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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Admissible under Rule 21, only, stamped
under the Indian Stamp Act, 1899
and also as amended by W. Bengal
Stamp Amendment Act, 1958
Schedule I & No. 238
Paid as above

ADDITIONAL REGISTRAR OF
ASSURANCES, KOLKATA

Chatterjee & Co.
154905
21/08/09
3184121
The fees Paid to Collect Stamp Duty

THIS INDENTURE OF SALE made this 21ST day of JANUARY
2008 BETWEEN WEST BENAL FINANCIAL CORPORATION, a State
Financial Corporation established under the State Financial
Corporations Act, 1951 having its Head Office at 12A, Netaji Subhas
Road, Kolkata-700 001 hereinafter called the "CORPORATION" (VENDOR)

Identified by me,
A. Samp. Aor.

Notarized to be True Copy
Attested by Identification
JAPAN DAS, NOTARY
KOLKATA, NO. 420004

21.1.2009
Jm 80
16 MAR 2009 330

Sale Agent
4,55,00,000

45499
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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 202801

(which term or expression shall unless otherwise excluded by or repugnant to the subject, context or meaning thereof be deemed to include its successor or successors-in-Office and/or assigns) of the **FIRST PART**

AND

EXULT REALTY PVT. LTD., a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 50, Jawaharlal Nehru Road, 11th Floor, Kolkata- 700 071, hereinafter called the "**PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject, context or meaning thereof be deemed to include its successor or successors-in-Office and/or assigns) of the **OTHER PART**

certified to be True Copy
Subscribed on Identification

DEEPA DAS, NOTARY
MADRAS. NO. 488224

16 MAR 2009

WHEREAS M/s. S. P. Cycles Ltd., a Limited company incorporated under the Companies Act, 1956 having its registered office at Sonarpur Station Road, P. O. Narendrapur, District-24 Bargarh (South) hereinafter called the "BORROWER" was granted by the Corporation a term loan of Rs. 26.85 lakh and a short term loan of Rs.6.42 lakh in 1986 and 1990 hereinafter called the "SAID LOAN" for the purpose of setting up an industrial concern for the manufacture of bicycles at the place hereunder mentioned in the Schedule. The Borrower acquired the fixed assets as mentioned in the Schedule hereunder written by utilizing the said loan of the Corporation.

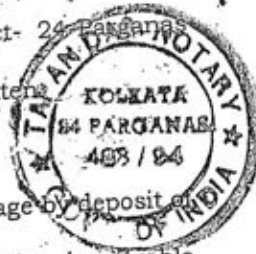


WHEREAS by an indenture of sale dated 21.06.1983 made between Diminon Rubber Co. Pvt. Ltd. (in liquidation) acting through the Official Liquidator, High Court, Original Side, Calcutta on the First Part and S. P. Cycles Ltd. on the Second Part and registered at the Office of Registrar of Assurances, Calcutta as document No. 6044 in Book No. I, Volume No. 212, Pages 166 to 180 and for the year 1983 the borrower acquired and possessed all that the piece and parcels of land measuring about 4.369 acres more or less comprised in Plot Nos. 1949, 1950, 1953, 1954, 1955, 1993, 1994, 1992, 1959, 1996, 1999, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2197, 2011, 2057, 1995, 2072, 2017, 2016 and 2013, Khatian Nos. 383, 741, 373, 378, 460, 612, 437, 744, 745, 1522, 438, 1144, 1145, 1115, 141, 423,

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 KAPIL DAS, NOTARY
 Sonarpur, Bargarh, Odisha

6 MAR 2009

1292, 416, 1571, 1287, 1209, 418, 308, 325/2, 468 and 1293, J. L.
 No. 48, Mouza- Kumrakhali, P.S. Sonarpur, District- 24 Parganas
 (South) fully described in the Schedule hereunder written



AND WHEREAS the said Borrower has created mortgage by deposit of Title Deeds in favour of the Corporation over the immovable properties described in the Schedule hereunder written on 01.09.1986 and also all its present and future moveable fixed assets in favour of the Corporation by Agreement for Hypothecation dated 01.09.1986 free from all encumbrances as and by way of first charge as security for due and punctual repayment of the said loan together with cost, interest, charges and expenses as may be payable by the Borrower to the Corporation as per Agreement.

