

2622



00BB 020388

Admission under Rule 21 duty
 Stamp
 A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. AA. AB. AC. AD. AE. AF. AG. AH. AI. AJ. AK. AL. AM. AN. AO. AP. AQ. AR. AS. AT. AU. AV. AW. AX. AY. AZ. BA. BB. BC. BD. BE. BF. BG. BH. BI. BJ. BK. BL. BM. BN. BO. BP. BQ. BR. BS. BT. BU. BV. BW. BX. BY. BZ. CA. CB. CC. CD. CE. CF. CG. CH. CI. CJ. CK. CL. CM. CN. CO. CP. CQ. CR. CS. CT. CU. CV. CW. CX. CY. CZ. DA. DB. DC. DD. DE. DF. DG. DH. DI. DJ. DK. DL. DM. DN. DO. DP. DQ. DR. DS. DT. DU. DV. DW. DX. DY. DZ. EA. EB. EC. ED. EE. EF. EG. EH. EI. EJ. EK. EL. EM. EN. EO. EP. EQ. ER. ES. ET. EU. EV. EW. EX. EY. EZ. FA. FB. FC. FD. FE. FF. FG. FH. FI. FJ. FK. FL. FM. FN. FO. FP. FQ. FR. FS. FT. FU. FV. FW. FX. FY. FZ. GA. GB. GC. GD. GE. GF. GH. GI. GJ. GK. GL. GM. GN. GO. GP. GQ. GR. GS. GT. GU. GV. GW. GX. GY. GZ. HA. HB. HC. HD. HE. HF. HG. HH. HI. HJ. HK. HL. HM. HN. HO. HP. HQ. HR. HS. HT. HU. HV. HW. HX. HY. HZ. IA. IB. IC. ID. IE. IF. IG. IH. II. IJ. IK. IL. IM. IN. IO. IP. IQ. IR. IS. IT. IU. IV. IW. IX. IY. IZ. JA. JB. JC. JD. JE. JF. JG. JH. JI. JJ. JK. JL. JM. JN. JO. JP. JQ. JR. JS. JT. JU. JV. JW. JX. JY. JZ. KA. KB. KC. KD. KE. KF. KG. KH. KI. KJ. KK. KL. KM. KN. KO. KP. KQ. KR. KS. KT. KU. KV. KW. KX. KY. KZ. LA. LB. LC. LD. LE. LF. LG. LH. LI. LJ. LK. LL. LM. LN. LO. LP. LQ. LR. LS. LT. LU. LV. LW. LX. LY. LZ. MA. MB. MC. MD. ME. MF. MG. MH. MI. MJ. MK. ML. MM. MN. MO. MP. MQ. MR. MS. MT. MU. MV. MW. MX. MY. MZ. NA. NB. NC. ND. NE. NF. NG. NH. NI. NJ. NK. NL. NM. NN. NO. NP. NQ. NR. NS. NT. NU. NV. NW. NX. NY. NZ. OA. OB. OC. OD. OE. OF. OG. OH. OI. OJ. OK. OL. OM. ON. OO. OP. OQ. OR. OS. OT. OU. OV. OW. OX. OY. OZ. PA. PB. PC. PD. PE. PF. PG. PH. PI. PJ. PK. PL. PM. PN. PO. PP. PQ. PR. PS. PT. PU. PV. PW. PX. PY. PZ. QA. QB. QC. QD. QE. QF. QG. QH. QI. QJ. QK. QL. QM. QN. QO. QP. QQ. QR. QS. QT. QU. QV. QW. QX. QY. QZ. RA. RB. RC. RD. RE. RF. RG. RH. RI. RJ. RK. RL. RM. RN. RO. RP. RQ. RR. RS. RT. RU. RV. RW. RX. RY. RZ. SA. SB. SC. SD. SE. SF. SG. SH. SI. SJ. SK. SL. SM. SN. SO. SP. SQ. SR. SS. ST. SU. SV. SW. SX. SY. SZ. TA. TB. TC. TD. TE. TF. TG. TH. TI. TJ. TK. TL. TM. TN. TO. TP. TQ. TR. TS. TT. TU. TV. TW. TX. TY. TZ. UA. UB. UC. UD. UE. UF. UG. UH. UI. UJ. UK. UL. UM. UN. UO. UP. UQ. UR. US. UT. UY. UZ. VA. VB. VC. VD. VE. VF. VG. VH. VI. VJ. VK. VL. VM. VN. VO. VP. VQ. VR. VS. VT. VU. VV. VW. VX. VY. VZ. WA. WB. WC. WD. WE. WF. WG. WH. WI. WJ. WK. WL. WM. WN. WO. WP. WQ. WR. WS. WT. WU. WV. WW. WX. WY. WZ. XA. XB. XC. XD. XE. XF. XG. XH. XI. XJ. XK. XL. XM. XN. XO. XP. XQ. XR. XS. XT. XU. XV. XW. XX. XY. XZ. YA. YB. YC. YD. YE. YF. YG. YH. YI. YJ. YK. YL. YM. YN. YO. YP. YQ. YR. YS. YT. YU. YV. YW. YX. YY. YZ. ZA. ZB. ZC. ZD. ZE. ZF. ZG. ZH. ZI. ZJ. ZK. ZL. ZM. ZN. ZO. ZP. ZQ. ZR. ZS. ZT. ZU. ZV. ZW. ZX. ZY. ZZ.

