

04560/11

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(F-5815)

05815



V/CM-1263/11

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 114805

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

830

15/6/2011

9/11/2011

Rs. 11,13,333/-

Rs. 11,13,333/2

R.S. Dag-61
4A = Part of 10K

Additional Registrar
of Assurances & Kolkatta
7-7-11

104

DEED OF CONVEYANCE
(The Property Valued at Rs. 5,50,000/-)

THIS DEED OF CONVEYANCE is made on this 15th day of June in the year Two Thousand and Eleven (2011) of the Christian Era.

NPPL + MIDIK + MADHUR

01-10-20

BETWEEN

1) SMT. KALPANA MONDAL, wife of Late Sundar Mondal 2) MINOR TAPAS MONDAL, son of Late Sundar Mondal, 3) MINOR AKASH MONDAL, son of Late Sundar Mondal, Sl No-2 & 3 are being represented by their natural guardian and mother SMT. KALPANA MONDAL 4) PRITI MONDAL, daughter of Late Sundar Mondal, all by faith - Hindu, Sl No- 1 & 4 are by occupation - House hold work and Sl No- 2 & 3 are by occupation - Student, all are residing at Village- Atghara, Post- Sonarpur, P.S.- Sonarpur, District- 24Pargana(s), hereinafter jointly called and referred to as the "VENDORS", (which expression shall unless excluded by or repugnant to the contrary shall be deemed to mean and include his heirs, successors, executors, administrators, agents and assign etc) of the ONE PART.

250

9)

100/-

No. 676 Rs. Date 02/06/11

Name.....

Address.....

Vender Sn.....

Alipore Collectory
South 20 Parganas



SANJAY KUMAR JAIN
ADVOCATE
9, OLD CHINA BAZAR STREET
KOLKATA-700001

SANJAY KUMAR JAIN
ADVOCATE
9, OLD CHINA BAZAR STREET
KOLKATA-700001

(Signature)
(KRISHNA MODI)



2982 ✓

Nortech Property Pvt. Ltd.

MIRIK PROPERTY PVT. LTD.

MADHUR ENCLAVE PVT. LTD.

(Signature)
Authorised Signatory.

(Signature)
15/6/2011

IDENTIFIED BY ME :-

(Signature)

MD MAHFUZ TAKRIM

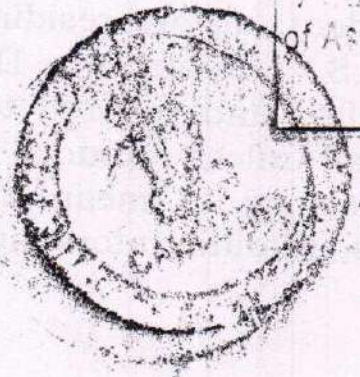
B. Sc. SPL. B.A. (Double) M.A. LL. B. C. V. R.

Advocate, Surveyor Valuer Real Estate Manager

Sr. Law Officer

EDEN GROUP

6C, Elgin Road, Kolkata-20



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of Assurances-I, Kolkata
15 JUN 2011

AND

1) "M/S. NORTECH PROPERTY PVT. LTD.", 2) "M/S. MIRIK PROPERTY PVT. LTD.", 3) "M/S. MADHUR ENCLAVE PVT. LTD.", the companies incorporated under the provisions of the Companies Act, 1956 having their registered office at 6C, Elgin Road, 4th floor, Kolkata- 700020, hereinafter jointly called and referred to as the "**PURCHASERS**" being represented by its authorized signatory **SHRI KRISHNA MODI**, son of Shri Deokinandan Modi (which expression shall unless excluded by or repugnant to the subject or context shall include their successors in interest, agents and assign etc) of the **OTHER PART**.

WHEREAS during the Revisional Survey Settlement Records of Rights in 1956, 82 Decimals of land had been recorded in the name of one **SHRI BHUPATI POREL**, son of Late Ramesh Porel in respect of R.S. Dag No. 161 under R.S. Khatian no. 75, in Mouza-Nayabad, Pargana- Khaspur, R.S. No-3, J.L. No-25, Touzi No-56, P.S.-Purba Jadavpur and the said record had been finally published in the records of rights i.e. in Parcha and thus he became the absolute owner of the said property.

AND WHEREAS while the said **SHRI BHUPATI POREL**, son of Late Ramesh Porel had been enjoying the right, title, interest and possession in respect of .82 Decimals of land lying under R.S.Dag No. 161 under R.S. Khatian no. 75 in Mouza-Nayabad, sold, conveyed and transferred a demarcated portion of land measuring more or less 10 Kattahs to ~~one~~ **1) SHRI SANTI MONDAL, 2) SHRI SUNDAR MONDAL, 3) SHRI RABIN MONDAL, 4) SHRI GOPAL MONDAL, 5) SHRI LALU MONDAL @ SANYASI, 6) SHRI BADAL MONDAL**, all sons of Late Rajen Mondal by way of a 'Deed of Conveyance' which was registered in the office of the D.S.R. Alipore on 17/07/1981 and duly recorded in Book No- I, Volume No.- 288, pages in written- 165 to 168, Being no- 8403 and for the Year 1981.

2983C

ପ୍ରୋକ୍ସି କମ୍ପାନୀ
ବ: କଲକତ୍ତା

[SELF AS KALPANA MONDAL
AND NATURAL GUARDIAN
AND MOTHER OF MINOR
TAPAS MONDAL & MINOR
AKASH MONDAL]

2984C

ପ୍ରୋକ୍ସି କମ୍ପାନୀ
ବ: କଲକତ୍ତା

IDENTIFIED BY ME:

MD MAHFUZ TAKRIM
B. Sc. SPL. B.A. (Double) M.A. LL. B. C. V. R.
Advocate, Surveyor Valuer Real Estate Manager
Sr. Law Officer
EDEN GROUP
6C, Elgin Road, Kolkata-20

Additional Registrar
of Assurances-I, Kolkata
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AND WHEREAS while the said **SHRI SUNDAR MONDAL** had been enjoying the right, title and possession in respect of his undivided share of land in respect of schedule property, appertaining to R.S. Dag no- 161 under R.S. Khatian no- 75 in Mouza- Nayabad, died intestate and leaving behind his wife **SMT. KALPANA MONDAL**, two sons namely **MINOR TAPAS MONDAL**, **MINOR AKASH MONDAL** and one daughter namely **PRITI MONDAL**. As a result thereof, the said **SMT. KALPANA MONDAL**, **MINOR TAPAS MONDAL**, **MINOR AKASH MONDAL** and **PRITI MONDAL** finally became the joint owners in respect of their undivided share of land in respect of 'Schedule property'.

AND WHEREAS thus the said 1) **SMT. KALPANA MONDAL**, 2) **TAPAS MONDAL (MINOR)**, 3) **AKASH MONDAL (MINOR)**, 4) **PRITI MONDAL**, became the joint owners in respect of the 'Schedule property'.

AND WHEREAS while the said 1) **SMT. KALPANA MONDAL**, 2) **TAPAS MONDAL (MINOR)**, 3) **AKASH MONDAL (MINOR)**, 4) **PRITI MONDAL**, the vendors herein had been enjoying the right, title, interest and possession in respect of their undivided shares i.e. **measuring more or less 1 Kattah 10 Chittaks 30 Sqft** appertaining to R.S.Dag No. 161 under R.S. Khatian no.75 in Mouza-Nayabad, agreed to sale the 'Schedule property' and the Purchasers have agreed to purchase the said land fully described in the schedule hereunder written and herein after called the said land at a price of **Rs.5,50,000/- (Rupees Five Lakhs and Fifty Thousand only)** which is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.

AND WHEREAS while the said SHRI SUNDAR MONDAL had
been enjoying the right title and possession in respect of the
undivided share of land in respect of schedule property
pertaining to R.S. Dag no- 101 under R.S. Khata no- 75 in
Kolkata (referred to as interest and being held by the
SMT. KALPANA MONDAL, two sons namely MINOR TAPAS
MONDAL, MINOR AKASH MONDAL and one daughter namely
SMT. PRIYANKA MONDAL. As a result thereof, the said SMT. KALPANA
MONDAL, MINOR TAPAS MONDAL, MINOR AKASH MONDAL
and SMT. PRIYANKA MONDAL finally became the joint owners in respect
of their undivided share of land in respect of schedule property.

AND WHEREAS (i) the said SMT. KALPANA MONDAL, (ii)
TAPAS MONDAL (MINOR), (iii) AKASH MONDAL (MINOR), (iv)
SMT. PRIYANKA MONDAL, became the joint owners in respect of the
schedule property.

[Handwritten signature]

AND WHEREAS while the said SMT. KALPANA MONDAL, (ii)
TAPAS MONDAL (MINOR), (iii) AKASH MONDAL (MINOR), (iv)
SMT. PRIYANKA MONDAL, the vendors herein had and enjoyed the
right title interest and possession in respect of their respective

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AND WHEREAS the Vendors have assured and represented unto the Purchasers as follows:

- 1) The Vendors are having permanent heritable and transferable rights in the said land and are jointly seized and possessed of and / or otherwise well and sufficiently entitled to the land and is entitled to deal with transfer the said land without any restriction, dispute, denial, claim or obligation from any body else.
- 2) The schedule undivided land is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions and alignments.
- 3) The Vendors have duly paid all rates, land revenues, municipal taxes including all other impositions and/or outgoings payable in respect of his share of land up to the date of execution of the "Deed of Conveyance".
- 4) The Vendors have not received and are not aware of any notice of acquisitions or requisition or alignments of the said land or any part thereof and no suit or proceedings relating to the said land has been initiated and /or is pending in any court of law and the said land is free from any encumbrances.
- 5) The Vendors have not entered into any agreement with any third party for sale or otherwise in respect of the Schedule undivided share of land or any portion thereof.
- 6) The Schedule land has not been given for agriculture to any "CHASI", "BHAGCHASI" and /or any "JOTEDAR".
- 7) That the Schedule land is **Sali** in nature.

AND WHEREAS the Vendors have assured and represented
that the Purchasers as follows:
1) The Vendors are having permanent heritable and
exclusive rights in the said land and are jointly and
severally and / or otherwise well and sufficiently entitled to
the land and is entitled to deal with the same and
without any restriction, dispute, denial, claim or obligation in
any way else.

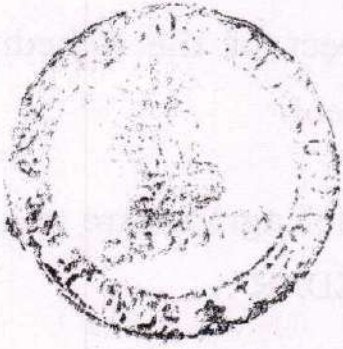
2) The schedule undivided land is free from all encumbrances,
charges, mortgages, disputes, liabilities, responsibilities,
restrictions and obligations.

3) The Vendors have duly paid all taxes, land revenue,
stamp duty, cesses including all other impositions and
charges payable in respect of the share of land up to the date
of execution of the Deed of Conveyance.

4) The Vendors have received and are not aware of any
notice of objections or requisitions or allegations of the
land or any part thereof and no suit or proceedings relating to
the said land has been filed and for is pending in any court
of law and the said land is free from any encumbrances.

[Handwritten Signature]

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AND WHEREAS the Purchasers are being satisfied as to the marketability of the schedule land and Vendor's right, title and interest therein, the Purchasers have agreed to purchase the schedule undivided land and pay the aforesaid consideration money to the Vendors in the manner and on the terms & conditions hereinafter appearing.

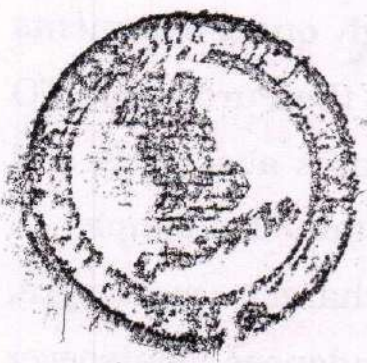
NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the said sum of **Rs.5,50,000/- (Rupees Five Lakhs and Fifty Thousand only)** paid by the Purchasers to the Vendors at or before the execution of these presents (the receipt of which the Vendors hereby admit and acknowledged and discharged the Purchasers & the schedule land). The Vendors hereby sell, convey, transfer, grant, assure and assign to and unto the Purchasers, the SAID LAND fully described in the schedule hereunder written and hereinafter and before called the "SCHEDULE LAND" TOGETHER WITH all the legal incidents thereof AND also all deeds, Pattas and porchas, title deeds exclusively relating thereto AND also with all rights, privileges, easements, rents, issues and profits and yield thereof AND all the estate right, title, interest, property claim and demand whatsoever of the Vendors into and upon the said premises AND all other benefits and rights appertaining thereto AND various rights in all approaches, paths, passages thereto TOGETHER WITH all its rights, liberties, privileges, easements and quasi-easements whatsoever at law and in equity to and unto the Purchasers TO HAVE AND TO HOLD the same in equal shares absolutely and forever as heritable and transferable estate in simple in possession, free from all encumbrances charges, mortgages, acquisitions, requisitions, alignments, lispences whatsoever but subject to payment of annual land revenue (Khajna) thereof now payable to the Government of West Bengal.

... the purchase are being satisfied as to the
... of the schedule land and Vendor's right, title and
... the Purchasers have agreed to purchase the
... undivided land and pay the amount consideration
... the Vendor in the manner and on the terms &
... appearing

... THE INTERESTED PARTIES that in pursuance of the
... and in consideration of the sum of Rs. 50,000/- (Rupees Fifty Thousand only)
... the Purchasers to the Vendor at or before the
... of these presents (the receipt of which the Vendor
... and discharged the Purchasers
... the Vendor hereby sell, convey, transfer,
... and assign to and unto the Purchasers the SAID
... in the schedule parcel mentioned herein written and
... called the "SCHEDULED LAND"
... and also all the legal incidents thereof and also all
... and powers thereto exclusively relating
... and all rights, privileges, easements, tenures,
... AND all the same right,
... and profits and gains thereof AND all the same right,
... claim and demand whatsoever of the
... and all other liabilities

✓

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THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS as follows:

I) The right, title and interest in the land of the said premises which the Vendors do hereby profess to transfer and that the Vendors have the absolute right, full power and absolute authority to grant, sell, convey transfer unto the Purchasers, ownership entitlements, rights, title and interest in the said undivided land together with the benefits and rights in the manner aforesaid including rights to easements thereof in the manner aforesaid.

II) The Purchasers shall have absolute authority to sell, transfer, assign, mortgage and /or let out the said land or any part thereof and the Purchasers shall have the right to mutate its names in respect of the said land and to construct building or buildings with the prior sanction or approval of the concerned authority.

III) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon to hold use and enjoy the said land and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendors and their predecessors-in-title or any person or persons claiming through under or in trust for the Vendors and free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

1. The right, title and interest in the land in the said deed of sale and the Vendor's share in the absolute title shall be free from all mortgages, charges, liens, claims, demands, encumbrances, rights, title and interest in the said land together with the benefits and profits thereon and the Vendor shall indemnify the Purchaser in respect of the same.

2. The Vendor shall have absolute authority to sell, transfer, assign, mortgage and let out the said land or any part thereof and the Purchaser shall have the right to acquire the same in respect of the said land and to construct buildings or buildings with the sanction or approval of the concerned authority.

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3. It shall be lawful for the Purchaser from time to time and at all times hereafter to hold the said land as aforesaid and to receive the same and to enjoy the same and to do all things necessary and proper for the purpose of the said deed of sale.

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IV) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers and from time to time make do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the schedule land together with the benefits and rights hereby granted unto the Purchasers.

V) The Vendors have not done any act, deed or thing or made any grant whereby or by reason whereof the transfer of land hereby made and the rights of the Purchasers hereunder may be prejudicially affected.

VI) That the Vendors hereby further declare that the Schedule mentioned property or any part thereof was / is not affected by any provisions of West Bengal Land Reforms Act or West Bengal Land Requisition & Acquisition Act, 1948 or Land Acquisition Act, 1894 or West Bengal Land Regulation Act or if any other provision or any other Act or Acts.

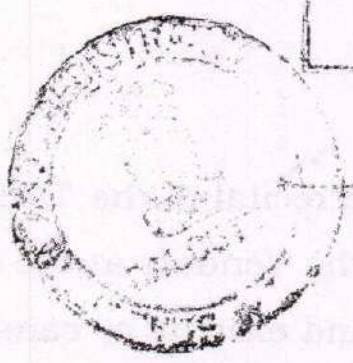
VIII) That if any error or omission in the recital of the 'Deed of Conveyance', transpires at a later date, the Vendors at the cost and request of the purchaser shall do and execute or cause to be done or executed any 'Deed of Rectification' in favour of the Purchaser.

VI. The Vendor shall from time to time and at all times
be liable upon every reasonable request and at the cost of the
Purchaser and from time to time make do, arrange, execute
and perform all such further and other lawful and
reasonable acts, deeds, matters and things whatsoever for
the better and more perfect assurance of the said land
together with the benefits and rights hereby granted unto the
Purchaser.

VII. The Vendor have not done any act, deed or thing or make
any grant whereby or by reason whereof the transfer of land
hereby made and the rights of the Purchaser hereunder may
be prejudicially affected.

VIII. That the Vendor hereby further declares that the benefits
mentioned property or any part thereof was / is not affected by
any provisions of West Bengal Land Reforms Act or West Bengal
Land Acquisition & Acquisition Act, 1958 or Land Acquisition
Act, 1955 or West Bengal Land Reforms Act or any other
provision or any other law.

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IX. That if any error or omission in the above instrument
hereby made, corrected at a later date, the date of the
instrument shall be the date of the instrument and the
date of execution of the instrument shall be the date of the
instrument.

SCHEDULE PROPERTY

ALL THAT piece and parcel of **undivided land** measuring more or less **1 Kattahs 10 Chittaks 30 Sqft** together with a tile shed structure of 100 Sqft situated within **Mouza - Nayabad**, Pargana- Khaspur appertaining to **R.S. Dag no - 161** under **R.S Khatian no - 75**, Touzi no- 56, J.L. No. 25, R.S. No- 3 under **K.M.C. Ward No-109, Police Station- Purba Jadavpur**, District- 24 Pargana (S), together with all rights, title, interest, possession, claim, demand, profits, ingress and egress rights, easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and more fully shown in the copy of annexed plan delineated in the **"RED VERGE"** which is butted and bounded as follows:-

NORTH--- Land of R.S.Dag No-161 and 20 ft wide road.

SOUTH--- 12 ft wide road and Land of R.S.Dag No-158.

EAST--- 8 ft wide common passage, Land of plot no-1 & 3 and Land of R.S.Dag No-160.

WEST--- Land of R.S.Dag No-161.