

02388

1-02237/2015



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 064739

ascertained that the document is authentic
e registration, the signature sheets and
as endorsement sheets attached with
the document are part of this document.

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas

12 MAR 2015

THIS DEED OF CONVEYANCE made this 12th day
of Two Thousand Fifteen (2015) BETWEEN

Contd.P/2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02237 of 2015
(Serial No. 02388 of 2015 and Query No. 1604L000003039 of 2015)

On 12/03/2015

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

Presented for registration at 20.05 hrs on :12/03/2015, at the Private residence by Alok Kumar Datta, Executant.

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

Execution is admitted on 12/03/2015 by

1. Alok Kumar Datta, son of Late Kamal Kumar Dutta, 1a/3a/2 Hazra Bagan Lane, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700015, By Caste Hindu, By Profession : Others

Identified By Mihir Nandi, son of Rajmohan Nandy, 78 Thana Rd Khardah, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Service.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 13/03/2015

Certificate of Market Value (WB PUVTI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-20,60,604/-

Certified that the required stamp duty of this document is Rs.- 123646 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 16/03/2015

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.

Payment of Fees:

Amount by Draft

Rs. 22700/- is paid, by the draft number 232440, Draft Date 13/03/2015, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 16/03/2015

(Under Article : A(1) = 22660/-, E = 7/-, H = 28/-, M(b) = 4/- Excess amount on 16/03/2015)

Deficit stamp duty

Deficit stamp duty



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

16/03/2015 13:37:00

Endorsement Page 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02237 of 2015
(Serial No. 02388 of 2015 and Query No. 1604L000003039 of 2015)

1. Rs. 49000/- is paid , by the draft number 885751, Draft Date 13/03/2015, Bank : State Bank of India, ESPLANADE, received on 16/03/2015
2. Rs. 49000/- is paid , by the draft number 885746, Draft Date 13/03/2015, Bank : State Bank of India, ESPLANADE, received on 16/03/2015
3. Rs. 25550/- is paid , by the draft number 232435, Draft Date 13/03/2015, Bank : State Bank of India, BEPIN BEHARI GANGULY ST, received on 16/03/2015

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

16/03/2015 13:37:00

Endorsement Page 2 of 2

ALOK KUMAR DATTA (PAN : ACOPD 9595 M) son of Late Kamal Kumar Dutta residing at 1A/3A/2, Hazra Bagan Lane, P.S. - Entaly, Kolkata - 700 015, hereinafter referred to as "the **VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, legal representatives, administrators and assigns) of the **ONE PART**.

AND

CONFITECH NIWAS PRIVATE LIMITED, (PAN : AAFCC 6902 P) a company incorporated under the Companies Act, 1956, (CIN : U45400WB2014PTC202232) having its registered office at BE-61, Salt Lake Sector-1, 1st Floor, P.S. - Bidhan Nagar, Kolkata - 700 064, Represented by its Director **AJAY KUMAR PRASAD** (PAN : CMSPP 9322 G) son of Sri Jay Mangal Prasad residing at 62/B/P, J. N. Mukherjee Road, P.S. Ghusuri, Howrah - 711 107, hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office, representatives and assigns) of the **OTHER PART**.

WHEREAS Khorsad Ali Molla was seized and possessed of and/or otherwise fully and sufficiently entitled to the piece and parcel of land measuring 10 Decimal, be the same a little more or less comprised in Dag No. 679, recorded in Khatian No. 103 lying and situate at Mouza Manikpur, J.L. No. 77, R.S. No. 226, Touzi No. 412, within the jurisdiction of the Rajpur Sonarpur Municipality, Police Station - Sonarpur, District - 24 Pgs (S) hereinafter referred to as the "**said Property**".

AND WHEREAS by virtue of a Kobala dated 11.11.1959 made between the said Khorsad Ali Molla therein referred to as the Vendor and Krishnabandhu Debnath therein referred to as the Purchaser and registered at the office of the Sub- Registrar Office Baruipur, South 24-

Parganas and recorded in Book No. 1, Volume No. 108, Pages 74 to 76, Being No. 9131 for the year 1959 the vendor therein for the consideration therein mentioned granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein ALL THAT the said Property absolutely and forever.

AND WHEREAS by a Bengali Kobala dated 16.05.1997 made between the said Krishnabandhu Debnath therein referred to as the Vendor and M/s. B. K. Biotech Private Limited therein referred to as the Purchaser and registered at the office of the A.D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 77, Pages 205 to 217, Being no. 4932 for the year 1997 the Vendor therein for the consideration therein mentioned granted transferred sold conveyed assigned and assured unto and in favour of the Purchaser therein ALL THAT the said Property absolutely and forever.

AND WHEREAS by a Bengali Kobala dated 16.05.2001 made between the said M/s. B. K. Biotech Private Limited therein referred to as the Vendor and Alok Kumar Datta the Vendor herein, therein referred to as the Purchaser and registered at the office of the A.D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 156, Pages 313 to 321, Being no. 9195 for the year 2002 the Vendor therein for the consideration therein mentioned granted transferred sold conveyed assigned and assured unto and in favour of the Purchaser therein ALL THAT the said Property absolutely and forever free from all encumbrances.

AND WHEREAS by virtue of aforesaid Deed of Sale (Bengali Kobala), Alok Kumar Datta the Vendor herein has become the sole and absolute owner and is seized and possessed of and or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of Sali Land measuring 100 Decimal more or less comprised in R.S. & L.R. Dag No. 679, situate and lying at Mouza Manikpur, J.L. No. 77, R.S. No. 226, Touzi No. 412, within the jurisdiction of the Rajpur Sonarpur Municipality, Police Station - Sonarpur, District - 24 Pgs (S) hereinafter referred to as the

"said Property" absolutely and forever free from all encumbrances and thereafter the Vendor herein got his name mutated in L.R. Khatian No. 1475 under records of B.L. & L.R.O. Sonarpur.

- A. The Vendor herein has held out, represented before, warranted and assured the Purchaser, as follows:-
- i. That the said Property is in uninterrupted and exclusive "Khas" peaceful vacant and physical possession of the Vendor without any disturbance obstruction claim or objection of any and every nature whatsoever from any person or persons and that no person or persons has/have ever claimed title or possession to the said Property or any part thereof adversely to the Vendor;
 - ii. That no part or portion of the said Property has ever been vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or Entire Property nor is there any case pending under such Acts or Statutes;
 - iii. That the Vendor never held nor holds any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property and that the Vendor has not done anything in violation or contravention of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Property;
 - iv. That the said Property or any portion thereof are not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority;
 - v. That no declaration has been made or notification published for acquisition or requisition of the said Property;

- vi. That the said Property or any portion thereof is neither under the Land Acquisition Act nor any other Act for the time being in force and that the said Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or case whatsoever;
- vii. That the said Property or any portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever;
- viii. That there is no impediment or restriction under any law for the time being in force on the Vendor which prevent or restrict the Vendor from selling conveying and transferring the said Property or any portion thereof unto and in favour of the Purchaser;
- ix. That no action, suit, appeal or litigation in respect of the said Property or in any way concerning the said Property or any part thereof is pending and that no person has ever claimed any right title interest or possession of any and every nature whatsoever in or in respect of the said Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor are the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person has or can claim any right title or interest of any and every nature whatsoever in the said Property or any portion thereof;
- x. That the said Property or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition

& Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981;

