

09486/14

12-I-09898/14



n/c-2616/14

17AA 315079

Handwritten notes: 22/10/14, 5.7657, 19971.

पश्चिम बंगाल WEST BENGAL

Handwritten notes: 23048/14, 7,00,605/-

Notified that the Document is admitted to registration. The Signature Sheet and the consent sheets attached to this document are the part of this Document

Additional Registrar of Assurances-1 Kolkata  
07-11-14

CONVEYANCE

1. Date: 22.10.2014
2. Place: Kolkata
3. Parties:

3.1 Anubhav Biotech Limited, a company incorporated under the Companies Act 1956, having its registered office at 152, Nath Muslimpara, Kolkata-700148, Police Station Sonarpur, Post Office Harinavi, District South 24 Parganas (CIN U74999WB2008PTC127698), [PAN AAHCA2671D], being represented by its <sup>Director</sup> Authorised Signatory, Asit Kumar Ghosh, son of Late Sachindra Nath Ghosh, by faith Hindu, by Occupation-Service (Authorised vide board resolution dated 13/10/2014) (hereinafter referred to as Vendor, which includes successors-in-interest)

Asit Kumar Ghosh

118767

Sl. No..... Sold To.....  
Rs..... Adrs .....  
P. K. DAS  
(Govt) LICENSED STAMP VENDOR  
11A, Mirza Ghalib Street, Kol-87  
L. No-285, RS.....  
Date..... Sign..... ✓

Sujata Ghosh  
Advocate  
High Court Calcutta

19 MAR 2014

Aziz Kumar Ghosh



5986L

ANUBHAV BIOTECH LTD.

Aziz Kumar Ghosh

Director



ADDITIONAL REGISTRAR  
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Identified by me:  
Tahid Hossain Mofle  
S/O Late Haqeeb Mofle  
Manik Das, P.S. Sonarpur  
202-198,

And

- 3.2 Delphinium Projects Limited, a company incorporated under the Companies Act 1956, having its registered office at 53/4, P.N. Middy Road, Kolkata-700056, Police Station Belgharia [PAN AAECD1075B], being represented by its Director, Pradip Kumar Kedia, son of Nand Kishore Kedia, by faith Hindu, by Occupation-Service  
(hereinafter referred as Purchaser, includes successors-in-interest)

Vendor and Purchaser are collectively referred to as Parties and individually as Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 Said Property: *Danga* land measuring 2.89 (two point eight nine) decimal, more or less, out of 96 (ninety six) decimal, comprised in R.S./L.R. *Dag* No. 593, recorded in R.S. *Khatian* No. 436, L.R. *Khatian* Nos. 134 and 315, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas (Said Property), morefully described in the Schedule below, delineated in Plan attached herewith bordered in colour Red thereon 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 Property and appurtenances and inheritances for access and user thereof, being free from all encumbrances.

5. Background, Representations, Warranties and Covenants of the Vendor:-

- 5.1 Representations and Warranties Regarding Title: The Vendor represents, warrants and covenants regarding title as follows:
- 5.1.1 Ownership of Dulal Chandra Ghosh And Another: Dulal Chandra Ghosh and Kangal Chandra Ghosh (collectively Dulal Chandra Ghosh And Another) were the joint recorded owners of *Danga* land measuring 96 (ninety six) decimal, comprised in R.S./L.R. *Dag* No. 593, recorded in R.S. *Khatian* No. 436, L.R. *Khatian* Nos. 134 and 315, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas (Mother Property).
- 5.1.2 Demise of Dulal Chandra Ghosh: Dulal Chandra Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law, died intestate on 19th April, 1988 leaving behind him surviving his 4 (four) sons, namely, Dilip Kumar Ghosh, Dipak Kumar Ghosh, Tarun Ghosh and Pradip Ghosh and 2 (two) daughters, namely, Namita Ghosh, wife of Sankar Ghosh and Sabita Bahadur nee Ghosh, wife of Ranjit Bahadur, as his only legal heirs and heiresses (collectively Legal Heirs Of Late Dulal Chandra Ghosh), who jointly and in equal share inherited the entire right, title and interest of Late Dulal Chandra Ghosh in the Mother Property.
- 5.1.3 Demise of Kangal Chandra Ghosh: Kangal Chandra Ghosh, a Hindu governed



