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S/ 2104 S/1856



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

S 096546

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

*[Signature]*  
 District Sub-Register  
 Howrah

27-02-14

03 MAR 2014

**DEED OF SALE**

Valued at Rs.1,91,00,000/-

Police Station Liluah

District Howrah.

**THIS DEED OF SALE** made this 27<sup>th</sup> day of February

Two Thousand fourteen (2014), A.D. **BETWEEN**

**M/S.MANIKANT PRIVATE LIMITED** (CIN U17100MH1951

PT008404) A Company incorporated under the Indian

Companies Act VII of 1913 and an existing Company under














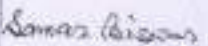











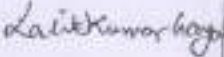










*[Signature]*  
 Director  
 (Arun Mehta)

MANIKANT PRIVATE LTD.  
*[Signature]*  
 Director  
 (Arun Mehta)

7/11/14 - 380/14  
 27-02-14  
 27-02-14  
 27-02-14



### FORM FOR TEN FINGER IMPRESSION

Sl. No.	Picture & Signature of	Little	Ring	Middle (Left hand)	Fore	Thumb
	  (Anu Mehta)					
		Thumb	Fore	Middle (Right hand)	Ring	Little
						
	Signature of	Little	Ring	Middle (Left hand)	Fore	Thumb
	  Anas Biswas					
		Thumb	Fore	Middle (Right hand)	Ring	Little
						
	Signature of	Little	Ring	Middle (Left hand)	Fore	Thumb
	  Lalit Kumar					
		Thumb	Fore	Middle (Right hand)	Ring	Little
						

SALE DEED PLAN

IN RESPECT OF L. R. DAG NO. 1994; L. R. KHATIAN NO. 6748; MOUZA. LILUAH; J.L. NO. 12; COMPRISED WITH HOLDING NO. 2, NETAJI SUBHAS ROAD; WARD NO. 22 UNDER BALLY MUNICIPALITY; P.S. LILUAH; DISTRICT - HOWRAH.

SCALE: 1" = 40'-0"

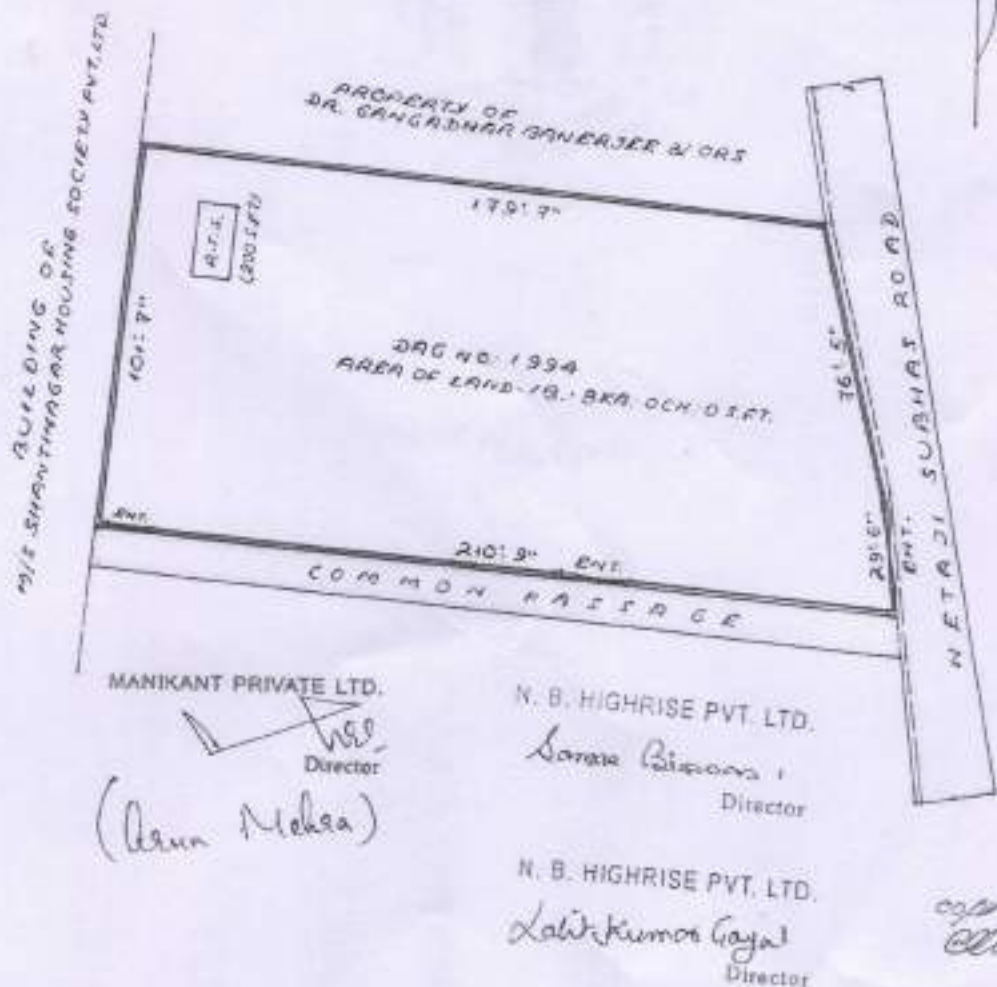
AREA OF LAND TO BE SOLD = 18. - 8 KA. 0 CH. - 0 S. FT.

