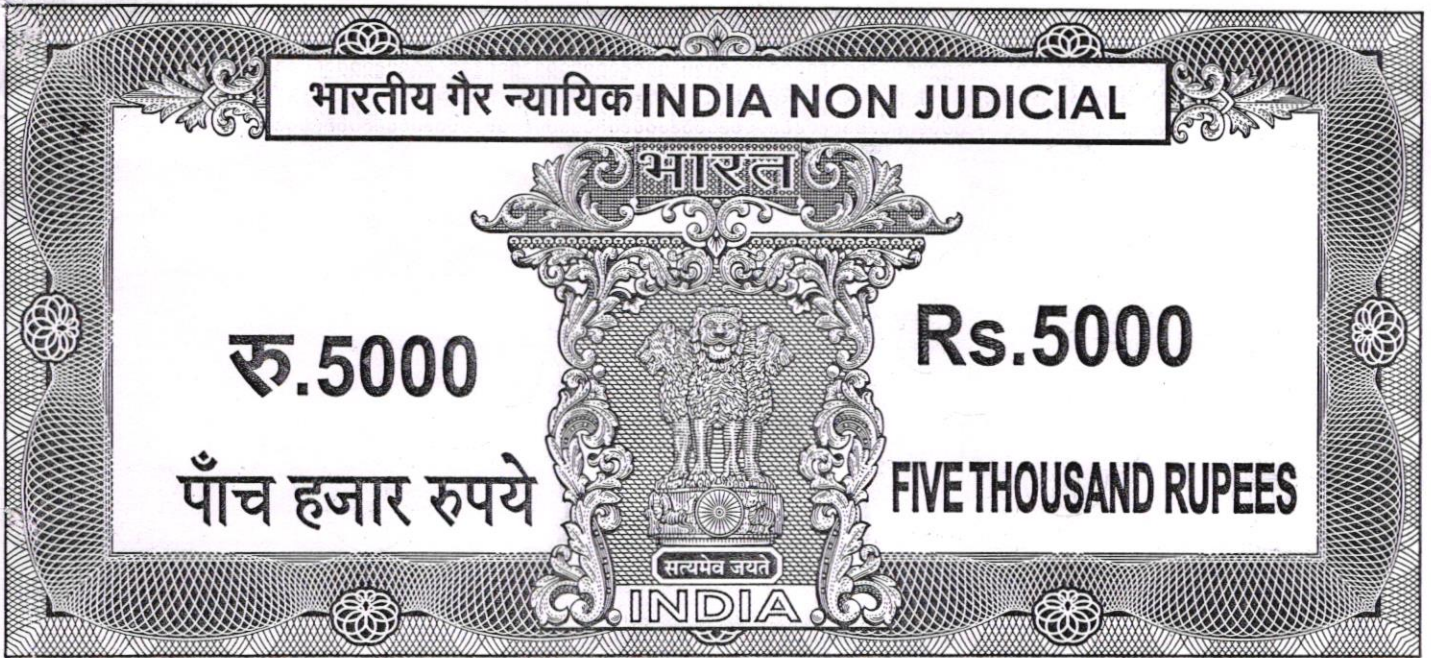


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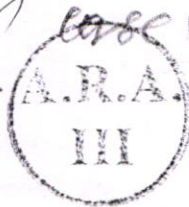


8594/09
~~8594/09~~
 28/8/09

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

5000

475647



Case No-965

BD-035296

Dt-04/08/09

~~BD-6601000~~

M/V रु 9, 43, 68, 569 = 50

Registered by bank draft

1) BD-070839-Dt-29/08/09-Rs 31394

2) BD-036375-Dt-29/08/09-Rs-1035000

1038139

Certified that the Document is admitted to Registration for the purpose of the Act and the endorsement on the Document are the part of the Document.

31.8.09

Additional Registrar of Assurances-III, Kolkata

SN-45001
 8165000007

THIS INDENTURE of sale made on the 28th day of August 2009 between **NATIONAL TEXTILE CORPORATION LIMITED** a company incorporated under the Companies Act, 1956 having its Registered Office at Premises No. 7 Lodhi Road, Scope Complex, New Delhi - 110 003 (and having I.T. PAN No. AABCN5649Q) represented by

11.0-475

A-1038048
 E-7
 G-33
 M(a)-25
 M(b)-11

AB S

10381394

Sl. No. 43480
 Name: Happy Suraksha Pvt. Ltd.
 Address: 2/5 Sarat Bose Rd.
 Rs. 5000/-
 Calcutta Collectorate,
 11, Netaji Subhas Rd.,
 Calcutta - 1
 Date: - 2 JUL 2009
 Licensed Stamp Vendor.
 KOL-20.

presented for registration at
 on the day of
 at his/her residence by

[Signature]
 Additional Registrar of
 Assurances Ltd Kolkata
 28 AUG 2009

Happy Suraksha Pvt. Ltd.

Ashok Saraf
 Director

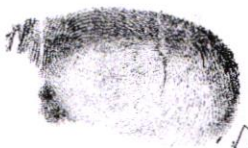


6067 ✓

Happy Suraksha Pvt. Ltd.

Ashok Saraf
 Director

(ASHOK SARAF)



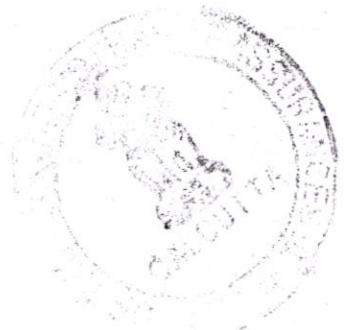
6068 ✓

S. De Sarkar
 S. De Sarkar

General Manager (Tech)

NTC LTD. Sub-office, Kolkata,
 6, J. L. Nehru Road
 Kolkata-700 013

SUBRATA DE SARKAR.



AMITAVA BANERJEE
 Son of Late Kalachand Banerjee
 c/o, N.T.C Ltd
 6, J. L. Nehru Rd, Kolkata-70013
 Service

[Signature]
 Additional Registrar of
 Assurances Ltd Kolkata
 28 AUG 2009

its duly authorized signatory Sri SUBRATA DE SARKAR son of Late P.K. De Sarkar hereinafter referred to as the **VENDOR** (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 **ONE PART**

AND

HAPPY SURAKSHA PVT. LTD. a company incorporated under the Companies Act, 1956 and having its Registered Office at 2/5, Sarat Bose Road, Kolkata - 700 020, (and having I.T. PAN No. AABCH8180N) and represented by its Director Mr. Ashok Saraf son of Sri Santosh Kumar Saraf, 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 National Textile Corporation Limited, the Vendor above named, had by means of nationalization under the Sick Textiles Undertaking (Nationalisation Act), 1974 had acquired the custody and ownership of the sick mill namely **Bengal Fine Spg. & Wvg. Mills No. -I, Konnagar, District - Hooghly West Bengal** which included the land being All that the piece and parcel of land containing an area of **14.584 Acres** (more or less) situate lying at and being municipal Premises no. **61, Lal Bahadur Shastri Road (formerly Haren Chandra Banerjee Lane), Ward No. 15, Under Konnagar Municipality** comprised in the following L.R. Dag Nos., **P.S. Uttarpara, Mouza: Konnagar, J.L. : 7, L.R.Khatian No. 11690, Post : Konnagar, District : Hoogly. West Bengal.**

Sl. No.	L.R. Dag No.	Nature of Land	Area (Acres)
1.	3033	Danga	5.384
2.	3034	Factory	5.947
3.	3035	Pukur	1.538
4.	3033/4099	Pukur	0.755
5.	3033/4100	Vastu	0.960
		Total	14.584

Ar. B.



Additional Registrar of
Assurance III Kolkata
28 AUG 2005

As informally provided by the office of BL & LRO Srerampore, Uttarpara. And the land is 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 01.04.1974.

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 seized and possessed of and / or otherwise well and sufficiently entitled to All That the said land free from all encumbrances.

AND WHEREAS the said land has been duly mutated in the name of the Vendor with the Konnagar Municipality and having municipal premises No. **61, Lal Bahadur Shastri Road (formerly Haren Chandra Banerjee Lane), Ward No. 15, Konnagar, District : Hooghly, West Bengal.**

AND WHEREAS the Board for Industrial & Financial Reconstruction (BIFR) has sanctioned the rehabilitation scheme of the Vendor by its order dated 15.02.2002 and approved the sale of its assets including the land.

AND WHEREAS the Vendor has in order to dispose off the said land floated a tender notice dated the 21.06.2007 for sale of the said land on "as is where is basis and as is what is basis".

AND WHEREAS pursuant to the said tender notice the Purchaser had submitted its bid on the 21.07.2007 for a sum of Rs. 8,65,00,000/- (Rupees eight crores and sixty five lacs 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. 2,16,25,000/- (Rupees two crores sixteen lacs twenty five thousand only) as the 1st installment.

AND WHEREAS the Purchaser has also paid the balance consideration of Rs. 6,48,75,000/- (Rupees Six crores forty eight lacs seventy five

Wm. B.



Additional Registrar of
Assurances III Kolkata
28 AUG 2009

thousand only) to the Vendor, thus the total consideration of Rs. 8,65,00,000/- was duly paid by the Purchaser to the Vendor.

AND WHEREAS since there was a delay in payment of the said balance consideration, the Purchaser became liable to pay delayed payment interest upto the date of payment i.e., upto 19/12/07 being a sum of Rs. 15,15,393/- (Rupees fifteen lacs fifteen thousand three hundred and ninety three 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 payment of stamp duty.

AND WHEREAS the Vendor has offered to sell and the Purchaser has agreed to purchase on as is where is and as is what is basis All That the said land at and for the consideration of a sum of Rs. 8,65,00,000/- (Rupees eight crores and sixty five lacs 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. 8,65,00,000/- (Rupees eight crores and sixty five lacs only). paid by the Purchaser herein unto the Vendor before execution of these presents (the receipt of which sum the Vendor doth hereby acknowledge as the full consideration) and the Vendor doth hereby grant, convey and assign by way of absolute sale unto the purchaser All that piece and parcel of land containing an area of **14.584 Acres** (more or less) situated lying at and being municipal premises no. **61, Lal Bahadur Shastri Road (formerly Haren Chandra Banerjee Lane), Ward No. 15, Under Konnagar Municipality** comprised in the following **L.R. Dag Nos. Mouza : Konnagar, P.S. : Uttarpara, J.L. : 7, L.R.Khatian No. 11690, Post : Konnagar, Dist : Hoogly West Bengal.**

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5.	3033/4100	Vastu	0.960
		Total	14.584

AS

Together with all the estate, right, title and interest of the Vendor herein together with all other rights, 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 but subject however to the future payment of all Government assessment and other taxes payable to the Government or any other Local Authorities in respect of the said land more particularly described in the Schedule hereunder, 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 written and hereby conveyed, the Vendor covenants and confirms that all rents, rates, taxes, assessment dues, duties on the said property have been paid by them upto the date of payment of full consideration and further covenant that should any rates, taxes, dues and duties be found payable upto that date, the same shall and will be paid by the Vendor.

AND the Vendor doth hereby covenant with the said Purchaser that the Vendor has a good right, title, interest and full power to grant, convey and assign the said piece and parcel of land more particularly described in the Schedule hereunder written 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, liens, lispendens, attachments, mortgages, charges, alignments, acquisitions or requisitions, claims, demands and other court attachments of any nature whatsoever and howsoever and that the Purchaser may quietly enter into and enjoy the same, and realize the rents, issues and profits of the said property without any lawful interruption, claims, demand or disturbance whatsoever from the said Vendor or any other person or persons claiming through, under or in trust for the said Vendor. The Vendor further confirms that there are no revenue arrears or other dues pertaining to the said land up to the date of receipt of final consideration 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

Wm. B.



Additional Registrar of
Assurances III Kolkata
28 AUG 2005

against all former and other estates, titles and charges and/ or encumbrances whatever 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 the said property hereby assigned, transferred or any part thereof by, from or in trust for the Vendor or its successors, assignees 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, the Vendor has the 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 any other encumbrance 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 repass with or without vehicles of all descriptions (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 they do not have any other documents of title and should they come in possession of any evidence or document of or relating to title, they shall and will hand over or cause to be handed over to the Purchaser or any person claiming through or under the Purchaser.

AND, 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.

AND lastly the Vendor doth hereby confirms that the said land is free from encumbrances, liens, lispensens, attachments, mortgages, charges,

AS. B.