- xi.** That the said Property or any portion thereof is not affected by or subject to (a) any mortgage including mortgage by deposit of title deeds or anomalous mortgage under the Transfer of Property Act or any other Act, (b) any charge lien lispendens or annuity, (c) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (d) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (e) any debutter wakf or devseva, (f) any attachment including attachment before judgment of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or properties or any of them, (h) any right of any person under any agreement or otherwise, (i) any burden or obligation other than payment of Khajana/Revenue, (j) any other encumbrance of any kind whatsoever or any decree or order including any injunction or prohibitory order;
- xii.** That there is no defect in the Vendor's title to the said Property or any part thereof which could expose the Purchaser to any risk nor is there any material or latent defect in the said Property or any part thereof or in the Vendor's title thereto;
- xiii.** That no document judgment or any other order is in force as on date affecting the said Property or any part thereof nor is the said Property or any part thereof vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver;

xiv. That the Vendor has not done anything whereby the rights title or interest of the Vendor in the said Property or any part thereof could have been encumbered impeached challenged or disputed in any way;

- A. That the Purchaser relying on the aforesaid representations and assurances of the Vendor and believing the same to be true and correct and acting on the faith thereof has agreed to purchase and the Vendor has agreed to sell ALL THAT the piece and parcel of Sali land measuring 10 (ten) decimals more or less comprised in R.S. & L.R. Dag No. 679, recorded in L.R. Khatian No. 1475, lying and situate at Mouza Manikpur, J.L. No. 77, R.S. No. 226, Touzi No. 412, Police Station Sonarpur, District - 24 Pgs (S) TOGETHERWITH all title, benefits, easements and/or facilities, authorities, claims, demands, usufructs and tangible and intangible rights or however or whatsoever nature in the above property including the right of access to the said land more particularly described in Schedule hereunder written and hereinafter referred to as the '**said Property**' at or for the price or a total consideration of Rs. 20,50,000/- (Rupees Twenty Lacs Fifty Thousand) only absolutely and forever free from all encumbrances and liabilities whatsoever.
- B. The Purchaser has at or before execution of this deed of sale paid the full consideration money to the Vendor and the Vendor has put the Purchaser in Khas, peaceful, vacant and physical possession of the said Property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs. 20,50,000/- (Rupees Twenty Lacs Fifty Thousand) only duly paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt for the same hereunder written admits and acknowledges and of and from the same

in equity TO HAVE AND TO HOLD the said Property AND the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be together with right of ingress and egress and all other rights, interests, members and appurtenances belonging thereunto and every part thereof unto and to the use of the Purchaser absolutely and forever free from all mortgages, charges, liens, lispendens, encumbrances and liabilities whatsoever.

THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER:

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendor made, done, committed or knowingly or willingly suffered to the contrary, the Vendor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said Property in its entirety free from all encumbrances and liabilities whatsoever.
- b) That the Vendor has good right full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever.
- c) That the transfer being affected by this Conveyance is subject to indemnification by the Vendor about the correctness of Vendor's title and authority to sell as also the Representations 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 his own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.

- d) That the Vendor shall remain liable for all rents, rates, taxes and all other outgoings and impositions payable in respect of the said Property upto the date of these presents and the Vendor shall at all time keep the Purchaser saved, harmless and indemnified against any loss or damages if suffered by any claim of any person or persons or parties in respect of the said Property.
- e) That the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said Property hereby granted, sold, conveyed and transferred and receive and enjoy the rents issues and profits thereof and every part thereof without any lawful let, suit, trouble, hindrance, eviction, interruption, disturbance, claim and demand whatsoever from of or by the Vendor or any other person or persons lawfully or equitably claiming from through under or in trust for the Vendor.
- f) That the said Property benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands 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.
- g) That free and clear and freely and clearly and absolutely acquitted, exonerated, discharged and released or otherwise by the Vendor and at the cost and expenses of the Vendor well and sufficiently

saved, defended, kept, harmless and indemnified of from and against all and in manner of former and other estates, charges, mortgages, pledges, hypothecation, liens, lispendens, debts, attachments (including attachment under any certificate case or proceedings) executions, encumbrances and liabilities whatsoever made or suffered by the Vendor.

- h) That the Vendor doth hereby further covenant with the Purchaser and declare that no notice has been served upon the Vendor for acquisition and/or requisition of the said Property or any part thereof and that the said Property or any part thereof is not affected by any legal and/or statutory restriction or impediment or embargo and that no proceedings is pending in any Court or Tribunal or any other competent authority for acquiring or requisitioning the said Property or any part thereof or for any other reason.
- i) The Vendor doth hereby further covenant with the Purchaser that the Vendor has or hath not at any time done, executed or performed or suffered to the contrary or been party or privy to any act, deed, matter or thing whereby or by reason or by means whereof the said Property or any part thereof is or are or may be impeached, charged encumbered or affected by reason whereof the Vendor may be prevented from conveying the said Property in the manner aforesaid.
- j) Further the Vendor and all persons having or lawful or equitably claiming estates, rights, title, interest, Property claim and demand whatsoever into or upon the said 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 and/or

its successor or successors, executors, administrators, legal representative and/or assigns, make, do, acknowledge and execute or cause to be made, done, acknowledged and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly, effectually or satisfactorily granting transferring and assuring the said Property and every part and parcel thereof unto and to the use of the Purchaser as shall or may be reasonably required.

AND THE VENDOR DOTH HEREBY FURTHER DECLARE AND ASSURE THE PURCHASER as follows:

1. THAT the Vendor is and shall always be liable for payment of all arrears of rates, taxes, khazna, land revenue and other outgoings and impositions payable in respect of the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the date hereof, whether demanded or not till date by the authorities concerned, and all such outgoings shall be forthwith paid by the Vendor on a demand being made by the Purchaser and the Vendor shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof and also for all losses damages claims demands consequences and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof;
2. **AND THAT** the Vendor shall sign execute and deliver all papers documents instruments and writings and assist in all manner as may be required by the Purchaser herein from time to time for having the name of the Purchaser mutated in respect of the said Property hereby sold and conveyed;
3. **AND THAT** 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 (1) consents to the same and (2) appoints the Purchaser as the constituted attorney 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 co-operate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regards the Vendor shall sign all documents and papers as required by the Purchaser.

THE SCHEDULE ABOVE REFERRED TO

(the Property sold herewith)

ALL THAT the piece and parcel of Sali land measuring 10 Decimal more or less comprised in R.S. & L.R. Dag No. 679, recorded in L.R. Khatian No. 1475 lying and situate at Mouza Manikpur, J.L. No. 77, R.S. No. 226, Touzi No. 412, within the jurisdiction of the Rajpur Sonarpur Municipality, Police Station - Sonarpur, District - 24 Pgs (S) and delineated in the map or plan hereto annexed and thereon bordered RED with all other easements and/or facilities attached thereto including the right of access to the said land and butted and bounded in the manner as follows:

ON THE NORTH : By Dag o. 675

ON THE SOUTH : By Dag No. 680

ON THE EAST : By Mouza Malancha and Mouza Bade
Hooghly

ON THE WEST : By Dag No. 678

IN WITNESS WHEREOF the Vendor hereto has set and subscribed his hands the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
VENDOR at Kolkata in the presence of :-

1. Rajal Moran Adalch
Advocate
2/1, Anant 2nd Lane
Kolkata - 19.

Alok Kumar Datta
(VENDOR)

2. Mihir Namde
18, Thoma Road, Khardah
24 PPS (M)

Drafted by me

Tuhin Ranjan Chakraborty

(TUHIN RANJAN CHAKRABORTY)
Advocate, High Court, Calcutta

WB/1319/1999

RECEIVED of and from the withinnamed Purchaser the within mentioned sum of Rs. 20,50,000/- (Rupees Twenty Lacs Fifty Thousand only) being full consideration money as per Memo below :

MEMO OF CONSIDERATION

<u>Date</u>	<u>RTGS through Chq. No.</u>	<u>Bank Name & Branch</u>	<u>Amount (Rs.)</u>
11.03.2015	027279	ICICI Bank, P.C. Street Branch	20,50,000/-
		TOTAL	<u>20,50,000/-</u>

