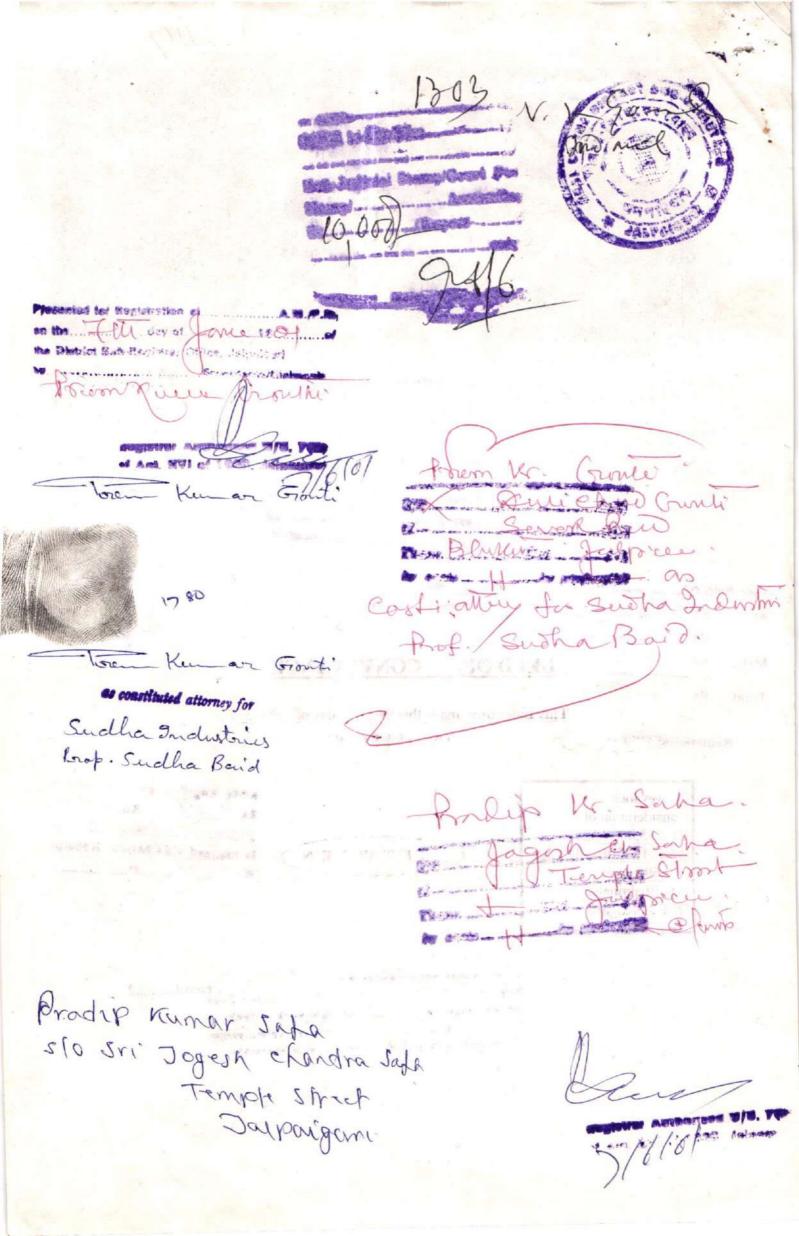
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SRI VINOD KUMAR GOEL Son of Sri Nand Kishore Goel Hindu by religion, Business by occupation, residing at 2nd Mile, Sevoke Road, P.O.Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, here-in-after called the "PURCHASER" (Which expression shall mean and include unless excluded by or repugnant to the context, his heirs, executors, successors, administrators, representatives and assigns) of the ONE PART.

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SRI VINOD KUWAK COEL Sen of Sirist and testore Coefficient by religion, Business by compating at 2nd of 70 for Cond, P.C. Sev de Road, P.S. Bhaktinagar, District Intpagnel, here (Crewill Processor Religion and methods of Crewill Processor and methods of Crewill Processors and methods of Crewill Religion and methods of Crewill Religion and the context has being executions successors, administrative and crewill religion for the OME PART.

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M/S SUDHA INDUSTRIES - Prop. SMT SUDHA BAID Wife of Sri Ashoke Kumar Baid Hindu by religion, Business etc. by occuption, residing at 111 Southern Avenue Flat 12-A, Kolkata- 29, Represented by her Constituted Attorney SRI PREM KUMAR GOUTHI Son of Late Dulichand Gouthi Hindu by religion, Business by occuption, residing at Basant Vihar Complex, Donbosco Connection Road, Sevoke Road, P.O. Sevoke Road, P.S.Bhaktinagar, District Jalpaiguri. (Vide Powar Of Attorney, dated 23.04.2001) here-in-after called the VENDOR, (Which expression shall mean and include unless excluded by or repugnant to the context, her heirs, executors, successors, administrators, representatives and assigns) of the OTHER PART.

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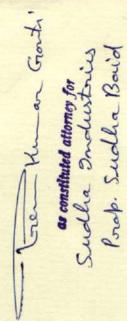
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A BAID Wife of Sri Ashulee MAS SUDHA INDUSTRIE t, resulting at 111 Southern Kamar Baid Hade by rengion. tuted Attorney SRI PREM Avenue Flat 12-A Kolkata- 29. lu by relimon, Busmoss by KINDAR COUTHS Son of Land Lection Road, Sevoke Road. occuption, regularer at Bassart Valua P.O. Sevoke Road, P.S. Bhalding gart G. Ade Power Of Attemey, dated 23.04.2001) here in after called the virtue where include unless excluded by or repaignment to the while a state of the called the control of the called t the expression shall mean and d, her heirs, executors, successors, administrators, representatives and assigns) of the THER PART

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WHEREAS the Vendor has acquired by purchased of raiyati land measuring 0.33 acres of land from one Sri Durgeshwar Singh & other of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 187 to 198 Being Sale Deed No.137 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri, and measuring 0.165 acres of land from one Sri Seblal Roy of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 199 to 210 Being Sale Deed No. 138 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri, and measuring 0.33 acres of land from one Sri Bir Singh Roy of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 211 to 222, Being Sale Deed No.139 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri and measuring 0.33 acres of land from one Sri Bir Singh Roy of Chayanpara, Dabgram, P.S. Bhaktinagar, District Jalpaiguri, by virtue of a Deed of Sale dated 08.01.85 in Book No.I, Vol. No. 2, Pages 223 to 234 Being Sale Deed No.140 for the year 1985 registered at Sadar Joint Sub-Registry Office, Jalpaiguri total in 4 seperate deeds purchased by the Vendor 1 155 acres of land, situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, S.R. Office and Dist. Jalpaiguri. And as such from the date of such purchase the Vendor has got right title and interest having permanent heritable and transferable interest therein and the said land is in khas, actual and physical possession of the Vendor at the date of these presents.

A N D

WHEREAS the Vendor being in need of money has offered for sell 41 Kathas 12 Chh. or 0.696 acres.of land fully described in the Schedule below.

A N D

WHEREAS the Purchaser being in need of land has accepted the said offer of the Vendor and has offered and agreed to purchase the said land measuring 41 Kathas 12 Chh. or 0.696 acres. of land of the Vendor fully described in the Schedule below and delineated in the plan marked "C" and shown by red colour annexed herewith and forming part of these presents for Rs.2,55,000/- (Rupees Two Lakhs Fifty Five Thousand) only, free from all encumbrances and whatsoever.

A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed

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to sell the said land measuring 41 Kathas 12 Chh. or 0.696 acres. of land of the Vendor fully described in the Schedule below and delineated in the plan marked "C" and shown by red colour annexed herewith and forming part of these presents for the sum of Rs. 2,55,000/- (Rupees Two Lakhs Fifty Five Thousand) only, free from all encumbrance whatsoever, unto the Purchaser and the said land is transferred in the manner as appearing hereinafter.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the aforeasid offer and acceptance and also in consideration for the sum of Rs.2,55,000/- (Rupees Two Lakhs Fifty Five Thousand) only, paid by the Purchaser to the Vendor (the receipt whereof the Vendor do hereby acknowledges and grant full discharge to the Purchaser from the payment thereof), the Vendor does hereby grant, convey, assign, sell and transfer unto the purchasers the aforesaid land fully described in the Schedule below and delineated in the plan marked "C" and shown by red colour annexed herewith and forming part of these presents and make over vacant and khas possession therof to the Purchasers together with all rights, liberties, easements, privileges, appendices, appurtenances whatsoever belonging to or in any way appertaining to the said land and the absolute estate, free from all encumbrances whatsoever hereby, conveyed, expressed or intended so to be, TO HAVE AND TO HOLD the same subject to the payment of rent and taxes etc. payable to the landlord the State of West Bengal.

A N D

It is further covenanted that the land described in the Schedule below is held by the Vendor has not been surrenderred or forfeited and that there exists no charge, mortgage, attachment or any other encumbrances whatsoever on the said land hereby transferred or expressed or intended so to be or any part thereof at the date of these presents or any encumbrances whatsoever the Vendors shall be liable to be dealt with according to Law both Civil and Criminal as the case may be and shall also be liable to compensate the Purchaser for the loss or injury that the Purchaser shall have to suffer in consequence thereof.

A N D

The Vendor further covenants that all rents and taxes payable by the Vendor for the land hereby sold that have accrued due upto the date of these presents have been paid by the Vendor and in case if it transpires otherwise the Vendor shall indemnify the Purchaser for any loss resulting therefrom.