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by the *Dayabhaga* School of Hindu Law, died intestate on 15th October, 1988 leaving behind him surviving his 3 (three) sons, namely, Santosh Kumar Ghosh, Nabin Ghosh and Sambhu Ghosh and 3 (three) daughters, namely, Neela Biswas nee Ghosh, wife of Late Narendra Nath Biswas, Meera Ghosh, wife of Late Sufal Ghosh and Chhaya Ghosh, wife of Sachindra Nath Ghosh, as his only legal heirs and heiresses (collectively Legal Heirs Of Late Kangal Chandra Ghosh), who jointly and in equal share inherited the entire right, title and interest of Late Kangal Chandra Ghosh in the Mother Property.

- 5.1.4 **Sale to Vendor:** By a Deed of Conveyance dated 4th June, 2009, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 17, at Pages 5523 to 5554, being Deed No. 06101 for the year 2009, the Legal Heirs Of Late Dulal Chandra Ghosh and Late Kangal Chandra Ghosh, jointly sold to Vendor, Danga land measuring 7.74 (seven point seven four) decimal, more or less, out of the Mother Property (Larger Property).
- 5.1.5 **Absolute Ownership of Vendor:** In the aforesaid circumstances and by virtue of purchase, the Vendor has become the absolute owner of the Larger Property and the Said Property, being land measuring 2.89 (two point eight nine) decimal is a part of the Larger Property, being the subject matter of sale.
- 5.2 **Representations, Warranties and Covenants Regarding Encumbrances:** The Vendor represents, warrants and covenants 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 Property and declares that the Said Property has not been 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 or 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 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, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues:** No tax in respect of the 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.



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- 5.2.6 **No Right of Preemption:** No person or persons whosoever have/had/has any right of preemption over and in respect of the 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 Property or any part thereof.
- 5.2.8 **Free From All Encumbrances:** as on the date of registration of this deed, the Said Property is free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debutter*s, trusts, prohibitions, Income Tax attachment, 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 Property is free, clear and marketable.
- 5.2.9 **No Personal Guarantee:** The Said Property has not been affected by or subject to any personal 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 Property or any part thereof.

## 6. Basic Understanding

**Sale of Said Property:** The basic understanding between the Vendor and the Purchaser is that the Vendor shall sell the 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 from the Vendor.

## 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 Property, i.e. *danga* land measuring 2.89 (two point eight nine) decimal, more or less, out of 96 (ninety six) decimal, comprised in R.S./L.R. *Dag* No. 593, recorded in R.S. *Khatian* No. 436, L.R. *Khatian* Nos. 134 and 315, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas 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 Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.



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7.2 **Consideration:** The aforesaid transfer is being made in consideration of a total sum of Rs.5,24,535/- (Rupees five lac twenty four thousand five hundred and thirty five) (Consideration) paid by the Purchaser, receipt of which the Vendor herein as well as in Receipt of Memo below, written, admits and acknowledges.

8. **Terms of Transfer**

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

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:** as on the date of registration of this deed, free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, *debentures*, 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.

8.1.4 **Together with All Other Appurtenances:** together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property.

8.2 **Subject to:** The transfer being effected by this Conveyance is subject to:

8.2.1 **Indemnification:** 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 Property and this Conveyance is being accepted by the Purchaser on such express indemnification by the Vendor, 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, indemnifies and keep indemnified the Purchaser and/or the Purchaser's successors-in-interest, of, from and against any loss, damage, costs, charges and expenses, which may be suffered by the Purchaser and/or the Purchaser's successors-in-interest by reason of the aforesaid. Pertinent to mention herein that, if any of the representations, warranties of Vendor as aforesaid is found to be defective or untrue, 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 the same and if the Purchaser's think it necessary to execute any document for further or more perfectly assuring the title of the Said Property, the same shall be executed by the Vendor but the cost in this regard is to be born by the Purchaser.