Additional Registrar of
Assurances in Bolivia
28 AUG 2009

alignments, acquisition or requisitions of any nature whatsoever and howsoever and there is no labour liability or outstanding. The Vendor further confirms that there are no revenue arrears or other dues pertaining to the said land up to the date of receipt of final consideration.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land containing an area of **14.584 Acres** (more or less) and lying situate at and being Municipal Premises no. **61, Lal Bahadur Shastri Road (formerly Haren Chandra Banerjee Lane), Ward No. 15,, of the Konnagar Municipality** comprised in the following **L.R. Dag Nos. Mouza : Konnagar, P.S. Uttarpara, J.L. : 7, L.R.Khatian No. 11690, Post : Konnagar, Dist : Hoogly, West Bengal.**

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3.	3035	Pukur	1.538
4.	3033/4099	Pukur	0.755
5.	3033/4100	Vastu	0.960
		Total	14.584

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

North : Others landed properties.
 South : Lal Bahadur Shastri Road
 (formerly Haren Chandra Banerjee Lane)
 East : Others landed properties.
 West : Lal Bahadur Shastri Road
 (formerly Haren Chandra Banerjee Lane)

And the said land is bordered **RED** on the map or plan annexed hereto.

Am. B/



Additional Registrar of
Companies, Calcutta
28 AUG 2005

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set their respective hands and seals to this indenture of sale on the day, month and year first above herein written.

SIGNED SEALED AND DELIVERED

BY THE **VENDOR** through its _____
Mr. SUBRATA DE SARKAR and
the Common Seal of the Vendor has
been affixed in the presence of Mr.
AMITAVA BANNERJEE and Mr. MOHD.
ZAFRUDDIN Executives
who have been so authorized by a Resol-
ution of the Board of Directors of the Ve-
ndor and who have also signed and ex-
ecuted these presents at Kolkata in the
presence of .

1. A Banerjee. Amitava Banerjee .
6, J.L. Nehru Road, Kol-700013
CO N.T.C Ltd

2. Mr. Zafaruddin -
6, J.L. Nehru Road Kol-700013
CO N.T.C Ltd

SIGNED SEALED AND DELIVERED

BY THE **PURCHASER** AT KOLKATA in
the presence of :-

1. Sunehendu Kr. Samanta .
215, Sarat Bose Road
Kol-20.

2. Jeetendra Singh
2 Garstin Place
Kol-1

S. De Sarkar
S. De Sarkar
General Manager (Tech)
NTC LTD. Sub-office, Kolkata
6, J. L. Nehru Road
Kolkata-700 013

Happy Suraksha Pvt. Ltd.
Ashok Saraf
Director

Drafted by me
K. C. Kamraker
Advocate
High Court, Calcutta



Hobby Surksaha Pvt. Ltd.

Director

Additional Administrative
Services
8 AUG 2009

MEMO OF CONSIDERATION

RECEIVED of and from the within- named Purchaser the within mentioned sum of Rs. 8,65,00,000/- (Rupees eight crores and sixty five lacs only) being the full consideration money as per Memo below.

SL. No.	Bankers Cheques/ Cheques No.	Cheque Date	Amount	Drawn on	Branch
1.	179673	05/09/2007	2,16,25,000/-	Oriental Bank of Commerce	SSI Branch Kolkata
2.	212557	28/11/2007	2,51,00,000/-	Indian Bank	Sarat Bose Road, Kolkata.
3.	691734	17/12/2007	1,58,00,000/-	Indian Bank	Sarat Bose Road, Kolkata.
4.	691754	19/12/2007	1,67,00,000/-	Indian Bank	Sarat Bose Road, Kolkata.
5.	212563	19/12/2007	72,75,000/-	Indian Bank	Sarat Bose Road, Kolkata.
			8,65,00,000/-		

(RUPEES EIGHT CRORES AND SIXTY FIVE LACS ONLY)

WITNESSES :

1. Amitara Banerjee .

2. Md. Zafaruddin .

S. De Sarkar
S. De Sarkar
General Manager (Techn
NTC LTD. Sub-office, Kolkata,
6, J. L. Nehru Road
Kolkata-700 013

VENDOR



Additional Registrar of
Assurances & Kolkata
28 AUG 2005

Government Of West Bengal
Office of the A.R.A.-III KOLKATA
5 Government Place (North)
Endorsement For deed Number :I-01382 of :2009
(Serial No. 06061, 2009)

On 28/08/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 18.10 hrs on :28/08/2009, at the Private residence by Ashok Saraf, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 28/08/2009 by

1. Subrata De Sarkar, General Manager (Tech.), National Textile Corporation Ltd., 7 Lodhi Road Scope Complex, New Delhi- 110 003, profession :Others
 2. Ashok Saraf, Director, Happy Suraksha Pvt Ltd, 2/5 Sarat Bose Road, Kol- 20, profession :Others
- Identified By Amitava Banerjee, son of Lt Kalachand Banerjee C/o. N T C Ltd 6 J L Nehru Road Kol- 13 Thana: ., by caste Hindu, By Profession :Service.

