

8-08603/2014

1800/14

www...

1-

1-

1-

1-



4/11/14

18-5

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

T 910434

19/11/14

Whereas the document is submitted for registration, the signature sheets and the endorsement sheets attached with this document are part of this document.

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
19 NOV 2014

Atok Kumar Datta

THIS DEED OF CONVEYANCE made this 19th day of November Two Thousand Fourteen (2014) BETWEEN

Contd.P/2

Abd kumar Datta

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

FREESIA PROPERTIES PVT. LTD. (PAN : AACCF 4361 J) a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014PTC 203101) having its registered office at 53/4, P.N. Middya Road, P.S.-Belgharia, Kolkata - 700 056, Represented by its Director **SRI ABHISHEK AGARWAL** son of **Sri HARI NARAYAN AGARWAL**, residing at P-511 Parnasree Pally, Kolkata- 700 060 and 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 one Arsad Ali Mistri and Bhadi Bibi were seized and possessed of and/or otherwise fully and sufficiently entitled to the piece and parcel of Sali land measuring 16 Decimal more or less comprised in Dag No. 675, recorded in R.S. Khatian No. 110 lying and situate at Mouza Manikpur, J.L. No. 77, R.S. No. 226, Touzi No. 412, Police Station - Sonarpur, District - 24 Pgs (S) referred as the "**said Entire Dag**".

WHEREAS by a Bengali Kobala dated 14.12.1960 made between the said Arsad Ali Mistri & Bhadi Bibi therein referred to as the Vendors and Krishnabandhu Debnath therein referred to as the Purchaser and registered at the office of the Sub- Registrar Baruipur, recorded in Book No. 1, Volume No. 107, Pages 200 to 202, Being No. 10250 for the year 1960 the Vendors therein for the consideration therein mentioned sold, transferred conveyed assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the entirety of the said Entire Dag 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 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 the scheduled property mentioned therein including the said Entire Dag absolutely and forever.

AND WHEREAS by a Bengali Kobala dated 16.05.2001 made between the said 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 the scheduled property mentioned therein including the said Entire Dag absolutely and forever.

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 16 Decimal more or less comprised in R.S. & L.R. Dag No. 675, along with other plots in different Dags situate and lying at Mouza Manikpur, J.L. No. 77, within the jurisdiction of the Rajpur Sonarpur Municipality, Police Station - Sonarpur, District - 24 Pgs (S) absolutely and forever free from all encumbrances and thereafter the Vendor herein got his name mutated in the records of B.L. & L.R.O. Sonarpur in L.R. Khatian No. 1475.

- A. The Vendor herein has held out, represented before, warranted and assured the Purchaser, as follows:-

- Not to be used for any purpose*
- i. That the said Entire Dag 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 Entire Dag or any part thereof adversely to the Vendor;
 - ii. That no part or portion of the said Entire Dag has ever been vested in the State under the provisions of the West Bengal Land Reforms Act, 1955 or any other Act or Statute applicable to the said Entire Dag 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 Entire Dag 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 Entire Dag;
 - iv. That the said Entire Dag 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 Entire Dag;
 - vi. That the said Entire Dag 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 Entire Dag or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any Act or case whatsoever;

- Scanned by CamScanner

liens 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/Revenuc, (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 Entire Dag or any part thereof which could expose the Purchaser to any risk nor is there any material or latent defect in the said Entire Dag 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 Entire Dag or any part thereof nor is the said Entire Dag 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 Entire Dag 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 Sah land measuring 10 decimals more or less (out of total Dag area 16 decimal) comprised in R.S. & L.R. Dag No. 675, recorded in L.R.

Khatian No. 1475, lying and situate at Mouza Manikpur, J.L. No. 77, 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 heretofore written admits and acknowledges and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser as well as the said Property hereby sold, conveyed and transferred and every part thereof) the Vendor doth hereby grant, sell, convey, transfer, assign, and assure unto and in favour of the Purchaser **ALL THAT** the piece and parcel of Sali land measuring 10 decimals more or less (out of total Dag area 16 decimal) comprised in R.S. & L.R. Dag No. 675, recorded in L.R. Khatian No. 1475, lying and situate at Mouza Manikpur, J.L. No. 77, Police Station Sonarpur, District - 24 Pgs (S) more particularly described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered RED and hereinbefore as well as hereinafter for the sake of brevity referred to as the "**said Property**" togetherwith all other easements and/or facilities attached thereto including the right of access to the said land TOGETHERWITH all other easement rights including the right of ingress

and egress and the compound and appurtenances belonging thereto OR HOWSOEVER OTHERWISE the said Property or any part thereof now are or is or at any time or times heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all paths, passages, waters, water-courses, sewers, drains and all manner of former and other lights, rights, liberties, easements, privileges, emoluments, advantages, appendages and appurtenances whatsoever to the said Property belonging or in anywise appertaining thereto or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions, remainder or remainders AND all the rents, issues and profits thereof AND all and every part thereof AND all the legal incidence thereof AND all the estate, right, title, interest, inheritance, use, property, possession, claim and demand whatsoever both at law and in equity of the Vendor into upon or in respect of the said Property and every part thereof hereby granted and transferred AND all deeds, pattahs, muniments, writing and evidences of title which in anywise relating to the said Property or any part thereof which now are or hereafter shall or may be in the custody, power or possession of the Vendor or any person or persons from whom the Vendor can or may procure the same without any action or suit at law or 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 DOTH 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.

Marked as such

- 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.

- 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 lispendens attachments trusts uses debuiters 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 all 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

ALL THAT the piece and parcel of Sali land measuring 10 Decimal more or less (out of total Dag area measuring 16 Decimal) comprised in R.S. & L.R. Dag No. 675, recorded in L.R. Khatian No. 1475 lying and situate at Mouza Manikpur, J.L. No. 77, 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 No. 674

ON THE SOUTH : By Dag No. 679

ON THE EAST : By Mouza Malancha

ON THE WEST : By Part of Dag No. 675

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. Kajal Kumar Adak
Advocate
Siddhanta Civil Court
Kolkata - 700014
2. Mihir Nandi
38, Manik Road, Howrah
24 Pgs (A)

HOR Kumar Datta
(VENDOR)

Drafted by me

Tushin Ranjan Chakraborty
(TUSHIN 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>Chq. No.</u>	<u>Bank Name & Branch</u>	<u>Amount (Rs.)</u>
17.11.2014	173251	ICICI Bank Ltd., Portugues Church Street Branch	20,50,000/-
		TOTAL	<u>20,50,000/-</u>

(Rupees Twenty Lacs Fifty Thousand Only)

WITNESSES :

1. *Kajal Kumar Advate*
Advate
2. *Mihir Namde*

ALOK Kumar Dnyan
(VENDOR)

SALE DEED PLAN

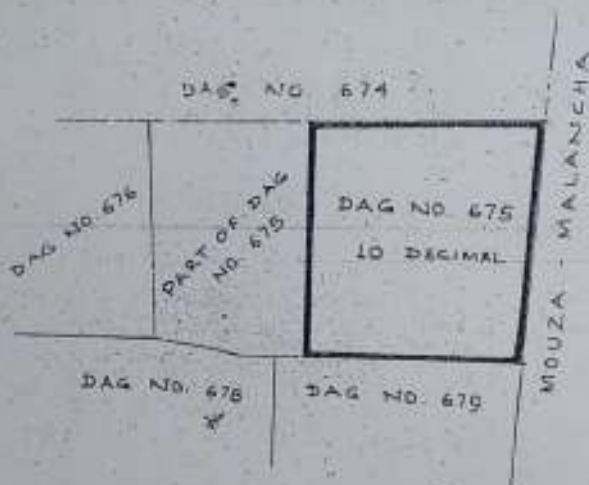
MOUZA - MANIKPUR, J.L. NO. 77, L.R. KHATIAN NO. 1475, R.S.
& L.R. DAG NO. 675, P.S. SONARPUR, DIST. - 24 PARGANAS (S)

SOLD AREA OF LAND 10 DECIMAL

SHOWN IN RED BORDER 

NAME OF PURCHASER : **FREESIA PROPERTIES PVT. LTD.**

N
4



Alex Kumar Saha
(VENDOR)

SPECIMEN FORM FOR TEN FINGERPRINTS



Alok Kumar Datta

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

FARESIA PROPERTIES PVT. LTD.



Alok Kumar Datta

Director/Authorised Signatory

	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					



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

Endorsement For Deed Number : I - 08603 of 2014
(Serial No. 08894 of 2014 and Query No. 1604L000019828 of 2014)

On 19/11/2014

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

Presented for registration at 18.52 hrs on :19/11/2014, at the Private residence by Alok Kumar Datta, Executant.

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

Execution is admitted on 19/11/2014 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 Nandi, 78 Thana Rd Khardaha, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Service.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 20/11/2014

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.-12,36,362/-

Certified that the required stamp duty of this document is Rs.- 74192 /- and the Stamp duty paid as Impresive Rs.- 100/-

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 24/11/2014

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, 4 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. 13635/- is paid , by the draft number 231640, Draft Date 18/11/2014, Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 24/11/2014

(Under Article : A(1) = 13596/- , E = 7/- , H = 28/- , M(b) = 4/-)

Deficit stamp duty



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2

24/11/2014 14:32:00



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

Endorsement For Deed Number : I - 08603 of 2014
(Serial No. 08894 of 2014 and Query No. 1604L000019828 of 2014)

Deficit stamp duty Rs. 74100/- is paid , by the draft number 231639, Draft Date 18/11/2014, Bank :
State Bank of India, BEPIN BEHARI GANGULY ST, received on 24/11/2014

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

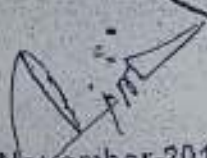


(Tridip Misra)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 50
Page from 1727 to 1746
being No 08603 for the year 2014.




(Tridip Misra) 25-November-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal