GOVERNMENT OF WEST BENGAL OFFICE OF THE BEOCK LAND & LAND REFORMS OFFICER JALPAIGURI

CERTIFICATE OF MUTATION

FORM JA B

ideRule 63 / 70 of W.B.L.R. Manual)

To. NORTH VALLEY ISPAT UDYOG PVT. LTD ITS DIRECTOR

Name: PRADEEP KUMAR AGARWALA

S/W of: - 4 Madanlal Agarwala

Vill.: Nehazu Road

P.O.: Siligun

Dist.: Jalpaiguri. Darjeeling

Ref.:- [X-11 | 954 | BLLRO(R) | SAL | 2007-08 vede deed mo- 2121 dt 2005

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

The Schedule

District :- Jalpaiguri

P.S. :- Bhaktinagar.

Block :- Rajganj

Mouza :- Dalsgram

J.L. No. :- 02

Sheet No.:- 06

Khatian No.:- 2/1

Plot No. :- 95

Area :- 0'3588 Ac. [Zero point three five eight eight ac.

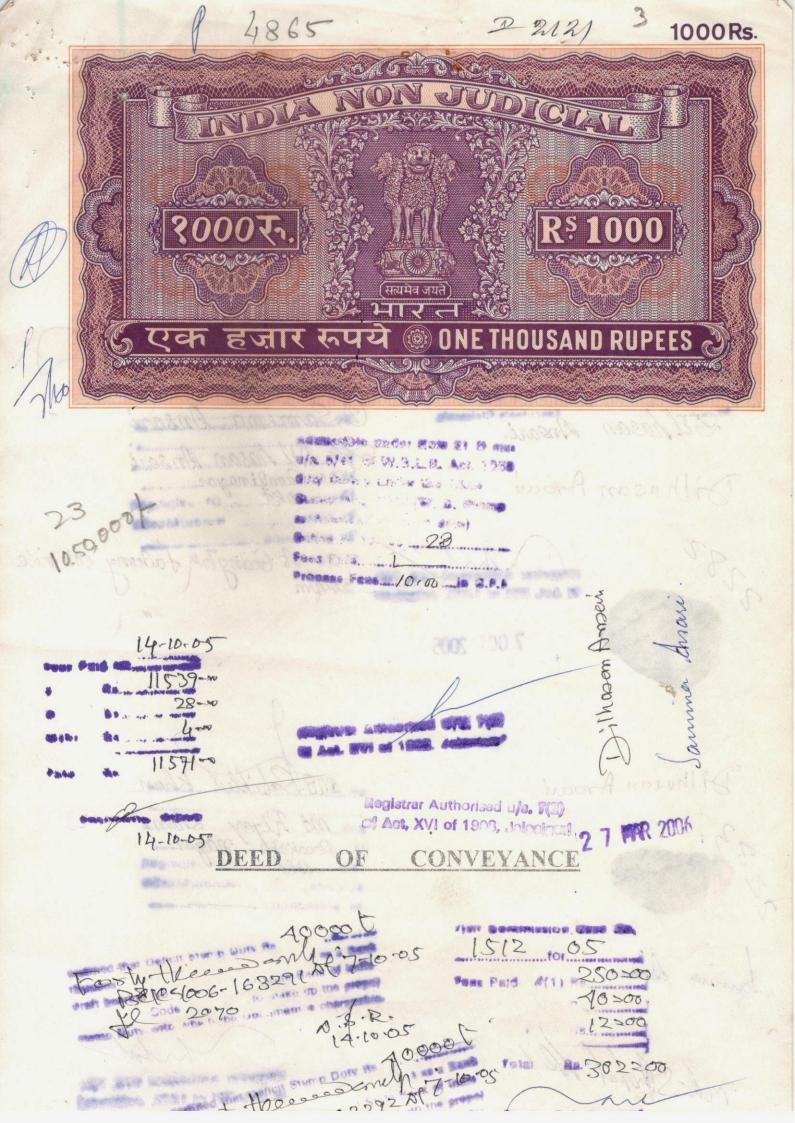


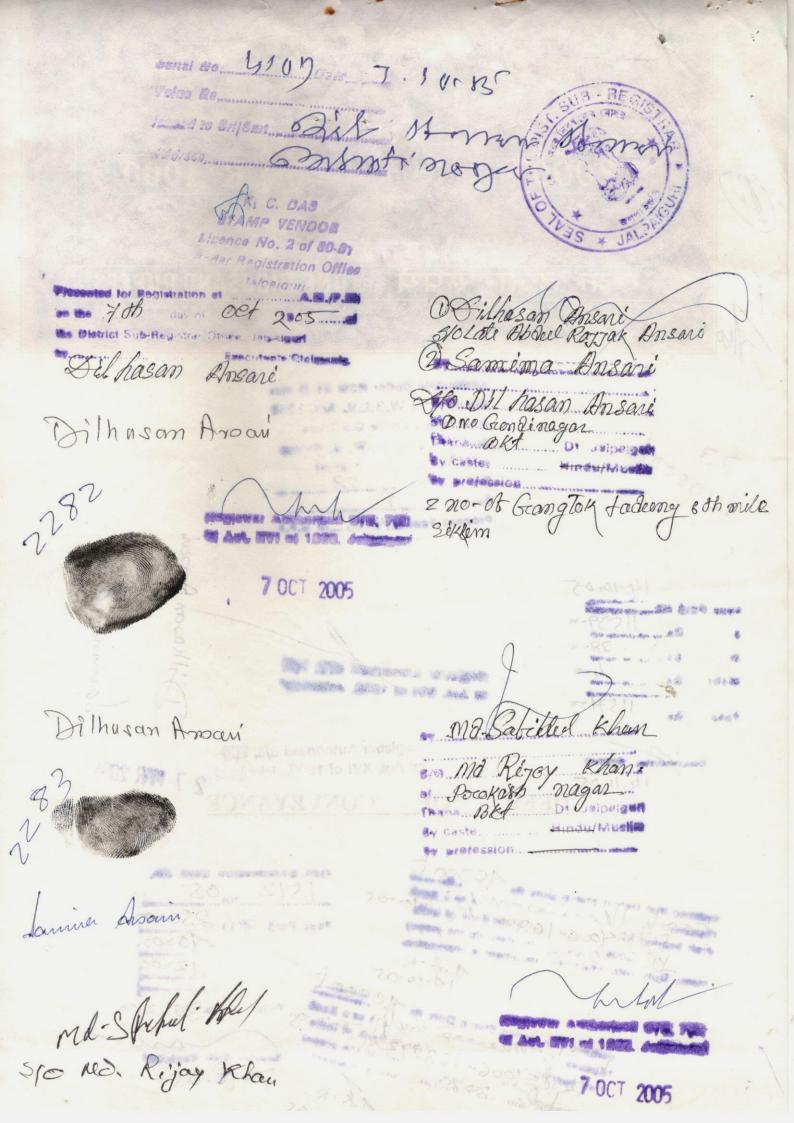
u/sec. 50 of West Bengal Land Reforms Act, 1955.

Revenue Officer,

B.L. & L.R.O. Office,

Rajganj, Jalpalguri







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VALUE OF RS. 10,50,000/AREA: 1 BIGHA 1 COTTA 12 CHH. SHEET NO. 06 , PLOT NO. 95 CORPORATION AREA , MOUZA- DABGRAM P.S. BHAKTINAGAR

THIS DEED OF CONVEYANCE IS MADE ON THIS THE ... F. .. Q... DAY OF ... 2005

BETWEEN

private Limited Company incorporated under the Companies Act. 1956 having its office at at 4th Mile Sevoke Road Ward no. 42, P.O; Salugara, P.S. Bhaktinagar, District Jalpaiguri, The Company is being represented by its Director SRI PRADEEP KUMAR AGARWALA S/o Late Madan Lal Agarwala of Neharu Road Siliguri, P.S. Siliguri, District Darjeeling 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 FIRST PART

PAN NO. AABCNO 449 E

by Indian, Muslim by religion, residing at Gandhi Nagar, Ward no. 43, P.S. Bhaktinagar, District Jalpaiguri hereinafter called the <u>VENDOR</u> (which expression shall mean and include unless excluded by or in repugnant to the context his heirs, executors, administrators, representatives and assigns) of the <u>SECOND PART</u>

SAMIMA ANSARI D/o Dil Hasan Ansari Ansari Nationality by Indian, Muslim by religion, residing at Gangtok Tadung 6th Mile, SIKKIM, hereinafter called the <u>CONFIRMING PARTY</u> (which terms and expression shall mean and include unless excluded by or is repugnant to the context her heirs respective heirs, successors, administrators, representatives, executors, assigns) of the <u>THIRD PART</u>.

AND WHEREAS One Ananda Mohan Roy Son of Late Dindayal singh Roy was the recorded owner of considerable landed Property measuring 22.97 acre recorded in R.S. Khatian No. 2/1, of Mouza Dabgram, Sheet No. 6, including R.S. Plot No. 28 with an area 5.17 acre land and R.S. Plot No. 95 with an area 8.14 acre land.

AND WHEREAS On death of the said Ananda Mohan Roy his legal heir being daughter Chintaswari alias Chiteswari Roy having became owner transferred by way of sale the land measuring 50 dec. comprising R.S. Plot No. 95 of the said R.S. Khatian No. 2/1 along with other plots, lands of making total 1.495 acres of land of the said khatian in favour of one Wing Commander K.C. Mukherjee and his wife Pravati Mukherjee for valuable consideration by Registered Deed no. 4029, dated 9.4.1976 before the District Sub-Registrar, Jalpaiguri, who got their names Mutated in Govt. Register, Vide Mutation Case No. IX-II / 03 of 83 – 84.

AND WHEREAS the said Wing Commander K.C. Mukherjee and his wife Pravati Mukherjee while in possession of the said land as lawful owners thereof jointly transferred by way of sale by Registered Deed no. 5933, dated 22.7.1983 before the District Sub-Registrar, Jalpaiguri for valuable consideration and duly delivered possession the said 1.495 acre land in favour of Dil Hasan Ansari Son of late Abdul Rajjak Ansari.

AND WHEREAS the said Dil Hasan Ansari also acquired by purchase the land measuring 30 dec. comprising R.S. Plot No. 28 of the said R.S. Khatian No. 2/1, for valuable consideration form the said Chinteswari Roy by Registered Deed no. 3984 dated 1.6.1994 and got possession thereof.

AND WHEREAS the said Dil Hasan Ansari while in possession of the said lands as absolute owner thereof made a gift and area measuring 33 Dec. within Specified boundary out of aforesaid lands unto his daughter Samima Ansari herein "Confirming Party" by Registered deed No. 3543 dated 31.8.2000 and delivered possession

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thereof unto her daughter who as donee duly accepted the said Gift by endorsing to that effect in the deed of Gift as will as by taking possession thereof within said boundary .

AND WHEREAS the Samima Ansari herein Confirming Party while in possession as absolute and lawful owner thereof has agreed to sell her said 33 Dec. of land when for the first time in has been detected that there is a bonafide mistake in her deed of Gift with respect to plot Number as well as reference Deed Number though she is still in possession of the land within the said boundary an on survey it is found that the land in her possession pertains to R.S. Plot No. 95.

AND WHEREAS in view of the said fact the said land measuring 33 Dec. may be sold as owner by Dil Hasan Ansari and confirmed by Samima Ansari as lawful possessor thereof and the said Dil Hasan Ansari has agree to sale to the present purchaser 1 Bigha 1 Cotta 12 Chh. of the said R.S. Plot No. 95, of Khatian No. 2/1 as fully described in the Schedule hereunder as well as the said Samima Ansari has agreed to confirm the transfer as Confirming party.

AND WHEREAS the demised land measuring 1 Bigha 1 Cotta 12 Chh. of Plot No. 95, is the part of the land as purchased by the vendor herein by Deed no. 5933 dated 22.7.1983.

AND WHEREAS the present purchaser being interested has agreed to purchase the land hereby demised form the vendor at a total Consideration of Rs. 10,50,000/- (Rupees Ten lacs Fifty Thousand) only, being fair, reasonable and highest market price, having been confirmed by the Confirming party who on execution and registration of these presents shall deliver possession unto and in favour of the purchaser

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said offer and acceptance and also in consideration for the sum of Rs. 10,50,000/- (Rupees Ten Lacs fifty Thousand) only, paid by the purchaser to the vendor (the receipt whereof the vendor do hereby acknowledge and grant full discharge to the purchaser from the payment thereof).

The vendor do hereby grant, convey assign and transfer unto the purchaser the said land hereby sold fully described in the schedule below, free from all encumbrances and make over possession thereof together with All rights, liberties, previleges, easements, appendices appurtenances belonging to or in any way appertaining to the said land as the absolute estate and all the rights, title and interest of the vendor into or upon the said land hereby sold so to be TO HAVE AND TO HOLD that same subject to the payment of rent payable to the landlord the Govt. of West Bengal.

A N D

It is further covenant that there exists no charge, mortgage, attachment or any other encumbrances of the said land hereby transferred or any part thereof at the date of these presents and in case of any such charge, mortgage, attachment or any other encumbrances whatsoever the vendor shall be liable to compensate the purchaser adequately for any other loss that the purchaser has to suffer in consequence thereof .

A N D

The vendor further covenant that all rents and public charges payable by the vendor for the said land hereby sold and in case if it transpires otherwise the vendor shall be liable to indemnify the purchaser for any loss resulting therefrom.

A N D

The Vendor further declares that if the purchaser is deprived of possession of the said land or any part thereof for the defect of title of the vendor and shall be liable to compensate the purchaser or to return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest from the date of such deprivation or dispossession.

A N D

It is further covenant that the vendor has not entered into any other contract with any other person for sale ,transfer or mortgage of the said land hereby sold or any part thereof and there exists no charge, mortgage attachment sale or transfer at the date of these presents and if any

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recitalsmade herein are proved to be false the vendor shall be liable to compensate the purchaser adequately for the loss to be sustained by the purchaser in consequence thereof.

AND WHEREAS the party of the Third Part being Confirming party pursuant to her commitment to the effect as aforesaid has joined with the Vendor in this Deed of Conveyance as Confirming party and hereby further declare that though she has no right title and interest in and over the land as described in the schedule below being the subject of this document or any part thereof but however for avoiding future dispute on being asked she has consented to become confirming party in the present deed and by way of abandoned coution hereby convey transfer, grant, release and assign unto of in favour of the Purchaser all her real and supposed right, title and interest in Schedule below land if any, which includes the land sold by these presents and further declare that she has no other claim or interest in any portion of the land hereby conveyed to the Purchaser and if any such claim is ever raised and prefered by her, the same will not be recognised as valid and binding but then, this document would act and operate as promissory estoppel against her.

SCHEDULE OF LAND

All that piece or parcel of raiyati land measuring 1 (One) Bigha 1 (One) Cotta 12 (Twelve) Chh. or 0.358875, acre at an annual rent of Rs. 0.35 paise only, appertaining to and forming part of 22.97 acres of land at an annual rent of Rs. 24/14/6 pai only, the proportionate rent for the demised plot of land is payable to the landlord the Govt of west Bengal represented by the B.L.&.L.R.O. Rajganj, situated within Pargana Baikunthapur, Mouza Dabgram, J.L. No. 2, Ward no. 43 (SMC), P.S. Bhaktinagar, S.R. office & District Jalpaiguri, appertaining to R.S. Khatian No. 2/1, in Sheet No. 6, comprising part of plot No. 95, measuring 1 Bigha 1 Cotta 12 Chh. or 0.358875 acre of land is hereby sold and the sold land is shown in the site plan by the red demarcation annexed herewith and forming part of these presents.

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

NORTH- Land of Janak Kaur

SOUTH - Land of Vendor

EAST - 29' Wide Road

WEST - Land of Md. Shahid Hossain

Measurment of the sold land:-

North - 200'-08", South - 213'-03", East - 81'-03", West - 70'-10"

IN WITNESS WHEREOF the Vendor put his signature on this deed on the day month and year first above written.

WITNESSES:

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Ped Writer, Jalpaiguri Licence No. 26.

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Pijush Kanti Sarkar

Deed Writer, Jalpaiguri Licence No. 26.

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MEMO OF CONSIDERATION

IN WITNESS WHEREOF The vendor in his good health and conscious mind, has singed on this memo of Consideration on this the day of 2005.

WITNESSES.

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Go Shi Men Raj Dynt SIGNATURE OF THE VENDOR

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