SHOWN IN RED BORDER B

COMMON PASSAGE SHOWN IN YELLOW BORDER C

VENDOR :- MANIKANT PVT. LTD.

PURCHASER :- N. B. HIGHRISE PVT. LTD.



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
eChallan

GRN: 19-201314-000773782-1

GRN Date: 26/02/2014 14:38:17

BRN: CK40881122

Payment Mode: Online Payment

Bank: State Bank of India

BRN Date: 26/02/2014 14:58:37

DEPOSITOR'S DETAILS

Id No. : 0501L000004329/1/2014  
(Genl No./10000 Year)

Name : N.B.HIGH RISE PVT LTD  
Contact No. : 26559644 Mobile No. : +91 9433020548  
E-mail : nrupv1015@gmail.com  
Address : 10/19 GUHA ROAD GHUSURI HOWRAH-711107  
Applicant Name : D Sharma  
Office Name : D.S.R. HOWRAH, Howrah  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount( ₹)
1	0501L000004329/1/2014	Property Registration- Stamp duty	9030-03-103-003-03	250980
2	0501L000004329/1/2014	Property Registration- Registration Fees	9030-03-104-001-10	305178

In Words : Rupees Twenty Three Lakh Ninety Five Thousand One Hundred Seventy Eight only

Total 2305178



Government Of West Bengal  
Office Of the D.S.R. HOWRAH  
District: Howrah

Endorsement For Deed Number : I - 01856 of 2014  
(Serial No. 02104 of 2014 and Query No. 0501L000004329 of 2014)

On 27/02/2014

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 19.30 hrs on 27/02/2014, at the Private residence by Mr. Samar Biswas, one of the Claimants

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962),**

Execution is admitted on 27/02/2014 by

1. Mr. Arun Mitra  
Director, Manikant Pvt. Ltd., 39, Benbik Street, Thana: Hare Street, District: Kolkata, WEST BENGAL, India,  
By Profession : Business
2. Mr. Samar Biswas  
Director, N. B. High Rise Pvt. Ltd., Ghusuri, 10/19, Guha Rd., Thana: Maipanchghais District: Howrah, WEST BENGAL, India,  
By Profession : Business
3. Mr. Lalit Kumar Goyal  
Director, N. B. High Rise Pvt. Ltd., District: Howrah, WEST BENGAL, India, .  
By Profession : Business  
Identified By - S. Singh, -son of Late B. K. Singh, 67, Arabinda Road, Thana: Golabari, District: Howrah, WEST BENGAL, India, . By Caste: Hindu, By Profession: Business.

( Satiprasad Bandopadhyay )  
DISTRICT SUB-REGISTRAR OF HOWRAH

On 28/02/2014

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),  
Finance Department, Govt. of WB**

Registration Fees Rs. 3,25,298/- paid online on 26/02/2014 2:58PM with Govt. Ref. No. 192013140007737821 on 26/02/2014 2:38PM, Bank: State Bank of India, Bank Ref. No. CK40881122 on 26/02/2014 2:58PM, Head of Account: 0030-03-104-001-16, Query No:0501L000004329/2014

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs -2,95,69,566/-

Certified that the required stamp duty of this document is Rs - 2069880/- and the Stamp duty paid as Impressive Rs - 100/-

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance  
Department, Govt. of WB**

( Satiprasad Bandopadhyay )  
DISTRICT SUB-REGISTRAR OF HOWRAH

03/03/2014 11:57:00

EndorsementPage 1 of 2



Government Of West Bengal  
Office Of the D.S.R. HOWRAH  
District:-Howrah

Endorsement For Deed Number : I - 01856 of 2014  
(Serial No. 02104 of 2014 and Query No. 0501L000004329 of 2014)

Stamp duty Rs. 20,60,880/- paid online on 25/02/2014 2:58PM with Govt. Ref. No. 192013140007737821 on 26/02/2014 2:38PM, Bank: State Bank of India, Bank Ref. No. CK40881122 on 26/02/2014 2:58PM, Head of Account: 0030-02-103-003-02, Query No:0501L000004329/2014

( Satiprasad Bandopadhyay )  
DISTRICT SUB-REGISTRAR OF HOWRAH

On 03/03/2014

**Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number - 23, 4 of Indian Stamp Act 1899.

( Satiprasad Bandopadhyay )  
DISTRICT SUB-REGISTRAR OF HOWRAH

03/03/2014 11:57:00

( Satiprasad Bandopadhyay )  
DISTRICT SUB-REGISTRAR OF HOWRAH  
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 6  
Page from 5153 to 5189  
being No 01856 for the year 2014.



