

12388

11611

11-50

23233/10

m.u. 715 500/-

Gift in favour of Municipality.

Certified that the documents admitted to registration, the signature sheet and the endorsement sheets attached with this document are the part of this document.

Add. District Sub Registrar
Barrackpore, 24 Pgs. (N)

10 NOV 2010

DEED OF GIFT

THIS DEED OF GIFT is made on this the 11th day of NOVEMBER, 2010
(Two Thousand Ten).

BETWEEN

HAPPY HIGHRISES LIMITED a Company incorporated under the Companies Act, 1956, having its registered office at Godrej Bhavan, 4th Floor, 4A Home Street, East, Mumbai - 400001 and it's office at "The Legacy" unit No. - 23, 25A Shakespeare Sarani, Kolkata - 700017, represented by its authorised signatory **SRI KETAN SENGUPTA** son of Late Asru Mukul Sengupta, hereinafter called and referred to as the "**DONOR**" (which terms or 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.**

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AS

AND

THE PANIHATI MUNICIPALITY, a Municipality established under West Bengal Municipal Act, 1993, having its principal office at B. T. Road, North 24 Parganas, represented by the Chairman, **SRI CHARAN CHAKRABORTY**, son of Late Asutosh Chakraborty, hereinafter called and referred to as the "**D O N E E**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successor / Successor-in-office and/or 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** 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 ,J.L.No. 9, P.S. – Khardah , R. S. Khatian No. 88 , L. R. Khatian No. 1886 comprised in :

R.S.Plot No.	Area(in Acres)
3446	0.30
3422	0.13
3420	0.33
3426	0.26
3413	0.06
3416	0.30
3423	0.01
3468	0.23
3469	0.06

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3470	0.59
3470/3540	0.28
3471	0.13
3450	0.84
3447	1.46
3450/3558	0.22
3450/3559	0.31
3472	0.72
3477	0.76
3466	0.19
3475	0.26
3464	0.09
3465	0.18
3473	0.41
3474	0.20
3467	0.10
3452	1.30
3453	0.12
3452/3539	0.18
3421	0.39
3454	0.21
3451	0.23
3424	0.54
3425	0.04
3432	0.44
3460	0.06
3461	0.22
3462	0.20
3463	1.41
3460/3538	0.11
Total	13.87 Acres

ADM

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

R. S. Plot No.	L.R.Plot No	Area (in Acres)
116	283	0.78
117	284	0.26
126	287	1.39
127	286	3.17
128	288	1.74
127/357	285	0.41
131/352	292	1.17
129/363	282	0.11
129	289	2.34
130	290	0.21
131	291	1.26
	Total	12.84 Acres

(Hereinafter referred to as the "Said Entire Land")

AND WHEREAS the Central Government had transferred the custody and ownership of the said mill and the said entire land to the NATIONAL TEXTILES CORPORATION (WEST BENGAL , ASSAM , BIHAR & ORISSA) LIMITED by virtue of the provisions of the said Act.

AND WHEREAS the said NATIONAL TEXTILES CORPORATION LIMITED thus became seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said entire Land.

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

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AND WHEREAS the Board for Industrial & Financial Reconstruction (BIFR) has sanctioned the rehabilitation scheme of the NATIONAL TEXTILES CORPORATION LIMITED by its order dated 15th February , 2002 and approved Sale of its assets including the said entire land.

AND WHEREAS said NATIONAL TEXTILES CORPORATION LIMITED had in order to dispose of the said entire land floated a tender dated the 19th day of January , 2007 for sale of the said entire land on as is where is and as is what is basis.

AND WHEREAS pursuant to the said tender notice the DONOR herein had submitted its bid on the 20th day of February , 2007 for purchasing the said entire land.

AND WHEREAS the said bid was ultimately accepted by said NATIONAL TEXTILES CORPORATION LIMITED.

AND WHEREAS the said NATIONAL TEXTILES CORPORATION LIMITED offered to sell ALL THAT the said 26.71 Acres of land comprised in various Dag Nos. in Mouza – Sukhchar, J.L.No.9 and Rambhadrabati, J.L.No.7 and the DONOR herein agreed to purchase the said upon entire land physical verification.