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as constituted attorney for Suella Industries Prop. Suella Baid

The Vendor further declares that the entire property forming subject matter of the present Conveyance is and was in khas, actual and physical possession of the Vendor at the date of these presents. If for any defect to title or for any act done or suffered to be done by these presents the Purchaser be deprived of possession or of enjoyment of the land hereby transferred or expressed or intended so to be by these presents or any part thereof the Vendor shall be liable to return to the Purchases the full or proportionate part of the consideration money together with the prevailing market rate of interest percent per money from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury attending thereto to be sustained by the Purchaser in consequence thereof.

A N D

It is further declared by the Vendor that the Vendor has not entered into any binding contract with any other persons whatsoever to sell or transfer or otherwise the land hereby conveyed by these presents or expressed or intended so to be or any part thereof and that there subsists no such contract of sale or transfer, charge, mortgage, attachment or encumbrances whatsoever existing with respect to the aforesaid land or any part therof at the date of execution of these paresents or if any of the recitals made herein are proved to be false or fraudulent the Vendor shall be liable to prosecution and shall also be liable to compensate the Purchaser adequately in consequence thereof.

SCHEDULE OF LAND

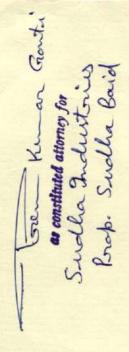
All that piece or parcel of raiyati land measuring 41 Kathas 12 Chh. or 0.696 acres of land, at an annual rent of Rs. 2.58 Paisa only, appertaining to and forming part of 19.35 acres of land at an annual rent of Rs. 50/- only, the proportionate rent for the demised plot of land is payable to the Landlord the State of West Bengal, represented by the B. L. & L. R. O. Rajganj, situated within Pargana Baikunthapur, Mouza Dabgram, P.S. Bhaktinagar, S.R. Office and Dist Jalpaiguri, J.L. No.2, Touji No.3, Hal Khatian No.634 (Six Hundred Thirty Four), Hal Sheet No.4 (Four), included in Part of Plot No.25 (Twenty Five) measuring 5.81 acres out of that 41 Kathas 12 Chh. or 0.696 acres of land is hereby sold and the demised plot of land is delineated in the plan marked "C" and shown by red colour annexed herewith and forming part of these presents and the demised plot of land is bounded as follows:-

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B O U N D A R Y

North:

Land of Smt Malobi Biswas .

South :

Sold Land of Premjeet Singh.

East :

Land of Forest.

West :

Land of Purchaser purchased today, marked "B" in the site plan. & Land of Saket Goel purchased today, marked "A" in the site plan.

IN WITNESS WHEREOF, the Vendor do hereunto set her respective hand on the day, month and year first above written.

WITNESSES:

1. Pradip Kumar safa Jakpaigumi

2. Sajal Boegchi Jalpæegieri'

Typed by me

Pradip Kumar Saha.

(PRADIP KUMAR SAHA) Jalpaiguri as constituted attorney for

Sudha Industries Brop. Sudha Bouid,

VENDOR

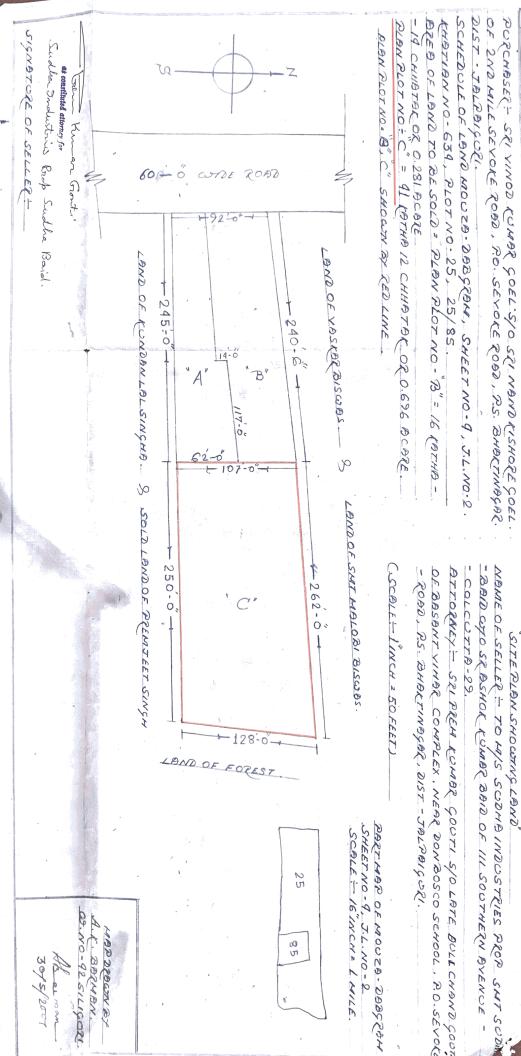
Readover, Explained & Prepared by me

(Deed - Writer, Licence No.04)



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