





Cont. ....p/3

Gas

THIS INDENTURE MADE THIS 29<sup>TH</sup> DAY OF APRIL 2005 (TWO THOUSAND FIVE).

Page - 2

Ramesh Kumar Adhikary  
Bhawanji Shankar Adhikari  
Homi Prasad Adhikari  
Ashaok Sharma



1000Rs



Cont. ....p/4

9

TOTAL CONSIDERATION	:	Rs. 20,00,000/-
AREA OF LAND	:	10.89 Acres
MOUZA	:	Mahismari
PARAGANA	:	Fatharghata
POLICE STATION	:	Matigara
DISTRICT	:	Darjeeling
REGISTRATION NO.	:	44, 65 and 107
PLOT NO.	:	207, 208, 209, 210,
J.L.NO.	:	214, 215, 227, 246
	:	47

Page - 3

*Purna Kanan Adikary  
 Bhawan: Shastri Adikary  
 Hari Prasad Adikary  
 Anand Sharma*



1000RS



Cont. p/5

- 1) SRI PURNA KUMAR ADHIKARI S/o Late Rudra Lal Adhikari,
- 2) SRI BHAWANI SHANKAR ADHIKARI S/o Late Rudra Lal Adhikari,
- 3) SRI HARI PRASAD ADHIKARI S/o Late Rudra Lal Adhikari,
- 4) SRI AVISEK SHARMA S/o C. R. Sharma alias G.R. Sharma

B E T W E E N

Page - 4

*Purna Kumar Adhikari  
 Bhawani Shankar Adhikari  
 Hari Prasad Adhikari  
 Avisek Sharma*



1000Rs



30

PAN VA BCG 8412 E

GREEN HILL INDUSTRIES PRIVATE LIMITED A private limited company registered under the Company Registration Act 1956 being certificate of incorporation No. 21 - 85877 of dated 28.11.1997 having its registered office at 661, Kasturi Niwas, Panjabpara, Silliguri P.O. & P.S. Silliguri in the District of Darjeeling ---- hereinafter called **SECOND PARTY / PURCHASER** (which expression shall mean and include unless excluded by or repugnant to the context its directors, office bearers, executors, successors, administrators, representatives and assigns) of the **OTHER PART** represented by one of its Director **SRI MANOJ KUMAR AGARWAL** S/o Sri Harikishan Agarwal, Hindu by religion, Indian by Nationality, Director of the above named company by occupation, resident of 661, Kasturi Niwas, Panjabpara, Silliguri P.O. & P.S. Silliguri in the District of Darjeeling.

A N D

All are Hindu by religion, Indian By Nationality, Business by occupation, No. 1 to 3 resident of Champasari, Pradhan Nagar, Silliguri, P.O. Pradhan Nagar, P.S. Silliguri in the District of Darjeeling No. 4 resident of Pradhan Nagar, Silliguri, P.O. Pradhan Nagar, P.S. Silliguri in the District of Darjeeling at present residing at M.G. Marg, Gangtok in the state of Sikkim ---- hereinafter jointly and collectively called the **FIRST PARTY / VENDORS** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART**.

*Devina Kumar Adhikary*  
*Bhawanee Shastri Adhikari*  
*Hemant Kumar Adhikari*  
*Amit Kumar Sharma*



2

WHEREAS Vendor No. 4 hereof SRI AVISEK SHARMA acquired all that piece and parcel of land measuring 4.66 Acre as more fully described in the Schedule "D" appended below by virtue of a deed of conveyance executed by SRI BHAWANI SHANKAR ADHIKARI and SRI HARI PRASAD ADHIKARI and registered at the Office of the Additional District Sub-Registrar, Siliyuri and recorded in Book No. I, Volume No. 22 Page Nos. 393 to 400 being document No. 1629 for the year 1993.

A N D

WHEREAS Vendor No. 3 hereof SRI HARI PRASAD ADHIKARI is/was the recorded owner of all that piece and parcel of land measuring 4.13 Acre appertaining to and forming part of Plot No. 207, 208, 209, 210, 223, 224, 225, 226 recorded in Khattian No. 107 Mouza - Mahisam in the District of Darjeeling.

A N D

WHEREAS Vendor No. 2 hereof SRI BHAWANI SHANKAR ADHIKARI is/was the recorded owner of all that piece and parcel of land measuring 4.11 Acre appertaining to and forming part of Plot No. 207, 208, 209, 210, 223, 224, 225, 226 recorded in Khattian No. 65 Mouza - Mahisam in the District of Darjeeling.

A N D

WHEREAS Vendor No. 1 hereof SRI PURNA KUMAR ADHIKARI is/was the recorded owner of all that piece and parcel of land measuring 3.88 Acre appertaining to and forming part of Plot No. 214, 215, 224, 225, 226, 227, 246 recorded in Khattian No. 44 Mouza - Mahisam in the District of Darjeeling as more fully described in the Schedule "A" appended below.

A N D

*Lerna Jena Adhary  
Bhawani Shankar Adhikari  
Hari Prasad Adhikari  
Avishek Sharma*



6

WHEREAS the Purchaser being in need of land in the area the said land is situated have accepted the offer of the first party and have offered and agreed to purchase the land as fully described in the schedule "A", "B", "C" and "D" appended below for Rs. 20,00,000/- (Rupees twenty Lakhs only) free from all encumbrances whatsoever.

A N D

WHEREAS Vendors being in need of fund for acquiring more profitable properties have jointly and collectively offered to sale all that piece and parcel of land measuring 10.89 Acres more fully described in the schedule "A", "B", "C" and "D" appended below.

A N D

WHEREAS since purchase Vendor No. 4 hereof SRI AVISEK SHARMA is/was in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule "D" below, free from all encumbrances whatsoever and without any interference, objection or interruption from any body having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS Vendor No. 1 to 3 hereof 1) SRI PURAN KUMAR ADHIKARI 2) SRI BHAWANI SHANKAR ADHIKARI and 3) SRI HARI PRASAD ADHIKARI are/were in actual Khas and physical possession of all that piece and parcel of land as fully described in the schedule "A" "B" "C" below, free from all encumbrances whatsoever and without any interference, objection or interruption from any body having permanent, heritable and transferable right, title and interest therein.

A N D

*Luna Kumar Adhikari*  
*Prasadi Shastri Adhikari*  
*Hari Prasad Adhikari*  
*Avisek Sharma*





Cont. p/9

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 20,00,000/- (Rupees twenty Lakhs) only, paid by cash by the purchaser to the Vendors (the receipt whereof the Vendors do hereby jointly and severally acknowledge and grant full discharge to the purchaser from payment thereof) the Vendors do hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as fully described in the schedule below and delineated in the plan by red border annexed herewith and forming part of these presents and make over khas and physical possession thereof to the purchaser together with all rights, liberties, privileges, assessments, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free from all encumbrances and the right, title and interest in and upon the property hereby transferred, expressed or intended as to be TO HAVE and TO HOLD the same subject to the payment of rent, taxes etc. payable to the Superior Land Lord the State of West Bengal and any other proper authority.

**NOW THIS INDENTURE WITNESSETH THAT:**

**WHEREAS** the Vendors have accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sell the land more fully described in the schedule "A", "B", "C" and "D" appended below for Rs. 20,00,000/- (Rupees twenty Lakhs) only free from all encumbrances whatsoever.

A N D

Page - 8

*Purna Kumar Adhikari*  
*Bhawanee Shrivastava*  
*Homi Bhabhai*  
*Amitesh Sharma*



ca

THE Vendors further covenants that all rent and taxes etc. or any other charges payable for the land hereby transferred or expressed or intended so to be that has 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 the Vendors shall be liable to indemnify the purchaser for any loss resulting from any such non-payment, non-observance and non-performance as aforesaid.

IT is further covenanted that the land described in the schedule below is hold by the Vendors have not been surrendered or forfeited and that there exist no charge, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of those presents and in the event of discover of any such charge, mortgage, attachment or any other encumbrances whatsoever the Vendors shall be liable to be dealt with according to law both Civil and Criminal as the case may be and shall also be liable to compensate the purchaser for any loss or injury that the purchasers shall have to sustain in consequence thereof.

AND the Vendors hereby covenanted with the purchaser that the interest which the Vendors professes to transfer subsists and the Vendors have full authority and good power to transfer the said land, expressed or intended so to be unto the purchaser in the manner aforesaid and the Vendor or any person claiming under them shall and will from time to time at times hereafter at the request and cost of the purchaser do execute all such acts, deeds and things whatsoever for further and more effectually assuring the enjoyment and possession of the purchaser thereof and therein as shall and may required.

*Purna Kumar Mishra*  
*Bhawanee Sharma Mishra*  
*Moula Devi Mishra*  
*Avishek Sharma*



25

All that piece and parcel of land measuring 3.29 (Three point two nine) Acres appertaining to and forming part of Plot Nos. 214 (Two one four), 215 (Two one five), 227 (Two two seven), 246 (Two four six) recorded in Khatian No. 44 (Four four), Sheet No. 1 (one), J. L. No. 047 (Zero four seven), Mouza = Mahiswari, Pargana = Pathargata, P.S. Matigara in the district of Darjeeling.

**(LAND SOLD BY SRI PURNA KUMAR ADHIKARI)  
SCHEDULE "A"**

THE Vendors hereby declare that the 16' - 0" wide Private Road on the eastern side of the land hereby sold and transferred, connecting the plot hereby sold and Main Road. Both the parties have every right to use it. The aforesaid 16' - 0" wide Road is also common Road as declared by the Vendors. Vendors hereof further declare that they or any of them shall at no time hereinafter claim any exclusive right over the said Private Road.

IT is hereby further declared by the Vendors that the Vendors have not entered in to any binding contract with any other person whatsoever to sell or to transfer otherwise the said land conveyed by those presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents or if any of the recitals made herein are proved to be false the Vendors shall be liable to be dealt with according to law for false recitals made therein and shall also be liable to compensate the purchaser adequately for the loss or injury to be sustained by the purchaser in consequence thereof.

*Purna Kumar Adhikari*  
*Bhawanee Sankar Adhikari*  
*Hari Prasad Adhikari*  
*Avinash Sharma*



BY THE WEST : LAND OF GULMA TEA ESTATE, Cont. P/12  
 BY THE EAST : LAND OF P.K. ADHIKARI, B.S. ADHIKARI & HARI ADHIKARI,  
 BY THE SOUTH : LAND OF SOMRA NAGESHIA,  
 BY THE NORTH : SOLD LAND OF MOTI LAL ADHIKARI AND LAND OF GOBARDHAN MUNDA & GULMA TEA ESTATE,

said land is butted and bounded as follows:-  
 in the plan by red border annexed herewith and the  
 and "D" hereby sold by the Vendors is delineated  
 Land as mentioned above in schedule "A" "B" "C"

Darjeeling.  
 Pathargata, P.S. Matigara in the district of  
 Four seven), Mouza = Mahismari, Pargana =  
 seven), Sheet No. 1 (one), J. L. No. 047 (Zero  
 in Khatian No. 65 (Six Five) and 107 (One zero  
 208 (Two zero eight), 209 (Two zero nine) recorded  
 forming part of Plot Nos. 207 (Two zero seven),  
 (Four point six six) Acres appertaining to and  
 All that piece and parcel of land measuring 4.66

**SCHEDULE "D"**  
**(LAND SOLD BY SRI AVISEK SHARMA)**

Darjeeling.  
 Pathargata, P.S. Matigara in the district of  
 (Zero Four seven), Mouza = Mahismari, Pargana =  
 zero seven), Sheet No. 1 (one), J. L. No. 047  
 (Two one zero), recorded in Khatian No. 107 (One  
 208 (Two zero eight), 209 (Two zero nine), 210  
 forming part of Plot Nos. 207 (Two zero seven),  
 (One point four seven) Acres appertaining to and  
 All that piece and parcel of land measuring 1.47

**SCHEDULE "C"**  
**(LAND SOLD BY SRI HARI PRASAD ADHIKARI)**

P.S. Matigara in the district of Darjeeling.  
 seven), Mouza = Mahismari, Pargana = Pathargata,  
 five), Sheet No. 1 (one), J. L. No. 047 (Zero Four  
 (Two one zero), recorded in Khatian No. 65 (Six  
 208 (Two zero eight), 209 (Two zero nine), 210  
 forming part of Plot Nos. 207 (Two zero seven),  
 (One point four seven) Acres appertaining to and  
 All that piece and parcel of land measuring 1.47

**SCHEDULE "B"**  
**(LAND SOLD BY SRI BHAWANI SHANKAR ADHIKARI)**

*Prasen Kumar Adhikari*  
*Bhawanee Shankar Adhikari*  
*Hari Prasad Adhikari*  
*Avisek Sharma*



Rajesh Kumar Agrwal  
Advocate / Silliguri  
Reg. No. MB/13/91

*[Signature]*

Drafted by me and printed  
at My office.

**V E N D O R S**

-----  
*Amit Sharma*

-----  
*Hari Prasad Mishra*

-----  
*Shashi Shankar Mishra*

-----  
*Laxmi Kumar Mishra*

The contents of this  
documents have been gone  
through and understood  
personally by the  
Purchaser & Vendors.

- 1. *Hari Prasad Mishra*
- 2. *Shashi Shankar Mishra*

*5125m  
Pradip Mishra*

2. *Kapra Poo Sharma,  
510 Late Poo Poo, Silliguri*

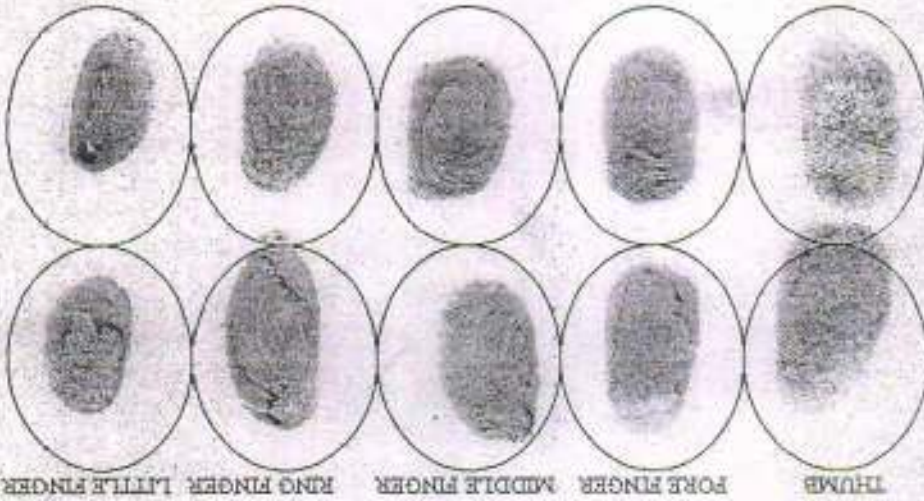
INWITNESS WHEREOF the Vendors do hereunto set  
their hands on the Day, Month and Year first above  
written.  
WITNESSES:-



SIGNATURE OF R.O.

SIGNATURE WITH DATE

*Haris Ahmad Siddiqui*



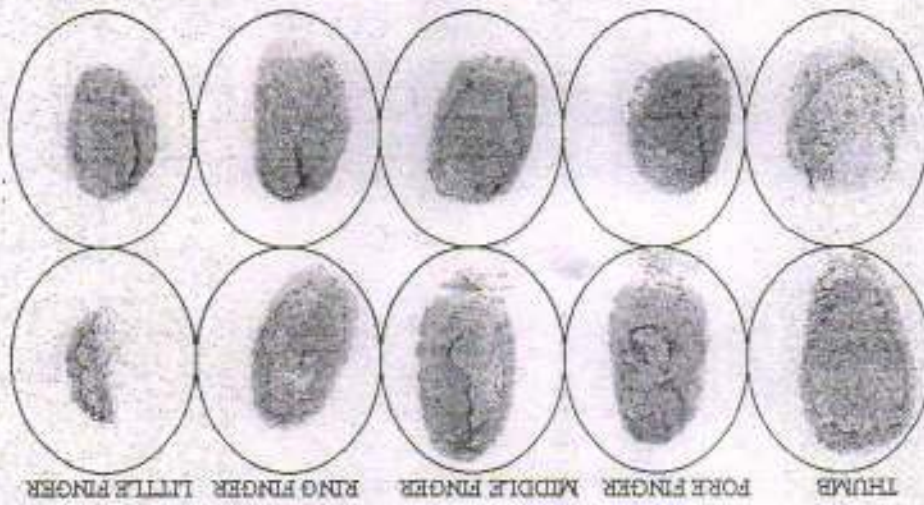
THUMB  
FORE  
MIDDLE  
RING  
LITTLE

THUMB  
FORE  
MIDDLE  
RING  
LITTLE



SIGN WITH DATE

*Haris Ahmad Siddiqui*



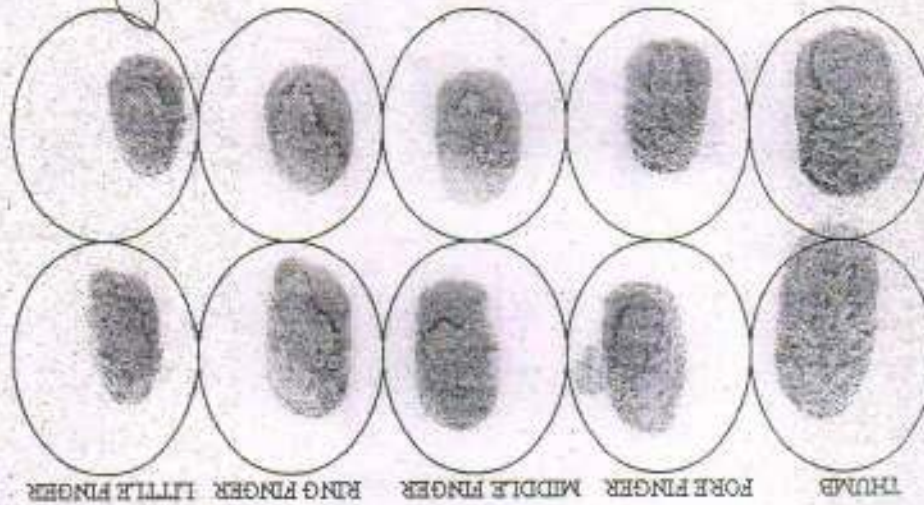
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MIDDLE  
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LITTLE



SIGN WITH DATE

*Haris Ahmad Siddiqui*  
29/1/19



THUMB  
FORE  
MIDDLE  
RING  
LITTLE

THUMB  
FORE  
MIDDLE  
RING  
LITTLE



EXECUTANT SHEET



SIGNATURE WITH DATE

SIGNATURE OF R.O.

					THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER	THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER	PHOTO

SIGN WITH DATE

Director

Green Mill Industries (P) Ltd

Munif Kame Ayaz

					THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER	THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER	PHOTO Munif Kame Ayaz

SIGN WITH DATE

Ahsak Sharma

					THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER	THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER	PHOTO Ahsak Sharma

EXECUTANT SHEET