Name of the Registering officer : **Prabhat Kr Ghosh**
Designation : **ADDITIONAL REGISTRAR OF ASSURANCE-III**

On 31/08/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23,5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

Payment of Fees:


Fee Paid in rupees under article : A(1) = 1038048/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on:31/08/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs- 94368569/-

Certified that the required stamp duty of this document is Rs 6605810 /- and the Stamp duty paid as: Impresive Rs- 5000

Deficit stamp duty


[Prabhat Kr Ghosh]
ADDITIONAL REGISTRAR OF ASSURANCE-III
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-III OF
KOLKATA
Govt. of West Bengal 21.8.09

Government Of West Bengal
Office of the A.R.A.-III KOLKATA
5 Government Place (North)
Endorsement For deed Number :I-01382 of :2009
(Serial No. 06061, 2009)

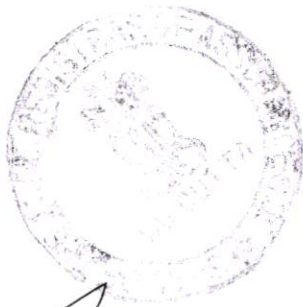
Deficit stamp duty Rs 6601000/- is paid, by the draft number 035296, Draft Date 04/08/2009 Bank Name State Bank Of India, KOLKATA, received on :31/08/2009.

Name of the Registering officer : **Prabhat Kr Ghosh**
Designation : **ADDITIONAL REGISTRAR OF ASSURANCE-III**



[Prabhat Kr Ghosh]
ADDITIONAL REGISTRAR OF ASSURANCE-III
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-III OF
KOLKATA

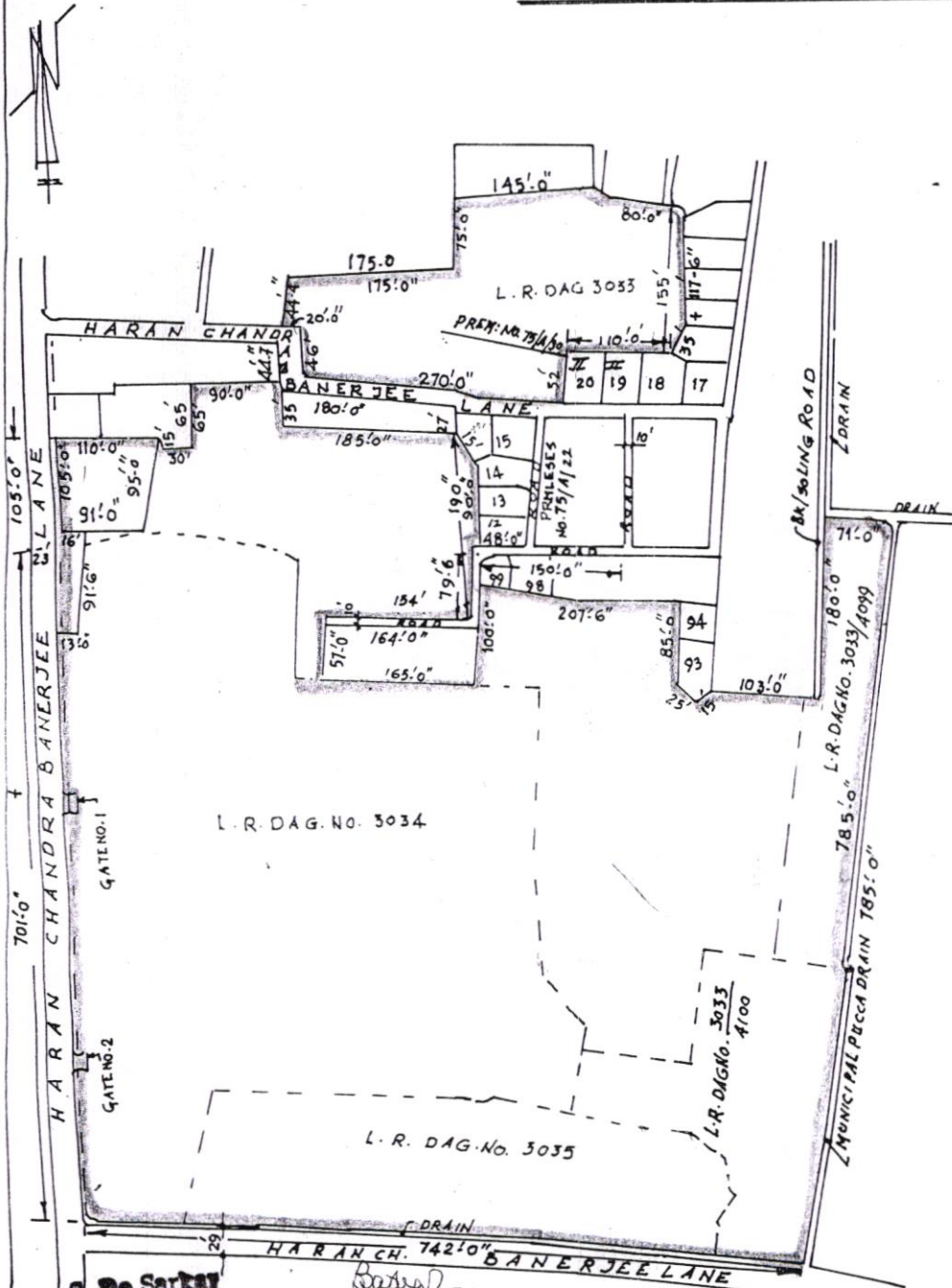
Govt. of West Bengal 31.8.09



Additional Department of
Agriculture Information
31 AUG 2009

DEED PLAN OF PREM: NO-61, LALBAHADUR SABTRI ROAD (H.C. BANERJEE LANE)
 CONSISTING L. R. DAG NO-3033, 3033/4099, 3033/4100, 3034, & 3035 L. R. KHATIAN
 NO. 11690. MOUZA - KONNAGAR, J.L. NO. 7, P. S. - UTTARPARA, DIST. - HOOGLY
 WARD NO-15. UNDER THE KONNAGAR MUNICIPALITY,
 AREA OF LAND- 14.584 ACRES (MORE OR LESS)

AREA OF SOLD PORTION SHOWN IN RED COLOUR MARK



S. De Sarkar
 General Manager (Techn)
 NTC LTD. Sub-office, Kolkata,
 6, J. L. Nehru Road
 Kolkata-700 013

SIG: OF VENDOR

Happy Suraksha Pvt. Ltd.
 Adhikar of
 Director

DRNEY

Ranjit Chakravorty
 Ranjit Chakravorty
 5700/20
 Ranjit Chakravorty

Handwritten signature



Additional Registrar of
Assurances III Kolkata
28 AUG 2009

Happy Sushanta Pvt. Ltd.

Director

NAME...SUBRATA DE SARKAR .

SIGNATURE...*Subrata*



LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

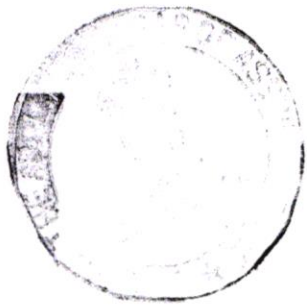
NAME...ASHOK SARAF

SIGNATURE...*Ashok Saraf*



LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE




Additional Registrar of
Assurances (M) Kolkata
28 AUG 2000

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 2277 to 2291
being No 01382 for the year 2009.




(Prabhakar Kr Ghosh) 31-August-2009
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A.-III KOLKATA
West Bengal

31-8-09

DATED THIS THE 28th DAY OF
AUGUST, TWO THOUSAND AND NINE

BETWEEN

NATIONAL TEXTILE CORPORATION
LIMITED
(VENDOR)

AND

HAPPY SURAKSHA PVT. LTD.
(PURCHASER)

CONVEYANCE

SANJAY KUMAR DAGA
ADVOCATE,
2, GARSTIN PLACE,
1ST FLOOR
KOLKATA - 700 001.