

THIS INDENTURE made this day the 30 19. July 1983.

BETWEEN

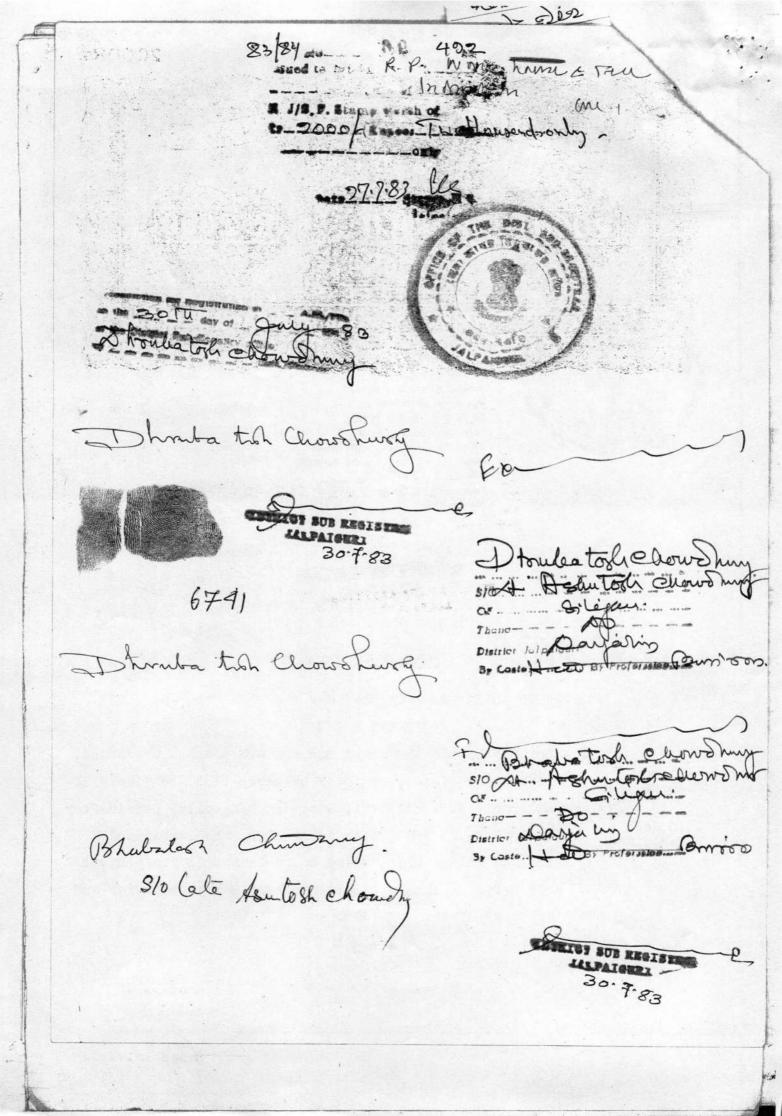
Deed of Conveyance. Value of E.30,000/area of land 1.16 dec. P.S.Rajganj. Sri Dhrubatosh Choudhuri Son of Tate Asutosh Choudhuri, Hindu by religion, Business by occupation, residence of Siliguri, P.S. Siliguri, District Darjeeling hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context his heirs executors, administrators representatives and sssigns) of the ONE PART.

AND

Contd

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Total 1.16 (one acre sixteen) decimals of land isthereby sold by the Vendor by these presents in the aforesaid two Schedule.

The demised Plot of land is bounded as follows:-

North :- Iand of S. Kundu, K. Tewari & Others.

South :- Own land and building of the purchaser,

East - Own land of the purchaser,

West - Own land of the purchaser.

IN WITHESS WHEREOF the Vendor does hereunto set his land on this document on the day, month and year first above written.

WITNESSES

Falaign.

Typed by me, Nhi ben aulla (Nripen Dutta) Typist, Jalpaiguri.

Signature of the Vendors.

Drafted and read over and explained the contents of this document by me to the Vendor.

Pijush Kanti Sarkar) Deed Writer, Jalpa iguri.

R.P. WAREHOUSE & TEA INDUSTRIES LTD.



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M/s. R. P. Ware House & Tea Industries Itd. a Business Firm having its office at 6, Iyons Range (5th Floor) Calcutta. 700001, Branch Office at 3rd Mile Sevoke Road, Dabgram, P.S. Rajganj, District Jalpaiguri hereinafter called the PURCHASER (which expression shall mean and include unless excluded by or repugnant to the contex its Successors, executors administrators representatives and assigns in Office) of the OTHER PART.

WHEREAS the land situated in P.S. Rajganj in the District of Jalpaiguri within Pargana Baikunthapur, Mouja Dabgram, R.S. Khatian No.187/1, Sheet No. 5, C.S. Plot No. 112/343, 112/348 and 113/349 area of land measuring 1.19 dec. of land purchased by virtue of a registered Sale Deed No.1390 dated 24.4.79 at Rajganj Sub-Registry Office from Sri Sushil Kr. Agarwalla and R.S. Khatian No.313/2,

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Schedule.....



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Sheet No. 5, C.S. Plot No. 114/175 area of land med scring
1.33 dec. of land purchased by virtue of a Registered Sale
Deed No. 2056 dated 18. 5. 79 at Sadar Joint Sub-Registry
Office Jalpaiguri from Nanu Ram Agarwalla and R.S. Khatian
No. 313/2, Sheet No. 5, C.S. Plot No. 193 area 1 bigha 8
kathas of land get by virtue of a registered deed of
Exchange No. 2178 dated 13.5.80 at Rajganj Sub-Registry
Office of Jalpaiguri total 2.98 decimals of land of the said
Sale Deeds and exchange deed gathered by the Vendor Sri
Dhrubatosh Choudhuri and his brother Sri Bhabatosh Choudhuri
and thereafter 8 annas share of the vendor Sri Dhrubatosh
Choudhuri gathered by mutually separation with his brother
and the Vendor is in actual khas and physical possession in
and over the said landed property having permanent haritable
and transferrable right title and interest therein and

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Schedule....



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has been possessing and enjoying the same free from alf

AND

WHEREAS the Vendor being in need of money for acquiring of more profitable properties elsewhere has offered for sale his 8 annas share of the aforesaid landed property fully described in the Schedule below, free from all encumbrances whatsoever.

AND

WHEREAS the purchaser being in need of a Plot of land has accepted the said offer of the Vendor described in the Schedule below at a consideration of Rs.30,000/-(Rupees Thirty thousand) only, free from all encumbrances whatsoever.

AND

WHEREAS the Vendor has accepted the price so offered by the purchaser as fair and reasonable price in view of the prevailing highest market rate of land and has agreed to

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sell the said land fully described in the schedule below at a consideration of R.30,000/- (Rupees Thirty thousand) only free from all encumbrances whatsoever upto the purchaser and the said is transferred in the manner as appearing hereinafter.

NOW THIS DEED WITNESSETH, that in pursuance of the said offer acceptance and also in consideration of the said price some of R.30.000/- (Rupees Thirty thousand) only paid in cash by the purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the purchaser the payment thereof).

The Vendor does hereby grant, convey, transfer, assign upto the purchaser of the land described in the Schedule below and make over possession thereof to the purchaser together with all rights liberties, casements, appendices, appertanances belonging to or in any way appertaining to the said land as the absolute estate free from all encumbrances and all the rights title and interest contd....

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Schedule.....



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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 payable to the landlord state of West Bengal.

And the Vendor does hereby covenant with the purchaser that the interest which the Vendor profess to transfer subject and the Vendor has full authority to transfer the land hereby transferred, expressed or intended so to be unto the purchaser in the manner aforesaid the Vendor or any person claiming under him shall and will from time to time at all times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever and further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may be required.

The Vendor further covenant that all rents and other public charges payable from the property hereby transferred or expressed or intended so to be that has accepted does upto the date of these presents has been paid all other covenants and conditions required to be observed and performed and in case

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if it transpires otherwise 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 property forming the subject matters of the present conveyance is in khas and actual possession of the vendor at the date of these presents. If for any defect of title or for any act done or suffered to be done by these presents the purchaser 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 vendor shall be liable to return to the purchaser the full proportionate part of the consideration money ase the case may be together with interest from the date of such deprivation or dispossession and shall also be liable for adequate compensation for any loss or injury standing there to be sustained by the purchaser.

It is further declared that the Vendor has not transferred or entered into any binding contract to any other person to sell or to transfer otherwise the property hereby conveyed by these presents or any part thereof and there exists no such contract at the date of these presents or any part thereof and there exists no such contract or if any of the recitals made herein are proved to be false the Vendor shall be liable to indemnify the purchaser adequately for the loss and injury to be sustained by the purchaser in consequence thereof.

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Schedule.....

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SCHEDUIE OF IAND

All that piece or parcel land measuring .43 (forty three) decimals of land at a annual rent of E.1.90 paise only, appertaining to and forming part of 1.19 dec. of land at an annual rent of E.5/- only, the proportionate rent for the demised Plot of land is payable to the State of West Bengal represented by the Collector Bahadur of Jalpaiguri through the J.L.R.O. Rajganj, schedul situated within Pargana Baikunthapur Mouja Dabgram P.S. Rajganj, S.R. Office and District Jalpaiguri recorded in R.S. Matian No. 187/1, J.L. No.2, included in Sheet No. 5, C.S. Plot No.112/343 area of land 1.03 dec. Plot No.112/348 area of land .12 dec. Plot No.113/349 area land .04 dec. total 1.19 dec. of land including three plots out of that .43 (forty three) dec. of land is hereby sold by the Vendor by these presents.

2. All that piece or parcel of land measuring .73 (Seventy three) decimals of land at an annual rent of Es.3/- only appertaining to and forming part of 1.79 dec. of land at an annual rent of Es.6.90 paise only, the proportionate rent for the demised plot of land is payable to the State of West Bengal, represented by the J.L.R.O. Rajganj, situated within Pargana Baikunthapur, Mouja Dabgram, P.S. Rajganj, S.R.Office and District Jalpaiguri recorded in R.S. Khatian No.313/2, J.L. No. 2 included in sheet No. 5, C.S. Plot No.114/175 area of land measuring 1.33 dec. and Plot No. 193 area of land measuring .46 dec. total 1.79 dec. of land including above two Plots out of that .73 (seventy three) decimal of land is hereby sold by the Vendor by these presents.

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Total 1.16 (one acre sixteen) decimals of land is hereby sold by the Vendor by these presents in the aforesaid two Schedule.

The demised Plot of lend is bounded as follows:-

North :- Isnd of S.Mundu, K. Towari & Others.

South :- Own land and building of the purchaser,

East - Own land of the purchaser,

West - Own land of the purchaser.

IN WITHERS WHEREOF the Vendor does hereunto set his land on this document on the day, month and year first above written.

WITTESSES

1. Phabaloth Churty. Siliguri.

3. Pijirsh Kanh. Sarkan Jabais

Nimber Culta (Nrippin Dutta) Typist, Jalpaiguri.

Signature of the Vendors.

Drafted and read over and explained the contents of this document by me to the Vendor.

(Pijush Kanti Sarkar)

Deed Writer,

Jalpa iguri.

R.P. WAREHOUSE & TEA INDUSTRIES LTD.

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