(Rupees Twenty Lacs Fifty Thousand Only)

WITNESSES :


1. Kajal Kaur Adar
Adv.
2. Mihir Nandi

Alok Kumar Datta
(VENDOR)

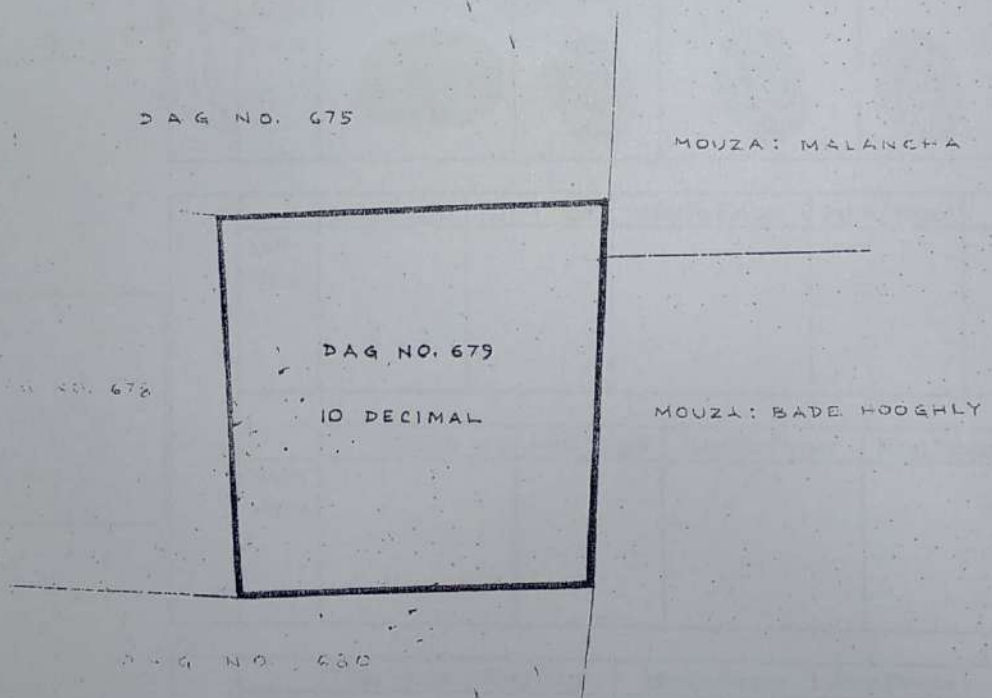
SALE DEED PLAN

MOUZA - MANIKPUR, J.L. NO. 77, L.R. KHATIAN NO. 1475, R.S. & L.R. DAG NO. 679, P.S. SONARPUR, DIST. - 24 PARGANAS (S)

SOLD AREA OF LAND 10 DECIMAL

SHOWN IN RED BORDER 

NAME OF PURCHASER : CONFITECH NIWAS PVT. LTD.



Alok Kumar Datta
(V E N D O R)

SPECIMEN FORM FOR TEN FINGERPRINTS

(5)



Abhishek Kumar Datta

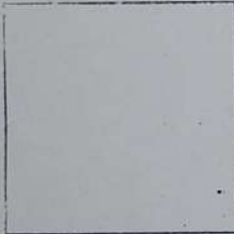
<i>Abhishek Kumar Datta</i>		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					



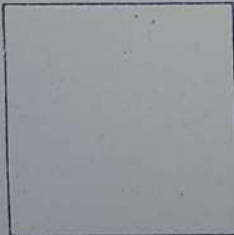
Vijay Kumar

CONFITECH NIWAS PVT. LTD.

<i>Vijay Kumar</i>		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					



		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

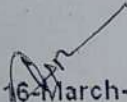


		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 2432 to 2452
being No 02237 for the year 2015.




(Tridip Misra) 16-March-2015
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal