

5980 5283

100 Rs.



admissible under rule 21
 also under Section... of the
 W. B. L. R. Act, 1955/N. A. T. Act, 1944
 duly Stamped (or exempt from or does not
 not... Stamp duty)
 under the Indian Stamp Act, 1899,
 Bengal Stamp Amendment Act, 1978
 Schedule 1 A No.
 Fee Paid

एक सौ रुपया

A 121-50
 NE 50
 124.00

Sub-Registrar
 DEED OF SALE

7/5/74

P. 15-4/74

- agricultural
 & 6.82 acres
 cost 20,000/00
 Siliguri
 co-sharer in the
 ye land



(contd...to 2)

No 287 & 2-11-73

Sold to Prokash Sasthary & Chemical Co. Private Ltd Siliguri, N of Stamp with Rs 7.00 as adhesion fee.

100 x 7 = 700.00
20 x 1 = 20.00

720.00



Presented for Registration on the 2nd day of June 1974 at the Siliguri Sub-Registry Office By Prokash Sasthary Consultant/Claimant for...

স্বাক্ষরিত

[Signature]
- Registrar
2/6/74

5833

স্বাক্ষরিত

Prokash Sasthary
Son Prokash Sasthary
Wife [Name]
of [Address]
Thana Siliguri/Phase...
Kheriber/Naxelber
District Darjeeling.
By Case...
Profession...

Prokash Chandra Saha
51/1, 1st Floor, Chandra Saha
Siliguri

[Name]
Son [Name]
Wife [Name]
of [Address]
Thana Siliguri/Phase...
Kheriber/Naxelber
District Darjeeling
By Case...
Profession...



- 1 2 1 -

1000 Rupees

THIS DEED OF SALE IS MADE
THIS THE 7TH DAY OF APRIL
1974

(contd...to 3)

No 287 of 2-11-73

Sold to. Prakash Distillery & Chemical Corp.
and 21 S.E. Gm. N of stamp with Rs 700.
as per details below.

100 x 7 = Rs 700.00

20 x 1 = 20.00

Rs 720.00

11/2/73



11/2/73
11/2/73



- 3 -

प्राक्शेस्ट प्रोड

Between

PRAKESH DISTILLERY & CHEMICAL COMPANY PRIVATE LTD, a Private Limited Company under the Indian Companies Act, having its Registered office at Deshbendhupara, P.O. Siliguri, District Darjeeling hereinafter called the PURCHASER (which expression/ term shall mean and include, unless excluded by or repugnant to the context its successors, representatives, administrators and assigns) of the ONE PART.

(contd...to 4)



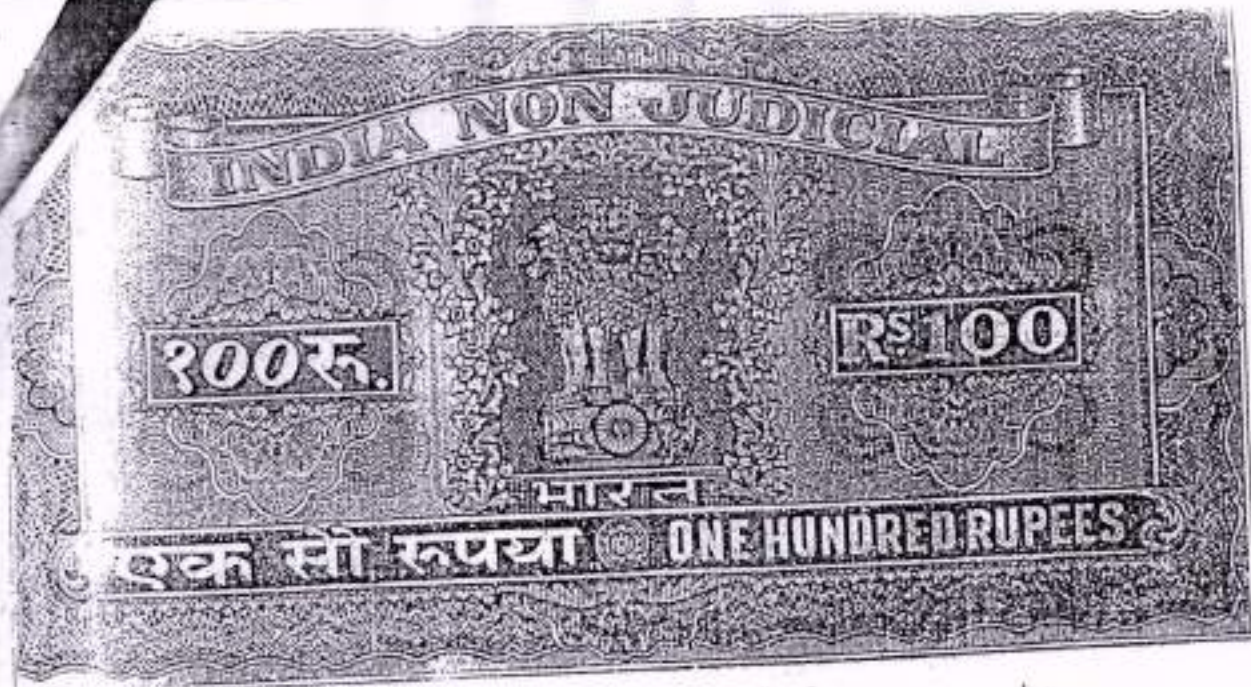
- 4 -

श्रीमती कनकलाल साहू

A n d

Shrimati Kanakbala Saha, wife of Sri Prakash Chandra Saha,
 Hindu by religion, housewife by occupation, resident of
 Deshbandhupara in the town of Siliguri, Post office and
 Police Station Siliguri, Sub-division and Sub-registry office
 Siliguri, District Darjeeling hereinafter called the VENDOR
 (which expression shall mean and include unless excluded
 by or repugnant to the context- her heirs, accessors,
 representatives, administrators and assigns) of the OTHER PART.

(contd., to 5)

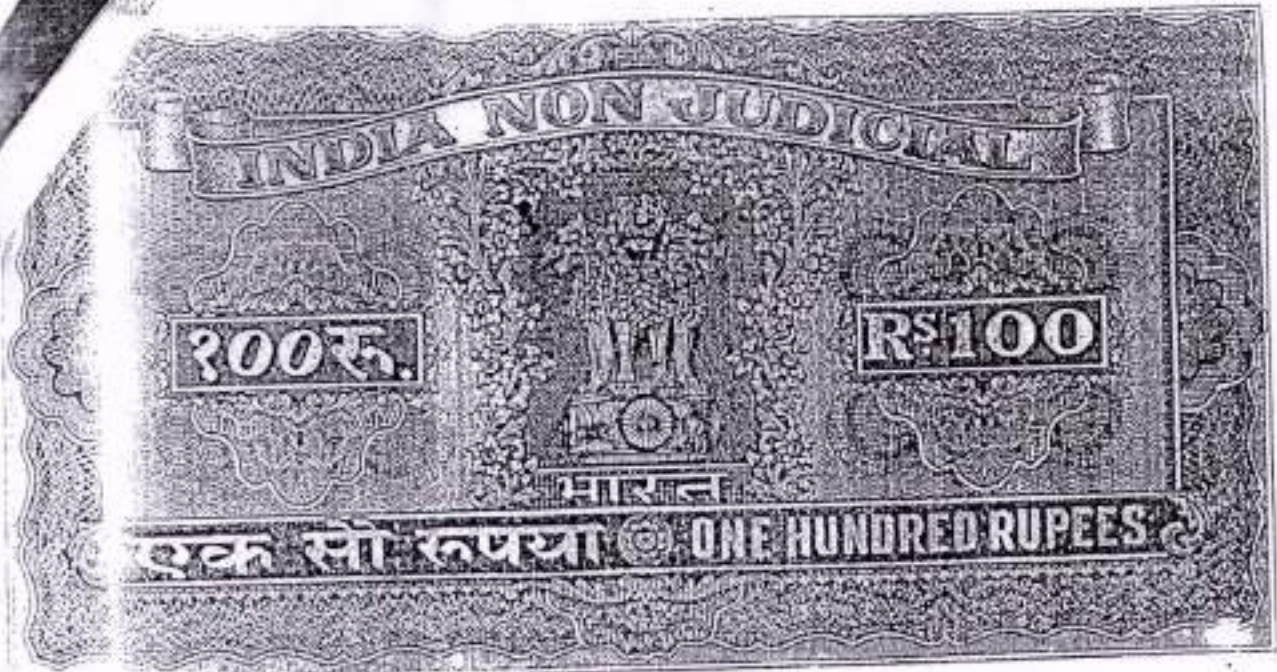


-: 5 :-

Handwritten text, possibly a signature or date, written vertically.

WHEREAS the vendor is the sole and exclusive owner in sixteen annas share of all that piece or parcel of the land measuring 6'82 six acre eighty two decimals of Plot No. 312 three hundred twelve, recorded in Khatian No. $\frac{6}{1}$ six by one of mouza Baroghoria, J.L.No. 104, within the jurisdiction of Police Station, Sub-division and Sub-registry office Siliguri, Dist. Darjeeling - more fully described in the schedule below, having permanent, heritable and transferrable interest therein, held under the State of West Bengal.

(contd...to 6)



- 6 -

Signature

A n d

Whereas the vendor has been enjoying and possessing the said below-scheduled land in her actual physical possession & paying rents etc to the Govt. of West Bengal since after mutation of her name in the Junior Land Reforms Office, Siliguri, vide Mutation Case No. 190/72-73.

(contd.. to 7)



- 17 -

१०० रु. का
 नॉन-जुडिशियल
 स्टैम्प

A n d

WHEREAS the vendor has constructed brick-boundary-walls around the said below-scheduled land and the said below-scheduled land is now being used as an non-agricultural land and the said land is free of all encumbrances and charges whatsoever,

A n d

WHEREAS the vendor, being in need of fund for investment in other lucrative purposes and for acquiring more profitable properties, has offered for sale the said below-scheduled land together with its brick-built boundary walls & other appurtenances (these are hereinafter termed & expressed as " below-scheduled property"), free of all encumbrances & charges,

(contd., to 8)



- 1 8 1 -

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A n d

WHEREAS the purchaser - PRAKASH DISTILLERY & CHEMICAL COMPANY PRIVATE LTD. for its business purposes and for constructing factory, laboratory, office etc, has expressed its desire to purchase the said below-scheduled property as per resolution dated 15.5.1974 of the Board of Directors and has offered a price of the sum of Rs. 20,000/- Rupees Twenty thousand only, for the said below-scheduled property, free of all encumbrances and charges.

(contd...to 9)

(contd. to 10)

at law and equity of the vendor into and upon the said above
 PROPERTY, POSSESSION, BENEFIT, CLAIM AND DEMAND whatsoever both
 ALL THAT ESTATE, RIGHT, DEED, INTEREST, USE, INHERITANCE, TRUST,
 therein or reputed to belong or be appointed thereto and
 below-scheduled property or usually held, occupied or enjoyed
 whatsoever belonging to or in any way appertaining to the said
 liberty, easements, privileges, appurtenances and appurtenances
 property together with all areas, compound, fence, right,
 convey, transfer into the purchaser the said below-scheduled
 vendor doth by these presents absolutely demise, grant, sell,
 doth acquit, discharge, release the purchaser forever - the
 edit and acknowledge and from every part thereof the vendor
 vendor this day (the receipt whereof the vendor doth hereby
 and below-scheduled property - paid by the purchaser to the
 of the sum of Rs. 20,000/- Rupees twenty thousand only for the
 the aforesaid offer, acceptance, agreement and in consideration
 NOW THIS INSTRUMENT WITNESSETH that in pursuance of

from all encumbrances and charges,
 of the sum of Rs. 20,000/- Rupees twenty thousand only, free
 below-scheduled property to the purchaser at or for the price
 fair, reasonable and highest has agreed to sell the said
 by the purchaser for the said below-scheduled property as
 whereas the vendor could certify the price so offered

10/11/1954
 10/11/1954

and

1

TO HAVE AND TO HOLD

below scheduled property or any part thereof together with all deeds, patents, muniments, rights and evidences of title which in anywise relate to the said below-scheduled property or any part thereof and which now and/or hereafter shall or may be in the possession, power or control of the vendor or any other person or persons from whom she may procure the same without any action or suit TO HAVE AND TO HOLD the said below-scheduled property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto or to the use of the purchaser absolutely and for ever and the vendor doth hereby covenant with the purchaser that notwithstanding any act, deed or thing whatsoever by the vendor or his predecessor-in-title done or executed or knowingly suffered to the contrary the vendor is now lawfully, rightfully and absolutely seized and possessed of all and otherwise well and sufficiently entitled to the said below-scheduled property hereby sold, granted, conveyed and transferred or expressed or intended so to be and every part thereof for perfect and indefeasible estate of inheritance without any encumbrance, charge, condition, use or any other thing whatsoever to defect, alter, encumber or make void the same.

AND THAT notwithstanding any such act, deed or thing whatsoever as aforesaid, the vendor hath now good right, full power and absolute authority to grant, sell, convey & transfer the said below-scheduled property free from all encumbrances, charges and equities unto and to the use of the purchaser who shall and may at all times hereafter

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1001/1001/1001

peacefully & quietly possess and enjoy the said below-scheduled property and all benefits and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the vendor or any other person or persons lawfully or equitably claiming from, under or in trust for her and free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estate, encumbrances, charges and equities whatsoever made, created or suffered by the vendor or by any of her predecessor-in-title AND FURTHER that the vendor and all person or persons having or lawfully or equitably claiming any estate or interest whatsoever for the said below-scheduled properties or any part thereof from, under or in trust of the vendor shall and will from time to time and at all times hereafter at the request and costs of the purchaser do, execute or cause to be done or executed such acts, deeds and things whatsoever for further, better and more perfectly assuring the said below-scheduled property and every part thereof unto and to the use of the purchaser in the manner as aforesaid as shall or may reasonably be required.

BE IT STATED that the vendor has not contracted for sale or for any kind of transfer with any other party or person with respect to the property hereby conveyed and that the said below-scheduled property is free from any mortgage, attachment or any kind of charge or encumbrance whatsoever at the date of these presents. In the event of discovery of

(contd., to 12)

(cont'd. to 12)

and the fifty two sections of plot No. 312 three hundred
and thirty two sections of land measuring 6.82 six

SCHEDULE OF THE PROPERTY
HEREIN TO BE

IT IS FURTHER COVENANTED with the purchaser that if
any bonafide mistake is detected in these premises, then
the vendor shall rectify the same by executing proper deed
or document in favour of the purchaser at the request and
cost of the purchaser.

IT IS FURTHER COVENANTED with the purchaser that if
for any defect of title of the vendor in the said below-
scheduled property or for any act done or suffered to be
done by the vendor, the purchaser is deprived of ownership
of the said below-scheduled property or any part thereof
or of possession, the vendor shall be liable to return the
consideration money in full or proportionate part thereof
as the case may be together with an interest at the rate
of 12% per annum and also to pay adequate compensation
from the date of such deprivation of ownership or of possession
and shall also be liable to pay adequate compensation
for any other loss or injury which the purchaser may sustain
in future.

IT IS FURTHER COVENANTED with the purchaser that if
the purchaser may suffer in consequence thereof,
to be dealt with according to law and shall also be liable
any such act, deed or thing - the vendor shall be liable
to pay adequate compensation for any loss or injury which

Handwritten note:
The vendor shall be liable

twelve (sixteen shares of the plot), recorded in

Khatian No. 6¹ six by one of Muzam Bakhshia, J.L.No. 104
one hundred four, within the jurisdiction of Police Station,
Sub-division and Sub-Registry Office Sultanpur, Paragana-
Patarghata, Thana No. 91 ninety one in the district of
Dumraing.

The recorded rent as per Khatian for entire Khatian
is - Rs. 23-3 pice or Rs. 23/08 paise, present proportionate
rent realized by the Govt. for the land hereby demised is -
Rs. 26/00 plus cess and Education cess.

The said land measuring 6.82 six acre and 89 by two
decimals together with brick-built boundary walls around
the said land and all other appurtenances therewith - are
herby sold.

IN WITNESS WHEREOF the Vendor set and subscribed
her hand on these presents, on the day, month
and year first above written.

Witnesses:

1. Srivastava D. B.
Sikhar

Typed by me

Srinivasa D.
Sylhet, Assam.

2. Prasad Chandra
Sikhar

3.

4.

