

01379

(21)

1-04454/12

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

भारत INDIA  
INDIAN NON JUDICIAL

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

L 341804

पश्चिम बंगाल WEST BENGAL

District Sub-Register-III  
Alipore, South 24-parganas  
21.02.2012

Handwritten notes: 14/02/12, 29/02/12, 05/12

**DEED OF CONVEYANCE**

(The Property Valued at Rs.1,50,000/=)

THIS DEED OF CONVEYANCE is made this 14<sup>th</sup> day of February, Two Thousand and Twelve (2012) A.D.

R.S. Darg-16

NRPL + MIRIK TO :

MADHUR  
01-05-25  
(Out of 02 - 15)

**BETWEEN**  
M/S NORTECH PROPERTY PRIVATE LIMITED, holder of P.A.N.-AACCN 0602N, 2) M/S MIRIK PROPERTY PRIVATE LIMITED, holder of P.A.N.-AAECM1860B incorporated under



No. 3185 Rs. 100/- Date 13/02/12

Name..... Sanjib Kr. Chosh. Adv.

Address..... Oriental House. 6E, E10

Vendor Sd/.....

Allpur Collectory  
24 Parganas (South)



Sanyay Jain



vet-840

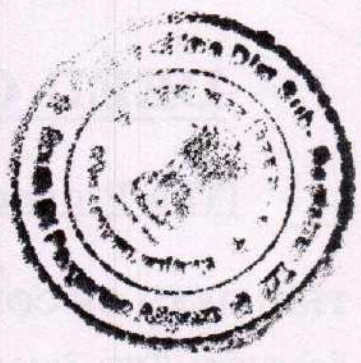
NORTECH PROPERTY PVT. LTD.  
MERIK PROPERTY PVT. LTD.

Sanyay Jain

Authorised Signatory.



vet-898



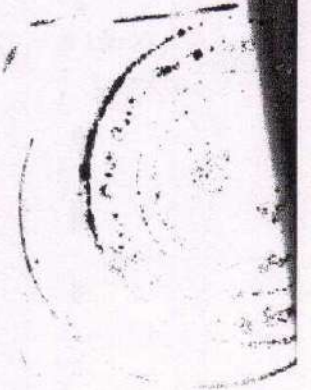
Krishna Modi

(KRISHNA MODI)

Identified by me,  
Sudip Kumar Guha  
Advocate  
Judge's Court, Howrah



14 FEB 2012



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ook  
ber  
o 2  
for



in Road  
4-20,

the provisions of the Companies Act, 1956, having its registered office at 6C, Elgin Road, Oriental House, 4<sup>th</sup> Floor, P.S.-Bhawanipur, Kolkata- 700 020, being represented by its Authorized Signatory being represented by their Authorized Signatories **SHRI SANJAY KUMAR JAIN**, son of Shree Dalam Chand Jain, holding the PAN-ACDPJ9830E, of 57, Diamond Harbour Road, P.S.-Ekbalpore, Kolkata-700023, hereinafter called and referred to as the "**PURCHASER**", (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, successors, agents, executors, administrators and assignees etc) of the **ONE PART.**

**AND**

'**M/S MADHUR ENCLAVE PVT LTD**', a Company incorporated under the provisions of the Companies Act, 1956, having its office at 6C, Elgin Road, Oriental House, 4<sup>th</sup> Floor, Kolkata-700020, being represented by their Authorized Signatory **SHRI KRISHNA MODI**, son of Deokinandan Modi, holding PAN-ACUPM7449P, hereinafter called and referred to as the "**VENDOR**", (which expression shall, unless excluded by or repugnant to the contrary, be deemed to mean and include their heirs, successors, executors, administrators, agents and assignees etc) of the **OTHER PART.**

