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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

014467

108,70,400/-
 1,00,000/- + 7,69,602/-

93
 119,570/-
 28/-
 41/-
 1.19.602/-
 10.00

Stamp duty under the Act of 1908
 119,570 + 28 + 41 = 1,19,602.00

Stamp duty under the Act of 1908
 119,570 + 28 + 41 = 1,19,602.00

Stamp duty under the Act of 1908
 119,570 + 28 + 41 = 1,19,602.00

17 APR 2004

DEED OF CONVEYANCE

Seven lac sixty nine thousand six hundred and thirty two only
 7,69,632/-

Uncle

17.4.06
 17.4.06

527	06
250.00	
60.00	
18.00	
328.00	

17.4.06

159 A

Terai Infrastructures Ltd.

11, Govt. Place East - Kol-69.

Jalain Collectorate,
Treasury

10/4/06

Treasury

Presented for Registration at.....
A.M./P.M. on the 17th.....day of.....
200.....of the District Sub-Registrar Office,
Jalpaiguri/at his Private Residence by.....
Jivan Jaiswal.....Executants/Claimants

SCORPIO COMMERCE PVT. LTD

Jivan Jaiswal

DIRECTOR

Registrar Authorised u/s. 7(1)
of Act. XVI of 1908, Jalpaiguri

SCORPIO COMMERCE PVT. LTD

Jivan Jaiswal

DIRECTOR

ARUN THARD.
Late G. P. THARD
2nd mile
Siroke Road
Siliguri

ARUN THARD
Late G. P. THARD
2nd mile Siroke Road
Siliguri Di Jalpaiguri
Hindu/Muslim

Registrar Authorised u/s. 7(1),
of Act. XVI of 1908, Jalpaiguri

17 APR 2006



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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- 2 -

CAPIB COMMERCE PVT. LTD.
Tivan Tivind
SECRET

DEED OF CONVEYANCE

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11 Gov Place East Col

Isibata Collectorate,
Treasury

10/4/06

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TREASURY
10/4/06

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10/4/06



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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COMPUD COMMERCE PVT. LTD.

Timu Tishu
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- 3 -

DEED OF CONVEYANCE

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Pesai Infrastructure Ltd
11 Govt Place East K0169

Malaya Collectorate,
Treasury

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TREASURY
MALAYA

DEED OF 10/11/1908



[Signature]
TREASURY
MALAYA



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

014470

- 4 -

CHAND COMMERCE PVT. LTD
Tivan T. S. Sanyal
CHAND

THIS INDENTURE MADE THIS THE ____ DAY OF APRIL
TWO THOUSAND SIX

Amk

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Tenai Infastmehiks Ltd
11 Groot Place East Kot-69

Islands Collectorate,
Treasury

Treasury

Dated 10/4/08

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TREASURY
10/4/08

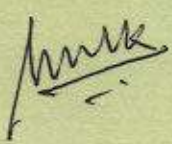
THE HONORABLE
TWO THOUSAND

1000

1000

BETWEENVACANT LAND

Value : Rs.1,08,70,400/-
Area : 15[fifteen] Kathas 8[eight] Chhataks 29[twenty nine]
square feet or more or less 0.2566 Acres
Mouza : Dabgram
J.L. No. : 2
Khatian No. : 569/1
Sheet No. : 8
Plot No. : 237[P]
Ward No. : XLI of S.M.C.
Police Station : Bhaktinagar
District : Jalpaiguri

 SCORPIO COMMERCE PRIVATE LIMITED, PAN
AAHCS 7986 B, a company incorporated under the
provisions of the Companies Act, 1956 having its
registered office at 123, Bipin Behari Gangulee Street,
Kolkata 700012 represented by its Director Jivan
Jaiswal, Son of Sri Prithivi Chand Jaiswal hereinafter
called "the VENDOR" (which expression shall mean and
include unless excluded by or repugnant to the context
its successors, administrators, representatives and
assigns) of the ONE PART.



Registrar Authorised u/a. 7(1)
of Act, XVI of 1908, Jalpalgaon

17 APR 2006

AND

TERAI INFRASTRUCTURE LIMITED, PAN AACCT
 3694 E, a company incorporated under the provisions of
 the Companies Act, 1956 having its registered office at
 11, Govt. Place (East), Kolkata-700069 and
 Administrative Office at Agarwal House, 2nd Mile,
 Sevoke Road, Post Office-Siliguri- 734001, Police
 Station- Bhaktinagar, District- Jalpaiguri 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 represented by its
 Director Sri Sitaram Sharma, Son of Late Ghan Shyam
 Sharma having his office at Agarwal House, 2nd Mile,
 Sevoke Road, Post Office- Siliguri- 734001, Police
 Station- Bhaktinagar, District- Jalpaiguri..

- A. WHEREAS one Dharampal Tripathi and others were the absolute and exclusive owner in possession of all that piece and parcel of land measuring 2.46 acres appertaining to and forming part of Plot Nos.237, 238, 239, 240, 247, 248, 249, 250, 251, 252 and 253 recorded in C.S. Khatian No.1126, Sheet No.7, within Mouza Dabgram, Pargana- Baikunthapur, Police Station- Rajganj [at present Bhaktinagar], District-

mark

COMPUS COMMERCIAL PVT. LTD.
Tivoli Towers
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Jalpaiguri and held and occupied the said land under the then Jotedar Sri Mahal Singh having heritable and transferable right, title and interest therein.

B. AND WHEREAS being owners in such possession said Dharampal Tripathi and others sold and transferred their entire land measuring 2.46 acres to and in favour of Sri Radha Mohan Prasad, Son of Late Ram Krishna Prasad by executing two separate deeds of Sale out of which one was registered on 22.06.1949 at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No- I, Volume No.32 at pages 172 to 177, Being No.3102 of 1949 and the second one was registered on 13.02.1950 at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No- I, Volume No.4 at pages 241 to 245, Being No.565 of 1950 and by virtue of such purchase said Radha Mohan Prasad acquired the said plot of land in his khas actual and physical possession having permanent heritable and transferable right, title and interest therein.

C. AND WHEREAS after enforcement of West Bengal Estate Acquisition Act, 1953, the right of the intermediary was vested to the state under Section 4 of the said Act and during settlement operation the record of right was prepared in the name of the intermediary

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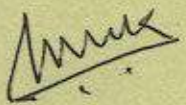
Sri Mahal Singh under Section 6 of the W.B.E.A. Act as the area of the land retained by him was within ceiling limit and Record of right was finally published on 17.07.1954 being Khatian No.569. Thereafter the said R.C.R. was revised and "Khanda Khatian" was prepared being No.569/1 in the names of Mahal Singh, Saben Singh and Jatin Singh and Ram Arjun Das.

- D. AND WHEREAS on the prayer of said Radha Mohan Prasad, his name was duly mutated in Record-of-right vide Mutation Case Nos.IX-II-861/64-65 and IX-II-862/64-65 from the office of the J.L.R.O, Rajganj, District- Jalpaiguri.
- E. AND WHEREAS said Radha Mohan Prasad while in possession of the said plot of land measuring 6 Bighas $2\frac{9}{4}$ Kathas or more or less 2.042 Acres conveyed the said plot of land to and in favour of his wife Smt Jamuna Prasad by a Deed of Settlement registered on 18.04.1969 at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No- I, Volume No.4 at pages 151 to 155, Being No.108 of 1969 and by virtue of such settlement said Jamuna Devi Prasad acquired the said plot of land measuring 6 Bighas $2\frac{9}{4}$ Kathas or more or less 2.042 Acres in her khas actual and physical possession having permanent heritable and

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transferable right, title and interest therein and thereafter her name was duly mutated in the Record of right vide Mutation Case No.IX-II/373 of 1976-77 (R) from the office of the J.L.R.O., Rajganj in Khaitan No.569/1, Sheet No.8, Plot No.237(P).

- F. AND WHEREAS being owner in such possession Smt Jamuna Devi Prasad, Wife of Late Radha Mohan Prasad sold and transferred a plot of land measuring 15[fifteen] Kathas 8[eight] Chhataks 29[twenty nine] Square Feet or more or less 0.2566 Acres out of her aforesaid land represented through her duly appointed constituted Attorney Sri Anmole Prasad, Son of Late Radha Mohan Prasad to and in favour of Smt Sunita Periwal, Smt Alka Periwal and Smt Asha Periwal by a Deed of Sale executed and presented on 19.07.2002 on commission before the District Sub-Registrar, Jalpaiguri and registered on 02.08.2002 and recorded in Book No- I, Volume No.46 at pages 99 to 104, Being No.3800 for the year 2002 and by virtue of such purchase above named Smt Sunita Periwal, Smt Alka Periwal and Smt Asha Periwal acquired the said plot of land in their khas actual and physical possession having permanent heritable and transferable right, title and interest therein.



- G. AND WHEREAS said Smt Sunita Periwal, Smt Alka Periwal and Smt Asha Periwal being owners in such possession sold and transferred the entire land measuring 15[fifteen] Kathas 8[eight] Chhataks 29[twenty nine] Square Feet or more or less 0.2566 Acres to and in favour of SCORPIO COMMERCE PRIVATE LIMITED the Vendor hereof by executing a Deed of Conveyance duly registered at the office of the District Registrar, Jalpaiguri and by virtue of the such purchase the Vendor hereof acquired the said plot of land morefully described in the schedule herein below in its khas actual and physical possession having permanent heritable and transferable right, title and interest therein.
- H. AND WHEREAS the Vendor being in such possession has expressed its desire to sell its aforesaid plot of land measuring 15[fifteen] Kathas 8[eight] Chhataks 29[twenty nine] Square Feet or more or less 0.2566 Acres appertaining to and forming part of Plot No.237, Sheet No.8, recorded in Khatian No.569/1, in Mouza-Dabgram, Police Station- Bhaktinagar, District-Jalpaiguri morefully described in the schedule herein below, free from all encumbrances and charges whatsoever delineated in the site plan annexed herewith marked with Red border.

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CHANDU COMMERCE PVT. LTD.
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- I. AND WHEREAS the Purchaser is willing to purchase the said land fully described in the schedule hereunder and has offered a sum of Rs.1,08,70,400.00 [Rupees one crore eight lacs seventy thousand and four hundred] only.
- J. AND WHEREAS the Vendor have accepted the said offer made by the Purchaser as fair, reasonable and highest price prevailing in the present market and has agreed to sell the said plot of land measuring 15[fifteen] Kathas 8[eight] Chhataks 29[twenty nine] Square Feet or more or less 0.2566 Acres morefully described in the Schedule hereunder, free from all encumbrances and charges whatsoever.
- K. WHEREAS the Purchaser has requested the Vendor to complete the transaction.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the said sum of Rs.1,08,70,400.00 [Rupees one crore eight lacs seventy thousand and four hundred] only of the lawful money of the Union of India well and truly paid by the Purchaser to the

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CHURPI COMMERCE PVT. LTD.
Tivan Tahirul
DIRECTOR

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 is hereby conveyed) the Vendor doth hereby grant, convey, assign and assure unto and in favour of the Purchaser All that piece or parcel of land measuring 15[fifteen] Kathas 8[eight] Chhataks 29[twenty nine] Square Feet or more or less 0.2566 Acres comprised in R.S. Khatian No.569/1, Sheet No.8 appertaining to and forming part of Plot No.237 situates in Mouza- Dabgram, Pargana- Baikunthapur, J.L. No.2, Touzi No.3, Ward No.41 of Siliguri Municipal Corporation, Police Station- Bhaktinagar (formerly Rajganj), District- Jalpaiguri and morefully described in the schedule hereunder and delineated in the site plan attached hereto and marked with Red border and herein referred to as "the 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

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ancient and other rights, liberties, privileges, easement, appurtenances whatsoever belonging or in anyways 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 legal incidents thereof TOGETHER WITH full powers and authorities to the Purchaser as the constituted attorney for and on behalf of in the name of the Vendor irrevocably to appear before any Officer of the Municipal Corporation 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 Municipal Corporation or Record of Rights and records of other Governmental 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 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 reappoint TO HAVE AND HOLD the said Property hereby granted sold, conveyed and

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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 lis pendens 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 have now a good rightful power and lawful and absolute authority by these presents to grant, transfer, convey, sell, assign and assure unto the Purchaser

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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 raiyat 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 persons lawfully or equitably claiming through under or in trust for it.
- 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.

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d) The said Property is not affected by any attachment including the attachment under any certificate cases or any proceeding started at the instance of the Income Tax Authorities or other Governmental Authorities under the Public Demand Recovery Act or otherwise whatsoever and that there are no certificate cases or proceedings pending against it for realization of 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.

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Jivan Jivani
01/11/2010

e) The Vendor and all persons having lawful and 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.

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 agree and undertakes to pay and satisfy

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Tivon Tishur

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 appoint the Purchaser as their 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 exercisable 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 persons claiming through or under it and shall be binding on all its successors and representatives and notwithstanding anything contained herein the agency hereby created by

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Jivan T. Das
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the Vendor in favour of the Purchaser shall stand cancelled and revoked upon completion of the registration of this Sale Deed.

✓ The Schedule Above Referred to

All that piece or parcel of vacant non-agricultural land measuring 15[fifteen] Kathas 8[eight] Chhataks 29[twenty nine] Square Feet or more or less 0.2566 Acres appertaining to and forming part of plot No.237, under Sheet No.8, recorded in Khatian No.569/1 held under the State of West Bengal situates within Mouza- Dabgram, Pargana- Baikunthapur, J.L. No.2, Touzi No.3, Ward No. XLI of Siliguri Municipal Corporation, Police Station- Bhaktinagar, District- Jalpaiguri as delineated in the Site Plan annexed herewith and marked with RED border.

The said plot of land is butted and bounded as follows:

By North- Land of Terai Tea Company Limited;
By South- Land of Roy's and the Purchaser;
By East- Land of Amartya Comercial (P) Ltd.;
By West- Land of Siliguri Flour Mill;

M. M. Das

IN WITNESSETH WHEREOF the Vendor and Purchaser doth hereby put their hands on these presents on this day, month and year above written in the presence of

Witnesses:

1. ARUN THAKUR.
Late O.P. THAKUR.
2nd Mile
Sevoka Road.
Siliguri

2. Poushpa Chakraborty
Advocate, Siliguri.

TERAL COMMERCE PVT. LTD.
Tivan Tivan
DIRECTOR

Signature of the Vendor

For Teral Infrastructures Ltd.

Silakan Sanyal
Director

Signature of the Purchaser

Drafted, read over and explained to the parties by me and printed in my chamber.

Nikhil Chakraborty
[Nikhil Chakraborty]

Advocate

Enrolment No.WB/166/1965

MEMO OF CONSIDERATION
[Payment made to the Vendor]

1. By Cheque being No. 278521
dated 19.01.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.2,00,000/-
2. By Cheque being No. 278518
dated 17.01.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.12,50,000/-
3. By Cheque being No. 278526
dated 20.01.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.10,00,000/-
4. By Cheque being No. 278527
dated 20.01.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.10,00,000/-
5. By Cheque being No. 278528
dated 20.01.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.15,00,000/-
6. By Cheque being No. 278533
dated 01.02.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.10,00,000/-



7. By Cheque being No. 278543
dated 01.02.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.12,50,000/-
8. By Cheque being No. 278544
dated 01.02.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.12,50,000/-
9. By Cheque being No. 278551
dated 01.02.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.15,00,000/-
10. By Cheque being No. 278594
dated 03.04.2006 issued in
favour of Scorpio Commerce Pvt.
Ltd. drawn on Bank of India,
Kolkata Rs.9,20,400/-

Total..... Rs.1,08,70,400.00

Witnesses:

1. ARUN THARD
Late D.P. THARD,
2nd Mile
Sevoke Road,
Siliguri

2. Pousona Chatterborty
Advocate, Siliguri.

SCORPIO COMMERCE PVT. LTD

Jivan Jaiswal
DIRECTOR

Signature of the Vendor

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

17 APR 2006

Serial No. I
Page No. 191
Volume No. 208
2006

06-08-07

411, 725 2006

EXECUTANT SHEET

 <i>Divyanshu Jain</i> <i>Divyanshu Jain</i>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left hand					
	Right hand					

CORPID CHIMMERCE PVT. LTD
Divyanshu Jain
DIRECTOR

Signature with Date

CLAIMANT

 <i>Sita Ram Sharma</i> <i>Sita Ram Sharma</i>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left hand					
	Right hand					

For Terai Infrastructures Ltd.
Sita Ram Sharma
Director

Signature with Date

"SITE PLAN SHOWING THE LAND"

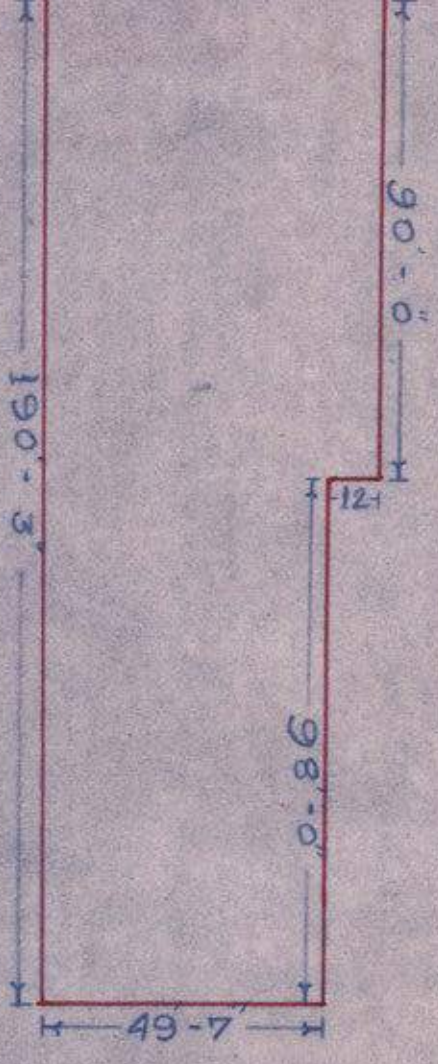
THE PURCHASER:- TERAI INFRASTRUCTURES LIMITED, OF "BUREWALA HOUSE", AND MILE SEVORE-14/001

THE SELLER:- SCORPIO COMMERCIAL (P) LTD, OF 123 B.B. GANDHUY STREET KOLKATA-12.
 THE LAND MOUZA- DABGURAN, PARGANA- BALKUNTIPUR, COORD NO-41, SECT NO-8, U.L. NO-2,
 3, KUTUBAN NO-569/1, PLOT NO-237 (PART) P.O. SEVORE ROAD, P.S. BALKUNTIPUR, DIST- JALPAIGURI
 LAND TO BE SOLD:- 15 KATHA, 8 CHHATHA, 29.5 G.FT. OF 0.2570 ACARE.

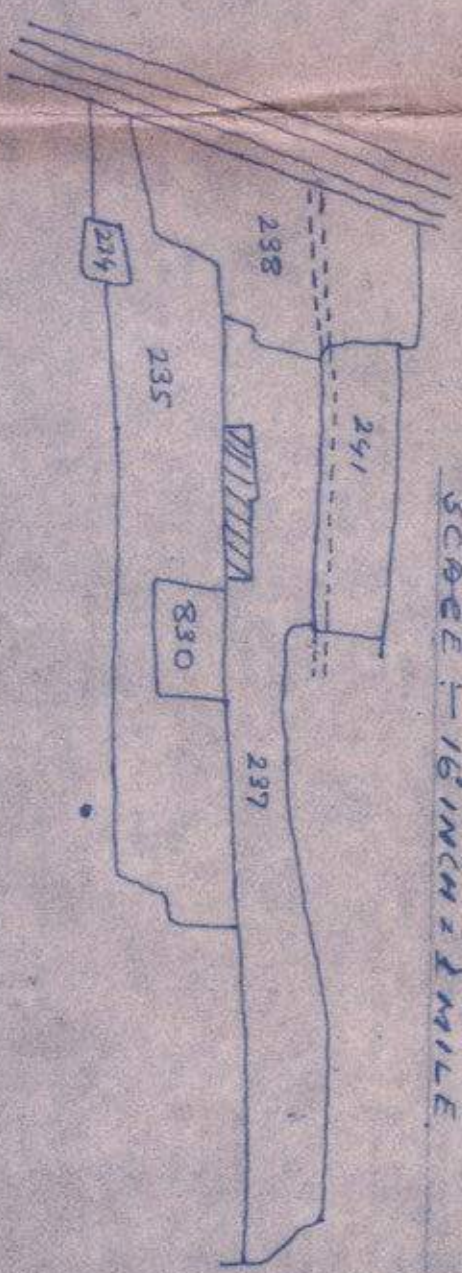
(SCALE:- 1" INCH = 35 FT.)

LAND OF TERAI INFRASTRUCTURES COMPANY LIMITED

-TED-



LAND OF M/S AMARTIY COMMERCE (P) LTD.



PART MAP OF MOUZA- DABGURAN
 SHEET NO-8, U.L. NO-2
 SCALE:- 16 INCH = 1 MILE