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11-50 23233/16 Municipality.

Add Dark Sid Regarda Balacajore 24 Pys (N)

DEED OF GIFT

THIS DEED OF GIFT is made on this the .14 Te., day of NOVEMBLE, 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, Fast, 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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Giff deed. Happy Highrises Id., Thand - 1/30 acres 3/93 righas.

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 "DONEE" (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	Area(in Acres)
No.	
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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otal	13.87 Acres
	0.11
463	1.41
462	0.20
461	0.22
460	0.06
3432	0.44
3425	0.04
3424	0.54
3451	0.23
3454	0.21
3421	0.39
3452/3539	111111111111111111111111111111111111111
3453	0.12
3452	1.30
3467	0.10
3474	0.41
3473	0.18
3465	0.09
3464	0.26
3475	0.19
3466	0.76
3472 3477	0.72
3450/3559	
3450/3558	
3447	1.46
3450	0.84
3471	0.13
3470/354	
3470	0.59

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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.



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 $19^{th} \, \mathrm{day}$ 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 20^{th} 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. I, 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.



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, lispendens, 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



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

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 Donce 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:

- 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.
- 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.
- 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 piffed, 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 Giff.

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



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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 \rightarrow , 11611 / $\mathcal{P}(110)$) ignature of the Presentant

Name of the Presentant	Signature with dat	
Ketan Sengupta	L	
	Ely a	

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

Finger Print SI No. Admission of Execution By Status Photo Signature

Ketan Sengupta Address -25a Shakespeare Sarani, District:-Kolkata, WEST BENGAL, India, P.O. :-Pin:-700017



16/11/2010

Charan Chakraberty Address -B T Road, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-

Self



Name of Identifier of above Person(s)

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

Signature of Identifier with it

16/11/2010 Pore North

(Kalidas Mandal) ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BARRACKPORE

Page 1 of 1

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, 1967)

Presented for registration at 11.50 hrs on :10/11/2010, at the Office of the Λ D 12 II BARRACKPORE by Ketan Sengupta ,Executant.

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

Execution is admitted on 10/11/2010 by

Ketan Sengupta
 Authorised Signatory, Happy Highrises Limited, 4a Home Street, Fast Mumbai, MAHARASHTRA INC.

 P.O.: Pin: -400001.
 By Profession: Service

2. Charan Chakraborty
Chairman, The Panihati Municipality, B T Road, Thana:-Khardaha, District:-North 24-Parganus, WEST
BENGAL, India, P.O.:, By Profession: Service

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

(Kaliðas Mandal) ADDITIONAL DISTRICT SUB-REGISTRAR

16/11/2010 15:45:00

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ADDITIONAL DISTRICT SUB-REGISTRAP
EndorsementPage 1 of 1

12-1-112

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) Fradif Salu Pauldvile, 15-Ghala Not-112HAPPY HIGHRISES LIMITE!

VERTE Signator

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.

SIGNATURE OF THE DONE

Deed prepared by me:

Advocate Barasat Court
Entrelement NO
W.B 175/05

Composed by me:

Fandshile, P5- Gelale Not - 112. Artificate 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 Maneal) 18-November-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BARRACKPORE West Bengal