AND WHEREAS by an Indenture of Conveyance dated the 18th day of July , 2007 made between NTC , therein referred to as the OWNER of the One Part and the DONOR herein , therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar , Barrackpore in Book No. 1 , Volume No. 2 , Pages 175 to 192 , Being No. 4760 for the year 2007 , the said OWNER therein for the consideration mentioned therein granted , transferred , conveyed, assigned and assured unto and in favour of the DONOR herein All That the said entire land absolutely and forever.

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AND WHEREAS the DONOR had applied for and obtained mutation in respect of the said entire land which was re-numbered as Municipal Holding No. - 187F/1 , Barrackpore Trunk Road , Kolkata – 700115 in Ward No. 14.

AND WHEREAS subsequently the DONOR had applied for conversion of the said entire land from Factory Land to Bastu or Homestead Land before Block Land and Land Reforms Officer , Barrackpore.

AND WHEREAS after scrutinizing the said application the concerned authority came to the conclusion that the DONOR was holding 2.51 acres of surplus land and for that the DONOR filed an application on 12th day of May 2008 , under Section 14Z of the West Bengal Land Reforms Act 1955 before the Principal Secretary and Land & Land Reforms Commissioner , West Bengal , for allowing it to hold surplus land.

AND WHEREAS the Memo No. V-Cell-38/4311/L&LR(N)/08 dated 19.09.2008 was issued by the Additional District Magistrate & District Land and Land Reforms Officer , Barasat in which the said ADM & DL & LRO , Barasat recorded his finding in respect of resumption of the surplus land containing an area of 2.51 acres in Mouza – Sukhchar , J.L.No.9 , P.S. – Khardah (1.176 acres) of Land and in Mouza – Rambhadrabati , J.L.No.7 , P.S. – Khardah (1.334 acres) of Land (hereinafter collectively referred to as the Surplus Land) and forwarded the same to the Joint Secretary , Land & Land Reforms Department for final consideration.

AND WHEREAS the Joint Secretary to the Government of West Bengal, Land & Land Reforms Department confirmed the finding of ADM & DL & LRO , Barasat and came to the conclusion that the DONOR was unable to retain the said surplus land and intimated the same to ADM & DL & LRO , Barasat by Memo No. 01(1)/235/08-ISJS(SR)-L dated 27th October , 2008.

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AND WHEREAS pursuant to the said decision of Joint Secretary to the Government of West Bengal , Land & Land Reforms Department the surplus land was ultimately resumed by the State of West Bengal under the supervision of the Revenue Officer on 11th day of November , 2008.

AND WHEREAS thus the DONOR herein is now absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and Parcel of land containing an area of 24.20 acres be the same a more or less out of the said entire land situate lying at and being part of Municipal Holding No. - 187F/1 , Barrackpore Trunk Road , Kolkata – 700115 in Ward No.14 of Panihati Municipality morefully and particularly described hereunder written (hereinafter collectively referred to as the 'Said Land') free from all encumbrances , charges , liens , lispensens , acquisitions , requisitions trust of Whatsoever nature.

Mouza - Sukhchar ,J.L.No.9, P.S. - Khardah , Modified R.S. Khatian No. - 1886 comprised in :

R. S. Plot No.	Area (in Acres)
3446	0.30
3422	0.13
3420	0.33
3426	0.26
3413	0.06
3416	0.30
3423	0.01
3468	0.23
3469	0.06

ARM

3470	0.59
3470/3540	0.28
3471	0.13
3450	0.84
3447	1.46
3450/3558	0.22
3459/3559	0.31
3472	0.72
3477	0.76
3466	0.19
3475	0.26
3464	0.066
3465	0.005
3473	0.41
3474	0.20
3467	0.061
3452	1.30
3453	0.042
3452/3539	0.124
3421	0.39
3424	0.54
3425	0.04
3432	0.44
3462	0.047
3463	1.359
3451	0.23
Total	12.694 Acres

And in Mouza - Rambhadrabati , J. L. No. 07 , P.S. - Khardah , L. R. Khatian
No. 1023 comprised in :

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L. R. Plot No	Area (in Acres)
282	0.065
283	0.78
284	0.26
285	0.41
286	3.17
287	1.39
288	1.74
289	2.34
290	0.174
291	1.007
292	0.17
Total	11.506 Acres

AND WHEREAS the DONEE has requested to the DONOR to transfer a parcel of land approximately admeasuring 1.3 acres out of the said land for the purpose of setting up a Water Treatment Plant.

AND WHEREAS the Donor has agreed to transfer to the Donee the said plot of land measuring more or less 1.3 Acres (or 3.93 Bighas) out of the said land morefully and particularly described in the schedule hereunder written and delineated by Red Colour in the Map or Plan annexed hereto (hereinafter referred to as " the said Property ") without any consideration.

AND WHEREAS the Donee has accepted the Gift and agreed to execute the work as per the terms and conditions mentioned below .

NOW THIS DEED OF GIFT WITNESSES AS FOLLOWS :-

That the DONOR above named in consideration of Public Welfare and Local Development and/or to enable the Local Public Body to undertake any project connecting the Water Treatment Plant , the Donor out of benevolent

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object has intended to transfer the entire said property with its lawful rights, title and interest to the Donee hereto by way of executing a proper Deed of Gift at their free will and without any force, compulsion or undue influence and with a keen desire to see that a **WATER TREATMENT PLANT** is constructed over the said property to supply the wholesome water to the public irrespective of caste, creed and class, hereby grant, convey and transfer by way of Gift to the Donee the said property shown in the annexed site plan by Red bordered boundary line for this specific purpose.

THE DONORS HEREBY COVENANT WITH
THE DONEE AS FOLLOWS :

- 1) That the property hereby is gifted in no uncertain terms for the specific purpose of constructing / projecting and / or instituting a **WATER TREATMENT PLANT** in order to supply wholesome water to the local people.
- 2) The rights granted transferred and conveyed herein which are specifically mentioned in the schedule herein below shall be quietly used and for the purpose of instituting a **WATER TREATMENT PLANT** and shall upon and hold and enjoyed by the Donee without deviating the purpose of gift causing interruption, disturbance, claim or demand whatsoever from or by the Donor or any person claiming through or under them or in trust for them.
- 3) The property hereby transferred is free from all sorts of encumbrances attachments and charges.
- 4) The Donor further covenant that they and any person claiming through them shall keep the Donee harmless and indemnified of and from or against all former and other estates, liens, encumbrances, attachments whatsoever made done or suffered by the Donor or any person claiming through them.

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- 5) That the Donor do hereby declare that the property which is hereby gifted, granted, transferred and conveyed to the Donee has not yet been acquired by any Government or by any local body or improvement trust whatsoever.
- 6) The Donee has agreed to bear and pay all the consequential charges including the Stamp Duty and Registration Fees of this Deed of Gift.

The estimated value of the property which is hereby gifted transferred and conveyed is Rs.only.

The Donor also declare that the annexed site plan is part and parcel of this indenture.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing an area of **1.3 Acres** (or **3.93 Bighas**) more or less situate lying at Mouza – Rambhadrabati , J. L. No. – 7, P.S. – Khardah , A. D. S. R. Barrackpore , L. R. Khatian No. 940 is comprised in :

R. S. Plot No.	L. R. Plot No.	Area (in Acres)
130	290(P)	0.174
129	289(P)	1.048
129/363	282(P)	0.065
131	291(P)	0.001
116	283(P)	0.012
Total		1.3

*** BUTTED AND BOUNDED IN THE MANNER FOLLOWING ***

- ON THE NORTH** : Ekford Road.
- ON THE SOUTH** : Land of HAPPY HIGHRISES LIMITED
- ON THE EAST** : Part of vested Land and Part land of HAPPY HIGHRISES LIMITED.
- ON THE WEST** : Land of HAPPY HIGHRISES LIMITED.

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OFFICE OF THE DISTRICT SUB-REGISTRAR
BARRACKPORE

NAME

KETAN SENGUPTA



Ketan Sengupta

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Ketan Sengupta

Signature

All the above finger prints are of the abovenamed person and attested the said person.

Name

Charan Chakrabarti



Charan Chakrabarti

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

Charan Chakrabarti RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. D. S. R. BARRACKPORE, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 12388 / 2010, Deed No. (Book - I , 11611/2010)

I . Signature of the Presentant

Name of the Presentant	Signature with date
Ketan Sengupta	<i>Ketan Sengupta</i> 16.11.2010

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ketan Sengupta Address -25a Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017	Self	 16/11/2010	 LTI 16/11/2010	<i>Ketan Sengupta</i>
2	Charan Chakraborty Address -B T Road, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-	Self	 16/11/2010	 LTI 16/11/2010	<i>Charan Chakraborty</i>

Name of Identifier of above Person(s)

Pradip Saha
Panshila, Thana:-Ghola, District:-North 24-Parganas,
WEST BENGAL, India, P.O. :-

Signature of Identifier with Date

Pradip Saha
16/11/10





Government Of West Bengal
Office Of the A. D. S. R. BARRACKPORE
District:-North 24-Parganas

Endorsement For Deed Number : I - 11611 of 2010
(Serial No. 12388 of 2010)

On

Payment of Fees:

On 10/11/2010

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 0 Exempted from stamp duty.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 10/11/2010

Exempted (on 10/11/2010)

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 11.50 hrs on :10/11/2010, at the Office of the A. D. S. R. BARRACKPORE by Ketan Sengupta ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

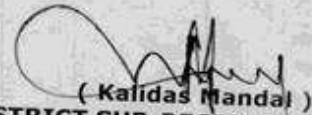
Execution is admitted on 10/11/2010 by

1. Ketan Sengupta
Authorised Signatory, Happy Highrises Limited, 4a Home Street, East Mumbai, MAHARASHTRA, India.
P.O. :- Pin :-400001 .
. By Profession : Service
2. Charan Chakraborty
Chairman, The Panihati Municipality, B T Road, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- .
. By Profession : Service

Identified By Pradip Saha, son of P Saha, Panshila, Thana:-Ghola, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Business.

(Kalidas Mandal)
ADDITIONAL DISTRICT SUB-REGISTRAR




(Kalidas Mandal)

ADDITIONAL DISTRICT SUB-REGISTRAR
EndorsementPage 1 of 1

16/11/2010 15:45:00

IN WITNESS WHEREOF the Donor herein, after going through the meaning , contents and purports of this Deed , Sign this Deed of Gift on the day, month and year referred to above.

SIGNED BY THE DONOR IN PRESENCE OF :

1)

2) Pradyip Sahu
Paudhivila, PS-Guhala
Kob-112.

HAPPY HIGHRISES LIMITED

Ketan Senbda
Authorized Signatory

SIGNATURE OF THE DONOR

I on behalf of the Panihati Municipality accepted the aforesaid Gift with an intend to execute the purpose mentioned in the instant Deed of Gift.

