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1382



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

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

5000 475647



BD-035296  
 DT-04/08/09  
 BS-6601000

M/V रु. 9, 43, 68, 569 = 50

Registered by Bankdraft

- 1) BD-070839-DT-29/08/09-Rs 31397
- 2) BD-036375-DT-29/08/09-Rs.1035000

10,38,139

Certified that the Document is admitted to Registration. The Signatures Sheet and the endorsement of the Registrar to this document are the part of this Document.

31.8.09 *[Signature]*  
 Additional Registrar  
 of Assurances-11, Kolkata

Subscribed  
 8165000007

THIS INDENTURE of sale made on the 28<sup>th</sup> day of August *AS B*

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-C-173

A-1038048  
 E- 7  
 J- 33  
 M(a)- 25  
 M(b)- 11  
 10,38,1397

*AS B*

Additional Registrar of  
Assurances III Kolkata  
28 AUG 2009



Additional Registrar of  
Assurances III Kolkata  
28 AUG 2009

AMITAVA BANERJEE  
Sony Lata Kolarband Banerjee  
N.T.C Ltd  
6, J. L. Nehru Rd, Kolkata-700013

SUBKATA DE SARKAR,  
Kolkata-700 013  
6, J. L. Nehru Road  
NITCLTD, Sub-office, Kolkata  
General Manager (Tech)

S. De Sarkar

6068

(SHR SARKAR)

Director

Happy Suraksha Pvt. Ltd.

6067

Director

Happy Suraksha Pvt. Ltd.

presented for registration at ..... day of ..... 2009  
at the ..... day of ..... 2009

SI. No. 43480  
Name: Happy Suraksha Pvt. Ltd.  
Address: 9/5, Somet Chowk Rd.  
Rs. 500/-  
Licenses Stamp  
Calcutta - 1  
11, Netaji Subhas Rd.,  
Calcutta  
Date: 2 JUL 2009  
Vendor

Rs. 20.

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 : Hooghly. 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
		<b>Total</b>	<b>14.584</b>

*Ar. B.*

Additional Registrar of  
Assurances I.I. Kolkata  
28 AUG 2009



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 1<sup>st</sup> 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

*Atm. B.*





Additional Registrar of  
Assurances III Kolkata  
28 AUG 2005

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.**

Sl. No.	L.R. Dag No.	Nature of Land	Area (Acres)
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4.	3033/4099	Pukur	0.755
5.	3033/4100	Vastu	0.960
		<b>Total</b>	<b>14.584</b>

As per



Additional Register of  
Assignments III KOLKATA  
9 8 AUG 2009



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

*AK. 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,

*AB*

Additional Register of  
Assurances in Victoria  
28 AUG 2008



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
		<b>Total</b>	<b>14.584</b>

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.

*Abm.*

Additional Register of  
Assessment LA 10/10/10  
28 AUG 2000



**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. Md. 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 Mr. Samanta .  
215, Street Bose Road  
Kol-20.

2. Jeetendra Singh  
2 Garstin Place  
Kol-1

Draftwayer  
K. C. Kamraker  
Advocate  
High Court, Calcutta

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

**Happy Suraksha Pvt. Ltd.**  
Abhisaraj  
**Director**



Additional Registrar of  
Assurance  
8 AUG 2008

Director

M. J. van der Kamp



**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  
Senior Manager (Tech)  
NTC LTD. Sub-office, Kolkata,  
6, J. L. Nehru Road  
Kolkata-700 013

\_\_\_\_\_  
VENDOR

Additional Registrar of  
Assurances Ltd Kolkata  
28 AUG 2000



**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 31.8.09

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)

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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.

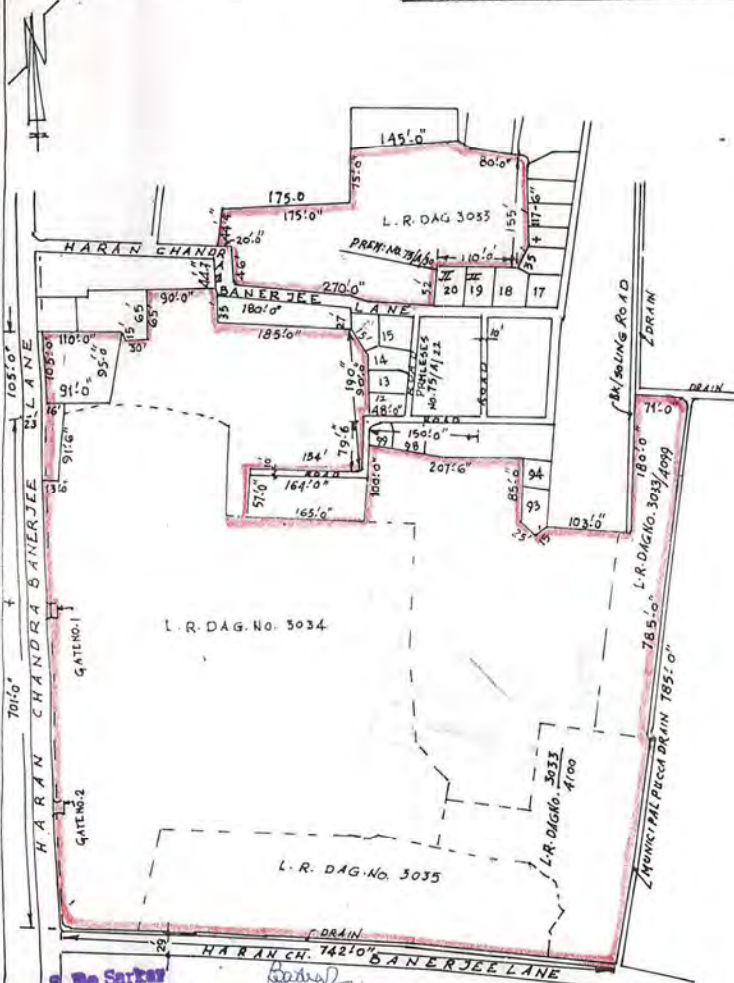
Name of the Registering officer : **Prabhat Kr Ghosh**  
Designation : **ADDITIONAL REGISTRAR OF ASSURANCE-III**

  
[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

DEED PLAN OF PREM: NO-61, LALBAHADUR SASTRI 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. 5. - 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 VENDORS

SIG: OF VENDEE

Happy Suraksha Pvt. Ltd.  
 Ashok Saraf  
 Director

Ranjit Chakravorty  
 Ranjit Chakravorty  
 5700/100  
 Ranjit Chakravorty  
 DRNEY






*Handwritten signature*





NAME...SUBRATA DE SARKAR.

SIGNATURE...*Subrata*



*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*



*Ashok Saraf*


LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB
				

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE
				

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.



  
(Prabhat 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 28<sup>th</sup> 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,  
1<sup>ST</sup> FLOOR  
KOLKATA - 700 001.