

P 3536 932



admissible under Rule 31 and also U.S. 14 of W.R.L.R. 2002. The stamp duty between the duty let 1955 only Stamped under the Indian Stamp Act 1893 (W.B. Stamp as Amended up to date) assessed by the Registrar, Jalpaiguri, is Rs. 2001.

00CC 263047

Schedule 1A No. 23

Fees Paid A 4389 + H 28 + W 41

Stamp fee 4.50

44241-26.6.97

Registrar Authorized U/S. 12 of Act XVI of 1908, Jalpaiguri

18 FEB 2003

DEED OF SALE

THIS DEED OF SALE is made on this the 25th day of June, One Thousand Nine Hundred and Ninety Seven;

Area : 0.165 acres equivalent to 10 Kathas

Consideration of

Rs. 4,00,000/- only

Khatian No. - 569/1

Sheet No. - 8

Plot No. - 237 (Part)

J.L. No. - 2; Touzi No. - 3; Certified that Deficit Stamp Duty of Rs. 1250/- fifty/-

Pargana : Baikunthapur

Mouza : Dabgram

P.S. : Bhaktinagar

Dist. : Jalpaiguri.

B

E

Rs. 2805/- + A.B. 4/- = 2809/-

Two thousand Eight hundred and Nine

is realised vide Misc. Receipt No. 98398 on 10/2/03

E

E

N 1250/- fifty/-

as a Ballot 17 Feb 03

Stamp bearing No. 108 to make up the proper

Stamp Duty with which the document is chargeable

Stamp Duty with which the document is chargeable

V.P.C. Case No. 108

25.6.97

20.7.157

Contd....2

25.8.26.6.97

1169
Falgata Indubhai
Surya Rao

Not 9-05-1971

Presented for registration at
on the 25th June 1971 at
the District Court, Jalgaon

By Dargah 25/6/71 22



Registrar Authorized U/S. V (2)
of Act XVI of 1908, Jalgaon

25/6/71 22



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25/6/71

Wangdi Loma
Gajje Loma
Salugarah
Bhakei Jalgaon

by order of the District Court

to be registered and to be entered in the Court of
the District Court Jalgaon

Dhandup Wanchauk Durgu,
S/o Late Karsad Durgu
Salupira Bazar.

Dhandup Wanchauk Durgu
Karsad Durgu
Salugarah Bazar
Bhakei Jalgaon

No 25/6/71

Registrar Authorized U/S. V (2)
of Act XVI of 1908, Jalgaon

50 RS.



✓ 17/12/20 2.5.12/20

-- 2 --

SRI WANGDI LAMA, Son of Late Garje Lama, residing at Salugarah, Dabgram, under P. S. Bhaktinagar, District Jalpaiguri, (West Bengal), hereinafter referred to as "the Vendor" (which expression shall unless excluded and/or repugnant to the context be deemed to include his heirs, executors, legal representatives, administrators and/or assigns) of the -----

ONE PART;

A N D

Contd....3

Bar Association, Jalpaiguri
Advocate
17/12/20

FALAKATA INDUSTRIES LTD., an existing Company within the meaning of Companies Act, 1956, having its Registered Office at 11, Govt. Place (East), Calcutta - 700069, and corporated Head Quarter at " Agarwal Complex " 2nd Mile, Sevoke Road, P.S. Bhaktinagar, Dist. - Jalpaiguri, hereinafter referred to as " the Purchaser " (which expression shall unless excluded by and/or repugnant to the context be deemed to include its successors or successors-in-office, administrators, representatives and assigns) of the OTHER PART.

WHEREAS it has been represented and assured by the Vendor to the Purchaser that the Vendor is the absolute owner of all that piece and parcel of lands measuring 0.165 acres equivalent to 10 Kathas comprised in R.S. Khatian No. 569/1, appertaining to Plot No. 237, in Sheet No. 8, of Mouza - Dabgram, P.S. Bhaktinagar (formerly Rajganj), J.L. No. 2, Touzi No. 3, District Jalpaiguri and more particularly described in the Schedule hereunder and delineated and shown by Red Colour marked "A" in the Map annexed hereto; hereinafter referred to as the " said land " for the sake of brevity;

A N D

WHEREAS the Vendor further has represented and assured to the Purchaser that the land measuring 0.165 acres or 10 Kathas of land was duly acquired by the Vendor comprised in R.S. Khatian No. 569/1, appertaining to Plot No. 237, of Mouza Dabgram, P.S. Bhaktinagar, District Jalpaiguri, within a specific boundary by virtue of a Registered Koba-la bearing No. I-4133, dated 17-7-93, followed by correction thereof by virtue of a Deed of Declaration bearing No. IV-151, dated 3.7.96, both duly got registration at the District Sub-Registry Office Jalpaiguri from the recorded Owner of the said land viz., Deben Singh and Jatin Singh both Sons of Late Jhakan Singh Das alias Jhaban Singh Das of Salugara Dabgram, P.S. Bhaktinagar, Dist. Jalpaiguri.

121 12/13/20

WHEREAS the Vendor further declares that the said land measuring 10 Kathas or 0.165 acres acquired by him by virtue of the aforesaid Deed dated 17.7.93 as corrected by Deed dated 3.7.96, is a land not within the mischief of Section 5A of the W.B. Estate Acquisition Act, 1953, and at all material time he has been enjoying and holding the said 0.165 acres of land as his retain and raiyati land within a permissible Ceiling under the provisions of the West Bengal Estate Acquisition Act, 1953, vis-a-vis the West Bengal Land Reforms Act, 1956 (as amended up-to-date) under the State of West Bengal having permanent, heritable and transferable interest therein and the said land is in actual and physical possession of the Vendor on the date of this present and there is no Bargadar and/or no claim as Bargadar by anybody over the said land or any part thereof and the Vendor is regularly paying rent to the State of West Bengal in his own names in due course

A N D

WHEREAS the Vendor in need of money to defray his Family expenses has decided to dispose the said 0.165 acres of land referred in the Schedule hereunder and has offered for sale to the Purchaser in the manner stated herein;

A N D

WHEREAS at the time of offering for sale of the said land it has further been represented by the Vendor that the said land measuring 0.165 acres or 10 Kathas referred in the Schedule hereunder is free from all encumbrances, lispendens, charges and/or attachment whatsoever and the same is in Khas possession of the Vendor and there is no impediment of any nature whatsoever by which the Vendor is or may be prevented from selling and/or transferring the said land to the purchaser and the Vendor has absolute right to sale the said land.

A N D

WHEREAS the Purchaser being the Owner of the vicinity thereof and being in need of land for its Business purpose and fully relying upon and on reposing trust on the aforesaid representation and assurances made by the Vendor to the Purchaser and also believing the same are true the Purchaser has agreed to purchase the said land more particularly described in the Schedule hereunder written and delineated and shown by Red Colour of being marked as "A" part in the Map annexed hereto at and for the total consideration of Rs. 4,00,000/- (Rupees Four Lakhs) only, free from all encumbrances, lispendens, charges whatsoever;

A N D

WHEREAS the Vendor has accepted the price so offered by the Purchaser as fair and reasonable in view of the prevailing highest market value of lands and has agreed to sale the said land measuring 0.165 acres equivalent to 10 Kathas of land fully described in the Schedule below and delineated in the annexed Map for Rs. 4,00,000/- (Rupees Four Lakhs) only, along with all estate and interest in the Schedule property with all appurtenances together with all Homestead, trees, tanks, hedges, ditches, ways, water course, light, liberty, privileges, easement in any way appertaining to the said land free from all encumbrances whatsoever unto the Purchaser in the matter appearing hereinafter.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said offer and acceptance and also in consideration of Rs. 4,00,000/- (Rupees Four Lakhs) only, paid by Pay Order, being No. EMG/E No. 453062, dated 25.06.97, on Central Bank of India, Selliguri Branch, by the Purchaser to the Vendor the receipt whereof the Vendor do hereby acknowledge and grant full discharge to the Purchaser for the payment thereof and the Vendor do hereby grant, convey, assign and transfer unto the Purchaser the said land described in the Schedule below together with

all fixtures, structures, appurtenances etc. in any way appertaining to the said land as the absolute estate free from all encumbrances and all the rights, title and interests of the Vendor & unto or upon the land hereby conveyed, expressed or intended so to be TO HAVE AND TO HOLD the same subject to the payment of rent etc. payable to the State of West Bengal;

AND THE VENDORS do hereby covenant with the Purchaser that the interest which the Vendor profess to transfer is still subsisting in all respects and the Vendor has full and good power and authority to transfer the property hereby transferred expressed or intended so to be unto the Purchaser in the manner aforesaid and the Vendor or any person claiming under him shall and will from time to time and at all times hereafter at the request and cost of the Purchaser shall execute all such acts, deeds and things whatsoever for further and more perfectly actually assuring the enjoyments and possession of the Purchaser thereof and therein as shall and may be required. It is further declared that the land described in the Schedule below is held by the Vendor has not been surrendered or forfeited and that there exists no charge, mortgage, attachment or any other encumbrances whatsoever upon the Schedule land hereby transferred, expressed or intended so to be or any part thereof at the date of these presents and in the event of discovery of any charge, mortgage, attachment or any other encumbrances the Vendor shall be liable to compensate the Purchaser for the loss that the Purchaser may sustain in consequence thereof;

THE VENDOR further covenant that all rent and other charges payable for the property hereby transferred or expressed or intended so to be accrued due upto the date of these presents have been paid and all other covenants and conditions required to be observed and performed and in case if it transpires otherwise have already been fulfilled by the Vendor shall be liable to indemnify the Purchaser for

any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

The Vendor further declare that the entire land forming subject matter of the present Conveyance is on Khas and actual possession of the Vendor on the date of these presents, if for any defect to title or for any act done or suffered to be done by these presents and/or for any misrepresentation or, false declaration or, the Purchaser is deprived of title or possession or, any sort of absolute enjoyment of the said land hereby transferred or expressed or intended so to be by these presents or any part thereof the Vendor shall be liable to return to the Purchaser the full consideration money as the case may be together with interest @ 24% per annum to be computed from this date of purchase and shall also be liable to compensate the Purchaser for any loss or injury attending thereto to be sustained by the Purchaser.

The Vendor further does it make clear that no notice of acquisition ever been served upon him as regards the said land and he has no knowledge about such acquisition; however, if any such acquisition will be found that at the time of execution of these presents the Vendor do hereby assigns and transfer his all sorts of rights and preveleges and other claims of compensation of such apprehended acquisition in favour of the Purchaser and in the event of any Award in favour of the Purchaser and in the event of any Award in favour of the Vendor then the same will be immediately assign to the Purchaser by executing a Letter of Assignment at his own cost and also the Purchaser shall be entitled to prefer all sorts of claim to the Land Acquisition Collector as the Lawful Assignee of the Vendor and no further deeds or documents pertaining to such apprehended and/or expected claim of acquisition will not be preferred or be required to effectuate the lawful assignment favouring the Purchaser and in the event of any negligence

22/12/23/13

ce to get these effect or to give proper effect of these covenant then the Vendor shall be liable to pay proper compensation to be assessed according to Law in view of the equitable principles as laid down in the specific relief act or otherwise, as contemplated to the prevailing Law contract and this Supplementary covenant is however made on a information received by the Vendor that the said land is under the Scheme of acquisition notwithstanding the fact that no notice has been served upon the Vendor as regards such a reported acquisition as yet in any manner whatsoever.

It is hereby further declared by the Vendor that he has not entered into any binding contract with any body whatsoever to sell or to transfer otherwise the land hereby conveyed by these presents or expressed or intended so to be or any part thereof and that there subsists no such contract or any actionable claim exists with respect to the said land or any part thereof on the date of execution of these presents or, any of the covenants and declaration made herein by the Vendor is proved to be false then the Vendor shall be fully liable under the Penal Code and shall also be liable to compensate adequately the Purchaser for the loss or injury to be sustained by the Purchaser in consequence thereof.

S C H E D U L E

(Description of the land)

All that piece and parcel of lands measuring 0.165 acres equivalent to 10 (Ten) Kathas comprised in R. S. Khatian No. 369/1, appertaining to Plot No. 237, 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 delineated and shown by the Red Colours of annexed Map being marked as "A" with all appurtenances together with all trees, tanks, hedges, ditches, ways, water, water

DEED 2
B
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course, light, liberties, privileges, easement in any way appurtenant to the aforesaid 0.165 acres of lands equivalent to 10 Kathas.

The proportionate rent in respect of the aforesaid 0.165 acres or 10 (Ten) Kathas is Rs. 0.14 paise only, calculated by division of the total jama of Rs. 16/10/6 pies and the rent is payable to the State of West Bengal through the Block Land and Land Reforms Officer, Rajganj Block, District Jalpaiguri.

The said 0.165 acres or 10 (Ten) Kathas of land is butted and bounded as follows:-

On the North : 20' - 0" wide Road

On the South : Land of Terai Tea Co. Ltd.

On the East : Land of the Purchaser purchased today

On the West : Land of Terai Tea Co. Ltd.

IN WITNESS WHEREOF, the Vendor doth hereunto executed these present on the day, month and year first above written.

Signed and delivered by the Vendor
at Salugarah under P. S. Bhaktinagar,
District Jalpaiguri;

In the presence of :-

- 1) Dhananjoy Bhattacharya Dura.
S/o. Late Kadambari Dura.
Salugara Bazar.