**AND WHEREAS** the **M/S MADHUR ENCLAVE PVT LTD**' were the absolute owner and occupier of the land of **2 (two) Kattah, 15(fifteen) Sft**, situated in Mouza-Nayabad, Pargana-Khaspur, P.S.-Purba Jadavpur, J.L No-25, Touzi No-56, , under K.M.C. Ward No-109 appertaining to R.S. Dag No-160 under R.S. Khatian No 2, Borough-XII, within District South



the provisions of the Companies Act, 1956, having its  
registered office at 8C, Eight Road, Oriental House, 4th Floor,  
P. S. Bhowanipore, Kolkata-700 020, being represented by its  
authorized signatory being represented by their authorized  
signatory SHRI SANJAY KUMAR JAIN, son of Shri Datt  
Jain, holding the PAN-ACDR 30E, of 47, Bhowanipore  
Road, P. S. Bhowanipore, Kolkata-700 020, being  
called and returned to as the "PURCHASER", which  
expression shall, unless excluded by or referred to the  
context be deemed to mean and include its legal heirs,  
successors, agents, executors, administrators and assigns  
and of the OTHER PART.

AND

M/S MADHUR ENCLAVE PVT LTD, a Company  
incorporated under the provisions of the Companies Act,  
1956, having its office at 8C, Eight Road, Oriental House, 4th  
Floor, Kolkata-700 020, being represented by their authorized  
signatory SHRI K. A. MODI, son of Deshmukh Shri  
K. A. Modi, holding PAN-ACDR 30E, of 47, Bhowanipore  
Road, P. S. Bhowanipore, Kolkata-700 020, being  
called and returned to as the "PURCHASER", which  
expression shall, unless excluded by or referred to the  
context be deemed to mean and include its legal heirs,  
successors, agents, executors, administrators and assigns  
and of the OTHER PART.



14 FEB 2019  
M. S. Madhur Enclave Pvt. Ltd.  
Kolkata, West Bengal  
14 FEB 2019



24 Parganas, with the right, title, interest and possession over the said property, acquired by the deed of sale being no.-05805 for the Year 2008 from MILATI SARKAR, wife of Late Sachindra Nath Sarkar, being registered in the office of the A.R.A.-1, Kolkata on 29/05/2008 and duly recorded in Book No- I, C D Volume No-74, Pages in written 8296 to 8312, and the Vendor Company had been enjoying the said property in respect of its own and undivided share, paying their municipal taxes regularly in respect of aforesaid property, being free from all encumbrances, charges, liens, lispendens, attachments, trust whatsoever or howsoever and that the Owner are now absolutely seized and possessed of, or otherwise will sufficiently be entitled in respect of the aforesaid property of **2 (two) Kattah, 15(fifteen) Sft** land.

**AND FURTHER WHEREAS** now the said **VENDOR Company**, being agreed at the approach of the aforesaid **PURCHASER** Company, has decided to sell and transfer its own and undivided 2/3<sup>rd</sup> share, i.e, 1 (one) Cottah 5 (five) Chittack and 25(twentyfive) Sft land, more fully mentioned in the schedule below, out of 2 (two) Cottahs 15(fifteen) Sft, and on negotiations with the Purchasers herein, the Vendor has agreed to sell and the Purchaser has agreed to purchase the said **undivided land** of 1 (one) Cottah 5 (five) Chittack and 25(twentyfive) Sft, fully described in the schedule hereunder written and hereinafter called the said land at a price of **Rs.1,50,000/= (Rupees one Lakh fifty thousand) only** which is free from all encumbrances, charges, mortgages, disputes, lispendens, acquisitions, requisitions, alignments but subject to the obligation to pay and contribute annual land revenue to the concerned authority as hereinafter stated.



factories, with the right of usufruct and possession over  
the said property, acquired by the deed of sale being  
dated in the year 1908 from MILATI SARKAR, who of late  
Sarkar Nath Sarkar, being registered in the office of the  
M.A. Kollata on 29/02/2008 and duly recorded in the  
No. 13 Volume No-74, Pages in written 1328 to 8312, and  
the Vendor Company had been enjoying the said property  
in respect of its own and undivided share, paying all  
municipal taxes regularly in respect of the said property,  
being free from all encumbrances, charges, liens, mortgages,  
attachments, trust whatsoever or howsoever and that the  
Vendor now absolutely seized and possessed of or  
otherwise will sufficiently be enabled in respect of the said  
property of 2 (two) Katha, 15 (fifteen) Sit land.

AND FURTHER WHEREAS now the said Vendor  
Company, being agreed at the proposal of the purchaser  
PURCHASER Company, has decided to sell and transfer to  
own and undivided 2/3rd share, i.e. 1 (one) Katha 5 (five)  
Chitach and 20 (twenty) Sit land, more fully mentioned in  
the schedule of the said deed of sale, to the purchaser  
an agreement has been entered into between the Vendor  
Company and the purchaser, who has agreed to purchase the  
said undivided 2/3rd share of 1 (one) Katha 5 (five) Chitach and  
20 (twenty) Sit land, as mentioned in the schedule of the  
said deed of sale, and the purchaser called the said land at a price  
of Rs. 1,50,000/- (one lakh fifty thousand only), which is  
subject to the obligation to pay and discharge all  
land revenue to the concerned authority as hereinafter stated.



DR. J. K. ROY, J. D.  
District Magistrate, South 24 Parganas

14 FEB 2012



**AND FURTHER WHEREAS** relying on the said assurances and representation of the Vendors and believing the same to be correct and true, the Purchasers have agreed to complete the purchase of the demarcated land and pay the consideration money to the Vendors herein and have conveyance thereof.

**NOW THIS INDENTURE WITNESSES** that in pursuance of the said agreement and in consideration of the said sum of **Rs.1,50,000/= (Rupees one Lakh fifty thousand) only** already paid by the Purchasers to the Vendors at the time of execution of these presents (the receipt of which the Vendors hereby admitted and acknowledged), and the **VENDOR /OWNER** has accepted the sum to sell the land as fully described in the **SCHEDULE** hereunder and whereof the Vendors do hereby , as also by the receipt as per **MEMO OF CONSIDERATION** hereunder, write and admit, or acknowledge to have received herein as cost of the said land. And on and from the payment of the same the **VENDOR** hereby releases and discharges the said land along with his right , title, and interest to the **PURCHASER** forever and absolutely, with proportionate share of easement and all other right also forever, and the **VENDOR** confirms the same that as absolute owners the **VENDOR** do hereby indefeasibly grant, sell, convey, transfer, assure and assign to and unto the **PURCHASER ALL THAT the SAID LAND** fully described in the schedule hereunder written and hereinafter and **TOGETHER WITH** all the legal incidents thereof **AND** also all deeds, Pattas and porchas, title deed exclusively relating thereto **AND** also with all rights, privileges, easements, rents, issues and profits and yield thereof **AND** all the estate right,



OTHER WITNESSES relying on the said assurances  
of the Vendor and believing the same to  
be true and true the Purchaser have agreed to complete  
purchase of the designated land and pay the  
purchase money to the Vendor herein and have  
invested thereon.

NOW THIS INDENTURE WITNESSES that in pursuance of  
the said agreement and in consideration of the sum of  
Rs. 1,50,000/- (Rupees one Lakh Fifty thousand) only  
lawfully paid by the Purchaser to the Vendor at the time of  
execution of these presents (the receipt of which the Vendor  
herby admitted and acknowledged) and the VENDOR  
OWNER has accepted the sum to sell the land as fully  
described in the SCHEDULE hereunder and whereas the  
Vendor do hereby as also by the receipt as per MEMO OF  
CONDUCTION hereunder, write and admit or acknowledge  
to have received herein as cost of the said land. And as and  
from the payment of the same the VENDOR hereby releases



and discharge the same along with his right, title and  
claim to the said land forever and absolutely, with  
provision that he and all other right and  
claim and interest in the same that he has or shall  
have or shall lawfully or lawfully acquire, sell,  
convey transfer and assign to and unto the  
PURCHASER ALL THAT THE SAID LAND fully described in  
the schedule hereunder written and hereunder and  
TOGETHER WITH all the legal incidents thereon AND also all  
rights, claims, titles, debts, obligations, encumbrances, taxes,  
duties and profits and yield thereof AND all the estate rights

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with 24 Parganas



title, interest, property claim and demand whatsoever of the Vendors into and upon the said premises **AND** all other benefits and rights appertaining **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 hereby sold, conveyed, transferred unto and to the use of the **PURCHASER**, its heirs, executors and assignees and representatives absolutely and forever and forever as heritable and transferable estates, **FREE FROM ANY ENCUMBRANCES** charges, mortgages, acquisitions, requisitions, alignments, lispense whatsoever, free from all encumbrances, trust, liens, charges and attachments. The land is not a Debottor or Pirottor and not within the WAKF Estate.

**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, subsist and that the Vendors have good marketable title, the absolute right, full power and absolute authority to grant, sell, convey, transfer, assign, confirm, and assure unto the Purchasers, their respective ownership entitlements, rights, title and interest in the said undivided and proportionate share in the demarcated land together with the benefits and rights in the common portions, common passages and /or easements rights, electric connection, drawing of drainage, sewers, water & telephone connection and all other utility service lines, and paths, passages and all other rights and facilities in the said



...property claim and demand whatsoever of the  
...into and upon the said premises AND all other  
...rights appertaining AND various rights in all  
...passes thereto TOGETHER WITH all the  
...rights, privileges, easements and appurtenances  
...and in equity to and unto the Purchasers,  
...TO HAVE AND TO HOLD the same hereby sold, conveyed,  
...and to the use of the PURCHASERS as here  
...and assignees and representatives separately and  
...and forever as heretofore and transferable estate  
...FREE FROM ANY ENCUMBRANCES charges, mortgages,  
...liens, judgments, attachments, legal proceedings  
...whatsoever free from all encumbrances, trust, debts, charges  
...and attachments. The land is not a Debtor or Estate and  
...the within the WAKH Estate.

THE VENDORS DO HEREBY COVENANT WITH THE  
PURCHASERS as follows:



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South 24 Parganas  
14 FEB 2012



land hereunder granted, conveyed, transferred and assured unto the PURCHASER in the manner aforesaid.

**II)** The Vendor will 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 said premises together with the benefits and rights hereby granted unto the Purchasers as in the manner aforesaid.

**III)** The Vendor has not / shall 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.

**IV)** That the Vendor to the best of their knowledge hereby further states that the total schedule property or any part thereof was / is not effected by any provisions of West Bengal Land Reforms Act or West Bengal Land Acquisition Act or West Bengal Land Regulation Act or if any other provision or any other Act or Acts.

**V)** 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 purchasers shall do and execute or cause to be done or executed any 'Supplementary Deed' or 'Deed of Declaration' or 'Deed of Rectification' or whatsoever as shall be required by the Purchasers.



under granted conveyed transferred and assigned  
PURCHASER in the manner aforesaid.

The Vendor will from time to time and at all times hereafter  
every reasonable request and at the cost of the  
Purchaser and from time to time make up, acknowledge,  
rights and perform all such further and/or other lawful and  
reasonable acts, deeds, matters and things whatsoever in  
further better and more perfectly securing the said purchase  
together with the benefits and rights hereby granted unto the  
Purchaser as in the manner aforesaid.

(ii) The Vendor heretofore shall have not done any act, deed or  
thing or trade any grant whereby or by reason whereof the  
vestments of land hereby made and the rights of the Purchaser  
hereunder may be prejudicially affected.



REGISTRAR OF LAND ACQUISITION  
SOUTH 24 PARGANAS  
14 FEB 2012



**VI)** That the legal heirs of the VENDOR shall have no manner of claim since the execution of this Deed and the right, title and ownership of the scheduled property has been duly devolved upon the PURCHASER absolutely forever.

**VII)** That the VENDOR have not made any hypothecation registration and /or equitable mortgage or agreement with any bank or any Financial Companies and agreement for sale with the third person or persons relating to the scheduled mentioned property in any manner at any time.

**VIII)** That in case of any defect of the property or defect in marketable title of the VENDOR, if the PURCHASER suffer or sustain any loss, damage, costs, and expenses any time, the VENDOR and / or their legal heirs , assignees and their successors - in - interest shall be bound to indemnify and keep indemnified the PURCHASER and his legal heirs assignees and /or his successors -in - interest , with full compensation at any cost against such loss, damage, costs and expenses.

**IX)** THAT the VENDOR being physically well and mentally fit and of sound mind, without any provocation and with free consent and by going through the contents of this sale deed in favour of the PURCHASER and after realizing the same and accepting the consideration money, duly execute this DEED OF SALE as stated in the Schedule below which is absolutely FREE FROM ALL ENCUMBRANCES.

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



VI) That the legal heirs of the VENDOR shall have no manner of claim since the execution of this Deed and the right title and ownership of the scheduled property has been fully transferred upon the PURCHASER absolutely forever.

VII) That the VENDOR have not made any hypothecation, mortgage and/or equitable mortgage or agreement with any bank or any Financial Companies and government for sale with the third person or persons relating to the scheduled mentioned property in any manner at any time.

VIII) That in case of any defect of the property or defect in title which is the VENDOR, if the PURCHASER under or maintain any loss, damage, cost, and expenses any time, the VENDOR and / or their legal heirs, assignees and their successors - in - interest shall be bound to indemnify and keep indemnified the PURCHASER and his legal heirs assignees and / or his successors - in - interest, with full compensation at any cost against such loss, damage, cost and expenses.



Registered : 14  
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14 FEB 2012

WHEREAS the Vendor has assented and consented with the purchaser as follows:



- 1) The Vendors having their permanent heritable and transferable rights and marketable title in the said land and are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the land and are entitled to deal with transfer the said demarcated land without any restriction, dispute, denial, claim or obligation from any body else.
- 2) The said demarcated land is free from all encumbrances, charges, mortgages, disputes, lispendens, acquisitions, requisitions and alignments.
- 3) 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 lispendense.
- 4) The Vendors have not entered into any agreement with any third party for sale or otherwise in respect of the schedule demarcated land or any portion thereof.
- 5) That the Schedule land is without any otherwise possession such as BARGADAR or BHAGCHASI therein.

**THE PURCHASER DOETH HFEREBY COVENANT WITH THE VENDORS AS FOLLOWS ;-**

- I) THAT on the strength of this DEED OF CONVEYANCE the Purchasers in this deed will have absolute



The Vendor having their permanent heritable and  
absolute rights and marketable title in the said land and  
absolutely seized and possessed of and/or otherwise well  
sufficiently entitled to the land and are entitled to deal  
with the said demarcated land without any  
restriction, dispute, denial, claim or obligation from any body

The said demarcated land is free from all encumbrances,  
charges, mortgages, leases, liens, mortgages, mortgages,  
restrictions and alignments.

The Vendor have not received and are not aware of any  
notice of acquisition or requisition or alignment of the said  
land or any part thereof and no suit or proceedings relating to  
the said land has been instituted and/or is pending in any  
court of law and the said land is free from any encumbrance.

The Vendor have not entered into any agreement with any  
third party for sale of the said demarcated land.  
The Vendor are not aware of any other person who has  
possession or control of the said demarcated land.



THE PURCHASER BOTH HEREBY COVENANT WITH THE  
VENDOR AS FOLLOWS:

L. J. van der Merwe  
Registrar of Deeds  
Pretoria 24

19 FEB 1919

THAT the strength of this DEED OR COVENANT  
in this deed will have absolute