

## AND

1) "M/S. NORTECH PROPERTY PVT. LTD." holder of P.A.N.-AACCN 0602N, 2) "M/S. MIRIK PROPERTY PVT. LTD." holder of P.A.N.-AAECM 1860B, 3) "M/S. MADHUR ENCLAVE PVT. LTD." holder of P.A.N.-AAECM 1851C, 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

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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.

AND WHEREAS thus the said SHRI GOPAL MONDAL became the joint owner in respect of his undivided share of land 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, and he has been enjoying the right, title and possession in respect of the same.

AND WHEREAS while the said SHRI GOPAL MONDAL, the vendor herein had been enjoying the right, title, interest and possession in respect of his undivided share 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. 9,00,000/- (Rupees Nine Lakh only) which is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments.

**AND WHEREAS** the Vendor has assured and represented unto the Purchasers as follows:

1) The Vendor is having permanent heritable and transferable rights in the said land and is 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.

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- 2) The schedule undivided land is free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions and alignments.
- 3) The Vendor has 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 Vendor has not received and is 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 Vendor has 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.

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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 Vendor 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. 9,00,000/- (Rupees Nine Lakh only) paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt of which the Vendor hereby admit and acknowledged and discharged the Purchasers & the schedule land). The Vendor 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 Vendor 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, lispendences whatsoever but subject to payment of annual land revenue (Khajna) thereof now payable to the Government of West Bengal.

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## THE VENDOR DO HEREBY COVENANT WITH THE PURCHASERS as follows:

- I) The right, title and interest in the land of the said premises which the Vendor do hereby profess to transfer and that the Vendor has 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 Vendor and their predecessors-in-title or any person or persons claiming through under or in trust for the Vendor and free and clear from and against all manner of encumbrances, mortgages, charges, trust, liens and attachments whatsoever.

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IV) The Vendor 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 Vendor has 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 Vendor has 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 Vendor 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.

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## 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.

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IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hand and seal on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

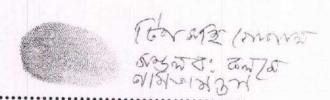
at Kolkata in the presence of:

1.

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

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SIGNATURE OF VENDOR

Nortech Property Put. Ltd.

Mirik Property Pvt. Ltd.

Madhur Enclave I vices

SIGNATURE OF PURCHASERS

Drafted by me as per information & instruction furnished by the parties.

ADVOCATE

...MD. MAHFUZ TAKRIM Advocate & Valuer High Court, Calcutta

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