

1597/13

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

65AA 476089

Documents attached with the document are part of the document.

[Signature]
A. D. S. S.
 Commissioner, West Bengal

13 MAY 2013

2660
 219/10
 1597/13

CONVEYANCE

1. Date: 10th MAY, 2013.
2. Place: Kolkata
3. Parties

[Signature]

[Signature]

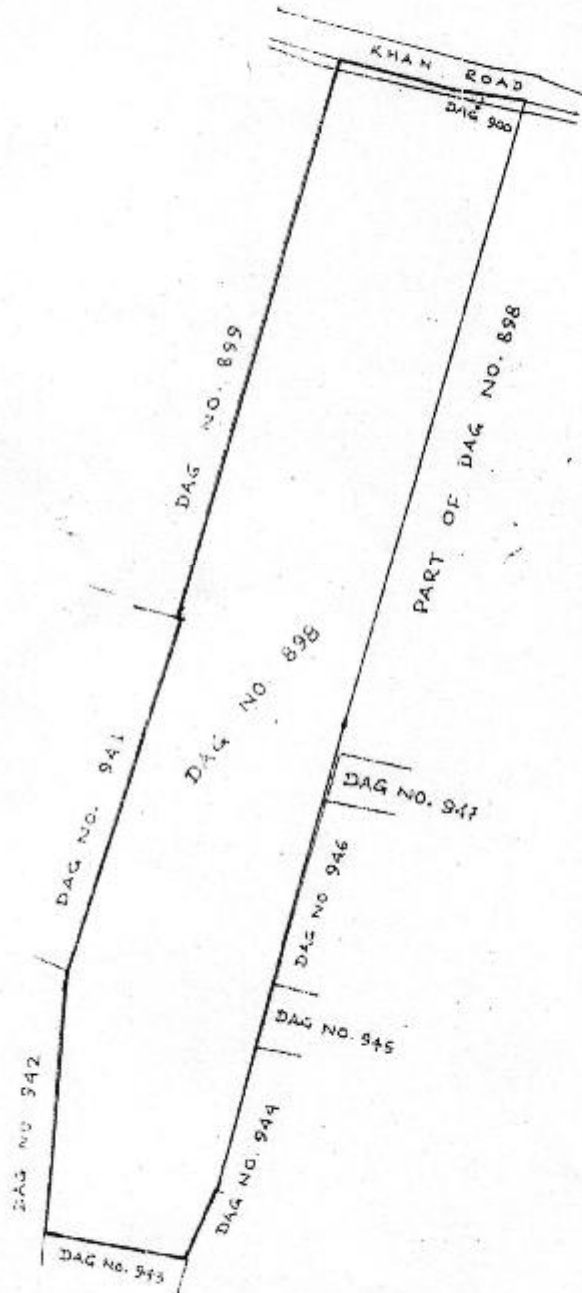
[Signature]

SITE PLAN

MOUZA - MANKUNDU, J.L. NO. 9, L.R. KHATIAN NO. 4294, R.S. DAG NOS. 1100, 1101, 1102, 1229, 1097/1228 & 1103 CORRESPONDING TO L.R. DAG NOS. 898 AND 900, P.S. - BHADRESWAR, DIST. - HOOGHLY,

AREA OWNED BY VENDOR **462.4644** DECIMAL SHOWN IN RED BORDER
 SOLD AREA : **9.8397** DECIMAL OUT OF 462.4644 DECIMAL NOT TO SCALE

| L.R. DAG NO. | TOTAL AREA IN DAG (DEC.) | AREA OWNED BY VENDOR (DEC.) | SOLD AREA |
|--------------|-----------------------------|--------------------------------|---------------|
| 898 | 986.20 | 459.7664 | 9.7823 |
| 900 | 14.20 | 2.6980 | 0.0574 |
| TOTAL | <u>1000.40</u> | <u>462.4644</u> | <u>9.8397</u> |



Jubilant First Trust Healthcare Limited,

Anshita Bhattacharya
 Director

Exulting City Developers Pvt. Ltd.,

Mitabh, Dr. Bhopelga

(PURCHASER)

(VENDOR)

AUTHORISED SIGNATORY

- 3.1 **Jubilant First Trust Healthcare Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 1A, Sector 16A, Police Station (Kotwali) Sector 20 Noida, Noida-201301, Uttar Pradesh and also having its local office at 78, Jessore Road (South), Barasat, Kolkata-700127 [PAN AAACF9774F], represented by its Director, **Aashti Bhartia**, daughter of Hari Shankar Bhartia, residing at 2, Amrita Sher Gill Marg, Police Station Tughlaq Marg, New Delhi-110013

(Vendor, which term and/or expression unless excluded by or repugnant to the context shall mean and include successors-in-interest)

And

- 3.2 **Exulting City Developers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chitta Ranjan Avenue, Police Station Bowbazar, Kolkata-700012 [PAN AADCE3117A], represented by its authorized signatory, **Nitesh Kumar Bhopalka**, son of Komal Kumar Bhopalka, residing at 541/A, Rabindra Sarani, Police Station Shyampukur, Kolkata-700003

(Purchaser, which term and/or expression unless excluded by or repugnant to the context shall mean and include successors-in-interest).

Vendor and Purchaser are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Share Of Said Property:** Undivided 1/47th (one forty seventh) share and/or interest of the Vendor [such share *inter alia* being (1) land classified as *bagan* (garden) measuring 9.7823 (nine point seven eight two three) decimal equivalent to 5 (five) *cottah* 14 (fourteen) *chittack* and 31.10 (thirty one point one zero) square feet, more or less, comprised in L.R. *Dag* No.898 and (2) land classified as *nala* (water channel) measuring 0.0574 (zero point zero five seven four) decimal equivalent to 25.0034 (twenty five point zero zero three four) square feet, more or less, comprised in L.R. *Dag* No.900] (collectively **Said Share**), in (1) land classified as *bagan* (garden) measuring 459.7664 (four hundred and fifty nine point seven six six four) decimal equivalent to 13 (thirteen) *bigha* 18 (eighteen) *cottah* 2 (two) *chittack* and 24.26 (twenty four point two six) square feet, more or less [out of 986.2 (nine hundred and eighty six point two) decimal equivalent to 29 (twenty nine) *bigha* 16 (sixteen) *cottah* 10 (ten) *chittack* and 18.72 (eighteen point seven two) square feet, more or less], being a divided and demarcated portion of L.R. *Dag* No.898, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Sub-Registration District Chandannagore, District Hooghly (**First Land**) And (2) land classified as *nala* (water channel) measuring 2.6980 (two point six nine eight zero) decimal equivalent to 1 (one) *cottah* 10 (ten) *chittack* and 5.25 (five point two five) square feet, more or less [out of 14.2 (fourteen point two) decimal equivalent to 8 (eight) *cottah* 9 (nine) *chittack* and 20.52 (twenty point five two) square feet, more or less], being a divided and demarcated portion of L.R. *Dag* No.900, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Sub-Registration District Chandannagore, District Hooghly (**Second Land**), the First Land and the Second Land are more fully and collectively described in **Part I** of the **Schedule** below and collectively delineated and

demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon (collectively **Said Property**) together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Share of the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances. The Said Share of the Said Property is collectively more fully described in **Part II** of the **Schedule** below and collectively defined either as the Said Share and/or as the **Said Share Of Said Property**.

5. **Background, Representations, Warranties and Covenants**
- 5.1 **Representations, Warranties and Covenants Regarding Title:** The Vendor represents and warrants to and covenants with the Purchaser regarding title as follows:
- 5.1.1 **Ownership of First Portion Of First Land and Second Land:** Hena Saha, Mita Saha, Rita Saha, Padma Saha and Ashim Chandra Khan were the joint owners of (1) land classified as *bagan* (garden) measuring 431.2702 (four hundred and thirty one point two seven zero two) decimal equivalent to 13 (thirteen) *bigha* 14 (fourteen) *chittack* and 31.212 (thirty one point two one two) square feet, more or less, comprised in L.R. *Dag* No.898, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly (**First Portion Of First Land**) and (2) the entirety of the Second Land.
- 5.1.2 **Purchase of First Portion Of First Land and Second Land by Vendor:** By a Deed of Sale dated 2nd June, 2008, registered in the Office of the District Sub-Registrar II, Hooghly in Book No. I, Volume No.17, at Pages 71 to 98, being Deed No.00687 for the year 2008, the Vendor purchased the entirety of the First Portion Of First Land and the Second Land from Hena Saha, Mita Saha, Rita Saha, Padma Saha and Ashim Chandra Khan, for the consideration mentioned therein.
- 5.1.3 **Ownership of Second Portion Of First Land:** Chaya Khan was the sole owner of land classified as *bagan* (garden) measuring 13.7284 (thirteen point seven two eight four) decimal equivalent to 8 (eight) *cottah* 4 (four) *chittack* and 40 (forty) square feet, more or less, comprised in L.R. *Dag* No.898, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly (**Second Portion Of First Land**).
- 5.1.4 **Purchase of Second Portion Of First Land by Vendor:** By a Deed of Sale dated 2nd June, 2008, registered in the Office of the District Sub-Registrar II, Hooghly in Book No. I, Volume No.18, at Pages 91 to 112, being Deed No.00729 for the year 2008, the Vendor purchased the entirety of the Second Portion Of First Land from Chaya Khan, for the consideration mentioned therein.
- 5.1.5 **Ownership of Third Portion Of First Land:** Prabir Dey was the sole owner of land classified as *bagan* (garden) measuring 6.6117 (six point six one one seven) decimal equivalent to 4 (four) *cottah*, more or less, comprised in L.R. *Dag* No.898, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly (**Third Portion Of First Land**).
- 5.1.6 **Purchase of Third Portion Of First Land by Vendor:** By a Deed of Sale dated 2nd June, 2008, registered in the Office of the District Sub-Registrar II, Hooghly in Book No. I, Volume No.18, at Pages 113 to 130, being Deed No.00730 for the year



2008, the Vendor purchased the entirety of the Third Portion Of First Land from Prabir Dey, for the consideration mentioned therein.

- 5.1.7 **Ownership of Fourth Portion Of First Land:** Sumita Khan (Saha) was the sole owner of land classified as *bagan* (garden) measuring 8.0947 (eight point zero nine four seven) decimal equivalent to 4 (four) *cottah* 14 (fourteen) *chittack* and 16 (sixteen) square feet, more or less, comprised in L.R. *Dag* No.898, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly (**Fourth Portion Of First Land**).
- 5.1.8 **Purchase of Fourth Portion Of First Land by Vendor:** By a Deed of Sale dated 2nd June, 2008, registered in the Office of the District Sub-Registrar II, Hooghly in Book No. I, Volume No. 18, at Pages 131 to 150, being Deed No.00731 for the year 2008, the Vendor purchased the entirety of the Fourth Portion Of First Land from Sumita Khan (Saha), for the consideration mentioned therein.
- 5.1.9 **Ownership of Said Property:** In the above mentioned circumstances, the Vendor has become the sole and absolute owner of the entirety of the First Portion Of First Land, the entirety of the Second Portion Of First Land, the entirety of the Third Portion Of First Land, the entirety of the Fourth Portion Of First Land and the entirety of the Second Land, being collectively defined as the Said Property in Clause 4.1 hereinabove.
- 5.1.10 **Mutation:** The Vendor got its name mutated in the records of the Block Land and Land Reforms Office at Singur, in respect of the Said Property, in L.R. *Khatian* No 4294.
- 5.1.11 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Vendor has become the sole and absolute owner of the Said Property and consequently, the Said Share Of Said Property, which is a portion of the Said Property and which is the subject matter of this Conveyance.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents and warrants to and covenants with the Purchaser regarding encumbrances as follows:
- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Share Of Said Property and declares that the Said Share Of Said Property is not affected by any scheme of any Local Authority or Government or Statutory Body.
- 5.2.2 **No Excess Land:** The Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955 and the West Bengal Estates Acquisition Act, 1953.
- 5.2.3 **No Encumbrance by Act of Vendor:** The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Share Of Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell:** The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assigns and assure the Said Share Of Said Property to the Purchaser.

