

P 5470

₹ 4760



সবজ্ঞা পশ্চিম বঙ্গাল WEST BENGAL

admissible Under Rule 21 also W.S.S.A. Act. 1965 duly Stamped Under the Indian Stamp Act. 1899 as amended

A 628667

1000
42700/100
1200/100
23741300

A 67,10,000
E 7.00
L 7.00
67,10,014.00

1994 Schedule IA No. 237413(d)
Was valid as Under.

10/- A-67, 10,000/-
E = 7/-
L = 7/-
6710014/-

1/10 10.10 2008
14 SB
Fees paid Rs 6710000
by B.D No 130793
at SB Branch

Dist. District Sub-Registrar
Barrackpore, North 24-Parganas

13/9/07

THIS INDENTURE made this the 28th day of July, Two thousand and Seven **BETWEEN** **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-700013 hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to

MLV 61,0000661/-
credited over market value account
amounting to
₹ 42700/100
for Rs. 42700/100
Date: 13/9/07
Kolkata Main Branch
Deficit Recd. fee of Rs.
as per Misc. receipt No.

187/07
(Rupees four lacs
Twenty seven thousand
one hundred only)

A.D.S.R. Barrackpore
24 Parganas (N)
19/7/07

VICTOR MOSES & CO.

SEARCHER NO. 2000
6, Old Post Office Street
Calcutta - 700 001

W438

Sold to.....
 Address.....
 17 JUL 2007
 Value.....
 U.S.V.
 High Court A.S.



mean and includ
 the **ONE PART**
 incorporated und
 at Shantiniketan
 700 017 hereinaf
 shall unless excl
 deemed to mean
 assigns) of the **OT**

WHEREAS

Undertakings of
 Bangasree Cotton
 included the land
 an area of 26.71 a
 premises no. 150
 Municipality Distri
 Mouza Sukhchar,
 1839 comprised in

Presented for Registration
 at 7:30 AM/PM on the 18th
 day of July 2007
 by S. De Sarkar
 at the office / private
 residence at residence

S. De Sarkar

ADD. District Sub-Registrar
 Barrackpore, North 24 Parganas
 18 JUL 2007

- Executed by
 S. De Sarkar
 General Manager (Technical)
 N. T. C. (W.B.A.B.O.) Ltd.
 6 J. L. Nehru Road, Kol. 13

एन.टी.सी. (एम्.बी.ए.बी.ओ.) लिमिटेड
 N. T. C. (W.B.A.B.O.) Ltd.
 6, जे. एल. नेहरु रोड,
 6. J. L. Nehru Road,
 कोकता / Kolkata-13

Sree Kanta Chatterjee
 Advocate, Kolkata

S. De Sarkar
 S. De Sarkar

General Manager (Technical)
 N. T. C. No. 1364

Identified by me.
Sree Kanta Chatterjee
 C.M./L.S.
 (SREEKANTA CHATTERJEE)

ADD. District Sub-Registrar
 Barrackpore, North 24 Parganas
 18 JUL 2007

S & CO.

1000000
 Prince Street
 Kolkata - 700 001

mean and include its successor or successors-in-interest and assigns) of the **ONE PART AND HAPPY HIGHRISES LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at Shantiniketan Building, 8, Camac Street, Floor 4, Suite 5, 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** :

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 AH. That the 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, P.S. Khardah, R.S. Khatian no. 88 L.R. Khatian no. 1839 comprised in :

3446	.30
3422	.13
3420	.33
3426	.26
3413	.06
3416	.30
3423	.01
3468	.23
3469	.06
3470	.59
3470/3540	.28
3471	.13
3450	.84
3447	1.46
3450/3558	.22
3450/3459	.31
3472	.72
3477	.76
3466	.19
3475	.26
3464	.09



Banhar

by
 S. Banhar (Technical)
 O. D. Rd.
 Road, Kol. 13

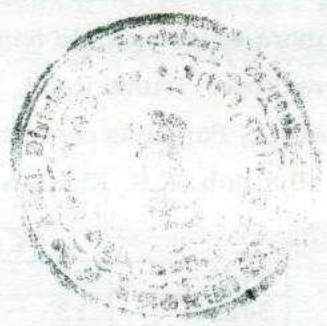
by
 S. Chatterjee
 O. D. Rd, Kolkata

Registered
 24-Parganas
 2007

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100
100

THE STATE OF MICHIGAN
COUNTY OF WASHTENAW
I, the undersigned, Clerk of the Court of the County of Washtenaw, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court of the County of Washtenaw.

WITNESSED my hand and the seal of the Court of the County of Washtenaw at Ann Arbor, Michigan, this 7th day of July, 1907.



And in Mouza Rai
940 comprised in

7 8 JUL 1907

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vested in the Cent

3465	.18
3473	.41
3474	.20
3467	.10
3452	1.30
3453	.12
3452/3539	.18
3421	.39
3454	.21
3451	.23
3424	.54
3425	.04
3432	.44
3460	.06
3461	.22
3462	.20
3463	1.41
3460/3538	.11
Total	13.87 Acres

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

R.S. Khatian no.	Dag no.	Area
116	283	.78
117	284	.26
126	287	1.39
127	286	3.17
128	288	1.74
127/357	285	.41
131/352	292	1.17
129/363	282	.11
129	289	2.34
130	290	.21
131	291	1.26
	Total	12.84 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 1st April, 1974.

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Rs.61,00,00,661/-

AND WHERE

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Rs.15,25,00,166/-
sixtysix only) as ea

AND WHERE

execution of the
Rs.45,75,00,595/-
ninety five only) to



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7 9 JUL 2007

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 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 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 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 dated the 19th day of January, 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 the 20th day of February, 2007 for a sum of Rs.61,00,00,661/- (Rupees sixtyone crores six hundred sixtyone 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.15,25,00,166/- (Rupees fifteen crores twentyfive lakhs one hundred sixtysix only) as earnest money.

AND WHEREAS the Purchaser has simultaneously with the execution of these presents paid the balance consideration of Rs.45,75,00,595/- (Rupees forty five crores seventy five lacs five hundred ninety five only) to the Vendor.

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8 JUL 2007

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 the 18th day of July, 2007 being a sum of Rs.1,23,86,985/- (Rupees one crore twenty three lacs eighty six thousand nine hundred eighty five 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 stamp duty.

AND WHEREAS the Vendor has offered to sell All That the said 26.71 acres of land comprised in various Dag Nos. land and the Purchaser has agreed to purchase upon physical verification on as is where is and as is what is basis at and for the consideration of a sum of Rs.61,00,00,661/- (Rupees sixty one crores six hundred sixty one 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.61,00,00,661/- (Rupees sixty one crores six hundred sixty one 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 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 :-
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3472	.72
3477	.76
3466	.19
3475	.26
3464	.09
3465	.18
3473	.41
3474	.20
3467	.10
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131/352	292	1.17
129/363	282	.11
129	289	2.34
130	290	.21
131	291	1.26
	Total	12.84 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 convenient 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 convenient 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

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8 JUL 2007

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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.

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