

**REPORT OF THE JOINT COMMITTEE  
BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE, BHOPAL**

In the Matter of

**'Tribunal on its own motion Suo Moto based on: News Item  
titled " जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आर. आई. - पटवारी  
" appearing in Kelo Pravah dated 24.09.2024'**

**Original Application No.234/2024 (CZ)**



Date of Site Inspection: 23<sup>th</sup> November, 2024  
Location: District Raigarh, Chhattisgarh

*Asaka*

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## 1. Background:

The Hon'ble NGT, Principal Bench, New Delhi took suo-motu cognizance of the present case based on the newspaper clip titled "जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आर. आई. - पटवारी" appearing in Kelo Pravah dated 24.09.2024 and registered in the Hon'ble NGT (CZ), Bhopal as O.A. No.234 of 2024.

In the above matter, Hon'ble NGT, Central Bench, Bhopal vide its Order dated 22.10.2024 constituted a Joint Committee comprising of (i) One Representative from the Collectorate Raigarh Chhattisgarh (ii) One Representative of Chhattisgarh Environment Conservation Board and directed the said Committee to submit factual and action taken reports within Six weeks. On dated 20.12.2024 CECB has submitted that the matter of demarcation is with the Revenue Officers and sought a 15 days time to submit the report.

## 2. Constitution of Joint Committee:

In compliance with the Order dated 22.10.2024 of Hon'ble NGT, Bhopal and based on the nominations received from the organizations concerned, a Joint Committee has been constituted, comprising the following members:

- (i). Sh. Pravin Tiwari, Sub Divisional Magistrate, Raigarh.
- (ii). Sh. Ankur Sahu, Regional Officer, CECB Raigarh.

The Committee constitution nomination letter are enclosed as **Annexure-01**.

## 3. Terms of reference (ToR) to the Joint Committee:

The Terms of Reference (ToR) to the Joint Committee referred therein the Order dated 22.10.2024 of Hon'ble NGT in the above matter inter-alia include the following:

Committee shall visit the Jute Mill Labour Colony and Pond Area, District Raigarh ascertain the claim of article that alleged the pond area is being filled by the sand and soil with the intention to encroachment the land and to damage the pond area.

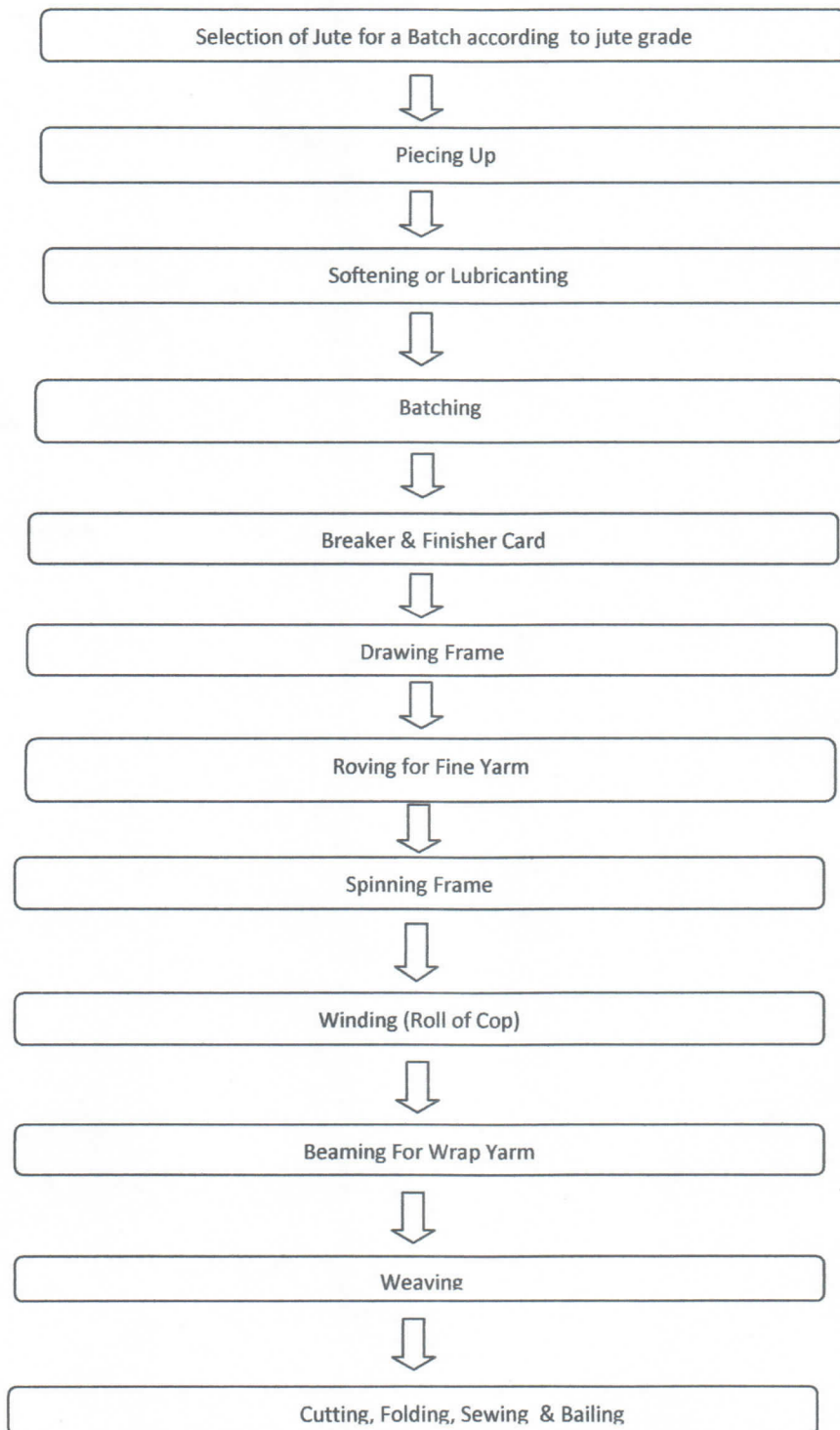
## 4. Inspection of the Joint Committee:

Jute Mill, surrounding areas and said pond were inspected by the Joint Committee on 23.11.2024. Director of Jute Mill, Mr. Aditya Sharma was present at the time of inspection. Panchnama is enclosed as **Annexure - 02**

## 5. About Mohan Jute mill:

Mohan jute mill was one of the oldest jute Mill of the India, which is established in 1935 in raigarh. It was the only jute Mill of the state Chhattisgarh and undivided Madhya Pradesh. In 1980 Mohan jute Mill merged with Bharat woollen mill, Calcutta and renamed and registered as raigarh jute mill and textile mills limited. Industry was spread in 38 acres. Production work in Jute Mill has been stopped from 28.06.2010. Presently, the demolition and shifting of Jute Mill machineries has been completed.

## 6. Process Flow Chart of Jute Processing :



## 7. Observation of the Joint Committee on the ToR to the Committee:

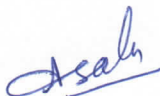
The officials of Joint Committee inspected the Mohan Jute Mill and surrounding areas :-

1. During inspection, the jute mill was found to be closed and the demolition and shifting of Jute Mill machineries is going on. The colony house and storage shed were found damaged few families are staying in the colony area.
2. The said pond in the article was found in dry condition and about 08 to 10 feet in depth. As per the information provided by the Jute Mill representative the pond was constructed for storage of hot water generating from the beaming for wrap yarm in the process of jute manufacturing.
3. As per the investigation report of Sub Divisional Officer (Revenue) Raigarh dated 22.01.2025, in the revenue records, total 49 khasra, total area of 13.234 hectares of land was registered in the name of Jute Mill Limited and 11 khasra, total area of 4.676 hectares of land was found in the name of Mohan Jute Mill Limited. In the current records, no government or private pond was found to be registered in the current map. A pit was found on the total area of land of land owner Jute Mill Limited which is 1.317 hectares, the depth of which is about 05 to 06 feet and the work of leveling and filling of soil has been found to be done in part area (15.30 meter x 132 meter) area of 0.202 hectare land which is registered in the name of Jute Mill Limited, Raigarh by the land owner Jute Mill Limited. Copy is enclosed as per **Annexure – 03**

## 8. Conclusion:

As per the submission of Jute Mill and the demarcation report the committee is of the view that the pond is not a public pond and no encroachment is done of government land. Thus, the claim titled in the news papers is misleading without any facts. Therefore no further action is needed in this matter.

In view of the above, the committee submits the report for further necessary order.



**Ankur Sahu**  
Regional Officer,CECB,  
Regional Office, Raigarh



**Pravin Tiwari**  
Sub Divisional Magistrate, Raigarh

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## Photographs of the Committee visit



छत्तीसगढ़ पर्यावरण संरक्षण मंडल  
पर्यावास भवन, नार्थ ब्लॉक, सेक्टर - 19, नवा रायपुर अटल नगर (छ.ग.)

Email add- [hocecb@gmail.com](mailto:hocecb@gmail.com)

क्रमांक 6856 /विधि/छ.ग.प.सं.मं./2024


अटल नगर दिनांक 30/10/2024

—:: कार्यालय आदेश ::—

माननीय नेशनल ग्रीन ट्रिब्यूनल, सेंट्रल जोनल बेंच, भोपाल में विचाराधीन प्रकरण OA 234/2024 NEWS ITEM TITLED AS "जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आर.आई. - पटवारी" APPEARING IN THE KELO PRAVAH NEWSPAPER DATED 24<sup>TH</sup> SEPTEMBER 2024 में पारित आदेश दिनांक 22.10.2024 अनुसार प्रकरण में माननीय नेशनल ग्रीन ट्रिब्यूनल द्वारा निम्नानुसार संयुक्त समिति का गठन किया गया है :-

1. कलेक्टर, जिला-रायगढ़ (छ.ग.) के एक प्रतिनिधि
2. छत्तीसगढ़ पर्यावरण संरक्षण मण्डल के एक प्रतिनिधि


प्रकरण लेबर कॉलोनी, रायगढ़ में जूलमिल के समीप लगे तालाब में अतिक्रमण के संबंध में है। उपरोक्त आदेश के पैरा '7' "The Committee is directed to visit the site and submit the factual and action taken report within six weeks. The CECB will be the nodal agency for coordination and logistic support." आदेशानुसार उपरोक्त संयुक्त समिति द्वारा Factual & Action Taken Report तैयार कर 06 सप्ताह के भीतर माननीय नेशनल ग्रीन ट्रिब्यूनल के समक्ष प्रस्तुत करना है। उक्त प्रकरण में राज्य प्रदूषण नियंत्रण बोर्ड नोडल एजेंसी है। उपरोक्त कार्य हेतु छ.ग. पर्यावरण संरक्षण मण्डल की ओर से श्री अंकुर साह, क्षेत्रीय अधिकारी, रायगढ़ (मो.नं. 9685095091 ई-मेल [roraiagarh.cecb@gmail.com](mailto:roraiagarh.cecb@gmail.com)) को प्रतिनिधि नामित किया जाता है। आप संयुक्त समिति के अन्य प्रतिनिधियों से समन्वय कर निर्धारित समयावधि के भीतर माननीय नेशनल ग्रीन ट्रिब्यूनल को ई-मेल [ngtczbbho-mp@gov.in](mailto:ngtczbbho-mp@gov.in) में searchable PDF/OCR में जवाब भेजना सुनिश्चित करें एवं प्रतिलिपि मण्डल मुख्यालय को भी प्रेषित करें।

  
P.S. सदस्य सचिव  
छत्तीसगढ़ पर्यावरण संरक्षण मंडल,  
नवा रायपुर, अटल नगर (छ.ग.)

क्रमांक /विधि/छ.ग.प.सं.मं./2024  
प्रतिलिपि :-

अटल नगर दिनांक / /2024

1. रजिस्ट्रार, माननीय नेशनल ग्रीन ट्रिब्यूनल, सेंट्रल जोनल बेंच, स्टेट कमीशन भवन, तृतीय तल, अरेरा हिल्स, भोपाल 462011 (म.प्र.) 0755-2575680 की ओर कृपया सूचनार्थ प्रेषित।
2. कलेक्टर, जिला-रायगढ़ (छ.ग.) की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

  
सदस्य सचिव  
छत्तीसगढ़ पर्यावरण संरक्षण मंडल,  
नवा रायपुर, अटल नगर (छ.ग.)

कार्यालय कलेक्टर एवं जिला दण्डाधिकारी,  
जिला-रायगढ़ (छ.ग.)

जावक क्र. 1724 /क्ष. का./प.सं.मं./2024

रायगढ़, दिनांक 05/11/24

—::कार्यालय आदेश::—

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माननीय नेशनल ग्रीन ट्रिब्यूनल प्रिंसिपल बेंच ओ.ए. क्रमांक 234/2024 (सी.जेड.) केलो प्रवाह में प्रकाशित खबर दिनांक 24/09/2024 "जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आरआई-पटवारी" में गठित संयुक्त समिति में निरीक्षण कर प्रतिवेदन 06 सप्ताह के भीतर प्रस्तुत करने के लिये निम्नानुसार संयुक्त समिति का गठन किया गया है :-

1. कलेक्टर, जिला-रायगढ़ के प्रतिनिधि
2. सदस्य सचिव, छत्तीसगढ़ पर्यावरण संरक्षण मंडल के प्रतिनिधि

उपरोक्तानुसार संयुक्त समिति में कार्यालय कलेक्टर जिला-रायगढ़ के प्रतिनिधि के रूप में श्री प्रवीण तिवारी, अनुविभागीय अधिकारी (रा.) अनुभाग रायगढ़, जिला-रायगढ़ को नामित किया जाता है।  
(कलेक्टर महोदय द्वारा अनुमोदित)



अपर कलेक्टर एवं अतिरिक्त जिला दण्डाधिकारी  
जिला-रायगढ़  
रायगढ़, दिनांक 05/11/24

पृ. क्र. 1725 /क्ष. का./प.सं.मं./2024

प्रतिलिपि :-

1. सदस्य सचिव, छत्तीसगढ़ पर्यावरण संरक्षण मंडल, नवा रायपुर अटल नगर, रायपुर (छ.ग.) की ओर कृपया सूचनार्थ प्रेषित।
2. श्री प्रवीण तिवारी, अनुविभागीय अधिकारी (रा.) अनुभाग रायगढ़, जिला-रायगढ़ को सूचनार्थ एवं पालनार्थ प्रेषित।



अपर कलेक्टर एवं अतिरिक्त जिला दण्डाधिकारी  
जिला-रायगढ़

आज दिनांक 23-11-2024 को ग्राम - बांजीनपाली प.ड.नं.29 रा.नि.म.. बेलादुला तहसील व जिला - रायगढ़ में नेशनल ग्रिन ट्रिब्यूनल सेटल जोनल बेंच शोपाल के Original Application No. 234/2024 (CZ) के परिपालन में कलेक्टर जिला रायगढ़ की ओर से प्रतिनिधि अन्विविभागीय अधिकारी (रा.) रायगढ़ व सदस्य सचिव छत्तीसगढ़ पर्यावरण संरक्षण मंडल के प्रतिनिधि क्षेत्रीय अधिकारी छत्तीसगढ़ पर्यावरण संरक्षण मंडल रायगढ़ मौके पर उपस्थित होकर प्रकृति खबर फूटमिल के पीछे तालाब को पारने के संबंध में स्थल निरीक्षण कर जांच किया।

Deelak  
Deelak Agrawal.  
(Authorized Signatory)  
for Raigam Properties  
Pvt Ltd.

