

1.4.2005 Green Lills Industrajes Bi Bageogra Addh Dist. Sub. Rogistran . SLO. Matigare 2200.



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THIS INDENTURE MADE THIS THE 29TH DAY OF APRIL 2005 (TWO THOUSAND FIVE).

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THIS INDENTURE CARDS WILL DAY OF THOUSAND FIVE),

29/NO5 25/05



TOTAL CONSIDERATION:
AREA OF LAND:
MOUZA:
PARAGANA:
POLICE STATION:
DISTRICT:
Rs.20,00,000/10.89 Acres
Mahismari
Patharghata
Matigara
Darjeeling

KHATION NO. : 44, 65 and 107 PLOT NO. : 207, 208, 209, 210, 214, 215, 227, 246

J.L.NO. 47

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BETWEEN

- 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

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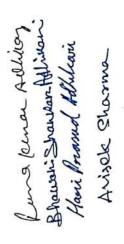
All are Hindu by religion, Indian By Nationality, Business by occupation, No. 1 to 3 resident of Champasari, Pradhan Nagar, Siliguri, P.O. Pradhan Nagar, P.S. Siliguri in the District of Darjeeling No. 4 resident of Pradhan Nagar, Siliguri, P.O. Pradhan Nagar, P.S. Siliguri in the District of Darjeeling 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.

#### AND

GREEN HILL INDUSTRIES PRIVATE LIMITED private Limited company registered under Company Registration Act 1956 being certificate of Incorporation No. 21 - 85877 of Dated 28.11.1997 having its registered Office at 661, Kasturi Niwas, PanjabiPara, Siliguri P.O. & P.S. Siliguri in the District of Darjeeling ---- hereinafter called SECOND PARTY / PURCHASER (which expression shall mean and include unless excluded by repugnant to the context its Directors, office executors, successors, administrators, bearers, 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, PanjabiPara, Siliguri P.O. & P.S. Siliguri in the District of Darjeeling.

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#### AND

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 Khatian No. 44 Mouza - Mahismari in the District of Darjeeling as more fully described in the Schedule "A" appended below.

#### AND

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 Khatian No. 65 Mouza - Mahismari in the District of Darjeeling.

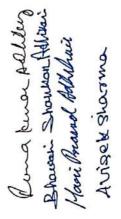
#### AND

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 Khatian No. 107 Mouza - Mahismari in the District of Darjeeling.

#### AND

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, Siliguri and recorded in Book No. I, Volume No. 22 Page Nos. 393 to 400 being document No. 1629 for the year 1993.

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#### AND

WHEREAS Vendor No. 1 to 3 hereof 1) SRI PURAN 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.

#### AND

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.

#### AND

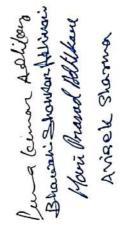
WHEREAS Vendors being in need of fund for acquiring more profitable properties have jointly and collectively offered to sale all that piece and parcel of land measuring 10.89 Acres more fully described in the schedule "A", "B", "C" and "D" appended below.

#### AND

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.

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AND

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 agree to sale 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.

#### NOW THIS INDENTURE WITNESSETH THAT:

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 severely acknowledge and grand full discharge to the purchaser from payment thereof) the Vendors do hereby grant, convey, assign and transfer unto and in favour of purchaser the aforesaid land 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, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free form all encumbrances and the right, title and interest into and upon the property hereby transferred, expressed or intended so 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.

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AND the Vendors hereby covenanted with 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.

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.

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.

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

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.

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

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 = Mahismari, Pargana = Pathargata, P.S. Matigara in the district of Darjeeling.

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#### SCHEDULE "B"

### (LAND SOLD BY SRI BHAWANI SHANKAR ADHIKARI)

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

#### SCHEDULE "C"

#### (LAND SOLD BY SRI HARI PRASAD ADHIKARI)

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

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

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

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

BY THE NORTH: SOLD LAND OF MOTI LAL ADHIKARI

AND LAND OF GOBARDHAN MUNDA &

GULMA TEA ESTATE,

BY THE SOUTH : LAND OF SOMRA NAGESHIA,,

BY THE EAST : LAND OF P.K. ADHIKARI, B.S.

ADHIKARI & HARI ADHIKARI,

BY THE WEST : LAND OF GULMA TEA ESTATE,

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

WITNESSESS: -

S/o Blin Praed Shang

Champalai.

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

2. Ganga Roun Shawa, SIO Cate Dam Pd, Ship Leuria Comar Allibary

Pradlem Hagar Silighi

Bhawahi Shawran Ashinani

Havi Brassol Adtaliain.

Arigek Sharma

VENDORS

Drafted by me and printed at My office.

> Rajesh Kumar Agarwal Advocate / Siliguri Reg. No.WB/73 /97

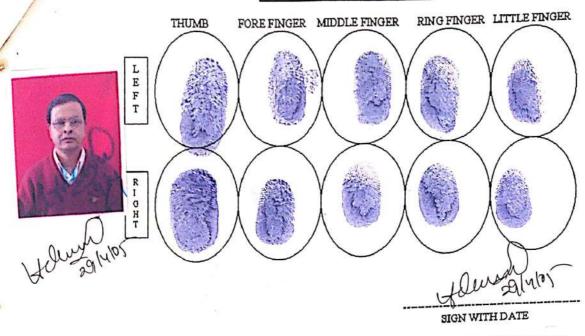
#### MEMO OF RECEIPT

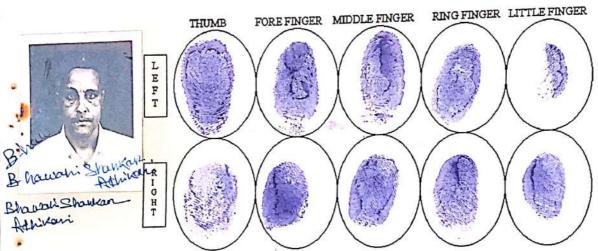
Rs.20,00,000/-

RECEIVED of and from the within named PURCHASER Rs. 20,00, 000/- (twenty Lakhs) only by within named VENDORS the within sum of Rs. 20,00, 000/- (twenty Lakhs) only paid by the PURCHASER to the VENDORS by cash in respect of the property conveyed herein.

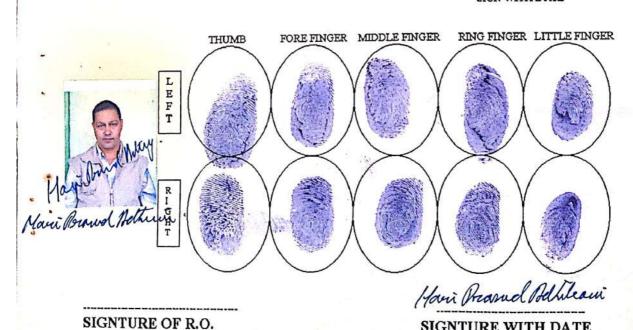
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## EXECUTANT SHEET

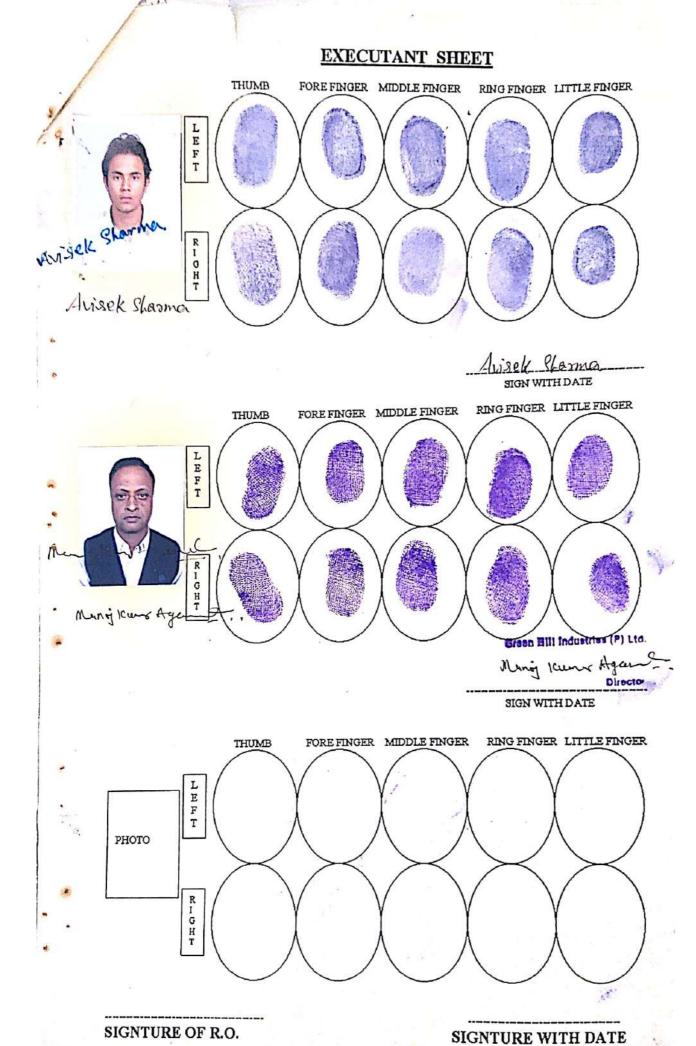




Bhawani Shankan Afrikani SIGN WITH DATE



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