2351
 2352
 2353
 2354
 2355
 2356
 2357
 2358
 2359
 2360
 2361
 2362
 2363
 2364
 2365
 2366
 2367
 2368
 2369
 2370
 2371
 2372
 2373
 2374
 2375
 2376
 2377
 2378
 2379
 2380
 2381
 2382
 2383
 2384
 2385
 2386
 2387
 2388
 2389
 2390
 2391
 2392
 2393
 2394
 2395
 2396
 2397
 2398
 2399
 2400
 2401
 2402
 2403
 2404
 2405
 2406
 2407
 2408
 2409
 2410
 2411
 2412
 2413
 2414
 2415
 2416
 2417
 2418
 2419
 2420
 2421
 2422
 2423
 2424
 2425
 2426
 2427
 2428
 2429
 2430
 2431
 2432
 2433
 2434
 2435
 2436
 2437
 2438
 2439
 2440
 2441
 2442
 2443
 2444
 2445
 2446
 2447
 2448
 2449
 2450
 2451
 2452
 2453
 2454

1. Stress - Stress is a response to stressors.
 2. Stressors - Stressors are any event or condition that causes stress.
 3. Stressors can be physical, chemical, biological, or psychological.
 4. Stressors can be acute or chronic.
 5. Stressors can be positive or negative.
 6. Stressors can be internal or external.
 7. Stressors can be specific or general.
 8. Stressors can be predictable or unpredictable.
 9. Stressors can be controllable or uncontrollable.
 10. Stressors can be manageable or unmanageable.
 11. Stressors can be beneficial or harmful.
 12. Stressors can be helpful or harmful.
 13. Stressors can be good or bad.
 14. Stressors can be positive or negative.
 15. Stressors can be good or bad.
 16. Stressors can be good or bad.
 17. Stressors can be good or bad.
 18. Stressors can be good or bad.
 19. Stressors can be good or bad.
 20. Stressors can be good or bad.
 21. Stressors can be good or bad.
 22. Stressors can be good or bad.
 23. Stressors can be good or bad.
 24. Stressors can be good or bad.
 25. Stressors can be good or bad.
 26. Stressors can be good or bad.
 27. Stressors can be good or bad.
 28. Stressors can be good or bad.
 29. Stressors can be good or bad.
 30. Stressors can be good or bad.
 31. Stressors can be good or bad.
 32. Stressors can be good or bad.
 33. Stressors can be good or bad.
 34. Stressors can be good or bad.
 35. Stressors can be good or bad.
 36. Stressors can be good or bad.
 37. Stressors can be good or bad.
 38. Stressors can be good or bad.
 39. Stressors can be good or bad.
 40. Stressors can be good or bad.
 41. Stressors can be good or bad.
 42. Stressors can be good or bad.
 43. Stressors can be good or bad.
 44. Stressors can be good or bad.
 45. Stressors can be good or bad.
 46. Stressors can be good or bad.
 47. Stressors can be good or bad.
 48. Stressors can be good or bad.
 49. Stressors can be good or bad.
 50. Stressors can be good or bad.
 51. Stressors can be good or bad.
 52. Stressors can be good or bad.
 53. Stressors can be good or bad.
 54. Stressors can be good or bad.
 55. Stressors can be good or bad.
 56. Stressors can be good or bad.
 57. Stressors can be good or bad.
 58. Stressors can be good or bad.
 59. Stressors can be good or bad.
 60. Stressors can be good or bad.
 61. Stressors can be good or bad.
 62. Stressors can be good or bad.
 63. Stressors can be good or bad.
 64. Stressors can be good or bad.
 65. Stressors can be good or bad.
 66. Stressors can be good or bad.
 67. Stressors can be good or bad.
 68. Stressors can be good or bad.
 69. Stressors can be good or bad.
 70. Stressors can be good or bad.
 71. Stressors can be good or bad.
 72. Stressors can be good or bad.
 73. Stressors can be good or bad.
 74. Stressors can be good or bad.
 75. Stressors can be good or bad.
 76. Stressors can be good or bad.
 77. Stressors can be good or bad.
 78. Stressors can be good or bad.
 79. Stressors can be good or bad.
 80. Stressors can be good or bad.
 81. Stressors can be good or bad.
 82. Stressors can be good or bad.
 83. Stressors can be good or bad.
 84. Stressors can be good or bad.
 85. Stressors can be good or bad.
 86. Stressors can be good or bad.
 87. Stressors can be good or bad.
 88. Stressors can be good or bad.
 89. Stressors can be good or bad.
 90. Stressors can be good or bad.
 91. Stressors can be good or bad.
 92. Stressors can be good or bad.
 93. Stressors can be good or bad.
 94. Stressors can be good or bad.
 95. Stressors can be good or bad.
 96. Stressors can be good or bad.
 97. Stressors can be good or bad.
 98. Stressors can be good or bad.
 99. Stressors can be good or bad.
 100. Stressors can be good or bad.
 101. Stressors can be good or bad.
 102. Stressors can be good or bad.
 103. Stressors can be good or bad.
 104. Stressors can be good or bad.
 105. Stressors can be good or bad.
 106. Stressors can be good or bad.
 107. Stressors can be good or bad.
 108. Stressors can be good or bad.
 109. Stressors can be good or bad.
 110. Stressors can be good or bad.
 111. Stressors can be good or bad.
 112. Stressors can be good or bad.
 113. Stressors can be good or bad.
 114. Stressors can be good or bad.
 115. Stressors can be good

First of Volume 2

~~No action
taken
for 2 days~~

86/11/61

2

BY

- 1) Shri Raghunandan Prasad Dalmia, aged about 85 years, s/o Late Shri Moolchand Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020.
- 2) Shri Shyam Sundar Dalmia, aged about 65 years, s/o Late Raghunandan Prasad Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020.
- 3) Shri Narain Prasad Dalmia, aged about 50 years, s/o Late Raghunandan Prasad Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020, all being the trustees of KAMALA CHARITY TRUST, a public charitable trust, having its office at 7, Lyons Range, Room No1., 3rd Floor, Calcutta - 700001, hereinafter referred to as the VENDOR (which expression shall unless repugnant to the context be deemed to mean and include the said trustees or the trustees for the time being of the KAMALA CHARITY TRUST as well as successors, representatives, assigns and nominees of The said trust) of the first part.

IN FAVOUR OF

M/s PGF LIMITED FORMERLY CALLED PEARLS GREEN FORESTS LIMITED, a public limited company incorporated under the Companies Act, 1956, having its registered office at S.C.O - 1042-43 Sector 22B, Chandigarh - 160022 and Head Office at 2nd Floor, Vaishali Building, Community Centre, Paschim Vihar, New Delhi - 110063, and interalia, having its branch office at 379, Belilious Road, Howrah - 711101, through Mr. Atul Srivastava aged about 26 years and s/o Shri Harish Chandra Srivastava resident Paschim Vihar, New Delhi - 110063, hereinafter referred to as PURCHASER (which expression shall unless repugnant to the Context or meaning thereof shall always be deemed to mean administrators, agents, assigns and other legal representatives) of the second part.

WHEREAS THE PREMISES, UNIT NO.104 situated on first floor of Building named COMMERCIAL POINT at 79, Lenin Sarani, Near Moulali Chowk, Calcutta - 700 013, more fully and particularly described in schedule second hereunder and hereinafter referred to as, the SAID OFFICE PREMISES has been agreed to be sold By the vendor to the purchaser vide an Agreement to Sale dated 28/11/97.

AND WHEREAS the said office premises has the total super built up area of 2000 Sq. feet and total built up area of 1666.6 Sq. feet.

AND WHEREAS then said building Commercial Point is constructed on the total piece and parcel of land measuring about 1 Bigha 3 Cottahs and being Municipal Premises No. 79, Lenin Sarani, in the city of Calcutta, more particularly described in the first schedule hereunder referred to as the SAID LAND.

AND WHEREAS one M/s Haralal Harendralal Roy Estates Ltd. (hereinafter referred to as the said company) was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the two storied brick tenement or dwelling house together with the piece or parcel of land thereunto belonging and containing by estimation an area of 1 Bigha and 3 Cottahs (as appearing on record) be the same, little more or less situated at and being Municipal premises No. 79, Dharmatolla Street, now known as premises No. 79, Lenin Sarani, in the city of Calcutta, more particularly described in the first schedule hereunder written and hereinafter referred to as "the SAID LAND")

AND WHEREAS an order dated 20th February, 1953 passed by the Hon'ble Calcutta High Court, the said company was directed to be wound up.



NOT FOR SALE



Additional Registrar of Assurance-43
Calcutta



AND WHEREAS an order dated 10th May 1978 the official liquidator was directed to sell by public auction various properties belonging to the said company including the said premises mentioned in the first schedule hereunder.

AND WHEREAS Messors P. K. Bose & company was declared the highest bidder and Hon'ble Company Judge confirmed the sale of the said premises in favour of M/s. P.K. Bose & Co. free from all encumbrances and charges and for a price of Rs. 3,50,000/- (Rs. Three Lakhs and Fifty thousand only)

AND WHEREAS a Conveyance dated 17th August 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 97, Pages 289 to 298 and being No. 4151 for the year ended 1978 the official liquidator representing the said Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri P.K. Bose, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 150, Pages 113 to 124 and being No. 4147 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Gagan Chandra Samanta, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 165, Pages 62 to 72 and being No. 4152 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Manindra Chandra Paul and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 165, Pages 73 to 83 and being No. 4153 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Muzaffar Hossain, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS the said purchasers namely Shri P.K.. Bose, Shri Gagan Chandra Samanta, Shri Manindra Chandra Paul and Shri Muzaffar Hossain (hereinafter referred to as the Co-owners) got the name of M/s P.K. Bose & Co. recorded as owner in the records of Calcutta Municipal Corporation and also obtaining sanction of a plan for erection and construction of a new building at the said premises vide sanction letter no. 40 (ii) dated 21.02.86

AND WHEREAS an agreement for sale dated 18th May, 1984; the above said four purchaser agreed to sell, convey and transfer the said premises to M/s. Arpee Properties Private Ltd., at and for a total consideration of Rs. 37,00,000/- (Rs. Thirty seven Lacs only) subject to delivery of vacant possession and subject to making out marketable title of the said premises free from all encumbrances and charges.

AND WHEREAS the said Arpee Properties Private Ltd., transferred and assigned all its rights, interests, benefits and advantages under the said agreement for sale in favour of then vendor and requested the said four Co-owners to execute the conveyance in favour of the Dabariwala Properties Pvt. Ltd. And in all those conveyances, Arpee Properties Private Ltd. agreed to become the confirming party.

[Handwritten signature]



NOT FOR SALE



[Signature]
Additional Registrar of Companies
Colonies



AND WHEREAS an Indenture of Conveyance dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said Muzaffar Hossain for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. free from all charges and encumbrances. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Heirs and legal representatives of Shri Gagan Chandra Samanta, (3) Shri Manindra Chandra Paul all three other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the Heirs and legal representatives of the said Gagan Chandra Samanta, since deceased for consideration mentioned therein sold, transferred and conveyed all their right, title and interest being undivided 30% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Shri Manindra Chandra Paul, (3) Shri Muzaffar Hossain all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said P.K. Bose, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 50% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. The confirming parties to this conveyance were (1) Shri Muzaffar Hossain, (2) Shri Manindra Chandra Paul, (3) Heirs and legal representatives of Shri Gagan Chandra Samanta, all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said Manindra Chandra Paul, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. free from all charges and encumbrances. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Shri Muzaffar Hossain, (3) Heirs and legal representatives of Shri Gagan Chandra Samanta, all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS upon such Conveyance the Dabariwala Properties Pvt. Ltd. became the absolute owner and was seized and possessed of the said land.

AND WHEREAS the Dabariwala Properties Pvt. Ltd. completed construction of a substantial portion of the said building in accordance with the sanctioned and approved building plan and was also granted partial occupancy certificate by the Calcutta Municipal Corporation dated 6th May 1998 letter no. CAB/1933 (City Architect Department).

AND WHEREAS by an Agreement dated 26th April 1990 the Dabariwala Properties Pvt. Ltd. agreed to sell and the Trustees of KAMALA CHARITY TRUST a Public Charitable Trust agreed to purchase and acquire ALL THAT office space bearing Unit No. 104 in the South West Portion of the first floor in the said COMMERCIAL POINT BUILDING at and for total consideration of Rs. 8,00,000/- (Rs. Eight Lacs only) on the terms and condition recorded in the said agreement for sale subject to the tenancy of one Nava Bharat Ferro Alloys Limited.



NOT FOR SALE



Additional Registrar of Assurances
Calcutta



5

AND WHEREAS in part performance of the said agreement for sale, the Dabariwala Properties Pvt. Ltd. upon receipt of the payment of a sum of Rs. 7,50,000/- (Rs. Seven Lacs fifty thousand only) delivered constructive possession of the said office premises unit no. 104 measuring 2000 Sq. ft. fully described in the second schedule and hereinafter referred to as the said office premises and directed the said Nava Bharat Ferro Alloys Limited. to make payment of all future rent from the date of the Agreement for sale directly to the Kamala Charity Trust to the total exclusion of the Dabariwala Properties Pvt. Ltd. and latter agreed to accept and receive the balance consideration of Rs. 50,000/- (Rs. Fifty thousand only) at or before the execution and registration of the conveyance in favour of the purchaser or their nominees.

AND WHEREAS by a conveyance dated 28th Aug, 1990 registered in the office of the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume - 330, Pages 1 to 29 and being No. 17024 for the year ended 1990 the vendor of the first part purchased / procured the said office premises UNIT No. 104, for a purchase consideration of Rs. 8,00,000/- (Rs. Eight lacs only) from DABARIWALA PROPERTIES PVT. LTD. together with the undivided proportionate share of land described in the second schedule hereunder, together, with the undivided interest and share in the common areas and common utilities in the COMMERCIAL POINT Building , and also the right to avail, use and enjoy in common with all other owners and occupiers the benefits of common amenities, and facilities mentioned in schedule third hereunder and unhindered right of egress and ingress on the common passages in the said Commercial Point Building, subject to the tenancy of Nava Bharat Ferro Alloys Limited.

AND WHEREAS by mutual consent the said tenant Nava Bharat Ferro Alloys Limited vacated the said office premises with the expiry of the night of 30th September 1993.

AND WHEREAS the vendor has represented that the said office premises unit no. 104 is undisputed , free from any charge, mortgage, trust, maintenance, possession, license, lease, sub-lease, underletting lien, easement, exchange, encumbrances.

AND WHEREAS the vendor has represented that the said office premises unit no. 104 is fully discharged from the tenancy of Nava Bharat Ferro Alloys Limited since 1st October, 1993.

AND WHEREAS the vendor has represented that the said office premises is completely discharged from the mortgage(s), charge(s), encumbrance(s) of UCO Bank since 28th August, 1990

AND WHEREAS notwithstanding any act, deed, matter or thing whatsoever the vendor has now in itself good title, full power and absolute authority to grant, convey, transfer, sell, assure and assign the said office premises unit no. 104 TOGETHER WITH undivided share or interest in the common area and facility and amenities available in the COMMERCIAL POINT BUILDING, together with the undivided proportionate share of the said land described in second schedule.

AND WHEREAS the above stated representations of the vendor of the first part, to the purchaser of the second part, the purchaser expressed desire to purchase the said office premises described in the second schedule hereunder with undivided proportionate share of land described in first schedule on which the said building named COMMERCIAL POINT stands alongwith undivided share in common areas thereof including the right to use and enjoy in common with all other owners of the other offices in the said building the benefits of all common with all other owners of the other offices in the said building the benefit of all common area and facility and amenities described in the third schedule hereunder, subject, however, to the terms and conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchasers and payment of all common and maintenance expenses mentioned in the fifth schedule hereunder by the purchasers FROM THE DATE OF deliverance/handing over possession of the said premises, absolutely and free all encumbrances charges, covenants etc. for the purchase consideration of Rs. 37,00,000/- (Rs. Thirty seven Lacs only)





Additional Registrar of Assurance
Calcutta



AND WHEREAS the PURCHASER "PGF LIMITED" was formerly called PEARLS GREEN FORESTS LIMITED. After having required resolution passed under section 21 of the Companies ACT, 1956, and permission of the Central Govt. obtained on 4th December. 1997, name of then Pearls Green Forests Limited was changed to "PGF LIMITED".

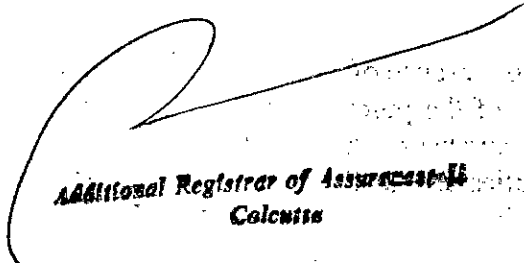
NOW THIS DEED OF CONVEYANCE WITNESSETH AS UNDER

- 1) The Vendor has agreed to sell and the purchaser has agreed to purchase and acquire fully, wholly and absolutely the office Premises bearing unit no. 104, hereon referred to as the SAID OFFICE PREMISES, and measuring super built up area of 2000 Sq. feet and built up area measuring 1666.6 Sq. feet. (more particularly described in the second schedule), situated on the first floor of the building named, COMMERCIAL POINT, constructed on the land fully described in the first schedule hereunder at premises no. 79, Lenin Sarani, Calcutta, together with the undivided share interest in the said land described in the first schedule hereunder in the ration in which the total saleable area of the building is constructed on the said land in accordance with the plan sanctioned by the Calcutta Municipal Corporation bears to the area of the said office premises, together with the right of excess from the exit of the said office premises to the main road either directly and /or through gates passage, stairways, landings, lobbies and common areas thereof including the right to enjoy in common with all other owners and occupiers of the other offices in the said building and benefit of all common areas and facilities and amenities described in the third schedule hereunder and subject, however, on the terms conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchaser and payment of all common and maintenance expenses mentioned in the fifth schedule by the purchasers, free from all encumbrances, charges lien for the total purchase consideration of Rs.37,00,000/- (Rs. Thirty Seven Lacs only).
- 2) The purchasers has already paid two instalments first sum of Rs. 3,75,000/- (Rs. Three Lacs Seventy Five Thousands only) through a demand draft favouring Kamala Charity Trust, dated 05.11.97 drawn on, State Bank of India, Demand Draft no. 210180, second sum of Rs. 26,25,000/- (Rs. Twenty Six Lacs Twenty Five Thousand only) vide demand Draft no. 000329 dated 03.02.98 drawn on Times Bank Ltd. against delivery of physical possession of said premises on 14.02.98 and third and last payment sum of Rs. 7,00,000/- (Rs. Seven Lacs only) to be paid at the time execution of this Deed of Conveyance.
- 3) That in consideration of the said sum of Rs. 37,00,000/- (Rs. Thirty seven Lacs only) as and when received in full by the vendor from purchaser the vendor sells transfers conveys the office premises described in schedule Two hereunder with undivided proportionate share of the land, on which the said building named Commercial Point stands, more particularly described in the first schedule hereunder along with undivided share in common areas thereof including the right to use and enjoy in common with all other owners and occupiers of the other offices in the building, along with the benefits of all common facilities and amenities described in the third schedule hereunder, subject however to the terms and return all the appurtenances, easements and advantages amenities and facilities upto the said vendee. And the vendee hereinafter becomes the absolute & lawful owner of the scheduled property and shall enjoy all the privileges, advantages, easements and rights of ownership and possession.
- 4) That by virtue of the deed of conveyance the vendor has on this day put the vendee in actual possession of the scheduled property and the vendor hereby declares that the same shall hereafter be held and enjoyed absolutely by the vendee and its allies and concerns in any way it desires, wants & intends for ever without any let, demur, claim, demand, objection or hindrance by the vendor, person(s) claiming under him or person(s) showing paramount title.



NOT FOR SALE



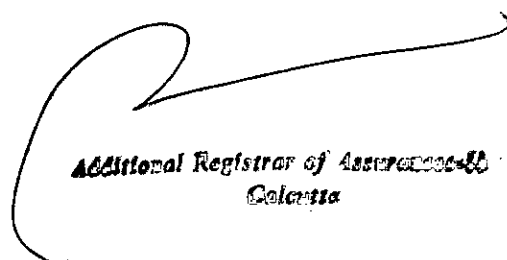

Additional Registrar of Assurance
Calcutta



- 5) That the vendor hereby assures the vendee that the scheduled property is free from all encumbrances, charges, claims, tenancy, rights, mortgages, and that the scheduled property is not subject to any court attachment, indemnity or other claims whatsoever and there is no case or litigation pending before any court/tribunal or any judicial body over it. In case any such matter comes to light, the vendor hereby covenants to indemnify the vendee fully of all and every losses caused to the vendee, because of any encumbrances, charges, claims, tenancy, rights, mortgage or any kind of attachment created or existent on the property prior to this date of 19th Nov. 98.
- 6) That in terms of the powers entrusted to the trustees of the trust by the deed of trust dated 27/12/79, the trustees have decided to sell the said office premises for the purpose/(s) connected with the trust.
- 7) That the vendor assures the vendee that it has paid and settled all the outstanding arrears and/or taxes with respect to the scheduled property to any Govt. Deptt. Office(s) and/or any statutory/local body and further the vendee may also get building licence, electricity meter connection and water meter connection transferred in its name on the basis of the sale deed without any consent or notice of the vendor and may enjoy the same by working such improvements as it may deem fit and necessary.
- 8) That the vendor shall assist/help and support the vendee at the latter's expenses for getting the name transferred/mutated in Municipal Corporation Records or in any other proceedings before any other authority which may be required to convey morefully and absolute title to the vendee of the scheduled property.
- 9) That the vendor further agrees that it shall at the request and cost of the vendee execute or cause to be executed all such applications, forms, lawful acts, deed and things whatsoever for further and more perfectly conveying title of the scheduled property to the vendee.
- 10) That the vendor shall execute or cause to be executed any rectification deed, at the request of the vendee, which may be necessary to remove/improve/rectify any misdescription/error/mistake inadvertently crept into this deed of conveyance.
- 11) That the vendor assures the vendee that no material facts pertaining to the scheduled property has either been suppressed or concealed from the vendee. The vendor doth hereby covenants with the vendee that it shall indemnify the vendee against all losses and damages which the vendee may sustain/incur on account of suppression of material facts, encumbrances, breach of all or any of the covenants stipulated herein or entered into prior to this deed of conveyance for the sale of the scheduled property.
- 12) The purchasers shall bear and pay all necessary expenses for the execution and registration of this deed of conveyance like stamp duty, registration charges etc. of the said office premises at Unit No. 104
- 13) The vendor has already cleared all the dues, maintenance charges, electricity charges, water charges and other liabilities stipulated in 4th schedule hereunder that might be standing on the said office premises Unit no. 104, till the date of delivery of physical possession to the purchaser.
- 14) After execution of deed of conveyance of the said office premises Unit no. 104 by the purchaser the allied concerns of the purchaser, the clients and the other persons and organisations related to the purchaser shall be free to use and avail the common passages, the common amenities and facilities provided in the Said COMMERCIAL POINT BUILDING and described in fifth schedule hereunder.






Additional Registrar of Assurance-4
Calcutta



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF CONVEYANCE ON THE DAY, MONTH AND YEAR AS MENTIONED ABOVE IN THE PRESENCE OF TWO WITNESSES WHO HAVE ALSO SIGNED THIS DEED OF CONVEYANCE AT CALCUTTA.

1) Signed and delivered by Trustees of
KAMALA CHARITY TRUST

VENDOR

KAMALA CHARITY TRUST
R. Dalmia
Trustee.

A. SHRI RAGHUNANDAN PRASAD DALMIA

KAMALA CHARITY TRUST.
R. Dalmia
Trustee.

B. SHRI SHYAM SUNDAR DALMIA

KAMALA CHARITY TRUST.

C. SHRI NARAIN PRASAD DALMIA

N. Dalmia
Trustee.

2) **PGF LIMITED** Represented by
it's Authorised Signatory.

PURCHASER

MR. ATUL SRIVASTAVA pursuant to
a resolution passed at the Board Meeting
of the Company on 2/6/98

For P. G. F. LTD
Atul Srivastava
Authorised Signatory GTR No - 691/P

WITNESSES :

1. *Sujitash Kamal*
35, New Vikramgarh
Cal - 68
2. *Sumit Binani*
Gopi Niwas, Flat 4F
141 B.T. Road, Dunlop
Calcutta - 700 035





Additional Registrar of Assurances
Calcutta



THE FIRST SCHEDULE HEREINAFTER REFERRED TO
(Description of the SAID LAND)

All that piece or parcel of land hereditament and Premises containing by estimation one Bigha three Cottahs be the same little more or less situated lying at and being Holding No. 28. In Survey Block No. 11, in the South Division of the town of Calcutta, now numbered as Premises No. 79, Lenin Sarani, Calcutta, formerly No. 79, Dharmatolla Street, Calcutta, butted and bounded as

- On the North : Partly by Premises No. 78
Lenin Sarani and Partly by
Lenin Sarani ;
- On the East : By a By-Lane ;
- On the South : Partly by a By-Lane and
Partly by Premises No. 95
Corporate Street,
---And---
- On the West : Partly by Premises No. 95
Corporate Street, and
Partly by Premises No. 78
Lenin Sarani.

THE SECOND SCHEDULE HEREINAFTER REFERRED TO
(Description of the SAID OFFICE PREMISES)

ALL THAT office space being Unit No. 104, measuring super built up area of 2000 Sq. feet and built up area being 1666.6 Sq. feet. In the South West portion of the First Floor of the building named 'Commercial Point' constructed on the plot of land described in the First Schedule herein above mentioned and having a covered area of 2000 Sq. ft. more or less and butted and bounded :-

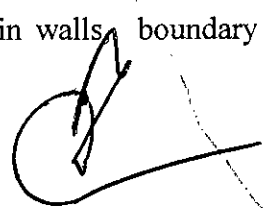
- On the North : Unit No. 105 owned by Dalmia
Jankalyan Kosh ;
- On the South : Common Passage in Ground
Floor
- On the East : Premises occupied by UCO
Bank ;
- On the West : Common Passage in Ground
Floor

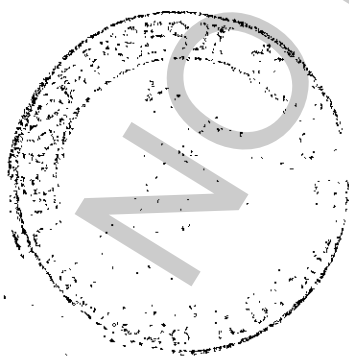
THE THIRD SCHEDULE HEREINAFTER REFERRED TO
(Description of the Common Properties and Areas)

All common paths and passages required for maintaining free movement from exist of the said office space to the main road.

The land of the Building exclusively pertaining to Common areas and common paths ;

The foundation columns, girders, beams, supports, main walls, boundary walls, main gates, fire escapes, entrance and exits of the building.





Additional Registrar of Assurances-44
Colombo



Portion of the Building to be utilised for common benefits of the Owners/Occupiers of the Building, excluding Roof.

The elevators, stair-cases on all floors, landing areas, lifts, lift rooms, Lift walls, common lobbies.

All common parts equipments installations, fixture, fittings and space in the said Building including the tube wells, drainage, sewerage, pump house and all apparatus and installations for common use.

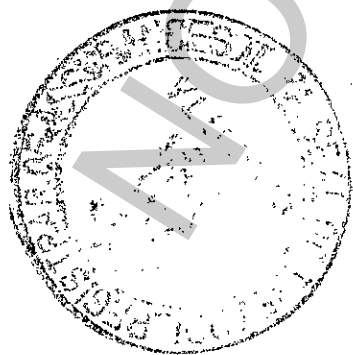
Wiring and accessories for general lighting of the Common portion and for operation of lift, water pump etc.

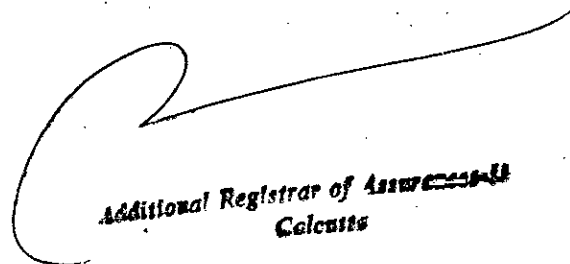
Evacuation pipes, Drains and sewers in the Building and from the Building to the Municipal Duct.

THE FOURTH SCHEDULE HEREINAFTER REFERRED TO
(Term s conditions stipulations and covenants
to be observed and performed by the Purchasers)

1. The purchasers shall use the said Office Space for any business or commercial purpose and shall not use the same as a Warehouse for stocking or storing any combustible or inflammable goods or articles or for an illegal or immoral purposes.
2. The Purchasers shall carry out all internal repairs in the said Office Space at their own cost and expenses and maintain it in good condition, state and order and shall observe all the rules and bye-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon the said Office Space which may be against the rules and bye-laws of the Corporation or any other local authority.
3. The Purchasers shall keep the common area and the compound of the said building neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture, articles in common space, entrances, staircase.
4. The Purchaser shall not use the Building in a manner which may cause inconvenience or annoyance to the owners or occupiers of other offices in the Building.
5. The purchaser shall indemnify and keep the Vendor indemnified and harmless from or against any claim or demand or payment of such taxes, duties, and other liabilities which is required to be paid and discharged by the purchasers.
6. The Dabariwala Properties Pvt. Ltd. has formed a limited Company for the maintenance and management of the building.
7. The purchasers agree to observe and perform the rules, regulations and by-laws of this Association.
8. The Dabariwala Properties Pvt. Ltd. has agreed to transfer all the right, title and interest in all common portions and area to such Association.
9. The Purchasers shall deposit a sum calculated at the rate of rupees three per Square foot free from interest to reimburse the Vendor for money which it has deposited with Dabariwala Properties Pvt. Ltd. as security for the due payment of the proportionate share of maintenance and common expenses (hereinafter referred to as "the proportionate share of expenses"), at the time of taking physical possession of the said premises execution of the Conveyance. Upon such Association being formed, the Dabariwala Properties Pvt. Ltd. shall transfer such deposit to the Association.
10. Until handing over the charge of maintenance and management to the Association the Dabariwala Properties Pvt. Ltd. or so long the management and maintenance






Additional Registrar of Assurances-4
Calcutta



common portions and area is in the control and charge of the Dabariwala Properties Pvt. Ltd., the Purchasers agree and undertake to pay to the Dabariwala Properties Pvt. Ltd. regularly and punctually whether demanded or not within the Fifteenth day of the month succeeding of the month for which the same shall be payable, their proportionate share of the maintenance charges and expenses as stated in the Fifth Schedule hereunder

11. The proportionate share of expenses payable by the Purchasers shall be in the proportion which the area of the said office space is to the total saleable area for the time being of the Building.
12. In default of such payment the purchasers shall be liable to pay interest at the rate of 21 % per annum compoundable every month from the date of default upto the date of payment to the Dabariwala Properties Pvt. Ltd. or Association as the case may be.
13. The Purchasers shall at no time demand partition of his interest in the said plot of land or the said Building, it being agreed and declared that the interest of the Purchasers in the said plot of land and the Building is impartible.
14. The Purchaser shall not demolish or cause to be demolished any part or portion of the said office space or Building or cause to be made any new construction of whatsoever nature in such building or in any part thereof.
15. The purchasers shall not use of permit user of the said office space in a manner which would diminish the utility of the common areas and facilities.
16. The said Office space together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.
17. If at any future date the said building is acquired or requisitioned by the Government or any other competent authority. The Purchasers shall be entitled to receive proportionate share of the total value of compensation to be received or recovered.

THE FIFTH SCHEDULE HEREINAFTER REFERRED TO
(Common and Maintenance Expenses to be paid by Purchasers)

- a) Cost of operating, maintaining, overhauling or replacing lifts, staircase, passage, entrance and other common parts of the Building.
- b) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, Common water supply lines (excluding the water supply line serving any particular office) And generator for operating common facilities.
- c) Cost of maintaining Water Reservoirs and Tanks the Ground Floor and on the Roof.
- d) Cost of maintaining the Side Walls of the building in proper repairs and in water leak proof condition.
- e) Cost of repairs and painting the exterior of the building and all other common portions and areas.
- f) Salaries and Sweepers, Caretaker, Chowkidars and Durwans employed for the upkeep of the Common Areas.
- g) Cost of Incorporation and formation of the Association for maintenance of the Building.
- h) All Municipal rates taxes, duties and other impositions and levies on all common areas.





Additional Registrar of Assurance-46
Calcutta



- i) The Security Deposits or any increase in Security Deposit demanded And required to be paid to electricity authorities, Municipal Authorities or any other local authorities for maintenance of all common services and facilities.
- j) So long the said unit is not separately mutated, assessed and numbered in the records of the Calcutta Municipal Corporation, the Purchasers shall make payment of proportionate share of Municipal rates, taxes, and other levies from date of taking of physical possession.
- k) Cost of Maintenance of all other common services and facilities not specifically provided.

**THE SIXTH SCHEDULE HEREINAFTER REFERRED TO
(Mode and Instances of Payment of Total Sale Consideration)**

The total sale consideration is Rs. 37,00,000/- (Thirty seven lakhs only) which is payable as hereunder mentioned.

Rs. 3,75,000/-

Paid on 17th November, 1997 through demand draft favouring KAMALA CHARITY TRUST drawn on Bank, State Bank of India dated 5th Nov'97, D.D. No. 210180 payable at Howrah.

Rs. 26,25,000/-

Already paid at the time of delivery of physical possession to the purchaser of the said office premises dated 14-02-98 through demand draft no. 000329, dated 03-02-98 drawn on Times Bank Ltd. favouring KAMALA CHARITY TRUST payable at Calcutta.

Rs. 7,00,000/-

To be paid at the time of execution and registration of sale/conveyance deed in respect of said office premises, through demand draft No. 061617 dated 20-10-98 drawn on State Bank of India, Calcutta. favouring KAMALA CHARITY TRUST payable at Calcutta.

Witness
1. Amitash Kamal
2. Sumit Binari

KAMALA CHARITY TRUST

R. P. Dalmia
Trustee.

KAMALA CHARITY TRUST.


KAMALA CHARITY TRUST.

R. P. Dalmia
Trustee.

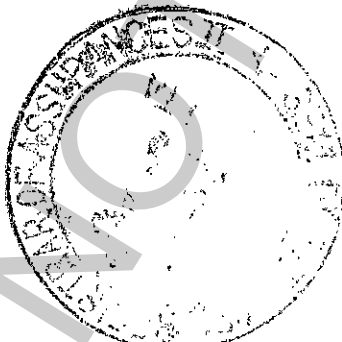


old
wanted
wanted

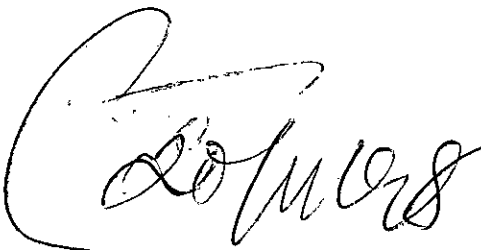
I per
122
428-459
4747
2000


Sh

Additional Registrar of Assurance-II
Calcutta
20/11/2000



K1A)-2
K1A)-2
RW-2
P1)-2
G1A)-2
S1A)-2
M1A)-2


Additional Registrar of Assurance-II
Calcutta

Amount Rs. Two lakhs, fifteen hundred
and one hundred 1/100 (2,59,100 RS)
688
11/11/00



1393

F-1 - West Bengal

(13)

West Bengal Form No. 1564

New Rule Form No. 10 (Appendix - I)

Miscellaneous Receipt

REGN.

468656

1. Serial No. G.

PGT Secy.

2. Name of Payer.....

43136-1-4747

3. Number of document to which the fee relates.....

4. Fees paid —

Article—

Amount—

5. Other Receipts —

A-36410-

18-27.11.11

Am 231100/-



Registering Officer

in case of fees realised subsequent to the date of presentation of document.

17/11/11

B

Miscellaneous Receipt

REGN.

075850

1. Serial No. E

2. Name of Payer.....

3. Number of document to which the fee relates.....

4. Fees paid —

Article—

5. Other Receipts —

Amount—

Registering Officer

be filled up in case of fees realised subsequent to the date of presentation of document.



1 Calcutta

Hful Sivasatree

14/8/34

Amount—

50 2 00

170 2 00

170 2 00

170 2 00

170 2 00

170 2 00

170 2 00

170 2 00

170 2 00

170 2 00

170 2 00

12/11

19/11

KAMALA CHARITY TRUST

Phone : 220.6069

7, LYONS RANGE,
CALCUTTA-700 001

1 Calcutta

RECEIPT

Received with thanks from M/s PGF Ltd a sum of Rs. 7,00,000/- (Rupees Seven Lacs only) vide D/D No. 061617, dated 20/10/98 drawn on State Bank Of India being the balance payable at the time of execution and registration of sale/conveyance deed of the Unit No.104 at Commercial Point, Lenin Sarani, Cal-13. In favour of PGF Ltd. as agreed pursuant to Clause 6 of the Agreement to Sell Dated 28/11/97.

for Kamala Charity Trust

Trustee.

Dated:

19-11-98



KARALA CHARITY TRUST

Phone: 250-5028

3 LYONS RANGE

CALCUTTA-700 001

NOT FOR SALE



KAMALA CHARITY TRUST

Phone : 220.6069

7, LYONS RANGE,
CALCUTTA-700 001

RECEIPT

Received with thanks from M/s PGF Ltd a sum of Rs. 770/ (Rupees Seven hundred seventy only) in cash being the adjustment of prorata Monthly Maintenance Charges for February, 1998 (Reference our letter dated 31/3/98) for Unit No.104 at Commercial Point, Lenin Sarani, Cal-13.

for Kamala Charity Trust

Trustee

Dated :

20-11-98



KARNATA CHARITY TRUST

Phone: 530-6089

7 LYONS RANGE

CALCUTTA-700 001

NOT FOR SALE





PGF LIMITED

17

EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF PGF LIMITED HELD ON TUESDAY THE 2ND JUNE, 1998 AT 3:00 P.M. AT THE HEAD OFFICE OF THE COMPANY AT 2ND FLOOR, VAISHALI BUILDING, COMMUNITY CENTRE, PASCHIM VIHAR, NEW DELHI - 110063.

"RESOLVED that in supersession of the earlier resolution passed in the meeting of Board of Directors held on 5th November, 1997, the consent of the Board be and is hereby accorded to purchase commercial property measuring 2,000 Sq.Ft. (Super Built-up) situated at Unit No.104, First Floor, 79 Lenin Sarani, Near Moulali Chowk, Calcutta - 13 from Kamala Charity Trust, Calcutta on the agreed terms and conditions as may be tabled at the meeting duly initialled by the Chairman for the purpose of identification and Mr.A.K.Majumdar, S/o Sh.D.L.Mazumdar, R/o 102, Maitri Apartments, Ashiana Road, Patna - 14, Bihar, Mr.Amitabh Kamal, S/o Sh.K.D.Sharma, R/o First Floor, Laxmi Apartments, Dobson Road, Howrah - 1, Mr.Anuj Kumar Vaksha, S/o Sh.Bhola Prasad Vaksha, R/o 84, Sharda Niketan, Saraswati Vihar, Pitampura, Delhi-110034 and Mr.Atul Srivastav, S/o Mr.H.C.Srivastav, R/o Block-Z, 432/B, Sector-12, Noida, Uttar Pradesh be and are hereby jointly or severally authorised to perform the following acts in connection with the said property on behalf of the Company :

1. To sign all agreements, deeds, papers, documents in respect of the said property on behalf of the Company.
2. To purchase the said property in the Company's name, pay the sale consideration and get the acknowledgement of the same.
3. To sign and execute all papers, statements, affidavits and other legal documents as may be deemed necessary and expedient in respect of the said property on behalf of the Company.
4. To purchase stamp papers for the payment of stamp duty.
5. To do and perform all other acts incidental thereto on behalf of the Company.

"FURTHER RESOLVED THAT a certified to be true copy of the Resolution be forwarded to the concerned authorities as and when required duly certified by Mr.S.K.Gaur, Company Secretary of the Company."

Certified to be true copy
for PGF LIMITED

(S.K.GAUR)

COMPANY SECRETARY

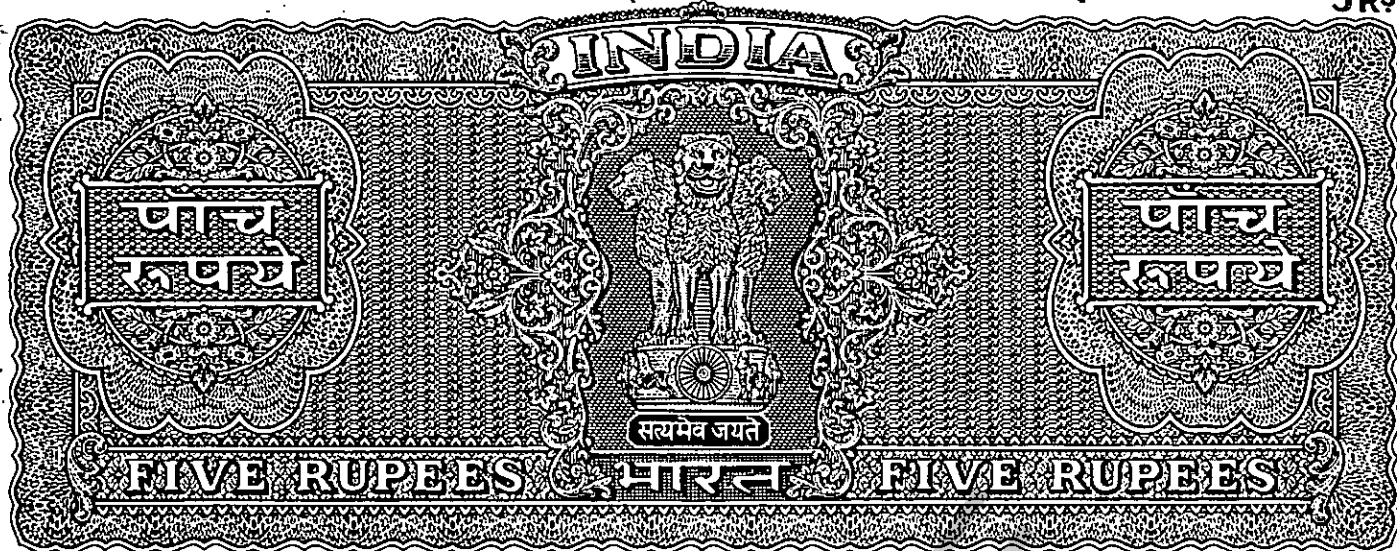


TO THE HON. CHIEF JUSTICE OF THE SUPREME COURT OF INDIA
AT NEW DELHI
FROM THE HON. JUSTICE J. R. M. LODHA
IN MATTER OF PACIL LTD.
NEW DELHI

NOT FOR SALE

CHIEF JUSTICE
NEW DELHI





AGREEMENT TO SELL

This Agreement to Sell is made on this 8 day of JUNE 2001 at NEW DELHI

BETWEEN

M/S. PGF Limited, a Public Limited company, incorporated under Companies Act, 1956, having its Registered Office at S.C.O., 1042-43 Sector 22-B, Chandigarh - 160022 and Head Office at 2nd floor, Vaishali Building, Community Centre, Paschim Vihar, New Delhi-110063, (hereinafter called to as the "First Party"), represented by MR.MANTOSH JAGGI (DY.MANAGER I&P),duly authorised by Board of Directors, vide its Resolution dated 25.5.2001.

AND

M/S PACL INDIA LTD., a Public Limited Company incorporated under Companies Act 1956, having its Regd. Office, 22, 3rd floor, Amber Tower Sanasar Chand Road, Jaipur - 302004 and Corporate Office at B-1/5 Paschim Vihar, New Delhi- 110063,(hereinafter called as the "Second Party")represented by MR.MANOJ KUMAR MANAGER (I&P) duly authorised by Board of Directors, vide its Resolution dated 4.6.2001.

Contd...2/

For PGF LIMITED

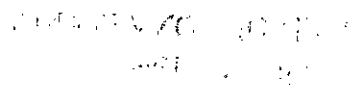
[Signature]
Authorised Signatory

For PACL INDIA LTD.

[Signature]
Authorised Signatory



NOT FOR SALE



The expressions, First Party and Second Party, wherever they occur in the body of this Agreement, shall mean and include the Company's representative(s) successor(s) in office, executor(s), attornee(s), assignee(s) and alike.

WHEREAS the First Party is the lawful owner and in possession and enjoyment of Commercial Property unit no.104 on first floor in building named COMMERCIAL POINT at 79, Lenin Sarani, near Moulali Chowk, Calcutta 700 013 admeasuring 2000 Sq.fts area.

WHEREAS First Party, has purchased/acquired interest & possession in the said property from Kamala Charity Trust having office at 7, Lyons Range Room No. 1, 3rd floor, Calcutta vide sale deed no.4747/98 dated 19.11.98.

AND WHEREAS, First Party has agreed to sell said Property with all right, title, interest, appurtenance, easements and advantages of whatsoever nature to the said property and Second Party has agreed to purchase said Property for a total sale consideration of Rs. 55,00,000/-

AND WHEREAS both the parties, to avoid future complications, have decided to reduce in writing the terms and conditions agreed to between them being those present in the following manner:

NOW THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS :-

1. That the total sale consideration for the said Property is Rs.55,00,000/- (fifty five lacs only).
2. That the Second party has paid to First party a sum of Rs.45,00,000/- by way of cheques (details are enclosed herewith marked Annex.1), as advance sale consideration, the receipt of which the First party hereby acknowledges. An amount of Rs.9,00,000/- shall be paid by the second party to the first party within the period of six months from the date of execution of this agreement to sell.

contd..3/

For FGF LIMITED

[Signature]
Authorised Signatory

For PACL INDIA LTD.

[Signature]
Authorised Signatory



--3--

3. That First Party has valid right, absolute power and authority to sell, transfer, convey and assign and alienate the said property in whole or part thereof.
4. That the Transfer permission from any authority shall be obtained by the second party at there expenses.
5. That First party shall execute Transfer deed/Sale deed in favour of Second party ; the balance amount of Rs.1,00,000/- shall be accordingly paid by the Second party to the First party at the time of execution of Transfer deed/Sale deed.
6. That the First party has agreed to deliver the complete vacant, peaceful, lawful, unencumbered, and absolute possession of said property to the Second party at the time of execution of this agreement to sell i.e.on 8.6.2001.
7. That the documents of title under which said Property is held by the First party ,are fully valid and are enforceable and are in no way forfeited, surrendered or rendered void or voidable..
8. First party hereby declares that said Property is free from all kinds of encumbrances, charges, claims, tenancy rights, litigations, disputes, court attachment order (whatsoever may be), and the same is not subject to indemnity or offered as collateral security. Concomitantly said Property is also not subject to acquisition proceedings by Government. However, any defect/anomaly to this effect if noticed later on and is brought to the notice of First Party, the First Party undertakes to indemnify Second Party from and against/arising out of such loss/losses, damage/damages, cost, expenses (as the case may be) that may be caused to Second Party.
9. That First Party shall do or cause to be done all such lawful acts and things whatsoever required for conveying the said property in favour of Second Party.

IN WITNESS WHEREOF, THE PARTIES MENTIONED ABOVE DO HEREBY SET AND SUBSCRIBE THEIR RESPECTIVE HAND(S) OF THEIR FREE WILL AND VOLITION ON THE DAY AND DATE MENTIONED ABOVE IN PRESENCE OF THE FOLLOWING WITNESSES.

WITNESSES:

1.

(Rajeev K. Mishra)

2.

(H. S. Singh)

For PGT LIMITED

FIRST PARTY

For PACT INDIA LTD.

SECOND PARTY



ANNEX.1

DETAILS OF THE PAYMENT MADE BY SECOND PARTY AND RECEIVED BY FIRST PARTY:

DATE	CHEQUE NO.	DRAWN ON	AMOUNT(RS.)
31.5.2001	228659	STATE BANK OF PATIALA PASCHIM VIHAR	20,00,000.00
07.6.2001	228674	STATE BANK OF PATIALA PASCHIM VIHAR	15,00,000.00
08.6.2001	228675	STATE BANK OF PATIALA PASCHIM VIHAR	10,00,000.00

For PGF LIMITED

H. Lapi
Authorised Signatory

For PACL INDIA LTD.

Angela
Authorised Signatory

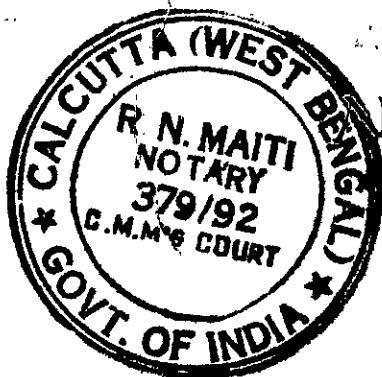
NOT FOR SALE



S.L. No. 33, 1997

22

MR 17949/16



Notarial Certificate

To all to whom these presents shall come, I, R. N. Maiti duly appointed by the Central Government as a Notary and practising within the city of Calcutta (West Bengal), Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper Writings, 'A' are presented before me by the executant's.

Shyan Sunder Dalmia & Co.
of 213, Soot Base Rd Calcutta 20


R. N. MAITI
Notary.
Soot Base Rd

hereinafter referred as the, executant/s on this the 28th day of Nov in the year One Thousand Nine Hundred Ninety

Seven. The "executant/s" having admitted the execution of the Paper Writings "A" and being satisfied as to the identify of the executant I have attested the execution.



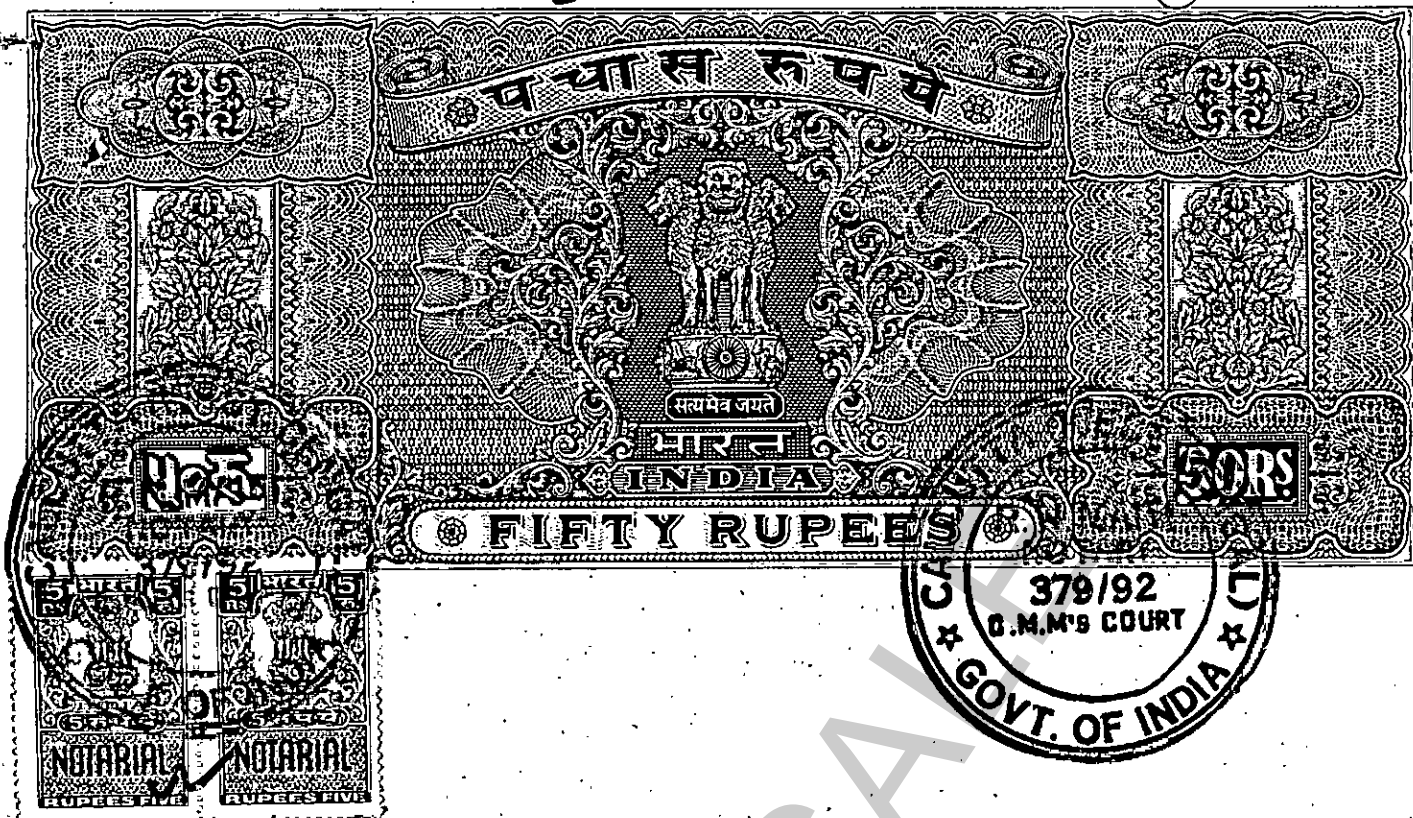
IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto subscribed my name and affixed my seal of office this 28th day of Nov 1997


R. N. Maiti
Notary
Govt. of India
Regn. No. 379/92
3, Bankshall S
Calcutta-70



NOT FOR SALE





AGREEMENT TO SELL

This AGREEMENT TO SELL is made at Calcutta on this 28th day of November of the year 1997.

BETWEEN

1) Shri Raghunandan Prasad Dalmia, aged about 85 years, s/o of Late. Shri Mulchand Dalmia residing at 2/3, Sarat Bose Road, Calcutta-700020. (2) Shri Shayam Sunder Dalmia, aged about 65 years, s/o Sri Raghunandan Prasad Dalmia, residing at 2/3 Sarat Bose Road, Calcutta-20. (3) Sri Narain Prasad Dalmia, aged about 60 years, s/o Sri Raghunandan Prasad Dalmia, residing at 2/3, Sarat Bose Road, Calcutta-20, all being the trustees of KAMALA CHARITY TRUST, a public charitable trust, having its registered office at 7, Lyons Range, Room No. 1, 3rd Floor, Calcutta-700001 hereinafter referred to as the VENDOR (which expression shall unless repugnant to the context be deemed to mean and include the said trustees or the trustees for the time being of the KAMALA CHARITY TRUST as well as successors, representatives, assigns and nominees of the said trust) of the first trust.

AND

M/S PEARLS GREEN FORESTS LIMITED, a public limited company incorporated under the Company's Act, 1956, having its registered office at S.C.O. - 1042-43 Sector 22B, Chandigarh - 160022 and Head office at 2nd Floor, Vaishali Building, Community Center, Paschim Vihar, New Delhi - 110063, and interalia, having its branch Office at 379, Belilious Road, Howrah - 711101, through Mr. Amitabh Kamal aged about 26 years and s/o Shri K.D.Sharma, resident of first floor Laxmi Apartments, Dobson Rd. Howrah-1, hereinafter referred to as PURCHASER (which expression unless repugnant to the context or meaning thereof shall be deemed to mean administrators, agents, assign, and other legal representatives) of the second part.

WHEREAS THE PREMISES, UNIT NO. 104 situated on first floor of building named COMMERCIAL POINT at 79, Lenin Sarani, Near Moulali Chowk, Calcutta - 700013, more fully and particularly describe second hereunder and hereinafter referred to as, the PREMISES is owned and possess by KAMALA CHARITY TRUST.

For KAMALA CHARITY TRUST

For Pearls C

A. N. MAITI
Notary
Sogn. No-870/K3
Govt. of India
Dankshali Street
Calcutta

28 NOV 1997

Trustee.



87376

Plumb Green Forestry Ltd

V. B. Gupta Purchase Voucher

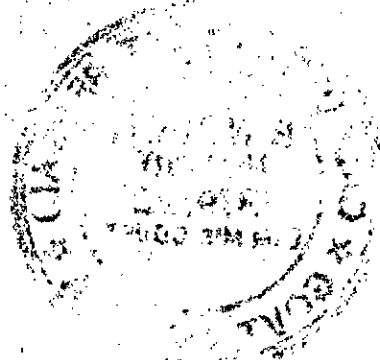
DATE 28 NOV 1997

SURANIAN INVESTMENTS
LICENSED

CITY

L.B.S. S. ROY ROAD, CAL-6

N. Dethan 63



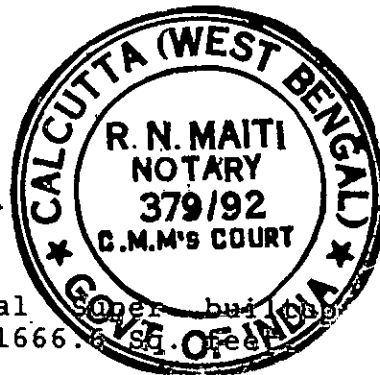
NOT FOR SALE

For Plumb Green Forestry Ltd

Authorized Signatory

AMALA CHARITY TRUST





ANDWHEREAS the said office premises has the total ^{super building} area of 2000 Sq. feet and total builtup area of 1666.6 Sq. feet.

ANDWHEREAS the said building named Commercial Point is constructed on the total piece and parcel of land measuring about 1 Bigha 3 Cottahs and being Municipal Premises No. 79, Lenin Sarani in the city of Calcutta, more particularly described in the first schedule hereunder and hereinafter referred to as the SAID LAND.

ANDWHEREAS one M/s. Haralal Harendralal Roy Estates Ltd. (hereinafter referred to as the said company) was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the two0 storeyed brick tenement or dwelling house together with the piece or parcel of land thereunto belonging and containing bt estimation an area of 1 Bigha and 3 Cottahs (as appearing on record) be the samea little more or less situated at and being Municipal premises No. 79 Dharmatolla Street, now known as premises No. 79, Lenin Sarani in the city of Calcutta, more particularly described in the first schedule hereunder written and hereinafter referred to as "the SAID LAND")

ANDWHEREAS by an Order dated 20th February, 1953 passed by the Hon'ble Calcutta High Court, the said Company was directed to be wound up.

ANDWHEREAS by an order dated 10th May 1978 the official liquidator was directed to sell by public auction various properties belonging to the said Company including the said premises mentioned in the first schedule hereunder.

ANDWHEREAS Messors. P.K. Bose & Co. was declared the highest bidder and the Hon'ble Company Judge confirmed the sale of the said premises in favour of M/s. P.K. Bose & Co. free from all encumbrances and charges and for a price of Rs. 350000/- (Rs. Three Lakhs and Fifty thousand only).

ANDWHEREAS by a Conveyance dated 17th August, 1978 registered in the Office of the registrar of Assurances, Calcutta, in the Book No. 1, Volume - 97, Pages 289 to 298 and Being NO, 4151 for the year 1978 the official Liquidator representing the said company in the liquidation sold, transferred and conveyed the undivided one-fourth part or share in the said premises in favour of shri P.K. Bose one of the partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

For KAMALA CHARITY TRUST

Trustee.

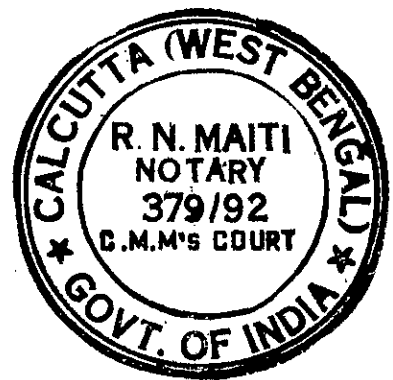
For Pearls Green Forests Ltd.

Authorised Signatories.

✓
R. N. MAITI
Notary
Sgn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1

28 NOV 1997





ANDWHEREAS by another Conveyance dated 17th August, 1978 registered in the office of the registrar of Assurances, Calcutta, in Book no. 1, Volume - 150, pages 113 to 124, being no. 4147 for the year 1978, the Official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or share in the said premises in favour of Shri Gagan Chandra Samanta, one of the partners of the firm M/s. P.K.Bose & Co. and subject to the existing tenancies.


ANDWHEREAS by another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in Book No. 1, Volume-165, pages 62 to 72, Being No. 4152 for the year 1978, the Official Liquidator representing the company in liquidation sold, transferred and conveyed the undivided one-fourth part or share in the said premises in favour of Shri Manindra Chandra Paul and Subject to the existing tenancies.

ANDWHEREAS by another conveyance dated 17th August, 1978 registered in the office of the Registered of Assurances, Calcutta, in the Book No. 1, Volume No. 165, pages 73 to 83, being no. 4153 for the year 1978, the Official liquidator representing the company in liquidation sold, transferred and conveyed the the undivided one-fourth part or share in the said presises in favour of Muzaffar Hossain, one of the partners of the firm M/s. P.K.Bose & Co. and subject to the existing tenancies.

ANDWHEREAS THE said purchasers namely Shri P.K.Base, Shri Gagan Chandra Samanta, Shri Manindra Chandra Paul and Shri. Muzaffar Hossain (hereinafter referred to as the said Co-Owners) got the name of M/s.P.K.Bose & Co. recorded as owner in the records of Calcutta Municipal Corporation and also obtained sanction of a plan for erection and construction of a new building at the said premises vide sanction letter no. 40 (ii) dated 21.02.86.

ANDWHEREAS by as agreement for sale dated 18th May, 1984, the above said four purchasers agreed to sell, convey and transfer the said premises to M/s. Arpee Properties Private Ltd, at and for a total consideration of Rs.3700000/- (Rs.Thirty Seven Lakhs only) subject to delivery of vacant possession and subject to making out marketable title of the said premises free all encumbrances and charges.

For KAMALA CHARITY TRUST


Trustee.

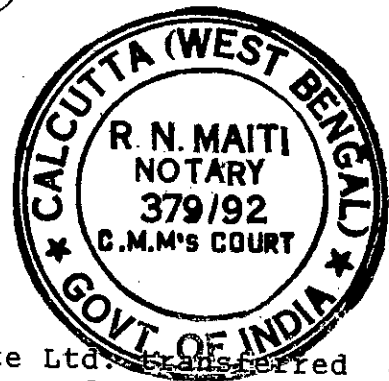
For Pearls Green Forests Ltd


Authorised Signatories

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta

28 NOV 1997





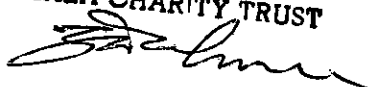
ANDWHEREAS the said Arpee Properties Private Ltd. transferred and assigned all its rights, interests, benefits and advantages under the said agreement for sale in favour of the then vendor and requested the said four Co-owners to execute the conveyance in favour of the Dabariwala properties Pvt Ltd. And in all those Conveyances, Arpee properties Pvt. Ltd agreed to become the confirming Party.

ANDWHEREAS by an Indenture of Conveyance dated 29th September, 1986 duly registered in the Office of the Registrar of Assurances, Calcutta, the said Muzaffar Hossain for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first Schedule hereunder in favour of Dabariwala Properties Private Limited free from all charges and encumbrances. The confirming parties to this conveyance were (1) Shri P.K.Bose. (2) Heirs and legal representatives of Shri Gagan Chandra Samanta (3) Shri Manindra Chandra Paul, all three being other partners of M/s. P.K.Bose & Co. And (4) Arpee Properties Private Ltd.

ANDWHEREAS by another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the registrar of Assurances, Calcutta, the heirs and legal representatives of the said Gagan Chandra Samanta, since deceased, for consideration mentioned therein sold, transferred and conveyed all their right, title and interest being undivided 30% share and /or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Private Ltd. The confirming party of this conveyance were (1) Shri P.K.Bose, (2) Shri Manindra Chandra Paul, (3) Shri Muzaffar Hossain, all three being other partners of P.K. Bose & Co. And (4) Arpee Properties Private Limited.

ANDWHEREAS by another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the registrar of Assurances, Calcutta, the said Manindra Chandra Paul, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Private Ltd. free from all charges and encumbrances. The confirming party of this conveyance were (1) Shri P.K.Bose, (2) Heirs and Legal representatives of Shri Gagan Chandra Samanta, (3) Shri Muzaffar Hossain, all three being other partners of P.K. Bose & Co. And (4) Arpee Properties Private Limited.

For KAMALA CHARITY TRUST


Trustee.

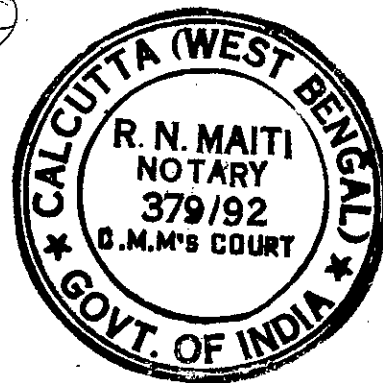
For Pearls Green Forests Ltd


Authorised Signatories

R. N. MAITI,
Notary
Regn. No-379/92
Govt. of India
1, Bankahall Street
Calcutta-1

28 NOV 1997





ANDWHEREAS by another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the registrar of Assurances, Calcutta, the said Shri P.K. Bose, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 50% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Private Ltd. free from all charges and encumbrances. The confirming party of this conveyance were (1) Shri Manindra Chandra Paul, (2) Heirs and Legal representatives of Shri Gagan Chandra Samanta, (3) Shri Muzaffar Hossain, all three being other partners of P.K. Bose & Co. And (4) Arpee Properties Private Limited.

ANDWHEREAS upon such Conveyances the Dabariwala Properties Private Ltd. became the absolute owner and was seized and possessed of the said land.

ANDWHEREAS the Dabariwala Properties Private Ltd completed construction of a substantial portion of the said building in accordance with the sanctioned and approved building plan and was also granted partial occupancy certificate by the Calcutta Municipal Corporation dated 6th May 1988 letter no. CAB/1933 (City Architect Department).

ANDWHEREAS by an Agreement dated 26th April 1990 the Dabariwala Properties Private Limited agreed to sell and the Trustees of KAMALA CHARITY TRUST, a public charitable trust agreed to purchase and acquire all that office premises bearing unit no. 104 in the South West portion of the first floor in the said COMMERCIAL POINT BUILDING at and for total consideration of Rs. 800000/- (Rs. Eight Lacs Only) on the terms and conditions recorded in the said Agreement for sale subject to the tenancy of Nava Bharat Ferro Alloys Limited.

ANDWHEREAS in part performance of the said Agreement for Sale, the Dabariwala Properties Private Limited, upon receipt of the payment of a sum of Rs. 750000/- (Rs. Seven lakhs Fifty thousand Only) delivered constructive possession of the said office premises unit no. 104, measuring 2000 Sq. ft fully described in the second schedule hereunder and referred to as said office premises, and directed the said Nava Bharat Ferro Alloys Limited to make payment of all future rent from the date of the Agreement for sale directly to the Kamala Charity Trust to the total exclusion of the Dabariwala Properties Private Limited and later

For KAMALA CHARITY TRUST

Trustee.

For Pearls Green Forests Ltd

Authorised Signatories

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1

28 NOV 1997





28

agreed to accept and receive the balance consideration of Rs. 50000/- (Rs. Fifty Thousand Only) at or before the execution and registration of the conveyance in favour of the purchaser or their nominees.

ANDWHEREAS by a conveyance dated 28th August, 1990 registered in the office of the Sub-Registrar of Assurances, Calcutta in Book no. ONE Volume 330 pages 1 to 29 and being No. 17024 for the year 1990 the vendor of the first part purchased/procured the said office premises UNIT NO. 104, for a purchase consideration of Rs. 800000/- (Rs. Eight Lakhs Only) from Dabariwala Properties Private Limited, together with the undivided proportionate share of land described in the second schedule hereunder, together with the undivided interest and share in the common areas and common utilities in the Commercial Point Building and also the right to use and enjoy in common with all other owners and occupiers the benefits of common amenities, and facilities mentioned in schedule third hereunder and unhindered right of egress and ingress on the common passages in the said COMMERCIAL POINT BUILDING, subject to the tenancy of Nav Bharat Ferro Alloys Limited.

ANDWHEREAS by mutual consent the said tenant Nav Bharat Ferro Alloys Limited vacated the said office premises with the expiry of the night of 30th September 1993, and his tenancy also expired with the vacating of said office premises.

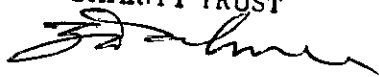
ANDWHEREAS the vendor has represented that the said office premises unit no. 104, is undisputed, free from any charge(s), mortgage(s), trust, maintenance, possession, licence, lease, sublease, underletting, lien, easement, exchange, encumbrance(s).

ANDWHEREAS the vendor has represented that the said office premises unit no. 104 is fully discharged from the tenancy of Nav Bharat Ferro Alloys Limited, since 1st October 1993.

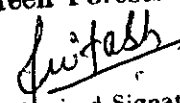
ANDWHEREAS the vendor has represented that the said office premises is completely discharged from the mortgage(s), charge(s), encumbrance(s) of UCO Bank since 20th June 1990.

ANDWHEREAS not withstanding any Act deed, matter or thing whatsoever the vendor has now in itself good title, full power and absolute authority to grant, convey, transfer, sell, assure and assign the said office premises unit no. 104, described in second

For KAMALA CHARITY TRUST


Trustee.

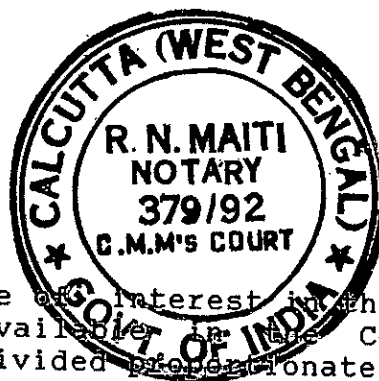
For Pearls Green Forests Ltd


Authorised Signatories

R. N. MAITI
Notary
Sgn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1

28 NOV 1997





schedule together with undivided share of interest in the common area and facilities and amenities available in the COMMERCIAL POINI BUILDING, together with the undivided proportionate share of said land described in first schedule.

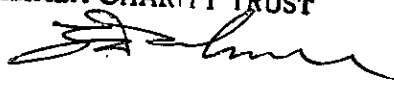
ANDWHEREAS on the above stated representations and assurances by the vendor of the first part, to the purchaser of the second part, in this agreement, the purchaser expressed desire to purchase and the Vendor agrees to sale the said office premises described in second schedule hereunder with undivided proportionate share of land described in the first schedule, on which the said building named Commercial Point stands, along with undivided share in common areas thereof including the right to use and enjoy in common with all other owners and occupiers of the other offices in the said building, the benefit of all common areas and facilities and amenities described in the third schedule hereunder, subject however to the terms and conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchaser and payment of all common and maintenance expenses mentioned in the fifth schedule hereunder by the purchasers FROM THE DATE OF deliverance/handingover possession of said office premises, absolutely and free from all encumbrance(s), charge(s), covenant(s) etc. for the total purchase consideration of Rs. 3700000/- (Rs. Thirty Seven Lakhs Only).

ANDWHEREAS by a Resolution dated 7th November, 1997, the Board of Trustees of Kamala Charity Trust Resolved to deal negotiate and dispose of the said office premises and for that purpose has authorised Shri Shyam Sundar Dalmia, Managing Trustee to execute and sign this agreement to sell on behalf of the Vendor.

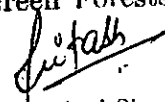
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED TO, BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS :


- 1) The VENDOR shall sell and the PURCHASER shall purchase wholly and absolutely free from all encumbrance(s) and charge(s) the said office premises unit no. 104, hereon and hereinafter referred to as the SAID OFFICE PREMISES, admeasuring super built up area 2000 Sq. ft and built up area measuring 1666.6 Sq. ft., more particularly described in the second schedule hereunder, situated on first floor of the building named Commercial Point, Constructed on land fully

For KAMALA CHARITY TRUST


Trustee,

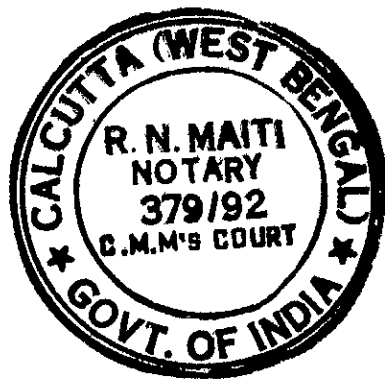
For Pearls Green Forests Ltd.


Authorised Signatories.


Notary
Regn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta, 1

28 NOV 1997





described in the first schedule hereunder, at premises no. 79, Lenin Sarani, Calcutta, TOGETHER WITH the undivided share/interest in the said land described in the first schedule hereunder in the ratio in which the total saleable area of the building is constructed on the said land in accordance with the plan sanctioned by the Calcutta Municipal Corporation, bears to the area of the said office premises, TOGETHER WITH the right of access from the exit of the said office premises to the main road either directly and/or through gates, passages, stair ways, landings, lobbies TOGETHER WITH undivided share in common areas including the right to enjoy and use in common with all other owners and occupiers of the other offices in the said building and also benefit of all common areas and facilities and amenities described in the third schedule hereunder and subject, however on the terms and conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchaser and also promise to pay all common maintenance expenses mentioned in the fifth schedule hereunder by the purchaser, charge(s) for the total purchase consideration of Rs. 3700000/- (Rs. Thirty Seven Lakhs Only).

- 2) The PURCHASER have paid a sum of Rs. 375000/- (Rs. Three Lakhs and Seventy Five Thousand Only), through a account payeed demand draft favouring KAMALA CHARITY TRUST, dated 5th November, '97 drawn on bank State Bank of India, D.D No. 210180, payable at Howrah, by way of part payment of the said agreed total consideration of Rs. 3700000/- (Rs. Thirty Seven Lakhs Only). The VENDOR hereby and herein admits and acknowledges the receipt of Rs. 375000/- (Rs. Three Lakhs Seventy Five Thousand Only), from the PURCHASER.
- 3) It is herein recorded that the VENDOR will construct the separation wall to the North of unit no. 104 as per drawing and specification(s) (measurements), provided in schedule eight, so as to separate unit no. 104 from the unit no. 105. The VENDOR will also construct one lavotary unit and three wash basins and two urinal pots in the unit no. 104 as per drawing and specification provided in schedule seven. For the said Lavotary unit, wash basins and urinalpots the VENDOR shall provide proper/adequate water connection and facility and proper/adequate drainage facilities. These constructions and installations shall be done by the VENDOR within forty days from the date of execution of this agreement/contract to sell.

For KAMALA CHARITY TRUST

Trustee.

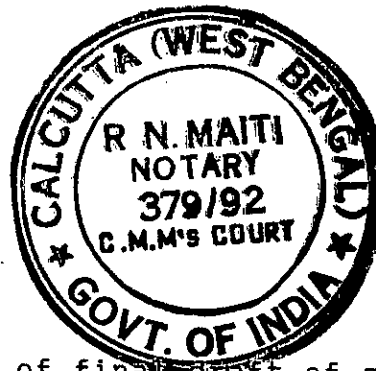
For Pearls Green Forests Ltd.

Authorised Signatories.

R. N. MAITI
Notary
Aogn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1

28 NOV 1997





- 4) Within fifteen days from the date of final draft of conveyance VENDOR shall apply to income tax authority for requisite income tax clearance certificates under relevant sections of Income Tax Act and Rules and Regulations framed thereunder, for the transfer of the said office premises and transfer of title of said office premises. After having applied for requisite income tax clearance certificates the VENDOR shall immediately present to the purchaser a certified copy of receipted income tax clearance application with a covering letter to this effect. The VENDOR shall bear all expenses relating to requisite income tax clearance certificates.
- 5) After VENDOR has performed functions mentioned in clauses 3 & 4 of this agreement, he shall invite the purchaser by registered letter with acknowledgment due at head office & branch office, to take the vacant, full, peaceful, legal, absolute and physical possession of the said office premises. On receipt of this invitation the purchaser or its representative shall within twenty days take the vacant, full, peaceful, legal, absolute and physical possession of the said office premises, and simultaneously make a payment of Rs. 2625000/- (Rs. Twenty Six Lakhs and Twenty Five Thousand Only) to KAMALA CHARITY TRUST through account payee demand draft payable at Calcutta. The VENDOR shall acknowledge the receipt of money and purchaser shall acknowledge the taking of possession through a requisite letter. Upon taking of possession of said office premises, PURCHASER shall be free to fully use and occupy the said office premises in any manner as it likes.
- 6) When the VENDOR has obtained necessary and requisite clearance certificates from the concerned authorities latest within four months from execution of this Agreement he shall invite the purchaser for the execution and registration of saledeed in respect of said office premises through a registered acknowledgement due letter at the head office and branch office of the PURCHASER. On receipt of such letter purchaser or its representative shall get the execution and registration of saledeed done within twenty five days from receipt of said registered letter and simultaneously make a payment of remaining Rs. 700000/- (Rs. Seven Lakhs Only) to the KAMALA CHARITY TRUST through account payee demand draft payable at Calcutta.

For KAMALA CHARITY TRUST

Trustee.

For Pearls Green Forests Ltd

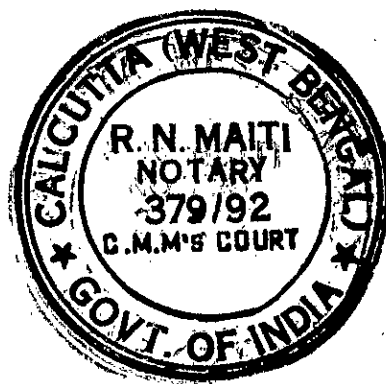
Authorised Signatories

R. N. MAITI
Notary

Regn. No-379/92
Govt. of India
8, Bankshall Street
Calcutta.

28 NOV 1997





- 7) The terms and conditions and clauses of the proposed saledeed to be executed and registered between and by the parties to this agreement shall be in consonance and in conformity with the terms and conditions and clauses of this agreement and also with terms and conditions and stipulations mentioned in schedule 4 & 5 hereunder.
- 8) The PURCHASER shall bear and pay all necessary expenses for the execution and registration of the proposed saledeed like stamp duty, registration charges etc. for the said office premises.
- 9) It is represented by the VENDOR that the building has not been assessed by Calcutta Municipal Corporation. The VENDOR hereby and herein agrees to clear all payments of Municipal rates, taxes, penalties and arrears for the period upto the date of delivery of physical possession of the said office premises, and covenants to keep the purchaser indemnified and harmless from or against or in respect of any such arrears of Municipal rates, taxes, penalties and other outgoings. To the alternate, it has been agreed by the parties to this agreement that at the time of execution and registration of sale deed and making of full payment of sale consideration, in respect of said office premises, if the Municipal Assessment is not completed, the vendor shall pay to the purchaser a A/C demand draft of Rs. 300000/- (Rs. Three Lakhs only) as interest-free deposit for clearing Municipal taxes, rates, arrears and this payment shall make him free from the liability of clearing the Municipal rates, taxes, penalties over the said office premises.
- 10) The VENDOR shall clear all the dues, maintenance charges, electricity charges, water charges and other liabilities stipulated in 4th schedule hereunder, that might be standing on the said office premises unit No. 104, till the date of delivery of physical possession to the purchaser.
- 11) The PURCHASER shall bear and pay promptly and all the expenses and charges towards deposit and security for generator connection, electricity connection and maintenance deposit, as stipulated in fourth schedule hereunder to the vendor by demand draft on the date of delivery of physical possession of said office premises.

For KAMALA CHARITY TRUST

Trustee.

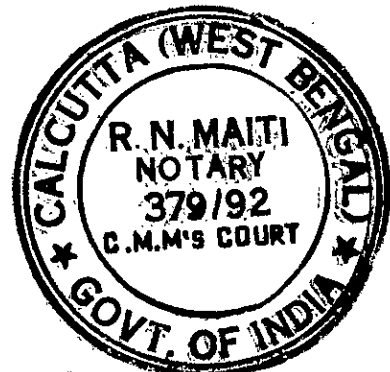
For Pearls Green Forests Ltd

Authorised Signatories.

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
5, Bankshall Street
Calcutta-2

28 NOV 1997





- 12) The PURCHASER shall not let, sublet, sell, transfer, assign or part with his interest under or benefit of this agreement or part with possession of the said office premises untill all the consideration payable by him to the VENDOR under this agreement are fully paid. It is agreed that allied concerns of the PURCHASER shall be entitled to use and occupy in any manner they like the said office premises and avail the benefits under this agreement.
- 13) After the taking of possession of the said office premises by the purchaser, the allied concerns of the PURCHASER, the clients and other persons and organisations related to the the PURCHASER shall be free to use and avail the common passages, amenities and facilities provided in the Commercial Point Building.
- 14) The PURCHASER agrees and covenants to abide by the terms and conditions and stipulations mentioned in schedule four and five hereunder.
- 15) It is agreed, that the VENDOR shall pay Rs. 15000/- (Rs. Fifteen Thousand Only) to the PURCHASER on the date of delivery of possession receive from the PURCHASER or its representative. This payment shall free the vendor of the liability of providing electric wiring inside the said office premises and repairing glass panes and other minor damages.
- 16) The sale consideration of the said office premises is Rs. 3700000/- (Rs. Thirty Seven Lakhs Only). This sale consideration shall not be revised for any reason whatsoever before or at the time of execution and registration of proposed saledeed between the parties to this agreement.
- 17) It is agreed by the VENDOR that, if the PURCHASER desires a copy of this agreement to sell with same terms and conditions to get registered, the VENDOR shall fully participate in the execution and registration of the copy of this agreement to sell. However, the PURCHASER shall bear all expenses in relation to the aforesaid execution and registration, if any.
- 18) In the event of failure/delay in complying with the terms/conditions of the clauses as stipulated hereinabove and hereunder by the PURCHASER for whatsoever reason, the VENDOR shall be at liberty to charge a interest of two percent per month on the amount due an unpaid as sale consideration and a liquidated damages at the rate of one percent per month on the

For KAMALA CHARITY TRUST

Trustee.

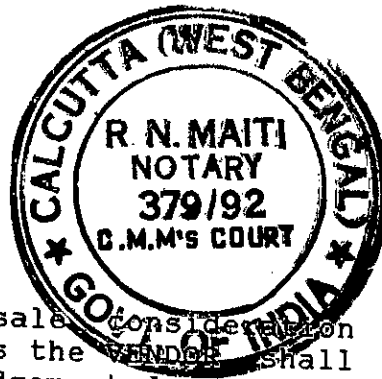
For Pearls Green Forests Ltd

Authorised Signatories.

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta.

28 NOV 1997





amount due and unpaid as sale consideration from the PURCHASER. For above purposes the VENDOR shall furnish a registered notice with acknowledgement due on the PURCHASER at its head office and branch office. Only after expiry of twenty days from the date of receipt of said notice, the instant clause i.e. payment of interest and liquidated damages shall be chargeable from PURCHASER.

- 19) In the event of failure/delay in complying with the terms/conditions of the clauses as stipulated hereinabove and hereunder by the VENDOR for whatsoever reason, the PURCHASER shall be at liberty to charge a interest of two percent per month on the amount paid as sale consideration and a liquidated damages at the rate of one percent per month on the amount paid as sale consideration from the VENDOR. For above purposes the PURCHASER shall furnish a registered notice with acknowledgement due on the VENDOR at its registered office. Only after expiry of twenty days from the date of receipt of said notice, the instant clause i.e. payment of interest and liquidated damages shall be chargeable from VENDOR.
- 20) After the execution of this agreement, the vendor shall not sale, transfer to others, assign, lease, let, mortgage, create any charge or encumbrance or assurance on the and against the said office premises unit no. 104, or do any act, deed or matter that may adversely affect the right, benefit and interest of the PURCHASER under this agreement and/or in law and the VENDOR shall sincerely desist from any act or deed or matter that may defeat the spirit and aim of this agreement.
- 21) In the non fulfilment of contractual obligation under this agreement by any party to this agreement, the other party shall be at liberty to file a suit for specific performance against the other and claim liquidated damages as described above in addition to interests and specific performance. In case any dispute arises about the interpretation of clauses and conditions of this agreement the same shall be subject to the specific performance on the part of both parties to this agreement.
- 22) Only courts at Calcutta will have jurisdiction on all matters concerning this agreement.

For KAMALA CHARITY TRUST

[Signature]
Trustee.

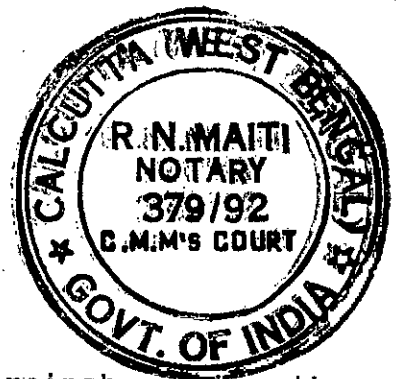
For Pearls Green Forests Ltd

[Signature]
Authorised Signatories

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1

28 NOV 1997





23) Notwithstanding what has been agreed hereinabove by the parties to this agreement to sell, It is insisted and desired by the Purchaser AND agreed by the Vendor that all three trustees named in the Vendor's title deed shall execute the Deed of Conveyance. It is further agreed by the Parties i.e. the Purchaser and the Vendor that at the time of the delivery of possession of the said flat, if the Income tax Clearance as mentioned in Clause No. 4 herein above is obtained by the Vendor and the Vendor is ready to execute the title deed through its three trustees as required by the Purchaser, the Purchaser shall immediately at the time of taking the possession, make the entire balance payment of the purchase consideration and get the execution & registration of the title deed done.

IN WITNESS WHEREOF THE PARTIES HERETO AND HEREIN HAVE SIGNED AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS AGREEMENT TO SELL ON THE DAY MONTH AND YEAR AS MENTIONED ABOVE IN THE PRESENCE OF TWO WITNESSES WHO HAVE ALSO SIGNED THIS AGREEMENT TO SELL AT CALCUTTA.

A) Signed and delivered by TRUSTEE of
KAMALA CHARITY TRUST For KAMALA CHARITY TRUST VENDOR

SHRI SHYAM SUNDAR DALMIA

Trustee.

B) PEARLS GREEN FORESTS LIMITED PURCHASER
For Pearls Green Forests Ltd.

SHRI AMITABH KAMAL
(AUTHORISED REPRESENTATIVE)

Authorised Signatories.

C) WITNESSES:

SUMIT BINANI

Company Secretary,

DALMIA SECURITIES LTD.

7, Lyons Range,

Calcutta-700001.

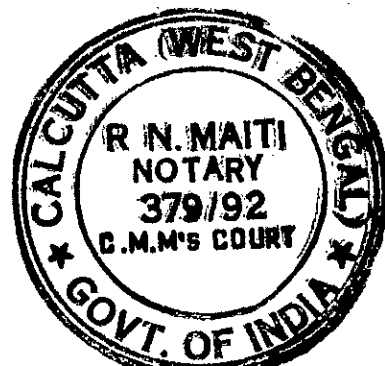
Signature Attested by me
On Identification of Advocate

R. N. Maiti,
Notary

28 NOV 1997

ARISH CHANDRA JAISWAR
B. Com. LL B Advocate
Metropolitan Magistrate's Court
2, Bankshall Street, Cal-1
Emt. No. WB/401/88





THE FIRST SCHEDULE HEREINAFTER REFERRED TO
(Description of the SAID LAND)

All that piece or parcel of land hereditament and Premises containing by estimation one Bigha three Cottahs be the same little more or less situate lying at and being Holding No. 28, In survey Block No. II, in the South Division of the Town of Calcutta, now numbered as Premises No. 79, Lenin Sarani, Calcutta formerly No. 79, Dharamtolla street, Calcutta, butted and bounded as

On the North : Partly by Premises No. 78 Lenin Sarani and Partly by Lenin Sarani;

On the East : By a by-Lane;

On the South : Partly by a by-lane and partly by premises No. 95, Corporation Street, -And-

On the West : Partly by premises No. 95, Corporation Street, and partly by Premises No. 78, Lenin Sarani.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :
(Description of SAID OFFICE PREMISES)

ALL THAT Office space being Unit No. 104, measuring super built up area of about 2000 Sq. ft and built up area being 1666.6 Sq. ft in the South West Portion of the First Floor of the Building named Commercial Point constructed on the Plot of land described in the First Schedule herein above mentioned and having a covered area of 2000 Sq. ft. more or less and butted and bounded:-

On the North by : Unit No. 105 owned by Dalmia Jankalyan Kosh;

On the South by : Common passage in Ground Floor;

On the East by : Premises occupied by UCO Bank;

On the West by : Common passage in Ground floor.

For KAMALA CHARITY TRUST

[Signature]
Trustee.

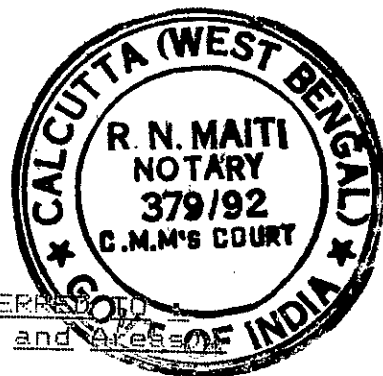
For Pearls Green Forests Ltd

[Signature]
Authorised Signatories.

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta.

28 NOV 1997





THE THIRD SCHEDULE HEREINABOVE REFERRED TO
(Description of the Common properties and Access)

All common paths and passages required for maintaining free movement from the exist of the said office space to the main road.

The land of the Building exclusively pertaining to Common areas and common paths;

The foundation columns, girders, beams, supports, main walls, boundary walls, main gates, fire escapes, entrance and exits of the Building.

Portion of the Building to be utilised for common benefits of the Owners/Occupiers of the Building, excluding Roof.

The elevators, stair-cases on all floors, landing areas, lifts, lift rooms, lift walls, common lobbies.

All common parts equipments installations, fixtures, fittings and space in the said Building including the tube wells, drainage, sewerage, pump house and all the apparatus and installations for common use.

Wiring and accessories for general lighting of the Common portion and for operation of Lift, water pump etc.

Evacuation pipes, Drains and sewers in the Building and from the Building to the Municipal Duct.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO
(Terms conditions stipulations and covenants
to be observed and performed by the Purchasers).

1. The purchasers shall use the said Office Space for any business or commercial purposes and shall not use the same as a Warehouse for stocking or storing any combustible or inflammable goods or articles or for an illegal or immoral purposes.

For KAMALA CHARITY TRUST

Trustee.

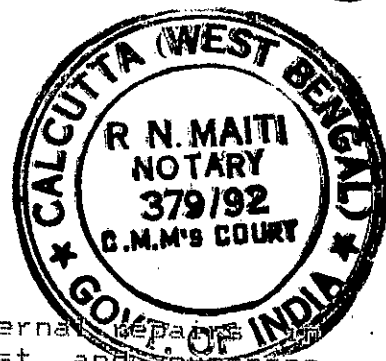
For Pearls Green Forests Ltd.

Authorised Signatories.

R. N. MAITI
Notary
Sogn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1

28 NOV 1997





2. The Purchasers shall carry out all internal repairs in the said Office Space at their own cost and expenses and maintain it in good condition, state and order and shall observe all the rules and bye-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon the said Office Space which may be against the rules and bye-laws of the Corporation or any other local authority.
3. The Purchasers shall keep the common area and the compound of the said Building neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture, articles, in the common space, entrances, staircase.
4. The purchasers shall not use the Building in a manner which may cause inconvenience or annoyance to the owners or occupiers of other offices in the Building.
5. The purchasers shall indemnify and keep the Vendor indemnified and harmless from or against any claim or demand for payment of such taxes, duties and other liabilities which is required to be paid and discharged by the purchasers.
6. The Dabariwala Properties Private Limited has formed a limited company for the maintenance and management of the building.
7. The purchasers agree to observe and perform the rules regulations and bye-laws of this Association.
8. The Dabariwala Properties Private Limited has agreed to transfer all the right, title and interest in all common portions and areas to such Association.
9. The purchasers shall deposit a sum calculated at the rate of rupees three per square foot free from interest to reimburse the Vendor for money which it has deposited with Dabariwala Properties Pvt. Ltd. as security for due payment of the proportionate share of maintenance and common expenses (herein after referred to as "the proportionate share of expenses"), at the time of taking physical possession of the said premises execution of the Conveyance. Upon such

For KAMALA CHARITY TRUST

Trustees.

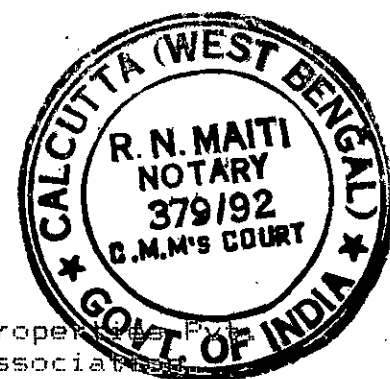
For Pearls Green Forests Ltd

Authorised Signatories

A. N. MAITI
Notary
Sgn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1



28 NOV 1997



Association being formed, the Dabariwala Properties Pvt. Ltd. shall transfer such deposit to the Association.

10. Until handing over the charge of maintenance and management to the Association by the Dabariwala Properties Pvt. Ltd. or so long the management and maintenance of common portions and areas is in the control and charge of the Dabariwala Properties Pvt. Ltd., the Purchasers agree and undertake to pay to the Dabariwala Properties Pvt. Ltd. regularly and punctually whether demanded or not within the Fifteenth day of the month succeeding of the month for which the same shall be payable, their proportionate share of the maintenance charges and expenses as stated in the Fifth Schedule hereunder.
11. The proportionate share of expenses payable by the purchasers shall be in the proportion which the area of the said office space is to the total saleable area for the time being of the Building.
12. In default of such payment the purchasers shall be liable to pay interest at the rate of 21% per annum compoundable every month from the date of default upto the date of payment to the Dabariwala Properties Pvt. Ltd. or Association as the case may be.
13. The purchasers shall at no time demand partition of his interest in the said plot of land or the said Building, it being agreed and declared that the interest of the purchasers in the said plot of land and the Building is impartible.
14. The purchasers shall not demolish or cause to be demolished any part or portion of the said office space or Building or cause to be made any new construction of whatsoever nature in such Building or in any part thereof.
15. The purchasers shall not use of permit user of the said office space in a manner which would diminish the utility of the common areas and facilities.
16. The said office space together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable

For KAMALA CHARITY TRUST

[Signature]
Trustee.

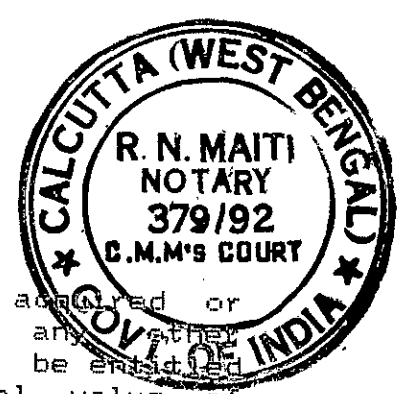
For Pearls Green Forests Ltd

[Signature]
Authorised Signatory

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
1, Bankshall Street
Calcutta-1

28 NOV 1997





and transferable property.

17. If at any future date the said Building is acquired or requisitioned by the Government or any other competent authority. The purchasers shall be entitled to receive proportionate share of the total value of compensation to be received or recovered.

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO
(Common and Maintenance Expenses to be paid by Purchasers)

- a). Cost of operating, maintaining, overhauling or replacing Lift, staircase, passage, entrance and other common parts of the Building;
- b). Cost of operating, maintaining, overhauling or replacing water pumps, Electric Meters, Common water supply lines (excluding the Water supply line serving any particular office) and Generator for operating common facilities.
- c). Cost of maintaining Water Reservoirs and Tanks the Ground Floor and on the roof.
- d). Cost of maintaining the Side walls of the Building in proper repairs and in water leak proof condition.
- e). Cost of repairs and painting the exterior of the Building and all other common portion and areas.
- f). Salaries of Sweepers, Caretaker, Chowkidars and Durwans employed for the upkeep of the Common Areas.
- g). Cost of incorporation and formation of the Association for maintenance of the Building.
- h). All Municipal rates taxes, duties and other impositions and levies on all Common Areas.
- i). The Security Deposits or any increase in Security Deposit demanded and required to be paid to electricity authorities, Municipal Authorities or any other local Authorities for maintenance of all common services and

For KAMALA CHARITY TRUST

[Signature]
Trustee.

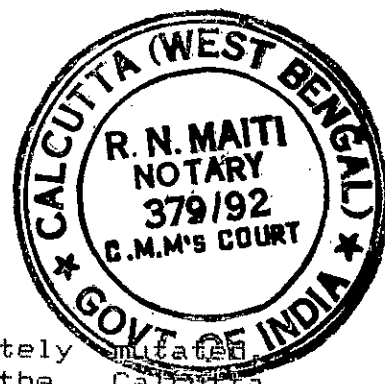
For Pearls Green Forests Ltd

[Signature]
Authorised Signatories

R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
1, Banksall Street
Calcutta

28 NOV 1997





facilities.

j). So long the said Unit is not separately assessed and numbered in the records of the Calcutta Municipal Corporation, the Purchasers shall make payment of proportionate share of Municipal rates, taxes, and other levies from the date of taking of physical possession.

k). Cost of maintenance of all other common services and facilities not specifically provided.

THE SIXTH SCHEDULE HEREINAFTER REFERRED TO
(Mode and Instances of Payment of Total Sale Consideration)

The total sale consideration is Rs. 3700000/- (Thirty Seven lakhs only) which is payable as hereunder mentioned.

Rs. 375000/-

Paid on 17th November, 1997 through demand draft favouring KAMALA CHARITY TRUST drawn on bank, State Bank of India dated 5th. Nov '97 D.D. No 210180 payable at Howrah.

Rs. 2625000/-

To be paid at the time of delivery of physical possession to the purchaser of the said office premises, through demand draft favouring KAMALA CHARITY TRUST payable at Calcutta.

Rs. 700000/-

To be paid at the time of execution and registration of sale deed in respect of said office premises, through demand draft favouring KAMALA CHARITY TRUST payable at Calcutta.

For KAMALA CHARITY TRUST

[Signature]
Trustee.

For Pearls Green Forests Ltd

[Signature]
Authorised Signatories.

Witnessed By Me

[Signature]
Advocate

HARISH CHANDRA JAISWA:
B. Com. LL B Advocate
Metropolitan Magistrate's Cou.
2, Bankshall Street, Cal-1
Email No. WB/401/88

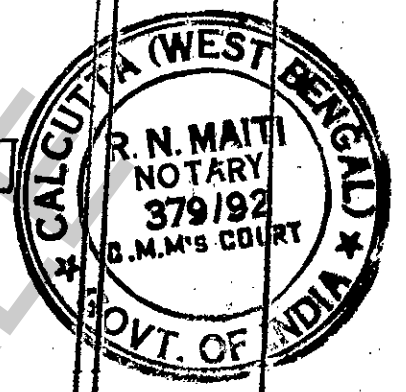
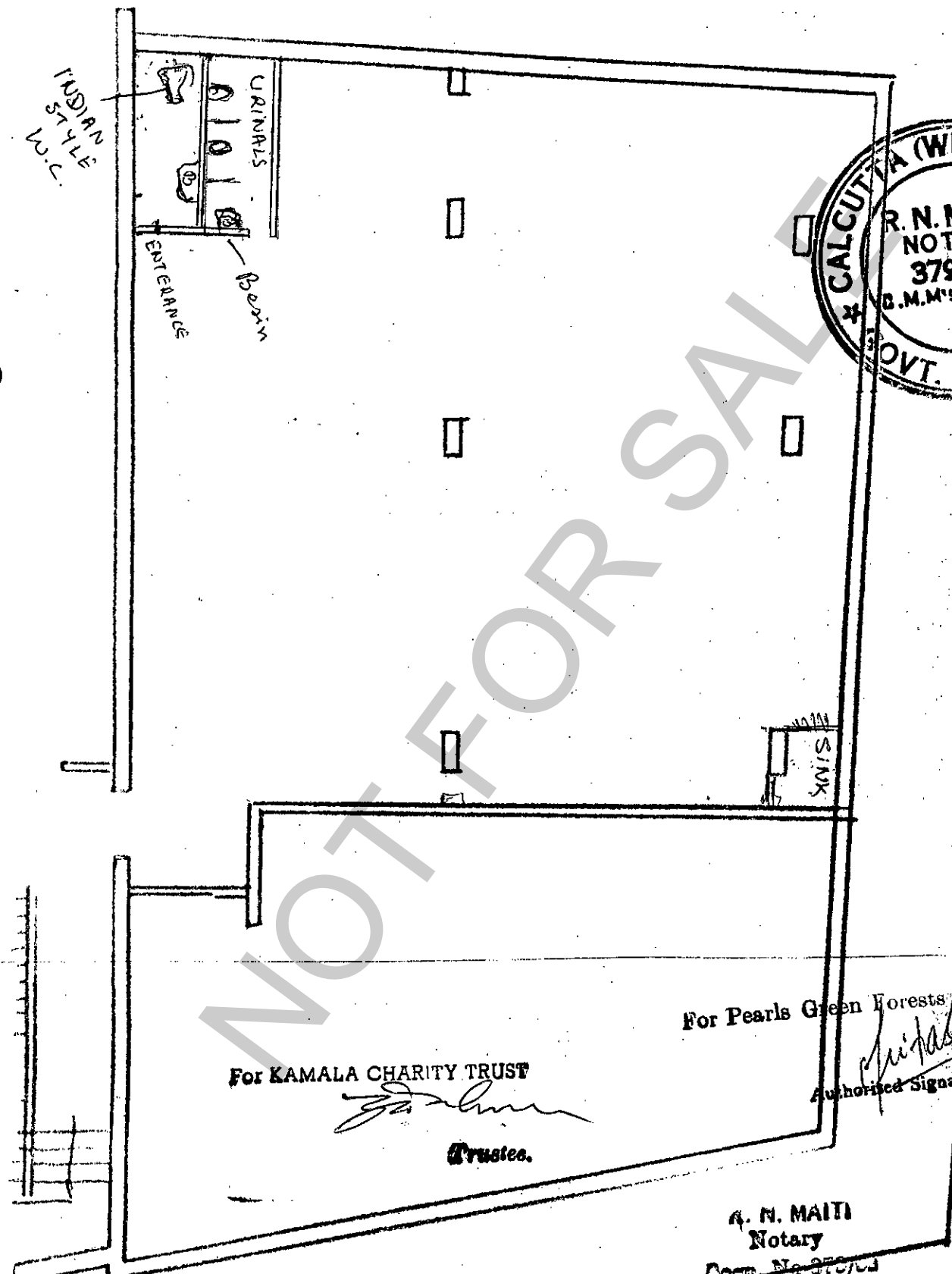
R. N. MAITI
Notary
Regn. No-379/92
Govt. of India
2, Bankshall Street
Calcutta-1



28 NOV 1997

SCHEDULE SEVEN.

(specifications relating to lavatory units.)



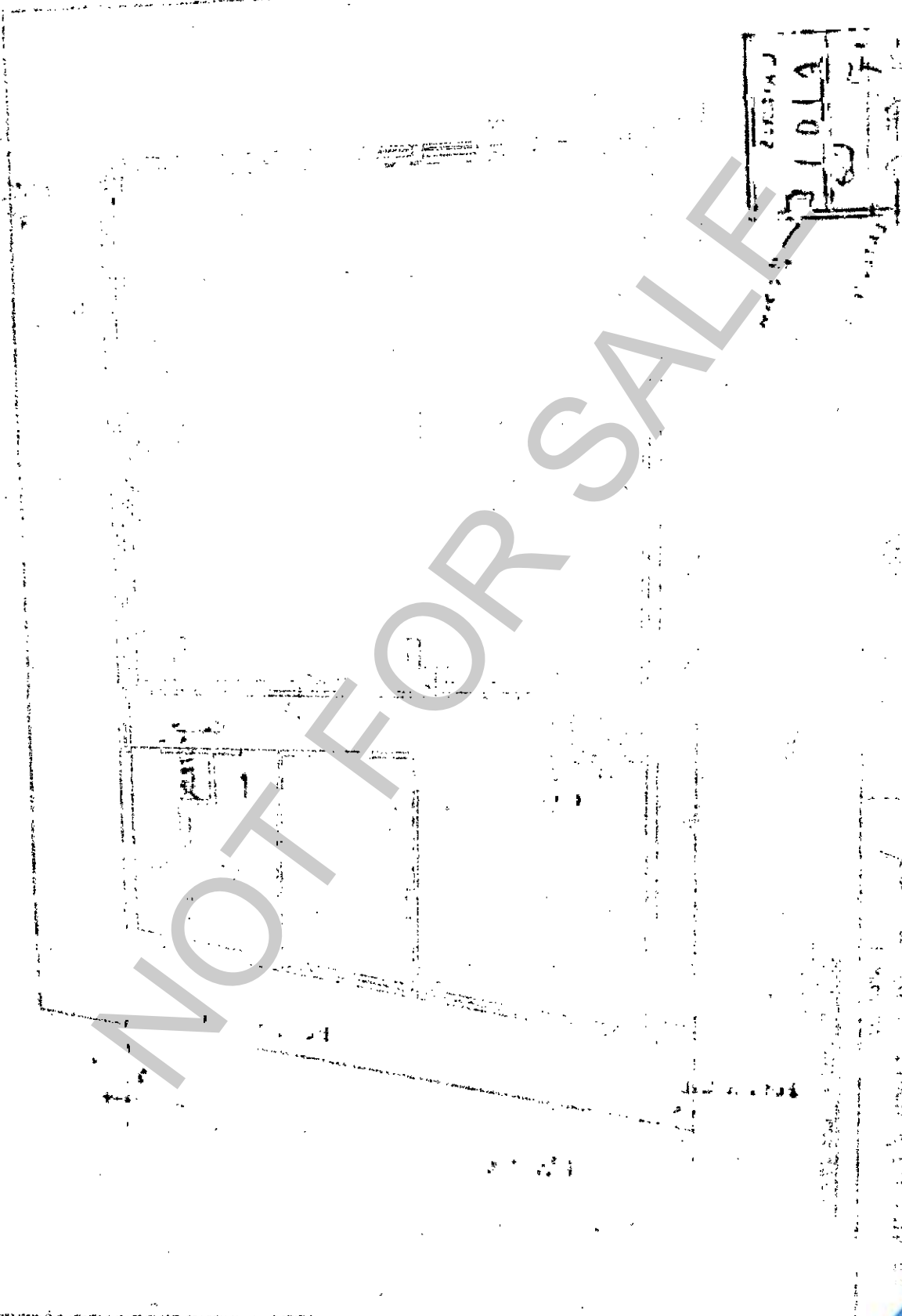
For KAMALA CHARITY TRUST
[Signature]
Trustee.

For Pearls Green Forests Ltd
[Signature]
Authorized Signatories

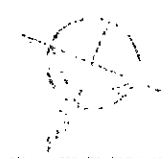
R. N. MAITI
Notary
Form No 379/92
Govt. of India
2, Dankshah Street
Calcutta
28 NOV 1997



(Handwritten notes at the top of the page, possibly a title or reference number.)



3101A
 10/10/1954
 10/10/1954



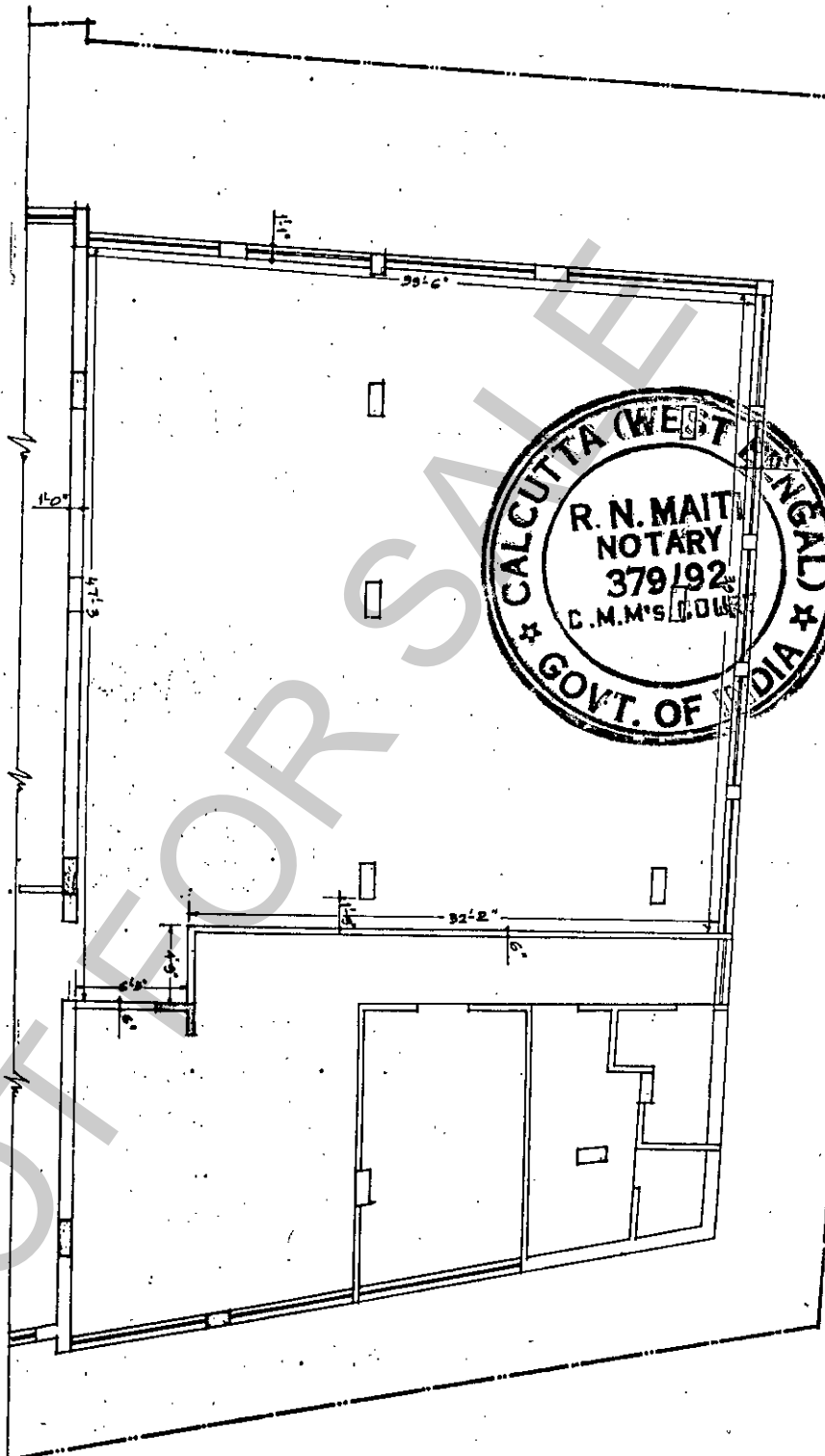
Handwritten text in the bottom right corner, possibly a date or reference number.



93

YAWETAO

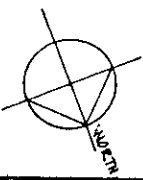
SCHEDULE EIGHT (MARRIAGE MEASUREMENT OF SEPARATION WALL)



PART PLAN OF OFFICE SPACE AT FIRST FLOOR OF THE BUILDING AT 79, LENIN SARANI, CALCUTTA.

SCALE - 1:100

DATE - 18.11.97.



ARCHITECT

MIHIR GHOSH & ASSOCIATES

ARCHITECTS, ENGINEERS & TOWN PLANNERS.

P-12, NEW HORIZON BRIDGE APPROACH ROAD,

CALCUTTA - 700001.

NOTE:

BUILT-UP AREA - 1666.67 SFT.

For KAMALA CHARITY TRUST

[Signature]

Trustee.

R. N. MAITI
Notary

For Pearls Green Forests Ltd

[Signature]

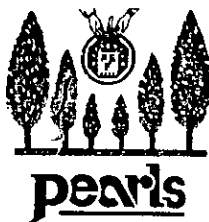
Authorised

Legal No-870/CC
Govt. of India
V, Darnley Street
Calcutta



28 NOV 1997

44

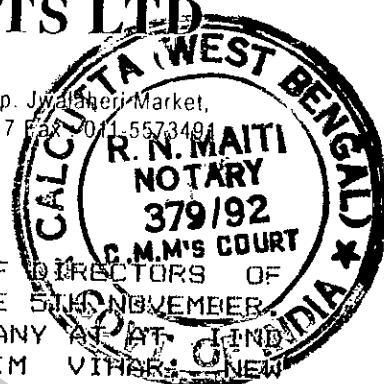


PEARLS GREEN FORESTS LTD

(An Agro-Based Company)

Head Office : 2nd Floor, Vaishali Building, Community Centre, Opp. Jwalaheri Market,
Paschim Vihar, New Delhi-110063. Ph.: 011-5576617 Fax: 011-5573491

Regd. Office : S.C.O.-1042-43, Sector 22-B, Chandigarh-160022
Ph.: 0172-704992



EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF PEARLS GREEN FORESTS LIMITED HELD ON WEDNESDAY THE 5TH NOVEMBER 1997 AT 11.00 A.M. AT THE HEAD OFFICE OF THE COMPANY AT AT-11ND FLOOR, VAISHALI BUILDING, COMMUNITY CENTRE, PASCHIM VIHAR, NEW DELHI - 110063.

"RESOLVED that the consent of the Board be and is hereby accorded to purchase commercial property measuring 2,000 Sq.Ft. (Super Built-up) situated at Unit No.104, First Floor, 79 Lenin Sarani, Near Moulali Chowk, Calcutta - 13 from Kamala Charity Trust, Calcutta on the agreed terms and conditions as may be tabled at the meeting duly initialled by the Chairman for the purpose of identification and Mr.A.K.Majumdar, S/o Sh.D.L.Mazumdar, R/o 102, Maitri Apartments, Ashiana Road, Patna - 14, Bihar, Mr.Amitabh Kamal, S/o Sh.K.D.Sharma, R/o First Floor, Laxmi Apartments, Dobson Road, Howrah - 1 and Mr.Anuj Kumar Vaksha, S/o Sh.Bhola Prasad Vaksha, R/o 84, Sharda Niketan, Saraswati Vihar, Pitampura, Delhi-110034 be and are hereby jointly or severally authorised to perform the following acts in connection with the said property on behalf of the Company :

1. To sign all agreements, deeds, papers, documents in respect of the said property on behalf of the Company.
2. To purchase the said property in the Company's name, pay the sale consideration and get the acknowledgement of the same.
3. To sign and execute all papers, statements, affidavits and other legal documents as may be deemed necessary and expedient in respect of the said property on behalf of the Company.
4. To purchase stamp papers for the payment of stamp duty.
5. To do and perform all other acts incidental thereto on behalf of the Company.

"FURTHER RESOLVED THAT a certified to be true copy of the Resolution be forwarded to the concerned authorities as and when required duly certified by Mr.S.K.Gaur, Company Secretary of the Company."

Certified to be true copy
for PEARLS GREEN FORESTS LTD.

(S.K.GAUR)
COMPANY SECRETARY



KAMALA CHARITY TRUST

Phone : 220-6069

7, LYONS RANGE,

CALCUTTA-700 001



Certified True Copy of the Extracts of the Minutes of the Meeting of the Board of Trustees of the Trust held on 7th November, 1997 at 7, Lyons Range, Calcutta-700 001.

The Managing Trustee, Shri Shyam Sundar Dalmia informed the other Trustees that he was carrying out negotiations with M/s Pearls Green Forests Ltd., S.C.O- 1042-43, Sector 22-B, Chandigarh- 160022 for sale its property at 79, Lenin Sarani, Calcutta-13. The trustees discussed the matter and it was :-

“RESOLVED that the trustees of the trust be and are hereby authorised to deal, negotiate and dispose of the flat, Unit 104, being a portion of the 1st Floor of the premises at 79, Lenin Sarani, Calcutta- 700 013, measuring 2000 Sq Ft. more or less to M/s Pearls Green Forests Ltd., S.C.O- 1042-43, Sector 22-B, Chandigarh- 160022 and for that purpose Shri Shyam Sundar Dalmia, the Managing Trustee be and is hereby authorised to sign, seal and deliver such instruments, assignments, contracts, deeds, conveyances or any other instruments and to perform all other acts incidental thereto that may be considered necessary, usual or proper for the sale of the above mentioned flat on behalf of the Trust.”

For Kamala Charity Trust

R. P. Dalmia

Trustee



KARNATA CHARITY TRUST

Phone: 250-8080

7 LYONS RANGE

CALCUTTA-700 001

NOT FOR SALE



nb

Dated 28th Day of Nov 1992



In the Matter of :
Instrument 'A'
and
In the Matter of

Notarial Certificate

R. N. MAITI

LL.B. Advocate

&

NOTARY PUBLIC

Govt. of India
Regn. No. 379/92
3, Bankshell Street
Calcutta-700 001
Phone : 248-8948



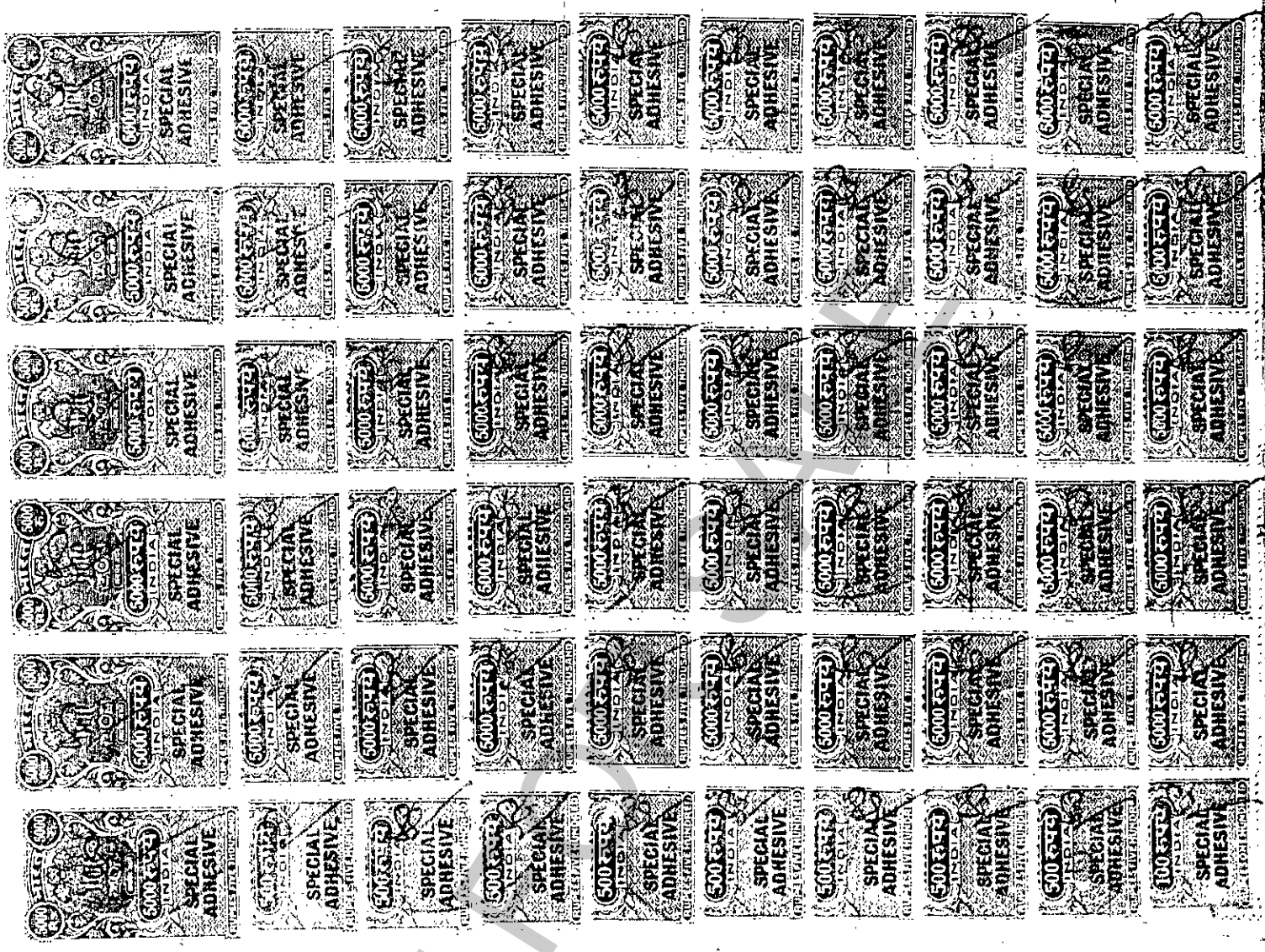
P/copy - Sub shed unregistered
As per Act. we will get
Back registered Sub-shed
after one year after
valuation.

1 - Calcutta (WB)



49

MR 17949/16



STAMP AFFIXED BY

STAMP SUPERINTENDENT
CALCUTTA COLLECTORATE

DEED OF CONVEYANCE

This DEED OF CONVEYANCE is made at Calcutta on this 19th day of Nov
of the year 1998.



BY

- 1) Shri Raghunandan Prasad Dalmia, aged about 85 years, s/o Late Shri Moolchand Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020.
- 2) Shri Shyam Sundar Dalmia, aged about 65 years, s/o Late Raghunandan Prasad Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020.
- 3) Shri Narain Prasad Dalmia, aged about 50 years, s/o Late Raghunandan Prasad Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020, all being the trustees of KAMALA CHARITY TRUST, a public charitable trust, having its office at 7, Lyons Range, Room No1., 3rd Floor, Calcutta - 700001, hereinafter referred to as the VENDOR (which expression shall unless repugnant to the context be deemed to mean and include the said trustees or the trustees for the time being of the KAMALA CHARITY TRUST as well as successors, representatives, assigns and nominees of The said trust) of the first part.

IN FAVOUR OF

M/s PGF LIMITED FORMERLY CALLED PEARLS GREEN FORESTS LIMITED, a public limited company incorporated under the Companies Act, 1956, having its registered office at S.C.O - 1042-43-Sector 22B, Chandigarh - 160022 and Head Office at 2nd Floor, Vaishali Building, Community Centre, Paschim Vihar, New Delhi - 110063, and interalia, having its branch office at 379, Belilious Road, Howrah - 711101, through Mr. Atul Srivastava aged about 26 years and s/o Shri Harish Chandra Srivastava resident Paschim Vihar, New Delhi - 110063, hereinafter referred to as PURCHASER (which expression shall unless repugnant to the Context or meaning thereof shall always be deemed to mean administrators, agents, assigns and other legal representatives) of the second part.

WHEREAS THE PREMISES, UNIT NO.104 situated on first floor of Building named COMMERCIAL POINT at 79, Lenin Sarani, Near Moulali Chowk, Calcutta - 700 013, more fully and particularly described in schedule second hereunder and hereinafter referred to as, the SAID OFFICE PREMISES has been agreed to be sold By the vendor to the purchaser vide an Agreement to Sale dated 28/11/97.

AND WHEREAS the said office premises has the total super built up area of 2000 Sq. feet and total built up area of 1666.6 Sq. feet.

AND WHEREAS then said building Commercial Point is constructed on the total piece and parcel of land measuring about 1 Bigha 3 Cottahs and being Municipal Premises No. 79, Lenin Sarani, in the city of Calcutta, more particularly described in the first schedule hereunder referred to as the SAID LAND.

AND WHEREAS one M/s Haralal Harendralal Roy Estates Ltd. (hereinafter referred to as the said company) was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the two storied brick tenement or dwelling house together with the piece or parcel of land thereunto belonging and containing by estimation an area of 1 Bigha and 3 Cottahs (as appearing on record) be the same, little more or less situated at and being Municipal premises No. 79, Dharmatolla Street, now known as premises No. 79, Lenin Sarani, in the city of Calcutta, more particularly described in the first schedule hereunder written and hereinafter referred to as "the SAID LAND")

AND WHEREAS an order dated 20th February, 1953 passed by the Hon'ble Calcutta High Court, the said company was directed to be wound up.



AND WHEREAS an order dated 10th May 1978 the official liquidator was directed to sell by public auction various properties belonging to the said company including the said premises mentioned in the first schedule hereunder.

AND WHEREAS Messors P. K. Bose & company was declared the highest bidder and Hon'ble Company Judge confirmed the sale of the said premises in favour of M/s. P.K. Bose & Co. free from all encumbrances and charges and for a price of Rs. 3,50,000/- (Rs. Three Lakhs and Fifty thousand only)

AND WHEREAS a Conveyance dated 17th August 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 97, Pages 289 to 298 and being No. 4151 for the year ended 1978 the official liquidator representing the said Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri P.K. Bose, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 150, Pages 113 to 124 and being No. 4147 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Gagan Chandra Samanta, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 165, Pages 62 to 72 and being No. 4152 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Manindra Chandra Paul and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 165, Pages 73 to 83 and being No. 4153 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Muzaffar Hossain, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS the said purchasers namely Shri P.K. Bose, Shri Gagan Chandra Samanta, Shri Manindra Chandra Paul and Shri Muzaffar Hossain (hereinafter referred to as the Co-owners) got the name of M/s P.K. Bose & Co. recorded as owner in the records of Calcutta Municipal Corporation and also obtaining sanction of a plan for erection and construction of a new building at the said premises vide sanction letter no. 40 (ii) dated 21.02.86

AND WHEREAS an agreement for sale dated 18th May, 1984, the above said four purchaser agreed to sell, convey and transfer the said premises to M/s. Arpee Properties Private Ltd., at and for a total consideration of Rs. 37,00,000/- (Rs. Thirty seven Lacs only) subject to delivery of vacant possession and subject to making out marketable title of the said premises free from all encumbrances and charges.

AND WHEREAS the said Arpee Properties Private Ltd., transferred and assigned all its rights, interests, benefits and advantages under the said agreement for sale in favour of then vendor and requested the said four Co-owners to execute the conveyance in favour of the Dabariwala Properties Pvt. Ltd. And in all those conveyances, Arpee Properties Private Ltd. agreed to become the confirming party.



AND WHEREAS an Indenture of Conveyance dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said Muzaffar Hossain for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. free from all charges and encumbrances. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Heirs and legal representatives of Shri Gagan Chandra Samanta, (3) Shri Manindra Chandra Paul all three other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the Heirs and legal representatives of the said Gagan Chandra Samanta, since deceased for consideration mentioned therein sold, transferred and conveyed all their right, title and interest being undivided 30% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Shri Manindra Chandra Paul, (3) Shri Muzaffar Hossain all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said P.K. Bose, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 50% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. The confirming parties to this conveyance were (1) Shri Muzaffar Hossain, (2) Shri Manindra Chandra Paul, (3) Heirs and legal representatives of Shri Gagan Chandra Samanta, all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said Manindra Chandra Paul, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. free from all charges and encumbrances. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Shri Muzaffar Hossain, (3) Heirs and legal representatives of Shri Gagan Chandra Samanta, all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS upon such Conveyance the Dabariwala Properties Pvt. Ltd. became the absolute owner and was seized and possessed of the said land.

AND WHEREAS the Dabariwala Properties Pvt. Ltd. completed construction of a substantial portion of the said building in accordance with the sanctioned and approved building plan and was also granted partial occupancy certificate by the Calcutta Municipal Corporation dated 6th May' 1998 letter no. CAB/1933 (City Architect Department).

AND WHEREAS by an Agreement dated 26th April 1990 the Dabariwala Properties Pvt. Ltd. agreed to sell and the Trustees of KAMALA CHARITY TRUST a Public Charitable Trust agreed to purchase and acquire ALL THAT office space bearing Unit No. 104 in the South West Portion of the first floor in the said COMMERCIAL POINT BUILDING at and for total consideration of Rs. 8,00,000/- (Rs. Eight Lacs only) on the terms and condition recorded in the said agreement for sale subject to the tenancy of one Nava Bharat Ferro Alloys Limited.



(5)

51

AND WHEREAS in part performance of the said agreement for sale, the Dabariwala Properties Pvt. Ltd. upon receipt of the payment of a sum of Rs. 7,50,000/- (Rs. Seven Lacs fifty thousand only) delivered constructive possession of the said of his premises unit no. 104 measuring 2000 Sq. ft. fully described in the second schedule and hereinafter referred to as the said office premises and directed the said Nava Bharat Ferro Alloys Limited. to make payment of all future rent from the date of the Agreement for sale directly to the Kamala Charity Trust to the total exclusion of the Dabariwala Properties Pvt. Ltd. and latter agreed to accept and receive the balance consideration of Rs. 50,000/- (Rs. Fifty thousand only) at or before the execution and registration of the conveyance in favour of the purchaser or their nominees.

AND WHEREAS by a conveyance dated 28th Aug, 1990 registered in the office of the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume - 330, Pages 1 to 29 and being No. 17024 for the year ended 1990 the vendor of the first part purchased / procured the said office premises UNIT No. 104, for a purchase consideration of Rs. 8,00,000/- (Rs. Eight lacs only) from DABARIWALA PROPERTIES PVT. LTD. together with the undivided proportionate share of land described in the second schedule hereunder, together, with the undivided interest and share in the common areas and common utilities in the COMMERCIAL POINT Building , and also the right to avail, use and enjoy in common with all other owners and occupiers the benefits of common amenities, and facilities mentioned in schedule third hereunder and unhindered right of egress and ingress on the common passages in the said Commercial Point Building, subject to the tenancy of Nava Bharat Ferro Alloys Limited.

AND WHEREAS by mutual consent the said tenant Nava Bharat Ferro Alloys Limited vacated the said office premises with the expiry of the night of 30th September 1993.

AND WHEREAS the vendor has represented that the said office premises unit no. 104 is undisputed , free from any charge, mortgage, trust, maintenance, possession, license, lease, sub-lease, underletting lien, easement, exchange, encumbrances.

AND WHEREAS the vendor has represented that the said office premises unit no. 104 is fully discharged from the tenancy of Nava Bharat Ferro Alloys Limited since 1st October, 1993.

AND WHEREAS the vendor has represented that the said office premises is completely discharged from the mortgage(s), charge(s), encumbrance(s) of UCO Bank since 28th August, 1990

AND WHEREAS notwithstanding any act, deed, matter or thing whatsoever the vendor has now in itself good title, full power and absolute authority to grant, convey, transfer, sell, assure and assign the said office premises unit no. 104 TOGETHER WITH undivided share or interest in the common area and facility and amenities available in the COMMERCIAL POINT BUILDING, together with the undivided proportionate share of the said land described in second schedule.

AND WHEREAS the above stated representations of the vendor of the first part, to the purchaser of the second part, the purchaser expressed desire to purchase the said office premises described in the second schedule hereunder with undivided proportionate share of land described in first schedule on which the said building named COMMERCIAL POINT stands alongwith undivided share in common areas thereof including the right to use and enjoy in common with all other owners of the other offices in the said building the benefits of all common with all other owners of the other offices in the said building the benefit of all common area and facility and amenities described in the third schedule hereunder, subject, however, to the terms and conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchasers and payment of all common and maintenance expenses mentioned in the fifth schedule hereunder by the purchasers FROM THE DATE OF deliverance/handing over possession of the said premises, absolutely and free all encumbrances charges, covenants etc. for the total purchase consideration of Rs. 37,00,000/- (Rs. Thirty seven Lacs only)



AND WHEREAS the PURCHASER "PGF LIMITED" was formerly called PEARLS GREEN FORESTS LIMITED. After having required resolution passed under section 21 of the Companies ACT, 1956, and permission of the Central Govt. obtained on 4th December. 1997, name of then Pearls Green Forests Limited was changed to "PGF LIMITED".

NOW THIS DEED OF CONVEYANCE WITNESSETH AS UNDER

- 1) The Vendor has agreed to sell and the purchaser has agreed to purchase and acquire fully, wholly and absolutely the office Premises bearing unit no. 104, hereon referred to as the SAID OFFICE PREMISES, and measuring super built up area of 2000 Sq. feet and built up area measuring 1666.6 Sq. feet. (more particularly described in the second schedule), situated on the first floor of the building named, COMMERCIAL POINT, constructed on the land fully described in the first schedule hereunder at premises no. 79, Lenin Sarani, Calcutta, together with the undivided share interest in the said land described in the first schedule hereunder in the ratio in which the total saleable area of the building is constructed on the said land in accordance with the plan sanctioned by the Calcutta Municipal Corporation bears to the area of the said office premises, together with the right of excess from the exit of the said office premises to the main road either directly and /or through gates passage, stairways, landings, lobbies and common areas thereof including the right to enjoy in common with all other owners and occupiers of the other offices in the said building and benefit of all common areas and facilities and amenities described in the third schedule hereunder and subject, however, on the terms conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchaser and payment of all common and maintenance expenses mentioned in the fifth schedule by the purchasers, free from all encumbrances, charges lien for the total purchase consideration of Rs.37,00,000/- (Rs. Thirty Seven Lacs only).
- 2) The purchasers has already paid two instalments first sum of Rs. 3,75,000/- (Rs. Three Lacs Seventy Five Thousands only) through a demand draft favouring Kamala Charity Trust, dated 05.11.97 drawn on, State Bank of India, Demand Draft no. 210180, second sum of Rs. 26,25,000/- (Rs. Twenty Six Lacs Twenty Five Thousand only) vide demand Draft no. 000329 dated 03.02.98 drawn on Times Bank Ltd. against delivery of physical possession of said premises on 14.02.98 and third and last payment sum of Rs. 7,00,000/- (Rs. Seven Lacs only) to be paid at the time execution of this Deed of Conveyance.
- 3) That in consideration of the said sum of Rs. 37,00,000/- (Rs. Thirty seven Lacs only) as and when received in full by the vendor from purchaser the vendor sells transfers conveys the office premises described in schedule Two hereunder with undivided proportionate share of the land, on which the said building named Commercial Point stands, more particularly described in the first schedule hereunder along with undivided share in common areas thereof including the right to use and enjoy in common with all other owners and occupiers of the other offices in the building, along with the benefits of all common facilities and amenities described in the third schedule hereunder, subject however to the terms and return all the appurtenances, easements and advantages amenities and facilities upto the said vendee. And the vendee hereinafter becomes the absolute & lawful owner of the scheduled property and shall enjoy all the privileges, advantages, easements and rights of ownership and possession.
- 4) That by virtue of the deed of conveyance the vendor has on this day put the vendee in actual possession of the scheduled property and the vendor hereby declares that the same shall hereafter be held and enjoyed absolutely by the vendee and its allied concerns in any way it desires, wants & intends for ever without any let, demur, claim, demand, objection or hindrance by the vendor, person(s) claiming under him and/or person(s) showing paramount title.



(7)

53

- 5) That the vendor hereby assures the vendee that the scheduled property is free from all encumbrances, charges, claims, tenancy, rights, mortgages, and that the scheduled property is not subject to any court attachment, indemnity or other claims whatsoever and there is no case or litigation pending before any court/tribunal or any judicial body over it. In case any such matter comes to light, the vendor hereby covenants to indemnify the vendee fully of all and every losses caused to the vendee, because of any encumbrances, charges, claims, tenancy, rights, mortgage or any kind of attachment created or existent on the property prior to this date of 19.11.98.
- 6) That in terms of the powers entrusted to the trustees of the trust by the deed of trust dated 27/12/79, the trustees have decided to sell the said office premises for the purpose/(s) connected with the trust.
- 7) That the vendor assures the vendee that it has paid and settled all the outstanding arrears and/or taxes with respect to the scheduled property to any Govt. Deptt. Office(s) and/or any statutory/local body and further the vendee may also get building licence, electricity meter connection and water meter connection transferred in its name on the basis of the sale deed without any consent or notice of the vendor and may enjoy the same by working such improvements as it may deem fit and necessary.
- 8) That the vendor shall assist/help and support the vendee at the latter's expenses for getting the name transferred/mutated in Municipal Corporation Records or in any other proceedings before any other authority which may be required to convey morefully and absolute title to the vendee of the scheduled property.
- 9) That the vendor further agrees that it shall at the request and cost of the vendee execute or cause to be executed all such applications, forms, lawful acts, deed and things whatsoever for further and more perfectly conveying title of the scheduled property to the vendee.
- 10) That the vendor shall execute or cause to be executed any rectification deed, at the request of the vendee, which may be necessary to remove/improve/rectify any misdescription/error/mistake inadvertently crept into this deed of conveyance.
- 11) That the vendor assures the vendee that no material facts pertaining to the scheduled property has either been suppressed or concealed from the vendee. The vendor doth hereby covenants with the vendee that it shall indemnify the vendee against all losses and damages which the vendee may sustain/incur on account of suppression of material facts, encumbrances, breach of all or any of the covenants stipulated herein or entered into prior to this deed of conveyance for the sale of the scheduled property.
- 12) The purchasers shall bear and pay all necessary expenses for the execution and registration of this deed of conveyance like stamp duty, registration charges etc. of the said office premises at Unit No. 104
- 13) The vendor has already cleared all the dues, maintenance charges, electricity charges, water charges and other liabilities stipulated in 4th schedule hereunder that might be standing on the said office premises Unit no. 104, till the date of delivery of physical possession to the purchaser.
- 14) After execution of deed of conveyance of the said office premises Unit no. 104 by the purchaser the allied concerns of the purchaser, the clients and the other persons and organisations related to the purchaser shall be free to use and avail the common passages, the common amenities and facilities provided in the Said COMMERCIAL POINT BUILDING and described in fifth schedule hereunder.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF CONVEYANCE ON THE DAY, MONTH AND YEAR AS MENTIONED ABOVE IN THE PRESENCE OF TWO WITNESSES WHO HAVE ALSO SIGNED THIS DEED OF CONVEYANCE AT CALCUTTA.

1) Signed and delivered by Trustees of
KAMALA CHARITY TRUST

VENDOR

A. SHRI RAGHUNANDAN PRASAD DALMIA

B. SHRI SHYAM SUNDAR DALMIA

C. SHRI NARAIN PRASAD DALMIA

2) **PGF LIMITED** Represented by
it's Authorised Signatory.

PURCHASER

MR. ATUL SRIVASTAVA pursuant to
a resolution passed at the Board Meeting
of the Company on 22nd June 1998

WITNESSES :

1.

2.



THE FIRST SCHEDULE HEREINAFTER REFERRED TO
(Description of the SAID LAND)

All that piece or parcel of land hereditament and Premises containing by estimation one Bigha three Cottahs be the same little more or less situated lying at and being Holding No. 28. In Survey Block No. 11, in the South Division of the town of Calcutta, now numbered as Premises No. 79, Lenin Sarani, Calcutta, formerly No. 79, Dharmatolla Street, Calcutta, butted and bounded as

On the North	:	Partly by Premises No. 78 Lenin Sarani and Partly by Lenin Sarani ;
On the East	:	By a By-Lane ;
On the South	:	Partly by a By-Lane and Partly by Premises No. 95 Corporate Street, ---And---
On the West	:	Partly by Premises No. 95 Corporate Street, and Partly by Premises No. 78 Lenin Sarani.

THE SECOND SCHEDULE HEREINAFTER REFERRED TO
(Description of the SAID OFFICE PREMISES)

ALL THAT office space being Unit No. 104, measuring super built up area of 2000 Sq. feet and built up area being 1666.6 Sq. feet. In the South West portion of the First Floor of the building named Commercial Point constructed on the plot of land described in the First Schedule herein above mentioned and having a covered area of 2000 Sq. ft. more or less and butter and bounded :-

On the North	:	Unit No. 105 owned by Dalmia Jankalyan Kosh ;
On the South	:	Common Passage in Ground Floor
On the East	:	Premises occupied by UCO Bank :
On the West	:	Common Passage in Ground Floor

THE THIRD SCHEDULE HEREINAFTER REFERRED TO
(Description of the Common Properties and Areas)

All common paths and passages required for maintaining free movement from exist of the said office space to the main road.

The land of the Building exclusively pertaining to Common areas and common paths ;

The foundation columns, girders, beams, supports, main walls, boundary walls, main gates, fire escapes, entrance and exits of the building.



Portion of the Building to be utilised for common benefits of the Owners/Occupiers of the Building, excluding Roof.

The elevators, stair-cases on all floors, landing areas, lifts, lift rooms, Lift walls, common lobbies.

All common parts equipments installations, fixture, fittings and space in the said Building including the tube wells, drainage, sewerage, pump house and all apparatus and installations for common use.

Wiring and accessories for general lighting of the Common portion and for operation of lift, water pump etc.

Evacuation pipes, Drains and sewers in the Building and from the Building to the Municipal Duct.

THE FOURTH SCHEDULE HEREINAFTER REFERRED TO
(Terms conditions stipulations and covenants
to be observed and performed by the Purchasers)

1. The purchasers shall use the said Office Space for any business or commercial purpose and shall not use the same as a Warehouse for stocking or storing any combustible or inflammable goods or articles or for an illegal or immoral purposes.
2. The Purchasers shall carry out all internal repairs in the said Office Space at their own cost and expenses and maintain it in good condition, state and order and shall observe all the rules and bye-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon the said Office Space which may be against the rules and bye-laws of the Corporation or any other local authority.
3. The Purchasers shall keep the common area and the compound of the said building neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture, articles in common space, entrances, staircase.
4. The Purchaser shall not use the Building in a manner which may cause inconvenience or annoyance to the owners or occupiers of other offices in the Building.
5. The purchaser shall indemnify and keep the Vendor indemnified and harmless from or against any claim or demand or payment of such taxes, duties, and other liabilities which is required to be paid and discharged by the purchasers.
6. The Dabariwala Properties Pvt. Ltd. has formed a limited Company for the maintenance and management of the building.
7. The purchasers agree to observe and perform the rules, regulations and by-laws of this Association.
8. The Dabariwala Properties Pvt. Ltd. has agreed to transfer all the right, title and interest in all common portions and area to such Association.
9. The Purchasers shall deposit a sum calculated at the rate of rupees three per Square foot free from interest to reimburse the Vendor for money which it has deposited with Dabariwala Properties Pvt. Ltd. as security for the due payment of the proportionate share of maintenance and common expenses (hereinafter referred to as "the proportionate share of expenses"), at the time of taking physical possession of the said premises execution of the Conveyance. Upon such Association being formed, the Dabariwala Properties Pvt. Ltd. shall transfer such deposit to the Association.
10. Until handing over the charge of maintenance and management to the Association by the Dabariwala Properties Pvt. Ltd. or so long the management and maintenance



common portions and area is in the control and charge of the Dabariwala Properties Pvt. Ltd., the Purchasers agree and undertake to pay to the Dabariwala Properties Pvt. Ltd. regularly and punctually whether demanded or not within the Fifteenth day of the month succeeding of the month for which the same shall be payable, their proportionate share of the maintenance charges and expenses as stated in the Fifth Schedule hereunder

11. The proportionate share of expenses payable by the Purchasers shall be in the proportion which the area of the said office space is to the total saleable area for the time being of the Building.
12. In default of such payment the purchasers shall be liable to pay interest at the rate of 21 % per annum compoundable every month from the date of default upto the date of payment to the Dabariwala Properties Pvt. Ltd. or Association as the case may be.
13. The Purchasers shall at no time demand partition of his interest in the said plot of land or the said Building, it being agreed and declared that the interest of the Purchasers in the said plot of land and the Building is impartible.
14. The Purchaser shall not demolish or cause to be demolished any part or portion of the said office space or Building or cause to be made any new construction of whatsoever nature in such building or in any part thereof.
15. The purchasers shall not use or permit user of the said office space in a manner which would diminish the utility of the common areas and facilities.
16. The said Office space together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.
17. If at any future date the said building is acquired or requisitioned by the Government or any other competent authority. The Purchasers shall be entitled to receive proportionate share of the total value of compensation to be received or recovered.

THE FIFTH SCHEDULE HEREINAFTER REFERRED TO
(Common and Maintenance Expenses to be paid by Purchasers)

- a) Cost of operating, maintaining, overhauling or replacing lifts, staircase, passage, entrance and other common parts of the Building.
- b) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, Common water supply lines (excluding the water supply line serving any particular office) And generator for operating common facilities.
- c) Cost of maintaining Water Reservoirs and Tanks the Ground Floor and on the Roof.
- d) Cost of maintaining the Side Walls of the building in proper repairs and in water leak proof condition.
- e) Cost of repairs and painting the exterior of the building and all other common portions and areas.
- f) Salaries and Sweepers, Caretaker, Chowkidars and Durwans employed for the upkeep of the Common Areas.
- g) Cost of Incorporation and formation of the Association for maintenance of the Building.
- h) All Municipal rates taxes, duties and other impositions and levies on all common areas.



- i) The Security Deposits or any increase in Security Deposit demanded And required to be paid to electricity authorities, Municipal Authorities or any other local authorities for maintenance of all common services and facilities.
- j) So long the said unit is not separately mutated, assessed and numbered in the records of the Calcutta Municipal Corporation, the Purchasers shall make payment of proportionate share of Municipal rates, taxes, and other levies from date of taking of physical possession.
- k) Cost of Maintenance of all other common services and facilities not specifically provided.

**THE SIXTH SCHEDULE HEREINAFTER REFERRED TO
(Mode and Instances of Payment of Total Sale Consideration)**

The total sale consideration is Rs. 37,00,000/- (Thirty seven lakhs only) which is payable as hereunder mentioned.

Rs. 3,75,000/-

Paid on 17th November, 1997 through demand draft favouring KAMALA CHARITY TRUST drawn on Bank, State Bank of India dated 5th Nov'97, D.D. No. 210180 payable at Howrah.

Rs. 26,25,000/-

Already paid at the time of delivery of physical possession to the purchaser of the said office premises dated 14-02-98 through demand draft no. 000329, dated 03-02-98 drawn on Times Bank Ltd. favouring KAMALA CHARITY TRUST payable at Calcutta.

Rs. 7,00,000/-

To be paid at the time of execution and registration of sale/conveyance deed in respect of said office premises, through demand draft No. 061617 dated 20.10.98 drawn on S.B.I. Calcutta - favouring KAMALA CHARITY TRUST payable at Calcutta.



10 Rs.



103.8

1038 —

Grove

18/11/2005

WASH

204

60 50

in

ms

in

TO AM. S. E. 2
James A. Klein & Co. S. E. 2

Price of stock.....
appreciated.....
Sales of stock.....
as an offset to.....
losses for the.....
year of 1937.....
Total Cash.....
Long Term.....
Notes and.....
to.....

C. M. Gannett
1038 S. W.
St. Mary

VV23

3450

48. 75

8/11/2007

21

21.11.2004



14811

17 NOV 2020

SL NO DATE

NAME

ADD

AMT 10f

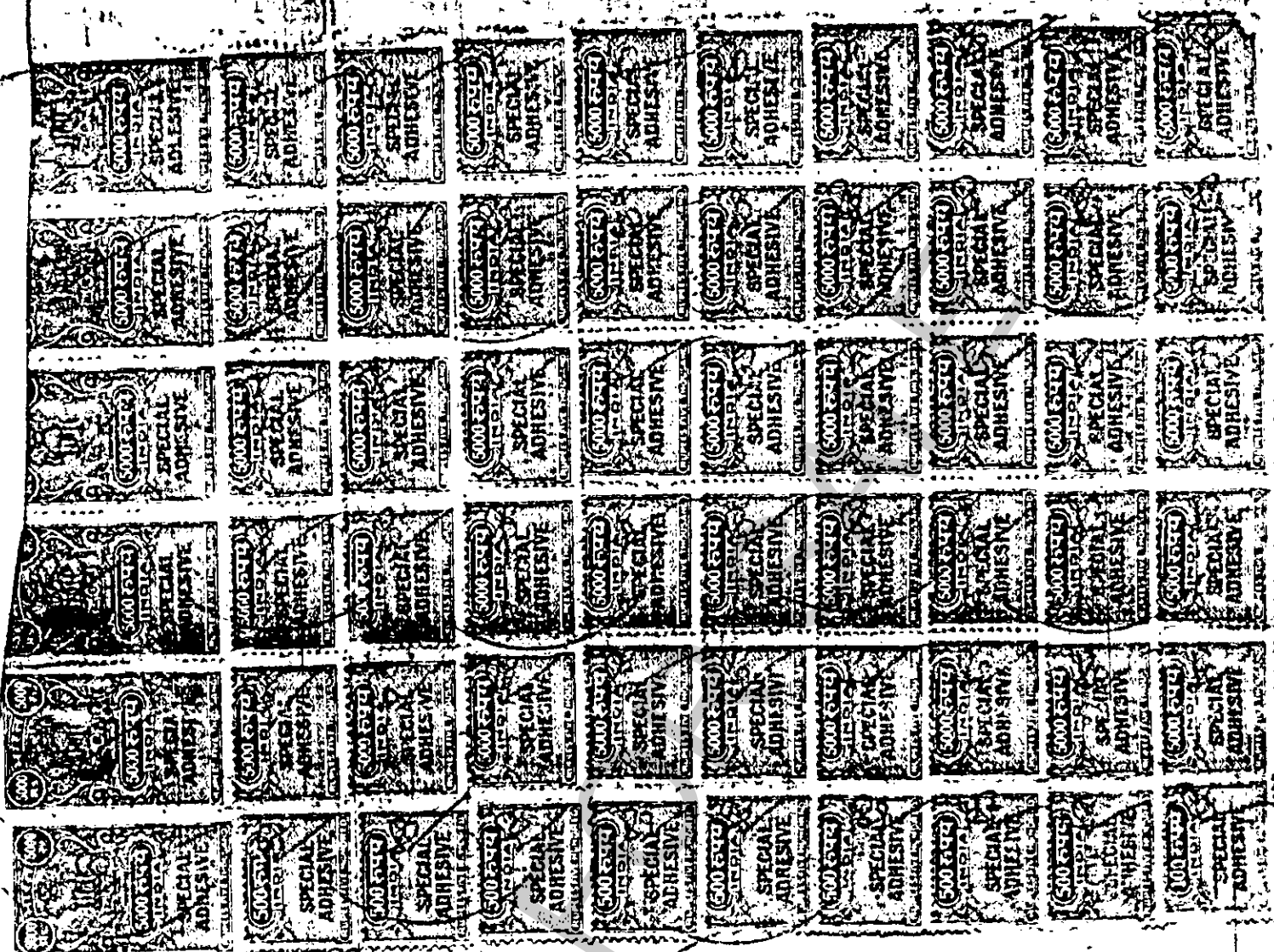
U. Bhatnagar & Co
9, Old Post office St Calcutta

LICENSED START VENDOR
CALCUTTA REGISTRATION OFFICE



4313 P I 4747

(60)



Handwritten notes: "AT 4/8/98", "No. 45-269-100", "Puducherry"

STAMP AFFIXED BY

18/11/98

STAMP SUPERINTENDENT
CALCUTTA & COLLECTORATE

Branch - Cal
Cheque No. 189218 dt. 27-11-98
or Rs. 2,31,100.00 has been paid
Stamp duty 11%

A.R.A-D
17/11

255100
350070
140000
499070
259100
230970

Effect 'A' fees Rs. 36410.00
Subsequently realized
SBI Cheque no. dt.

A.R.A-D
17/11

DEED OF CONVEYANCE

This DEED OF CONVEYANCE is made at Calcutta on this 19th day of Nov of the year 1998.



Handwritten numbers and signatures: 3115, 311, 3310, 2310, 3699, 6000, 6999, 76999, 40689, 40696, 700000

(61)

BY

- 1) Shri Raghunandan Prasad Dalmia, aged about 85 years, s/o Late Shri Moolchand Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020.
- 2) Shri Shyam Sundar Dalmia, aged about 65 years, s/o Late Raghunandan Prasad Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020.
- 3) Shri Narain Prasad Dalmia, aged about 50 years, s/o Late Raghunandan Prasad Dalmia, residing at 2/3, Sarat Bose Road, Calcutta - 700 020, all being the trustees of KAMALA CHARITY TRUST, a public charitable trust, having its office at 7, Lyons Range, Room No1., 3rd Floor, Calcutta - 700001, hereinafter referred to as the VENDOR (which expression shall unless repugnant to the context be deemed to mean and include the said trustees or the trustees for the time being of the KAMALA CHARITY TRUST as well as successors, representatives, assigns and nominees of The said trust) of the first part.

IN FAVOUR OF

M/s PGF LIMITED FORMERLY CALLED PEARLS GREEN FORESTS LIMITED, a public limited company incorporated under the Companies Act, 1956, having its registered office at S.C.O - 1042-43 Sector 22B, Chandigarh - 160022 and Head Office at 2nd Floor, Vaishali Building, Community Centre, Paschim Vihar, New Delhi - 110063, and interalia, having its branch office at 379, Belilious Road, Howrah - 711101, through Mr. Atul Srivastava aged about 26 years and s/o Shri Harish Chandra Srivastava resident Paschim Vihar, New Delhi - 110063, hereinafter referred to as PURCHASER (which expression shall unless repugnant to the Context or meaning thereof shall always be deemed to mean administrators, agents, assigns and other legal representatives) of the second part.

WHEREAS THE PREMISES, UNIT NO.104 situated on first floor of Building named COMMERCIAL POINT at 79, Lenin Sarani, Near Moulali Chowk, Calcutta - 700 013, more fully and particularly described in schedule second hereunder and hereinafter referred to as, the SAID OFFICE PREMISES has been agreed to be sold By the vendor to the purchaser vide an Agreement to Sale dated 28/11/97.

AND WHEREAS the said office premises has the total super built up area of 2000 Sq. feet and total built up area of 1666.6 Sq. feet.

AND WHEREAS then said building Commercial Point is constructed on the total piece and parcel of land measuring about 1 Bigha 3 Cottahs and being Municipal Premises No. 79, Lenin Sarani, in the city of Calcutta, more particularly described in the first schedule hereunder referred to as the SAID LAND.

AND WHEREAS one M/s Haralal Harendralal Roy Estates Ltd. (hereinafter referred to as the said company) was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the two storied brick tenement or dwelling house together with the piece or parcel of land thereunto belonging and containing by estimation an area of 1 Bigha and 3 Cottahs (as appearing on record) be the same, little more or less situated at and being Municipal premises No. 79, Dharmatolla Street, now known as premises No. 79, Lenin Sarani, in the city of Calcutta, more particularly described in the first schedule hereunder written and hereinafter referred to as "the SAID LAND")

AND WHEREAS an order dated 20th February, 1953 passed by the Hon'ble Calcutta High Court, the said company was directed to be wound up.



(62)

AND WHEREAS an order dated 10th May 1978 the official liquidator was directed to sell by public auction various properties belonging to the said company including the said premises mentioned in the first schedule hereunder.

AND WHEREAS Messors P. K. Bose & company was declared the highest bidder and Hon'ble Company Judge confirmed the sale of the said premises in favour of M/s. P.K. Bose & Co. free from all encumbrances and charges and for a price of Rs. 3,50,000/- (Rs. Three Lakhs and Fifty thousand only)

AND WHEREAS a Conveyance dated 17th August 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 97, Pages 289 to 298 and being No. 4151 for the year ended 1978 the official liquidator representing the said Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri P.K. Bose, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 150, Pages 113 to 124 and being No. 4147 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Gagan Chandra Samanta, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 165, Pages 62 to 72 and being No. 4152 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Manindra Chandra Paul and subject to the existing tenancies.

AND WHEREAS another Conveyance dated 17th August, 1978 registered in the office of the Registrar of Assurances, Calcutta, in the Book No. 1, Volume - 165, Pages 73 to 83 and being No. 4153 for the year ended 1978 the official liquidator representing the Company in liquidation sold, transferred and conveyed the undivided one-fourth part or shares in the said premises in favour of Shri Muzaffar Hossain, one of the Partners of the firm M/s. P.K. Bose & Co. and subject to the existing tenancies.

AND WHEREAS the said purchasers namely Shri P.K. Bose, Shri Gagan Chandra Samanta, Shri Manindra Chandra Paul and Shri Muzaffar Hossain (hereinafter referred to as the Co-owners) got the name of M/s. P.K. Bose & Co. recorded as owner in the records of Calcutta Municipal Corporation and also obtaining sanction of a plan for erection and construction of a new building at the said premises vide sanction letter no. 40 (ii) dated 21.02.86

AND WHEREAS an agreement for sale dated 18th May, 1984, the above said four purchaser agreed to sell, convey and transfer the said premises to M/s. Arpee Properties Private Ltd., at and for a total consideration of Rs. 37,00,000/- (Rs. Thirty seven Lacs only) subject to delivery of vacant possession and subject to making out marketable title of the said premises free from all encumbrances and charges.

AND WHEREAS the said Arpee Properties Private Ltd., transferred and assigned all its rights, interests, benefits and advantages under the said agreement for sale in favour of then vendor and requested the said four Co-owners to execute the conveyance in favour of the Dabariwala Properties Pvt. Ltd. And in all those conveyances, Arpee Properties Private Ltd. agreed to become the confirming party.



AND WHEREAS an Indenture of Conveyance dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said Muzaffar Hossain for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. free from all charges and encumbrances. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Heirs and legal representatives of Shri Gagan Chandra Samanta, (3) Shri Manindra Chandra Paul all three other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the Heirs and legal representatives of the said Gagan Chandra Samanta, since deceased for consideration mentioned therein sold, transferred and conveyed all their right, title and interest being undivided 30% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Shri Manindra Chandra Paul, (3) Shri Muzaffar Hossain all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said P.K. Bose, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 50% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. The confirming parties to this conveyance were (1) Shri Muzaffar Hossain, (2) Shri Manindra Chandra Paul, (3) Heirs and legal representatives of Shri Gagan Chandra Samanta, all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS another Indenture of Conveyance also dated 29th September, 1986 duly registered in the office of the Registrar of Assurances, Calcutta, the said Manindra Chandra Paul, for consideration mentioned therein sold, transferred and conveyed all his right, title and interest being undivided 10% share and/or interest in the said land mentioned in the first schedule hereunder in favour of Dabariwala Properties Pvt. Ltd. free from all charges and encumbrances. The confirming parties to this conveyance were (1) Shri P.K. Bose, (2) Shri Muzaffar Hossain, (3) Heirs and legal representatives of Shri Gagan Chandra Samanta, all three being other partners of M/s. P.K. Bose & Co. and (4) Arpee Properties Private Ltd.

AND WHEREAS upon such Conveyance the Dabariwala Properties Pvt. Ltd. became the absolute owner and was seized and possessed of the said land.

AND WHEREAS the Dabariwala Properties Pvt. Ltd. completed construction of a substantial portion of the said building in accordance with the sanctioned and approved building plan and was also granted partial occupancy certificate by the Calcutta Municipal Corporation dated 6th May 1998 letter no. CAB/1933 (City Architect Department).

AND WHEREAS by an Agreement dated 26th April 1990 the Dabariwala Properties Pvt. Ltd. agreed to sell and the Trustees of KAMALA CHARITY TRUST a Public Charitable Trust agreed to purchase and acquire ALL THAT office space bearing Unit No. 104 in the South West Portion of the first floor in the said COMMERCIAL POINT BUILDING at and for total consideration of Rs. 8,00,000/- (Rs. Eight Lacs only) on the terms and condition recorded in the said agreement for sale subject to the tenancy of one Nava Bharat Ferro Alloys Limited.



(64)

AND WHEREAS in part performance of the said agreement for sale, the Dabariwala Properties Pvt. Ltd. upon receipt of the payment of a sum of Rs. 7,50,000/- (Rs. Seven Lacs fifty thousand only) delivered constructive possession of the said of his premises unit no. 104 measuring 2000 Sq. ft. fully described in the second schedule and hereinafter referred to as the said office premises and directed the said Nava Bharat Ferro Alloys Limited. to make payment of all future rent from the date of the Agreement for sale directly to the Kamala Charity Trust to the total exclusion of the Dabariwala Properties Pvt. Ltd. and latter agreed to accept and receive the balance consideration of Rs. 50,000/- (Rs. Fifty thousand only) at or before the execution and registration of the conveyance in favour of the purchaser or their nominees.

AND WHEREAS by a conveyance dated 28th Aug, 1990 registered in the office of the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume - 330, Pages 1 to 29 and being No. 17024 for the year ended 1990 the vendor of the first part purchased / procured the said office premises UNIT No. 104, for a purchase consideration of Rs. 8,00,000/- (Rs. Eight lacs only) from DABARIWALA PROPERTIES PVT. LTD. together with the undivided proportionate share of land described in the second schedule hereunder, together, with the undivided interest and share in the common areas and common utilities in the COMMERCIAL POINT Building, and also the right to avail, use and enjoy in common with all other owners and occupiers the benefits of common amenities, and facilities mentioned in schedule third hereunder and unhindered right of egress and ingress on the common passages in the said Commercial Point Building, subject to the tenancy of Nava Bharat Ferro Alloys Limited.

AND WHEREAS by mutual consent the said tenant Nava Bharat Ferro Alloys Limited vacated the said office premises with the expiry of the night of 30th September 1993.

AND WHEREAS the vendor has represented that the said office premises unit no. 104 is undisputed, free from any charge, mortgage, trust, maintenance, possession, license, lease, sub-lease, underletting lien, easement, exchange, encumbrances.

AND WHEREAS the vendor has represented that the said office premises unit no. 104 is fully discharged from the tenancy of Nava Bharat Ferro Alloys Limited since 1st October, 1993.

AND WHEREAS the vendor has represented that the said office premises is completely discharged from the mortgage(s), charge(s), encumbrance(s) of UCO Bank since 28th August, 1990

AND WHEREAS notwithstanding any act, deed, matter or thing whatsoever the vendor has now in itself good title, full power and absolute authority to grant, convey, transfer, sell, assure and assign the said office premises unit no. 104 TOGETHER WITH undivided share or interest in the common area and facility and amenities available in the COMMERCIAL POINT BUILDING, together with the undivided proportionate share of the said land described in second schedule.

AND WHEREAS the above stated representations of the vendor of the first part, to the purchaser of the second part, the purchaser expressed desire to purchase the said office premises described in the second schedule hereunder with undivided proportionate share of land described in first schedule on which the said building named COMMERCIAL POINT stands alongwith undivided share in common areas thereof including the right to use and enjoy in common with all other owners of the other offices in the said building the benefits of all common with all other owners of the other offices in the said building the benefit of all common area and facility and amenities described in the third schedule hereunder, subject, however, to the terms and conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchasers and pay of all common and maintenance expenses mentioned in the fifth schedule hereunder the purchasers FROM THE DATE OF deliverance/handing over possession of premises, absolutely and free all encumbrances charges, covenants etc. for purchase consideration of Rs. 37,00,000/- (Rs. Thirty seven Lacs only)



(65)

AND WHEREAS the PURCHASER "PGF LIMITED" was formerly called PEARLS GREEN FORESTS LIMITED. After having required resolution passed under section 21 of the Companies ACT, 1956, and permission of the Central Govt. obtained on 4th December. 1997, name of then Pearls Green Forests Limited was changed to "PGF LIMITED".

NOW THIS DEED OF CONVEYANCE WITNESSETH AS UNDER

- 1) The Vendor has agreed to sell and the purchaser has agreed to purchase and acquire fully, wholly and absolutely the office Premises bearing unit no. 104, hereon referred to as the SAID OFFICE PREMISES, and measuring super built up area of 2000 Sq. feet and built up area measuring 1666.6 Sq. feet. (more particularly described in the second schedule), situated on the first floor of the building named, COMMERCIAL POINT, constructed on the land fully described in the first schedule hereunder at premises no. 79, Lenin Sarani, Calcutta, together with the undivided share interest in the said land described in the first schedule hereunder in the ration in which the total saleable area of the building is constructed on the said land in accordance with the plan sanctioned by the Calcutta Municipal Corporation bears to the area of the said office premises, together with the right of excess from the exit of the said office premises to the main road either directly and /or through gates passage, stairways, landings, lobbies and common areas thereof including the right to enjoy in common with all other owners and occupiers of the other offices in the said building and benefit of all common areas and facilities and amenities described in the third schedule hereunder and subject, however, on the terms conditions and covenants contained in the fourth schedule hereunder to be observed and performed by the purchaser and payment of all common and maintenance expenses mentioned in the fifth schedule by the purchasers, free from all encumbrances, charges lien for the total purchase consideration of Rs.37,00,000/- (Rs. Thirty Seven Lacs only).
- 2) The purchasers has already paid two instalments first sum of Rs. 3,75,000/- (Rs. Three Lacs Seventy Five Thousands only) through a demand draft favouring Kamala Charity Trust, dated 05.11.97 drawn on, State Bank of India, Demand Draft no. 210180, second sum of Rs. 26,25,000/- (Rs. Twenty Six Lacs Twenty Five Thousand only) vide demand Draft no. 000329 dated 03.02.98 drawn on Times Bank Ltd. against delivery of physical possession of said premises on 14.02.98 and third and last payment sum of Rs. 7,00,000/- (Rs. Seven Lacs only) to be paid at the time execution of this Deed of Conveyance.
- 3) That in consideration of the said sum of Rs. 37,00,000/- (Rs. Thirty seven Lacs only) as and when received in full by the vendor from purchaser the vendor sells transfers conveys the office premises described in schedule Two hereunder with undivided proportionate share of the land, on which the said building named Commercial Point stands, more particularly described in the first schedule hereunder along with undivided share in common areas thereof including the right to use and enjoy in common with all other owners and occupiers of the other offices in the building, along with the benefits of all common facilities and amenities described in the third schedule hereunder, subject however to the terms and return all the appurtenances, easements and advantages amenities and facilities upto the said vendee. And the vendee hereinafter becomes the absolute & lawful owner of the scheduled property and shall enjoy all the privileges, advantages, easements and rights of ownership and possession.
- 4) That by virtue of the deed of conveyance the vendor has on this day put the vendee in actual possession of the scheduled property and the vendor hereby declares that the same shall hereafter be held and enjoyed absolutely by the vendee and its concerns in any way it desires, wants & intends for ever without any let, demur demand, objection or hindrance by the vendor, person(s) claiming under him person(s) showing paramount title.



- (66)
- 5) That the vendor hereby assures the vendee that the scheduled property is free from all encumbrances, charges, claims, tenancy, rights, mortgages, and that the scheduled property is not subject to any court attachment, indemnity or other claims whatsoever and there is no case or litigation pending before any court/tribunal or any judicial body over it. In case any such matter comes to light, the vendor hereby covenants to indemnify the vendee fully of all and every losses caused to the vendee, because of any encumbrances, charges, claims, tenancy, rights, mortgage or any kind of attachment created or existent on the property prior to this date of 19th Nov. 98.
- 6) That in terms of the powers entrusted to the trustees of the trust by the deed of trust dated 27/12/79, the trustees have decided to sell the said office premises for the purpose/(s) connected with the trust.
- 7) That the vendor assures the vendee that it has paid and settled all the outstanding arrears and/or taxes with respect to the scheduled property to any Govt. Deptt. Office(s) and/or any statutory/local body and further the vendee may also get building licence, electricity meter connection and water meter connection transferred in its name on the basis of the sale deed without any consent or notice of the vendor and may enjoy the same by working such improvements as it may deem fit and necessary.
- 8) That the vendor shall assist/help and support the vendee at the latter's expenses for getting the name transferred/mutated in Municipal Corporation Records or in any other proceedings before any other authority which may be required to convey morefully and absolute title to the vendee of the scheduled property.
- 9) That the vendor further agrees that it shall at the request and cost of the vendee execute or cause to be executed all such applications, forms, lawful acts, deed and things whatsoever for further and more perfectly conveying title of the scheduled property to the vendee.
- 10) That the vendor shall execute or cause to be executed any rectification deed, at the request of the vendee, which may be necessary to remove/improve/rectify any misdescription/error/mistake inadvertently crept into this deed of conveyance.
- 11) That the vendor assures the vendee that no material facts pertaining to the scheduled property has either been suppressed or concealed from the vendee. The vendor doth hereby covenants with the vendee that it shall indemnify the vendee against all losses and damages which the vendee may sustain/incur on account of suppression of material facts, encumbrances, breach of all or any of the covenants stipulated herein or entered into prior to this deed of conveyance for the sale of the scheduled property.
- 12) The purchasers shall bear and pay all necessary expenses for the execution and registration of this deed of conveyance like stamp duty, registration charges etc. of the said office premises at Unit No. 104
- 13) The vendor has already cleared all the dues, maintenance charges, electricity charges, water charges and other liabilities stipulated in 4th schedule hereunder that might be standing on the said office premises Unit no. 104, till the date of delivery of physical possession to the purchaser.
- 14) After execution of deed of conveyance of the said office premises Unit no. 104 by the purchaser the allied concerns of the purchaser, the clients and the other persons and organisations related to the purchaser shall be free to use and avail the common passages, the common amenities and facilities provided in the Said COMMERCIAL POINT BUILDING and described in fifth schedule hereunder.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS DEED OF CONVEYANCE ON THE DAY, MONTH AND YEAR AS MENTIONED ABOVE IN THE PRESENCE OF TWO WITNESSES WHO HAVE ALSO SIGNED THIS DEED OF CONVEYANCE AT CALCUTTA.

1) Signed and delivered by Trustees of
KAMALA CHARITY TRUST

VENDOR

KAMALA CHARITY TRUST
R. Dalmia
Trustee

A. SHRI RAGHUNANDAN PRASAD DALMIA

KAMALA CHARITY TRUST.

R. Dalmia
Trustee.

B. SHRI SHYAM SUNDAR DALMIA

KAMALA CHARITY TRUST.

S. Dalmia
Trustee.

C. SHRI NARAIN PRASAD DALMIA

2) PGF LIMITED Represented by
it's Authorised Signatory.

PURCHASER

MR. ATUL SRIVASTAVA pursuant to
a resolution passed at the Board Meeting
of the Company on 2/6/98

For P. G. F. LTD

Atul Srivastava
Authorized Signatory

GTR No - 691/1

WITNESSES :

1. *Sunitash Kamal*
35, New Vikramgarh
Cal - 69
2. *Sumit Bhatnagar*
Gopi Niwas, Flat 4F
141 B.T. Road, Dunlop
Calcutta - 700 035



THE FIRST SCHEDULE HEREINAFTER REFERRED TO
(Description of the SAID LAND)

All that piece or parcel of land hereditament and Premises containing by estimation one Bigha three Cottahs be the same little more or less situated lying at and being Holding No. 28. In Survey Block No. 11, in the South Division of the town of Calcutta, now numbered as Premises No. 79, Lenin Sarani, Calcutta, formerly No. 79, Dharmatolla Street, Calcutta, butted and bounded as

On the North	:	Partly by Premises No. 78 Lenin Sarani and Partly by Lenin Sarani ;
On the East	:	By a By-Lane ;
On the South	:	Partly by a By-Lane and Partly by Premises No. 95 Corporate Street, ---And---
On the West	:	Partly by Premises No. 95 Corporate Street, and Partly by Premises No. 78 Lenin Sarani.

THE SECOND SCHEDULE HEREINAFTER REFERRED TO
(Description of the SAID OFFICE PREMISES)

ALL THAT office space being Unit No. 104, measuring super built up area of 2000 Sq. feet and built up area being 1666.6 Sq. feet. In the South West portion of the First Floor of the building named Commercial Point constructed on the plot of land described in the First Schedule herein above mentioned and having a covered area of 2000 Sq. ft. more or less and butted and bounded :-

On the North	:	Unit No. 105 owned by Dalmia Jankalyan Kosh ;
On the South	:	Common Passage in Ground Floor
On the East	:	Premises occupied by UCO Bank :
On the West	:	Common Passage in Ground Floor

THE THIRD SCHEDULE HEREINAFTER REFERRED TO
(Description of the Common Properties and Areas)

All common paths and passages required for maintaining free movement from exist of the said office space to the main road,

The land of the Building exclusively pertaining to Common areas and common paths :

The foundation columns, girders, beams, supports, main walls, boundary walls, gates, fire escapes, entrance and exits of the building.



Portion of the Building to be utilised for common benefits of the Owners/Occupiers of the Building, excluding Roof.

The elevators, stair-cases on all floors, landing areas, lifts, lift rooms, Lift walls, common lobbies.

All common parts equipments installations, fixture, fittings and space in the said Building including the tube wells, drainage, sewerage, pump house and all apparatus and installations for common use.

Wiring and accessories for general lighting of the Common portion and for operation of lift, water pump etc.

Evacuation pipes, Drains and sewers in the Building and from the Building to the Municipal Duct.

THE FOURTH SCHEDULE HEREINAFTER REFERRED TO
(Term s conditions stipulations and covenants
to be observed and performed by the Purchasers)

1. The purchasers shall use the said Office Space for any business or commercial purpose and shall not use the same as a Warehouse for stocking or storing any combustible or inflammable goods or articles or for an illegal or immoral purposes.
2. The Purchasers shall carry out all internal repairs in the said Office Space at their own cost and expenses and maintain it in good condition, state and order and shall observe all the rules and bye-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon the said Office Space which may be against the rules and bye-laws of the Corporation or any other local authority.
3. The Purchasers shall keep the common area and the compound of the said building neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture, articles in common space, entrances, staircase.
4. The Purchaser shall not use the Building in a manner which may cause inconvenience or annoyance to the owners or occupiers of other offices in the Building.
5. The purchaser shall indemnify and keep the Vendor indemnified and harmless from or against any claim or demand or payment of such taxes, duties, and other liabilities which is required to be paid and discharged by the purchasers.
6. The Dabariwala Properties Pvt. Ltd. has formed a limited Company for the maintenance and management of the building.
7. The purchasers agree to observe and perform the rules, regulations and by-laws of this Association.
8. The Dabariwala Properties Pvt. Ltd. has agreed to transfer all the right, title and interest in all common portions and area to such Association.
9. The Purchasers shall deposit a sum calculated at the rate of rupees three per Square foot free from interest to reimburse the Vendor for money which it has deposited with Dabariwala Properties Pvt. Ltd. as security for the due payment of the proportionate share of maintenance and common expenses (hereinafter referred to as "the proportionate share of expenses"), at the time of taking physical possession of the said premises execution of the Conveyance. Upon such Association being formed, the Dabariwala Properties Pvt. Ltd. shall transfer such deposit to the Association.
10. Until handing over the charge of maintenance and management to the Association by the Dabariwala Properties Pvt. Ltd. or so long the management and maintenance of



common portions and area is in the control and charge of the Dabariwala Properties Pvt. Ltd., the Purchasers agree and undertake to pay to the Dabariwala Properties Pvt. Ltd. regularly and punctually whether demanded or not within the Fifteenth day of the month succeeding of the month for which the same shall be payable, their proportionate share of the maintenance charges and expenses as stated in the Fifth Schedule hereunder

11. The proportionate share of expenses payable by the Purchasers shall be in the proportion which the area of the said office space is to the total saleable area for the time being of the Building.
12. In default of such payment the purchasers shall be liable to pay interest at the rate of 21 % per annum compoundable every month from the date of default upto the date of payment to the Dabariwala Properties Pvt. Ltd. or Association as the case may be.
13. The Purchasers shall at no time demand partition of his interest in the said plot of land or the said Building, it being agreed and declared that the interest of the Purchasers in the said plot of land and the Building is impartible.
14. The Purchaser shall not demolish or cause to be demolished any part or portion of the said office space or Building or cause to be made any new construction of whatsoever nature in such building or in any part thereof.
15. The purchasers shall not use or permit user of the said office space in a manner which would diminish the utility of the common areas and facilities.
16. The said Office space together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.
17. If at any future date the said building is acquired or requisitioned by the Government or any other competent authority. The Purchasers shall be entitled to receive proportionate share of the total value of compensation to be received or recovered.

THE FIFTH SCHEDULE HEREINAFTER REFERRED TO
(Common and Maintenance Expenses to be paid by Purchasers)

- a) Cost of operating, maintaining, overhauling or replacing lifts, staircase, passage, entrance and other common parts of the Building.
- b) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, Common water supply lines (excluding the water supply line serving any particular office) And generator for operating common facilities.
- c) Cost of maintaining Water Reservoirs and Tanks the Ground Floor and on the Roof.
- d) Cost of maintaining the Side Walls of the building in proper repairs and in water leak proof condition.
- e) Cost of repairs and painting the exterior of the building and all other common portions and areas.
- f) Salaries and Sweepers, Caretaker, Chowkidars and Durwans employed for the upkeep of the Common Areas.
- g) Cost of Incorporation and formation of the Association for maintenance of the Building.
- h) All Municipal rates taxes, duties and other impositions and levies on all common areas.



- (7)
- i) The Security Deposits or any increase in Security Deposit demanded And required to be paid to electricity authorities, Municipal Authorities or any other local authorities for maintenance of all common services and facilities.
 - j) So long the said unit is not separately mutated, assessed and numbered in the records of the Calcutta Municipal Corporation, the Purchasers shall make payment of proportionate share of Municipal rates, taxes, and other levies from date of taking of physical possession.
 - k) Cost of Maintenance of all other common services and facilities not specifically provided.

**THE SIXTH SCHEDULE HEREINAFTER REFERRED TO
(Mode and Instances of Payment of Total Sale Consideration)**

The total sale consideration is Rs. 37,00,000/- (Thirty seven lakhs only) which is payable as hereunder mentioned.

Rs. 3,50,000/-

Paid on 17th November, 1997 through demand draft favouring KAMALA CHARITY TRUST drawn on Bank, State Bank of India dated 5th Nov'97, D.D. No. 210180 payable at Howrah.

Rs. 26,25,000/-

Already paid at the time of delivery of physical possession to the purchaser of the said office premises dated 14-02-98 through demand draft no. 000329, dated 03-02-98 drawn on Times Bank Ltd. favouring KAMALA CHARITY TRUST payable at Calcutta.

Rs. 7,00,000/-

To be paid at the time of execution and registration of sale/conveyance deed in respect of said office premises, through demand draft No. 061617 dated 20-10-98 drawn on State Bank of India, Calcutta favouring KAMALA CHARITY TRUST payable at Calcutta.

Witness
1. Amitash Kamal

2. Sumit Binani

KAMALA CHARITY TRUST

R. P. Dalmia
Trustee.

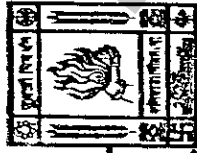
KAMALA CHARITY TRUST,

R. P. Dalmia

Trustee.

KAMALA CHARITY TRUST.





THE CALCUTTA MUNICIPAL CORPORATION

MISCELLANEOUS CASH RECEIPT

Serial No. : A

32196

Assessee No. :

NEW

Premises No. :

79, LENIN SARANI, 211A.

Division :

XVII

CHALLAN

N O : 4746

MADAN MOHAN DUTTA.

Received from

the sum of Rs. Only

900.00

MUTATION



the Revenue Stamp
BY C A S'H

21-MAY-98 11:19:28

fees.

For Assessor-Collector (North/South)
The Calcutta Municipal Corporation.

PLEASE SEE OVERLEAF

NOT FOR SALE

67-
Asst. Secy. to Govt.
of India
New Delhi



FILE NO - 01

W.B (73)

CONTENTS	Doc No	No. OF PAGES	DATE OF EXECUTION	AMOUNT
1. Notarized Certificate	33	01	28/11/97	
2. How to Sell (With Annexures)	33	24 (Twenty one)	28/11/97	3,50,000
3. Board Resolution (PCopy)		01	65/11/97	
4. CONVEYANCE DEED (Pcopy) unregistered		12	19/11/98	37,00,000/-
5. Reg. Slip		1	19/11/98	40,696/-

Sanjay Gupta
17/11/98

~~MOVEMENT~~

6. Misc. Receipts RO ✓	1	19/11/98	170/-
7. Receipt of Seller (Kast) ✓	1	19/11/98	7,00,000/-
8. Receipt of Seller (Maintenance) ✓	1	19/11/98	270/-

DA 8h
01/12/98
Checked by
21/11/98

Shivendra