- 2) Pradip Kumar Saha
Jalpaiguri

(Signature of the Vendor)

Readover, explained to the
Vendor by me in Hindi :-

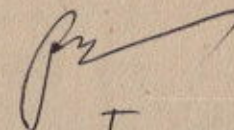
Baby Upadhyay 25/6/97
Advocate,
Bar Association, Jalpaiguri.

Drafted by me and Typed
at my Office :-

Sanjay Datta 25/6/97.
Advocate, Jalpaiguri.
Enrolment No. - F 316/354/
1996.

Advocate

Bar Association, Jalpaiguri

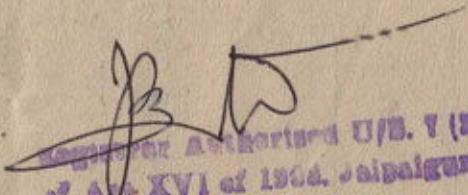

 Book No. I Volumes No. 12
 Pages 221 to 230
 Serial No. 932 for the year 1903



25/6/03

Registrar Authorized U/S. V (B)
 of Act XVI of 1908, Jaipur




 Registrar Authorized U/S. V (B)
 of Act XVI of 1908, Jaipur
 25-6-03

GOVT. OF WEST BENGAL

Office of Block Land & Land Reforms Officer

Rajganj Jalpaiguri



CERTIFICATE OF MUTATION

Vide Rule 69/70 of WBLR Manual

FORM - A/B

To :-

Name Falakata Industries Ltd represented by one of its
Directors Sri Sitaram Sharma

Vill. 2nd Mile, Sevoke Road

P.O. —

P.S. Bhaktinagar

Dist. Jalpaiguri

Ref: 18-11/196 D-1/03-04 vide reg.
deed No 931 of 2003, 932 of 2003
& 933 of 2003

He/She is informed that his/her name has been mutated /recorded in respect of
land described in the Schedule below :-

SCHEDULE

District :- Jalpaiguri
P.S. :- Bhaktinagar
Block :- Rajganj
Mouza :- Dabgram
J.L. No. :- 02
Sheet No. :- 8
Kht. No. :- 569/1
Plot No. :- 239
Area :- 30 katha 14 chatak.

Se. Subdivision

Prescribed Authority U/S 50/51 of
W.B.L.R. Act, -1955.

Revenue Officer
Block Land & Land
Reforms Office
Jalpaiguri

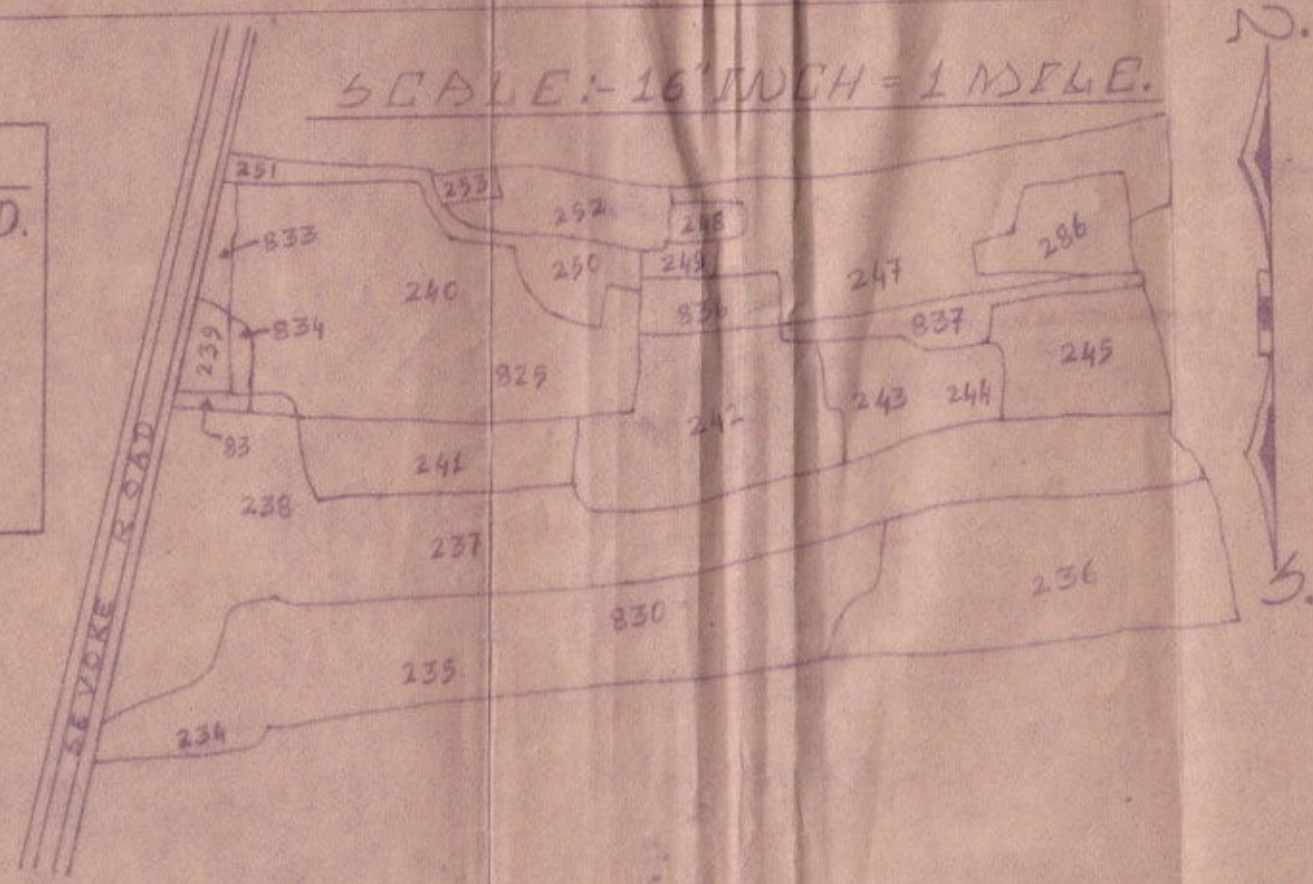
SKETCH MAP SHOWING THE LAND PROPOSED POSITION TO BE SALE.

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

NAME OF THE PURCHASER.
KALAKATA INDUSTRIES LTD.
ARWALA COMPLEX.
D.M.I.E. SEVOKE ROAD.
BHAKTINAGAR.
DIST:- JALPAIGURI.

Handwritten signature

NATURE OF THE SELLER.



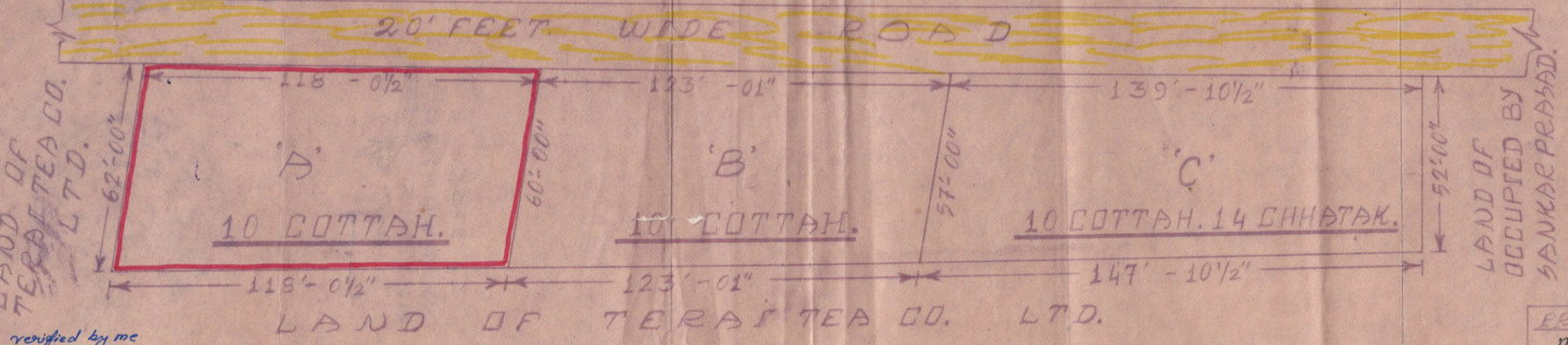
NAME OF THE SELLER.

SYM:-A:- SRI. WANGDI LAMA.
S/O. LATE. GARJE LAMA.
OF. SALUGARA.
P.S:-BHAKTINAGAR.
DIST:- JALPAIGURI.

SYM:-B:- SMT. PASANG LAMA.
W/O. SRI. WANGDI LAMA.
OF. SALUGARA.
P.S:-BHAKTINAGAR.
DIST:- JALPAIGURI.

SYM:-C:- SMT. PASANG LAMA.
:- DO:-

SCALE:- 1" INCH = 32' FEET.



verified by me
the vendor
date 25/06/97
alpaiguri

PREPARED BY:-
malya bora 24-6-
SURVEYOR & PLANNING
OF. N.C. ROAD.
JALPAIGURI.