[Signature]
 Sub-Registrar
 Rajganj Dist. Jalpaiguri

DEED OF CONVEYANCE

Market Value assessed Rs. ...
 (Rupees ...)
 Stamp Duty required Rs. ...
 (Rupees ...)
 Stamp Duty paid Rs. ...
 (Rupees ...)
 Deficit Stamp Duty Rs. ...
 (Rupees ...)

[Handwritten calculations]
 50.00
 3.00 (100)
 1.40 (100)
 54.40

Additional Regn. Fees
 Rs. ...
 Rupees ...

Sub-Registrar
 Rajganj Dt. Jalpaiguri
 11.5.98

Certified that the deficit Stamp Duty
 of Rs. ... (Rupees ...)
 only has been

paid by ... Bank of India issued by
 S. B. I. ...
 to make up proper Stamp Duty of
 which this ...

Sub-Registrar
 Rajganj Dist. Jalpaiguri
 30.5.98

[Signature]
 Sub-Registrar
 Rajganj Dist. Jalpaiguri
 30.5.98

873 24/7/38
 Subdeep Finest Pvt. Ltd.,
 Calcutta 75, 100%

Presented for Registration at ... A.M./P.M.
 on the ... 10th day of ...
 at the Sub-Registry Office at ...
 by ... Jai Kishan ... Agent

Registered/Claimed



For Siliguri Tea Warehouse

Jai Kishan

Director

Sub-Registry Officer

1005 10/8/38

... Jai Kishan ... Agent
 ... 100th ...
 on behalf of ...
 Tea ...

For Siliguri Tea Warehouse

Jai Kishan

S/O ...
 of ...
 Thence ...
 By ...

Mahesh Kumar Banerjee

S/o Late B. L. Banerjee

Ramjati Pasa

Siliguri

... Mahesh ...
 ...
 ...
 ...

21/8/38
 ...
 ...

100F5



FOR STICUM TEA WAREHOUSING CO. LTD.

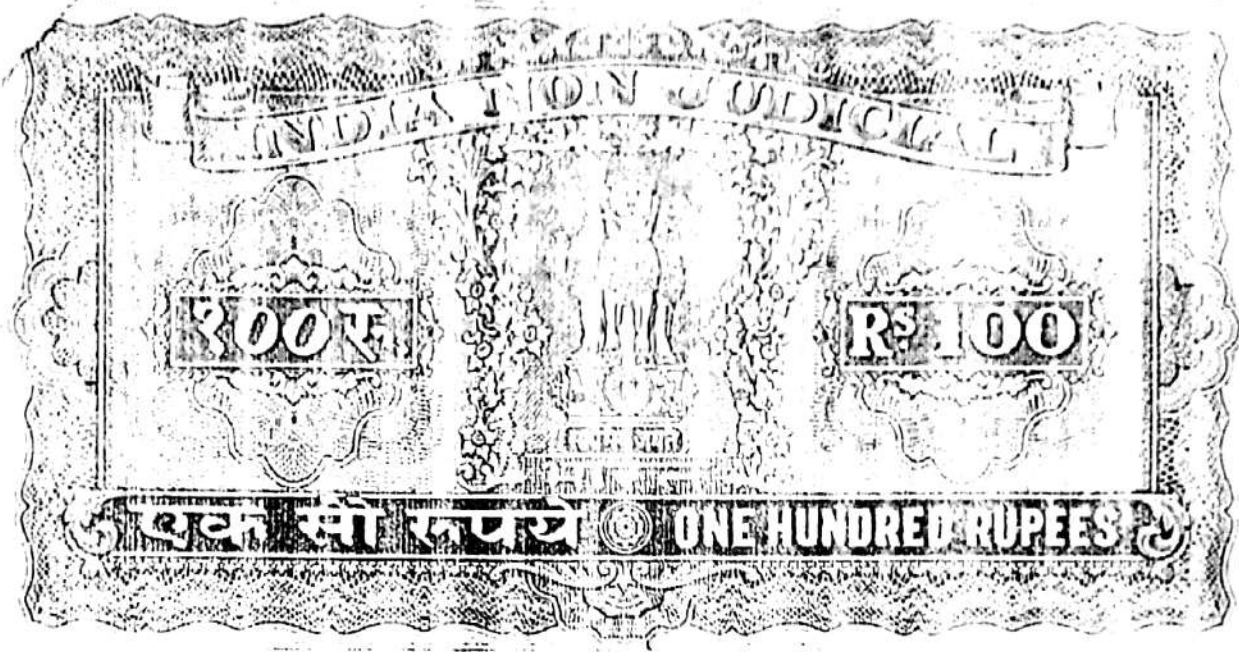
Sticum

: 2 :

THIS INDENTURE IS MADE ON THIS THE 10th DAY OF August 1998.

(10/8/98)

10015



FOR SINGURI TEA WAREHOUSING
Singuri
DIRECTOR

: 2 :

THIS INDENTURE IS MADE ON THIS THE 10th DAY OF August 1998.

10/8/98

RECEIVED TEA WAREHOUSING PVT. LTD.

Siliguri

: 3 :

| | | |
|---------------|---|----------------|
| AREA | : | 15.09 Kathas |
| CONSIDERATION | : | Rs. 3,02,000/- |
| PLOT NOS. | : | 258 (F) |
| KHATIAN NO. | : | 540 |
| MOUZA | : | Dabgram |
| PARAGANA | : | Baikunthapur |
| J.L.NO. | : | 2 |
| P.S. | : | Bhaktinagar |
| DISTRICT | : | Jalpaiguri |

B E T W E E N

SHUBHDEEP FINVEST PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 1956, bearing certificate of Incorporation No. 21-79406 of 1996, having its Regd. Office at 205, Rabindra Sarani, 3rd Floor, Calcutta-700007, represented by its Director Sri Tara Chand Agarwalla, son of Late Pokarmal Agarwalla, resident of 205, Rabindra Sarani, 3rd Floor, Calcutta-700007, hereinafter called the "PURCHASER" (Which expression shall unless excluded by or repugnant to the context be deemed to include its directors, executors, successors-in-office, representatives, administrators and assigns) of the "ONE PART".

AND

M/S SILIGURI TEA WAREHOUSING PVT. LTD., a Private Limited Company, registered under the Companies Act, 1956, bearing certificate of Incorporation No. 39575 of 1985, having its Registered Office at 1, Rowdown Street, Calcutta-17, represented by its Director Sri Jai Kishan Agarwal, son of Late Kedarnath Agarwal, resident of Rally Road, Kalimpong, P.O. and P.S. Kalimpong, in the district of Darjeeling, hereinafter called the "VENDOR" (Which expression shall unless excluded by or repugnant to the context be deemed to include its directors, executors, successors-in-office, representatives, administrators and assigns) of the "OTHER PART".

WHEREAS One M/S DARSHANLAL ANAND PRAKASH, a partnership firm was the sole, absolute and exclusive owner of all that piece or parcel of land measuring about 5.12 acres with Ice Factory and Cold Storage and other structures erected/built thereon comprised in Plot Nos. 254, 255 and 258, recorded in Khatian Nos. 582 and 540, situated within Mouza-Dabgram, J.L.No. 2, Sheet No. 8, Pargana-Baikunthapur, P.S. Bhaktinagar, in the District of Jalpaiguri, more particularly described in the Schedule-A given hereinunder.

SILIGURI TEA WAREHOUSING MILTD
[Signature]

: 4 :

AND WHEREAS M/s Darshanlal Anand Prakash, the abovenamed firm, represented by its partners Sri Anand Prakash and others had sold for valuable consideration and made over physical possession of the aforesaid land with Ice Factory and Cold Storage and other structures standing thereon, particularly described in the Schedule-A given hereinunder unto and in favour of M/S DOOTERIAH AND KALEJVALLEY TEA ESTATE PRIVATE LIMITED, by virtue of sale deed, registered at the Office of the Registrar of Assurances, Calcutta, on 02.06.1970, Being Document No. 2421 for the year 1970, entered in Book No.-I, Vol No.105, Pages 35 to 69, free from all encumbrances and charges whatsoever.

AND WHEREAS M/s Dooteriah and Kalejvalley Tea Estate Private Limited by virtue of the aforesaid sale deed became the sole, absolute and exclusive owner of the Schedule-A property and thereafter duly removed all the plant and machineries of the said ice factory and cold storage and started the business of warehousing thereat.

AND WHEREAS in pursuance of an application made by M/s Dooteriah and Kalejvalley Tea Estate Private Limited alongwith Siliguri Tea Warehousing Private Limited under the provisions of Sections 391 and 394 of the Companies Act, 1956, being Company Petition No. 134 of 1986 and Company Application No. 40 of 1986, the Hon'ble High Court, Calcutta, by an Order Dtd. 07.05.1986 duly sanctioned the Scheme of amalgamation of both the Companies.

AND WHEREAS by virtue of the aforesaid Order passed by the Hon'ble High Court Calcutta, the warehousing business of M/s Dooteriah and Kalejvalley Tea Estate Private Limited with all its properties, rights and interest as described in the Schedule-A given hereinunder and all other properties, rights and interest of the said Company relating to the said warehousing business, in pursuant to Section 394(2) of the Companies Act, 1956 stood transferred to and vested in the said M/s Siliguri Tea Warehousing Private Limited (the Vendor of these presents) absolutely and forever with effect from 01.04.1986.

[Signature]
AND WHEREAS under the circumstances mentioned above M/s Siliguri Tea Warehousing Private Limited became the absolute owner-in-possession of the Schedule-A property having permanent, heritable and transferable right, title and interest therein and the same is in its khas, actual and physical possession and thereafter applied for mutation of the same and on inquiry and actual measurement of the property from the Office of the Block Land and Land Reforms Officer, Rajganj, the area of land found was 4.90 acres instead of 5.12 acres and thus 4.90 acres of land as described in the Schedule-A was mutated and recorded in the name of M/s Siliguri Tea Warehousing Private Limited, vide Mutation Case No. IX-II/165/BLLRD(R) of 1995-96, Dtd. 27.08.1996.

: 5 :

AND WHEREAS M/s Siliguri Tea Warehousing Private Limited, the vendor of these presents have now shut down the business of warehousing on the Schedule-A land and by virtue of their resolution passed on 10.02.1997 have firmly and finally decided to sell and have offered for sale to the purchaser all that piece or parcel of land measuring about 15.09 kathas, more particularly described in the Schedule-B given hereinbelow, for a consideration of Rs.3,02,000/- (Rupees three lakhs two thousand) only.

AND WHEREAS the purchaser being in need of land in that area has agreed to purchase the said land measuring about 15.09 kathas, particularly described in the Schedule-B given hereunder for a consideration of Rs.3,02,000/- (Rupees three lakhs two thousand) only free from all encumbrances whatsoever, considering it to be the highest prevailing market price.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of Rs.3,02,000/- (Rupees three lakhs two thousand) only paid by the purchaser to the vendor, the receipt of which is acknowledged by the vendor on execution of these presents and grants full discharge to the purchaser from the payment thereof and the vendor does hereby assign, sell, grant, convey and transfer absolutely and forever the said below Schedule-B land and make over possession thereof unto and in favour of the purchaser peaceably and quietly together with all right, title, hereditaments, easements, liberties, appurtenances, etc. whatsoever, in any way belonging to or purported to belong or which was/were so long being enjoyed by the vendor therewith with permanent, heritable and transferable right, title and interest therein without any objection, claim, interference or interruption from the vendor or any person/s claiming under them subject to the payment of land revenue and other taxes to the superior landlord now the Government of West Bengal and/or such other authority/ies as law may provide from time to time in future.

THE VENDOR declares that the interest which it/they professes to transfer hereby subsists as on the date of these presents and the vendor have not previously transferred, mortgaged, contracted for sale or otherwise, the said below Scheduled-B land/property or any part thereof to in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of contrary the vendor shall be liable to make good the loss or injury which the purchaser may suffer or sustain resulting therefrom.

[Signature]

: 6 :

THE VENDOR further covenants with the purchaser that if for any defect of title or for any act done or suffered to be done by the vendor, the purchaser is deprived of ownership or of possession of the Schedule-B land/property or any part thereof in future, the vendor shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be together with interest @18% P.A. from the date of such deprivation of ownership or of possession and the vendor shall further pay adequate compensation to the purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

THE VENDOR further undertake to take all actions and to execute all documents as may be required to be done or executed for fully assuring right, title and interest of the purchaser to the below Schedule-B land/property hereby conveyed at the cost of the purchaser.

SCHEDULE-A ✓

All that piece or parcel of land measuring about 4.90 acres (as per deed 5.12 acres) comprised in Plot Nos. 254, 255 and 258 , recorded in Khatian Nos. 582 and 540, situated within Mouza-Dabgaram, J.L.No. 2, Sheet No.8, Pargana-Baikunthapur, P.S. Bhaktinagar, Registry Office and District- Jalpaiguri.

SCHEDULE-B ✓

All that piece or parcel of land measuring about 15.09 (fifteen point zero nine) kathas, forming part of Plot No. 258, recorded in Khatian No. 540, situated within Mouza-Dabgram, J.L.No.2, Sheet No.8, Pargana-Baikunthapur, P.S.-Bhaktinagar, Registry Office and District -Jalpaiguri.

The said land demarcated with red border lines and identified by the mark of C in the site plan enclosed herewith forms part of these presents and is bound and butted as follows :

BY NORTH : Land of Paresh Chandra Talukdar (Talukdar Saw Mill),

BY SOUTH : 24 feet wide road and Land of the Vendor,

BY EAST : Land of the Vendor sold to the purchaser,

BY WEST : Land in possession of Narayan Prasad Tambakuwala.

[Handwritten initials]

: 7 :

IN WITNESSES WHEREOF THE VENDOR IN GOOD HEALTH AND CONSCIOUS MIND HAS PUT HIS SIGNATURE ON THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1. *Birash Barbe*
S/o- Birash Behari Barbe
New Milanpally, Siliguri.

2. *Sushil Kr. Ghosh.*
S/o Sudhir Ch. Ghosh.
Sevoke Road
Siliguri

The contents of this document have been gone through and understood personally by the vendor and the purchaser.

FOR SIKHOTA TEA WAREHOUSING (P) LTD.

Jai Kishan *Director*

VENDOR

Drafted, read over, explained by me and typed in my office.

Kamal K. Kedia

K.K. KEDIA
Advocate, Siliguri.
E.No.F/6/92.

Common Seal Affixed by

Jai Kishan
Sri Jai Kishan Agarwal
(Director)

POSSESSION OF NARAYAN
PRASAD TAMBAKUWALA

24'0" WIDE ROAD

SITE PLAN

SCALE: 1" = 500'

LOCAL LAND
NO. 17, DABOON
SHEET 2, PLOT NO. 259
SHEET 10-8, K.P. NO. 540
P.S. BHANTINAGAR
DIST. JALPAIGURI

TALUKDAR SAW MILL

LAND OF THE VENDOR

| NAME OF THE SELLER | NAME OF THE PURCHASER | SOLD AREA |
|----------------------------------------------|-----------------------------------------|-----------------|
| SILIGURI TEA WARE HOUSING PRIVATE LTD. | SHOHOEER FINVEST PRIVATE LTD. | A. 16.295 KATHA |
| DIRECTOR: SRI JAI NISHAN MOBARWAL | REG. OFFICE: 205, RAJENDRA SARANI | B. 16.255 KATHA |
| S/O LATE KESABANTA MOBARWAL KALIMPONG. | 3RD FLOOR CALCUTTA-7 | C. 15.09 KATHA |

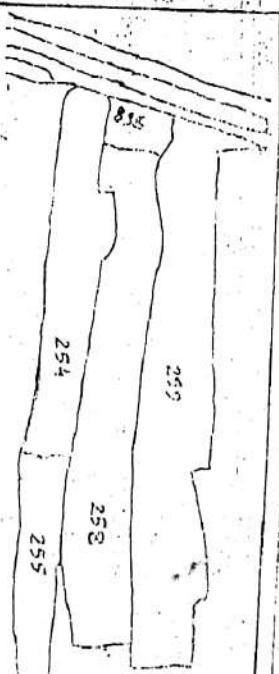
LAND OF THE VENDOR

SILIGURI TEA WAREHOUSING LTD.

SIGNATURE OF SELLER

[Signature]
Director

SHEET MAP (PART)



DRAWN BY: RAJENDRA CHANDRA
CONVEYANCE
BIDHAN MAHAR
SILIGURI