



4792

11 AUG 2007

DATE ~~11/08/07~~ 29/08/07  
ADD ~~11/08/07~~ 29/08/07  
MT ~~11/08/07~~ 29/08/07

2. SPAN

Registration at  
11th AUG 2007

Member Residence of

Hemanth

Member's name

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GENERAL BANK SYSTEM  
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2491E

Happy Niketan Pvt. Ltd.

Hemanth  
Director



2491E

S. De Sarfar  
General Manager (Technical)

Hemanth

Director  
General Manager  
Technical  
General Manager  
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11 AUG 2007



successor or successors-in-interest and assigns) of the ONE PART A AND  
HAPPY NIKETAN PRIVATE LIMITED, a company incorporated under  
the Companies Act, 1956 having its registered office at Shantiniketan  
Building, 8, Camac Street, Floor-4, Room No.15, 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:

*[Handwritten signature]*  
 AS STAMP VERIFIED  
 BY THE OFFICER IN CHARGE OF

WHEREAS by virtue of the provisions of Sick Textiles Undertakings  
(Nationalisation) Act, 1974, the textile undertaking of Bengal Laxmi  
Cotton Mills at Sreerampore, District Hooghly which included the land  
being All That the piece and parcel of land containing an area of 27.722  
acres more or less situate at Mouja Mahesh, Police Station Sreerampore  
J.L. No. 15, L.R. Khatian No. 10932 in the District Hooghly comprised in-

*[Handwritten notes: Khatian, 27.722, 6000, 13]*

Dag no.	Area
13353	.037
13354	.528
13209	2.809
13210	.163
13211	.200
13212	1.149
13213	.475
13214	.437
13215	.391
13217	.012
13218	.001
13219	.0391
13220	.662
13221	.358
13222	.247
13238	.367
13239	4.910
13351	1.001
13352	.011

*[Handwritten notes: 28, 1, 10/10]*





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11143	.016
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11163	.167
11164	.189
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11169	.096
11171	.042
11172	2.705
13203	.051
13204	.006
13205	.020
13206	.097
13207	4.670
13208	1.330
10164	.002
10166	.089
10167	.005
11025	.740
11026	.049
11031	.065
11036	.957
11037	.187
11109	.348
11110	.087
11111	.368
11129	.006
11131	.009
11132	.062
11138	.007
11141	.200
11142	.100
Total	27.722
	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 1<sup>st</sup> April, 1974.

**AND WHEREAS** the Central Government had transferred the custody and ownership of the said mill and the said land to National

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Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited (NTC), 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.

AND WHEREAS the said land has been duly mutated with the Sreermapore Municipality and having municipal premises No. 49, Bengal Luxmi Cotton Mills, Road, Mahesh, Serampore, Hooghly in Ward No. 12.

AND WHEREAS the Board for Industrial & Financial Reconstruction (BIFR) has sanctioned the rehabilitation scheme of the Vendor by its order dated 15<sup>th</sup> 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 on 13<sup>th</sup> April, 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 12<sup>th</sup> May, 2007 for a sum of Rs. 17,00,00,000/- (Rupees Seventeen Crores only).

AND WHEREAS the said bid was ultimately accepted by the Vendor and thereupon the Purchaser has paid to the Vendor a sum of

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ADDL REGISTRAR OF ASSURANCES  
11 AUG 2007



Rs.4,25,00,000/- (Rupees Four Crores Twenty Five Lacs only) towards 1<sup>st</sup> installment of the entire sale consideration.

AND WHEREAS the Purchaser has simultaneously with the execution of these presents paid the balance consideration of Rs.12,75,00,000/- (Rupees Twelve Crores Seventy Five Lacs only) to the Vendor.

AND WHEREAS the Vendor has offered to sell All That the said 27.722 acres of land comprised in various Dag Nos. respective areas of which appear from the certificate and mutation dated September 26, 2006 issued to the vendor by the Block Land and Land Reforms Officer, Serampore, Uttarpur, Dist - Hooghly. the Purchaser has agreed to purchase All that the said land upon physical verification on as is where is and as is what is basis at and for the consideration of a sum of Rs.17,00,00,000/- (Rupees Seventeen Crores 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.17,00,00,000/- (Rupees Seventeen Crores 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 27.722 acres more or less situate

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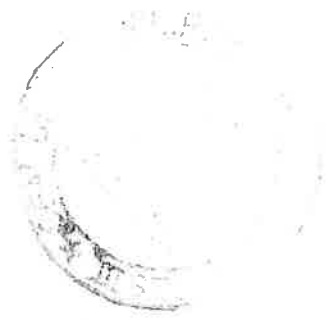
lying at and being municipal premises No 49, Bengal Luxmi Cotton Mills,  
 Road, Mahesh, Serampore, Hooghly in Ward No. 12 of Sreerampore  
 Municipality, District Hooghly comprised in the following :-

Mouza: Mahesh, P.S. Serampore, L.R. Khaian no. 10932 comprised in:

Dag no.	Area
13353	.037
13354	.528
13209	2.809
13210	.163
13211	.200
13212	1.149
13213	.475
13214	.437
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13217	.012
13218	.001
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13238	.367
13239	4.910
13351	1.001
13352	.011
11143	.016
11145	.255
11146	.040
11147	.020
11162	.315
11163	.167
11164	.189
11168	.273
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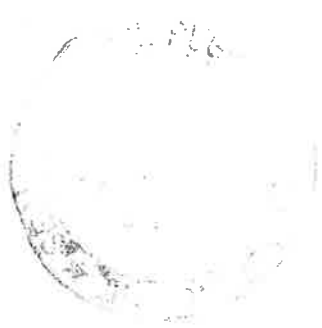
11025	.740
11026	.049
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11037	.187
11109	.348
11110	.087
11111	.368
11129	.006
11131	.009
11132	.062
11138	.007
11141	.200
11142	.100
Total	27.722
	acres

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 covenant and confirm that all rents, rates, taxes, assessment dues, duties on the said property have been

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BLD/1 Reclaiming of Assets  
v. K. S. Srinivasan  
11/11/2007

paid by them upto and including the date of these presents and further covenant 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, assignees and representatives shall and will from time to time.

ADD Referring of References to  
11 AUG 2007



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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, 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.

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L.R. Khat  
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REGISTRAR OF ASSURANCES, INDIA  
JUG 2002

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land containing an area of 27.722 acres more or less together with factory shed and buildings thereon situate at Mouja: Mahesh, Police Station Serampore J.L. No. 15, L.R. Khatian No. 10932, Ward No.12 of Serampore Municipality in the District Hooghly and as per L.R. Khatian comprised in -

Dag no.	Area
13353	.037
13354	.528
13209	2.809
13210	.163
13211	.200
13212	1.149
13213	.475
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11 AUG 2007

13204	.006
13205	.020
13206	.097
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13208	1.330
10164	.002
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11110	.087
11111	.368
11129	.006
11131	.009
11132	.062
11138	.007
11141	.200
11142	.100
Total:	27.722
	acres

ON THE NORTH : Bose Para Lane

ON THE EAST : By River Hooghly.

ON THE SOUTH : By 9, Jagannath Ghat Road.

ON THE WEST : By G. T. Road.

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Handwritten notes and a checkmark.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed its hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata in the presence of :

*Pradya (amp)*  
*lt*  
*Solishm*  
*Kolkata*

*S. De Sarkar*  
**S. De Sarkar**  
General Manager (Technical)  
General Manager (Technical)  
**S. De Sarkar**

SIGNED SEALED AND DELIVERED

by the PURCHASER at Kolkata in the presence of :

*Pradya (amp)*  
*lt*

**Happy Niketan Pvt. Ltd.**  
*Pradya (amp)*  
Director  
*(HAPPY NIKETAN)*

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RECEIVED of and from the within-named Purchaser the within mentioned sum of Rs.17,00,00,000/- (Rupees Seventeen Crores only) being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

PAY ORDER NO.	DATE	BANK & BRANCH	AMOUNT RS.
650307	27.06.2007	Oriental Bank of Commerce, S.S.I. Branch.	4,25,00,000.00
179520	09.08.2007	Total :	12,75,00,000.00
			<b>Rs.17,00,00,000.00</b>

(RUPEES SEVENTEEN CRORES ONLY)

WITNESSES :

  
S. De Sarkar  
(General Manager)

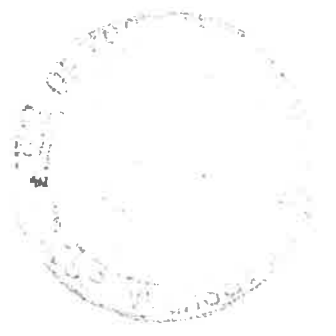


  
**S. De Sarkar**  
General Manager (Technical)

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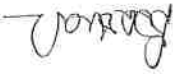
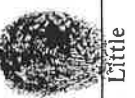











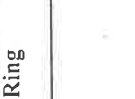
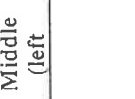







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K. H. H. H.  
11 AUG 2007



SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signatures Of the executants/ and/or purchaser Presentans	Little	Index	Middle (left)	Fore Hand	Thumb	Thumb	Index	Middle (right)	Ring Hand	Little
1.											
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11 AUG 2007



Registered No -

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2008  
for the year

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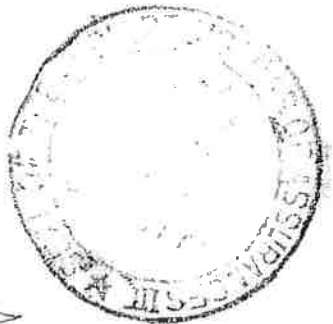
DATED THIS 11<sup>th</sup> DAY OF August 2007

B E T W E E N  
NATIONAL TEXTILES CORPORATION  
(WEST BENGAL, ASSAM, BIHAR,  
ORISSA) LIMITED

A N D  
HAPPY NIKETAN PRIVATE LIMITED



5/21/07



C O N V E Y A N C E

ADDL Registrar of Assurances IV

11 AUG 2007

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

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