



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 209924

B 209924

DEED OF CONVEYANCE

This Deed is executed in Kolkata on this 3rd day of March 2014 (Two Thousand and Fourteen).

BETWEEN

JUBILANT FIRST TRUST HEALTHCARE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Plot No. 1A, Sector 16A, Noida, India 201 301, represented by its authorized signatory, Mr. Amit Arora, Director (hereinafter referred to as the "**Vendor**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest and assigns) of

No. 27169 Rs. 5000/- Date.....

28 FEB 2014

Name:- Narayan Hrudayalaya Pvt. Ltd.

Address:- 258/A, Bommasandra Industrial Area.

Vendor:- Subhankar Das

Alipur Collectorate, 24Pgs (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court kot - 27

Anerkal, Taluk.

Bangalore. 560099.

the **ONE PART**;

AND

NARAYANA HRUDAYALAYA PRIVATE LIMITED, a company incorporated under the Companies Act 1956 having its registered office at No. 258/A, Bommasandra Industrial Area, Anekal Taluk, Bangalore 560 099 represented by its authorized signatory, Dr. Ashutosh Raghuvanshi, Managing Director, Vice Chairman and Group Chief Executive Officer (hereinafter referred to as the "**Purchaser**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS:

1. The Vendor is absolutely seized and possessed of, or otherwise well and sufficiently entitled to the land measuring in the aggregate approximately 2.49 acres (i.e. 7 Bighas 9 Cotthas, 10 Chittacks and 26 sq. ft.) and the two buildings constructed thereon having an approximate area of 53,820 sq. ft. and 16,006 sq. ft. situated at 78 Jessore Road, South Barasat, P.S. Barasat, District 24 North Pragnas (North), Kolkata, West Bengal – 700 127 and comprised in the following Khatian Nos. 583,385/2,369,370 and Dag Nos. 1226,1224,1221 and 1225 and having different Jama all in Mouza Hariharpur, Thana Barasat Touzi No. 146 Pargana Anwarpur, J.L. No. 40, Revenue Survey No. 119, within Barasat Municipality and more particularly described in the Schedule hereto (hereinafter referred to as the '**Schedule Property**').
2. One Girdharidas Agarwala, a Hindu governed by Mitakshara School of Hindu Law died on or about the 18th day of February, 1966 intestate, being seized and possessed or otherwise well and sufficiently entitled to different pieces and parcels of land being grounds and gardens with structures thereon which the said Girdharidas Agarwala acquired with his self-acquired funds.
3. The said Girdharidas Agarwala was not a member of any Hindu Undivided Joint Family nor was there any

corpus in respect of any such joint estate which was utilized or applied towards the acquisition of the said several parcels of land (hereinafter referred to as "**the said property**") and also mentioned and described in the Bengali 'Kobala' bearing date the 27th day of March, 1939 executed by one Nokul Chandra Das in favour of said Girdharidas Agarwala, such conveyance in respect of the said parcels being registered in Book No. 1, Volume 15, pages 164 to 169 Being No. 1122 for the year 1939 before the Sub-Registrar at Barasat and more particularly described in the Schedule thereunder Written.

4. The said Girdharidas Agarwala died intestate leaving him surviving Smt. Munni Devi, Gokul Chand Agarwal and Bhola Nath Agarwal being his only widow and sons as his heirs and legal representatives.
5. On the basis of the provisions of West Bengal Estate Acquisition Act, settlement proceedings were undertaken by the State of West Bengal and in the finally published record of rights the name of the said Girdharidas Agarwala of No. 70, Paikpara Road, Calcutta was recorded by Khatian No. 583, 385/2, 369 and 370 all within Mouza Hariharpur, Thana Barasat, Pargana Anwarpur, Revenue Survey No. 119, J.L. No. 40 and Touzi No. 146 all within the Municipal limits of Barasat Municipality and recorded as Holding No. 78/146, Jessore Road South (Ward No. 9) and for which an aggregate sum of Rs.10.62 paise was payable as annual rent to the Collector of Pargana Anwarpur, now District 24 Parganas (North).
6. On the demise without a Will of the said Girdharidas Agarwala, the said property was inherited by Smt. Munni Devi, Gokul Chand Agarwal and Bhola Nath Agarwal, the widow and the sons of Girdharidas Agarwala, being the only heirs and legal representatives of the said deceased Girdharidas Agarwala. The names of the heirs and legal representatives were duly recorded in the records maintained by the Junior Land Reforms Office, Barasat, who by a certificate thereof confirmed that the said heirs and legal representatives being the only and legal representatives of the said Girdharidas Agarwala had been recorded as the holder of the several parcels of land covered by different Khatians covering the several parcels along with all buildings, structures, garden, trees and grounds.

7. By a Deed of Conveyance dated 5th January, 1976 executed between the said Munni Devi, Gokul Chand Agarwal and Bhola Nath Agarwal being the heirs and legal representatives of the said Girdharidas Agarwala therein described as the Vendors and Nabin Designers & Constructors Private Limited ("**Nabin Designers**") therein described as the Purchaser, the said heirs and legal representatives sold, transferred, granted, assured and assigned unto the Nabin Designers of the said property (containing an area of 3 acres 5 decimals) more particularly described in the Schedule there under written and which was duly registered for the valuable consideration mentioned therein and duly registered in Book No.I , Volume No. 15 Pages 100 to 110, being No. 36 for the year 1976 in the office of the Registrar of Assurances, Calcutta.
8. By six several Deeds of Conveyances all made on the 28th day of June, 2004 executed between Nabin Designers and Bengal Chemists & Druggists Association as the Purchaser therein, Nabin Designers sold, transferred, conveyed, assured and assigned unto the said Purchaser several plots being Plot Nos. A, B, C, D, E, & F having a total area of 1 Bigha, 10 Cottahs, 15 Chittack and 42 sq. ft. of land for valuable considerations mentioned in the said Deeds of Conveyances all of which had been duly registered in Book No.1, Being Nos. 858, 859, 860, 861, 862, and 863 respectively for the year 2005 being a part of the said property.
9. By Deed of Conveyance dated 16th November, 2007 Nabin Designers therein described as the Nabin Designers sold, transferred, granted, assured and assigned the Schedule Property to Jubilant First Trust Healthcare Limited (the Vendor herein) therein referred as the Purchaser, which was duly registered for the valuable consideration mentioned therein and duly registered in Book No.I , Volume No. 1, being No. 2329 for the year 2007 in the office of the Registrar of Assurances, Calcutta.
10. After the sale of part of the Schedule Property as aforesaid, the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Schedule Property together with all the constructions thereon free from all encumbrances, charges, liens, lis pendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature and more particularly described in the Schedule hereunder written.

11. The Vendor represents to the Purchaser that there is no agreement for sale of the Schedule Property currently pending between the Vendor and any other person/firm/company/trust/body.
12. The Vendor represents to the Purchaser that there are no attachments under the Income Tax Act or otherwise in respect of the Schedule Property or any part thereof, nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Vendor or any of its authorized officers.
13. Relying on the representations and assurances of the Vendor and also based on physical verification of the Schedule Property, the Purchaser has agreed to purchase and acquire the Schedule Property from the Vendor, free from all encumbrances, the Schedule Premises for the consideration as set out in the Business Transfer Agreement which has been paid by the Purchaser to the Vendor on or before the execution of these presents.

NOW THIS INDENTURE WITNESSETH that in consideration of the payment of the consideration under the Business Transfer Agreement on or before the execution of these presents (the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same the Vendor doth hereby forever acquits releases and discharges the Purchaser by these presents) the Vendor doth hereby sell, grants, transfers, conveys, assures and assigns unto the Purchaser the said several parcels of land along with buildings with appurtenances being the Schedule Property more fully described in the Schedule below free from all encumbrances TOGETHER WITH all buildings, fixtures, yards, court yards, sewers, lights, rights, liberties, privileges, easements, and appurtenances whatsoever to the said parcels of lands with structures, hereditaments and premises belonging or appurtenant thereto and all the estate, right, title, interest, claim and demand whatsoever of the Vendor in to or upon the Schedule Property TOGETHER WITH all deeds and documents of title whatsoever in any way relating to or concerning the said portions of the Schedule Property or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any other person or persons from whom the Vendor may procure the same without any action or suit TO HAVE