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- 8.2.2 **Transfer of Property Act:** all obligations and duties of vendors and vendees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession:** the Vendor hereby declares and confirms that, the Vendor hereby delivers vacant and peaceful possession of the Said Property to the Purchaser and hereinafter the Purchaser shall be entitled to hold, possess and enjoy the Said Property.
- 8.4 **Holding Possession:** The Vendor hereby covenants that the Purchaser and the Purchaser's assignees shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof to the use of the Purchaser 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 by the Vendor, 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.
- 8.5 **No Objection to Mutation:** The Vendor declares that the Purchaser shall be fully entitled to mutate the Purchaser's name in all concerned public and statutory records and the Vendor hereby expressly (1) consents to the same and (2) appoints the Purchaser as the constituted attorneys of the Vendor and empowers and authorizes the Purchaser to sign all papers and documents and take all steps whatsoever or howsoever in this regard. Notwithstanding such grant of powers and authorities, the Vendor undertakes to cooperate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.6 **Further Acts:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or Purchaser's successors-in-interest, 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 Property.

Schedule  
[Subject Matter of Sale]  
(Said Property)

*Danga* land measuring 2.89 (two point eight nine) decimal, more or less, out of 96 (ninety six) decimal, comprised in R.S./L.R. *Dag* No. 593, recorded in R.S. *Khatian* No. 436, L.R. *Khatian* Nos. 134 and 315, *Mouza* Manikpur, J.L. No. 77, Police Station Sonarpur, District South 24 Parganas, delineated in Plan attached hereto and boarded in colour Red thereon and the said *Dag* is butted and bounded as follows:



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- On the North : By R.S. *Dag* No. 568
- On the East : By R.S. *Dag* No. 594 and 595
- On the South : By Others *Dag*
- On the West : By R.S. *Dag* No. 591 and 592

The Said Property is tabulated below:

R.S./L.R. <i>Dag</i>	Total Area	R.S. Khatian	L.R. <i>Khatian</i>	Recorded Share	Area Recorded	Name of the Recorded Owner
593	96 decimal	436	134	5000 out of 10000	48 decimal	Kangal Chandra Ghosh
593	96 decimal	436	315	5000 out of 10000	48 decimal	Dulal Chandra Ghosh
			Total Area Conveyed In This Deed			2.89 decimal out of 96 decimal

Together with all title, benefits, liberties, paths, passages, easement, authorities, claims, demands, usufructs, 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, free from all encumbrances.



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9. Execution and Delivery

9.1 In Witness Whereof the Vendor has executed and delivered this Conveyance on the date mentioned above.

**ANUBHAV BIOTECH LTD.**

*Asit Kumar Ghosh*  
**Director**

(Asit Kumar Ghosh)  
[Authorised Signatory]  
(Anubhav Biotech Limited)

[Vendor]

Drafted By:

*Sujata Ghosh*

Sujata Ghosh, Advocate  
High Court at Calcutta

Witnesses:

Signature *Tahid Hossain Khan*

Name \_\_\_\_\_

Father's Name *Late Alauddin Khan*

Address *Maxipus, Sonarpur*

*101 - 1A8*

Signature *Sanjeev K. Bansal*

Name \_\_\_\_\_

Father's Name *Ram Suman Chakraborty*

Address *36C, B.J. Road*

*Kolkata - 700002*

ST/1/10/11

10/11/14



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## Receipt And Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs.5,24,535/- (Rupees five lac twenty four thousand five hundred and thirty five) towards full and final payment of the consideration for sale of the Said Property described in the Schedule above, in the following manner:

Sl No.	Favouring	Demand Draft No. And Date	Bank And Branch	Amount (Rs.)
1.	Anubhav Biotech Limited	221058	HDFC Bank	5,24,535/-
2.		dt 21/10/2014	Stephen House	
3.				
4.				
			Total	5,24,535/-

ANUBHAV BIOTECH LTD.

*Asit Kumar Ghosh*  
Director

(Asit Kumar Ghosh)  
[Authorised Signatory]  
[Anubhav Biotech Limited]

[Vendor]

## Witnesses:

Signature *Tahira Hossain, M.P.C.*

Name \_\_\_\_\_

Signature *Sanjeev K. Bansi*

Name *Sanjeev K Bansi*



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**SITE PLAN OF THE L.R. PLOT NO. 593, AT MOUZA.MANIKPUR,  
J.L. NO. 77, POLICE STATION-SONARPUR,24-PARGANAS(S)**

**SALEABLE AREA - 2.89 Decimals.**

**PORTION TO BE CONVEYED SHOWN IN RED BORDER  
NOT TO SCALE**



**ANUBHAV BIOTECH LTD.**

*Asit Kumar Ghosh*

**Director**

**SIGNATURE OF PURCHASER**

**SIGNATURE OF VENDORS**



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**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 09898 of 2014**  
**(Serial No. 09486 of 2014 and Query No. 1901L000023048 of 2014)**

**On 22/10/2014**

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

Presented for registration at 17.15 hrs on :22/10/2014, at the Private residence by Asit Kumar Ghosh ,Executant.

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

Execution is admitted on 22/10/2014 by

1. Asit Kumar Ghosh  
Director, Anubhav Biotech Ltd, 152, Nath Muslimpara, Kolkata, Thana:-Sonarpur, P.O. :-Harinavi, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148.  
, By Profession : Others  
Identified By Tahir Hossain Molla, son of Lt. Alauddin Molla, Manikpur, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700148, By Caste: Muslim, By Profession: Others.

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

**On 05/11/2014**

**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.-7,00,605/-

Certified that the required stamp duty of this document is Rs.- 42056 /- and the Stamp duty paid as: Impresive Rs.- 20/-

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

**On 07/11/2014**

**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, 5 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 7798/- is paid , by the draft number 871018, Draft Date 22/10/2014, Bank Name State Bank of India, NETAJI SUBHAS ROAD BR., received on 07/11/2014

( Under Article : A(1) = 7700/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 07/11/2014 )

**Deficit stamp duty**



( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

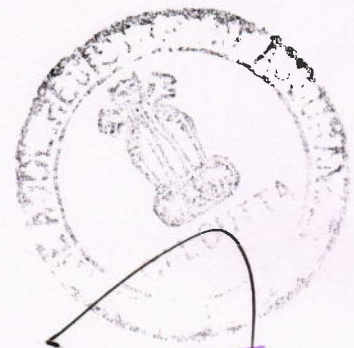
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**Endorsement For Deed Number : I - 09898 of 2014**  
**(Serial No. 09486 of 2014 and Query No. 1901L000023048 of 2014)**

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Deficit stamp duty Rs. 42056/- is paid , by the draft number 871014, Draft Date 22/10/2014, Bank : State Bank of India, NETAJI SUBHAS ROAD BR., received on 07/11/2014

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



**ADDITIONAL REGISTRAR**  
**OF ASSURANCES-I, KOLKATA**  
**- 7 NOV 2014**

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



**SPECIMEN FORM TEN FINGER PRINTS**

No. \_\_\_\_\_  
Signature of the  
executants and/or  
purchaser Presentants

**DELPHINIUM PROJECTS PVT. LTD.**

Pradip Kumar Kedia

**Director**



Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

**ANUBHAV BIOTECH LTD.**



**Director**

Anubhav Kumar

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little



I certify that the above is a true and correct copy of the original document as per the Vendor's / Purchaser's



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 24  
Page from 7555 to 7569  
being No 09898 for the year 2014.



(Dinabandhu Roy) 10-November-2014  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal