

1510
Le Jardin des Luchiers Ltd
11 Corn Square East End of

1



Junoon Jaiswal
Surgio exonerato Pvt-Ltd,
Bareilly

Name..... Dr. Jaleel
By caste..... Hindu/Muslim
By profession.....



Ilvan Taisud

From Shard
 to Dr. Shard
 of General Inservable
 The Dr. Shard
 By Case Dr. Shard
 By Professor Shard

[illegible]

Supervisor Anderson
of det. No. of 1908, Johnston

28 APR 2006

159B

Sold to Terai Development Fund Ltd.
11 Govt Place East Kolkata

Within Collection to

Treasury

2

Dated 18/4/06

DEED OF CONVEYANCE

Registered Document No. 122
Vol. XVI of 1907, Jalpaiguri

22



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

014472

:3:

DEED OF CONVEYANCE

Contd...p/4

159B

Terai Infrastructure Ltd
11 Gore Place, East Kailash

Iskcon Collectorate,

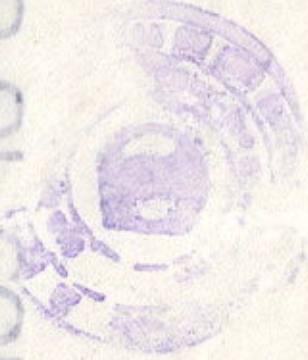
Treasury

2

2014/06

RECEIVED
TREASURY
2014/06

DEED OF CONVEYANCE



Comm. No.

Register Authorized 2014/06
of Act, XVI of 1992, 2014/06

28 APR 2006



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

014471

:4:

RECEIVED COMMERCIAL PVT. LTD.
Ivan Torsney
014471

০১/০৪/১৯

THIS SALE DEED MADE THIS THE 28th

DAY OF APRIL TWO THOUSAND AND

SIX

Contd...p/5

159 B

Terai Infrastructures Ltd.

11, Govt. Place East, Kol-69.

Kathin Collectorate,

Treasury

8

Dated 10/4/06

4 x 25,000 = 1,00,000/-

THIS CERTIFICATE MADE THIS THE SIXTH DAY OF APRIL TWO THOUSAND AND SIX

Register Authored by A. B. B. of Act XVI of 1909, J. B. B.

Conf. B. B.

28 APR 2006

SCORPIO COMMERCE PVT. LTD.
DIRECTOR
Jivan Jaiswal

VACANT LAND

Area	:	2[Two] Kathas 8[Eight] Chhataks
Plot No.	:	237
Khatian No.	:	569/1
Mouza	:	Dabgram
Pargana	:	Baikunthapur
J.L. No.	:	2
Sheet No.	:	8
Ward No.	:	XLI of S.M.C.
Police Station	:	Bhaktinagar
District	:	Jalpaiguri

BETWEEN

M/S.TERA INFRASTRUCTURES LTD. Pan No. AACCT3694E 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 ONE PART.

AND

M/S.SCORPIO COMMERCE PVT.LTD. Pan No. AAHCSA7986B, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 123, Bepin Behari Ganguly Street, Kolkata-700 012 being represented by its Director Sri Jivan Jaiswal son of Sri Prithivi Chand Jaiswal hereinafter called "The FIRST PARTY/VENDOR (which expression shall mean and include unless excluded by or repugnant to the context its successors, administrators, representatives and assigns) of the "OTHER PART"

Contd...p/6

28 APR 2005

Registered
J. 8081 of 1808, Jalpaiguri
2/2

Contd. ...

property for the purpose of mutation of the name of the purchaser in the
relevant authority and/or any other authority concerned the said
purchaser to submit such documents of the municipality of land
concerned authority in the name of the vendor
TOGETHER WITH the said documents to the purchaser in the
city and every part of the city of the legal interests thereof
of whatsoever nature and kind and rights and claims
thereon or known as well as of the name of the vendor and the location
pertaining to the said property or any part thereof or any other
appurtenances and appurtenances whatsoever belonging to or in
advantage of ancient and other rights, liberties, privileges, easements,
WITH all singular the said, years, conditions, ways, paths, passages,
boundaries called known or otherwise described or distinguished TOGETHER
any time or times heretofore were or was situated, tenanted, built and
OTHERWISE the said property or any part thereof now are or is or of
ancient and herein referred to as the said property, in HOWSOEVER
determined in the past or plan attached hereto and contained in the same
position and more fully referred to in the attached hereto and
Deed of the said property, in the City of ...
No. 208, situated in the ...
Attest: ...
In witness whereof I have signed these presents at ...
In the presence of ...

RECEIVED ...
...
...

PRASAD COMMERCE PVT. LTD.
 I have Issued
 DIRECT

AND

A. WHEREAS One Radha Mohan Prasad S/o. Ram Krishna Ram resident of Kalingpong in the District of Darjeeling was in absolute possession of lands measuring 6 Bighas 2-9/40 Kathas having permanent heritable and transferable right, title and interest therein.

AND

B. WHEREAS the said Radha Mohan Prasad being owners in such possession conveyed the said plot of land to and in favour of his wife Smt Jamuna Devi Prasad the Vendor thereof by a Deed of Settlement registered on 18.04.1969 at the office of the District Sub-Registrar, Darjeeling and recorded in Book No- 1, 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 2.02 acres or more or less 6 Bighas 2-9/4 Kathas in her khas actual and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND

C. WHEREAS thereafter the said Smt.Jamuna Devi Prasad has duly mutated her name in the Record-of-Right vide Mutation Case No.DX-II/373 of 76-77(R) dated 13.01.1977 from the office of the J.L.R.O., Rajganj and she had been paying land revenue in her own name.

Contd...p/7

SCORPIO COMMERCE PVT. LTD.
DIRECTOR
Jivan Jaiswal

AND

D. WHEREAS the said Smt. Jamuna Devi Prasad being owner in such possession has sold and transferred a part of the aforesaid lands measuring 2[Two] Kathas 8[Eight] Chhataks to and in favour of M/S. Amartya Commercial Private Limited having their Registered office at 453, Bidhan Road, Siliguri by executing a Deed of Conveyance duly registered at the office of the District Registrar, Jalpaiguri being Deed No. I 1224 dated 6.03.2006 and by virtue of which the said Amartya Commercial (P) Ltd. became the sole and absolute owner of the said plot of land measuring 2[Two] Kathas 8[Eight] Chhataks and was in its khas, actual and physical possession of the said property having permanent, heritable and transferable right, title and interest therein.

AND

E. WHEREAS the said Amartya Commercial (P) Ltd. having their Registered office at 453, Bidhan Road, Siliguri being owner in such possession has sold the aforesaid land and transferred the entire land measuring 2[Two] Kathas 8[Eight] Chhataks to and in favour of M/S. Scorpio Commerce Private Limited by executing a Deed of Conveyance duly Registered at the Office of the District Registrar, Jalpaiguri and by virtue of such purchase the said Scorpio Commerce Private Limited became the sole and absolute owner of the said land measuring 2[Two] Kathas 8[Eight] Chhataks and was in its khas, actual and physical possession of the said property having permanent, heritable and transferable, right, title and interest therein.

AND

F. WHEREAS the vendor being owner in such possession has expressed its desire to sell a part of the said plot of land measuring 2[Two] Kathas 8[Eight] Chhataks hereinafter referred as the "PROPERTY" more fully described in the Schedule here-in-below.

Contd...p/8

REPUBLIC COMMERCIAL PVT. LTD.
 Havan Jethwa
 DIRECTOR

AND

G. WHEREAS the purchaser has agreed to purchase the aforesaid land measuring 2[Two] Kathas 8[Eight] Chhataks appertaining to plot no. 237 under Sheet No. 8 recorded in Khatian No. 569/1 situated at Mouza Dabgaon, JL NO. 2, Police Station Bhaktinagar in Ward No. 41 of Siliguri Municipal Corporation and morefully described in the Schedule hereunder written and herein referred to as "THE SAID PROPERTY" as and for the consideration aggregating to a sum of Rs. 1750000 (Rupees Seventeen lacs Fifty thousand) only.

AND

H. WHEREAS the VENDOR has accepted the said offer made by the purchaser as fair and reasonable and highest prevailing in the present market and has agreed to sell the said property to the purchaser.

I. AND 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. 17,50,000/- (Rupees Seventeen lacs fifty thousand) 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

Contd...p/9

REPUBLIC COMMERCIAL PVT. LTD.
 Iyer T. S. S. S.
 DIRECTOR

favour of the Purchaser All That pieces or parcels of land measuring 2[Two] Kathas 8[Eight] Chhataks more or/less comprised in R.S. Khatian No. 569/1 appertaining to plot no. 237 in Sheet no. 8 of Mouza Dabgram, Pargana Baikanthapur, P.S. Bhaktinagar J.L. no. 2, District 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

Contd...p/10

Wm. S. S. S.

CORPORATE COMMERCIAL PVT. LTD.
 I have
 T. J. S. W. J.

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 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.

Contd...p/11

ACERPIO COMMERCIAL PVT. LTD.
Tilva Jaiswal
DIRECTOR

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.

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 ~~lians~~ 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.

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CEPRID COMMERCE PVT. LTD.
 Iivan Jellu
 10/11/20

- 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 reascnable 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 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

Contd...p/13

10/11/20

RECEIVED TRIMMER PT. LTD.
 15/05/2011
 10/05/2011

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 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.

THE SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All that piece or parcel of raiyati homestead land measuring 2(Two) Kathas 8(Eight) Chatacks the proportionate rent for the demised plot of land is payable to the landlord the Government of West Bengal represented by the B.L. & L.R.O. Rajganj situated within Pargona-Baikunthapur, Mouza Dabgram, J.L.No. 2, P.S.Bhaktinagar, S.R.Office & District Jalpaiguri appertaining to R.S. Khatian No. 569/1 in Sheet No. 8, comprising of part of Plot No. 237 measuring 2[Two] Kathas 8[Eight] Chatacks of land is hereby sold and the sold land is No. 12 as shown in the annexed site plan and forming part of these presents.

Contd...p/14

TERAL INFRASTRUCTURES PVT. LTD.
Tivan Taisul
DIRECTOR

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

North-	Land of Teral Tea Co. Ltd.
South-	Land of Sakalu Roy and others ;
East -	Land of Teral Infrastructures Ltd. and 12' wide road ;
West-	Land of Teral Infrastructures Ltd.

IN WITNESSETH WHEREOF the Vendor put the signature through her Constituted Attorney on this deed on the day , month and year first above written.

Witnesses:

1. ARUN THAR.
2nd Mile, Sevoke Rd.
Siliguri

2. Babu, Santanu
Jalpaiguri

CORPID COMMERCE PVT. LTD

Tivan Taisul
DIRECTOR

Signature of the Vendor
For Teral Infrastructures Ltd.

Santa Rana Sanyal
Director

Signature of the Purchaser

Drafted, read over and explained
to the parties by me

[Signature]

[Ratan Kumar Bagchi]
Advocate, Siliguri.

Received of and from the within-named purchaser the within-mentioned sum of Rs. 17,50,000/- (Rupees Seventeen lacs Fifty Thousand) only being full Consideration money as per memo below:

MEMO OF CONSIDERATION
[PAYMENT MADE TO THE VENDOR]

		Amount (in Rs.)
1	By Cheque being No. 278546 dated 01.02.06 issued in favour of Scorpio Commerce Pvt.Ltd. drawn on Bank of India, Kolkata	Rs.2,00,000/-
2	By Cheque being No. 278598 dated 03.04.06 issued in favour of Scorpio Commerce Pvt.Ltd. drawn on Bank of India, Kolkata	Rs.15,50,000/-
Total		Rs.17,50,000/-

(Rupees Seventeen lacs fifty thousand only)

Witnesses:

1. ARUNTHARD.
2nd mile.
Sevoke Road
Siliguda

2. Babu Sarkar
Jaisangir

SCORPIO COMMERCE PVT. LTD

Tivan Tejwani
DIRECTOR

Signature of the Vendor

For Total Infrastructures Ltd.

Director

Signature of the Purchaser

received of and from the within named
 person the within mentioned sum or
 amount as per memo below:

[PAYMENT MADE TO THE VENDOR]
 MEMO OF CONSIDERATION

Amount (in Rs.)	
Rs 3,00,000/-	1 By Cheque bearing No. 238249 dated 01.03.05 payable in favour of Section Commerce P.W.D. Govt. of India.
Rs 12,50,000/-	2 By Cheque bearing No. 238248 of 04/03/05
Rs 13,50,000/-	3 By Cheque bearing No. 238249 of 04/03/05
Rs 13,50,000/-	4 By Cheque bearing No. 238249 of 04/03/05
Rs 13,50,000/-	5 By Cheque bearing No. 238249 of 04/03/05



Registrar Authorized u/s 7(2)
 of Act, XVI of 1908, Jaipur
 28 APR 2006

Page No. 3120
 Volume No. 69
 14
 18.06



23-08-07
 Registrar Authorized u/s 7(2)
 of Act, XVI of 1908, Jaipur

"SITE PLAN SHOWING THE LAND"

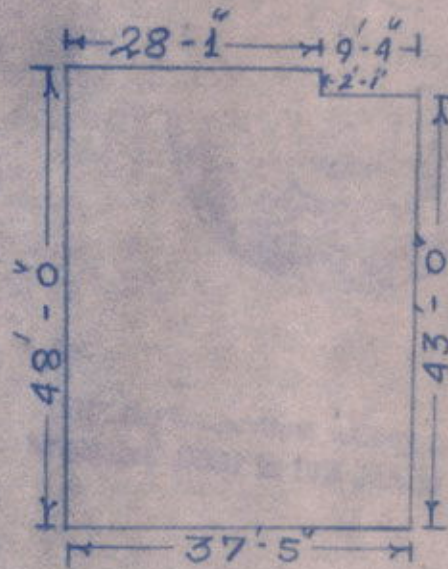
NAME OF PURCHASER: TERAI INFRASTRUCTURES LIMITED, 2ND MILE SEVOKE ROAD SILIGURI.
 NAME OF SELLER: SCORPIO COMMERCE PRIVATE LIMITED, 123 BEPIN BEHARI GANGULY -
 STREET KOLKATA-700012.

SCHEDULE OF LAND MOUZA-DABHURAM, PARGANA-BAIKUNTHAPUR, KHATAN NO-R.S. 569/1,
 SHEET NO-8, J.L. NO-2, TOUZINO-3, PLOT NO-237, PS. BHARTINAGAR, DIST. JALPAIGURI.
 AREA OF LAND TO BE SOLD: 2 KATHA, 8 CHHATAK.

(SCALE: 1" INCH = 20 FT.)

LAND OF TERAI TEA COMPANY LIMITED

LAND OF TERAI INFRASTRUCTURES LIMITED



LAND OF SAKALU-ROY AND OTHERS.

LAND OF TERAI INFRASTRUCTURES LIMITED AND 12'-0" WIDE ROAD.

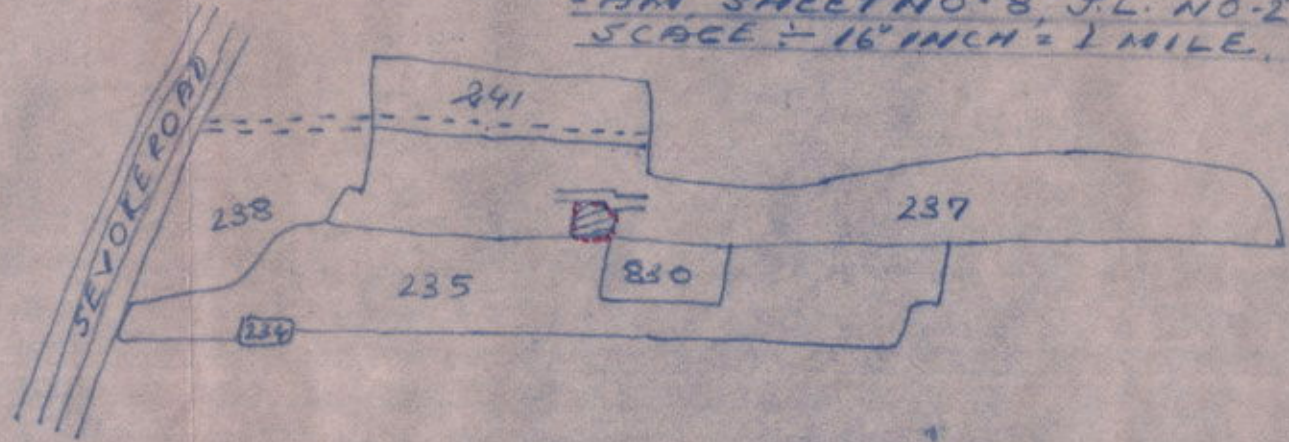
SCORPIO COMMERCE PVT. LTD

Jivan Jaiswal

DIRECTOR

SIGNATURE OF SELLER:

PART MAP OF MOUZA-DABHURAM, SHEET NO-8, J.L. NO-2.
 SCALE: 16" INCH = 1 MILE.



For Terai Infrastructures Ltd.

Sil's Ram Sanyal

Director

SIGNATURE OF PURCHASER: