

7500

भारत सरकार, कानपुर  
THE FOOD CORPORATION OF INDIA, KANPUR

L/CAG/accts/2003-04/1020

22-6-2005

To,  
The Joint Manager (A/Cs),  
Food Corporations of India,  
Regional Office,  
LUCKNOW

Sir,

Kindly refer to your office letter No. I/COA/3/2004-05/38 dt. 28-4-05 regarding observations of CAG Auditors on the Accounts of corporation on certain points. At sl. No. 5 it has been pointed out by the CAG Auditors that title deeds/Gazettee Notifications for land purchased/acquired by corporation for construction of godowns/office/Building/staff quarters have not been produced before the Auditor.

In this connection it is to inform that conveyance deed in respect of FSD Chandari transferred by Govt. of India to FCI has already been submitted to Dy. Manager (Stg.), F.C.I. R.O., Lucknow, through Registered post vide Lr. No. E.9(CH)/sanahayakar/86 dt. 11-9-90. Regarding purchase of land at Stawah & submission of sale deed it is also intimated that the copy of sale deed has already been sent to R.O., Lucknow vide Letter No. 2750 dt. 5/6-11-73. (photo copy of letter enclosed).

End. 2+22

Copy to:

The Dy. Manager (Stg.), FCI, R.O., LUCKNOW  
for information. 2 copies of above documents

The Asst. Manager (Stg.) FCI, Dist. Al. Kanpur

etc 13

Yours faithfully

Sd/-  
DISTRICT MANAGER

Sd/-  
DISTRICT MANAGER

13

757

DRAFT CONVEYANCE DEED

This indenture made this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and sixty seven between the President of India hereinafter referred to as "The President" (which expression shall unless excluded by or repugnant to the context include his successor or successors in office and assigns) of the One part and the Food Corporation of India a body corporate established under the Food Corporation Act (37 of 1964) and having its registered office at New Delhi hereinafter referred to as "the Corporation" (which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part.

Whereas the President has agreed with the Corporation for the sale to the Corporation for the sum of Rs.2,03,37,500/- (Rs. Two crores three lacs thirtyseven thousand five hundred and only) the property known as the Central Foodgrain Storage depot of the Ministry of Food, Agriculture, C.D. & Co. (Department of Food), Govt. of India, at F.S.D., Chandari with all buildings, erections structures, equipments, fixtures and fittings free from encumbrances together with his right, title and interest in the properties described in the first schedule and interest second schedule hereunder written in the manner hereinafter appearing,

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Rs.2,03,37,500/- (Rs. Two crores three lacs thirtyseven thousand five hundred and only) paid by the Corporation to the President on or before the execution of these presents (the receipts whereof the President hereby acknowledges) the President as beneficial owner both hereby grant, transfer, convey, assign and assure unto the Corporation all that piece or parcel of land at Chandari which is more fully described in the first schedule hereunder written and with boundaries thereof for greater accuracy has been delineated in the plan annexed to these presents and thereon coloured \_\_\_\_\_ TOGETHER WITH ALL RIGHTS, EASEMENTS AND APPURTANANCES whatsoever to the said land belonging or appertaining and all buildings structures, fixtures and fittings thereon or therein (list of the principal portion whereof is set out in the Second Schedule hereunder written) cut houses and all other erections

758

12

11/3/21

and all paths, passages, wells, trees, woods, fences, head  
 ditches ponds, sewers, drains, railways-ridings, railway  
 tracks, railway stations, railway platforms and appurtenances  
 thereto, belonging or in any wise appertaining or therewith  
 usually hold, occupied, enjoyed, reputed or known as part of  
 parcel thereof or appurtenant thereto, all the estate, right,  
 title and interest, property claim hereby conveyed and trans-  
 ferred unto the Corporation or expressed or intended so to be  
 or any part or parts thereof ( hereinafter referred to as " the  
 said property and premises" ) and all debts pottahs, exemptions  
 and instruments of title whatsoever exclusively relating to  
 the said property and premises which are now in the possession  
 of the President or any person or persons from whom he can  
 procure the same without any action or suit TO HAVE AND TO HOLD  
 the said property and premises herein comprised and hereby  
 granted conveyed, transferred, assigned and assured or intended  
 so to be as aforesaid with his and every of his rights unto  
 the Corporation absolutely and for ever according to the respec-  
 tive natures and tenures thereof free from all encumbrances  
 whatsoever.

Subject always to the exceptions and reservations here-  
 inafter contained that is to say, the President excepts and  
 reserves unto himself all mines, minerals and coal, goldwashing  
 earth oils and quarries in or under the said land fully describ-  
 ed in the first schedule hereunder written and full right and  
 power at all times to do all acts and things which may be  
 necessary or expedient for the purpose of searching for, work-  
 ing, obtaining, removing and enjoying the same without provid-  
 ing or leaving any vertical support for the surfaces of the  
 said land described in the first schedule hereunder written  
 or for any building for the time being standing thereon provi-  
 ded always that the president shall make reasonable compen-  
 sation to the Corporation for all damage directly occasioned  
 by the exercise of the rights hereby reserved or any of them.

The President both hereby covenant with the Corpora-  
 tion as follows:-

- i) The President has not any anytime done or knowingly  
 omitted or suffered any act, deed or thing whereby he is in any  
 way prevented or restrained from transferring the said proper-  
 ty and premises unto the Corporation in the manner aforesaid.
- ii) The interest which the President professes to transfer  
 subsists and he has good right and full power to grant convey,  
 transfer, assign and assure, the said property and prem.

21-20

155

hereby conveyed and transferred unto the Corporation and every part thereof and to hold and enjoy the said property and premises without any interruption, claim or demand whatsoever by the President or any person or persons claiming through under or in trust for him freed and discharged from or otherwise by the President sufficiently indemnified against all and all manner of encumbrances, claims and demands whatsoever created, occasioned, suffered or made by the President.

iii) The President and every person or persons having or lawfully claiming through or under the President any estate, title or interest into or upon the said property and premises hereby conveyed and transferred unto the Corporation or any party thereof shall and will at all times hereafter upon every reasonable request and at the cost of the Corporation make do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said property and premises unto the Corporation in the manner and subject as aforesaid as shall or may be reasonable required.

iv) The President has agreed to bear the stamp duty, if any chargeable on these presents.

The first schedule above referred to:

\* Rs. 6,22,870/- As per annexure-II

The second schedule above referred to:

\* Rs. 1,97,14,632/- as per annexure- II.

In witness whereof Sri \_\_\_\_\_ for and on behalf of the President of India has hereunto set and subscribed his hand the day and year first above written.

Signed and delivered by Sri \_\_\_\_\_

(Name & Designation)  
for and on behalf of the President of  
India

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

- \* Particulars of lands should be given here.
- \* Particulars of buildings, structures etc. to be given here.

CHANDARY (KANPUR) CENTRE

ANNEXURE - I

CERTIFICATE

This is to certify that the particulars  
furnished in first and second schedule in the draft  
Conveyance used are correct.

*[Signature]*  
DISTRICT MANAGER  
FOOD CORPORATION OF INDIA  
KANPUR.

COUNTERSIGNED BY:

DY. MANAGER (STO)  
F.C.I. REGIONAL OFFICE  
LUCKNOW

SR. REGIONAL MANAGER  
FOOD CORPORATION OF INDIA  
LUCKNOW

Copy No. 203/2001

5 RS



1

सं. १-आय नंबर २०३/२००१ का उपयोग के लाया गया है।  
 जिसकी पीस पर = पीस नं. १२ बुच नं. १८ के द्वारा दिनांक -  
 \* \* \*

2750 5RS



2

30-3-2001 को जमा की जा चुकी है, जिसके द्वारा प्रकृत  
लेख 3444/73 को नगद जारी की गई है। तारीख 2-4-2001

30

\_\_\_\_\_ *AS* \_\_\_\_\_

75

वही नम्बर १ - दस्तावेज का सिलसिला का नम्बर 3444

| प्लॉट का नाम |      | और परचम का नाम | नाम का पार | प्लॉट का नम्बर | प्लॉट का क्षेत्रफल | प्लॉट का मालिक | प्लॉट का मालिक |
|--------------|------|----------------|------------|----------------|--------------------|----------------|----------------|
| 3000         | 3000 | 3000           | 3000       | 3000           | 3000               | 3000           | 3000           |

Sale deed - This deed of sale is made this third day of November 1973 by Col. K.K. Choudhry s/o Matadin Choudhry, Krishna Popal Choudhry s/o Matadin Choudhry, Bal Krishna s/o Hari Krishna Choudhry, Sushil Krishna Choudhry s/o Hari Krishna Choudhry, all residents of Etawah, hereafter called the 'Vendors' of the one part, and Food Corporation of India, a statutory corporation constituted under the Food Corporation Act 1964 having its Head office at New Delhi represented through Sri Srinivas Rao, Senior Assistant Manager (General), District office at 14/79 Civil Lines, Kanpur, hereinafter called the 'Purchaser' of the second part. WHEREAS the vendors are Bhoomichars of Kharn plots no. 405 to 413 384 to 388 situated at V. Sunderpur, Tehsil and District Etawah having an area of about 22 acres and whereas the vendors have agreed to a sale of an area of 5.483 acres of land fully described in the schedule annexed hereto and whereas in respect of this property hereby sought to be transferred, litigations had been launched by Suresh Chandra Ruan Krishna and Prava Krishna Choudhry and whereas the above named Col. K.K. Choudhry has also filed a suit against his brothers for partition of joint property and whereas both the suits aforesaid have now been withdrawn and a compromise between the litigating parties have been arrived at whereby it has been agreed that none has any objection to the disposal of land by the vendors who are recorded Bhoomichars of the land subject to the condition that the sale proceeds of the land will not be paid to the vendors but would be deposited with the collector, Etawah, and this amount will be distributed

Photo Copy Attested  
S.R.  
ETAWAH



750

127

वही नम्बर १—दस्तावेज का खिलसिले का नम्बर 3444 मुम्बई

| गोदा और वीर एच बगवत का निष्ठा बर्तन वस्तुवैज में है (सेक्ट ११ बगवत एम् १८०५ ई० की दफा २१) |                       |            |  | भागों की किस्म और मात्तियत | हस्ताक्षर के मात्तियत |
|---|-----------------------|------------|--|----------------------------|-----------------------|
| खिले का नाम   | तहसील और परतने का नाम | बाग का नाम | उप बागदार के दुसरे सेक्ट ११ बगवत एम् १८०५ ई० की दफा २१ के अनुसार और वारीयत तकमील |                            |                       |
|   |                       |            |  |                            |                       |

वस्तुवैज की प्रकृत

to the vendors according to the agreement and settlement whereby the vendors have agreed to sell the above said land and 8,000 sq. ft. more in addition to the price of taxes standing thereon the value of which has been agreed between the parties at Rs. 25,000/- per annum made by Revenue authorities. Now this sale witnesses and parties hereby agree on December 1, 1930 in consideration of the price of Rs. 61,114/- which sum the purchaser has deposited with the collector, Etawah the vendors hereby transfer to and assign to the purchaser all the property described in schedule annexed here to and inserted Red in the plan attached here to hold the same to the purchaser as Bhoornidhar of the land. 2. The vendors hereby covenant with the purchaser that the property hereby sold is free from all encumbrances, attachments, charges, claims and demands etc. and the vendors have done nothing whereby the property may be subject to any attachment or lien of any court or person whatsoever. 3. That the property business demarcated at the spot and the possession thereof has been delivered to the purchaser. 4. That the purchaser hereby covenants with the vendors as follows - (1) That the entire purchase money amounting to Rs. 61,114/- will be deposited with the collector, Etawah for payment of the same according to the settlement and agreement reached among the vendors about the amount each one of them will get. (2) That on payment of the amount according to their agreement the vendors will have no claim against the purchaser, P. R. V. D. E. - always and it is hereby agreed that wherever such an interpretation

PHOTO COPY Attested

| मोहा और स्वीटा उम कायदा का निष्पत्ता कर्तव्य दस्तावेज नं १ (पैज १, यापन सन १९०६ ई० की क्ला २१) |                 |               |   |
|--|-----------------|---------------|---|
| विक्रेता का नाम  | और परचने का नाम | प्रापक का नाम | उक्त सा-आक के मुताबे कीरे पैज ११ यापन सन १९०६ ई० की क्ला २१ के अन्तगत और लागू तर्कनीय |
|  |                 |               |   |

दस्तावेज की नकल

It is requisite to give the fullest possible scope and effect to any covenant contained, the expressions "Vendor" and "Purchaser" herein to be used include their respective heirs, legal representatives, executors and assignees. (iii) And the sellers do also hereby agree to indemnify and keep indemnified the purchaser from and against all claims, damages, costs or expenses, which he may sustain or incur by reason of any litigation and or any claim being made by any body whatsoever, in respect of any arrears of taxes or cesses due thereon. IN WITNESS WHEREOF the parties hereto have signed this deed on the date mentioned against their respective signatures. VENDERS 1. Krishna Gopal Chaudhary 3-11-73 2. K. K. Chaudhary 3-11-73 3. Bal Krishna Chaudhary 3-11-73 4. Suddha Krishna Chaudhary 3-11-73 PURCHASER WITNESS 4. 11/11/73 2-99-63 DETAILS OF PROPERTY SOLD - Land measuring 5.483 acres situate at Village Sanderpur, Tehsil and District ETawah, Khasra Plate Nos. as in Schedule I hereunder as below and detailed in Red in the plan attached hereto: EAST: Vendors' plots no. 404 connected as 405, 409, part 415 part 384 part and 417 part, WEST: Plots 379, 382, 383 and 385, Road, South Plot no. 389, Rasta, NORTH: Vendor's Plot no. 419. DETAILS OF SALE CONSIDERATION: Rs. 43864/- for land measuring 5.483 acres. Rs. 12250/- value of trees and one Kolha. Total Rs. 61114/- Deposited with the Collector, Etawah for payment with the terms of this deed. SCHEDULE The details of the property purchased by the Food Corporation of India and sold by Sri K. K. Chaudhary, K. K. Chaudhary, Bal Krishna and

प्रीत १०० पी० पी०-१०१, सॉर्टि० मी० नं०-१२५०, राजस्थान फॉर्म नं० (१)-१००० (दिल्ली प्रांत)

1010 Copy attached  
S. R.  
ETAWAH

799

129

वही नम्बर १-दस्तावेज का सिखसिले का नम्बर 3444

| मीन और ग्रीस चय प्राप्तार का प्रिक्का वर्धन वस्तावेज के त् (देवट १५ गजत सन् १९०० ई० की ट्का २१) |                        |            |   | पामले की क्तिम कीर माग्धित | रदाय के माग्धित |
|---|------------------------|------------|---|----------------------------|-----------------|
| अिले का नाम   | गह्नीस और परगले का नाम | गजत का नाम | एक माग्धार के द्वारे धीरे देवट १५ गजत सन् १९०० ई० की दत्ता २१ के अन्सार और शारीक तरुमीस |                            |                 |
|   |                        |            |   |                            |                 |

वस्तावेज की नकल

Sudhir Kishore Chaudhary, residents of Etawah City. The same is shown in schedule II attached in Red Column x x x x x x x x x x

| Sl. No | KHASRA PLOT | AREA (Ragha) in acres. | The whole or in part | Vill. Sunderpur Teh. Etawah |
|--------|-------------|------------------------|----------------------|-----------------------------|
| 1      | 406         | 0-51                   | whole Area           | "                           |
| 2      | 407         | 0-71                   | "                    | "                           |
| 3      | 408         | 0-14                   | "                    | "                           |
| 4      | 409         | 0-30                   | in part              | "                           |
| 5      | 410         | 0-15                   | "                    | "                           |
| 6      | 411         | 0-40                   | "                    | "                           |
| 7      | 412         | 0-08                   | "                    | "                           |
| 8      | 384         | 1-14                   | "                    | "                           |

| Sl. No | KHASRA PLOT | AREA (Ragha) in acres. | The whole or in part           | Vill. Sunderpur Teh. Etawah |
|--------|-------------|------------------------|--------------------------------|-----------------------------|
| 1      | 385         | 0-54                   | whole area                     | "                           |
| 2      | 386         | 0-63                   | "                              | "                           |
| 3      | 387         | 0-14                   | "                              | "                           |
| 4      | 388         | 0-66                   | "                              | "                           |
| 5      | 417         | 0-70                   | in part                        | "                           |
| 6      | 418         | 0-26                   | whole area                     | "                           |
| 7      | -           | 6-36                   | TOTAL LAND REVENUE IS Rs. 10/- | Rs. 10/- (Rajin Sir only)   |

The actual area measured and demarcated at site is only 5.483 acres while as per revenue record the same area has been shown as 6.36 acres. The measurement of 5.483 acres, the area purchased out of the above noted plots is accepted by owners. The following numbers of trees and one Kotta standing over the above land have also been purchased by the Food Corporation of India.