AND TO HOLD the Schedule Property absolutely and forever AND the Vendor doth hereby covenant with the Purchaser THAT NOTWITHSTANDING any act deed or thing by the Vendor or by any of its predecessors-in-title done, executed or knowingly suffered to the contrary, the Vendor is lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the Schedule Property, without any manner or condition of use, any trust or otherwise 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 now good right, full power and absolute authority to grant the Schedule Property unto and to the use of the Purchaser in the manner hereinbefore mentioned and the Purchaser and its successors-in-interest and assigns shall and may at all times hereafter peaceably and quietly possesses and enjoy the Schedule Property and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons or company lawfully or equitably claiming from under or in trust for them or from or under any of their predecessors-in-title AND free and clear and absolutely discharged against all estates and encumbrances created by the Vendor (or by any of their predecessors-in-title) or any person or persons or company lawfully or equitably claiming from under or in trust for them or under any of their predecessors-in-title.

The Vendor will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the Schedule Property and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required. The Purchaser shall, at its sole cost and expense in all respects, including any stamp duty and transfer duty or charges, get the name of the Purchaser substituted and mutated in place of the Vendor in the relevant records including government/municipal records. The Vendor hereby agrees to sign all the relevant and necessary documents as may be reasonably required by the Purchaser for this purpose. Further, the Vendor and the Purchaser shall, at the request fo the Purchaser, attend the offices of the sub-registrar of assurances to register this Deed.



The consideration hereunder for the Schedule Property forms part of the consideration under the Business Transfer Agreement. However, only for the purpose of payment of stamp duty and registration the Schedule Property is valued. The value of the Schedule Property is Rs.36,00,00,000 (Rupees Thirty Six Crore).

SCHEDULE

(SCHEDULE PROPERTY)

ALL THAT the piece or parcel of Land measuring in the aggregate approximately 2.49 acres (7 Bighas 9 Cotthas, 10 Chittacks and 26 sq. ft.), together with one constructed 6 storied main building with area measuring approximately 53,820 sq. ft. and one constructed 4 storied annexure building with area measuring approximately, 16,006 sq. ft. with land within the Municipal limits of Barasat being a part of Municipal Holding No. 78 Jessore Road, South Barasat, P.S. Barasat, District 24 North Pragnas (North), Kolkata, West Bengal – 700 127 and comprised in the following Khatian Nos. 583,385/2,369,370 and Dag Nos. 1226,1224,1221 and 1225 and having different Jama all in Mouza Hariharpur, Thana Barasat Touzi No. 146 Pargana Anwarpur, J.L. No. 40, Revenue Survey No. 119, within Barasat Municipality and also delineated in the Map or plan hereto annexed and marked with Red border therein OR HOWESOEVER OR OTHERWISE the said property or premises is called known numbered described or distinguished butted and bounded in the manner followings

ON THE NORTH BY:	Dwelling Houses
ON THE SOUTH BY:	BCDA College of Pharmacy & Technology and Dwelling House
ON THE EAST BY:	Jessore Road;
ON THE WEST BY:	Dwelling Houses

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written



Amit Arora
AMIT ARORA
DIRECTOR



SIGNED SEALED AND DELIVERED

By VENDOR of the ONE PART at Kolkata

In the presence of:

Rahul Chakrabarti
Aashirvad Apts, Flat No.5
36/1/14 P.K. Road
Kolkata- 700015

Rahul Chakrabarti

SIGNED SEALED AND DELIVERED by

PURCHASER of the OTHER PART at Kolkata

In the presence of:



Rahul Chakrabarti
Aashirvad Apts, Flat No.5
36/1/14 P.K. Road
Kolkata- 700015

Rahul Chakrabarti
Ashutosh Raychoudhary