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THIS INDENTURE made this 30th day of Monch in the year of Christ One Thousand

Nine Hundred and Seventy-One BETWEEN ASOKE KUMAR GHOSH and ABHIK KUMAR GHOSH both sons of Sri Bibhuti Bhusan Ghosh residing at No. 65/2, Hindusthan Park within the Municipal town of Calcutta Hindu Land-holders hereinafter called "the VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors administrators and representatives) of the -

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of Assurances, Celculta,

ONE PART A N D METFLOW CORPORATION PRIVATE LIMITED a Company incorporated under Companies Act, 1956 and having its registered office at No. 158A, Picnic Garden Road, Calcutta - 29, hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns) of the OTHER PART:

WHEREAS the Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to the divided Eastern portion of Premises No.158A, Picnic Garden Road, within the municipal town of Calcutta particularly described in the Schedule hereunder written and intended to be hereby -- conveyed as and for an absolute and indefeasible estate of inheritance in fee simple in possession or an estate equivalent thereto free from all encumbrances.

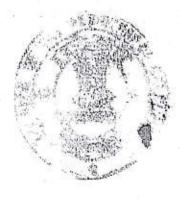
AND WHEREAS the Vendors have agreed with the Purchaser for the absolute sale to it of the said divided Eastern portion of Premises No. 158A, Picnic Garden Road within the municipal town of Calcutta particularly described in the Schedule hereunder written and the inheritance thereof free from all encumbrances at or for the price of %.3,75,000/- (Rupees Three Lacs and Seventy-five thousand) only to be paid and satisfied partly in cash and partly by fully paid up shares of the -- Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of N.3,75,000/(Rupees Three Lacs and Seventy-five thousand) only to the Vendors paid and/or satisfied by the Purchaser by the allotment to the



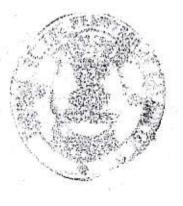
Registrat U/S 7 (2) of Assurances, Calsulta

Vendors or their nominees 220 (Two Hundred and Twenty) Fully Paid-up shares of R.1,000/- (Rupees One Thousand) each of the aggregate value of R.2,20,000/- (Rupees Two Lacs and Twenty thousand) only in the capital of the Purchaser and by payment of N:1,55,000/- (Rupees One Lac and Fifty-five Thousand) only in cash at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof release and discharge the Purchaser as also the said premises hereby conveyed or intended so to be) THEY the Vendors do and each of them doth hereby grant transfer sell and convey unto the Purchaser --ALL THAT the divided Eastern portion of Premises No.158A, Picnic Garden Road within the Municipal town of Calcutta particularly described in the Schedule hereunder written OR HOWSOEVER --OTHERWISE the said premises or any part or portion thereof now are or is or at any time heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH all areas, ways, passages, drains, sewers, water and water-courses AND ALL rights lights liberties privileges easements appendages and appurtenances whatsoever to the said premises or any part or portion thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions remainder or remainders rents issues and profits thereof AND ALL deeds papers writings documents muniments of title relating to the said premises in the power and custody of the Vendors --TO HAVE AND TO HOLD the said premises and all and singular other the premises hereby conveyed or expressed or intended so



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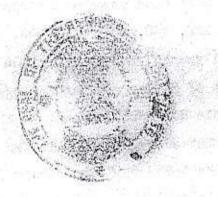
to be unto and to the use of the Purchaser absolutely and for ever AND the Vendors do and each of them doth hereby -covenant with the Purchaser that THEY the Vendors have good right full power and absolute authority to grant transfer sell and convey all and singular the said premises hereby granted transferred sold and conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises and every part or portion thereof and receive the rents issues and profits thereof for ever AND the Purchaser shall be entitled to the use of the common passages 16' feet wide on the South and West respectively and the 20' feet wide common passage leading from the said premises to Picnic Garden Road for all purposes including vehicular igress ingress and laying under-ground drains pipes and cables and drawing over-head cables and wires etc. AND the said premises hereby granted transferred sold and conveyed or expressed or intended so to be are free from all encumbrances whatsoever AND that the Vendors and all persons having or lawfully or equitably claiming any estate right title and interest in to and upon the said premises or any part or portion thereof shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such deeds things assurances for further and more perfectly assuring the said premises and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid as shall and may be reasonably required.



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THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the divided Eastern portion of Premises No. 158A, Picnic Garden Road in the Municipal town of Calcutta containing revenue free and revenue paying lands of the total area of 15 (Fifteen) Bighas more or less together with the buildings, sheds, walls and all other constructions erected and built thereon comprised in C.S.Dag No.179 under Khatian No.167 Sub-Khatian No. 168, C. S. Dag No. 180 under Sub-Khatian No. 169, --C. S. Dag No. 185 under Khatian No. 174 Sub-Khatian No. 175, C. S. Dag No. 184 under Khatian No. 174 Sub-Khatian No. 176, C. S. Dag No. 178 under Khatian No. 240 Sub-Khatian No. 241, C. S. Dag No. 181 under Khatian No. 242 Sub-Khatian No. 243, C. S. Dag No. 182 under Khatian No. 170 Sub-Khatian No. 171, C. S. Dag No. 183 under Khatian No. 172 Sub-Khatian No. 173, C. S. Dag No. 177 under Khatian No. 161 Sub-Khatian No. 163, C. S. Dag No. 190 under Khatian No. 116 Sub-Khatian No. 117, C. S. Dag No. 192 under Khatian No. 158 Sub-Khatian No. 155, C. S. Dag No. 192 under Sub-Khatian No. 160, C.S.Dag No. 177 under Khatian No. 161 Sub-Khatian No. 162 in Mouza Nonadanga, J. L. No. 10, Touzi No. 2833 Dihi Panchannagram, Division 5 Sub-Division S, Holding Nos. 105, 106, 107, 108, 109, 115 and 116, Police Station Sadar Tollygunge, Sub-Registration Office Alipore Sadar in the District of 24-Parganas and an aggregate sum of Rs. 12.51 paise is payable as annual revenue to the Collector of 24-Parganas and butted and bounded in the manner following that is to say On the NORTH by Common drain (Nala), On the EAST by land of Prosanta Mondal and others, On the SOUTH by 16' feet wide common passage and land of Prosanta



SELECTION OF

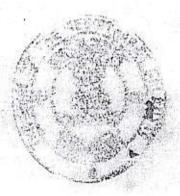
Professor U/9 7 (2) of Assuzances, Calcusta. Mondal and Others, On the WEST by 16' feet wide Common Passage and 20' feet wide Common Passage leading to Picnic Garden Road and delineated in the map or plan hereto annexed and bordered red.

IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Hooke Kumer Ghosh (SEAL Ablish theoreth.

SIGNED SEALED AND DELIVERED at Calcutta in the presence of :- 1 Enchir the Key thandhire Solicite, Calculta

Somin Play Chanching



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RECEIVED of and from the within named Purchaser the within mentioned sum of 18.3,75,000/- (Rupees Three Lacs and Seventyfive thousand) only being the amount of full consideration money as per memo below :-

Rs.3,75,000/=

MEMO OF CONSIDERATION.

By allotment of 220 Fully Paid-up shares of No.1,000/- each of the Purchaser equally to the Vendors and/or their nominees.

Rs.2,20,000/-

By 1550 pieces of R.B. Notes of No. 100/- each. No. 1,55,000/-

Total - Rs.3,75,000/-

(Rupees Three Lacs and Seventy-five Thousand) only.

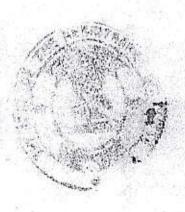
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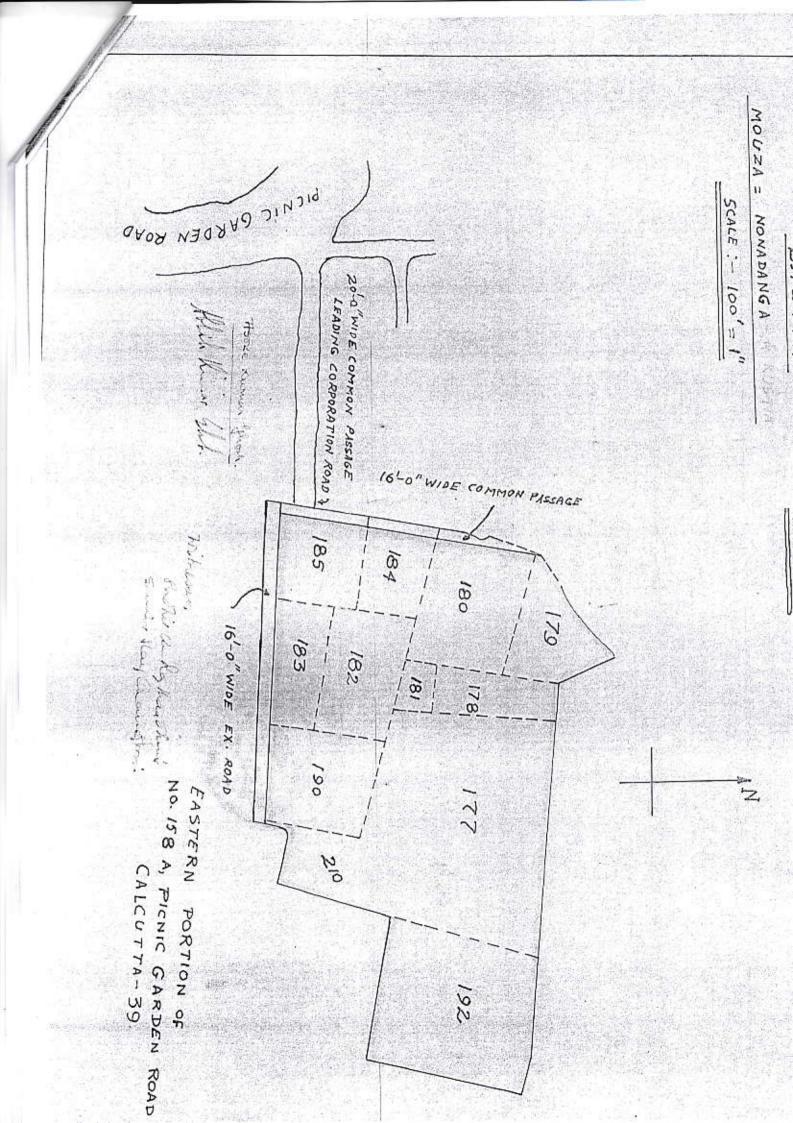


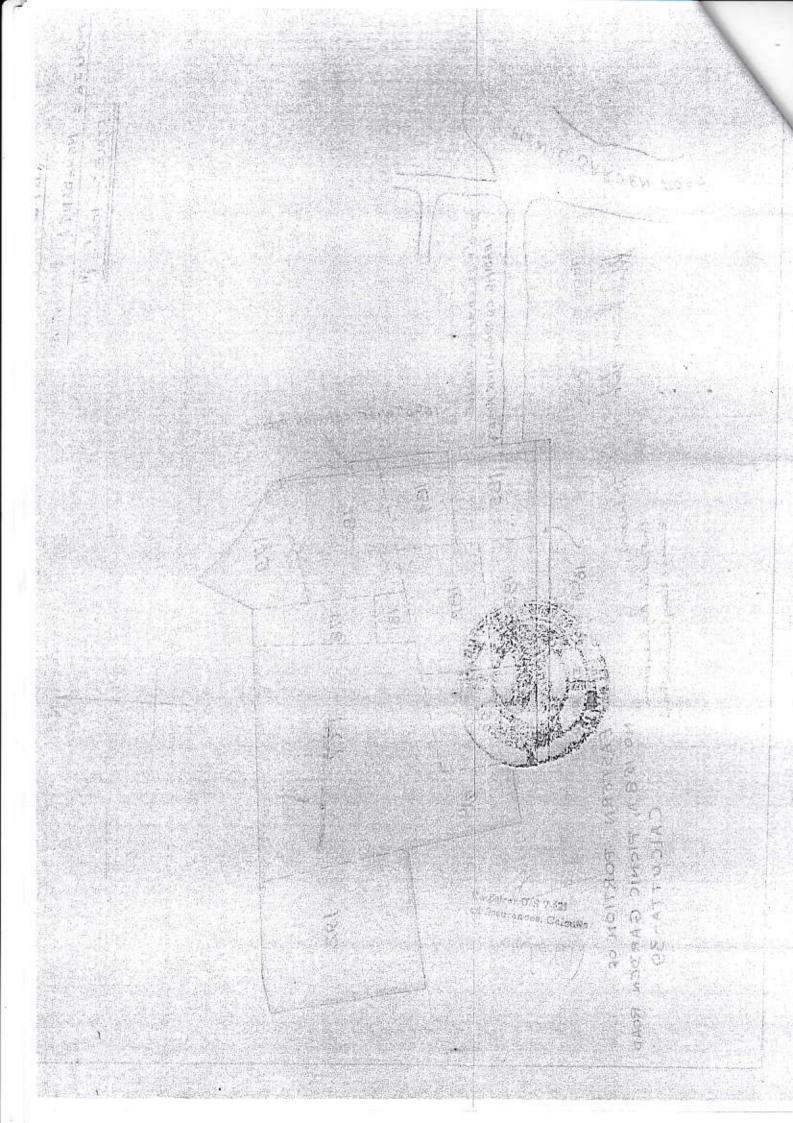
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Registrar U/S 7 (2) of Sesurances, Calcutta





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DATED THIS Total DAY OF MARCH, 1971.

BETWEEN

ASOKE KUMAR GHOSH & ANR

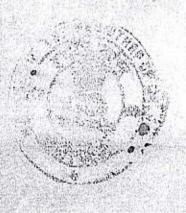
METFLOW CORPORATION PRIVATE LIMITED



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CONVEYANCE.



Megistrar U/S 7 (2) of Assurances, Celcutte

S. C. RAY CHAUDHURI & CO. Solicitors, 10, Old Post Office Street, Calcutta.