- 5.2.5 **No Dues:** Save and except for property tax assessed by the Bhadreswar Municipality, no tax in respect of the Said Share Of Said Property is due to the local authority and/or any other authority or authorities and no Certificate Case is pending for realization of any dues from the Vendor.
- 5.2.6 **No Right of Pre-emption:** No person or persons whatsoever have/had/has any right of pre-emption over and in respect of the Said Share Of Said Property or any part thereof.
- 5.2.7 **No Mortgage:** No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Share Of Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** The Said Share Of Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Share Of Said Property is free, clear and marketable.
- 5.2.9 **No Corporate Guarantee:** The Said Share Of Said Property is not affected by or subject to any corporate guarantee for securing any financial accommodation.
- 5.2.10 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Share Of Said Property or any part thereof.
- 5.2.11 **Corporate Authority:** The executant on behalf of the Vendor has full power and authority to execute this Conveyance and make the representations and warranties made herein.
- 5.3 **Representations, Warranties and Covenants By Purchaser:** The Purchaser represents and warrants to and covenants with the Vendor as follows:
- 5.3.1 **Duly Incorporated:** It is a company duly organized and validly existing under the laws of India.
- 5.3.2 **Corporate Authority:** The executant on behalf of the Purchaser has full power and authority to execute this Conveyance and make the representations and warranties made herein.
- 5.3.3 **Satisfaction of Purchaser:** The Purchaser is purchasing the Said Share Of Said Property after being fully aware of and satisfied with the right, title and interest of the Vendor therein, after conducting necessary due diligence, inspection of title deeds and physical inspection of the Said Property and the Purchaser shall not raise any claims against the Vendor in respect of the Vendor's title to the Said Property.
6. **Basic Understanding**
- 6.1 **Sale of Said Share Of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the Said Share Of Said Property

to the Purchaser, free from all encumbrances of any and every nature whatsoever and with good, bankable and marketable title and together with *khas*, vacant, peaceful and physical possession and the Purchaser shall purchase the same based on the representations, warranties and covenants mentioned in Clauses 5.1, 5.2 and 5.3 and their respective sub-clauses above.

6.2 **Transfer of Title:** The Vendor is now executing this Conveyance to complete the transfer of title of the Said Share Of Said Property in favour of the Purchaser.

7. Transfer

7.1 **Hereby Made:** The Vendor hereby sells, conveys and transfers to the Purchaser the entirety of the Vendor's right, title and interest of whatsoever or howsoever nature in the Said Share Of Said Property, more fully described in **Part II** of the **Schedule** below, being undivided $1/47^{\text{th}}$ (one forty seventh) share and/or interest of the Vendor [such share *inter alia* being (1) land classified as *bagan* (garden) measuring 9.7823 (nine point seven eight two three) decimal equivalent to 5 (five) *cottah* 14 (fourteen) *chittack* and 31.10 (thirty one point one zero) square feet, more or less, comprised in L.R. *Dag* No.898 and (2) land classified as *nala* (water channel) measuring 0.0574 (zero point zero five seven four) decimal equivalent to 25.0034 (twenty five point zero zero three four) square feet, more or less, comprised in L.R. *Dag* No.900] in the Said Property, more fully and collectively described in **Part I** of the **Schedule** below and collectively delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon, being (1) the First Land, i.e., land classified as *bagan* (garden) measuring 459.7664 (four hundred and fifty nine point seven six six four) decimal equivalent to 13 (thirteen) *bigha* 18 (eighteen) *cottah* 2 (two) *chittack* and 24.26 (twenty four point two six) square feet, more or less [out of 986.2 (nine hundred and eighty six point two) decimal equivalent to 29 (twenty nine) *bigha* 16 (sixteen) *cottah* 10 (ten) *chittack* and 18.72 (eighteen point seven two) square feet, more or less], being a divided and demarcated portion of L.R. *Dag* No.898, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Sub-Registration District Chandannagore, District Hooghly **And** (2) the Second Land, i.e., land classified as *nala* (water channel) measuring 2.6980 (two point six nine eight zero) decimal equivalent to 1 (one) *cottah* 10 (ten) *chittack* and 5.25 (five point two five) square feet, more or less [out of 14.2 (fourteen point two) decimal equivalent to 8 (eight) *cottah* 9 (nine) *chittack* and 20.52 (twenty point five two) square feet, more or less], being a divided and demarcated portion of L.R. *Dag* No.900, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, Police Station Bhadreswar, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Sub-Registration District Chandannagore, District Hooghly **together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Share Of Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

7.2 **Consideration:** The aforesaid transfer of the Said Share Of Said Property by the Vendor in favour of the Purchaser is being made in consideration of a sum of Rs.11,90,604/- (Rupees eleven lac ninety thousand six hundred and four) paid by the Purchaser to the Vendor, receipt of which the Vendor hereby and by the Receipt and Memo of Consideration hereunder written, admits and acknowledges.

8. Terms of Transfer

8.1 **Salient Terms:** The transfer being effected by this Conveyance is:

feet, more or less [out of 14.2 (fourteen point two) decimal equivalent to 8 (eight) *cottah* 9 (nine) *chittack* and 20.52 (twenty point five two) square feet, more or less], being a portion of L.R. *Dag* No.900, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, presently recorded and numbered as Municipal Holding Nos. 47, 51, 55, 60, 61, 107 and 183, Khan Road, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly, being collectively delineated and demarcated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

| | | |
|---------------------|---|--|
| On the North | : | By Khan Road |
| On the East | : | By L.R. <i>Dag</i> Nos.944, 945, 946, 947 and Part of L.R. <i>Dag</i> No.898 |
| On the South | : | By L.R. <i>Dag</i> No.943 |
| On the West | : | By L.R. <i>Dag</i> Nos. 899, 941 and 942 |

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

Part II
(Said Share Of Said Property)
[Subject Matter of Conveyance]

Undivided 1/47th (one forty seventh) share and/or interest of the Vendor in the Said Property, being (1) land classified as *bagan* (garden) measuring 9.7823 (nine point seven eight two three) decimal equivalent to 5 (five) *cottah* 14 (fourteen) *chittack* and 31.10 (thirty one point one zero) square feet, more or less, comprised in L.R. *Dag* No.898, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, presently recorded and numbered as Municipal Holding Nos. 47, 51, 55, 60, 61, 107, 139 and 183, Khan Road, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly and (2) land classified as *nala* (water channel) measuring 0.0574 (zero point zero five seven four) decimal equivalent to 25.0034 (twenty five point zero zero three four) square feet, more or less, comprised in L.R. *Dag* No.900, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, presently recorded and numbered as Municipal Holding Nos. 47, 51, 55, 60, 61, 107 and 183, Khan Road, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Share Of Said Property and appurtenances and inheritances for access and user thereof

The details of the Said Share Of Said Property are tabulated below:

| <i>Mouza</i> | L.R. <i>Dag</i> Nos. | L.R. <i>Khatian</i> No. | Total Area of <i>Dag</i> (in decimal) | Total Area Sold (in decimal) | Name of the Recorded Owner |
|--------------|----------------------|-------------------------|---------------------------------------|------------------------------|---|
| Mankundu | 898 | 4294 | 986.20 | 9.7823 | Jubilant First Trust Healthcare Limited |
| Mankundu | 900 | 4294 | 14.20 | 0.0574 | Jubilant First Trust Healthcare Limited |
| | | | Total: | 9.8397 | |

- 8.1.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute:** absolute, irreversible and perpetual.
- 8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lis pendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargadars* and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor.
- 8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Share Of Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Share Of Said Property.
- 8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:
- 8.2.1 **Indemnification by Vendor:** express indemnification by the Vendor about the correctness of the Vendor's title, Vendor's authority to sell and non existence of any encumbrances on the Said Share Of Said Property, which if found defective or untrue at any time, the Vendor shall, at all times hereafter, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify. To this effect, the Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest and assigns, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser's and/or the Purchaser's successors-in-interest and assigns by reason of any claim made by any third parties with respect to the title of the Vendor provided such claims or demands do not pertain to the period on and from the date of this Conveyance.
- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendor and vendee (which in this Conveyance means the Purchaser) as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** The Vendor has handed over *khas*, vacant, peaceful and physical possession of the Said Share Of Said Property to the Purchaser.
- 8.4 **Outgoings:** All statutory revenue, cess, taxes, surcharge, outgoing and levies of or on the Said Share Of Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby indemnifies and agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified. On and from the date of execution of this Conveyance, the Purchaser shall be responsible for the payment and discharge of all outgoing in respect of the Said Share Of Said Property including but not limited to land revenue, property tax, water tax, sewerage and other charges, and all such outgoing, statutory taxes, fees, statutory dues, charges, demands, premiums, revenues and all dues and necessary charges to the respective statutory or governmental authority in respect of the Said Share Of Said Property, with regard to which the

