

7425

2

D 24/9



11/5/2010
 11/5/2010 + 9/10/2008
 20/10/2008

06AA 226102

17-12-64 89 + 11-28 +
 10-20-00
 = 1,26,521.00

Palakata Industries Ltd
 Director
 Amile Kumar Hagarwala

Registrar Authorized u/s. 7(2)
 of Act, XVI of 1908, Jaiselmer
 303.06

[Signature]
 1,26,521.00

DEED OF CONVEYANCE

9,00,000/-
 Nine Lac only
 Draft bearing No 0117905055
 dated 29.3.06
 to the credit of the account of the bank of India

470
 Total Rs. 350.00
 Contd...p/2

[Signature]
 D. S. R.
 30.3.06

[Signature]
 29.3.06

27269 H

Palakata Industries Ltd

11, Gopal Nare Pat

Calcutta-69

Received for registration of
20th day of Mon 10.5.69
at the office of the Registrar, Calcutta
3/5/69 Amit Kumar Agarwala

Amit Kumar Agarwala
10.5.69
Amit Kumar Agarwala

200

Palakata Industries Ltd.
Amit Kumar Agarwala
Director

Registrar Authorised u/s. 7(2)
of Act. XVI of 1908, Jharkhand

29 May 2006

Arvind Thard
Late O.P. THARD
2nd Mile
Sevoke Road
Siliguri



Palakata Industries Ltd
Amit Kumar Agarwala
11, Gopal Nare Pat
Calcutta-69
Amit Kumar Agarwala

Arvind Thard
Late O.P. Thard
2nd Mile Sevoke Road
Siliguri
by caste ... Hindu/Muslim
by profession ...

Registrar Authorised u/s. 7(2)
of Act. XVI of 1908, Jharkhand

29 May 2006



06AA 226101

Palakata Industries Ltd.
Director
Punit Kumar Agarwala

Palakata Industries Ltd.
Director
Punit Kumar Agarwala

THIS INDENTURE OF CONVEYANCE
MADE THIS THE 29th DAY OF MARCH
TWO THOUSAND AND SIX

Contd...p/3

272699

Terrain Structures Co.
11 Goot Place East
Calcutta 68

State Collector,

Territory

B

1/3106

10-0.000/-



RECEIVED

Registrar Authorized 4/3. 7(2)
Act, XVI of 1903, Jalpaiguri

Palakata Industries Ltd
 Anil Kumar Hegarwala
 Director

VACANT LAND
 Area :
 Plot No. :
 Khatian No. :
 Mouza :
 Pargana :
 J.L. No. :
 Sheet No. :
 Ward No. :
 Police Station :
 District :

10 (Ten) Katha 14(Fourteen) Chattack
 237(Part)
 569/1
 Dabgram
 Balkunthapar
 2
 8
 XLI of S.M.C.
 Bhakinagar
 Jalpaiguri

Contd...p/4

ed that the
Act, 1811 of



Amit Kumar Agarwala.
Director
Falakata Industries Ltd
[Signature]

BETWEEN

M/S. FALAKATA INDUSTRIES LIMITED a company incorporated under the Companies Act 1956 having its Registered office at 11, Govt. Place East, Kolkata 700 069 and Corporate office at 2nd Mile, Sevoke Road, Siliguri represented by its Director Sri Amit Kumar Agarwala S/o Sri Ajit Kumar Agarwala hereinafter called "THE VENDOR" (which expression shall mean and include unless excluded by or repugnant to the context their heirs , executors , successors , representatives , administrators and assigns) of the ONE PART *PAN AAA CF 33396*.

Contd...p/5

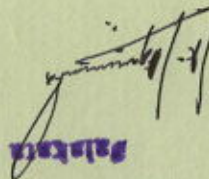
Palakata Industries Ltd
Hmit Kumar Agarwala
Director

AND

TERAI INFRASTRUCTURE LTD. a company incorporated under the provisions of the Companies Act. 1956 having its Registered Office at 11, Government Place (East), Kolkata -69 and administrative office at Agarwala House, Second Mile, Sevoke road, Siliguri -734001, Police Station Bhaktinagar, District Jalpaiguri represented by its Director Shri Sitaram Sharma son of Late Ghanshyam Sharma hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its successors, administrators, representatives and assigns) of the OTHER PART.

PAN AACCT 3694E

Contd...p/6


 Himat Kumar Agarwal
 Director
 Falakata Industries Ltd

AND

A. WHEREAS one Smt Pasang Lama , wife of Sri Wangdi Lama by virtue of a registered Deed of Conveyance bearing No. I-302 dated 25.01.80, registered at Sadar Joint Sub Registry Office , Jalpaiguri became the absolute owner of all that piece and parcel of land measuring 10(ten) kathas 14(Fourteen) Chhatacks appertaining to and forming part of plot No. 237 recorded in Khatian No. 569/1, within Mouza-Dabgram, pargana-Baikunthapur, J.L.No. 2, Sheet No. 8, Police Station-Bhaktinagar, District Jalpaiguri having permanent , heritable and transferable, right, title and interest therein.

AND

B. Being owner in such possession **THE SAID** Smt. Pasang Lama wife of Sri Wangdi Lama sold and transferred the said entire land measuring 10(Ten) Kathas 14(Fourteen) Chhatacks to and in favour of Falakata Industries Limited by executing a Deed of sale and the said Deed was registered on 25.06.1997 being Deed No. 933 at the office of the District Sub-Registrar, Jalpaiguri and by virtue of such purchase the said Falakata Industries Limited become the sole and absolute owner of the said land measuring 10(Ten) Kathas 14(Fourteen) Chhatacks and was, in its khas, actual and physical possession of the said property having permanent , heritable and transferable right, title and interest therein.

Contd...p/7

Palakata Industries Ltd
H. K. Kumar Aggarwal
Director

[Signature]
H. K. Kumar Aggarwal
Director

AND

C. WHEREAS the VENDOR being owner in such possession has desired to sell the aforesaid land measuring 10(Ten) kathas 14(Fourteen) Chhatacks hereinafter referred as "the Property" morefully described in the Schedule here-in-below.

AND

D. WHEREAS the Purchaser has agreed to purchase a portion of the said land measuring 10(Ten) kathas 14(Fourteen) Chhatacks appertaining to and forming part of plot no. 237 comprised in khatian no. 569/1, J.L. no. 2, Sheet no. 8 and lying and situated in Mouza Dabgram, P S Bhaktinagar, District Jalpaiguri and more fully described in the Schedule hereunder written and herein referred to as "the said Property" at and for a consideration aggregating to a sum of Rs. 1,15,00,000/- (Rupees One Crore Fifteen lacs) only.

AND

E. WHEREAS the VENDOR has accepted the said offer made by the PURCHASER as fair and reasonable and highest price prevailing in the present Market and has agreed to sell the said property to the PURCHASER.

AND

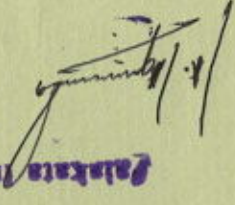
F. WHEREAS the Purchaser has requested the Vendor to complete the transaction.

Contd...p/8

Amrit Kumar Agarwal
K. Aggarwal
 Palakata Industries Ltd
 Director

NOW THIS SALE DEED WITNESSETH AS FOLLOWS :-

1. In pursuance of the said agreement and in consideration of the said sum of Rs. 1,15,00,000/- (Rupees One Crore Fifteen lacs) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof, the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser and the said Property being hereby conveyed) the Vendor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser All That pieces or parcels of land measuring 10(Ten) kathas 14(Fourteen) Chhatacks being part of Plot No.237 lying and situated in mouza Dabgram P.S. Bhaktinagar in the District of Jalpaiguri and more fully described in the Schedule hereunder and delineated in the map or plan attached hereto and bordered in red colour therein and herein referred to as "the said Property" or **HOWSOEVER OTHERWISE** the said Property or any part thereof now are or is or at any time or times heretofore were or was situated tenanted butted and bounded called known numbered described or distinguished **TOGETHER WITH** all singular the walls yards compounds ways paths passages advantage of ancient and other rights liberties privileges easements appendages and appurtenances whatsoever belonging or in anywise appertaining to the said Property or usually held occupied or enjoyed therewith or known as part parcel or member thereof AND the reversion or reversions remainder or remainders and rents issues and profits thereof and every part thereof and all the legal incidents thereof **TOGETHER WITH** full powers and authorities to the Purchaser as the constituted attorney for and on behalf of and in the name of the Vendor irrevocably to appear before any Officer of the municipality or Land Reforms authority and/or any other authority concerning the said Property for the purpose of mutation of the name of the Purchaser in the records of the municipality or Record Rights and records of other Government Department and for all or any of such purposes to sign, issue, receive, acknowledge, serve all correspondence, notices and letters and to appear and represent the Vendor in all or any of such matters as may be necessary as fully and

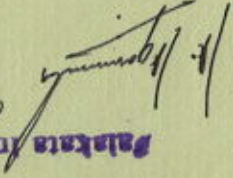

 H. E. Kumar Agarwal
 Director
 Palakata Industries Ltd.

effectually as the Vendor itself could do and for all or any of the purposes aforesaid to appoint one or more substitute or substitutes again at pleasure of the Purchaser to revoke and/or re-appoint **TO HAVE AND TO HOLD** the said Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** the appurtenances and rights as aforesaid unto the Purchaser free from all encumbrances charges attachments claims demands liens and lispendens whatsoever absolutely and forever.

2. The Vendor doth hereby covenant with the Purchaser as follows :

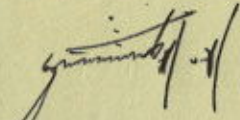
a) Notwithstanding any act deed matter or thing by the Vendor done committed or knowingly permitted or suffered to the contrary the Vendor is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Property hereby granted transferred conveyed sold assigned and assured or expressed or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or other thing whatsoever to alter defeat encumber and make void the same and **NOTWITHSTANDING** any such act deed matter or thing the Vendor has now a good rightful power and lawful and absolute authority by these presents to grant transfer convey sell assign and assure unto the Purchaser the said Property absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

b) On and from the date hereof the Purchaser shall be in possession of the said Property as a riyat or the owner thereof and shall and will from time and at all times hereafter peaceably and quietly possess and enjoy the said Property and receive all rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming through under or in trust for it.


 H. K. Ghosh
 Director
 Palakata Industries Ltd
 H. K. Ghosh & Co. Pvt. Ltd.

- c) Free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or its predecessor-in-title and well and sufficiently saved defended kept harmless and indemnified or from and against all and all former or other estates rights title interests liens charges and encumbrances whatsoever created made done occasioned or suffered by it or any of its predecessor-in-title or any person or persons rightfully claiming from under or in trust for it.
- d) The said Property is not affected by any attachment including the attachment under any certificate cases or any proceedings started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or otherwise whatsoever and that there are no certificate cases or proceedings pending against them for realisation or arrears of Income Taxes and other taxes or otherwise under the said Public Demand Recovery Act or any other Act for the time being in force and that the said Property is not affected by any Notice of Scheme of the Land Acquisition Collector or the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Bodies and that no declaration has been made or published for the acquisition of the said Property or any part thereof under the Land Acquisition Act or any Act for the time being in force for acquisition of the said Property and that the said Property or any portion thereof is not affected by any notice for acquisition or requisition under the Defence of India Act or Rule framed thereunder or any other Acts or enactments whatsoever.
- e) The Vendor and all persons having lawfully or equitably claiming any estate right title interest use trust property claim and demand whatsoever of into or upon or out of the said Property under or in trust for it shall and will from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things whatsoever for further better and more perfectly assuring conveying and confirming the said Property unto and to the benefit of the Purchaser forever in the manner aforesaid as the Purchaser shall or may reasonably require.

Contd...p/11


 Palakata Industries Ltd
 Amit Kumar Agarwal
 Director

f) The Vendor confirms that all amounts of taxes land revenue and other moneys upto the date immediately preceding the date hereof have been or shall be paid and if hereafter any amount is demanded on account of any payment for the period upto the date immediately preceding the date hereof then the Vendor doth hereby expressly agrees and undertakes to pay and satisfy the same and keep the Purchaser saved indemnified and harmless therefrom.

g) Pending completion of registration of this sale deed the Purchaser shall be at liberty to do all acts, deeds and things in the name and on behalf of the Vendor with regard to the said Property and to enable the Purchaser to do so the Vendor doth hereby appoints the Purchaser as its true and lawful constituted attorney to do all acts, deeds and things in the name and on behalf of the Vendor with regard to the said Property including execution and registration of all further and/or subsequent sale deeds and/or transfer document in respect of the said Property subject to the condition that the Vendor shall have no liability, financial or otherwise and such powers shall be exerciseable by any director or officer or person appointed by the Board of Directors of the Purchaser in this regard and the Purchaser having an interest in the subject matter of agency such agency shall be irrevocable at the instance of the Vendor or any person claiming through or under it and shall be binding on all its successors and representatives and notwithstanding any thing contained herein the agency hereby created by the Vendor in favour of the Purchaser shall stand cancelled and revoked upon completion of the registration of this Sale Deed.

Contd...p/12

Pargana Baikunthapur
Pargana Industries Ltd
Director
Amit Kumar

THE SCHEDULE ABOVE REFERRED TO

(Description of the Property to be Sold)

ALL THAT pieces or parcels of non agricultural land measuring 10(ten) Kathas 14(Fourteen) Chhatacks comprised in R.S.Khatian No. 569/1, appertaining to Part of Plot No. 237 (Two hundred Thirty Seven) in Sheet No. 8, of Mouza Dabgram, Pargana Baikunthapur, P.S.Bhaktinagar(Formerly Rajganj), J.L.No. 2(Two) , Touzi No. 3(Three) District Jalpaiguri and butted and bounded as follows:

On the NORTH : By 20' - 0" wide road

On the SOUTH : By Land of Terai Tea Co.Ltd.

On the EAST : By Land occupied by Sankar Prasad

On the WEST : By Land of the Vendor

and delineated in the map or plan attached hereto and bordered in red colour therein.

Contd...p/13

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

Witnesses:

1. [Signature]
ARUN THAKUR
2nd Mile
Sevoka Road
Siliguri

2. Ratan Kumar Bagchi
Siliguri

Palakata Industries Ltd

[Signature]
Amit Kumar Agarwala
Director

Signature of the Vendor

For Terai Infrastructures Ltd.

[Signature]
Sita Ram Sanyal
Director

Signature of the Purchaser

Drafted, read over and
explained to the parties by
me

[Signature]
[Ratan Kumar Bagchi]
Advocate, Siliguri.

Palakata Industries Ltd
Amit Kumar Agarwala
Director

RECEIVED of and from the within-named Purchaser
the within-mentioned sum of Rs.1,15,00,000/- (Rupees
One Crore Fifteen lacs) only being the full consideration
money as per Memo below :

MEMO OF CONSIDERATION
[PAYMENT MADE TO THE VENDOR]

1	By Cheque being no. 278590 dated 28.03.06 issued in favour of Falakata Industries Limited Drawn on Bank of India, Kolkata	Rs.1,15,00,000/-
---	---	------------------

(Rupees One Crore Fifteen lacs only)

Witnesses:

1. Arun Thakur
ARUN THAKUR
2nd Mile
Sevoke Road
Siliguri.
2. Rabin Choudhary
Rabin Choudhary
Siliguri.

Falakata Industries Ltd
Amit Kumar Agarwala
Director

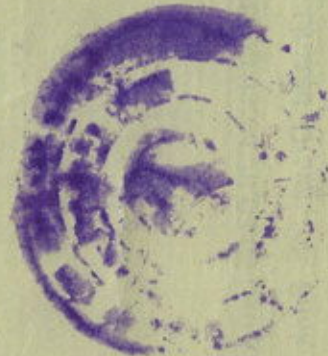
Signature of the Vendor

For Teral Infrastructures Ltd

Silpa Kumar
Director

Signature of the Purchaser

Book No. I Volume No. 51
Page 147 to 158
Serial No. 2479 for the year 2006



Registrar Authorized u/s. 7(2)
of Act, XVI of 1908, Jalpaiguri



Registrar Authorized u/s. 7(2)
of Act, XVI of 1908, Jalpaiguri
14-06-07

EXECUTANT SHEET



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Zalaka Industries Ltd

Signature of Director
Signature with date



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Director

For Terai Infrastructures Ltd.

Signature of Director
Signature with date

CLAIMANT SHEET

PHOTO. Full Signature of the person	Left Hand	Fore Finger	Middle Finger	Ring Finger	Little Finger

Signature with date

PHOTO. Full Signature of the person	Left Hand	Fore Finger	Middle Finger	Ring Finger	Little Finger

Signature of Identifier

Signature of R. O.

Signature with date

SKETCH MAP SHOWING THE LAND PROPOSED POSITION TO BE S A L E.

SCHEDULE OF THE LAND:- PARGANA:-BAIKUNTHAPUR, MOUZA:-DABGRAM, SHEET NO:- 8,
J.L. NO:- 2, KHATIAN NO:- 569/1, PLOT NO:- 237 (PART.), P.S:-DHAKTINAGAR.

NAME OF THE PURCHASER.

TERAI INFRASTRUCTURES LTD.
AGARWALA HOUSE
SEVOKE ROAD, 2ND MILE,
SILIGURI, P.S.- DHAKTINAGAR
DIST.- JALPAIGURI

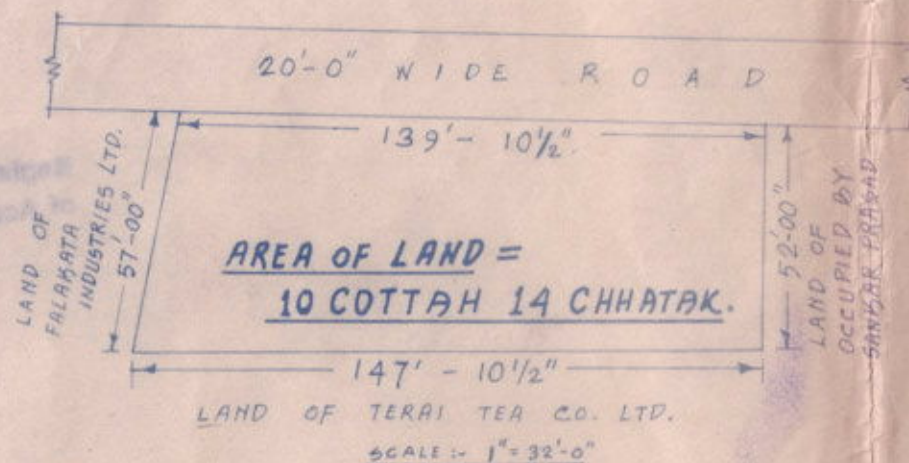
NAME OF THE SELLER.

FALAKATA INDUSTRIES LTD.
2ND MILE, SEVOKE ROAD
SILIGURI, P.S.- DHAKTINAGAR
DIST.- JALPAIGURI.

* PROPOSED LAND SHOWN BY RED LINE.

N

S



For Terai Infrastructures Ltd.

Satish Kumar Swamy
Director

Falakata Industries Ltd.

1/10/2016
Amit Kumar Agarwala
Director
SIGN. OF SELLER

MAP DRN BY :-

28/3/06
SILIGURI