

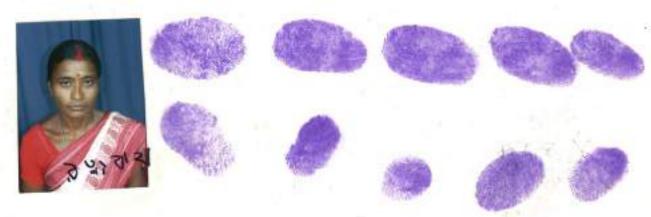
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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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THIS SALE DEED MADE THIS THE 17th DAY OF JULY TWO THOUSAND SIX



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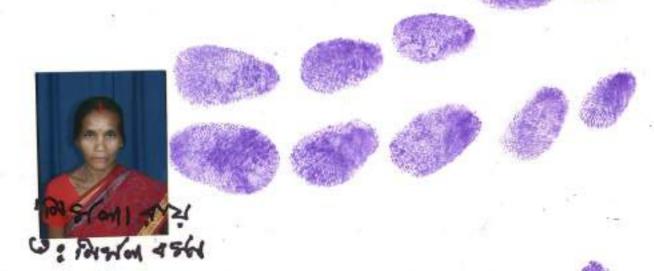
an Act. XVI of 1600, July 2006



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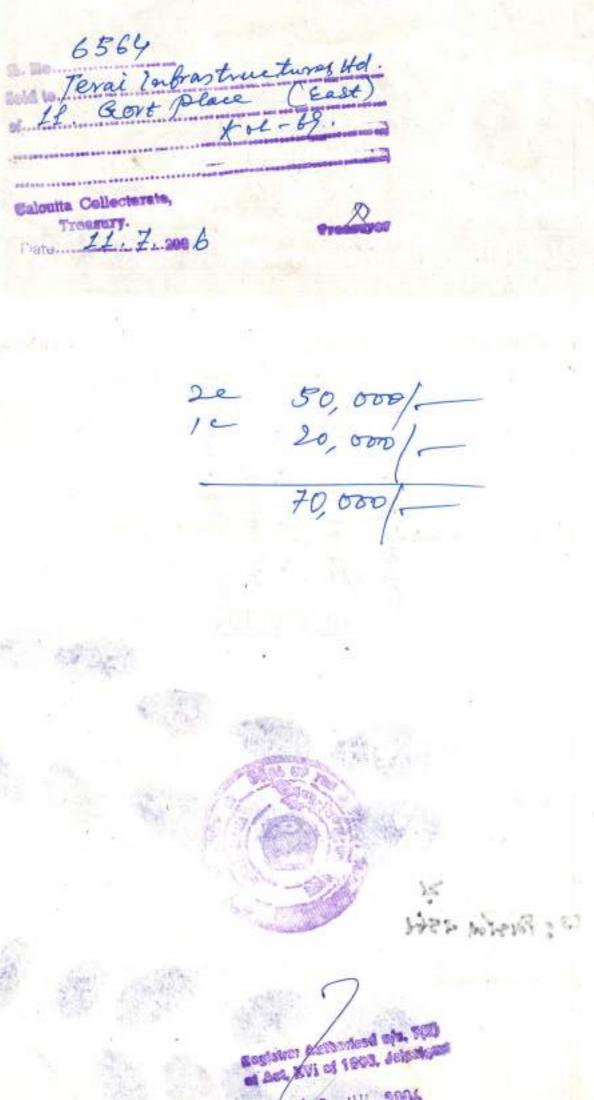
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VACANT LAND

Area : 5 Kathas 8 Chataks or more or less 0.0911 Acres

Mouza : Dabgram

J.L. No. : 2

Khatian No. : 558

Plot Nos. : 235 & 235/830

Sheet No. : 8

Ward No. : XLI of S.M.C.

Police Station : Bhaktinagar

District : Jalpaiguri

Value : Rs.16,50,000.00

1/SMT BINA ROY alias BINA SINGHA (Voter ID Card No. WB/04/026/765524), Wife of Sri Bimal Singha (Voter ID Card No. WB/04/026/765523)

2. SMT RATNA ROY (Voter ID Card No. WB/04/ 026/354857), Wife of Sri Supen Roy (Voter ID Card No. WB/04/026/354499)

3. SMT NIRMALA ROY alias NIRMALA BURMAN (Voter ID Card No. WB/04/026/786393), Wife of Sri Kalyan Roy (Voter ID Card No. WB/04/026/786394)

All the above named persons are Hindus by religion, Indian by Nationality, Housewives by occupation,

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previously residing at Jyoti Nagar, 2nd Mile, Sevoke Road, ward No.41 of Siliguri Municipal Corporation, Police Station- Bhaktinagar, District- Jalpaiguri and at present residing at Village- Kesardoba (East), Post Office- Adhikary, Police Station- Kharibari, District-Darjeeling (Sl. No.1), Village- Khatka Jote, Post Office- Leusipakuri,, Police Station- Phansidewa, District- Darjeeling (Sl. No.2), Village- Nayabarhi, Pani Kauri, Post Office- Prasanya Nagar, Police Station- Rajganj, District- Jalpaiguri (Sl. No.3) hereinafter called "the VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors representatives, administrators assigns) of the ONE PART

AND

TERAL INFRASTRUCTURES LIMITED, 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 being represented by its Director Sri Sitaram Sharma, Son of Late Ghanshyam Sharma

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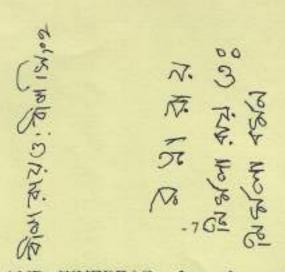
hereinafter called "the PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context its successors, administrators, representatives and assigns) of the OTHER PART

WHEREAS Narasingha Roy, Sakalu Majindra Roy and Upendra Nath Roy all are sons of Late Annya Prasad Roy of Dabgram, Police Station- Bhaktinagar formerly Rajganj, District-Jalpaiguri acquired plots of land measuring 7.47 Acres in their possession on annual rental of Rs.21/-[Rupees twenty one] only situated at Mouza- Dabgram, Pargana- Baikunthapur within Rajganj Police Station presently Bhaktinagar P.S., District- Jalpaiguri by virtue of a permanent Lease by one Rahimuddin Pradhan, Son of Md.Tejauddin Pradhan and the said Lease Deed was executed and registered on 19.01.1949 at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No- I, Volume No.12 at pages 29 to 31, Being No.255 for the year 1949 and they had been possessing the said plot of land in their khas, actual and physical possession.

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- AND WHEREAS after the enforcement of the West Bengal Estate Acquisition Act, 1953, the right of the intermediary was vested to the State under Section 4 of the said Act and record-of-right was prepared and finally published under Section 44 of the West Bengal Estate Acquisition Act 1953 and recorded under R.S. Khatian No.558 in the name of aforesaid Narasingha Roy, Sakalu Roy, Majindra Roy and Upendra Nath Roy having 4 annas share each under Sheet No.8 in Plot No.222 measuring 0.12 Acres, Plot No.234 measuring 0.22 Acres, Plot No.235 measuring 2.95 Acres, Plot No.236 measuring 3.56 Acres and Plot No.235/830 measuring 0.62 Acres altogether land measuring 7.47 Acres and they became the direct tenants under the State of West Bengal.
- C. AND WHEREAS said Narasingha Roy while in possession of his aforesaid 4 annas share of land died intestate leaving behind his wife Smt Dinoshwari Roy, three sons namely Sri Pradip Kumar Roy, Sri Sajmohan Roy, Sri Nilkamal Roy and four daughters Smt Rina Roy, Smt Nirmala Roy, Smt Ratna Roy, Smt Bina Roy as his only legal heirs who jointly inherited 4 annas share in respect of the aforesaid land left by deceased Narsingha Roy

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stagement Authorized ofto. 1990 go Aut. 1511 of 2000, delpatered 1 7 JUL 2006 and they acquired the plot of land in their khas, actual and physical possession having permanent heritable and transferable right, title and interest therein having 1/8th undivided share each.

- D. AND WHEREAS being owners in such possession Sakalu Roy, Majindra Roy, Upendra Nath Roy and the above named legal heirs of deceased Narasingha Roy sold out 316 Kathas 9 Chhataks out of their total plot of land measuring 7.47 Acres which left behind land measuring 135 Kathas 7 Chhataks under their ownership and possession.
- E. AND WHEREAS being owners in possession of the aforesaid land measuring 135 Kathas 7 Chhataks the above named legal heirs of deceased Narasingha Roy and other co-sharers namely Sakalu Roy, Majindra Roy and Upendra Nath Roy partitioned the plot of land amongst themselves and a Deed of Partition was executed on 09.06.2004 which was registered on 10.06.2004 at the office of the District Sub-Registrar, Jalpaiguri in Book No- I, Volume No.25 at pages 245 to 254, Being No.1938 for the year 2004 and by virtue of the said partition deed the legal heirs

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of deceased Narasingha Roy namely his wife Smt Dinoshwari Roy, three sons Sri Pradip Kumar Roy, Sri Sajmohan Roy, Sri Nilkamal Roy and four daughters Miss Rina Roy, Smt Nirmala Roy, Smt Ratna Roy and Smt Bina Roy acquired 37 Kathas 13 Chhataks or more or less 0.625 Acres of land appertaining to and forming part of plot nos.235 and 235/830 in Sheet No.8 under Khatian No.558 in two separate plots of land measuring 14 Kathas 12 Chhataks and 1 Bigha 3 Kathas 1 chhatak respectively in their khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

F. AND WHEREAS the Vendors being owners of 3/8th undivided proportionate share of land in such possession have expressed their desire to sell a plot of land measuring 5 Kathas 8 Chhataks or more or less 0.0911 Acres of land morefully described in the Schedule 'B' which is the 3/8th undivided proportionate part of land measuring 14 Kathas 12 Chhataks morefully described in the Schedule 'A' hereunder delineated in the Site Plan annexed herewith marked with RED border, free from all encumbrances and charges whatsoever.

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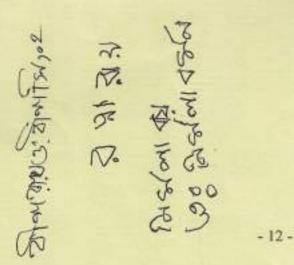
- G. AND WHEREAS the Purchaser is willing to purchase the said land measuring 5 Kathas 8 Chhataks or more or less 0.0911 Acres and offered a sum of Rs.16,50,000.00 [Rupees sixteen lacs fifty thousand] only as consideration for the said landed property fully described in the Schedule 'B' hereinbelow.
- H. AND WHEREAS the Vendors have accepted the price so offered by the Purchaser as fair, reasonable and highest price prevailing in the present market and have agreed to sell the said property fully described in the Schedule 'B' hereinbelow, free from all encumbrances and charges whatsoever, to and in favour of the Purchaser.

NOW THESE INDENTURE WITHNESSETH that in pursuance of the aforesaid offer and acceptance and also in consideration of the total sum of Rs.16,50,000.00 [Rupees sixteen lacs fifty thousand] only paid by the purchaser to the vendors by Cheques 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

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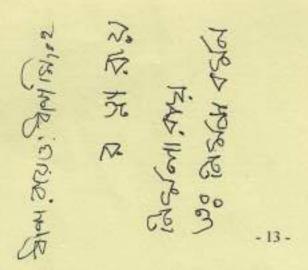
hereunder written admit and acknowledge the same and forever acquit, release and discharge the purchaser and the said property] the vendors and each of them doth hereby grant full discharge to the purchaser from the payment thereof and the vendors doth hereby convey, assign sell and transfer their aforesaid undivided plot of land measuring 5 Kathas 8 Chhataks or more or less 0.0911 Acres morefully described in Schedule 'B' which is a part of Schedule 'A' 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 quietly with permanent, heritable and transferable right, title and interest and without any claim and objection free from all encumbrances and charges whatsoever and made over possession thereof together with all 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 Vendors 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

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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 Vendors do execute or knowingly suffered to the contrary, the Vendors are now lawfully, rightfully and absolutely entitled to the said plot 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 Vendors have now good right, full power and absolute authority to grant, sell, convey, transfer and assure 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 hereafter peacefully and quietly hold, possess 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 Vendors 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

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indemnified against all estates and encumbrances created by the Vendors and all persons having or lawfully or equitable claiming from under or in trust for it and further that the Vendors and all persons having or lawfully or equitable claiming any estate or interest in the said land 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.

It is further covenanted 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 charge, mortgage, attachment, liens, lis pendens or any other encumbrances whatsoever or any defect in title, right and interest the Vendors shall be liable to be dealt with according to law and shall be liable to compensate the Purchaser for any loss and injury that

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the Purchaser may sustain and suffer as a consequence thereof.

The Vendors further covenant that all rents and other public charges payable for the property hereby transferred or expressed or intended so to be that had accrued due unto the date of these presents have been paid and all other covenants and conditions required to be observed or performed by the Vendors 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 Vendors further declare that the entire property forming the subject matter of the present conveyance has been in khas, actual and physical possession of the Vendors till the date of these presents.

If any defects in title or for any act done or suffered to be done by the Vendors 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 or any part

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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 Vendors that the Vendors have not entered into any binding contract with any other persons whatsoever to sell or transfer otherwise the property conveyed by these presents or expressed 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 the Vendors 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

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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 be any notice of scheme of the Land Acquisition collector or the Siliguri-Jalpaiguri Development Authority or Siliguri Municipal Corporation 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 plot of land or any part thereof under the Land Acquisition Act or any other Act for the time being in force for acquisition of the said land and that the said land or any part thereof is not affected by any notice of acquisition or requisition under the Defence of India Act or rule framed thereunder or any other acts or enactments whatsoever.

The Vendors doth hereby agree that pending completion of the registration of the Sale Deed the purchaser shall be at liberty to do all acts, deeds and things in the name and on behalf of the Vendors with regard to the said plot of land and to enable the purchaser to do so the vendors and each of them doth hereby appoint the purchaser as their true and lawful

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constituted Attorney to do all acts, deeds and things in the name and on behalf of the vendors with regard to this land including execution and registration of all further and/or subsequent Sale Deeds and/or transfer documents in respect of the said plot of land subject to the condition that the vendors shall have no liability financial or otherwise and such powers shall be exercisable by any director or officer 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 vendors or any person claiming through and under them and shall be binding on all their successors and representatives notwithstanding anything contained therein the agency hereby created by the vendors in favour of the purchasers shall stand cancelled and revoked upon the completion of the registration of the Sale Deed.

SCHEDULE 'A'

All that piece or parcel of undivided vacant land measuring 14 Kathas 12 Chhataks or more or less 0.243 Acres appertaining to and forming part of Plot No.235 and 235/830 in Sheet No.8 recorded in Khatian No.558, within Mouza- Dabgram, Pargana-

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Baikunthapur, J.L. No.2, Sheet No.8, within Ward No.XLI of Siliguri Municipal Corporation, Police Station- Bhaktinagar, District- Jalpaiguri and as delineated in the Site Plan annexed herewith marked with RED border.

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

North- By land of purchaser [T.I.L];

South- By 20 ft wide Road:

East - By land of purchaser [T.I.L];;

West- By Siliguri Flour Mill.

SCHEDULE 'B'

[Property to be sold]

All that piece or parcel of undivided vacant land measuring 5 Kathas 8 Chhataks or more or less 0.0911 Acres which is the 3/8th undivided proportionate share of land measuring 14 Kathas 12 Chhataks or more or less 0.243 Acres appertaining to and forming part of Plot No.235 and 235/830 in Sheet No.8 recorded in Khatian No.558, within Mouza-Dabgram, Pargana-Baikunthapur, J.L. No.2, Sheet No.8, within Ward No.XLI of Siliguri Municipal Corporation, Police Station-Bhaktinagar, District-

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Jalpaiguri and as delineated in the Site Plan annexed herewith marked with RED border.

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

Witnesses:

The Carlot of Salar

2. Zarstra glisstrong -Smajnis

Signature of the Vendors:

1. शिकाड़ाहादाहाकाहा १. १

Drafted, read over and explained to the parties by me

[NIKHIL CHAKRABORTY]

Advocate, Siliguri.

N. C. Wood

Enrolment No.WB/166/1965

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MEMO OF CONSIDERATION [Payment made to the Vendor]

Sl No.	Name of Vendors	Cheque No., Date, Name of Bank	Amount
1.	Smt Bina Roy alias Bina Singha	015092 dated 14.7.2006 drawn on Bank	
2.	Smt Ratna Roy	of India, Siliguri 015093 dated 14.7.2006 drawn on Bank	Rs.5,50,500.00
3.	Smt Nirmala Roy alias Nirmala Burman	of India, Siliguri 015094 dated 14.7.2006 drawn on Bank	Rs.5,50,500.00
		of India, Siliguri Total	Rs.5,50,500.00 Rs.16,50,000.00

Witnesses:

1. AFRITON No. 2

2. AFRITON COURT

2. AFRITON SOURT

Received the above noted cheques:

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5. 3. At 3 31

3. प्रिश्चला स्पर्न स्थित

Signature of the Vendors



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SIG. OF PURCHASER:~ 235 (PART) 14 KATHA, 12 CHATTAK MERRA SHEDULE OF LAND DT. JALDANGURT MILE SEVOYERORD , STATEURI NAME OF PURCHASER & ADDRESS: SHEET NO-TERRI INPRUSTRUCTURES LTD できるであってあるよう SIG OF SELLER" KHATLAN NO BHRKTINAGAR TOUZING-3. 558 9-,28 121-01" FTE PLAN SHOWING THE LAND OF MOUZA-DABGRAM. IL. NO.2, 121-01 ZND -80 -88-4-A 07 E E1 · # - 56 PREVIOUSLY RESIDENCE AT - TYSTINASAR RO. LEVOKE KORD. NOW RESTOCKE AT - VILL-KESAROOBA, PO ADMIRAR! 9-2E1 IN RESIDING AT. VILL - KHATKAJOTE, P.O. LEUSIPAKURI SMT. NIRMALA ROSIDIAS - SRI KREYAN BEN BURNAN HOW RESIDENCE AT VILL HAGHBARE, PS - RAJGANE, OT JALPHISOK. "E=ES! -PAT RATAN ROY - W.O. SRI SUREN ROY REVIOUSLY RESIDING AT SYDTI MAGAP, NARDING 40. P. S. BNAKTINAGAR . DIST JALPAIGURI Sci- 1:1000 ROAD 9 - 597 NAME OF SELLER & ROORESS :~ P.S. - KHARIBARI , DT. DARJEELING. MIDE DT - DUR JEELING 2.0 -- 0" 136 -2" 10 - 811 DRAWN BY .-PURCHASER +£91 4-63-4... PISMEMASER 10-04 -0/7 TTIEND STOR

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