Purchaser hereby indemnifies and agrees to keep the Vendor fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession:** The Vendor hereby covenants that the Purchaser and its successors-in-interest and assigns shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Share Of Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate therein from, under or in trust from the Vendor.
- 8.6 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all public and statutory records and the Vendor hereby expressly consents to the same and the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Share Of Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.7 **Title Documents:** Simultaneously herewith, the Vendor has handed over all original title papers and documents in respect of the Said Share Of Said Property and/or the Said Property to the Purchaser.
- 8.8 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or its successors-in-interest and assigns, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Share Of Said Property.
- 8.9 **Stamp Duty and Registration:** The Parties to this Conveyance have mutually agreed that the cost of stamp duty, registration fee, legal charges and other incidental charges, expenses etc., payable for the execution and registration of this Conveyance for transfer of the Said Share Of Said Property and for completion of the said transfer in favour of the Purchaser, shall be solely borne and paid by the Purchaser and the Vendor shall not have to bear any part or portion of the same.

Schedule
Part I
(Said Property)

(1) The First Land, being land classified as *bagan* (garden) measuring 459.7664 (four hundred and fifty nine point seven six six four) decimal equivalent to 13 (thirteen) *bigha* 18 (eighteen) *cottah* 2 (two) *chittuck* and 24.26 (twenty four point two six) square feet, more or less [out of 986.2 (nine hundred and eighty six point two) decimal equivalent to 29 (twenty nine) *bigha* 16 (sixteen) *cottah* 10 (ten) *chittack* and 18.72 (eighteen point seven two) square feet, more or less], being a portion of L.R. *Dag* No.898, recorded in L.R. *Khatian* No.4294, *Mouza* Mankundu, J.L. No. 9, presently recorded and numbered as Municipal Holding Nos. 47, 51, 55, 60, 61, 107, 139 and 183, Khan Road, within Ward No.20 (formerly 16) of Bhadreswar Municipality, Police Station Bhadreswar, Sub-Registration District Chandannagore, District Hooghly **And** (2) the Second Land, being land classified as *nala* (water channel) measuring 2.6980 (two point six nine eight zero) decimal equivalent to 1 (one) *cottah* 10 (ten) *chittack* and 5.25 (five point two five) square

9. Execution and Delivery

9.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

Jubilant First Trust Healthcare Limited

Exulting City Developers Private Limited

Aashita Bhartia

(Aashita Bhartia)
Director
[Vendor]

Nitesh K. Bhopalka.

(Nitesh Kumar Bhopalka)
Authorized Signatory
[Purchaser]

Drafted and Executed by:

Sourav Banerjee, Advocate
R/1241/1090/2012

Witnesses:

Signature S. Mahadevan

Name S. MAHADEVAN

Father's Name LATE MR. V. SURIA NARAYANAN

Address Plot 1A, Sector 16A,
NOIDA, U.P.

