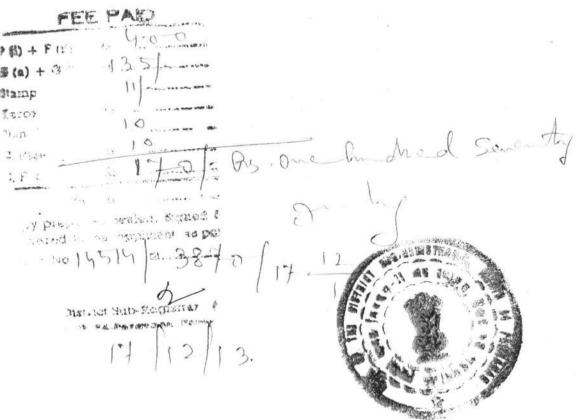
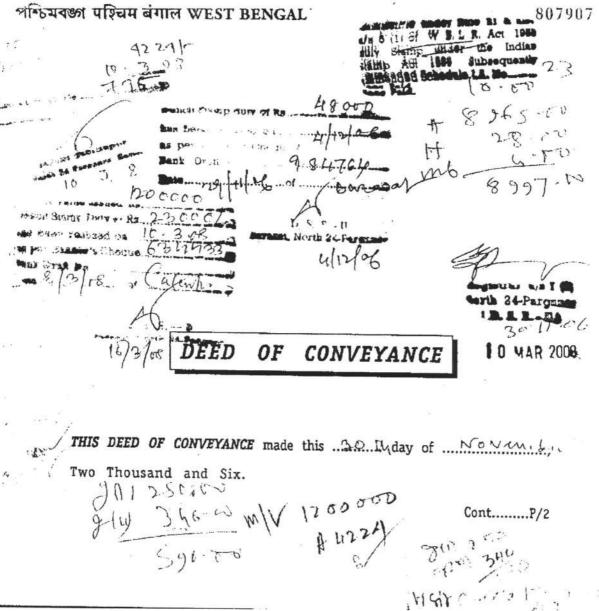
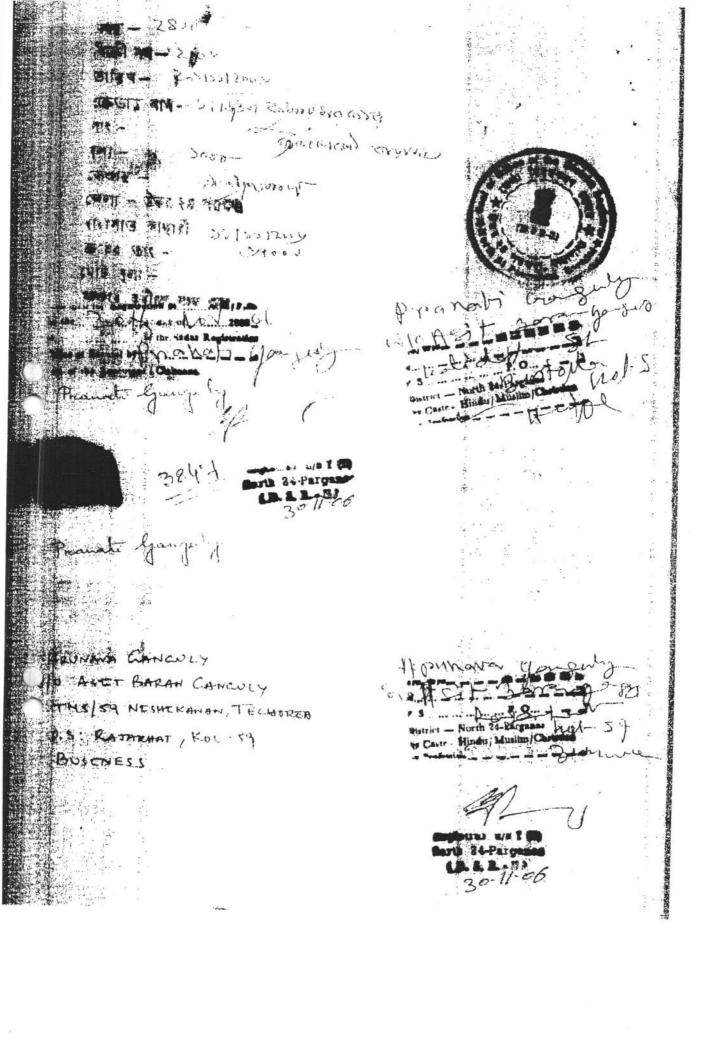
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BETWEEN

SMT. PRANATI GANGULY, wife of Sri Asit Baran Ganguly, by faith - Hindu, by occupation - House wife, by Nationality - Indian, previously residing at 19 Kali Dutta Street, P.S. - Burtolla, Kolkata - 700005, presently residing at TM-5/59 Nishi Kanan, Tegharia, P.O. - Hatiara, Kolkata - 700059, hereinafter called and referred to as the "VENDOR" (which terms and expression unless repugnant to the subject or context shall mean and include her heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

1) FALCON TIE - UP PVT. LTD., 2) SADBHAWNA DEALERS PVT. LTD., 3) SAMBODHAN ADVISORY PVT. LTD., 4) SHIVGANGA VANIJYA PVT. LTD., 5) SAHANSIL TRADELINK PVT. LTD., 6) BRIJWASI SUPPLIERS PVT. LTD., 7) UNNATI SUPPLIERS PVT. LTD., 8) NISHAKAR MARKETING PVT. LTD., 9) BRIJWASI MARKETING PVT. LTD., 10) SAHANBHUTI DEALER PVT. LTD., 11) SURAKSHIT SUPPLIERS PVT. LTD., 12) UNNATI VYAPAAR PVT. LTD., 13) SUGANDH MERCANTILE PVT. LTD., 14) SHIVDHARA AGENCY PVT. LTD., 15) TROPEX MERCANTILE PVT. LTD., 16) CONCORD VYAPAAR PVT. LTD., 17) WONDER DISTRIBUTOR PVT. LTD., 18) PANGHAT

MERCANTILE PVT. LTD., 19) CHIRAG VINIMAY PVT. LTD., 20) ALISHAN DEALER PVT. LTD., 21) EVERLIKE BARTER PVT. LTD., 22) GOODHOPE COMMERCIAL PVT. LTD., 23) TRIMUDRA VANIJYA PVT. LTD., 24) SNEHIL MERCANTILE PVT. LTD., 25) SAGUN MARKETING PVT. LTD., 26) APNAPAN MERCHANDISE PVT. LTD., 27) SAHANSIL AGENCIES PVT. LTD., 28) SATYAM DEALERS PVT. LTD., 29) SUNDRAM VANIJYA PVT. LTD., 30) MANOBAL MARKETING PVT. LTD., 31) CHAMPAK VYAPAR PVT. LTD., 32) DESIRE TRADERS PVT. LTD., 33) MAINA VINIMAY PVT. LTD., 34) PORTABLE DEALING PVT. LTD., 35) PRITAM DEALING PVT. LTD., 36) PURNIMA VYAPAAR PVT. LTD., 37) SURFACE VYAPAAR PVT. LTD., 38) VEDANT COMMERCIAL PVT. LTD., 39) MATAJI MERCHANTS PVT. LTD., 40) ECO VANIJYA PVT. LTD., 41) PARADISE SUPPLIERS PVT. LTD., 42) CHARMS MERCHANTS PVT. LTD., all are Private Limited company incorporated within the provisions of the Companies Act, 1956, all having it's office at 8/1 Lalbazar Street, Kolkata - 700 001, represented through their Director namely KAMAL ASOPA, of 8/1 Lalbazar Street, Kolkata - 700 001, hereinafter referred to as the party of the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's heirs, successors, executors, administrators, representatives, nominees and assigns) of the SECOND PART.

AND

M/S. GOLD LINE WRITING INSTRUMENT LTD., a Limited Company, incorporated in accordance with the provisions of the Companies Act 1956, having its Registered Office at 8/1 Lal Bazar Street, Police Station - Hare Street, Kolkata - 700 001, hereinafter called and referred to as the CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors, executors, administrators, representatives, nominees and assigns) of the THIRD PART.

WHEREAS all that piece and parcel of land in Mouza - Salua, J.L. No. 3, R.S. No. 109, Touzi No. 125B/1 under P.S. Rajarhat at present Airport, being C.S. Khatian No. 289, corresponding to R.S. Khatian No. 242, under C.S. Dag No. 461 corresponding to R.S. Dag No. 522 measuring more or less 1 Acre 83 Cents Sali land belonged to Smt. Pratima Sundari Sen and her name was finally published in Revisional Settlement.

WHEREAS The said Pratima Sundari Sen sold out of the aforesaid land measuring more or less 32 (Thirty Two) Sataks corresponding to 19 (Nineteen) Cottahs 6 (Six) Chittacks in favour of Sri Satish Chandra Ganguly on 02.08.1973 which

was recorded in Book No. I, Volume No. 108, Pages from 24 to 26, being Deed No. 5310, for the year 1973 at the Office of S.R. Cossipore Dum Dum.

AND WHEREAS while the said Satish Chandra Ganguly by virtue of purchase was in so exclusive possession in respect of said land, he transferred more or less 4 Cottahs out of the said land in favour of Smt. Tapati Rani Sen by virtue of registered Deed of Kobala on 14/12/1983, registered before the Office of Cossipore S.R. and recorded in Book No. I, Volume No. 314, Pages from 105 to 109, being Deed No. 12050 for the year 1983.

AND WHEREAS on the same dated the said Smt. Tapati Rani Sen by virtue of another registered Deed of Kobala on 14/12/1983, registered before the Office of Cossipore S.R. and recorded in Book No. I, Volume No. 314, Pages from 115 to 120, being Deed No. 12052 for the year 1983, purchased 2 Cottahs of land out of the aforesaid property and thus the said Smt. Tapati Rani Sen became the absolute owner and possessor in respect of 6 Cottahs of land in Mouza - Salua, J.L. No. 3, R.S. No. 109, Touzi No. 125B/1 under P.S. Rajarhat at present Airport, being C.S. Khatian No. 289, corresponding to R.S. Khatian No. 242, under C.S. Dag No. 461 corresponding to R.S. Dag No. 522.

AND WHEREAS the said Smt. Tapati Rani Sen due to paucity of fund, sold and transferred the said 6 Cottahs of land in Mouza - Salua, J.L. No. 3, R.S. No. 109, Touzi No. 125B/1 under P.S. Rajarhat at present Airport, being C.S. Khatian No. 289, corresponding to R.S. Khatian No. 242, under C.S. Dag No. 461 corresponding to R.S. Dag No. 522 in favour of present Vendor on 02/08/1991 by virtue of registered Deed of Kobala, registered at the Office of A.D.S.R. Bidhan Nagar and recorded in Book No. I, Volume No. 124, Pages from 119 to 126, Deed No. 6854 for the year 1991.

AND WHEREAS by virtue of said purchase the present Vendor became the absolute owner and possessor in respect of aforesaid 6 Cottahs of land and she, due to paucity of her fund and diverse reasons intended to sell out the said demarcated land measuring more or less 6 (Six) Cottahs of Land in Mouza - Salua, J.L. No. 3, R.S. No. 109, Touzi No. 125B/1 under P.S. Rajarhat at present Airport, being C.S. Khatian No. 289, corresponding to R.S. Khatian No. 242, under C.S. Dag No. 461 corresponding to R.S. Dag No. 522, within Ward No. 4 of Rajarhat Gopalpur Municipality, under A.D.S.R.O., Bidhan Nagar in the Dist. North 24 Parganas, shown in the map annexed herewith which is more fully described in the Schedule herein under written and accordingly entered into an Agreement

for Sale with the Confirming Party on 23rd day of June, 2005 under certain terms and conditions embodied therein.

AND WHEREAS due to diverse reasons the said Confirming Party took decisions not to purchase the said land and accordingly on mutual discussions it has been agreed that the Agreement for Sale entered between the Vendor and Confirming Party herein is cancelled and the Vendor at the instance and presence of Confirming Party will execute and register the Deed of Conveyance in respect of the aforesaid property in favour of any other intending Purchaser/s.

AND WHEREAS the present Purchaser being informed about the same, has agreed to purchase the aforesaid land at a consideration of Rs. 8,16,000/- (Rupees Eight Lacs Sixteen Thousand) only from the Vendor and the Vendor also agreed to sell the said property at the said consideration.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement for sale and consideration of a sum of Rs. 8,16,000/- (Rupees Eight Lacs Sixteen Thousand) only and cost of permission and fencing Rs. 19590/- paid to the Vendor by the present Purchaser as per memo written herein under at or immediately before the execution of these presents the receipt whereof,

the Vendor and the Confirming Party jointly hereby admit and acknowledge and on and from the same and every part thereof acquit, release and discharge the purchaser, its executors administrators, representatives, directors and assigns and every one of them and the Vendor as beneficial owner and the these presence indefeasibly grant, sell, convey and transfer, assign and assure unto the Purchaser its executors, administrators, representatives, directors and assigns and every one of them free from all encumbrances, charges, liens, lispendences ALL THAT piece or parcel of demarcated Sali land measuring more or less 6 (Six) Cottahs of Land in Mouza - Salua, J.L. No. 3, R.S. No. 109, Touzi No. 125B/1 under P.S. Rajarhat at present Airport, being C.S. Khatian No. 289, corresponding to R.S. Khatian No. 242, under C.S. Dag No. 461 corresponding to R.S. Dag No. 522, within Ward No. 4 of Rajarhat Gopalpur Municipality, under A.D.S.R.O., Bidhan Nagar in the Dist. North 24 Parganas, alongwith all rights, liberties, easement, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging and usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and all deeds, writings and evidences of title which in anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in

the custody, power and possession of the Vendor or her heirs, executors, administrators or representatives or any persons from whom she can or may procure the same without action or suit at law or in equity to enter into and have, hold, own, possess and enjoy the said property or every part thereof is hereby granted, sold, conveyed and transferred or expressed and intended so unto and to the use of purchaser and its executors administrators, representatives, directors and assigns forever freed and discharged from or other wise by the Vendor well and sufficiently indemnified of against all encumbrances, liens, claims whatsoever created or suffered by the Vendor from to these presents.