Jayant  
जयंत धामनेर  
AO & CEO Raigam  
RO CECB  
Raigam.

Jyoti  
23/11/2024

[Signature]  
23/11/24  
S.D.O.(R)  
Raigam

Amita Sharma  
Director  
Mohan Jute Milk Ltd.

[Signature]  
लक्ष्मी लाल (पंचनामा)  
Bal  
र.प.  
सचिव (पंचनामा)

## कार्यालय अनुविभागीय अधिकारी (राजस्व) रायगढ़ (छत्तीसगढ़)

क्रमांक / 125 / अ.वि.अ. / 2025  
प्रति,

रायगढ़, दिनांक 22/01/2025

कलेक्टर एवं जिला एवं दण्डाधिकारी  
रायगढ़

विषय :- जांच प्रतिवेदन प्रस्तुत करने बाबत


संदर्भ :- कार्यालयीन पत्र क्रमांक 1724/क्षे.का./प.सं.मं./2024 रायगढ़ दिनांक  
05.11.2024

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उपरोक्त विषयांतर्गत संदर्भित पत्र का अवलोकन करने का कष्ट करेंगे। जिसके द्वारा माननीय नेशनल ग्रीन ट्रिब्यूनल प्रिंसिपल बैंच ओ.ए. क्रमांक 234/2024 (सी.जेड.) केलो प्रवाह में प्रकाशित खबर दिनांक 24/09/2024 "जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आरआई-पटवारी" में गठित संयुक्त समिति में निरीक्षण कर प्रतिवेदन प्रस्तुत करने के लिए संयुक्त समिति का गठन किया गया है। उक्त पत्र में गठित संयुक्त समिति के साथ निरीक्षण कर प्रतिवेदन यथाशीघ्र प्रस्तुत करने के निर्देश प्राप्त हुआ था, जिसे जांच हेतु तहसीलदार रायगढ़ को भेजा गया।

उपरोक्त संबंध में तहसीलदार रायगढ़ द्वारा संयुक्त राजस्व निरीक्षक एवं हल्का पटवारी संयुक्त दल का गठन किया गया। संयुक्त गठित दल द्वारा अपने जांच प्रतिवेदन में लेख किया गया है कि ग्राम बांजीपाली प.ह.नं. 29, रा.नि.मं. बेलादुला तहसील व जिला रायगढ़ के राजस्व अभिलेख जूट मिल लिमिटेड के नाम पर कुल खसरा नम्बर 49 कुल रकबा 13.234 हे. एवं मोहन जूट मिल लिमिटेड के नाम पर कुल खसरा नम्बर 11 कुल रकबा 4.676 हे. भूमि दर्ज होना पाया गया। वर्तमान अभिलेख में, चालू नक्शा में शासकीय अथवा निजी तालाब दर्ज नहीं होना पाया गया।

मोहन जूट मिल लिमिटेड की भूमि नक्शा शीट में पिंक कलर से हाईलाईट किया गया है एवं जूट मिल लिमिटेड की भूमि को नक्शा शीट में ऑरेंज कलर से हाईलाईट किया गया है। भूमि स्वामी जूट मिल लिमिटेड की भूमि खसरा 270/2 में से रकबा 0.121 हे., 269/1 में से रकबा 0.061 हे. से रकबा 0.061 हे., खसरा नम्बर 30 में से रकबा 0.008 हे., खसरा नम्बर 31 में से 0.311 हे., खसरा नम्बर 104/1 में से 0.113 हे., खसरा नम्बर 35/1 में से रकबा 0.380 हे., खसरा नम्बर 271 में से रकबा 0.323 हे. कुल रकबा 1.317 हे. पर गढ़ा होना पाया गया जिसे नक्शा शीट में ब्लू कलर से हाईलाईट किया गया है जिसकी गहराई लगभग 05 से 06 फीट है। जिसमें से खसरा नम्बर 33/1 व 33/2 जो अभिलेख में जूटमिल लिमिटेड रायगढ़ के नाम पर दर्ज है के अंश रकबा (15.30 मीटर X 132 मीटर) रकबा 0.202 हे.

  
अनुविभागीय अधिकारी (रा.)  
रायगढ़ (छ.ग.)




भूमि को समतलीकरण मिट्टी पाटने का काम भूमि स्वामी जूट मिल लिमिटेड द्वारा करना पाया गया है, जो कि नक्शा शीट में यलो कलर से हाईलाईट किया गया है।

जूटमिल लिमिटेड रायगढ़ एवं मोहन जूट मिल लिमिटेड रायगढ़ का प्रस्तुत ले-आउट की छायाप्रति अनुसार शिकायतकर्ताओं द्वारा कथित जूटमिल पीछे का तालाब, जिसे मौके पर पाटा गया है, वह भूमि जूट मिल लिमिटेड के प्रोजेक्ट के ले-आउट नक्शा के अनुसार जूटमिल लिमिटेड रायगढ़ का हॉटपिट है जो कि जूटमिल लिमिटेड रायगढ़ की निजी भूमि होना पाया गया।

अतः तहसीलदार रायगढ़ द्वारा गठित संयुक्त दल प्रस्तुत जांच प्रतिवेदन मय पंचनामा की मूल प्रति, प्रस्तुत विक्रय विलेख पत्र की

छायाप्रति ले-आउट नक्शा की छायाप्रति, नक्शा शीट की छायाप्रति एवं खसरा बी-1 की नकल संलग्न कर उचित कार्यवाही आपकी ओर सादर सम्प्रेषित है।

संलग्न :- उपरोक्तानुसार

  
अनुविभागीय अधिकारी (रा.)  
रायगढ़ (छ.ग.)  
रायगढ़ (छ.ग.)



## कार्यालय तहसीलदार रायगढ़, जिला रायगढ़ (छत्तीसगढ़)

क्रमांक 223/तह./2024

रायगढ़ दिनांक 21.01.2025

प्रति,

अनुविभागीय अधिकारी (रा.) रायगढ़ महोदय,  
जिला रायगढ़ (छ.ग.)

विषय:- जांच प्रतिवेदन प्रस्तुत किये जाने के संबंध में।

संदर्भ:- आपका पत्र क्रमांक 2439/अ.वि.अ/2025, रायगढ़ दिनांक 26/12/2024

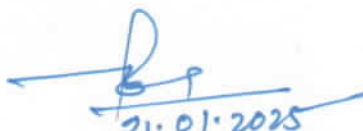
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विषयांतर्गत संदर्भित पत्र में माननीय नेशनल ग्रीन ट्रिब्यूनल प्रिंसिपल बेंच ओ.ए. क्रमांक 234/2024 (सी.जेड.) केलो प्रवाह में प्रकाशित खबर दिनांक 24.09.2024 "जूट मिल के पिछे तालाब को पाटा" के संबंध में जांच प्रतिवेदन प्रस्तुत किये जाने हेतु इस कार्यालय को प्राप्त हुआ है।

उपरोक्त संबंध में राजस्व निरीक्षक एवं हल्का पटवारी का संयुक्त दल गठित किया गया। संयुक्त गठित दल द्वारा अपने जांच प्रतिवेदन में लेख किया है कि ग्राम बांजीपाली प.ह.न. 29, रा.नि.मं. बेलादुला तहसील व जिला रायगढ़ के राजस्व अभिलेख के अनुसार जूट मिल लिमिटेड के नाम पर कुल खसरा नम्बर 49 कुल रकबा 13.234 हे. एवं मोहन जूट मिल लिमिटेड के नाम पर कुल खसरा नम्बर 11 कुल रकबा 4.676 हे. भूमि दर्ज होना पाया गया। वर्तमान अभिलेख में, चालू नक्शा में शासकीय अथवा निजी तालाब दर्ज नहीं होना पाया गया।


मोहन जूट मिल लिमिटेड की भूमि नक्शा शीट में पिंक कलर से हाईलाईट किया गया है एवं जूट मिल लिमिटेड की भूमि को नक्शा शीट में ऑरेंज कलर से हाईलाईट किया गया है भूमि स्वामी जूट मिल लिमिटेड की भूमि खसरा नम्बर 270/2 में से रकबा 0.121 हे., 269/1 में से रकबा 0.061 हे., ख.न. 30 में से रकबा 0.008 हे., ख.न. 31 में से 0.311 हे., ख.न. 104/1 में से 0.113 हे., ख.न. 35/1 में से रकबा 0.380 हे., ख.न. 271 में से रकबा 0.323 हे. कुल रकबा 1.317 हे. पर गढ़ना होना पाया गया जिसे नक्शा शीट में ब्लू कलर से हाईलाईट किया गया है जिसकी गहराई लगभग 05 से 06 फीट है। जिसमें से खसरा नम्बर 33/1 व 33/2 जो अभिलेख में जुटमिल लिमिटेड रायगढ़ के नाम पर दर्ज है के अंश रकबा (15.30 मीटर X 132 मीटर) रकबा 0.202 हे. भूमि को समतलीकरण मिट्टी पाटने का काम भूमि स्वामी जूट मिल लिमिटेड द्वारा करना पाया गया है। जो कि नक्शा शीट में येलो कलर से हाईलाईट किया गया है।

जूटमिल लिमिटेड रायगढ़ एवं मोहन जूट मिल लिमिटेड रायगढ़ का प्रस्तुत ले-आउट की छायाप्रति अनुसार शिकायतकर्ताओं द्वारा कथित जुटमिल पिछे का तालाब, जिसे मौके पर पाटा

  
21.01.2025  
तहसीलदार  
रायगढ़ (छ.ग.)

गया है, वह भूमि जूट मिल लिमिटेड के प्रोजेक्ट के ले-आउट नक्शा के अनुसार जूटमिल लिमिटेड रायगढ़ का हॉटपिट है जो कि जूट मिल लिमिटेड रायगढ़ की निजी भूमि होना पाया गया।

अतः गठित संयुक्त दल द्वारा प्रस्तुत जांच प्रतिवेदन मय पंचनामा की मूल प्रति, प्रस्तुत विक्रय विलेख पत्र की छायाप्रति, ले-आउट नक्शा की छायाप्रति, नक्शा शीट की छायाप्रति एवं खसरा बी-1 की नकल संलग्न कर उचित कार्यवाही हेतु आपकी ओर सादर संप्रेषित।

  
31.01.2025  
तहसीलदार  
रायगढ़ीलदार  
रायगढ़ (छ.म.)

प्रति,

श्रीमान तहसीलदार महोदय  
तहसील व जिला रायगढ़ (छ.ग.)

विषय : जांच प्रतिवेदन प्रस्तुत करने बाबत।

संदर्भ : कार्यालय तहसीलदार रायगढ़, जिला रायगढ़ (छ.ग.) पत्र क्रमांक 182/तह.

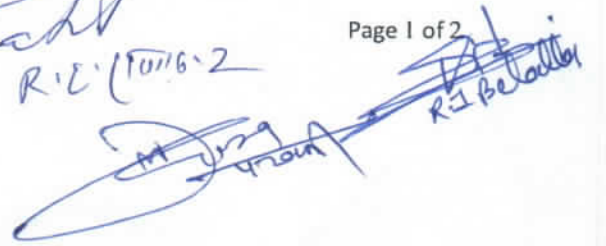
/वाचक/2025 रायगढ़ दिनांक 16.01.2025

महोदय,

विषयांतर्गत संदर्भित आदेशानुसार ग्राम बांजीपाली, प.ह.न. 29, रा.नि.म. बेलादुला, तहसील व जिला रायगढ़ छ.ग. में माननीय नेशनल ग्रीन ट्रिब्यूनल प्रिंसिपल बैंच ओ.ए. क्रमांक 234/2024 (सी.जेड.) केलो प्रवाह में प्रकाशित खबर दिनांक 24.09.2024 “जूट मिल के पिछे तालाब को पाटा” के संबंध में जांच प्रतिवेदन चाही गई है के परिपालन में तहसीलदार महोदय रायगढ़ के ज्ञापन दिनांक 16.01.2025 को गठित जांच दल द्वारा दिनांक 21.01.2025 को स्थल जांच मौका पर उपस्थित होकर मोहन जुटमिल लिमिटेड रायगढ़ एवं जुटमिल लिमिटेड रायगढ़ की ओर से दीपक अग्रवाल एवं शिकायतकर्ता की उपस्थिती में उल्लेखित जुटमिल पिछे तालाब भूमि का जांच वर्तमान राजस्व अभिलेख व दीपक अग्रवाल द्वारा मौका में प्रस्तुत जुटमिल लिमिटेड रायगढ़ एवं मोहन जुटमिल लिमिटेड रायगढ़ रजिस्ट्री बयनामा व ले-आउट की छायाप्रति से मिलान कर किया गया। वर्तमान अभिलेख व चालू नक्शा में शासकिय अथवा निजी तालाब दर्ज नहीं है। ग्राम बांजीपाली प.ह.न. 29, रा.नि.मं. बेलादुला तहसील व जिला रायगढ़ के राजस्व अभिलेख के अनुसार जूट मिल लिमिटेड के नाम पर कुल खसरा नम्बर 49 कुल रकबा 13.234 हे. एवं मोहन जूट मिल लिमिटेड के नाम पर कुल खसरा नम्बर 11 कुल रकबा 4.676 हे. भूमि दर्ज होना पाया गया।

  
R.I. Bafodak

  
R.I. Bafodak

  
R.I. Bafodak




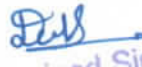
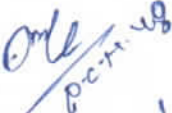
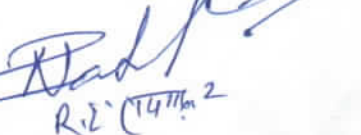
पंचनामा

आज दिनांक 21/01/2025 को ग्राम बांजीपाली प.ए.नं-29 शरणिगम - वेवाइवा तह व जिला शरणाद (छ.ग) में माननीय नेशनल ग्रीन ट्रिब्यूनल प्रिंसिपल बेंच को ए.क्रमांक 234/2024 (सी.जे.ए.) के लो जवाब में प्रकाशित समाचार दिनांक 24/09/2024 "जुटमील के पिंके ताबाब को पता, शिकायत के संबंध में कार्यालय तहसीलदार शरणाद जिला शरणाद (छ.ग) के जापन क्रमांक 182/तह/वाच/2025 शरणाद दिनांक 16.01.2025 के अनुसार जांच हेतु गठित दल द्वारा मौका स्थल पर उपस्थित होकर मोहन जुटमील लिमिटेड शरणाद एवं जुटमील लिमिटेड शरणाद की ओर से दीपक बगवाल की उपस्थिति में व शिकायतकारों के समक्ष अवैधित जुटमील पिंके ताबाब भूमि का जांच वर्तमान राजस्व डमिलेब व दीपक बगवाल द्वारा मौका में प्रस्तुत जुटमील लिमिटेड एवं मोहन जुटमील लिमिटेड का शिल्लकी कयनामा व ले आउट का कयाप्रति एवं मिलान कर किया गया वर्तमान में डमिलेब व चालु नम्बरा में शालणीय बगवा गिजी ताबाब दर्ज नहीं है मौका स्थल पर ख.न 270/2 में वें शकबा 0.121 है, ख.न 269/1 में वें शकबा 0.06 ख.न 30 में वें शकबा 0.008 है, ख.न 31 में वें शकबा 0.311 है, ख.न 104/1 में वें शकबा 0.113 है, ख.न 35/1 में वें शकबा 0.380 है, ख.न 291 में वें शकबा 0.3 है, कुल शकबा 1.317 है भूमि पर ताबाब नमा गढ़वा स्थित होना पाया गया। जो वर्तमान डमिलेब में डमिलेब ख.न की भूमि जुटमील लिमिटेड शरणाद के नाम से दर्ज होना पाया गया। जिले में ख.न 33/1 व ख.न 33/2 जो डमिलेब में जुटमील लिमिटेड शरणाद इसके नाम पर दर्ज है के अंश शकबा 15:30 मी \* 132 मी) शकबा 0.202 है में गढ़वा भूमि को मिट्टी पाटकर समतलीकरण करने का काम जुटमील लिमिटेड शरणाद द्वारा करना पाया गया। मौका स्थल पर दीपक बगवाल द्वारा प्रस्तुत जुटमील लिमिटेड शरणाद का ले आउट नम्बरा अनुसार कथित ताबाब झूमिलवासी जुटमील लिमिटेड शरणाद का हलपील दर्ज होना पाया गया।

पंचनामा मोक पर तैयार किया गया पढा पढकर सुनाया गया सभी पाठर हलवाकर किया गया।

- उपस्थित व्यक्तियों का हस्ताक्षर
- 1) Anshu Ashish Soni
  - 2) Sahu Bansi Ram Sahu
  - 3) Jai Ram Lal Sahu,
  - 4) श्री अरविप शर्मा
  - 5)

जोच दल सदस्य

  
 R.I. Boina  
 जुटमील लिमिटेड  
 शरणाद की ओर प्रमुख अधिकारी  
 For, Mohan Jute Mills  
  
 R.I. Boina  
 Authorised Signatory  
  
 R.I. Boina  
  
 R.I. Boina

# कार्यालय तहसीलदार रायगढ़, जिला रायगढ़ (छ.ग.)

क्रमांक 182/तह./वापक/2025

रायगढ़ दिनांक 16.01.2025

प्रति,

1. श्री नंदराम पटेल, राजस्व निरीक्षक, रायगढ़-2
2. श्रीमती ललिता सियार, राजस्व निरीक्षक बेलादुला
3. श्री अशोक साहू, राजस्व निरीक्षक बोईरदादर
4. श्री लक्ष्मण स्वर्णकार, ठल्का पटवारी, बांजीनपाली
5. श्री मनहरण देवांगन, पटवारी

विषय:-

विस्तृत जांच प्रतिवेदन सभ्य पंचनामा प्रस्तुत किये जाने बाबत।

संदर्भ:-

कार्यालय अनुविभागीय अधिकारी (रा.) रायगढ़ का पत्र क्रमांक 2439/अविआ/2025  
रायगढ़ दिनांक 26/12/2024


—00—

विषयांतर्गत संदर्भित पत्र में लेख है कि माननीय नेशनल ग्रीन ट्रिब्यूनल प्रिंसिपल बेंच ओ. ए. क्रमांक 234/2024 (सी.जेड.) केलो प्रयाह में प्रकाशित समाचार दिनांक 24/09/2024 "जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आर.आई.-पटवारी" में गठित संयुक्त समिति ने निरीक्षण कर प्रतिवेदन प्रस्तुत करने लिये संयुक्त समिति का गठन किया गया है। गठित संयुक्त समिति के साथ निरीक्षण कर प्रतिवेदन प्रस्तुत करने हेतु निर्देशित किया गया है। पत्र की प्रति संलग्न है।

अतः आपको आदेशित किया जाता है कि आप संबंध में स्थल निरीक्षण कर विस्तृत जांच प्रतिवेदन नय पंचनामा आगामी दिनांक 22-1-2025 के पूर्व इस कार्यालय के समक्ष अनिवार्यतः प्रस्तुत करना सुनिश्चित करें।

संलग्न:- उपरोक्तानुसार।



  
तहसीलदार  
रायगढ़ (छ.ग.)

Item No. 04

**BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE BENCH, BHOPAL  
(Through Video Conferencing)**

**Original Application No. 234/2024(CZ)**

News item titled as "जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आर. आई. - पटवारी"  
Appearing in the Kelo Pravah Newspaper  
Dated 24<sup>th</sup> September 2024.

Suo Moto....

Vs.

State of Chhattisgarh & Ors.

Respondent(s)

Date of Hearing: **22.10.2024**

**CORAM: HON'BLE MR. JUSTICE SHEO KUMAR SINGH, JUDICIAL MEMBER  
HON'BLE DR. A SENTHIL VEL, EXPERT MEMBER**

For Applicant (s): None.

For Respondent(s): None.

**ORDER**

1. The news item attached highlighted the encroachment of the water body/pond situated in the Jute Mill, Labour Colony, Raigarh, Chhattisgarh and it is alleged that the pond area is being filled by the sand and soil with the intention to encroach the land and to damage the pond area.
2. It is further submitted that the Khasra Numbers noted in the Revenue Courts and the pond which is actually situated and there are water at present are being encroached by the respondents and after filling the soil, it is being utilised for other purposes.
3. A substantial issue of environment has been raised.
4. We deem it just and proper to implead the following as a respondents :-

i. State of Chhattisgarh, through District Collector,  
Raigarh, Chhattisgarh.

- ii. District Magistrate/ Collector, Raigarh, Chhattisgarh.
  - iii. Chief Executive Officer, Jute Mill, Raigarh, Chhattisgarh.
  - iv. Member Secretary, Chhattisgarh Environment Conservation Board, Chhattisgarh.
5. The Registry is directed to issue notice to the respondents returnable within four weeks. Respondents are directed to submit their reply within six weeks through E-filing portal, preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.
6. We deem it just and proper to call a report on the matter in issue in present Original Application, from a Joint Committee consisting of:-
  - i. One representative from the Collector, Raigarh, Chhattisgarh.
  - ii. One representative from the Chhattisgarh Environment Conservation Board.
7. The Committee is directed to visit the place and submit the factual and action taken report within six weeks. The CECB will be the nodal agency for coordination and logistic support.
8. The report in the matter be filed by the Committee through email at [ngtczbbho-mp@gov.in](mailto:ngtczbbho-mp@gov.in) preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF.

List it on **20<sup>th</sup> December, 2024.**

**Sheo Kumar Singh, JM**

**Dr. A Senthil Vel, EM**

22<sup>nd</sup> October, 2024  
O.A. No. 234/2024(CZ)  
PN

कार्यालय कलेक्टर एवं जिला दण्डाधिकारी,  
जिला-रायगढ़ (छ.ग.)

जावक क्र. 1724 /क्षे. का./प.सं.मं./2024

रायगढ़, दिनांक 05/11/24

—::कार्यालय आदेश::—

—::00::—

माननीय नेशनल ग्रीन ट्रिब्यूनल प्रिंसिपल बेंच ओ.ए. क्रमांक 234/2024 (सी.जेड.) केलो प्रवाह में प्रकाशित खबर दिनांक 24/09/2024 "जूटमिल के पीछे तालाब को पाटा, सीमांकन करने पहुंचे आरआई-पटवारी" में गठित संयुक्त समिति में निरीक्षण कर प्रतिवेदन 06 सप्ताह के भीतर प्रस्तुत करने के लिये निम्नानुसार संयुक्त समिति का गठन किया गया है :-

1. कलेक्टर, जिला-रायगढ़ के प्रतिनिधि
2. सदस्य सचिव, छत्तीसगढ़ पर्यावरण संरक्षण मंडल के प्रतिनिधि

उपरोक्तानुसार संयुक्त समिति में कार्यालय कलेक्टर जिला-रायगढ़ के प्रतिनिधि के रूप में श्री प्रवीण तिवारी, अनुविभागीय अधिकारी (रा.) अनुभाग रायगढ़, जिला-रायगढ़ को नामित किया जाता है।

(कलेक्टर महोदय द्वारा अनुमोदित)



अपर कलेक्टर एवं अतिरिक्त जिला दण्डाधिकारी

a जिला-रायगढ़  
रायगढ़, दिनांक 05/11/24

पृ. क्र. 1725 /क्षे. का./प.सं.मं./2024

प्रतिलिपि :-

1. सदस्य सचिव, छत्तीसगढ़ पर्यावरण संरक्षण मंडल, नवा रायपुर अटल नगर, रायपुर (छ.ग.) की ओर कृपया सूचनार्थ प्रेषित।
2. श्री प्रवीण तिवारी, अनुविभागीय अधिकारी (रा.) अनुभाग रायगढ़, जिला-रायगढ़ को सूचनार्थ एवं पालनार्थ प्रेषित।



अपर कलेक्टर एवं अतिरिक्त जिला दण्डाधिकारी

b जिला-रायगढ़



**फॉर्म बी-1 किरतबंदी खतौनी (आसामीवार)**

वर्ष: 2023-2024

भूमि का द्यौरा हेतुवर में एवं करो का द्यौरा रूपये में

Document Id -20240126410300247



ग्राम : बांजीपाली (4103079)

हल्का : 00029

रा नि : बेलदुला

तहसील : रायगढ़

जिला : रायगढ़

गाता नं०	खाते के द्यौरे	खतौ मे भू-स्वामी या शासकीय पट्टेदार का नाम	खतौ मे पत्थक शानिल पत्थक और खतौ न क्र. का क्र.	पत्थक क्र. का क्षेत्रफल	किश्तों के द्यौरे	भू-राजस्व	उपकर	योग	भुगतान करने वाले व्यक्ति का नाम	भुगतान की तारीख	भू-राजस् व	उपकर	योग	रकम जमा करने वाले का नाम	जमा करने की तारीख	चालान क्रमांक	भू-राजस्व	उपकर	योग	वर्ष की समाप्ति पर बाकी	वर्ष की समाप्ति पर बाकी वसूलियाँ	जारी की गई बलात आदेशिका के द्यौरे
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)
			33/1	1.9620																		
			33/2	0.0120																		
			34/2	0.0280																		
			35/1	1.6190																		
			35/2	0.1210																		
			36/2	0.1010																		
			37	0.5210																		
			38/2	0.6390																		









**फॉर्म बी-1 किरतबंदी खतौनी (आसामीवार)**

भूमि का द्योरा हेक्टर में एवं करो का द्योरा रुपये पैसे में

Document Id -20240126410300247

ग्राम : बाजीपानी (4103079)

