

5302/10

③

D-7082/10

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

V/C No - 1668/10

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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.

G 997845

R.S. Dag - 161

Additional Registrar  
of Assurances - Kolkata  
22-7-10

At 07-50 P.m. 4A = Part of 10K

NO - 11677/10  
etc 12.7.10

**DEED OF CONVEYANCE**

(The Property Valued at Rs. 3,66,667/-)

THIS DEED OF CONVEYANCE is made on this <sup>12th</sup> day of July in the year Two Thousand and Ten (2010) of the Christian Era.

NPPLT MIRIKT MADHUR

01-10-20

**BETWEEN**

**SHRI BADAL MONDAL**, son of Late Rajen Mondal, by faith - Hindu, by occupation - Business, residing at Nayabad, Post-Mukundapur, P.S.- Purba Jadavpur, Kolkata-700 099, District-24 Pargana(s), hereinafter called and referred to as the "**VENDOR**", (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**.



17 JUN 2010

No 5693 Rs 1007 Date.....

Name.....

Address.....

Vendor's Name.....

SARBOJIT GHOSH  
High Court, Calcutta  
Advocate

Alipore Collectory

24 (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z)

~~SUBHANKAR DAS  
STAMP VENDOR  
Alipore Police Court  
Kolkata-700027~~

*(Handwritten signature)*

(KRISHNA MODI)

3431

NORTECH PROPERTY (P) LTD.

MIRIK PROPERTY PVT. LTD

MADHUR ENCLAVE (P) LTD.

*(Handwritten signature)*  
Authorized Signatory.



3432

47401 57401

Identified by me

*(Handwritten 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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12 JUL 2010



**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, 4<sup>th</sup> floor, Kolkata- 700020, hereinafter jointly called and referred to as the "**PURCHASERS**" (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 and possession in respect of the said .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-



... THE COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 ...  
... THE COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 ...  
... THE COMPANY INCORPORATED UNDER THE COMPANIES ACT, 1956 ...

THE OTHER PART

WHEREAS during the Provisional Survey Settlement ...  
Rights in 1956, 82 Decimals of land had been retained ...  
name of one SHRI SHUBHAT KORNEL, son of late ...  
in respect of P.S. No. 101 under R.S. ...  
P.S. No. 101 under R.S. ...  
land No. 4-2 P.S. ... and the said record ...  
is published in the records of rights ...  
he became the absolute owner of the said property.

AND WHEREAS ... the said SHRI SHUBHAT KORNEL ...  
... had been ... the said ...  
... in respect of the said 82 Decimals of land ...  
... under R.S. No. 101 under R.S. ...  
... and constituted a demarcated ...  
... on or less ...  
... SHRI SHUBHAT KORNEL ...  
... SHRI SHUBHAT KORNEL ...

*[Handwritten signature]*

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165 to 168, Being no- 8403 and for the Year 1981 as delineated in the map or plan annexed therein.

**AND WHEREAS** the said **SHRI BADAL MONDAL** has been enjoying the right, title, interest and possession in respect of his  $1/6^{\text{th}}$  undivided shares i.e. **measuring more or less 1 Kattahs 10 Chittaks 30 Sqft** appertaining to R.S.Dag No. 161 under R.S. Khatian no.75 in Mouza-Nayabad.

**AND WHEREAS** while the said **SHRI BADAL MONDAL**, the vendor herein has been enjoying the right, title, interest and possession in respect of his  $1/6^{\text{th}}$  undivided shares i.e. **measuring more or less 1 Kattahs 10 Chittaks 30 Sqft** out of said 10 Kattahs of land appertaining to R.S.Dag No. 161 under R.S. Khatian no.75 in Mouza-Nayabad, has decided to sell out the same and on negotiations with the Purchasers herein, the Vendor has agreed to sell 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.3,66,667/- (Rupees Three Lakhs Sixty Six Thousand Six Hundred and Sixty Seven 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 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.

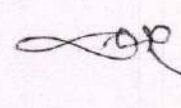


... to 158, being nos. 8-03 and for the year 1951 as  
mentioned in the copy of abstract therein.

AND WHEREAS the said SHRI BADAL MONDAL has been  
exercising the right, title, interest and possession in respect of the  
said undivided share in measuring more or less 1 Acre and  
10 Centas of land appearing to R. S. Das No. 101, being  
No. 101, Dahanu on 15 in Moha-Nayab.

AND WHEREAS while the said SHRI BADAL MONDAL has  
certainly been exercising the right, title, interest and  
possession in respect of his 1/5th undivided share in  
measuring more or less 1 Acre and 10 Centas of land  
appearing to R. S. Das No. 101, being No. 101, Dahanu  
No. 101, Dahanu on 15 in Moha-Nayab, has decided to sell the  
said share and on negotiations with the Purchaser has agreed to  
sell the same and the Purchaser has agreed to purchase the  
said share and the land fully described in the schedule  
herein written and herein after called the said land at a  
price of Rs. 3,00,000/- (Rupees Three Lakh only) which is the  
highest price offered and sixty seven only which is the  
highest price offered, charges, mortgages, liens,  
incumbrances, restrictions, encumbrances,

AND WHEREAS the Vendor has assumed and represented that  
the Purchaser is as follows:  
1) The Vendor is having permanent title and ownership  
rights in the said land and is jointly owned and possessed by  
himself and his wife and is entitled to the said land  
and to exercise well and sufficiently entitled to the said land  
and to deal with the said land without any  
restriction, lien, mortgage, charge or obligation from any person



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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".

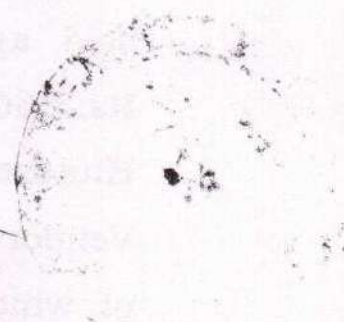
7) That the Schedule land is **Sali** in nature.

**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.3,66,667/- (Rupees Three Lakhs Sixty Six Thousand Six Hundred and Sixty Seven 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 Purchaser & the schedule land). The Vendor hereby sell, convey, transfer, grant, assure and assign to and



The Vendor has duly provided...  
in respect of his share of...  
of the Vendor has not received...  
of the Vendor has not entered into any agreement...  
of the Vendor has not been given for...  
of the Vendor has not been given for...  
of the Vendor has not been given for...



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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, lispences whatsoever but subject to payment of annual land revenue (Khajna) thereof now payable to the Government of West Bengal.

**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 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.



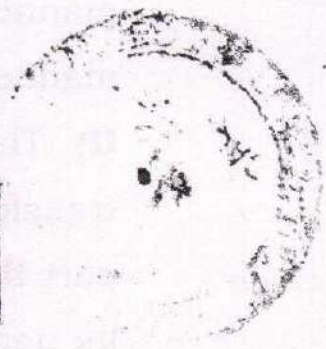
... the Vendor, the SAID LAND ...  
... written and hereinafter and below ...  
... TOGETHER WITH all ...  
... AND also all ...  
... AND also all ...  
... AND all the ...  
... of the Vendor ...  
... AND all other ...  
... AND various ...  
... TOGETHER WITH all ...  
... and also ...  
... TO HAVE AND TO HOLD ...  
... forever ...  
... transferable ...  
... but subject ...  
... and ...

THE VENDOR DO HEREBY COVENANT WITH THE PURCHASERS as follows:

1. The right title and interest in the land of the ...  
... which the Vendor do hereby ...  
... that the Vendor have the absolute right full power and ...  
... authority to grant sell convey transfer and the ...  
... property ...  
... included land ...  
... and ...

*[Handwritten signature]*

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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.

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 Purchaser hereunder may be prejudicially affected.

VI) That the Vendor 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.

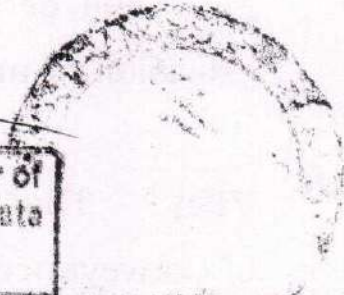
VIII) That if any error or omission in the recital of the 'Deed of Conveyance', transpires at a later date, the Vendor at the cost and request of the purchaser shall do and execute or cause to be done or executed any 'Deed of Rectification' in favour of the Purchaser.



The sale deed is valid and the purchaser is bound to take the same as it is not necessary to enquire into and upon its validity and the sale deed and every part thereof and to receive the same and profits thereof without any reservation or condition of title of the vendor and the purchaser. The purchaser is bound to take the same as it is not necessary to enquire into and upon its validity and the sale deed and every part thereof and to receive the same and profits thereof without any reservation or condition of title of the vendor and the purchaser.

BYO

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12 JUL 2010**





**SCHEDULE PROPERTY AS ABOVE**  
**REFERRED TO (SAID LAND)**

**ALL THAT** piece and parcel of **undivided** property measuring more or less **1 Kattahs 10 Chittaks 30 Sqft** together with a tiled 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.

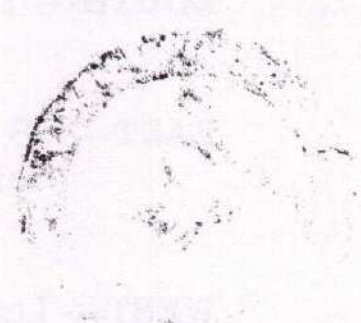
**EAST**--- 8 ft wide common passage, Land of plot no-1 & 3 and Land of R.S.Dag No-160.

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



SCHEDULE PROPERTY AS ABOVE  
REFERRED TO (SAID LAND)

ALL THAT piece and parcel of undivided property measuring  
... of less than 1 Acre is situated in District of ...  
... of 100 Sq. Yards situated within ...  
... belonging to R.E. Das ...  
... No. 109, Police Station ...  
... together with all things thereunto  
... and rights and appurtenances  
... and right way, water connection, telephone lines, etc.  
... and of overhead/beneath of the wall ...  
... in the copy of survey plan ...  
"RED VERGE" which is ruled and bounded as follows:  
NORTH - Land of R.E. Das No. 101 and 102 ...  
WEST - 12 ft wide road and Land of R.E. Das No. 102 ...  
... 10 ft wide common passage, Land of ...  
... and Land of R.E. Das No. 100.



*AR*

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Assurances - Kolkata  
12 JUL 2010



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. Anup Gupta  
532, Diamond Harbour Road  
Behala, KOLKATA-700034

2. *[Handwritten signature]*  
১৫২২৫৮ নং - ৫৩২ নং রাস্তা  
বাহলা কলকাতা - ৭০০০৩৪

*[Handwritten signature]*  
.....  
**SIGNATURE OF VENDOR**

3) *[Handwritten signature]*  
স্বাক্ষর, দিলকরকার  
(কলকাতা-৩২)

NORTECH PROPERTY (P) LTD.  
MIRIK PROPERTY PVT. LTD  
MADHUR ENCLAVE (P) LTD.  
*[Handwritten signature]*  
Authorized Signatory.

.....  
**SIGNATURE OF PURCHASERS**

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

*[Handwritten signature]*

.....  
**ADVOCATE**

**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