AND WHEREAS West Bengal Industrial Development Corporation Ltd. (WBIDC) also granted loan to the extent of Rs. 12.00 lakh in 1990 to the said borrower.

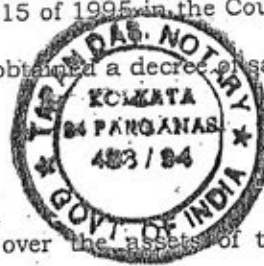
AND WHEREAS the Borrower in violation of the Agreement with the Corporation and also with the WBIDC defaulted in the repayment of the said loans to the Corporation and WBIDC, the Corporation has made several correspondences and persuasion for recovery of the said loan with interest, cost, charges and expenses.

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J. ANAND, NOTARY
 KOLKATA, W.B. 483/84

16 MAR 2009

AND WHEREAS WBIDC filed Misc. Case No. 15 of 1995 in the Court of the Learned District Judge at Alipore and obtained a decree of sale against the Borrower.



AND WHEREAS the said WBIDC handed over the assets of the Borrower after publishing a notice in the newspaper to one Jagannath Business Services Pvt. Ltd. the erstwhile intending purchaser at a consideration of Rs. 69.00 lakh to be paid on deferred payment terms.

AND WHEREAS the said WBIDC terminated the sale by a notice dated 19/21.07.2004 addressed to the said Jagannath Business Services Pvt. Ltd. ✓

AND WHEREAS the Vendor Corporation as a mortgagee served notice under Section 29 of the State Financial Corporation Act, 1951 (as amended up to date) on 05.07.2005 on the said Jagannath Business Services Pvt. Ltd. to redeem the mortgage and to recover its mortgage debts. ✓

AND WHEREAS the said Jagannath Business Services Pvt. Ltd. filed a Writ Petition No. 13606 (W) of 2005 challenging the notice dated 5th July 2005 of the Vendor Corporation.

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collected on Identification

JAGANNATH DAS, NOTARY
KOLKATA, PIN- 700014

16 MAR 2009.

AND WHEREAS the said Writ Petition No. 13606 (W) of 2005 was dismissed by the Hon'ble Mr. Justice Girish Chandra Gupta for default on 29.03.2006.



AND WHEREAS the Vendor Corporation by exercise of its powers under Section 29 of the State Financial Corporations Act, 1951 (as amended up to date) took over possession of the assets of the Borrower more fully described in the Schedule hereunder written on 31.3.2006.

AND WHEREAS the Vendor Corporation published sale notices in the newspapers on 01.04.2006 inviting offers from the public to purchase the assets as described in the Schedule hereunder written on as is where is and whatsoever there is basis.

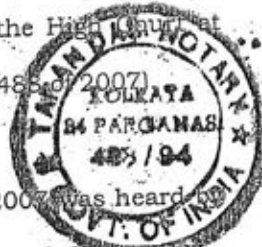
AND WHEREAS the Writ Petition No. 13606 (W) of 2005 was subsequently restored and again dismissed on contest on 28.02.2007 by the Hon'ble Justice Girish Chandra Gupta upholding that "the right of WBFC to sell the property for recovery of its dues cannot be questioned."

AND WHEREAS the said Jagannath Business Services Pvt. Ltd. preferred an appeal against the said order of dismissal dated

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Signed on Identification
JAGANNATH BUSINESS SERVICES
PVT. LTD.

16 MAR 2009

28.02.2007 before the Hon'ble Division Bench of the High Court at Calcutta being Appeal MAT No. 760 of 2007 (FMA 1488 of 2007)



AND WHEREAS the said appeal No. MAT 760 of 2007 was heard by the Hon'ble Mr. Justice Kalyan Jyoti Sengupta and Hon'ble Mr. Justice Arun Kumar Bhattacharya on 20.03.2007 when it was inter alia directed that the Vendor Corporation is at liberty to negotiate with third parties to procure the best price for sale for the assets of the Borrower as described in the Schedule hereunder written.

AND WHEREAS in compliance with such order dated 20.03.2007 passed by the Hon'ble Division Bench an open bidding amongst the prospective buyers was held on 25.05.2007 at the office of the Vendor CORPORATION in respect of the assets of the BORROWER as described in the schedule hereunder written.

AND WHEREAS one Ideal Real Estates Pvt. Ltd. of 50, Jawaharlal Nehru Road, 11th floor, Kolkata- 700 071 offered the highest bid of Rs.4,55,00,000/- (Rupees Four Crore and Fifty Five Lakh) in the aforesaid bidding held on 25th May 2007.

AND WHEREAS due to an interim order of status quo passed by the Hon'ble Division Bench of the High Court at Calcutta in the aforesaid

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Issued on Identification

JAGAN DAS, NOTARY
KOLKATA, NO. 48/94

16 MAR 2009

Appeal No. MAT 760 of 2007, the sale of assets ~~could not be~~
completed immediately after the bidding of 26.05.2007.



AND WHEREAS the Appeal No. MAT 760 of 2007 (FMA 1488 of 2007) was ultimately dismissed on contest by the Hon'ble Mr. Justice S. S. Nijjar, Hon'ble the Chief Justice and Hon'ble Mr. Justice Tapen Sen on 19th December, 2007 when the Hon'ble Bench fully endorsed the views of the Hon'ble Single Bench presided over the Hon'ble Justices Girish Chandra Gupta.

AND WHEREAS the Vendor Corporation by its letter dated 20/24th December, 2007 invited the said Ideal Real Estates Pvt. Ltd. to pay the aforesaid bid consideration of Rs.4,55,00,000/- only as offered by it in the bidding held on 25th May 2007 to purchase the assets of the Borrower as described in the Schedule hereunder written on "as is whereas and whatever there is basis".

AND WHEREAS the said Ideal Real Estates Pvt. Ltd. paid the full consideration money of Rs. 4,55,00,000/-

AND WHEREAS the said Ideal Real Estates Pvt. Ltd. by its letter dated 18th January 2008 informed the Vendor that it has nominated the Purchaser herein on whose name the assets will be sold and conveyed.

~~Not to be used as True Copy~~
~~Without an Identification~~
J. K. DAS, NOTARY
PATNA, BIHAR, INDIA
6 MAR 2009


AND WHEREAS the Vendor Corporation has accepted such nomination and has agreed to convey the assets in the name of the Purchaser.



AND WHEREAS in pursuance of the possession of the Corporation under Section 29 of the State Financial Corporations Act, 1951 (as amended up to date) the Corporation becomes the deemed owner of the assets as described in the Schedule hereunder written and hereby the Corporation has absolute and full right and absolute authority to transfer the said fixed assets by way of sale for realization of the said loan of the Borrower and such sale shall vest in the transferee all right, title and interest in or to the said fixed assets sold as if the sale had been made by the owner thereof. The Corporation also has full right and absolute authority to transfer the freehold interest in the land described in the Schedule hereunder.

AND WHEREAS the Corporation shall share the sale proceeds of the properties hereunder written with the said WBIDC Ltd.

AND WHEREAS the Purchaser has paid the said sum of Rs.4,55,00,000/- to the Corporation and requested the Corporation to make and execute these presents.


 Verified to be True Copy
 Based on Identification
 JAPAN DAS, NOTARY
 KOREATA, NO. 400004
 6 MAR 2004

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 4,55,00,000/- (Rupees Four Crore Fifty Lakh only) the receipt of the Corporation do hereby admit, acknowledge and confirm the Corporation, in exercise of its rights under Section 29 of the State Financial Corporations Act, 1951 doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the land described in Schedule hereunder written together with all the sheds, structures etc. standing thereon and/or lying thereat and described in the Schedule hereunder written on as-is-where-is and whatsoever there is basis together with all rights, title, interest, appurtenances whatsoever to the said properties to have and hold the same unto and to the use of the Purchaser absolutely and forever and the Corporation do hereby declare that it has full power and absolutely authority to transfer the said fixed assets described in the Schedule as hereby conveyed as deemed owner thereof within the meaning of Section 29 of the State Financial Corporations Act, 1951 and it shall be lawful for the Purchaser at all times hereafter to hold, enjoy and possess the said fixed assets in khas without interruption or disturbance by or from the Corporation or any person claiming under it.

The Purchaser do hereby covenants with the Vendor Corporation that:-

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~~Based on identification~~
 DEBAN DAS, NOTARY
 MEMO. NO. 40024

16 MAR 2009

- 1) The Purchaser has investigated the title of the properties hereby transferred and on being satisfied the Purchaser has paid the consideration to the Vendor Corporation.



The Vendor hereby covenants with the Purchaser/Vendee:

- a) That the said property shall be quietly entered into and held and enjoyed and rents/profits received therefrom by the Purchaser without any interruption or disturbances by the Vendor or anybody claiming through or under it.
- b) The Vendor doth will at the cost of the Purchaser requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said property to the Purchaser or its assigns as may be reasonably required.
- c) Vendor Corporation is and will be in no way liable to pay any statutory liability of the Borrower.
- d) The Vendor and Purchaser do hereby agree that if the said Borrower files any litigation against this sale the Purchaser shall have to abide by the decision of the Hon'ble Court.

The vendor has handed over possession of the Property under sale to the Purchaser.

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TAPAN DAS, NOTARY
KOLKATA, PIN-700024

16 MAR 2009

The Schedule above referred to

(Land and the Said Fixed Assets)

ALL THOSE the piece and parcels of land measuring 3694 acres more or less having Raiyati Sthitiban rights, comprised of Daga Plot Nos. 1949, 1950, 1953, 1954, 1955, 1959, 1994, 1992, 1993, 1996, 1999, 2000, 2001, 2002, 2003, 2006, 2007, 2008, 2197, 2011, 2057, 1995, 2072, 2017, 2016 and 2013 under J. L. No. 48, Revenue Survey No. 131, Khatian Nos. 383, 741, 373, 378, 460, 612, 437, 744, 745, 1522, 438, 1144, 1145, 1116, 1115, 141, 423, 1292, 416, 1571, 1287, 1209, 418, 308, 325/2, 468 and 1293 in Mouza-Kumrakhali, Parghanas Madan Molla, Sub-Registry Office-Baruipur, Thana- Sonarpur in the District of South- 24-Parganas in and more fully delineated in a plan annexed hereto.

Respective Dag No.	Nature of Land	Area in Decimals
1949 ✓	Danga (Mandir	0.26
1950 ✓	Sali	0.31
1953 ✓	Sali	0.18
1954 ✓	Sali	0.07
1955 ✓	Sali	0.14
1993 ✓	Danga	0.03
1994 ✓	Sech Doba	0.03
1992 ✓	Sali	0.30
1959 ✓	Bastu Danga	0.16
1996 ✓	Sali	0.89

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 GOPAN DAS, NOTARY
 NOTED. No. 422250

16 MAR 2009

1999 ✓	Sali	0.032
2000 ✓	Danga (Karkhana)	0.1
2001 ✓	Danga (Karkhana)	0
2002 ✓	Danga (Karkhana)	0.03
2003 ✓	Sech Doba	0.03
2006 ✓	Sech Doba	0.04
2007 ✓	Sech Doba	0.20
2008 ✓	Jungle	0.12
2197 ✓	Sali	0.03
2011 ✓	Danga	0.35
2057 ✓	Danga	0.274
1995 ✓	Sali	0.31
2072 ✓	Sali	0.033
2017 ✓	Sech Doba	0.03
2016 ✓	Sech Doba	0.02
2013 ✓	Sech Doba	0.04
Total		4.369 Acres



i.e. 13 bighas 4 cottahs 5 chittacks 8 Sq. ft.

together with all the, sheds, structures etc. standing thereon and
butted and bounded by -

On the North : Sonarpur Station Road.
On the South : Open Land
On the East : Panchayet Road
On the West : Partly pond and partly property of Mr. C.K.Sen.

~~Certified to be True Copy
after verification on identification~~

JAPAN DAS, NOTARY
PUBLIC, No. 103/24

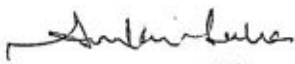
16 MAR 2009

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed each of their respective hands and seal the day month and year first above written.



SIGNED AND DELIVERED by the
withinnamed Corporation through
Mr. Tapan Kumar Mukherjee its Chief
Manager at Kolkata in the presence of:

CHIEF MANAGER (RECOVERY)
West Bengal Financial Corporation
12A, N. S. Road, Kolkata - 700 001

1. 
AMLAN SAHA
50, J. L. Nehru Rd., Kol-71

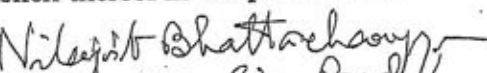
2. 
DIPANJAN GHOSH

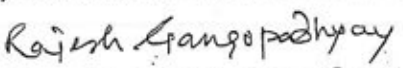
The Common seal of Exult Realty Pvt. Ltd.

has hereunto been affixed as per resolution
of the meeting of the Board of Directors dated
in the presence of Sri
and Sri

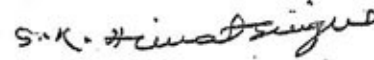
Directors of the Purchaser Company
who have executed these presents

in token thereof in the presence of:

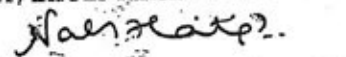
1. 
NILANJIT BHATTACHARYA
12A, N. S. Road, Kolkata-700 001

2. 
RAJESH GANGOPADHYAY
50, J. L. Nehru Road
Kolkata - 700 071

For, EXULT REALTY PVT. LTD.


S.K. Himatsingh
Director

For, EXULT REALTY PVT. LTD.


Nalini
Director

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Signed on Identification

TAPAN DAS, NOTARY
KOLKATA, NO. 403/94

16 MAR 2009

MEMO OF CONSIDERATION

West Bengal Financial Corporation admits and acknowledges the following payment towards the consideration of the within mentioned sale :

Pay Order No. 040732 dated 07.05.2007 drawn
on Bank of India, Jawaharlal Nehru Road Branch
favouring West Bengal Financial Corporation Rs. 42,50,000/-

Pay Order No. 031164 dated 05.01.2008 drawn
on State Bank of India, Chowringhee Road Branch
favouring West Bengal Financial

Corporation

Rs.4,12,50,000/-

TOTAL

Rs.4,55,00,000/-

=====

CHIEF MANAGER (RECOVERY)
West Bengal Financial Corporation
12A, N. S. Road, Kolkata - 700 001

Signature of the Corporation

Witnesses:

Amlan Saha
AMLAN SAHA
80, J. L. Nehru Rd., Kol-71

Nilgjit Bhattacharya
Nilgjit Bhattacharya

Examined to be True Copy
Signed on Identification
APAN DAS, NOTARY
KOLKATA, NO. 408/84

16 MAR 2009

SONARPUR STATION ROAD
P.O. SONARPUR DIST 24 PARAGANAS (S) 1941

ORIENTAL METAL CO.

NOT TO SCALE

THIS DISCLOSES DISCREPANCY
ON THE VALUATION REPORT

LEGENDS
BOUNDARY LINE OF THE PREMISES
BOUNDARY OF PLOTS (DAG)
ROAD SHOWN AS
BUILDING AND SHEDS
BOUNDARY WALLS SHOWN AS
EXISTING PLOT NUMBERS UNDER VALCO

- 1 GATE CUM TIME OFFICE BUILDING. "MARKED"
- 2 MANDIR BUILDING.
- 3 ADMINISTRATIVE BUILDING
- 4 ELECTRICAL SUBSTATION BUILDING
- 5 SECURITY QUARTER ..
- 6 SECURITY GUARD RESTROOM
- 7 GODOWN BUILDING
- 8 SOLVENT PROCESSING BUILDING
- 9 ABUTION BLDG
- 10 MAIN WORKSHOP SHED
- 11 FACTORY SHED
- 12 DECONTAMINATING GODOWN SHED
- 13 DISPATCH PACKING AND GARAGE SHED
- 14 CANTEN BUILDING

Reg. EXULT REALTY PVT. LTD.

CHIEF MANAGER (RECOVERY)
West Bengal Financial Corporation
12A, N. S. Road, Kolkata - 700 001

Director

EXULT REALTY PVT. LTD.

Director

16 MAR 2009

S. G. H. H. H. H.



Title

Ring

Thumo

Thumb

Fore

Middle
(Right)

Hand	Ring
------	------

Little

Haartracht?



Little

King.

Middle
(Left

Fore
Hand)

Ἰησοῦς

Therapy

Fore

Middle
(Right)

Ring
Hand)

Little



Little

Ring

Middle
(Left

Fore
Hand)

Thumb

כִּהְיֶה

Fore

10

Ring
Hand)

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

~~certified to be True Copy
Attorney of Identification~~

OSMAN DAS, NOTARY
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