

5470

4760



पश्चिम बंगाल WEST BENGAL

Stamp No. 1307
Stamp Act, 1907
1954 Schedule IA No. 23 + 7 + a(d)
A 628667

000

A 67,10,000
E 10,000/-

10/7	A	67,10,000/-
	E	10,000/-
	F	10,000/-
		67,10,000/-

13/9/57
D. D. District Tax Officer
Barrackpore, North 24 Parganas

THIS INDENTURE made this the 18th day of July Two thousand and Seven BETWEEN BETWEEN NATIONAL TEXTILES CORPORATION WEST BENGAL, ASSAM, BIHAR & ORISSA LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at premises No. 7, Jawaharlal Nehru Road, Kolkata-700013 hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to

114 61,000,000/-

Stamp No. 1307
Stamp Act, 1907
1954 Schedule IA No. 23 + 7 + a(d)
A 628667

Kolkata Main Branch
for Rs. 4,27,00,100/- (Rupees four lacs Twenty seven thousand one hundred only)

A. D. S. R. Barreackpor
19/7/57

U/138

VICTOR MOSES & CO.
Sole Agent for India
6, Old Post Office Street,
Calcutta - 700 001

Sold to.....
Address.....
17 JUL 2007
Value.....
V.S.V. High Court & S.



F-30 PM

Presented for Registration
at 7:30 AM on the 1st
day of July 2007
at the office / place
residence of De nicamel

De nicamel
Signature

S. De Sarkar
Signature

S. De Sarkar
General Manager (Technical)
N. T. C. (W.B.A.B.O.) Ltd.
6 J. L. Nehru Road, Kol. 13

Ltd. District Sub-Registrar
Kolkata, North 24 Parganas
18 JUL 2007

N. T. C. (W.B.A.B.O.) Ltd.
6, J. L. Nehru Road,
Kolkata / Kolkata-13

U
E
11
12
13
14
15
16
17
18

S. De Sarkar
Signature
S. De Sarkar
General Manager (Technical)
N.T.C. No. 1364

Sree Kanta Chatterjee
Signature
Sree Kanta Chatterjee
Advocate, Kolkata

Identified by me
Sree Kanta Chatterjee
Signature
(Sree Kanta Chatterjee)
SREE KANTA CHATTERJEE

Ltd. District Sub-Registrar
Kolkata, North 24 Parganas
18 JUL 2007

mean and include its successor or successors-in-interest and assigns) of the ONE PART AND HAPPY HIGHRISES LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Shantiniketan Building, 8, Camac Street, Floor 4, Suite 5, Kolkata-700 017 hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the OTHER PART :

WHEREAS by virtue of the provisions of Sick Textiles Undertakings (Nationalisation) Act, 1974, the textile undertaking of Bangasree Cotton Mills at Sukhchar, District North 24- Parganas which included the land being All-That the piece and parcel of land containing an area of 26.71 acres more or less situate lying at and being municipal premises no. 150, Barrackpore Trunk Road, Ward no. 14 of Panihati Municipality District North 24 Parganas comprised in the following :-
Mouza Sukhchar, P.S. Khardah, R.S. Khatian no. 88 L.R. Khatian no. 1839 comprised in :

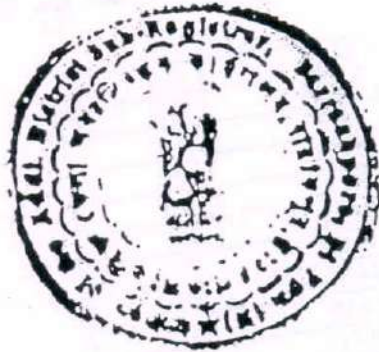
3446	.30
3422	.13
3420	.33
3426	.26
3413	.06
3416	.30
3423	.01
3468	.23
3469	.06
3470	.59
3470/3540	.28
3471	.13
3450	.84
3447	1.46
3450/3558	.22
3450/3459	.31
3472	.72
3477	.76
3466	.19
3475	.26
3464	.09


Bansal

Technical

Cal. 13

by
Heryel
Kolkata



DIST. DISTRICT OF COLUMBIA
OFFICE OF THE DISTRICT CLERK

18/7/07

3465	.18
3473	.41
3474	.20
3467	.10
3452	1.30
3453	.12
3452/3539	.18
3421	.39
3454	.21
3451	.23
3424	.54
3425	.04
3432	.44
3460	.06
3461	.22
3462	.20
3463	1.41
3460/3538	.11
Total	13.87 Acres

And in Mouza Rambhadrabati J.L. No. 7 P.S. Khardah, L.R. Khatian no. 940 comprised in :

R.S. Khatian no.	Dag no.	Area
116	283	.78
117	284	.26
126	287	1.39
127	286	3.17
128	288	1.74
127/357	285	.41
131/352	292	1.17
129/363	282	.11
129	289	2.34
130	290	.21
131	291	1.26
	Total	12.84 acres

more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the said land) became transferred to and/or vested in the Central Government on and from 1st April, 1974.



МОН. Білімдік Басқарма
Астана қаласы, Мәңгі 24-7 аймағы

18/7/07

AND WHEREAS the Central Government had transferred the custody and ownership of the said mill and the said land to the Vendor herein by virtue of the provisions of the said Act

AND WHEREAS the Vendor thus became seised and possessed of and/or otherwise well and sufficiently entitled to All That the said land.

AND WHEREAS the said land has been duly mutated with the Panihati Municipality and having municipal premises No. 150, Barrackpore Trunk Road, Kolkata in Ward No. 14.

AND WHEREAS the Board for Industrial & Financial Reconstruction (BIFR) has sanctioned the rehabilitation scheme of the Vendor by its order dated 15th February, 2002 and approved sale of its assets including surplus land.

AND WHEREAS the Vendor has in order to dispose of the said land floated a tender dated the 19th day of January, 2007 for sale of the said land on as is where is and as is what is basis.

AND WHEREAS pursuant to the said tender notice the Purchaser had submitted its bid on the 20th day of February, 2007 for a sum of Rs.61,00,00,661/- (Rupees sixtyone crores six hundred sixtyone only).

AND WHEREAS the said bid was ultimately accepted by the Vendor and thereupon the Purchaser has paid to the Vendor a sum of Rs.15,25,00,166/- (Rupees fifteen crores twentyfive lakhs one hundred sixtysix only) as earnest money.

AND WHEREAS the Purchaser has simultaneously with the execution of these presents paid the balance consideration of Rs.45,75,00,595/- (Rupees forty five crores seventy five lacs five hundred ninety five only) to the Vendor.



मध्य प्रदेश राज्य
वाराणसी जिला

18/7/07

AND WHEREAS since there was a delay in payment of the said consideration, the Purchaser became liable to pay delayed interest upto the date of payment i.e. upto the 18th day of July, being a sum of Rs.1,23,86,985/- (Rupees one crore twenty three eighty six thousand nine hundred eighty five only) and has simultaneously with the execution of these presents duly paid the said interest which does not form part of the sale consideration for the purpose of stamp duty.

AND WHEREAS the Vendor has offered to sell All That the said 26.71 acres of land comprised in various Dag Nos. land and the Purchaser has agreed to purchase upon physical verification on as is where is and as is what is basis at and for the consideration of a sum of Rs.61,00,00,661/- (Rupees sixty one crores six hundred sixty one only),

NOW THIS INDENTURE OF SALE WITNESSETH as under :-

That in pursuance of the said agreement and in consideration of the said sum of Rs.61,00,00,661/- (Rupees sixty one crores six hundred sixty one only) paid by the Purchaser herein into the Vendor before execution of these presents (the receipt of which sum the Vendor doth hereby acknowledge as the full consideration) the Vendor doth hereby grant, convey, and assign by way of absolute sale unto the Purchaser All That the piece and parcel of land containing an area of 26.71 acres more or less situate lying at and being municipal premises no. 150, Barrackpore Trunk Road, Ward no. 14 of Panihati Municipality District North 24 Parganas comprised in the following :-
Mouza Sukhchar, P.S. Khardah, R.S. Khatian no. 88 L.R. Khatian no. 1839 comprised in :

3446	.30
3422	.13
3420	.33
3426	.26
3413	.06

3416	.30
3423	.01
3468	.23
3469	.06
3470	.59
3470/3540	.28
3471	.13
3450	.84
3447	1.46
3450/3558	.22
3450/3459	.31
3472	.72
3477	.76
3466	.19
3475	.26
3464	.09
3465	.18
3473	.41
3474	.20
3467	.10
3452	1.30
3453	.12
3452/3539	.18
3421	.39
3454	.21
3451	.23
3424	.54
3425	.04
3432	.44
3460	.06
3461	.22
3462	.20
3463	1.41
3460/3538	.11
Total	13.87
	Acres

And in Mouza Rambhadrabati J.L. No. 7 P.S. Khardah, L.R. Khatian no. 940 comprised in :

R.S. Khatian no.	Dag no.	Area
116	283	.78
117	284	.26
126	287	1.39
127	286	3.17
128	288	1.74

127/357	285	.41
131/352	292	1.17
129/363	282	.11
129	289	2.34
130	290	.21
131	291	1.26
	Total	12.84 acres

more fully and particularly described in the Schedule hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour RED thereon (hereinafter referred to as the said property) together with building fixtures etc. with all the estate, right, title and interest of the Vendor herein together with all other right, easements, advantages, privileges and appurtenances whatsoever in the said piece and parcel of land TO HAVE AND TO HOLD the same unto the Purchaser herein absolutely free from all encumbrances, claims, demands, attachments and charges of all claim but subject however to the payment of all Government assessment and other taxes payable to the Government or any other Local Authorities in respect of the said land and property more particularly described in the Schedule hereunder the delineated in the plan attached hereto and coloured RED thereon together with all ways, waters, watercourses thereto, whatever in the said piece or parcel of land more fully described in the Schedule hereunder and hereby conveyed, the Vendor convenient and confirm that all rents, rates, taxes, assessment dues, duties on the said property have been paid by them upto and including the date of these presents and further convenient that should any rates, taxes, dues and duties be found payable upto date, the same shall and will be paid by the Vendor.

AND the Vendor doth hereby convenient with the said Purchaser that the Vendor have good right, title, interest and full power to grant, convey and assign the said piece and parcel of property more particularly described in the Schedule hereunder and delineated in the plan attached hereto and coloured RED thereon in the manner aforesaid and that the said property is free from all encumbrances, claims, demands and other

court attachments and that the Purchaser may quietly enter into and enjoy the same, and realize the rents and profits of the said property without any lawful interruption, claims, demand or disturbances whatsoever from the said Vendor or any other person or persons, claiming through, under or in trust for the said Vendor. And that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor and sufficiently saved, defended, kept, harmless and indemnified of, from and against all former and other estates, titles and charges and/or encumbrances whatsoever had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it and all persons having or lawfully or equitably claiming any estate, right, title or interest in law or in equity in all said property hereby assigned, transferred or any part thereof by, from or in trust for the Vendor or its successors, assigns and representatives shall and will from time to time.

AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed or knowingly or willingly suffered to the contrary, has right, title or interest to the said property not becoming void or voidable or the Vendor doth hereby covenant with the Purchaser that there is no mortgage, charge or lien or other encumbrances on the said property and the Vendor doth hereby further covenant with the Purchaser that the Purchaser, its visitors, servants, agents and licensees from time to time and at all times hereafter by way right at its or their free will and pleasure for all purposes connected with the use and enjoyment of the said property hereby conveyed and assured or expressed so to be to go to return, pass and re-pass with or without vehicles of all description (including mechanically propelled vehicles) laden or unladen and with or without animals over the common road and the Vendor declares that it has

handed over to the Purchaser all documents of title relating to, belonging to or connected with the said property and the Vendor declares and confirms that he does not have any other documents of title and should come in possession of any evidence or document of or relating to title, it shall and will hand over or cause to be handed over to the Purchaser or any person claiming through or under the Purchaser.

AND, lastly the Vendor doth hereby confirm that it had handed over to and placed the Purchaser in possession of the said property hereby granted, conveyed, transferred and assigned unto the Purchaser.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land containing an area of 26.71 acres more or less situate lying at and being municipal premises no. 150, Barrackpore Trunk Road, Ward no. 14 of Panihati Municipality District North 24 Parganas comprised in the following :-
Mouza Sukhchar, P.S. Khardah, R.S. Khatian no. 88 L.R. Khatian no.1839 and as per mutation certificate dated 25th October, 2005 issued by the Revenue Officer, BLLRO, Barrackpore Block II, is comprised in :

3446	.30
3422	.13
3420	.33
3426	.26
3413	.06
3416	.30
3423	.01
3468	.23
3469	.06
3470	.59
3470/3540	.28
3471	.13
3450	.84
3447	1.46
3450/3558	.22
3450/3459	.31
3472	.72
3477	.76

3466	.19
3475	.26
3464	.09
3465	.18
3473	.41
3474	.20
3467	.10
3452	1.30
3453	.12
3452/3539	.18
3421	.39
3454	.21
3451	.23
3424	.54
3425	.04
3432	.44
3460	.06
3461	.22
3462	.20
3463	1.41
3460/3538	.11
Total	13.87 Acres

And in Mouza Rambhadrabati J.L. No. 7 P.S. Khardah, L.R. Khatian no. 940 and as per mutation certificate dated 25th October, 2005 issued by the Revenue Officer, BLLRO, Barrackpore Block II, is comprised in :

R.S. Khatian no.	Dag no.	Area
116	283	.78
117	284	.26
126	287	1.39
127	286	3.17
128	288	1.74
127/357	285	.41
131/352	292	1.17
129/363	282	.11
129	289	2.34
130	290	.21
131	291	1.26
	Total	12.84 acres

Barisal

butted and bounded in the manner following, that is to say :-

- ON THE NORTH : By municipal road
- ON THE EAST : railway line
- ON THE SOUTH : by land belonging to Bhandari Motam & Raja Biscuits
- ON THE WEST : B.T. Road

IN WITNESS WHEREOF the Vendor has hereunto set its hand to this indenture of sale on the day, month and year first above herein written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata in the presence of :

व.पी.पी. (एच.पी.पी.पी.) लिमिटेड
N T. C. (W.B.A.B.O.) Ltd
६, ६; एच. जे. रोड
६ J. L. Nehru Road,
कोलकाता / Kolkata-1

*J. Solicitor
Kolkata*

*(Sreekanth Chatterjee
S.M. Law)
Kolkata
(SREEKANT CHATTERJEE)*

Barisal
B. B. Barikar
General Manager (Technical)

RECEIVED of and from the within-named Purchaser the withinmentioned sum of Rs.61,00,00,661/- (Rupees sixtyone crores six hundred sixtyone only) being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

Approved
Paid by Pay Order no. 649836 dated 5th April, 2007 issued by Oriental Bank of Commerce Rs. 15,25,00,166/-

Paid by Pay Order no. 974690 dated 18th July, 2007 issued by Allahabad Bank, International Branch, Kolkata Rs. 45,75,00,595/-

Total - Rs. 61,00,00,661/-

(RUPEES SIXTYONE CRORES SIX HUNDRED SIXTYONE ONLY)

WITNESSES:

Sreekanth
Sreekanth
Sreekanth
(SREEKANTACHATTERJEE)

एन.टी.सी. (एम्.बी.ए.पी.सी.) लिमिटेड
N T. C. (W.B.A.B.O.) Ltd
8, जे. एल. नेहरु रोड,
कोलकाता / Kolkata-13.

Approved
S. De Sarkar
General Manager (Technical)

REC'D FORM FOR TEN FINGERPRINTS

SI
No. Signatures
Of the
executants/
and/or
purchaser
Presentans

Booth

	Ring	Middle (left)	Fore Hand)	Little
Thumb	Fore	Middle (right)	Ring Hand)	Little
Little	Ring	Middle (left)	Fore Hand)	Thumb
Thumb	Fore	Middle (right)	Ring Hand)	Little
Little	Ring	Middle (left)	Fore Hand)	Thumb
Thumb	Fore	Middle (right)	Ring Hand)	Little

Book No. 10
Volume No. 2
Page No. 10
Page No. 10
For the year 1960

Book No. 10
Page No. 10



Signatures
Of the
executants/
and/or
purchaser
Presentans

K. J. [Signature]

	Little	Ring	Middle (left)	Fore Hand	Thumb
	Thumb	Fore	Middle (right)	Ring Hand	Little
2.					
	Little	Ring	Middle (left)	Fore Hand	Thumb
	Thumb	Fore	Middle (right)	Ring Hand	Little
3.					
	Little	Ring	Middle (left)	Fore Hand	Thumb
	Thumb	Fore	Middle (right)	Ring Hand	Little

THE PLAN OF BANGSREE COTTONMILL AN UNTOF NATIONAL TILE CORP. LTD (W.B.A. LTD)
P.O. GUKCHAR. P.S. KHARDAH MOUZA-GUKCHAR. R.9. NO.-14. J.L. NO.-9. TQUR/NO.156. CONSISTING
R. DAG. NO.- 3413, 3416, 3420, 3421, 3422, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492.
IND MOUZA - RAMBHADRABAT. J.L. NO.-7 CONSISTING L.R. DAG. NO.- 287, 289, 284, 289, 286, 281, 288, 289, 290, 291, 292.
PREMISE NO.-187/E. WARD NO.-14 NEAR EKFORROAD (GIRJA MORE) UNDER THE PANHATI MUNICIPALITY, DIST.24PG(SWORTH) STATE, WEST BENGAL.

ACQUISITION

MOUZA	ARABLE ACRES
MIS	13.87
LAND DATE	13.09
TOTAL	26.71

NOTE:
 (1) SUDO ANP, SHANTINIDYAN
 (2) BOUNDARY MAP FOR PROPERTY
 SURVEY NUMBER 187/E

SHANTINIDYAN



DATED THIS 18th DAY OF July 2007

B E T W E E N

NATIONAL TEXTILES CORPORATION
(WEST BENGAL, ASSAM, BIHAR,
ORISSA) LIMITED

A N D

HAPPY HIGHRISES LIMITED

C O N V E Y A N C E

VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.