Signature Abhishek Datta

Name Abhishek Datta

Father's Name Anup Kumar Datta

Address 7C K.S. Roy Road
Kolkata - 700001

Receipt and Memo of Consideration

Received from the withinnamed Purchaser the withinmentioned sum of Rs. 11,90,604/- (Rupees eleven lac ninety thousand six hundred and four) towards full and final payment of the consideration for sale of the Said Share Of Said Property described in **Part II** of the **Schedule** above, in the following manner:

| Mode | Date | Bank | Amount (Rs.) |
|-------------------------|------------|----------------------|--------------------|
| Demand Draft No. 054082 | 08-05-2013 | HDFC Bank | 11,90,604/- |
| | | Stephens Home Branch | |
| | | Total: | 11,90,604/- |

Jubilant First Trust Healthcare Limited

Aashti Bhartiya

(Aashti Bhartiya)
Director
[Vendor]

Witnesses:

Signature

S. Mahadevan

Name

S. MAHADEVAN

































Signature

Abhishek Datta

Name

Abhishek Datta

SPECIMEN FORM TEN FINGER PRINTS

| Sl. No. | Signature of the executants and/or purchaser Presentants | | | | | |
|---|--|---|---|---|---|---|
|  | <p><i>Alke Bha. Bhojale</i></p> |  Little |  Ring |  Middle |  Fore |  Thumb |
| | |  Thumb |  Fore |  Middle |  Ring |  Little |
|  | <p><i>Ankita Bhojale</i></p> |  Little |  Ring |  Middle |  Fore |  Thumb |
| | |  Thumb |  Fore |  Middle |  Ring |  Little |
| | |  Little |  Ring |  Middle |  Fore |  Thumb |
| | |  Thumb |  Fore |  Middle |  Ring |  Little |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 5
Page from 3400 to 3417
being No 01457 for the year 2013.



Handwritten signature

(Rezaul Huq) 16-May-2013
A. D. S. R. CHANDANNAGAR
Office of the A.D.S.R. CHANDANNAGAR
West Bengal

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Dated this 10th day of MAY, 2013

Between

**Jubilant First Trust Healthcare Limited
... Vendor**

And

**Exulting City Developers Pvt. Ltd.
... Purchaser**

CONVEYANCE

Portion of
L.R. *Day* Nos. 898 and 900
Mouza Mankundu
Police Station Bhadreswar
District Hooghly

Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001



Government Of West Bengal
Office Of the A.D.S.R. CHANDANNAGAR
District:-Hooghly

Endorsement For Deed Number : I - 01457 of 2013
(Serial No. 01597 of 2013)

On 10/05/2013

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

Presented for registration at 20.14 hrs on :10/05/2013, at the Private residence by Nitesh Kumar Bhopalka ,Claimant.

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

Execution is admitted on 10/05/2013 by

1. Aashti Bhartia
Director, Jubilant First Trust Healthcare Limited. (Pan No. A A A C F 9774 F), 78, Jessore Road (South), Barasat, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700127.
, By Profession : Others
2. Nitesh Kumar Bhopalka
Authorized Signatory, Exulting City Developers Private Limited (A A D C E 3117 A), 84a, Chitta Ranjan Avenue, Thana:-Bowbazar, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700012.
, By Profession : Others

Identified By Narendra Dhanuka, son of B. N. Dhanuka, 37/1, M. D. Road, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste: Hindu, By Profession: Service.

(Rezaul Huq)
A. D. S. R. CHANDANNAGAR

On 13/05/2013

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, 5 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount by Draft

Rs. 18530/- is paid , by the draft number 334239, Draft Date 10/05/2013, Bank Name State Bank of India, NETAJI SUBHAS ROAD BR., received on 13/05/2013

(Under Article : A(1) = 18513/- ,E = 14/- ,Excess amount = 3/- on 13/05/2013)

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.-16,83,092/-

Certified that the required stamp duty of this document is Rs.- 101006 /- and the Stamp duty paid as: Impressive Rs.- 10/-

Deficit stamp duty



(Rezaul Huq)
A. D. S. R. CHANDANNAGAR



Government Of West Bengal
Office Of the A.D.S.R. CHANDANNAGAR
District:-Hooghly

Endorsement For Deed Number : I - 01457 of 2013
(Serial No. 01597 of 2013)

Deficit stamp duty Rs. 101010/- is paid , by the draft number 334190, Draft Date 10/05/2013, Bank : State Bank of India, NETAJI SUBHAS ROAD BR., received on 13/05/2013

(Rezaul Huq)
A. D. S. R. CHANDANNAGAR



Rezaul Huq
(Rezaul Huq)
A. D. S. R. CHANDANNAGAR