Charan Chakrabarti

SIGNATURE OF THE DONEE

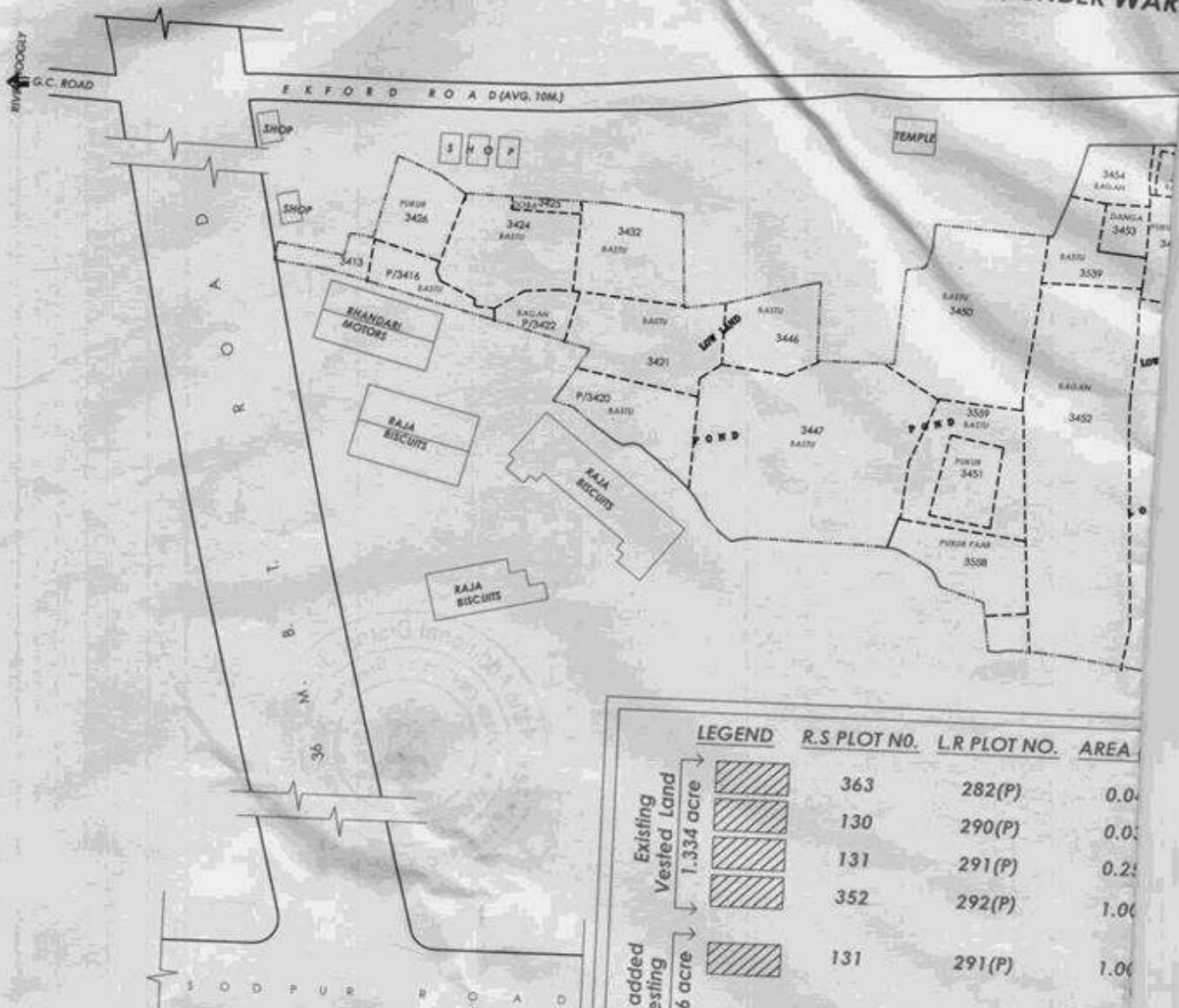
Deed prepared by me :

Animesh Roy
Advocate
Barasat Court
Enrolment NO
W.B. 175/05

Composed by me:

Pradyip Sahu
Paudhivila, PS-Guhala
Kob-112.

DEED PLAN FORMING PART OF THE FORGOING
 187F/1, B.T ROAD, KOLKATA-700115, P.S - KH
 A.D.SR - BARRACKPORE, UNDER WARL



LEGEND		R.S PLOT NO.	L.R PLOT NO.	AREA
Existing Vested Land	1.334 acre	363	282(P)	0.06
		130	290(P)	0.06
		131	291(P)	0.21
		352	292(P)	1.00
Land added for vesting	1.176 acre	131	291(P)	1.00
		352	292(P)	0.17
Transferred Land to Municipality	1.3 acre	130	290(P)	0.17
		129	289(P)	1.04
		363	282(P)	0.06
		131	291(P)	0.00
		116	283(P)	0.01
TOTAL AREA OF LAND : 3.810 ACRE (Or 11.53 bigha)				

DOCUMENT CONCERNING MUNICIPAL HOLDING NO. 127 ARDA, DIST - NORTH 24 PARGANAS, J.L NO. - 7 AND NO. - 14 OF PANIHATI MUNICIPALITY.

'A'



Scale: N.T.S



HAPPY HIGHRISES LIMITED

K. S. S.

Authorised Signatory

ACRE)



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 41
Page from 287 to 304
being No 11611 for the year 2010.



(Kalidas Manda) 18-November-2010
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BARRACKPORE
West Bengal