THE VENDOR AND CONFIRMING PARTY DOTH HEREBY COVENANT WITH THE PURCHASER :-

- That the schedule property is free from all encumbrances, attachments, liens, mortgages and the Vendor has absolute right, title and interest in respect of the schedule property.
- That no notice issued under the public demand recovery act. or have been served upon the Vendor and even no such notice have been published against the Vendor or the schedule property.

- 3. That the Vendor has not yet received any notice of requisition and acquisition by the State of West Bengal, Union of India or any other statutory body or Govt. and Semi Govt. authority in respect of the schedule property written herein under.
- 4. It is hereby declared that the land is being used exclusively by the Vendor written in the schedule herein under and the Vendor is not the benamder of any one.
- 5. If, it is transpired, that the property is hereby sold, conveyed, transferred and assigned by the Vendor, if not free from all encumbrances, as herein before covenants the Vendor and confirming party shall be bound to refund to the purchaser the full consideration money paid hereunder together with the cost of the stamp and registration charges and the legal fees incurred by the purchaser herein together with the damages which the purchaser herein may or may be suffered.
- 6. That the Vendor and her legal heirs from time to time shall be bound to execute necessary Deed of Rectification or other document / documents without any consideration in favour of the purchaser or its legal heirs in respect of the schedule land for any defect, omission, error to be found later on in the present deed.
- That the Confirming Party do hereby declare that the Company has no claim, demand whatsoever regarding the schedule property.

AND the Vendor deliver this day khas possession of the said land along with sanction plan unto the purchaser.

SCHEDULE ABOVE REFERRED TO

(Description of land)

ALL THAT piece or parcel of Sali land measuring more or less 6 (Six) Cottahs of Land in Mouza - Salua, J.L. No. 3, R.S. No. 109, Touzi No. 125B/1 under P.S. Rajarhat at present Airport, being C.S. Khatian No. 289, corresponding to R.S. Khatian No. 242, under C.S. Dag No. 461 corresponding to to R.S. Dag No. 522, within Ward No. 4, of Rajarhat Gopalpur Municipality, under A.D.S.R.O., Bidhan Nagar in the Dist. North 24 Parganas, all easmentary rights, water lines, electricity, drainage system upon the said land and attached to the land.

Rent of the said land according to the determination of appropriate authority.

A map enclosed is the part of the indenture which is demarcated in RED Border, which is butted and bounded as follows:

On the North : Part of R.S. Dag No. 522.

On the South : Part of R.S. Dag No. 522 of Sri

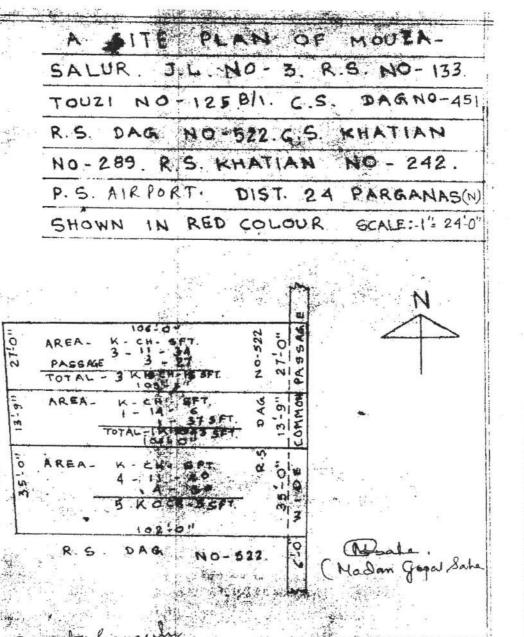
Amitava Ganguly.

On the East : 6 Feet Common Passage.

On the West : C.S. Dag No. 460.

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TRACED

BY:

NASKAR

LALIT MOHAN

MEMO OF CONSIDERATION

total sum of Rs. 8,16,000/- (Rupees Eight Lacs 5xteen.

Thousand ————) only for 6 (Six) Cottahs
of Land being the full and final consideration money of the
aforesaid land and payment as per meno below.

By Pay Order drawn upon Standard Chartered Barne 19. Mr.s. Road, Kel-1 being no. 044001'dt. 29.11.06

WITNESSES :-

1. THRUNAVA GANCULY

2. Post Baren Ganguly

- Pranate Ganguly

Signature of the Vendor

For Goldline Writing Instrument Ltd.

(Madan Goral Sohe) Director

Signature of the Confirming Party

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 3 Page from 2144 to 2161 being No 01434 for the year 2008.



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(X) 12-May-2008 District Sub Register II Office of the D.S.R.-II NORTH 24-PARGANAS West Bengal

CHECKED BY