*[Handwritten signature]*

(Satiprasad Bandopadhyay) 03-March-2014  
DISTRICT SUB-REGISTRAR OF HOWRAH  
Office of the D.S.R. HOWRAH  
West Bengal

*[Handwritten mark]*



the Companies Act, 1956 having its registered office at No.15, Mathew Road, Fort, Maharashtra, Mumbai 400004 and having its Calcutta Branch office at No.39, Bentinck Street, Police Station Hare Street, Calcutta, being represented by its one of Director **MR. ARUN MEHRA** (PAN AAYPM9301J) son of Late Jagdish Chand Mehra, as per resolution passed by the Board of Directors of the Company dated 28<sup>th</sup> June, 2011 hereinafter referred to and called as the **OWNER /VENDOR** (which terms shall mean and include unless excluded by or repugnant to the context be deemed to mean and includes its successors or successors-in-office, legal representatives and assigns) of the **ONE PART** ;


**A N D**

**N.B.HIGH RISE PVT. LTD**, (CIN U70109WB2011 PTC 167952) a company registered under Indian Companies Act, 1956 represented by its Directors namely (1) **SAMAR BISWAS**(PAN AGTPB9833H) son of Late Surendra Nath Biswas and (2) **LALIT KUMAR GOYAL**(AENPG8120N) son of Sri Bajrang Lal Goyal having its registered office at 10/19, Guha Road, Ghusuri, P.S. Malipanchghora, District-Howrah hereinafter jointly referred to and the called as the **PURCHASER/VENDEE** (which terms

shall mean and include unless excluded by or repugnant to the context be deemed to mean and includes their respective successors or successors - in - office and legal representatives and assigns) of the **OTHER PART** ;

**WHEREAS** the vendor is the absolute owner and occupier of property comprised within Bally Municipal holding No.2, Netaji Subhas Road, Post Office - Liluah, Police Station Liluah, Ward No.22 (old), District Howrah, which is also corresponding to L.R.Dag No.1994, L.R. khatian No. 6748, Mouja Liluah, J.L.No.12.

**AND WHEREAS** Originally one Bhagwandass Kalla and his co-sharers of 29, Clive Street (now 34, Netaji Subhas Road) in the Town of Calcutta obtained Mourashi Mokarari settlement right of the messuages tenements lands heriditaments and premises fully described in part I, II & III of the schedule "A" property written in the purchased Deed of M/S. Shanti Nagar Housing Society Private Limited duly executed by the vendor hereto measuring 5.87 acres comprised in various Dags and



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Khatians within Mouja Liluah, J.L.no.12, District Howrah which hereinafter referred to as the 'said properties' which Bhagwandass Kalla and his co-sharers obtained the same by virtue of several patta dated the 13<sup>th</sup> day of April, 1921 (registered on the 4<sup>th</sup> day of May, 1921 in the office of the Sub-Registrar of Howrah in Book No.1, volume No.13 at pages 248 to 251, Being No. 1193 for the year 1921) and the 21<sup>st</sup>. day of June, 1921 registered in the office of the Sub-Registrar of Howrah in Book No.1, volume No.16 at pages 270 to 273, Being No.1626 for the year 1921) and the 15<sup>th</sup> day of January, 1927 (registered on the 19<sup>th</sup> day of January, 1927 in the office of the Sub-registrar of Howrah in Book No.1, volume No.6, at pages 143 to 146 , Being no. 143 for the year 1927).


**AND WHEREAS** said Bhagwandass Kalla and his son by virtue of two deeds of conveyance dated 13<sup>th</sup> day of August, 1935 acquired the share of other co-sharers in the aforesaid property and thus Bhagwandass Kalla and his son became the absolute owner and occupier of the 'said properties' comprised in various Dags and Khatians

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within Mouja Liluah, J.L. no. 12, District Howrah which is more fully and better described in the purchased Deed of M/S. Shanti Nagar Housing society Pvt. Ltd. It be mentioned here that share of Bhagwandass Kalla therein being  $3/4^{\text{th}}$  and the share of Gobordhandass Kalla and Bulakidass Kalla being  $1/8^{\text{th}}$  each.

**AND WHEREAS** by virtue of an agreement dated 14<sup>th</sup> day of February, 1947 followed by Deed of Sale dated 31<sup>st</sup>. day of October, 1950 the said Bhagwandass Kalla and his co-sharers delivered possession of the "said properties" to said M/S. Kalla Properties and Industrial Corporation Limited.

**AND WHEREAS** the said purchaser viz. M/S. Kalla Properties and Industrial Corporation Limited after such purchase made and completed the construction of a Cinema house with all around boundary wall standing on a portion of the 'said properties' under the name "Sramik Cinema" thereafter it called as "Liluah Cinema", now not in existence.



**AND WHEREAS** said M/S. Kalla Properties and Industrial Corporation Limited mortgaged the 'said purchased properties' including the said Cinema Hall to the Mortgagees Sri Jagannath Roy and Balaram Roy of then 53B, Shova Bazar Street, Calcutta

**AND WHEREAS** in order to enforce the said Mortgage said Mortgagees viz. Jagannath Roy and Balaram Roy instituted a suit being No. 4606 of 1952 before the Hon'ble High Court at Calcutta in its ordinary original Civil Jurisdiction against the said M/S. Kalla Properties and Industrial Corporation Limited.

**AND WHEREAS** the said suit of the plaintiffs decreed on 11.06.1956 and plaintiffs put the decree into Execution and the entire property viz. 5.87 Acre were put into auction sale in pursuance to the terms of Settlement referred to in the said decree dated 11.06.1956 to the effect that in default of payment mentioned in the said terms of settlement the plaintiffs would be at liberty to put up the mortgaged properties to sell being premises comprised in the said mortgage by the Registrar of

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Hon'ble High Court at Calcutta without obtaining any further order of the court.

**AND WHEREAS** 'said properties' of M/S. Kalia Properties and Industrial Corporation Ltd. brother were sold by the Registrar of the Hon'ble High Court at Calcutta on the 13<sup>th</sup> day of August, 1966 and one 'The Bengal Properties Private Limited' were declared the highest Bidder and purchaser of the 'said properties' and Mr. Samiran Sen the Ld. Registrar of Hon'ble High Court at Calcutta was pleased to issue a sale certificate on 22<sup>nd</sup> day of August, 1966 .

**AND WHEREAS** as the auction purchaser wanted the said auction purchase to be completed in the name of their nominees resulting further proceeding in the court.

**AND WHEREAS** after various other proceedings in the said suit and execution proceedings an order was made on the 24<sup>th</sup> day of June, 1969 by His Lordship Hon'ble Mr. Justice A.N. Sen confirming the sale of the said bidder "The Bengal Properties Private Limited" and giving

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away liberty to give name of its nominee/s.

**AND WHEREAS** on 28<sup>th</sup> day of September, 1970 The Bengal Properties Private Limited appointed one M/S. MANIKANT PRIVATE LIMITED having its registered office at 15, Mathew Road, Bombay-now Mumbai - 400004, having its Calcutta Branch office at 39, Bentinck Street, Calcutta-1, viz. the vendor herein as its nominee to complete the purchase and the name of said nominee was duly substituted for that of the person namely The Bengal Properties Private Limited certified to be the purchaser.


**AND WHEREAS** M/S. MANIKANT PRIVATE LIMITED through its solicitor Sri P. Mullick duly deposited the balance of consideration money amounting to Rs. 1,04,901.44 paise only vide challan No. 471 dated 18<sup>th</sup> day of January, 1971 on the 20<sup>th</sup> day of January, 1971 with the Reserve Bank of India under decree dated the 11<sup>th</sup> day of June, 1956 and orders dated 24<sup>th</sup> day of June, 1969; 21<sup>st</sup> day of September, 1970 and 5<sup>th</sup> day of October, 1970 and Rs. 7,25,124/- only vide Challan No. 470 dated 18<sup>th</sup> day of January, 1971 on the 20<sup>th</sup> day of January, 1971 with the Reserve Bank of India under decree

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dated 11<sup>th</sup> day of June 1956 and orders dated 24<sup>th</sup> day of June 1969; 21<sup>st</sup> day of September, 1970 and 5<sup>th</sup> day of October, 1970.

**AND WHEREAS** M/S. MANIKANT PRIVATE LIMITED viz. the vendor therein obtained delivery of khas possession of the aforesaid property comprised in holding No. 2 and 2/1, Gosala Road (at present renamed as Netaji Subhas Road), Liluah, Howrah including Cinema house formerly known as Sramik Cinema Liluah and other building including land belonging thereto from the official Liquidator High Court, Calcutta as liquidation of M/S. Kalla Properties and Industrial Corporation Limited (in liquidation) and as liquidator of Sree Latiyal Agricultural and industrial Pvt. Limited (in Liquidation) on 15<sup>th</sup> day of December, 1970.

**AND WHEREAS** M/S. Manikant Private Limited having purchased the aforesaid properties and having obtained delivery of khas possession thereof through court as aforesaid duly got mutated its name in the Municipality and in the J.L.R.O. office and since then has been in exclusive and khas possession thereof as absolute owner by exercising all sorts of acts of possession.






**AND WHEREAS** the vendor herein carved out various plot of land of different measurement as per requirement of the prospective buyers and also marked with its plot numbers.


**AND WHEREAS** out of said plot of land the vendor sold a demarcated vacant land measuring 05 Cottahs 01 Chittacks to Smt. Samapti Banerjee and 05 Cottahs 14 Chittacks of land to Smt. Supriya Banerjee both in the year 1973 dated 28<sup>th</sup> May, 1973 with common right to use 10 feet wide common passage to the south of the said demarcated vacant land forming part of plot "H" in the plan annexed to the purchased Deed of M/S. Shanti Nagar Housing Society Pvt. Ltd.

**AND WHEREAS** the vendor has also sold a piece and parcel of demarcated land measuring 13 Cottah 07 Chittacks 35 Sq.ft. more or less together with an old dilapidated building standing thereon appertaining to C.S. Dag No. 1971 being portion of Bally Municipal premises No.2 and 2/1, Netaji Subhas Road of Mouza Liluah, Police Station Bally, District Howrah with all




easement rights shown as plot "E" within "Green" borders in the plan annexed to the purchased Deed plan of M/S. Shanti Nagar Housing Society Pvt. Ltd. together with the rights of user of drainage, electricity, tap, telephone over the 16 feet wide common passage in the contiguous North and 16 feet wide common passage in the contiguous West of the land sold to Harak Chand Kankaria Charitable Trust in respect of which a Deed of Conveyance has been executed by the vendor in favour of the said Harak Chand Kankaria Charitable Trust;

**AND WHEREAS** the vendor at the request of M/S. Shanti Nagar Housing Society Private Limited sold 10 Bigha 7 Cottah 10 Chhitack and 23 sq.ft. of land marked with "A-1," "A-2" and "D" together with 19 Cottah 09 Chittak 07 Sq.ft. of land to be used as common passage having 16' feet wide and 1 Cottah 14 Chhitack 4 sq.ft. of land being drain area. The common passage area (19 Cottah 09 Chittak 07 Sq.ft.) is shown in colour Yellow therein and area measuring 1 Cottah 14 Chhitack 4 sq.ft. of land as said above is marked with "D" in the purchased Deed plan of M/S. Shanti Nagar



Housing Society Pvt. Ltd. The entire property sold to M/S. Shanti Nagar Housing Society Private Limited is registered with the office of Registrar of Assurances Calcutta for the year 1975. The part/portion of aforesaid common passage which has shown in colour "Yellow" in the Deed plan of M/S.Shanti Nagar Housing Society Pvt.Ltd. is situated contiguous southern portion of the property under sale by this Deed.

**AND WHEREAS** it has been agreed by and between the vendor and the said purchaser viz. M/S.Shanti Nagar Housing Society Private Limited that the strip of land measuring about 19 Cottahs 09 Chittacks 07 Sq.ft. shown in the map or plan annexed thereto in "Yellow" colour shall be used as common passage by the purchasers and the owner and/or occupiers of the plots marked as "E", "F" and "G" shown in the plan annexed thereto and the said plot of land marked "E" contains a Jain Temple as such the visitors and worshipers' coming to the said Jain Temple shall have the access to the said Temple through the said common passage **NOW** the vendor herein expressly granting right of passage over



and above the said common passage to this purchaser including its men and agent with their vehicles and materials and the purchaser herein shall use the said common passage for its free and unobstructed egress and ingress including the right to take under ground overhead Telephone, electric connecting ( by lying under ground cable connection)and water connection without objection and interruption of anybody else.

**AND WHEREAS** it is pertinent to mention that the vendor herein and the then purchasers as referred above were covenanted that the common passage shown in the plan annexed to their purchased deeds and which has coloured "Yellow" would not be used for ingress in and egress out of the only Cinema Audience but as the existence of Cinema hall is no more the purchaser herein and its men, agents and nominees shall use the said common passage for their free and unobstructed egress and ingress with men and materials without objection and interruption of any nature whatsoever by M/S. Shanti Nagar Housing Society Private Limited as referred above or their men, agents and nominees and/or the

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association of the owners of M/S. Shanti Nagar Housing Society Private Limited.

**AND WHEREAS** after such conveying the aforesaid lands to M/S. Shanti Nagar Housing Society Private Limited and others the present vendor is still retaining a definite and demarcated area measuring more or less 28 Cottahs over which said Sramik Cinema hall was situated marked as letter "F" and bordered with colour 'Blue' in the annexed purchased Deed Plan of M/S. Shanti Nagar Housing Society Private Limited and the said M/S. Manikant Private Limited viz. the vendor herein has also mutated its name before the B.L. & L.R.O. Bally Jagacha under a separate L.R. Khatian No. 6748, L.R. Dag No. 1994, Mouza and P.S. Liluah J.L. 12, District Howrah wherein only 42.50 decimals of land has been recorded in its name. The vendors aforesaid property under sale has also been recorded in the Assessment Register of Bally Municipality as holding No. 2, Netaji Subhas Road, P.O. & P.S. Liluah, District Howrah, Ward No. 22(old) wherein the land measuring 30 Cottah 07 Chhitack 01 sq. ft. has been shown.


**AND WHEREAS** the vendor herein for its bonafide reason have surrendered the license for running Cinema Hall before the competent authority and at present there is no existence of Cinema hall at holding No. 2, Netaji Subhas Road, Liluah, Howrah and the vendor has also meet up its liabilities of every nature whatsoever whether dues to any individual, body corporate or to any financial institutions etc. and in the manner vendor declared that entirety of the property under sale comprised in holding No.2, Netaji Subhas Road, Liluah, Howrah is free from all encumbrances, attachments and charges and it bears free, unobstructed, good and marketable title.