हल्का : 00029

रा नि : बेलादुला

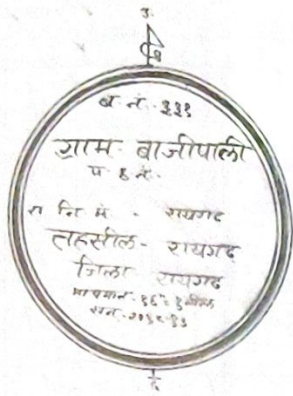
तहसील : रायगढ़

जिला : रायगढ़

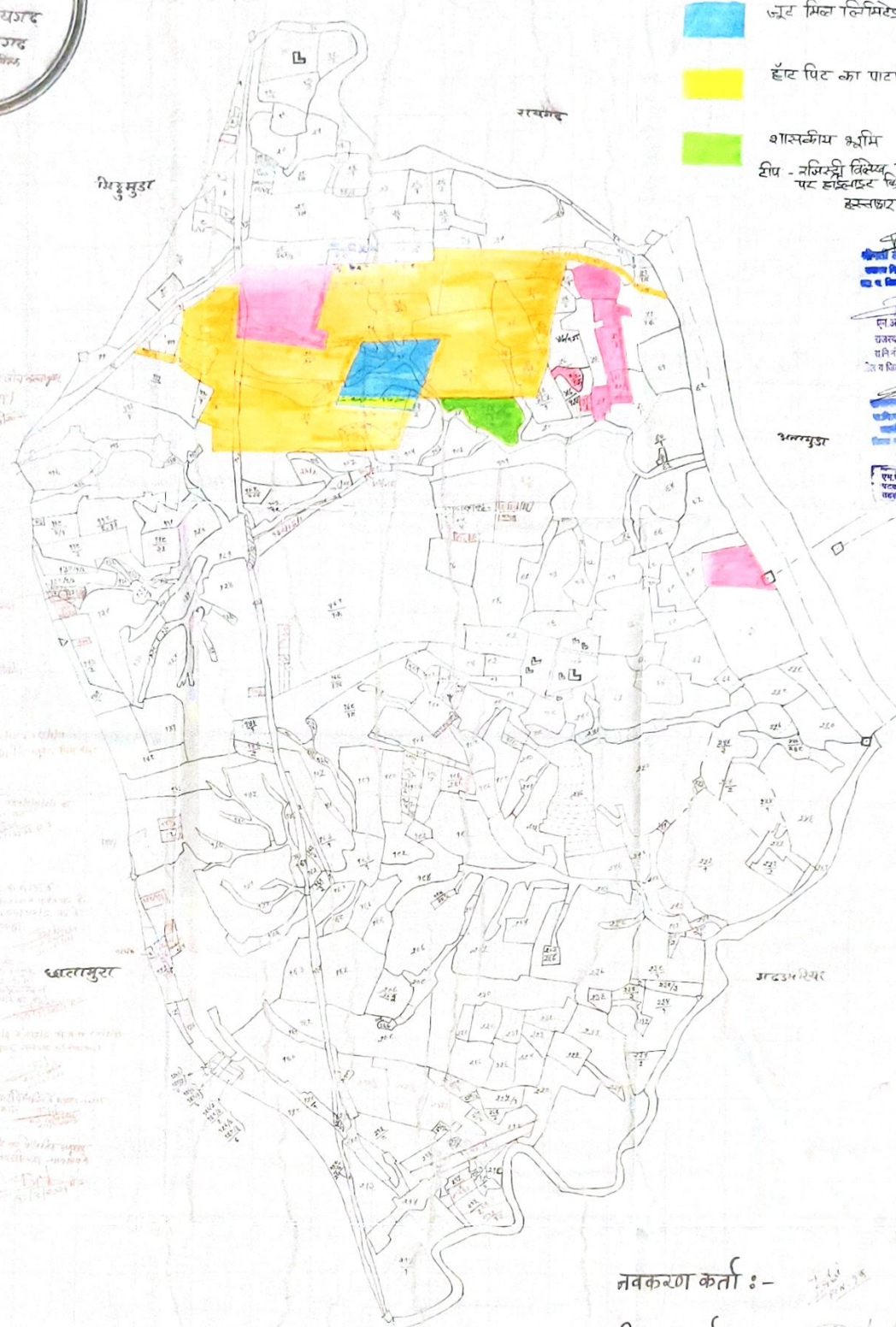


गात	खाते के द्यारे	खतौ मे	पत्थक	किशौ के	श्र- राजस्व	उपकर	योग	भुगतान करने वाले व्यक्ति का नाम	भुगतान की तारीख	श्र- राजस्व व	उपकर अवकाव	योग	रकम जमा करने वाले का नाम	जमा करने की तारीख	चालान क्रमांक	श्र- राजस्व उपकर	योग	श्र- राजस्व उपकर	योग	वर्ष की समाप्ति पर बाकी	वर्ष की समाप्ति पर बाकी वसूलियां	जारी की गई
नांक																						बलात आदेशिका के द्यारे
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)
	श्र-चामी या शासकीय पट्टेदार का नाम	269/1	0.6270																			बलात आदेशिका के द्यारे
		265/2	0.2320																			57/265/2 उड़ान खसरे को विपर्यय कर खसरा नंबर 265/2 दिनांक Nov 30 2019 4:46PM को बनाया गया।
																						28/269/1 उड़ान खसरे को विपर्यय कर खसरा नंबर 269/1 दिनांक Nov 30 2019 4:34PM को बनाया गया।
		271	0.5940																			28/271 उड़ान खसरे को विपर्यय कर खसरा नंबर 271 दिनांक Nov 30 2019 4:43PM को बनाया गया।
कुल		48	12.1960		4962.01 00	0	0															

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 Date: 2024.01.26 19:34:13 +05:30  
 Reason: Certified to be TRUE COPY of the digitally published ROR



- संकेत
- भास्कीय भूमि
  - जूट मिल लिमिटेड
  - जूट मिल लिमिटेड का हॉट पिट
  - हॉट पिट का पाटा ग्राहक क्षेत्र
  - शास्कीय भूमि
- टीप - राजस्वी विषय पर अनुसूचक अंतर्गत शास्कीय भूमि पर हाइलाइट किया गया है।  
हस्ताक्षर जॉन्स यल



टीप - ख.नं. 123/1/4 का मैदा क्षेत्र का नक्शा (संलग्न नक्शा)।

जमीनदार: राजगड का रा. 33

प्लॉट नं. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

19/10/2024

एन.आर.एस. राजगड निरीक्षण

वर्ष 2024

19/10/2024

19/10/2024

19/10/2024

नवकरण कर्ता :-

मिथान कर्ता :-

जांच रांनि :-

अ.भू.अं :-

2780

RPPC

5686655

रसीद दस्तावेज वगैरह

8/2653 मुकाम

दस्तावेज की तफसीलवारी व कीमत या दस्तख्त की तारीख या किस्म जो मुहरबंद लिफाफा लिया गया हो जिसके बाबत फीस दाखिल हुई हो उसके ऊपर लिखी हुई इबारत (2)	तादाद फीस (अगर हो तो) दाखल शुदा (3)	रजिस्ट्री के ओहदेदार के छोटे दस्तखत (4)
संजय शर्मा जयपुर	440/-	

ख .....

4 SEP 2024

उप-प्रंजीयक

उप प्रंजीयक  
रायगढ़

R P P L



छत्तीसगढ़ CHHATTISGARH

22AA 634925



सत्यप्रतिलिपि हेतु संलग्न

4 SEP 2024

आवेदक - संजय यादव

द.क्र. - 3034

दिनांक - 31/3/2023

अंक 635 दिनांक 16/08/2024  
 शीर्षक श्रीमान राधेश कुमार शर्मा - रामगढ़  
 संवत्सहार के प्रकार 087  
 प्रयोजन अकाउंट हेतु



  
 प्रशासक

राजेश कुमार शर्मा  
 प्रशासक, रामगढ़  
 फोन नं.- 8179841081

4 SEP 2024

- 1.  1001340-440/- 4 SEP 2024
- 2.  4 SEP 2024
- 3.  4 SEP 2024
- 4.  4 SEP 2024
- 5.  4 SEP 2024
- 6.  4 SEP 2024

XA

  
 उप पंजीयक  
 रामगढ़

4 SEP 2024



दस्तावेज क्रमांक AH-3034

प्रतिष्ठान का नाम	राज्य	जिला	तहसील का नाम	मुकीयत का नाम
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श्रीजीपाल राया ६ राया ६  
जुलासिद्धा

12,92,421

13,08,7800

सत्यप्रतिलिपि हेतु संलग्न



DATE THIS DAY OF 9/10 2000

4 SEP 2024

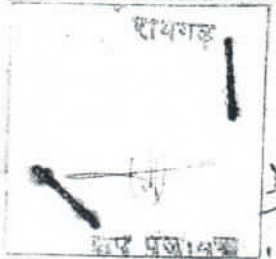
DEED OF CONVEYANCE BETWEEN  
RAIGARH JUTE & TEXTILE MILLS LTD.  
..... THE VENDOR,

AND  
RAIGARH PROPERTIES PVT. LTD.  
..... THE PURCHASER,

AND  
MOHAN JUTE MILLS LTD.  
... THE CONFIRMING PARTY



M. Khecha



रायगढ़

M. Khecha      P. Rajan





5000x69=3'

500x1-

100x1-

68340 6907

9/10/2000

.....	50x1	50
.....	20x1	20
.....	10x1	10
.....		<u>34568</u>

P. K. Arora

35 लाख

मि. नरक कटिका

स्वाम्य बन्ध  
रायगढ़ (छ. प्र.)

उप पंजीयक  
रायगढ़

THIS INDENTURE OF CONVEYANCE made this 9.10.2000 day of October two thousand **BETWEEN** : (1) RAIGARH JUTE & TEXTILE MILLS LIMITED, an existing company within the meaning of the companies Act, 1956 and having its registered office at No. 36, Chowringhee Road, Calcutta 700071, hereinafter referred to as the "Vendor" ( which expression shall unless excluded by or repugnant to the subject of context mean or include its successor or successors in interest and assigns of THE FIRST PART, acting through its Executive Director and constituted attorney Shri P.M. Rakecha duly authorised to execute this deed of first part (2) RAIGARH PROPERTIES PRIVATE LIMITED, a company incorporated under the companies Act, 1956 and having its registered office at No. 1, Kyd Street, Calcutta 700016, hereinafter referred to as the "Purchaser" (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in interest and assigns) of the SECOND PART, **AND** (3) MOHAN JUTE MILLS LIMITED, a company incorporated under the companies

Anilakhecha

Rajgarh






रायगढ़ पापर्टीज प्रा. लि. रायगढ़ का मूल्य

1. नगरपालिका क्षेत्र के अन्तर्गत - रकबा : 32.69 एकड़ @ 316000 x 13.23 x 1.5 =		Rs.	6271020
2. खंगला :-			
A G. Floor 2877.62' x 300 /- =	863286		
B. 1st Floor (Less 5%)	820122		
Total :-	1683408		
Less 20%		Rs.	1346726
3. मैमेजर निवास :-			
1284 'x 200/- =	256800		
Less 20%		Rs.	205440
4. फर्नचारी निवास :-			
2817 'x 275 /- =	774675		
Less 20%		Rs.	619740
5. श्रमिक निवास :-			
2562.30 'x 200 /- =	512460		
Less 20%		Rs.	409968
6. गोदाम -10 निर्मित क्षेत्र :-			
17641 'x 200/- =	3528200		
A. Less 20%	2822560		
B. = (A x 1.5)		Rs.	4233840
<hr/>			
G. TOTAL :-		Rs.	13086734



  
 उप पञ्जीयक  
 रायगढ़

ग्राम - कांजीवाडी पटवारी हुकूमत नं. १३

राज्य निर्देशक मंडल - रायगढ़ १ तहसील व. सिद्ध - रायगढ़

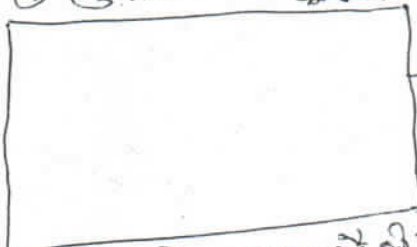
कालकार का नाम	ख. नं.	रकबा	व.	किला
जुट मीठ रायगढ़ भूमिदाता	१४/२	०.०४५	६१२	पडर तहसील नं. १५
	२९/१	०.२१९		
	२९/२	०.०१९		
	३०	०.०४३		
	३१	०.३४०		
	३२/१	०.१४९		
	३२/३	०.०१२		
	३२/३	०.१२१		
	३४/२	०.४५५		
	३-५४	०.०४६		
	३६/३	०.०१२		
	४४/२	०.०४३		
	४३/२	०.००८		
	४४/२	०.००१		
	५१/१	०.१६०		
	१०४/४	०.१२४		
	१०४/१	०.०९१		
	१०९/२	०.९२९		
	११०/३	०.३३२		
	१११/१	०.२१५		
	२६९/१	१.२३५		
	२६२/६०	०.४९९		
३-५२/६१	६.३०८			
३२/२	०.०२०	३.१४३		
३३/१	१.९९३			
१०४/२	०.३०८			
१०४/९	०.२१०			
१०५/१	०.१२१			
१०६/१	०.०४०			
१०९/३	०.१०१			
११०/५	०.१२९			
११२/५	०.१९४			
३४/२	०.०२८	१.६४८	३	
३२/१	१.९१९			
३९/२	०.१०१			



ग्राम - वाजीवाडी परवारी लष्करी संख्या १३  
 राजस्व निरीक्षण संख्ये - सायगा १ तहसील व. वि.  
 सायगा।

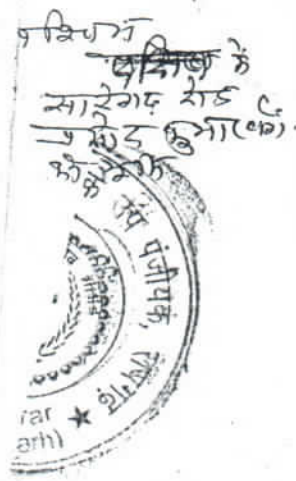
कालका अंश	क्र. सं.	रकम	व. वि.	कि. प.
जुट सीत सायगा भूमिस्वामि	३७	०.२२५		
	३-५२	०.०६६		
	३-५३	०.३६०		
	३९२	०.२६६		
	४०३	०.००२		
	४५९	०.०२४		
	४६९	०.९०५		
	४६९	०.४०९		
	४-५२	०.२५२		
	५६१९	०.२०२		
	५०४१६	०.०२४		
	५६	०.३३२		
	<u>२६५१२</u>	<u>३.०६५</u>		
	१२			
	१५०१६	०.०४०		
१५२५	०.०६५			
१५२२	०.०४०			
कुल	४९	१५.४०९		९२५९

७) प्रकार के क्षेत्र किरीडी मल इ.ए. की अधिक जानकारी  
 सायगा १ तहसील व. वि. १३



अपने अंगवस्त्र पहने की प्रति.

८) इतिहास के अनुसार कौन की प्रति,  
 पैदेरी कौन की प्रति, आसफीय प्रति





५०००४२० = ९०००००

१२००२

१२२२०७

दिनांक ३१/३/२००३

रायगढ़ जूट मिल लि. रायगढ़

संन्यवहार के पक्षकार

प्रदीप

रायगढ़

एन. मिश्रा

P. S. Patel.  
स्वाम्य निदेश  
रायगढ़ (म.प्र.)

उप पंजीयक  
रायगढ़

(2)

Act., 1956 and having its registered office at No. 1 Kyd Street, calcutta 700016, hereinafter referred to as the "confirming Party" ( which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in interest and assings ) of the THIRD PART.

**WHEREAS :**

A. By order dated 23rd Aril 1981 Passed in company petition No. 1 of 1980 between Raigarh Jute Mills Ltd., Raigarh and Bharat Woollen Mills Ltd. Calcutta by the Hon'ble High Court of Madhya Pradesh, at Jabalpur, permitted amalgamation of the two companies with the consequence that the amalgamated company was renamed and registered as Raigarh Jute & Textile Mills Ltd Some of the immovable properties, however contined to be recorded in the old name of Raigarh Jute Mills Ltd.

B. The vendor owns a manufacturing jute mill situated at Raigarh in the state of Madhya Pradesh and the said jute

Dulakhecha. P. S. Patel







37 B. P.M. Rakhecha

उपरोक्त निश्चयन/पालक

श्री पी. एम. राखेचा डायरेक्टर

नारीब 5 JAN को लिया गया 002

Sd/- E. Sharma

उप पंजीयक  
रायगढ़

सा 221

1. श्री I.D. Charoma
2. श्री C.K. Sharma



(4)

to the taken over workers, junior and senior officers on their retirement or otherwise on termination of their services payable under the Payment of Gratuity Act, 1972 for the entire period of service with the vendor and the confirming party as and when it becomes payable at a consideration of Rs. 85,00,000/- ( Rupees eighty five lakhs only) .

F. On 11<sup>th</sup> September, 1989 an Agreement was entered into by and between the vendor and the confirming party whereby and whereunder the vendor agreed to sell and the confirming party agreed to purchase the said jute unit along with liabilities as mentioned above at a consideration of Rs. 85,00,000/- and on the terms and conditions contained in the said Agreement.

G. Pursuant to and in terms of the said Agreement dated 11<sup>th</sup> September, 1989 the confirming party paid to the vendor a sum of Rs. 25,00,000/- ( Rupees Twenty five lakhs only) as and by way of part consideration money at the time of execution of the said Agreement.



Dulakhecha

Kejariwal

पवन कुमार आठवाला समवेत  
मेहनत छूट मिला किठ

रायगाढ़ - कला

सह. वी जिला रायगाढ़ (छत्तीसगढ़)

जिन्हें मैं अभिकर्ता के रूप में जानता हूँ  
स्वीकार करते हैं कि तथा कथित  
...../निष्पादन किया गया था-  
और प्रति कल के दूरे, अधिक हूँ.....  
कभी पढ़ाई के.....  
प्राप्त हो गये है तथा.....  
उन्हें मेरी अपा.बा. : प्रकाश गये और  
अधिकतम कमाया गया गया.....  
अब मैं ही जीविकोपार्जन के बाद प्राप्त हूँ।  
अब तारीख.....

श्री आई. डी. चरणव. बी. डी. चारणव. मोहनपुर  
मिला रायगाढ़  
श्री जी. के. शम्भु. जी. एम. शर्मा (ना. मो. हेन.)  
छूट मिला रायगाढ़  
रायगाढ़

सह. वी जिला की जांच  
पूर्वोक्त निष्पादक/अभिकर्ता का शिनाख्त  
के विषय में की गई, 15 JAN. 2002  
Sd/- e. 1999  
उप पंजीयक  
रायगाढ़



(5)

H. Pursuant to the said Agreement and in part performance thereof, the vendor handed over possession of the said jute unit to the confirming party on or about 13<sup>th</sup> September, 1989.

I. Before completion of sale of the said jute unit by the vendor in favour of the confirming party and on 25th October, 1989 a suit was instituted in the Hon'ble High Court at Calcutta betin suit No. 849 of 1989 (B.P. Jalan & Another -Vs.- M.P. Jalan & others) in which the vendor was one of the defendants.

J. By an order dated 25th October, 1989 passed in the said Suit No. 849 of 1989 (B.P. Jalan & Anr. -Vs.- M.P. Jalan & Ors. ) the defendants in the said suit including the vendor were restrained from transferring of alienating or encumbering or parting with possession of any of their properties or assets except with the consent of the petitioners therein.

Anulakhecha.

Prasanna



(37)

P.K. Agrawal

उपरोक्त निदेशन/पालक

के धंगुटे वा लणान के मन्त अपज

मारीख को जिया गुया 2

15 JAN

Sd/- E. Tigga  
उप पंजीयक  
रायभंड

साक्ष

1. G. D. Charana
2. G. K. Sharma



(6)

K. Subsequent to the institution of the said suit No. 849 of 1989 it transpired to the vendor and it's board of directors and the confirming party and it's board of directors for the first time came to know that on 28th April, 1989 the Hon'ble High Court at Calcutta passed an order in a suit instituted by punjab National Bank, inter alia, against the vendor being suit No. 240 of 1987 (Punjab National Bank - Vs.- Raigarh Jute & Textile Mills Limited and Others), inter alia, restraining the vendor from selling or disposing of or encumbering or alienating any of its assets.

L. In view of the said order dated 25<sup>th</sup> October, 1989 and the order dated 28th April, 1989 which the vendor came to know Subsequent to 25th October, 1989, the vendor could not take any further step pursuant to the said Agreement dated 11th September, 1989 for completion of sale of the said jute unit by the vendor in favour of the confirming party though the confirming party continued to remain in possession of the said property together with all infrastructures thereof.



Dulakhecha. 

~~खण्ड/कत निष्काशन/पालक~~  
के अंगुठे का निष्काशन मंगलवार को किया गया।

जय प्रियदर्शन  
राज्य



(8)

P. By an order dated 17th July, 1991 passed by the Hon'ble High court at calcutt a the plaint filed in suit No. 849 of 1989 (B.P. Jalan & Anr .-Vs.-M.P. Jalan & ors:) Was directed to be taken off the file which amounted to the dismissal of the said suit and consequent vacating of the interim orders passed therin.

Q. Though an appeal was preferred by the plaintiff in the said suit from the said order dated 17th July, 1991 and though prayer for interim order was made in the said appeal, yet no interim order was passed in the said appeal.

R. By an order dated 10th March, 1994 passed by the Hon'ble high court at calcutta the said suit No. 240 of 1887 (punjab National Bank -Vs.-Raigarh Jute & Textile Mills Limited & Ors.) and the interlocutory applications made therein were disposed of after punjab National Bank received from the vendor in full and final settlement of its claim in said suit.

Dulakhecha.

R. K. Gaur



(9)

S. By a further order also dated 10th March, 1994 passed by the Hon'ble High court at calcutta the contempt proceeding initiated by punjab National Bank and Rule issued therein against the vendor were dropped and discharged.

T. The said company petition being Company petition No. 135 of 1990 was finally disposed of by the Division Bench of the Hon'ble High Court at Culcutta by an order 14th October, 1999 which, inter alia, directed sale of shares by the minority group to the majority group.

U. The petitioners in the said company petition being C.P. No. 135 of 1990 have filed a civil appeal in the Hon'ble Supreme Court of India from the said order dated 14<sup>th</sup> October, 1999

V. The petitioners in the said company petition as appellants in their said civil appeal pending before the Hon'ble Supreme Court of India have made an interim application praying,

Dulakhecha.

*(Signature)*



(10)

inter alia, an order of continuation of the interim order dated 16<sup>th</sup> March, 1990 passed in their said company petition.

W. The said interim application made by the petitioners in the said company petition in their said civil appeal came up for hearing before the Hon'ble Supreme Court of India on 6<sup>th</sup> March, 2000 when the Hon'ble Supreme Court of India was pleased not to pass any interim order at that stage. On account of the above orders by the Hon'ble High Court in suit No. 849 of 1989 (Mentioned in para "J" above) Suit No 240 of 1987 (Mentioned in para "K" above) and company petition No 135 of 1990 (Mentioned in para "M" above) restraining the vendors from alienating the property in question and also the confirming party from giving effect to the agreement, the sale under the agreement dated 11-9-1989 could not be completed until March 2000 when the Hon'ble Supreme Court did not pass any interim order in the appeal against the order of the Hon'ble High Court finally passed in company petition No.135 of 1990

Dulakhecha. Wazani



(11)

X. In view of the aforesaid and as all existing liabilities of the vendor as mentioned in the said Agreement dated 11<sup>th</sup> September 1989 have already been paid off by the vendor there is no further impediment in the vendor's completing the sale of the said jute unit in favour of the confirming party, which was upto 6<sup>th</sup> March 2000 not possible in view of the various orders passed by the Hon'ble High Court at Calcutta from time to time restraining the vendors as also the purchaser from giving effect to the said Agreement dated 11<sup>th</sup> September 1989.

Y. The confirming party has called upon the vendor to complete the transfer of the said jute unit in terms of the said Agreement dated 11<sup>th</sup> September, 1989

Z. The Confirming party has agreed to purchase the said jute unit on "as it is and where it is basis".

AA. The confirming party has also agreed to pay and bear the municipal rates and taxes in respect of the said jute

Dulakhecha.

Agant



(12)

unit on and from 13<sup>th</sup> September, 1989 when the possession of the said jute unit was handed over by the vendor to the confirming party.

BB. The confirming party has agreed that the confirming party has no claim whatsoever as against the vendor and shall also not make any claim against the vendor in future on any account whatsoever.

CC. The confirming party by a letter dated 24<sup>th</sup> April 2000 has expressed its desire to get conveyance and/or transfer of a portion of the said jute unit in its favour for a consideration of Rs. 50,00,000/- ( Rupees fifty Lacs only).

DD. The confirming party by its said letter has also nominated the purchaser herein as its nominee and/or assignee to get the conveyance and / or transfer of the balance portion of the said jute unit (hereinafter for the sake of convenience referred to as the "said property") in its favour for a consideration of Rs. 35,00,000/- ( Rupees

Aulakhecha;

Prayan

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Thirty Five Lacs only) to be paid by the purchaser to the vendor.

EE. The purchaser by its letter also dated 24<sup>th</sup> April 2000 addressed to the vendor confirmed and accepted the nomination and assignment so made by the confirming party by its 'said letter dated 24<sup>th</sup> April 2000 and agreed to purchase and take conveyance of the said property alongwith the structures standing thereon at a consideration of Rs. 35,00,000/- ( Rupees Thirty Five Lacs only).

FF. The vendor has agreed to complete the sale of the said property at and for a consideration of Rs. 35,00,000/- in favour of the purchaser and the confirming party has agreed to confirm such sale of the said property by the vendor in favour of the purchaser.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. 35,00,000/- (Rupees Thrity Five Lacs only) duly paid on or before



Dulakhecha.

P. K. Gowri

(14)

that execution of these presents to the vendor by the purchaser (the receipt where of the vendor doth here by as also by the memorandum of consideration hereunder written admits and acknowledges) and on and from the payment of the same quits, releases and discharges the purchaser as also the said property hereby intended to be sold, transferred and/or conveyed), the vendor above named doth hereby grant, sell, transfer, convey, assign and assure unto and in favour of the purchaser above named (and the confirming party hereby confirms such grant, sale, transfer, conveyance, assignment and assurance by the vendor in favour of the purchaser) **ALL THAT** the said property shown and delineated in **RED** borders in the map or plan annexed here to and more fully described in the Schedule hereunder written and the structures including portion of the factory premises and certain machinery embedded at the said portion of the factory premises standing thereon free from all encumbrances, mortgages, charges, liens, claims, demands, liabilities, acquisition, requisition, alignments and trusts whatever, but together with all permanent employees and workers of

Dulakhecha.

P. S. J. S.



(15)

the vendor engaged in or in relation to the said jute unit with effect from 13<sup>th</sup> September 1989 and the accrued and future liability to be discharged to the taken over workers, junior and senior officers on their retirement or otherwise on termination of their services payable under the Payment of Gratuity Act, 1972 for the entire period of service with the vendor and the confirming party as when it becomes payable.

OR HOWSOEVER OTHERWISE the said property or any part or portion there of now or are or here to fore were or was situated, tenanted, butted, bounded, called, known, numbered, described, and distinguished.

TOGETHER WITH all structures, walls, yards, compounds, areas, ways, sewers, drains, water, water courses and all manner of connections and the right of all paths and passages leading to the said property and the benefits and advantages of all ancient or otherwise rights, easements and benefits appertaining to the said property and all



Dulakchecha. Rayan

(16)

privileges and appurtenances whatsoever in the said property or any part there of belonging to or in any wise appertaining there to or with the same and every part there of or known as part or parcel there of or shall hold, use, occupy or enjoy or repute to belong or be appurtenant there to and the reversion or reversions, remainder or remainders and also the rents, issues and profits of the said property and all the estate, right, title, interest, demand, inheritance, use, property, claim and demand whatsoever both at law and in equity of the vendor unto and in any manner concerning the said property and every part there of.

TOGETHER WITH all deeds, pattas, muniments, writing, and evidences of title and other documents in any wise exclusively relating to or concerning the said property or any part there of and which now are or here after shall or may be in the custody, power or possession of the vendor or any other person from whom the vendor can or may procure the same without any action or suit at law or in equity.



Dulakhecha.

S. K. Jais

(17)

TO HAVE AND TO HOLD the said property situated on the land fully described in the Schedule here under written which are here to sold, granted, conveyed, transferred or otherwise assured and confirmed or expressed or intended so to be unto and to the use of the purchaser absolutely and for ever without any manner of condition, use, trust and other things whatsoever to alter, divide, encumber or make void the same and free from all encumbrances, mortgages, charges, lien, lis pendens, claims, demands, liabilities, acquisitions, requisitions, alignments and trusts whatsoever.

AND THE VENDOR doth hereby covenant with the purchaser abovenamed as follows that :

1. Notwithstanding any act, deed, matter or thing whatsoever by the vendor or any predecessor-in-title of the vendor made, done or executed or knowingly suffered to the contrary, the vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted, sold, conveyed,

Dulakhecha.

Pradyumn



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transferred without any manner of condition, use, trust or other things whatsoever to alter, divide, encumber or make good the same.

2. Notwithstanding any such act, deed, matter or thing whatsoever as aforesaid, the vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey and transfer the said property hereto granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser in the manner aforesaid and according to the true intent and manner of these presents.

3. The purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold, possess and enjoy the said property hereto granted, sold, conveyed and transferred and also exclusively receive the issues, rents and profits of the said property without any lawful eviction, interruption, hindrance, claims or demands whatsoever from or by the vendor or any other person or

Dulakhecha.

Pozans



(19)

persons having or lawfully or equitably claiming any estate or interest or right in the said property.

4. The purchaser is free and clear and freely and clearly and absolutely acquitted, exonerated, released and discharged by and at the costs and expenses of the vendor and well and sufficiently indemnified of from and against all manner of claims, charges, mortgages and encumbrances whatsoever made, suffered, created done, executed or occasioned by the vendor or any other person or persons whomsoever lawfully or equitably or rightfully claiming any interest or estate or right as aforesaid.

5. The said property is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or the Estate Duty Authorities or other Government Authorities under the public Demands Recovery Act or any other acts or laws whatsoever and that there is no certificate case or proceeding pending against the



Dulakhecha.

Prasanna

(20)

vendor for realisation of the arrears of income tax or other taxes or due under the Public Demands Recovery Act and/or any other acts for the time being in force and that the said property is not affected by any notice or scheme for requisition or acquisition or alignment of any of the Government authorities or any other public body or authority whatsoever.

6. No declaration has been made or published for requisition or acquisition of the said property or any part thereof under the Land Acquisition Act or any other Act for the time being in force and that the same or any part thereof is not affected by any notice of acquisition or requisition under the defence of India act or Rules framed thereunder or any other Acts or enactments whatsoever.

7. And the vendor doth hereby also covenant with the purchaser that the vendor and all other persons having or lawfully or equitably Claiming any estate, right, title or interest, trust, property, claim and demand whatsoever in



Amlakhecha.

Prasad

(21)

the said property hereby sold, conveyed, granted and transferred or any part thereof from under or in trust for vendôr shall and will from time to time and at all times hereafter at the requests and costs of the purchaser do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the same and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required.

And the purchaser doth hereby covenant with the vendor abovenamed as follows that :

I. The purchaser is purchasing the said property on "as it is and where it is basis".

II. The purchaser hereby agrees that the purchaser has no claim whatsoever against the vendor and the purchaser further agrees that in future it shall not make any claim against the vendor on any account whatsoever.



Amalakheer

Amal

(22)

And the confirming party doth hereby coverant with the vendor and the purchaser abovenamed as follows that :

I. The confirming party has assigned a portion its right under the said Agreement dated 11<sup>th</sup> september 1989 and has nominated the purchaser to purchase the said property from the vendor.

II. The confirming party hereby confirms the sale and/or transfer of the said property by the vendor in favour of the purchaser.

III. The confirming party shall pay and bear all the municipal rates and taxes in respect of the said property as well as the balance portion of the said Jute unit on and from 13<sup>th</sup> September 1989 of which the possession of the said Jute unit in its entirety was handed over to the confirming party by the vendor and the vendor shall have no liability whatsoever on that account from 13<sup>th</sup> september 1989 and the confirming party hereby indemnifies and agrees to save the



Dulakhecha.

Bozans

(23)

vendor harmless against any liability on that account.

IV. The confirming party has engaged and shall engage all permanent employees of the vendor engaged in or in relation to the said Jute unit with effect from 13th september 1989 and shall pay and bear the accrued and future gratuity liability to be discharged to the taken over workers, Junior and senior officers, on their retirement or otherwise on termination of their services payable under the payment of Gratuity Act, 1972 for the entire period services with the vendor and the confirming party.

V. The confirming party hereby agrees that the confirming party has no claim whatsoever against the vendor and the confirming party further agrees that in future it shall not make any claim against the vendor on account whatsoever.

The Schedule above referred to :

All that the piece or parcel of Land, admeasuring about 32.69 Acre or 13.22 Hectare, more or less, TOGETHER WITH all buildings and structures standing thereon, within



D. Lakhecha.

P. K. Singh

(24)

the Municipal limits of Raigarh, in Gram: Banjipali, patwari Halka No. 13, Revenue Inspector's Division: Raigarh I, Tehsil and District: Raigarh in the State of Madhya Pradesh and delineated on the map or plan annexed here to and bordered "RED" thereon and butted and bounded as follows :

ON THE NORTH : Partly by land of kirodimal Trust and partly by land of Ghanshyam Baig.

ON THE EAST : By land of Bhagwan Dass Baig,

ON THE WEST : Partly by land of Mohan jute Mills Ltd. and partly by land of pramod Baig.

ON THE SOUTH : Partly by land of Ghanshyam Baig, Pardeshhi Baig and partly of Government Land.



Amlakchha. Raigarh

(25)

IN WITNESS WHEREOF the vendor, the purchaser and the confirming party have put their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED BY  
the Vendor abovenamed at Raigarh  
in the presence of :

RAIGARH JUTE & TEXTILE MILLS LTD,  
*Dulakhecha.*  
EXECUTIVE DIRECTOR

1. 

2. *Steel*  
9.10.2000

SIGNED, SEALED AND DELIVERED BY  
the Purchaser abovenamed at Raigarh  
in the presence of :

RAIGARH PROPERTIES PVT. LTD.

*K. Chandra*  
Mg. Director / Director

1. 

RAIGARH PROPERTIES PVT. LTD.

Director

2. *Steel*  
9.10.2000



(26)

SIGNED, SEALED AND DELIVERED BY  
the Confirming party abovenamed at Raigarh  
in the presence of :

For MOHAN JUTE MILLS LTD.

*[Signature]*  
Mg. Director/Director

1. *[Signature]*

2. *[Signature]*  
9.10.2000

Memo. of Consideration

1. One Cheque No. 419801, dt. 27.4.2000  
drawn on Karnataka Bank Ltd., Park  
Street Branch, Calcutta. Rs. 10,00,000/-
2. One Cheque No. 419802, dt. 12.5.2000  
drawn on Karnataka Bank Ltd., Park  
Street Branch, Calcutta before the  
execution of these presents. Rs. 5,00,000/-
3. One Cheque No. 419804, dt. 16.6.2000  
drawn on Karnataka Bank Ltd., Park

*Dulakhecha.*

*[Signature]*



(27)

- Street Branch, Calcutta before the execution of these presents. Rs. 5,00,000/-
4. One Cheque No. 419807, dt. 9.9.2000 drawn on Karnataka Bank Ltd., Park Street Branch, Calcutta before the execution of these presents. Rs. 5,00,000/-
5. One Bankers Cheque No. 427425, dt. 3.10.2000 drawn on The Karnataka Bank Ltd., Park Street Branch, Calcutta at the time of execution of these presents. Rs. 5,00,000/-
6. One Bankers Cheque No. 175323, dt. 3.10.2000 drawn on Citi Bank, Chowringhee Branch, Calcutta at the time of execution of these presents. Rs. 5,00,000/-

TOTAL :

Rs. 35,00,000/-



Amal Khecha.

Pradyumn

350,000  
 1,30,878.00 = 00  
 9,46,740

E. Elgg  
 1990

वस-1 नोयक  
 रायनोट

हस्ताक्षर



(28)

(Rupees Thirty Five Lakhs only)

SIGNED, SEALED AND DELIVERED BY  
the Vendor abovenamed.

P. M. RAKHECHA.  
P. M. RAKHECHA

WITNESS :

1. [Signature]  
I D. CHARAN s/o Late Vijai Ram charan  
Mohan Sate Mills Ltd  
Raigarh.
2. [Signature]  
9.10.2000  
Laxmi Prasad  
Tharwat S/o Late  
Chakradhar Tharwat  
Ramgudi pura  
Raigarh.

Drafted by me,  
P. M. RAKHECHA.  
(P. M. RAKHECHA)  
09-10-2000.



सत्य प्रतिनिधि  
[Signature] 31-3-03  
उप पंजीयक  
रायगढ़

~~...~~  
 के अंगुठे का निदान भी समस्त अक्षर  
 वादीख को लिया गया ।  
 उप पंजीयक  
 रायगढ़

31. MAR 2003  
 भाज तारीख 26-72  
 क्रमांक 3034  
 Sal - E. Tigga  
 उप पंजीयक  
 रायगढ़

(3)

1292421+11

पंजीयक शुल्क  
 पंजीयक शुल्क  
 पंजीयक शुल्क 104844=00  
 पंजीयक शुल्क  
 पंजीयक शुल्क 100=00  
 योग - 104974=00

पं. 23 एलका  
 दि: 31 MAR 2003

Tigga  
 उप पंजीयक  
 रायगढ़

सत्य प्रतिलिपि  
 उप पंजीयक  
 रायगढ़



2779

रसीद दस्तावेज बगैरह 5686654

8/2652 मुकाम

दस्तावेज की तफसीलवारी व कीमत या दस्तख्त की तारीख या किस्म जो मुहरबंद लिफाफा लिया गया हो जिसके बाबत फीस दाखिल हुई हो उसके ऊपर लिखी हुई इबारत (2)	तादाद फीस (अगर हो तो) दाखल शुदा (3)	रजिस्ट्री के ओहदेदार के छोटे दस्तखत (4)
राजय यादव जकल	410/-	

ख .....  
4 SEP 2024

उप-पंजीयक  
उप पंजीयक  
रायगढ़

MJML



छत्तीसगढ़ CHHATTISGARH

22AA 634922



सत्यप्रतिलिपि हेतु संलग्न

आवेदक - संजय यादव

द.सं. - 946

दिनांक - 1/6/2006



L 4 SEP 2024



क्र.सं. 628  
 दिनांक 16/08/2024 102  
 भा.सं. 1000-2499-300  
 प्रयोजन के लिये  
 प्रयोजन 1000-2499-300

हस्ताक्षर

राजेश कुमार  
 स्टाम्प वेडर, रायगढ़  
 फोन नं. 9179841291

4 SEP 2024

1000-2499-300  
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4 SEP 2024

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उप पंजीयक  
 रायगढ़

4 SEP 2024



दस्तावेज क्रमांक 11/946

प्राप्तकर्ता का नाम	बहु क्षेत्र	जिला	मोहर मूल्य	पुत्रीय मुद्रक
रायगढ़	रायगढ़	रायगढ़	49050600-	4843750-

सत्यप्रतिलिपि हेतु संलग्न

8  
2652

4 SEP 2024

DATE THIS 9/15 DAY OF Oct. 2000

DEED OF CONVEYANCE  
 BETWEEN  
 RAIGARH JUTE & TEXTILE MILLS LTD.  
 -----THE VENDOR,  
 AND  
 MOHAN JUTE MILLS LTD.  
 -----THE PURCHASER.



उम बंजोयक  
 रायगढ़

उम बंजोयक  
 रायगढ़

रायगढ़  
 Dulakhecha

Prizem



पी.एम. राबेचा रायगढ वूट मिल लिमिटेड

उं मैने जिंम डायरेक्टर

कि हाहा लम जिवा रायगढ जिला रायगढ

कि उप पंजीयक के कार्यालय में जारी -

मं पू०/मं प ४:०० रुके

बस्तुत किया गया।

Sd/- E. Ugrar

उप पंजीयक

रायगढ

BAIGARH JUTE & TEXTILE MILLS LTD.

P.M. R. B. Bedha

EXECUTIVE DIRECTOR

पंजीयन नियम 193- बाबुलाइ  
मृतीयों र्ण करने हेतु लाम्बित,

Sd/- E. Ugrar

उप पंजीयक

रायगढ

विदुत श्री पबल अखणाल उं आबेदन पर

दि. 22-12-01 को अल कलातेज मृतीयो की

मृति उरने हेतु एवं पुनः पंजीयनार्थ प्रस्तुत

करने हेतु वापस किया गया।

Sd/- E. Ugrar

उप पंजीयक

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P. K. Aggarwal Dulakhecha

This Indenture of Conveyance made this 9/15 day of Oct----- Two Thousand **BETWEEN** RAIGARH JUTE & TEXTLE MILLS LIMITED, an existing company within the meaning of Companies Act, 1956 and having its registered office at No. 36, Chowringhee Road, Calutta 700071, hereinafter referred to as the "Vendor" (which expression shall unless excluded by or repugnant to the subject or context mean or include its successor or successors in interest and assigns) of the ONE PART acting through its Executive Director ~~General manager~~ and constituted attorney Shri P.M. Rakecha duly authorised to execute this deed of first part **AND** MÖHAN JUTE MILLS LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at No.1, Kyd Street, Calutta 700016, hereinafter referred to as the "purchaser" (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in interest and assigns) of the OTHER PART, through Sri. Iwan Kumar Agardal. Director.

Dulakhecha

P. K. Aggarwal

**WHEREAS :**

A. By order dated 23rd April 1981 passed in company

Dulakhecha

P. K. Aggarwal



- (1) मुद्रांकपत्र के अर्धीन प्रकाशा गया  
मुद्रांक पत्रक..... 367.8195
  - (2) केंद्रगत अर्धीन प्रकाशा गया  
मुद्रांक..... 490506
  - (3) अर्धीन प्रकाशा गया  
मुद्रांक..... 490506.
  - (4) अर्धीन प्रकाशा गया  
मुद्रांक..... 183939.75
  - (5) अर्धीन प्रकाशा गया..... 325
- योग- 4843750

अधीन प्रकाशा  
रजिस्ट्रार  
रायगढ़

श्री. पी. एम. राखेचा जयदेव

आपका उस दिनांक रायगढ़ जिला रायगढ़  
उप रजिस्ट्रार के कार्यालय में जा खींचा 1.02  
म. 100 म. 4.00 रुपये  
तुल्य किया गया।

श्री. ए. राखेचा

उप रजिस्ट्रार  
रायगढ़

श. Rakhecha



(2)

petition No. 1 of 1980 between Raigarh Jute Mills Ltd., Raigarh and Bharat woollen Mills Ltd., Calcutta by the Hon'ble. High court of Madhya pradesh, at jabalpur, permitted amalgamation of the two companies with the consequence that the amalgmated company was renamed and registered as Raigarh Jute & Textile Mills Ltd. Some of the immovable properties, however, continued to be recorded in the old name of Raigarh Jute Mills Ltd.

B. The vendor owns a manufacturing jute Mill situated at Raigarh in the State of Madhya Pradesh and the said jute Mill along with its staff and labour quarters, bungalows, godowns and surplus land is set up on a plot of land measuring approximately 38 acres.

C. The said jute Mill has its plant and machinery for the purpose of manufacturing jute materials which are embedded to earth.

D. The vendor was interested to sell the said jute Mill



Dulakhecha.

*[Handwritten signature]*

श्री पी. एम. शरवेचा  
 इंचमूवीयु डायरेक्टर  
 आम्हात धूट मिलन एण्ड टेम्साइल  
 आम्हात

तह. वा. तिला रायगढ (छ.ग.)

मि. ... ..

जो ... ..

... .. 500,00,000/-

पच्चास लाख

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1) श्री. जी. चरण व. श्री. डी. चरण

2) श्री. डी. डी. व. श्री. एम. वार्गा  
 दोनो कोल्हा धूटमिल रायगढ

... ..

... .. 5102-  
 Sd/- E. ...

उप पंजीयक  
 रायगढ



(3)

with its plant and machinery and the land as mentioned hereinabove along with the buildings and structures standing thereon (hereinafter for the sake of convenience collectively referred to as the 'said jute unit') together with all permanent employees and workers of the vendor engaged in or in relation to the said jute unit with effect from 13<sup>th</sup> september 1989 as a going concern free from all encumbrances and all existing liabilities.

E. The purchaser agreed to purchase the said jute unit with the liabilities as mentioned above together with the accrued and future gratuity liabilities to be discharged to the taken over workers, junior and senior officers on their retirement or otherwise on termination of their services payable under the payment of Gratuity Act, 1972 for the entire period of service with the vendor and the purchaser as and when it becomes payable at a consideration of Rs. 85,00,000/- (Rupees eighty five lakhs only).

Dulakhecha

P. J. Jans



② P.M. Rakhecha

~~उपरोक्त निष्पादन/पुस्तक~~  
पी.एम. राखेचा सामरेकर  
के अगुडे का निष्पान मेर समस्त आज  
नासेड S: 1:02 को लिया गया।  
Ed/- E. E. E.  
एन वं. वी. वं.  
रायगढ़

J.G. Chavara

G.K. Sharma



(4)

F. On 11<sup>th</sup> september, 1989 an Agreement was entered in to by and between the vendor and the purchaser whereby and where under the vendor agreed to sell and the purchaser agreed to purchase the said jute unit along with the liabilities as mentioned above at a consideration of Rs. 85,00,000/- and on the terms and conditions contained in the said Agreement.

G. Pursuant to and in terms of the said Agreement dated 11<sup>th</sup> september, 1989 the purchaser paid to the vendor a sum of Rs. 25,00,000/- (Rupees Twenty five lakhs only) as and by way of part consideration money at the time of execution of the said Agreement.

H. Pursuant to the said Agreement and in part performance there of, the vendor handed over possession of the said jute unit to the purchaser on or about 13<sup>th</sup> september, 1989.

I. Before completion of sale of the said jute unit by the

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Prayan



पतन सुमार अज्ञात डायरेक्टर  
 कोल्ट वूट मिल लिमिटेड  
 कंपनी शकवाठ

डोला

तह. वो जिला रायगढ़ (छ.प्र.)

विषय: कर्तव्य रूप से आवता-ई

स्वीकार करने के कि तय किया

आर. ए. फ. द्वारा किया गया था

अंकों य. ....

यावत ही रहे

उन्हें मेरी उप

गठित करने के बाद प्राप्त होगी।

असहमत तरीके

*[Handwritten signature]*

① डाई. जी. चरण वः बी. चरण

② जी. डी. डार्क वः जी. एम. डार्क

कोल्ट वूट मिल. शकवाठ

तहसा. ए. ए. का नाम

पूर्वोक्त निष्पत्ति/अधिकर्ता का शिनाख्त

के विषय में की गई 15-1-02-

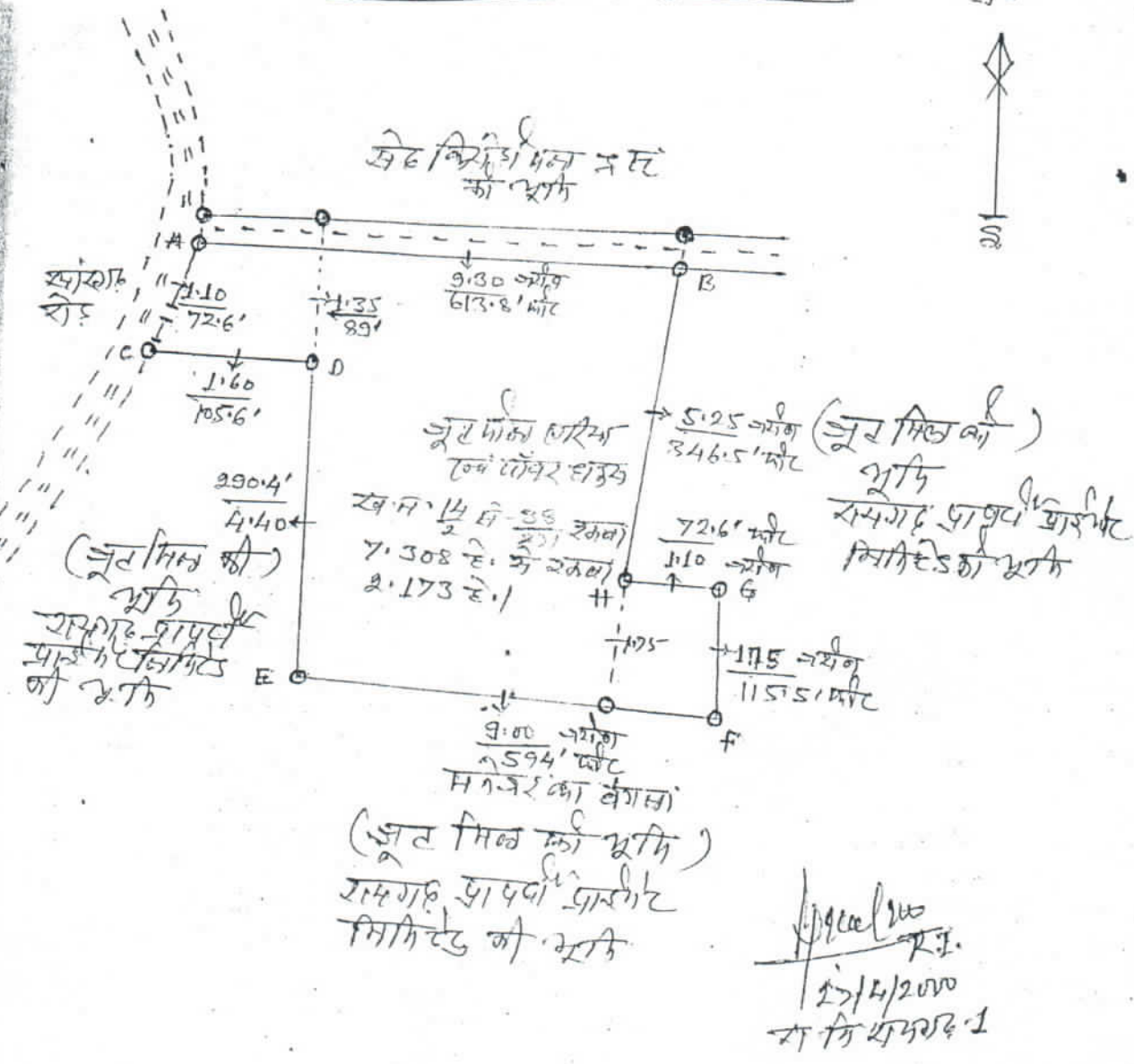
Sd/- E. Chandra

उप पंजीयक

रायगढ़



जूटमाला हरिया का नजारा नक्शा



रस्ता  
ऊपर  
नीचे  
छान  
गली

खंडांक रोड

खंडांक रोड

खंडांक रोड





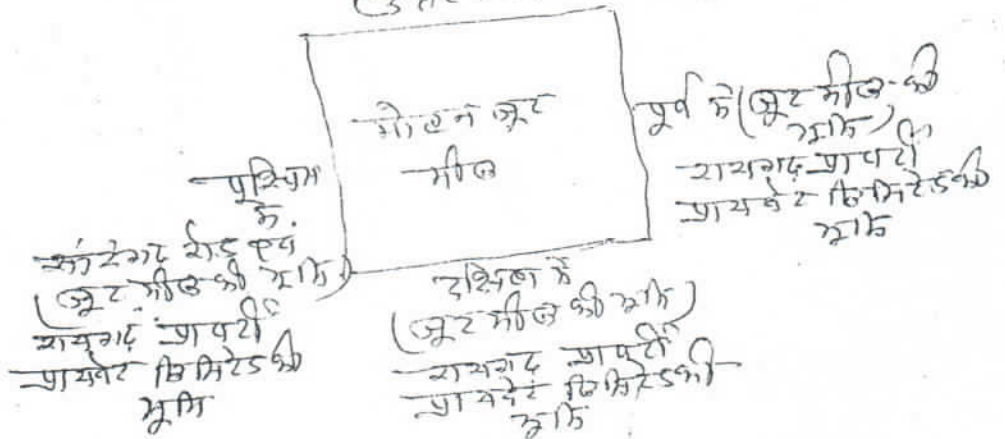
ग्राम - नाजीपाली परवारी लच्छा नं २५८ १३

राजस्व निरीक्षण मंडल - रायगढ़ १ लखीस

क. जिला - रायगढ़।

कॉन्ट्रिब्यूटर का नाम	क्र. नं.	राशिया	व.	किल्ला
जूर मीठ रायगढ़ भूमिस्वामि	१४१२	- ०-०४५	१५५	जूर मीठ मली नकाशा पदार्थ
	२६११	से - ०-१२४		
	३२८	से - ०-१३२		
	१०९/२	से - ०-०४५		
	२२	से - १५५२		
	२६६	से - ०-२३५		
	२६	से - ०-२३५		
योग E		- २-१६५		

उत्तरे के केर किरोरी नकाशा पर रायगढ़



Handwritten signature and date: १५/५/२०१३



(5)

vendor in favour of the purchaser and on 25 th october, 1989 a suit was instituted in the Hon'ble High court at Calutta being suit No. 849 of 1989 (B.P. Jalan & Another- Vs.- M.P. Jalan & others) in which the vendor was one of the defendants.

J. By an order dated 25th october, 1989 passed in the said suit No. 849 of 1989 (B.P. Jalan & Anr.-Vs.- M.P. Jalan & ors.) the defendants in the said suit including the vendor were restrained from transferring or alienating or encumbering or parting with possession of any of their reperties or assets except with the consent of the petitioners therein.

K. Subsequent to the institution of the said suit No. 849 of 1989 it transpired to the vendor and it's board of directors and the purchaser and it's board of directors for the first time came to know that on 28 th April, 1989 the Hon'ble High court at calcutta passed an order in a suit

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instituted by Panjab National Bank, inter alia, against the vendor being suit No. 240 of 1987 (Panjab National Bank -Vs.- Raigarh jute & Textile Mills Limited and others), inter alia, restraining the vendor from selling or disposing of or encumbering of alienating any of its assets.

L. In view of the said order dated 25th october, 1989 and the order dated 28th April, 1989 which the vendor came to know subsequent to 25th october, 1989 the vendor could not take any further step pursuant to the said Agreement dated 11th september, 1989 for completion of sale of the said jute unit by the vendor in favour of the purchaser though the continued to remain possession of the said jute unit together with all infrastructures thereof.

M. On 16<sup>th</sup> March, 1990 a proceeding, inter alia under Sections 397 and 398 of the Companies Act, 1956 was filed in the Hon'ble High Court at Calcutta principally against the vendor being Company petition No. 135 of 1990 ( In Re: Raigarh Jute & Textile Mills Limited) wherein the proposed

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P. K. Jagan

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sale by the vendor of the said jute unit to the purchaser was, inter alia challenged.

N. In the said Company petition No. 135 of 1990 the Hon'ble High Court at Calcutta on 16<sup>th</sup> March, 1990 passed an order restraining the vendor as well as the purchaser from giving any effect of further effect to the said Agreement for sale of the jute unit of the vendor in favour of the purchaser in any manner whatsoever.

O. In a contempt proceeding initiated by Punjab National Bank in the Hon'ble High Court at Calcutta being Matter No. 617 of 1990 an order was passed on 3<sup>rd</sup> May, 1990 restraining the vendor from realising any further sum on account of sale price of the said jute unit of the vendor.

P. By an order dated 17th July, 1991 passed by the Hon'ble High Court at Calcutta the plaint filed in Suit No. 849 of 1989 (B.P. Jalan & anr. -Vs. - M.P. Jalan & Ors.) was directed to be taken off the file which amounted to the

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P. Jalan



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dismissal of the said suit and consequent vacating of the interim orders passed therein.

Q. Though an appeal was preferred by the plaintiff in the said suit from the said order dated 17<sup>th</sup> July, 1991 and though prayer for interim order was made in the said appeal, yet no interim order was passed in the said appeal.

R. By an order dated 10th March, 1994 passed by the Hon'ble High Court at Calcutta the said suit filed by Punjab National Bank being Suit No. 240 of 1987 ( Punjab National Bank -Vs.- Raigarh Jute & Textile Mills Limited & Ors.) and the interlocutory applications made therein were disposed of after Punjab National Bank received from the vendor in full and final settlement of its claim in the said suit.

S. By a further order also dated 10<sup>th</sup> March, 1994 passed by the Hon'ble High Court at Calcutta the contempt proceeding initiated by Punjab National Bank and the Rule issued

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theréin against the vendor were dropped and discharged.

T. The Said Company petition being Company petition No 135 of 1990 was finally disposed of by the Division Bench of the Hon'ble High Court at Calcutta by an order dated 14<sup>th</sup> October, 1999 which, inter alia, directed sale of shares by the minority group to rhe majority group.

U. The petitioners in the said company petition being C.P. No.135 of 1990 have filed a civil appeal in the Hon'ble Supreme Court of India from the said order dated 14<sup>th</sup> October, 1999.

V. The Petitioners in the said company petition as appellants in their said civil appeal pending before the Hon'ble Supreme Court of India have made an interim application praying, inter alia an order of continuation of the interim order dated 16<sup>th</sup> Marth, 1990 passed in their said company petition.

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*P. J. S.*



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W. Said interim application made by the petitioners in the said company petition in their said civil appeal came up for hearing before the Hon'ble Supreme court of India on 6<sup>th</sup> March, 2000 when the Hon'ble Supreme Court of India was pleased not to pass any interim order at that stage. On account of the above orders by the Hon'ble High Court in company petition No. 849 of 1989 (Mentioned in para "J" above) Suit No 240 of 1987 (Mentioned in para "K" above) and company petition No 135 of 1990 (Mentioned in para "M" above) restraining the vendors from alienating the property in question and also the Purchasers from giving effect to the agreement, the sale under the agreement dated 11-9-1989 could not be completed until March 2000 when the Hon'ble Supreme Court did not pass any interim order in the appeal against the order of the Hon'ble High Court finally passed in company petition No.135 of 1990

X. In view of the aforesaid and as all existing liabilities of the vendor as mentioned in the said Agreement dated 11<sup>th</sup>

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September 1989 have already been paid off by the vendor there is no further impediment in the vendor's completing the sale of the said jute mill in favour of the purchaser, which was until 6<sup>th</sup> March 2000 not possible in view of the various orders passed by the Hon'ble High Court at Calcutta from time to time restraining the vendors as also the purchaser from giving effect to the said Agreement dated 11<sup>th</sup> September 1989.

Y. The purchaser has called upon the vendor to complete the transfer of the said jute unit in terms of the said agreement dated 11<sup>th</sup> September, 1989.

Z. The purchaser has agreed to purchase the said jute unit on "as it is where it is basis".

AA. The purchaser has also agreed to pay and bear the municipal rates and taxes in respect of the said jute unit on and from 13<sup>th</sup> September, 1989 when the possession of the said jute mill was handed over by the vendor to the purchaser.



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BB. The purchaser has agreed that the purchaser has no claim whatsoever as against the vendor and shall also not make any claim against the vendor in future on any account whatsoever.

CC. The purchaser by the letter dated 24<sup>th</sup> April, 2000 has expressed its desire to get conveyance and/or transfer of a portion of the said jute unit (hereinafter for the sake of convenience referred to as the "said property") in its favour for a consideration of Rs. 50,00,000/- (Rupees Fifty Lacs only).

DD. The said property has been described in the draft deed of conveyance annexed to the said letter and is also fully described in the Schedule written hereinbelow and is butted and bounded in **RED** ink in the map or plan annexed hereto.

EE. The purchaser by its said letter has also nominated Raigarh Properties Private Limited having its registered office at 16-A, Palace Court, 1, Kyd Street, Calcutta 700016 as its nominee and/or assignee to get the conveyance



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and/or transfer of the balance portion of the said property at a consideration of Rs. 35,00,000/- (Rupees Thirty Five Lacs only) to be paid by the said nominee and/or assignee to the vendor.

FF. The vendor is now willing to complete the sale of the said jute unit in terms of the agreement for sale dated 11<sup>th</sup> September, 1989 and in the manner as indicated in the purchaser's said letter dated 24<sup>th</sup> April, 2000.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. 50,00,000/- (Rupees Fifty Lacs only) duly paid on or before the execution of these presents to the vendor by the purchaser (the receipt where of the vendor doth hereby as also by memorandum of consideration hereunder written admits and acknowledges and on and from the payment of the same quits, releases and discharges the purchaser as also the said property hereby intended to be sold, transferred and/or conveyed), the vendor abovenamed doth hereby grant, sell,

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transfer, convey, assign and assure unto and in favour of the purchaser bovenamed all that the said property shown and delineated in **RED** borders in the map and plan annexed hereto and more fully described in the Schedule hereunder written and the structures including portions of the factory premises standing thereon and the plant and machinery embedded at the said factory premises free from all encumbrances, mortgages, charges, liens, claims, demands, liabilities, acquisition, requisition, alignments and trusts whatsoever, but together with all permanent employees and workers of the vendor engaged in or in relation to the said jute unit with effect from 13<sup>th</sup> september 1989 and the accrued and future gratuity liability to be discharged to the taken over workers, junior and senior officers on their retirement or otherwise on termination of their services payable under the Payment of Gratuity Act, 1972 for the entire period of service with the vendor and the purchaser as and when it becomes payable.

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OR HOWSOEVER OTHERWISE the said property or any part or portion thereof now or are or heretofore were or was situated, tenanted, butted, bounded, called, known, numbered, described, and distinguished.

TOGETHER WITH all structures, walls, yards, compounds, areas, ways, sewers, drains, water, water courses and all manner of connections and the right of all paths and passages leading to the said property and the benefits and advantages of all ancient or otherwise rights, easements and benefits appertaining to the said property and all privileges and appurtenances whatsoever in the said property or any part thereof belonging to or in any wise appertaining thereto or with the same and every part thereof or known as part or parcel thereof or shall hold, use, occupy or enjoy or repute to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and also the rents, issues and profits of the said property and all the estate, right, title, interest, demand, inheritance,

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use, property, claim and demand whatsoever both at law and in equity of the vendor unto and in any manner concerning the said property and every part thereof.

TOGETHER WITH all deeds, pattas, muniments, writing, and evidences of title and other documents in any wise exclusively relating to or concerning the said property or any part thereof and which now are or hereafter shall or may be in the custody, power or possession of the vendor or any other person from whom the vendor can or may procure the same without any action or suit at law or in equity.

TO HAVE AND TO HOLD the said property situated on the land fully described in the Schedule hereunder written which are hereto sold, granted, conveyed, transferred or otherwise assured and confirmed or expressed or intended so to be unto and to the use of the purchaser absolutely and for ever without any manner of condition, use trust and other things whatsoever to alter, divide, encumber or make void the same and free from all encumbrances, mortgages,

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charges, lien, lis pendens, claims, demands, liabilities, acquisitions, alignments and trusts whatsoever.

AND THE VENDOR doth hereby covenant with the purchaser abovenamed as follows that:

1. Notwithstanding any act, deed, matter or thing whatsoever by the vendor or any predecessor -in-title of the vendor made, done or executed or knowingly suffered to the contrary, the vendor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted, sold, conveyed, transferred without any manner of condition, use trust or other things whatsoever to alter, divide, encumber or make good the same.

2. Notwithstanding any such act, deed matter or thing whatsoever as aforesaid, the vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey and transfer the said property hereto granted, sold, conveyed and transferred or expressed or intended so



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to be unto and to the use of the purchaser in the manner aforesaid and according to the true intent and manner of these presents.

3. The purchaser shall and may from time to time and at all time hereafter peacefully and quietly hold, possess and enjoy the said property hereto granted, sold, conveyed and transferred and also exclusively receive the issues, rents and profits of the said property without any lawful eviction, interruption, hindrance, claims of demands whatsoever from or by the vendor or any other person or persons having or lawfully or equitably claiming any estate or interest or right in the said property.

4. The purchaser is free and clear and freely and clearly and absolutely acquitted, exonerated, released and discharged by and at the costs and expenses of the vendor and well and sufficiently indemnified of from and against all manner of claims, charges, mortgages and encumbrances whatsoever



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made, suffered, created, done, executed or occasioned by the vendor or any other person or persons whomsoever lawfully or equitably or rightfully claiming any interest or estate or right as aforesaid.

5. The said property is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or the Estate Duty Authorities or other Government Authorities under the public Demands Recovery Act or any other acts or laws whatsoever and that there is no certificate case or proceeding pending against the vendor for realisation of the arrears of income tax or other taxes or dues under the public Demands Recovery Act and / or any other acts for the time being in force and that the said property is not affected by any notice or scheme for requisition or acquisition or alignment of any of the Government authorities or any other public body or authority whatsoever.

6. No declaration has been made or published for requisition

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*[Signature]*



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or acquisition of the said property or any part thereof under the Land Acquisition Act or any other Act for the time being in force and that the same or any part thereof is not affected by any notice of acquisition or requisition under the Defence of India Act or Rules framed thereunder or any other Acts or enactments whatsoever.

7. And the Vendor doth hereby also covenant with the purchaser that the vendor and all other persons having or lawfully or equitably claiming any estate, right, title or interest trust property claim and demand whatsoever in the said property hereby sold, conveyed, granted and transferred or any part thereof from under or in trust for vendor shall and will from time to time and at all times hereafter at the requests and costs of the purchaser do and execute or cause to be done and executed all such acts deeds matters and things whatsoever for further better and more perfectly assuring the same and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required.



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And the purchaser doth hereby covenant with the vendor abovenamed as follows that :

I. The purchaser is purchasing the said property on "as it is and where it is basis".

II. The purchaser shall pay and bear all the municipal rates and taxes in respect of the said property as well as the balance portion of the said Jute unit on and from 13<sup>th</sup> september, 1989 on which date the possession of the said jute unit in its entirety was handed over to the purchaser by the vendor and vendor shall have no liability whatsoever on that account from 13<sup>th</sup> september, 1989 and the purchaser hereby indemnifies and agrees to save the vendor harmless against any liability on that account.

III. The purchaser has engaged and shall engage all permanent employees and workers of the vendor engaged in or in



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relation to the said juit unit with effect from 13<sup>th</sup> september 1989 and shall pay and bear the accrued and future gratuity liability to be discharged to the taken over workers, junior and senior officers on their retirement or otherwise on termination of their services payable under the Payment of Gratuity Act, 1972 for the entire period of service with the vendor and the purchaser.

IV. The purchaser hereby agrees that the purchaser has no claim whatsoever against the vendor and the purchaser further agrees that in future it shall not make any claim against the vendor on any account whatsoever.

**The schedule above referred to :**

ALL THAT the piece or parcel of Land, admeasuring about 5.31 Acre or 2.15 Hectare, more or less, TOGETHER WITH all buildings and structures standing there on, with in the Municipal limits of Raigarh, in Gram : Banjipali, Patwari Halka No.13, Revenue Inspector's Division : Raigarh I, Tehsil and District : Raigarh, in the State of Madhya



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Pradesh and delineated on the map or plan annexed here to and bordered " RED" there on and butted and bounded as follows:

ON THE NORTH : By land of Kirodimal Trust.

ON THE EAST : By land of Raigarh properties pvt. Ltd.,

ON THE WEST : Partly by Sarangarh Road and partly by land of Raigarh properties pvt. Ltd.,

ON THE SOUTH : By land of Raigarh properties pvt. Ltd.,

IN WITNESS WHEREOF the vendor and the purchaser have put their respective hands and seals the day month and year first above written.

Dulakhecha.

Raigarh



(24)

SIGNED, SEALED AND DELIVERED By  
the Vendor abovenamed at Raigarh  
in the presence of :

1. 

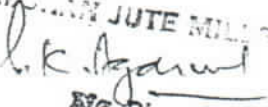
2.   
9.10.2000

SIGNED, SEALED AND DELIVERED By  
the Purchaser abovenamed at Raigarh  
in the presence of :

1. 

2.   
9.10.2000

ENCARNI JUNE & TRADING MARKS LTD.  
  
EXECUTIVE DIRECTOR

For M.C. JUTE MILLS LTD.  
  
Dir, Director/Director



(25)

Memo. of Consideration

1. One Cheque drawn on State Bank of Indore, Brabourne Road Branch, Calcutta - 1, Rs. 2,50,000/-
2. One Cheque drawn on State Bank of Indore, Brabourne Road Branch, Calcutta - 1, Rs. 1,50,000/-
3. One Cheque No. 051955, dt. 11.9.1989 drawn on State Bank of Indore, Brabourne Road Branch, Calcutta, Rs. 21,00,000/-
4. One Cheque No.189456, dt. 12.5.2000 drawn on State Bank of Travancore, Main Branch, Calcutta, - 71, before the execution of these presents, Rs. 5,00,000/-

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P. K. Jagan



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- |         |   |                         |
|---------|---|-------------------------|
| 5.      | One Cheque No.256051,dt: 14.7.2000<br>drawn on Union Bank of India,<br>Overseas Branch, Calcutta, -1, before<br>the execution of these presents,    | Rs. 5,00,000/-          |
| 6.      | One Cheque No.415210,dt. 26.7.2000<br>drawn on State Bank of Travancore,<br>Main Branch, Calcutta, - 71, before<br>the execution of these presents, | Rs. 5,00,000/-          |
| 7.      | One Cheque No.415226,dt. 16.8.2000<br>drawn on State Bank of Travancore,<br>Main Branch, Calcutta, - 71, before<br>the execution of these presents, | Rs. 5,00,000/-          |
| 8.      | One Cheque No.290554,dt. 30.8.2000<br>drawn on Union Bank of India,<br>Overseas Branch, Calcutta, - 1, before<br>the execution of these presents,   | Rs. 5,00,000/-          |
| TOTAL : |   | Rs.50,00,000/-<br>===== |

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*[Signature]*

(27)

( Rupees Fifty Lakha only )

SIGNED, SEALED AND DELIVERED By  
the Vendor abovenamed.

*P. M. Rakhecha*  
EXECUTIVE DIRECTOR  
*P. M. Rakhecha*

WITNESS :

1. *[Signature]*  
P. D. CHARAN *for* Late Visai Devi Chandra  
Mohan Jute Mills Ltd  
Raigarh.
2. *[Signature]* 2000  
Laxmi Prasad  
Thawat S/o  
Late Chakradhar  
Thawat  
Rangudi para  
Raigarh.

Drafted by me,  
MAGAN JUTE & TEXTILE MILLS LTD.  
*P. M. Rakhecha*  
EXECUTIVE DIRECTOR  
(P. M. RAKHECHA)  
09-10-2000.



सत्यप्रतिलिपि  
*[Signature]*  
उप पंजीयक

रायवाड़  
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P. K. Agrawal

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 सहायक पंजीयक  
 रायगढ़ (छत्तीसगढ़)  
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 अन्य शुल्क

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