

P 3122

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

014478

additionale di 2,40 p.p.m. 71,9 p.p.m.

Exp. 10/11/53, Act. 1953

1887

1890-1891

[illegible]

Anthony A. De

Case # 93685-014

2021

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Register Authorized Rep. 11/1/11

of the Department of Education

10/10/19 - 10/11/19

28 APR 2006

DEED OF CONVEYANCE



Rich PVT. LTD.

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Abstract

580000/- Contd...p/2

...and the ...

Five lac eighty two

UDAS 1/17/78 State Bank of India

2/11/76
Dear Mr. [redacted]
I am writing to you in response to the letter of 1/21/76.

Gal 002

Canada Duty Free Shop

D. S. R.
28-4-06.

Presented by Registrar of
on the 28/4 day of April 19...
by District Sub-Registrar, District, Jaipur
Given Jai Sankar Chakravarti

No. 159C
Sold to Peraiya Industries Ltd
at 11 Gopal Place East Kalyan

Salika Collector,
Treasury

Valued 18/4/06

Jivan Jaiswal



Registrar Authorised u/s. 7(2)
of Act, XVI of 1903, Jaipur

28 APR 2006

RECEIVED BY THE REGISTRAR

Jivan Jaiswal

DEED OF CONVEYANCE

Arjun Meher
of P. O. P. Meher
of 2nd mile, Sevoke
Phase 3B
By caste Di Jaipur
By profession Hindu/Muslim

ARUNTHARD
U. O. P. THARD
2nd mile, Sevoke
Rao f. Siliqat

Registrar Authorised u/s. 7(2)
of Act, XVI of 1903, Jaipur

28 APR 2006



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

014477

:2:

GROUPED COMMERCE P.V. LTD.
Living Interest
DIRECTED

DEED OF CONVEYANCE



For Jans Infrastructures Ltd.

Sd/- Anam

Director



Contd...p/3

159C

Sold to Terai Improvements Ltd
of 11 Govt Place East Kolkata

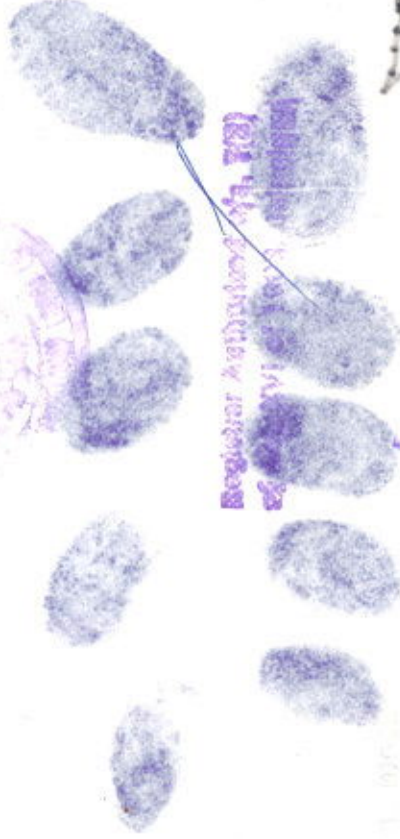
Kolkata Collectorate,
Treasury

Dated 18/4/06



DEED OF CONVEYANCE

Register Number 47.727
of 18/4/06





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

014476

CSRPIS COMMERCE PVT. LTD.
Tiven Tiven
DIRECTOR

:3:

7/4/18

DEED OF CONVEYANCE

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159c

159c Terai Kumbhachures Ltd
at 11 Govt House East Kot-09

Malhin Collectorate,
Treasury

Produce

Dated 10/4/06

DEED OF CONVEYANCE

Register Authority No. 2/2
No. 1 of 1000, 1000

22



अन्वितवङ्ग पश्चिम बङ्गाल WEST BENGAL

014475

महेश्वर

4:

RECEIVED COMMERCIAL PVT. LTD.
DIRECTOR

DEED OF CONVEYANCE

Contd...p/5

159C

Terai Infrastructures Ltd.

11, Govt. Place East - K01-69.

Delhi Collectorate,

Treasury

Dated 10/4/06

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

DEED OF GUARANTEE

Register Authority of 2/2
of Act XVI of 1903, Jaipur

28

CCRPID COMMERCE PVT. LTD
DIRECTOR
Iveta Jaisova

THIS SALE DEED MADE THIS THE 28th
DAY OF APRIL TWO THOUSAND AND
SIX

Handwritten signature

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SCORPIO COMMERCE PVT. LTD.
Jivan Jaiswal
Jaiswal

VACANT LAND

Area : 14 [Fourteen] Kathas 3 [three] Chhataks 17 [Seventeen] Sq ft
 Plot No. : 237 (P)
 Khatian No. : 569/1
 Mouza : Dabgram
 Pargana : Baikunthapar
 J.L. No. : 2
 Sheet No. : 8
 Ward No. : XLI of S.M.C.
 Police Station : Bhaktinagar
 District : Jalpaiguri

BETWEEN

M/S. TERAI INFRASTRUCTURES LIMITED, Pan No. AACCT3694E, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 11, Government Place (east), Kolkata - 700 0069 and administrative office at Agarwala House, 1 2nd mile, Sevoke Road, Siliguri represented by its Director Shri Sitaram Sharma S/o. 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

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 Prithvi 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"

Contd...p/7

CORPORATE COMMERCIAL PVT. LTD.
 Director
 Jivan Desai

AND

A. WHEREAS one Dharampal Tripathi and others were the absolute and exclusive owners 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. Khatia No. 1126, within Mouza Dabgram, Pargana- Baikunthapur, Sheet No. 7, Police Station- Bhaktinagar formerly Rajganj, District- Jalpaiguri having permanent heritable and transferable right, title and interest therein.

AND

B. WHEREAS being owners in such possession the above named Dharampal Tripathi and others sold and transferred their total plot of land measuring 2.46 acres to and in favour of Radha Mohan Prasad, Son of Late Ram Krishna Prasad by executing two separate Deeds of Sale and the first Deed 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 Deed 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 the above named Radha Mohan Prasad acquired the said plot of land measuring 2.46 acres in his khas actual and physical possession having permanent heritable and transferable right, title and interest therein.

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AND

C. 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 under the provision of said act, R.S. Khatian being No.569 was prepared.

AND

D. WHEREAS thereafter as per provision of Section 44 of West Bengal Estate Acquisition Act, 1953, a separate Khatian being No.569/1 was published in the name of Saben Singh and land measuring 5.01 acres was recorded in Plot No.237.

Subsequently the name of said Radha Mohan Prasad was mutated in the Record-of-Right vide mutation Case No.IX-II-861/64-65 and IX-II-862/64-65 from the office of the J.L.R.O., Rajganj, District- Jalpaiguri.

AND

E. WHEREAS said Radha Mohan Prasad while in absolute possession of the said plot of land measuring 6 Bighas 2-9/40 Kathas having permanent heritable and transferable right, title and interest therein 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- 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 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

F. WHEREAS thereafter her name was duly mutated in the Record-of-Right vide Mutation Case No.IX-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.

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SCORPIO COMMERCE PVT. LTD.
T. J. Singh
Inspector

AND

G. WHEREAS thereafter on 9th day of January 2006 the above named owner Smt. Jamuna Devi Prasad while in absolute possession of the said plot of land measuring 6(Six) Bighas 2-9/40 Kathas having permanent heritable and transferable right, title and interest therein through her lawfully appointed Constituted Attorney Shri Anmol Prasad has conveyed a part of her land measuring 14[Fourteen] Kathas 3[Three] Chhataks 17[Seventeen] Sq ft in favour of M/S. Amartya Commercial Private Limited being the present vendor by a Deed of Conveyance dated 09.01.2006 which was duly Registered on 6th March 2006 before the District Sub-Registrar , Jalpaiguri , vide Deed No. I-1218

AND

H. WHEREAS the said Amartya Commercial Private Limited having their Registered Office at 453, , Bidhan Road, Siliguri being owner in such possession has sold and transferred the said plot of land measuring 14(Fourteen)Kathas 3 (Three)Chattacks 17 (Seventeen)Sq. Ft. appertaining to and forming part of Plot No. 237 , Sheet No. 8, recorded in Khatlan No. 569/1 in Mouza-Dabgram, Police Station- Bhaktinagar, District Jalpaiguri 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 14(Fourteen)Kathas 3 (Three)Chattacks 17 (Seventeen)Sq. Ft. and was in its Khas , Actual and physical possession of the said property having permanent , heritable and transferable right , title and interest therein.

AND

I. WHEREAS the Vendor being owner in such possession has expressed its desire to sell the said plot of land measuring 14(Fourteen)Kathas 3 (Three)Chattacks 17 (Seventeen)Sq. Ft. hereinafter referred as the "PROPERTY" morefully described in the Schedule hereinbelow

Contd...p/10

REC'D
DIRECTOR
J. S. Jeyaraj
CORPUS COMMERCE PVT. LTD.

AND

J. WHEREAS the Purchaser is willing to purchase the said land fully described in the Schedule hereunder and has offered a sum of Rs. 85,00,000/- [Rupees Eighty five lacs] only.

AND

K. WHEREAS the Vendor has 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 "PROPERTY" to the purchaser.

AND

L. 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.35,00,000/- [Rupees Eighty five lacs] only of the lawful money of the Union of India well and truly paid by the purchaser to the VENDOR by bank draft order as stated in the Memo of Consideration annexed herewith before the execution of these presents the receipt whereof the vendors do and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge the same and forever acquit, release and discharge the purchaser and the said property the vendors doth hereby grant , convey , assign and assure unto and in favour of the PURCHASER. All that piece and parcel of 14 (Fourteen) Kathas 3 (Three) Chattaacks 17 (Seventeen) Sq. Ft. morefully described in Schedule hereunder and delineated in the Site Plan annexed with and have made over the physical possession thereof to, unto and in favour of the purchaser absolutely and forever TO HAVE AND TO HOLD the same as absolute owner thereof peacefully and

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quietly with permanent , heritable and transferable right , title and interest and without any transferable right , title and interest and without any claim and objection free from all encumbrances and charges whatsoever and made over possession , thereof together will yards paths passages, liberties, privileges, easement, appendices, appurtenances whatsoever belonging to and appertaining to the said property AND the estate, right, title, interest and demand whatsoever of the Vendor upon the said land, hereditaments and premises or any part thereof with permanent , heritable and transferable right, title and interest therein subject to the payment of all land revenue and other etc. payable to the superior landlord at present the State of West Bengal or to any other authority and the Vendors doth hereby covenant with the Purchaser that notwithstanding any acts, deeds or things by the Vendor do execute or knowingly suffered to the contrary, the vendor are now lawfully , rightfully and absolutely entitled to the said two plots of land ,hereditaments and premises hereby granted or expressed so to be and every thereof and that not withstanding any such acts, deeds and things whatsoever as aforesaid the vendor have now good right , full power and absolute authority to grant , sell, convey , transfer and issue the said hereditaments and premises hereby granted and expressed so to be unto and to the use of the Purchaser in a manner aforesaid AND the Purchaser shall and at all times. Thereafter peacefully and quietly hold, posses and enjoy the said land hereditaments and premises hereby granted or expressed so to be unto the use of the Purchaser in a manner aforesaid and receive rents , issues and profits thereof without any lawful eviction, interruption and demand whatsoever from the vendor or any person or persons lawfully or equitable claiming from under or in trust for them AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances created by the vendor and all persons having or lawfully or equitable claiming from under or in trust for it and further that the vendor and all persons

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RECEIVED
DIRECTOR
GENERAL
REVENUE
P.W. 1.1.19

11/11/19

REC'D CIVIL
JAN 18 1964
DIRECTOR

having or lawfully or equitably claiming any estate or interest in the said land and hereditaments for the Vendors shall and will from time to time at all times hereafter at the request and cost of the purchaser do or execute or cause to be done or executed all such acts or deeds or things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall be reasonably required.

2) It is further covenant that there exists no charges, mortgage, attachment, liens, lis pendens or any other encumbrances on the property hereby transferred or expressed or intended so to be or any part thereof at the date of these presents and in the event of any discovery of any charges, mortgage, attachment, liens, lis pendens or any other encumbrances whatsoever or any defect in title, right and interest the Vendor shall be liable to be dealt with according to law and shall be liable to compensate the purchaser for any loss and injury that the purchaser may sustain and suffer as a consequence thereof.

3) The Vendor further covenants that all rent and other public charges for the property hereby transferred or expressed or intended so to be that had accrued due on the date of these presents have been paid and all other covenant and conditions required to be observed or performed by the vendor in relation to the said land have been observed and performed and in case it transpires otherwise the Vendors shall be liable to indemnify the Purchaser for any loss resulting from any such non-payment and non-performance aforesaid. The Vendor further declares that the entire property forming the subject matter of the present conveyance has been in khas, actual and physical possession of the vendor till the date of these presents.

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RECEIVED
JAN 10 1964
DIRECTOR

If any defects in title or for any act done or suffered to be done by the vendor in any way with respect to the property hereby transferred or expressed or intended so to be by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be by these presents the purchaser is deprived of possession or enjoyment of the property hereby transferred or expressed or intended so to be by these presents or any part thereof the vendors shall be liable to return to the Purchaser in full or proportionate part of the consideration money as the case may be together with interest at the rate of two percent per month from the date of such deprivation and shall also be liable for adequate compensation for any loss or injury thereto be sustained by the purchaser and further it is declared by the Vendor that the Vendor have not entered into any binding contract with any other persons whatsoever to sell or transfer otherwise the property conveyed by these presents or expresses or intended so to be any part thereof and that there subsists no such contract on the date of these presents and in the event of any such discovery of any such contract of sale or transfer, existing with respect to the aforesaid property or any part thereof at the date of execution of these presents or if any of the recitals made herein are proved to be false then vendor shall be liable for false recitals to compensate the purchaser adequately for the loss or injury sustained by him in consequence thereof.

The said property is not affected by any attachment including attachment under certificate case or any proceeding started at the instance of Government Authorities under the Public Demand Recovery Act or otherwise whatsoever and that there are no certificate cases or proceeding pending against the vendors for realization of arrear of 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 Siliguri Jaipalguni Development Authority or Siliguri Municipal Corporation or the

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SCHEDULE

[DESCRIPTION OF PROPERTIES TO BE SOLD]

All that piece or parcel of land measuring 14(Fourteen) Kathas 3(Three) Chatacks 17(Seventeen) Sq.Ft. appertaining to and forming part of Plot No.237, recorded in Khatian No. 569/1 held under the State of West Bengal at yearly rental payable through B.L.& L.R.O. Rajganj within Mouza:Dabgram, pargona-Baikunthapur, J.L.No. 2, Sheet No. 8, within Ward No. XLI of Siliguri Municipal Corporation, Police Station:Bhaktinagar,District Jalpaiguri, measuring 14(Fourteen) Kathas 3(Three) Chatacks 17(Seventeen) Sq.Ft. of land is hereby sold and as delineated in the Site Plan annexed herewith and forming part of these present.

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

North-	By land of Terai Infrastructures Ltd.;
South-	By land of Terai Infrastructures Ltd.;
East -	By land of Terai Infrastructures Ltd. and 12' wide road
West-	By land of Terai Infrastructures Ltd.

IN WITNESSETH WHEREOF both the parties have hereunto put their respective signatures after understanding the contents of these presents at Siliguri on this day, month and year above written in the presence of

Witnesses:

1. ARUN THAKUR.
2nd mile, Sevoke Rd.
Siliguri

THERPIO INFRASTRUCTURES PVT. LTD.

Jivan Jaiswal

Signature of the First Party
For Terai Infrastructures Ltd.

2. B. B. Santhan
Jalpaiguri -

Signature of the Second Party

Signature of the Second Party

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. 85,00,000/- (Rupees Eighty Five lacs) only being full Consideration money as per memo below:

MEMO OF CONSIDERATION

[PAYMENT MADE TO THE VENDOR]

1	By Cheque being No. 278534 dated 01.02.06 issued in favour of Scorpio Commerce (P) Ltd. Drawn on Bank of India, Kolkata	1000000
2	By Cheque being No. 278519 dated 18.01.06 issued in favour of Scorpio Commerce (P) Ltd. Drawn on Bank of India, Kolkata	1250000
3	By Cheque being No. 278555 dated 28.02.06 issued in favour of Scorpio Commerce (P) Ltd. Drawn on Bank of India, Kolkata	2400000
4	By Cheque being No. 278595 dated 03.04.06 issued in favour of Scorpio Commerce (P) Ltd. Drawn on Bank of India, Kolkata	2000000
5	By Cheque being No. 282414 dated 03.04.06 issued in favour of Scorpio Commerce (P) Ltd. Drawn on Bank of India, Kolkata	1819400
6	By Cheque No. 282420 dated 28.04.06 issued in favour of Scorpio Commerce (P) Ltd, Drawn on Bank of India, Kolkata.	30600

Rupees Eighty five lacs only.

Rs.85,00,000/-

Witnesses:

1. ARUN THAKUR.
2nd mile
Sevoke Road.
Siliguri

2. Baby Sanjay.
Jalpaiguri

SCORPIO COMMERCE PVT. LTD

Tiven Saha
DIRECTOR

Signature of the Vendor
For Total Infrastructures Ltd.

Signature of the Purchaser
Sikha Ray Sanyal
Director

Form No. 1
Page 1
Serial 3122
Volume No. 69
48
JAN 19 1966

128 APR 2006

REGISTERED
 REGISTER AUTHORIZED
 OF ACT, XVII OF 1908, TELEGRAMS
 28-08-07

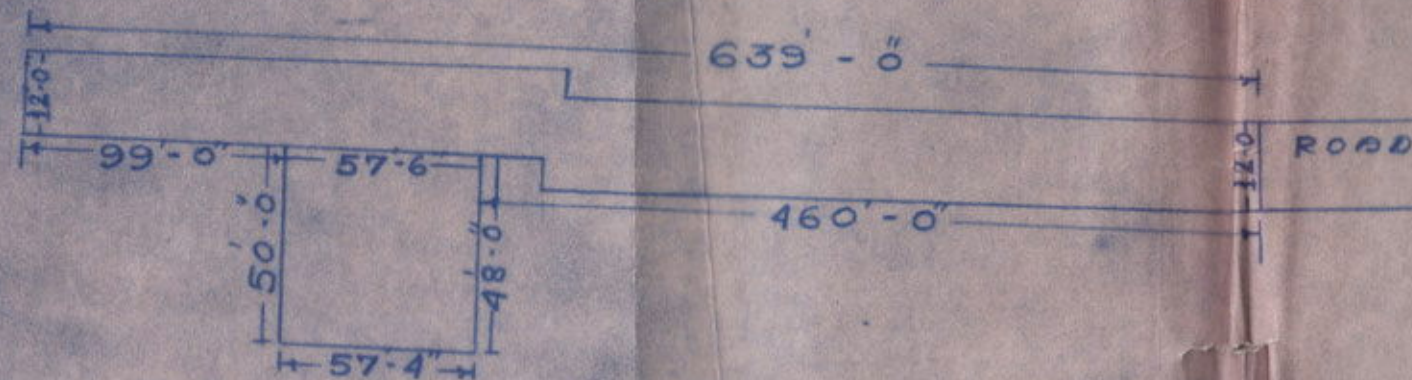
Registrar Authorized of 7(2)
of Act, XVI of 1908, Subsequent

SITE PLAN SHOWING THE LAND

NAME OF PURCHASER :- TERRAI INFRASTRUCTURES LIMITED, 1 MILE SEVOKI ROAD SILIGURI.
 NAME OF SELLER :- SCORPIO COMMERCE PRIVATE LIMITED, 123 BEDIN BEHARI GANGLY STREET KOLKATA-700012.
 SCHEDULE OF LAND MOUZA-DABHGRAM, PARGANA-BRAKUNAPUR, SHEET NO-8, J.L. NO-2, TOUZI NO-3, KHATIAN NO-1126, R.S. KHATIAN NO-569/1, PLOT NO-237, P.S. BAKTINAGAR, DIST. JALPAIGURI.
 AREA OF LAND TO BE SOLD - 14 KATHA, 3 CHHATAK, 17 S.Q.F.
 (SCALE :- 1" INCH = 0 FT.)

LAND OF TERRAI INFRASTRUCTURES LIMITED.

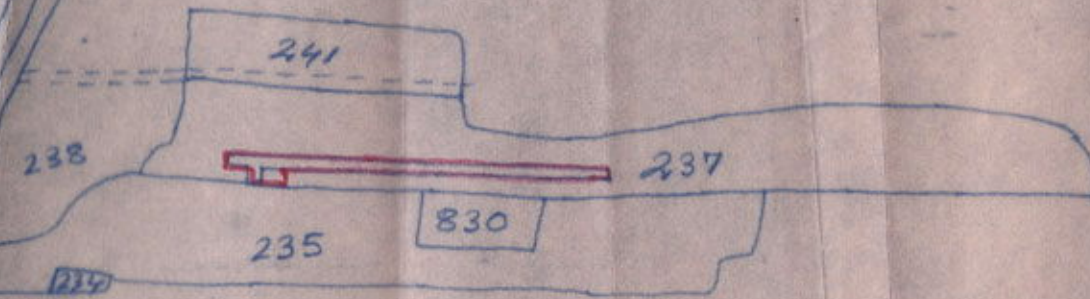
LAND OF TERRAI INFRASTRUCTURES LIMITED.



LAND OF TERRAI INFRASTRUCTURES LIMITED.

LAND OF TERRAI INFRASTRUCTURES LIMITED, AND 12'-0" FT. ROAD.

PART MAP OF MOUZA-DABHGRAM, SHEET NO-8, J.L. NO-2, TOUZI NO-3, SCALE :- 16" INCH = 1 MILE.



DRAWN BY
 Baiman
 23-4-06

For Terrai Infrastructures Ltd

Silvi Ranjan

Director

SIGNATURE OF PURCHASER:-

SCORPIO COMMERCE PVT. LTD

Ivan Jaiswal

DIRECTOR

SIGNATURE OF SELLER:-



Registrar Authorised u/a, 7(A)
of Act, XVI of 1908, Jalpalguni

28 APR 2006

Serial No. 1
Page No. 33
Volume No. 48
For the year 1948

Registrar Authorised u/a, 7(A)
of Act, XVI of 1908, Jalpalguni

24-08-07