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पश्चिम बंगाल WEST BENGAL

B 316242

M... 7489... SBI Cheque no 130820 10/8/08 1967000



641944 18.4.08 103235
 556,950/- (Rupees One lac three thousand 3 tw
 hundred thirty five) only
 Defect stamp duty of 41 1/2/- only

THIS INDENTURE made this 17th day of August Two Thousand 19/4/08

Seven **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-700 013 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

A-30908
 7-7
 9-55
 11-25
 14-4
 30918

Director of Companies

11 APR 2008

See file 100

10-217
500/100
31/4

77d 11 AUG 2007

NAME: Wife of Mr. S. S. & Mrs. G
ADD: 6 Old Post Office, Dumdum Road 1
CITY: Dumdum, West Bengal

Presented for registration at
on the 11th day of Aug 2007
at his residence

Hemant Sain one of the
Executants

ADDE Registrar of Assurances
K-1249

11 AUG 2007

Hemant Sain



2451c

Hemant Sain Director
Happy Kutir Pvt. Ltd.
Happy Kutir, out std
S. D. Sarkar
General Manager
Technical of Goldport
office Street no-1
7 J. N. Rd. Kol-1

Happy Kutir Pvt. Ltd.

Director



2452c

S. De Sarkar
General Manager (Technical)

S. Ray
S/o Late H. M. Ray
Goldport office
St. Cal-1
2nd floor

Susmit Ray
S/o Late H. M. Ray
Goldport office St. Cal-1
Kolkata - 1
(Semi)

ADDE Registrar of Assurances
K-1249

11 AUG 2007

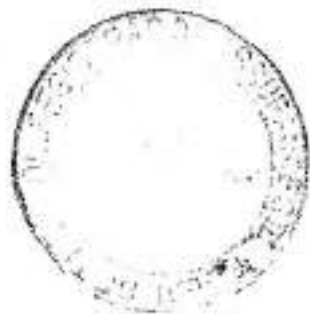
(1)

successor or successors-in-interest and assigns) of the **ONE PART A N D**
HAPPY KUTIR 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**:

W H E R E A S By virtue of the provisions of Sick Textile
 Undertakings (Nationalisation) Act, 1974, the textile undertaking of
 Kanoria Industries (C.M.S.) at 135, C. S.Mukherjee Street, Konnagar,
 District Hooghly which included the land being All That the piece and
 parcel of land containing an area of 4.014 acres more or less situate at
 Mouja Konnagar, Police Station Uttarpara, J.L. No. 7, L.R. Khatian No.
 11693 in the District Hooghly comprised in -

Dag no.	Area
1868	0.130
1871	0.660
1873	0.062
1875	0.236
1876	0.033
1877	1.152
1878	0.965
1879	0.390
1880	0.120
1883	0.209
1884	0.057
Total	4.014 Acres





ADD: Register of Assurances
Kuala Lumpur

11 JUN 2007

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.

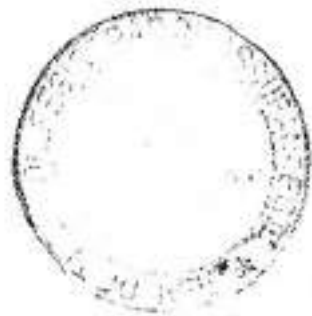
AND WHEREAS the Central Government had transferred the custody and ownership of the said mill and the said land to National Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited (NTC), the Vendor herein by virtue of the provisions of the said Act.

AND WHEREAS the Vendor thus became 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 Konnagar Municipality and having municipal premises No.135, C.S.Mukherjee Street, in Ward No. 1.

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 on 13th April, 2007 for sale of the said land on "as is where is and as is what is basis".



ADDL. Engineer of Asstt. Engrs. PE
Kolkata

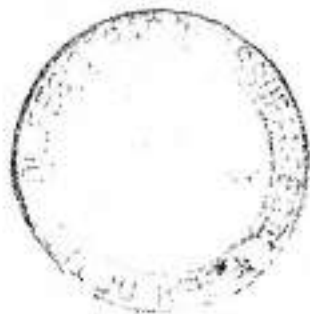
11 AUG 2007

AND WHEREAS pursuant to the said tender notice the Purchaser had submitted its bid on 12th May, 2007 for a sum of Rs. 2,81,00,000/- (Rupees Two crores eighty one lacs only) along with Rs.30,00,000/- (Rupees Thirty Lacs only) as EMD.

AND WHEREAS the said bid was ultimately accepted by the Vendor and thereupon the Purchaser has paid to the Vendor a sum of Rs. 70,25,000/- (Rupees Seventy lacs twenty five thousand only) towards 1st installment of the entire sale consideration.

AND WHEREAS the Purchaser has simultaneously with the execution of these presents paid the balance consideration of Rs. 1,80,75,000/- (Rupees One crore eighty lacs seventy five thousand only) to the Vendor.

AND WHEREAS the Vendor has offered to sell All That the said 4.014 acres of land comprised in various Dag Nos. respective areas of which would appear from the Certificate of Mutation dated 14th July, 2006 issued to the vendor by the Block Land & Land Reforms Officers, Uttarpara, Serampore and the Purchaser has agreed to purchase upon physical verification All That said land on as is where is and as is what is basis at and for the consideration of a sum of Rs.2,81,00,000/- (Rupees two crores eighty one lacs only).



ADDL. Registrar of Assurances
Kolkata

11 AUG 2007

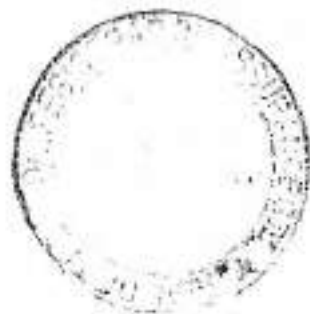
NOW THIS INDENTURE OF SALE WITNESSETH as under :-

That in pursuance of the said agreement and in consideration of the said sum of Rs. 2,81,00,000/- (Rupees two crores eighty one lacs 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 4.014 acres more or less situate lying at and being municipal premises No. 35.C.S.Mukherjee Street, Ward No. 1 of Konnagar Municipality, District Hooghly, comprised in the following :-

houza Konnagar , P.S. Uttarpara, L.R. Khatian no. 11693 comprised in :

Dag no.	Area
1868	0.130
1871	0.660
1873	0.062
1875	0.236
1876	0.033
1877	1.152
1878	0.965
1879	0.390
1880	0.120
1883	0.209
1884	0.057
Total	4.014 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,

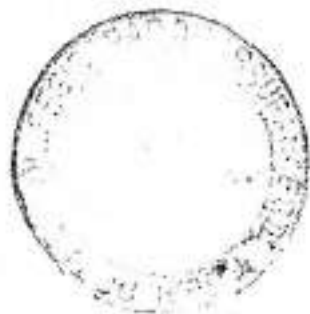


ADDL. Registry of Assurances of
Cuba

11 AUG 2007

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 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 covenant 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

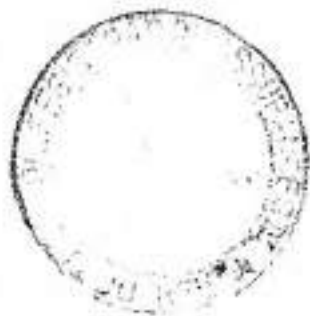


ADDL. Register of Assurances
Kolkata

11 AUG 2007

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.

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



ADDL. Registrar of Assurances
CALCUTTA

11 AUG 2007

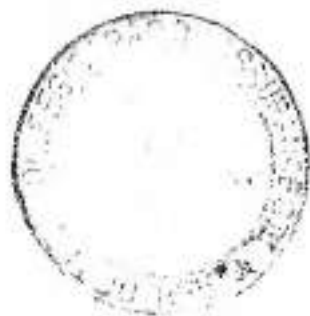
hereby conveyed and assured or expressed so to be to go to return, pass and re-pass with or without vehicles of all description (including mechanically propelled vehicles) laden or unladen and with or without animals over the common road and the Vendor declares that it has handed over to the Purchaser 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.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land containing an area of 4.014 acres more or less together with factory shed and buildings thereon situate at Mouja Konnagar, Police Station Uttarpara, J.L. No. 7, L.R. Khatian No. 11693, Ward No.1 of Konnagar Municipality in the District Hooghly and as per L.R. Khatian comprised in -

Dag no.	Area
1868	0.130
1871	0.660
1873	0.062
1875	0.236
1876	0.033
1877	1.152
1878	0.965
1879	0.390
1880	0.120
1883	0.209
1884	0.057
Total	4.014 Acres



ADDL. Registrar of Assurances
Kolkata

11 AUG 2007

ON THE NORTH : By Govt. Housing

ON THE EAST : C.S. Mukherjee Street.

ON THE SOUTH : Govt. Housing and W.B. Police Quarters

ON THE WEST : Sokuntola Kali Temple

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 :

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

Chatterjee (witness)
6, J. N. Road, Kolkata-13.

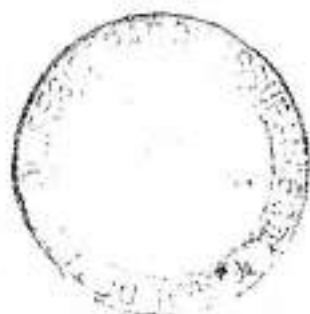
J. K. Saha
Solicitor
Kolkata

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata in the presence of :

Happy Kutir Pvt. Ltd.
Hemant Jain
Director
(HEMANT JAIN)

Chatterjee (witness)
J. K. Saha



ADDL. Registrar of Assurances
Kolkata

11 AUG 2007

RECEIVED of and from the within-named Purchaser the withinmentioned sum of Rs.2,81,00,000/- (Rupees two crores eighty one lacs only) being the full consideration money as per Memo below:-

MEMO OF CONSIDERATION

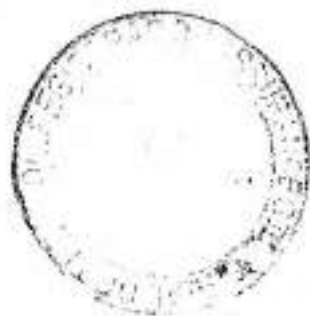
PAY ORDER NO.	DATE	BANK & BRANCH	AMOUNT RS.
650306	27.06.2007	Oriental Bank of Commerce, S.S.I. Branch.	70,25,000.00
650010	11.05.2007	- Do -	30,00,000.00
179516	09.08.2007		1,80,75,000.00
		Total :	Rs.2,81,00,000.00

(RUPEES TWO CRORES EIGHTY ONE LACS ONLY)


S. De Sarkar
General Manager (Technical)

WITNESSES :


Plaintiff
(AM/Law)

ADDL. Register of Assurances of
C. 1842

11 AUG 2007

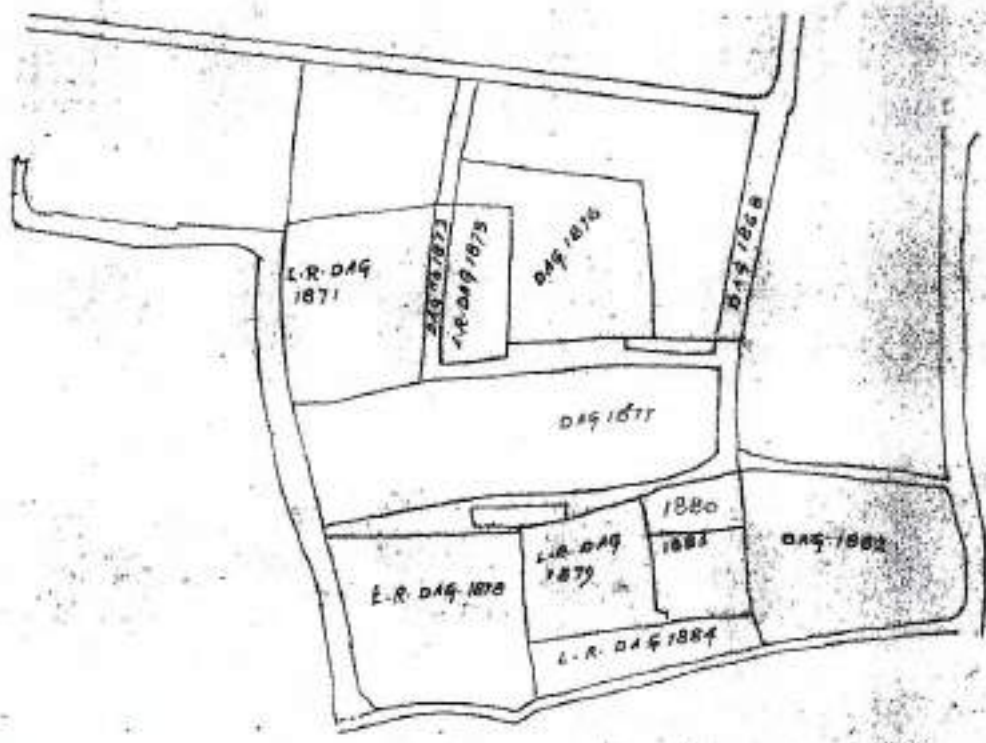
SALE DEED PLAN OF KANORIA INDUSTRIES (C.M.S.) A UNIT OF N.T.C.
 (K.B.A.S.O.) LTD. AT 135-C.S. MUKHERJEE STREET WARD NO-1 MOUZA-KONNAGAR
 JIL NO. 7. DIST. HOOGLY, P.S. UTTARPARA UNDER THE KONNAGAR MUNICIPALITY
 CONSISTING L.R. DAG NO. 1868, 1871, 1873, 1875, 1876, 1877, 1878, 1879, 1880, 1883, 1884
 L.R. KHATA NO. - 11693. TOTAL L.R. RECORDED AREA - 4.014 ACRES

NOTE

THIS MAP HAS BEEN COPIED FROM L.R. MAP
 GIVEN BY B.L.R.O.

SIG. OF VENDOR

SIG. OF VENDEE



Happy Kutir Pvt. Ltd.
[Signature]
 Director

Witness :-
[Signature]


[Signature]

[Signature]
S. De Sarkar
 General Manager (Technical)

[Signature]
RAJAT CHAKRABORTY
 Approved by
 North Bengal Municipal
 7502/LZ
 TRACED BY - R.K. CHAKRABORTY
 1.12.14












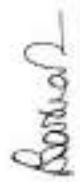










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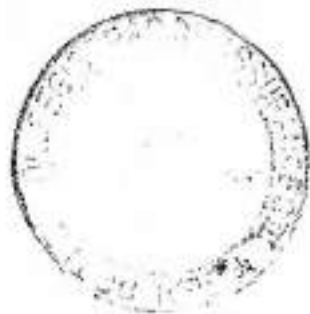


ADDL. Receipt of Assurances 

11 AUG 2007

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signatures Of the executants/ and/or purchaser Presentans					
1.						
		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

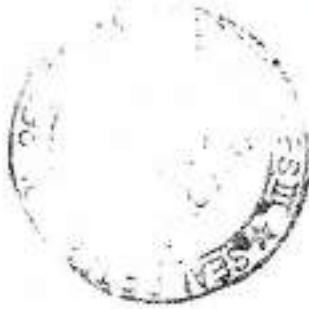


ADDL. Registrar of Assurances
Kolkata

11 JUN 2007

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2008

DATED THIS 11th DAY OF August 2007



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

5/2/09

AND
HAPPY KUTIR PRIVATE LIMITED



CONVEYANCE

Na
Ha
He
Ke
5-10

ABDA Registrar of Assurances

17 AUG 2007

VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,