**AND WHEREAS** the owner /vendor due to its bonafide reason and also to meet the paucity of fund expressed its intention to convey the schedule mentioned property being definite and demarcated one measuring an area more or less 28 Cottah with tiles shed structure standing thereon which is morefully and better described in the schedule hereinbelow, in favour of intending purchaser/ purchasers and the purchaser herein was also in search of landed

property for its proper use and enjoyment and as such the purchaser herein after knowing the intention of the vendor duly approached to him and offered to purchase the entirety of the schedule mentioned property at a consideration amount of Rs. 1,91,00,000/- (Rupees one Crore Ninety one Lakhs) only as full and final consideration amount which the vendor considered the quantum of amount as an acceptable, they duly accepted the offer given by the purchaser herein and upon such discussion on 11.09.2011 said Samar Biswas son of Late Surendra Nath Biswas and Lalit Kumar Goyal son of Sri Bajrang Lal Goyal viz. the director of present Company purchaser as per their personal capacity entered into an agreement for sale with the vendor herein and paid part of consideration amount of Rs. 51,00,000/- through six pay orders (as shown in the said Agreement for sale and has also paid the balance of consideration amount/purchase money amounting to Rs.1,40,00,000/- to the owner/vendor who duly admit and acknowledged the same, the entire paid amount is fully shown in the memo of consideration available hereunder. The vendor duly put the purchaser herein in vacant and peaceful possession of the entire schedule mentioned property being free from all encumbrances

attachments and charges and the vendor has represented that it bears good, valid and marketable title over the schedule mentioned property **AND** the vendor has created/ opened two big entrance after closure of Cinema Hall towards said southern portion common passage for the purchaser herein including its men, agents and nominees and the purchaser herein and their men and agents are enjoying said Southern side passages.


**AND WHEREAS** at or before the execution of these presents, the vendors hereto has represented, assured and given warranties to the purchaser that he possess free and clear marketable title in respect of the schedule mentioned property herein and he has been in khas possession of the said land and every part and portion thereof without any claim or dispute, demand, interruption, disturbances or hindrance from any person whatsoever and the vendor has asserted that no part of the said landed property is subject to any notice of acquisition and/or requisition issued by the State of West Bengal or any other authority appointed in this regard and the vendor undertakes to pay all land revenues (Khazna) and other outgoing payable in respect





of the schedule mentioned property upto the date of execution of this DEED and the vendor also asserted that no suit or proceedings or any litigation is presently pending and/or instituted by any person claiming any right over and in respect of the landed property under Sale and the vendor shall remain responsible to indemnify the purchaser against all suits, actions, claims demands, proceedings and the vendor being the owner of land is well and sufficiently entitled to the said landed property have neither entered into any agreement for sale nor executed any memorandum by depositing the Title Deeds and documents with an intention to create any security nor have created any third party's right and interest in respect of the same or any part thereof by way of lease, tenancy, arrangement or assignment by which any third party's right of possession is accrued and the vendor further asserted that no person is in occupation of the property under sale in any manner whatsoever and there is no existing charge or mortgage in respect of the said landed property or any portion thereof.

**AND WHEREAS** relying upon the assurances, representations, undertakings and warranties of the vendor



hereto and acting on the faith thereof, the purchaser hereto has agreed to purchase and acquire the said entire schedule landed property and finally requested the vendor to execute and register a Deed of Conveyance in their favour.

**AND WHEREAS** it is expressly clarified and confirmed that it is only on the basis of the aforesaid assurances, representation, undertakings and warranties of the vendor, the purchaser has agreed to purchase and acquire the said landed property otherwise they would not have agreed to purchase the same on payment of such huge consideration amount.

**AND WHEREAS** as per aforesaid discussion, assurance and representation of the vendor, the purchaser has paid the entire consideration amount of Rs. 1,91,00,000/- (Rupees one Crore Ninety one Lakhs) only as full and final payment for the schedule mentioned property and the vendor has also given peace full, vacant and khas possession to the purchaser herein but in order to avoid any future differences and also to assure a better title to the purchaser it has become expedient between the parties to

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have a registered instrument and thus this Deed of Sale exist .

**NOW THIS INDENTURE WITNESSETH THAT** in pursuance of the aforesaid agreement dated 11.09.2011 and in consideration of a total sum of Rs. 1,91,00,000/- (Rupees one Crore Ninety one Lakhs) only paid by the purchaser to the vendor hereto, the receipt whereof the vendor doth hereby and hereunder admit and acknowledged and of and from the same do hereby acquit, release and for ever discharge the purchaser and the said landed property, the vendor herein doth hereby grant, convey, transfer, sale, assign and assure unto and in favour of the said purchaser the landed property under sale being **ALL THAT** piece and parcel of Bastu land measuring more or less 28 Cottah together with right to use the common passages created by the vendor herein towards Southern side of the property under sale all comprised within Bally Municipality holding No. 2, Netaji Subhas Road, Post Office and Police Station Liluah, Ward No.22(old), District Howrah, corresponding to R.S./L.R.Dag No. 1994, under L.R.Khatian No. 6748, of Mouja Liluah J.L.No.12, Police Station Liluah,

District Howrah, Ward No.22, more fully and particularly mentioned and described in the schedule hereunder which is absolutely and for ever free from all encumbrances, charges, liens, attachments, claims, demands, requisition, acquisition and lispendences etc. whatsoever or howsoever, **TOGETHER WITH** all easement rights of free egress and ingress with full right, liberty and license to the purchaser at all times hereafter for use and enjoyment of the property with unencumbered and unfettered right to take sewerage, electricity, water connection, telephone etc. independently from the Eastern side main Netaji Subhas Road together with contiguous Southern side common passage, of the vendor together with all yards areas, drains, sewers, path, water, water courses, boundary wall, entrance gate and all manner of ancient or other rights, liberties, privileges and easement whatsoever to the said property under sale **AND** all the estate right, title, interest, inheritance, reversion, or reversions, remainder, use, possession, claim and demand whatsoever both in law and equity of the vendor unto and upon the said landed property and every part and portion thereof **A N D** all deeds, patta writings and evidences of title which are in any way related to said landed property which



now and/or hereafter shall or may be in the custody, power and possession of the vendor or the persons from whom the vendor can or may procure the same without any action or suit at law or equity **TO HAVE AND TO HOLD** the said landed property hereby sold, granted, transferred and conveyed or otherwise expressed or intended so to be and every part thereof and all rights, title, interest, claims of the said vendor unto and to the use of the purchaser for ever as a transferable estate free from all encumbrances, liabilities and attachments suffered by the vendor to the contrary but subject to payment of annual land revenue in respect of the said property to the government of West Bengal and local Bally Municipality and other concerned authorities if any.

**THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS** :-That the said vendor has good, absolute and indefeasible and absolute estate or inheritance or equivalent thereto in fee simple in possession without any manner or condition whatsoever to alter, defeat, encumber or make void the same and **THAT** notwithstanding any such act, deed or thing whatsoever as aforesaid the vendor has full power and absolute and

indefeasible right and authority to sell, grant, convey and transfer the schedule mentioned property herein and all its right, title and interest therein and each and every part or portion thereof unto and to the use of the purchaser in the manner aforesaid and according to the true intent and meaning of these presents and that it shall be lawful for the purchaser at all times hereafter to peaceably and quietly enter unto and upon and hold, possess, occupy and enjoy the said landed property hereby sold and every part or portion thereof without any interruption or any lawful eviction, hindrances, disturbances, claim or demand whatsoever from or by the vendor and/or any person or persons lawfully or equitably claiming any estate, right, title and interest whatsoever from under through or in trust for the vendor and **THAT** free and clear and freely and clearly and absolutely, acquitted exonerated and forever discharged and released or otherwise by and at the costs, charges and expenses of the vendor well and sufficiently saved, defended, kept, harmless and indemnified of from and against all manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, lispendences, debts, attachments (including attachment under any

certificate case) and proceedings, executions, encumbrances and liabilities whatsoever made, done, executed or occasioned or suffered by the vendor and **THAT** the vendor and all persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said landed property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the vendor shall and will from time to time and at all times hereafter at the request and costs of the purchaser make, do, acknowledge, execute and register or cause to be made, done, acknowledged, executed and registered all such further acts, deeds, matters, things and assurances whatsoever for further better and more perfectly effectually and satisfactorily granting transferring and assuring the said landed property hereby sold, granted, transferred, conveyed, assigned and assured and every part or portion thereof unto and to the use of the purchaser as shall or may be reasonably required thereby its name duly mutate with the B.L. & L.R.O. Bally Jagacha and/or with any other authority or authorities for the time being appointed in this regard **AND** the vendor does doth hereby grant and


accord its consent in that regard and it agreed that the vendor/company shall be bound to submit any petition of consent or otherwise if so required by any authorities in course of any proceedings including municipal and B.L.A. L.R.O. and **THAT** if for any reason whatsoever defect of any kind is found in respect of the title of the vendor in this deed, the vendor shall be bound and prepared to sign, execute and get registered at the costs, charges and expenses of the purchaser, any kind of Deed and/or Deeds of Rectification, declaration as may be necessary and required to be executed and registered in favour of the purchaser to ensure a valid, good and perfect title of the purchaser in respect of the landed property under sale or any part or portion thereof **AND** the vendor doth hereby authorize the purchaser and give its consent for the same and that the said landed property hereby sold, transferred and conveyed unconditionally and absolutely vest to the purchaser by virtue of these presents and the purchaser shall be at liberty to deal and dispose of the same or any part or portion thereof in any manner whatsoever by way of sale, lease, gift etc. and **THAT** the purchaser shall be entitled to take all possible measures for mutation of the

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said landed property herein and in that matter there would be no impediment by the vendor and the purchaser shall after obtaining necessary permission from competent authority have its rights to do all acts, deeds, matters and things and to use, enjoy and hold the said landed property without any kind of interference resistance and objection from the vendor.

**AND THIS INDENTURE FURTHER WITNESSETH** that in pursuance of the said conveyance the vendor do hereby further covenant that he is bound to pay all taxes, rents, levies and other statutory impositions payable in respect of the said landed property under sale upto the date of execution of these presents **AND** the said landed property hereby sold and transferred unconditionally and absolutely vests to the purchaser by virtue of these presents and the purchaser shall be at liberty to hold, possess, use and dispose of the same or any part thereof in any manner whatsoever and the vendor on the day of execution of this deed shall handover all documents of title in original in connection with the landed property under sale to the purchaser, considering that the said vendor has ceased to



have any right, title, interest, possession and profit in respect of the property under schedule mentioned being transferred in favour of the purchaser by virtue of these presents.

**SCHEDULE ABOVE REFERRED TO**

**( The property hereby sold)**

**ALL THAT** piece and parcel of **Bastu land** measuring more or less an area of about **28 Cottah** together with 200 sq.ft. tiles shed structure standing thereon with all and every right of user, drainage, electricity, water, Tap, Telephone, Gas etc. over and above the attached common passages contiguous Southern side( created by the vendor herein) and eastern side of the property under sale together with other easements and amenities attached with the property all comprised within Bally Municipality holding No. 2, Netaji Subhas Road, Post office Liluah, Police Station Liluah, District Howrah ward no.22 (old) and also appertaining to part of R.S./L.R. Dag No. 1994, R.S./L.R.Khatian No.6748, Mouja Liluah. J.L.No.12, District Howrah, which is also within the jurisdiction of District Sub-Registrar and Additional District Sub-Registrar,

Howrah and the property hereby conveyed is shown in attached Map/plan bordered in **RED** Colour and the common passages are shown in **YELLOW** colour which would henceforth be treated as part and parcel of this Deed and the same is butted and bounded as under :-

**ON THE NORTH** Property of Dr. Gangadhar Banerjee & ors.

**ON THE SOUTH** : Common passage created by the vendor,  
leading from the Eastern side  
Netaji Subhas Road which meets with  
Chack para Road to Liluah Station.

**ON THE EAST** Netaji Subhas Road.

**ON THE WEST** Building of Shanti Nagar Housing society  
Pvt. Ltd., .



**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs. 1,91,00,000/- (Rupees one Crore Ninety one Lakhs) only from within the named Purchaser as full and final consideration money in the manner as follow :

<u>Date</u>	<u>Mode of Payment</u>	<u>Drawn on</u>	<u>Amount</u>
11.09.11	By pay order No.006722		9,00,000/-
11.09.11	By pay order No.006723		9,00,000/-
11.09.11	By pay order No.006724		9,00,000/-
11.09.11	By pay order No.006725		9,00,000/-
11.09.11	By pay order No.006727		9,00,000/-
11.09.11	By pay order No.006728		6,00,000/-
14.11.11	By Cheque No.061625		50,00,000/-
12.04.12	By Cheque No.061834		25,00,000/-
09.12.12	By Cheque No.000001BOI		25,00,000/-
03.05.13	By Cheque No.000033BOI		20,00,000/-
03.05.13	By Cheque No.000034BOI		4,00,000/-
04.12.13	By Cheque No.000067BOI		15,00,000/-
03.05.13	By Cheque No.000033BOI		20,00,000/-
27.02.14	By Cheque No.000077 BOI		1,00,000/-

Rs. 1,91,00,000/-

(Rupees one Crore Ninety-one Lakhs) only

**WITNESSES**

1) Sunit Singh  
67 Anubandh Road  
Salt Lake Hoisingh 711106

2) Dekabandh Day  
22/15 Ram Hari Alley  
Lane Kolkata-700012

MANIKANT PRIVATE LTD.

(Signature)  
Director

(Renu Mehta)

**Signature of the vendor**

(Signature)

**IN WITNESS WHEREOF** the parties to this Deed have set and subscribe their respective Seal and Signature on the day, month and year first above written.

**WITNESSES:**

1. Sanjay Singh  
c/o. Anubrata Kumar  
Palke  
Howrah 711006

MANIKANT PRIVATE LTD.

*(Signature)*  
Director

(Anun Mehera)

**Signature of the Vendor**

2) Debanshu Das  
22/3 Lam Kanti Adarsh  
Lane Kolkata-700012

N. B. HIGHRISE PVT. LTD.

1)

*(Signature)*  
Director

N. B. HIGHRISE PVT. LTD.

2)

*(Signature)*  
Director

**Signature of the Purchaser/s**

Drafted by me and read over and explained the contents of this Deed to the parties who admitted the same to be true.

*(Signature)*  
Advocate

Type & Printed by me.  
*(Signature)*  
Ashok Kumar Das,  
Civil Court at Howrah.



District Sub-Registrar  
Howrah