

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

BNO. 1848370/2018. Mr. B. 30, 55, 553/- AB 393274

Superified that the Francis is established as a second of the second of

DEED OF CONVEYANCE

-2 FEB 2019

THIS DEED OF CONVEYANCE made this 14 day of December, Two

**Thousand Eighteen** 

BETWEEN

BETOXY . ORGANICS

(INDIA)

PRIVATE

. LIMITED

SOLD TO BEFORY Organius Jordia Pot Lite

ADDRESS 1001
RS 1001
ANJUSHREE BANERIEE 1018

L. S. VENDOR (O. S. 1018)

HIGH COURT, KOLKATA-700 (O. N. 2018)

HIGH COURT, KOLKATA-700 (O. N. 2018)



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Pir 721454

(PAN AABCB7788G), a Company incorporated under the Companies Act, 1956, having its Registered Office at Village Ramchandrapur, P.O.Narendrapur, Police Station Sonarpur, Kolkata-700103, and represented by its Director, (1) Rabindra Srimal (PAN- ALKPS3516N) (Aadhaar No.201701665610), son of Late Kantilal Srimal, by occupation- Business, by Nationalty Indian, residing at PS Magnum, Flat 1B, Block 4, VIP Road, Kalkhali, P.O. Kalkhali, Police Station Rajarhat, Kolkata 700052, and (2) Anup Bhura (PAN AELPB6967J) (Aadhaar No.578634863789), son of Late Gambhir Chand Bhura residing at No.48A, Badridas Temple Street, P.O.& Police Station Manicktala, Kolkata 700004, both by Nationality Indian, hereinafter referred to as "the VENDOR" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors in office and/or assigns) of the ONE PART

#### AND

Ms. SNEHA BHURA, (PAN- ANWPB9806E) daughter of Shri Anup Bhura residing at 48A, Badri Das Temple Street, Shyambazar P.O. and P.S. Maniktala, Kolkata-700004, West Bengal hereinafter referred to as "the PURCHASER" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors in office and/or assigns) of the OTHER PART:

#### WHEREAS:

- A. The Vendor herein has held out, represented before and assured the Purchaser and warrant in favour of the Purchaser, inter alia, as follows:
  - That one Sambhunath Chattopadhyay, was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner amongst other properties to All That the piece or parcel of land containing an area of 2 (two) Bighas 10(ten) Cottahs 8(eight)

Chittacks more or less situate lying at and being a divided and demarcated portion of Dag No.585, recorded under Khatian No.763 in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, under Police Station-Sonarpur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, fully described in the First Schedule hereunder written (and hereinafter referred to as "the LARGER PROPERTY"), absolutely and forever.

- That the said Sambhunath Chattopadhyay, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate in the year 1996 leaving him surviving his four daughters namely, (Smt.) Kalpana Banerjee, (Smt.) Alpana Banerjee, (Smt.) Aruna Banerjee and (Smt.) Eti Bhattacharya and his only son namely, Prasanta Chatterjee as his only heirs and legal representatives, who all upon his death inherited and became entitled to the said Larger Property in equal shares, absolutely and forever.
- That by a Deed of Sale dated 28<sup>th</sup> June 1999 made between the said (1) (Smt.) Kalpana Banerjee, (2) (Smt.) Alpana Banerjee, (3) (Smt.) Aruna Banerjee, (4) (Smt.) Eti Bhattacharya and (5) Prasanta Chatterjee as the Vendors and the Vendor herein, Betoxy Organics (India) Private Limited, as the Purchaser and registered in the office of District Sub-Registrar-IV Alipur, South 24 Parganas and recorded in Book No.I Volume No.74 Pages 137 to 150 Being No.2767 for the year 1999, the said (1) (Smt.) Kalpana Banerjee, (2) (Smt.) Alpana Banerjee, (3) (Smt.) Aruna Banerjee, (4) (Smt.) Eti Bhattacharya and (5) Prasanta. Chatterjee for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Betoxy Organics (India)

Private Limited (being the Vendor nerein), All That the said Larger Property, absolutely and forever;

- Subsequently, the said Dag No.585 was renumbered as L.R Dag No.664 and the said Betoxy Organics (India) Private Limited got its name mutated as the owner of the said Larger Property in the L.R. Records of Rights under L.R.Khatian No.1181.
- the Vendor herein, Betoxy Organics (India) Private Limited for the consideration mentioned therein sold transferred, granted and conveyed (i) an undivided 11% (eleven percent) share in the said Larger Property to Cloudzone Builders Private Limited (vide Deed No.190105008/2018) and (i) an undivided 11% (eleven percent) share in the said Larger Property to Subhlife Promoter Private Limited (vide Deed No.190105008/2018) and both registered in the office of Additional Registrar of Assurances-I, Kolkata, absolutely and forever;
- the Vendor herein, Betoxy Organics (India) Private Limited for the consideration mentioned therein sold transferred, granted and conveyed an undivided 11% share in the said larger property to Mani Enclave Builder Private Limited registered in the office of Additional Registrar of Assurances-I, Kolkata and was recorded in Book No. I, Volume No. 1901-2018. being No. 190108057for the year 2018
- vii) That by way of deed of conveyance dated .10<sup>th</sup> October, 2018 the Vendor herein, Betoxy Organics (India) Private Limited for the

consideration mentioned therein sold transferred, granted and conveyed an undivided 11% share in the said larger property to Roopmahal Apartment Private Limited registered in the office of Additional Registrar of Assurances-I, Kolkata and was recorded in Book No. I Volume No. 1901-2018 being No. 190108055 for the year 2018

- Private Limited is now seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner amongst other properties to ALL THAT an undivided 56% (Fifty Six percent) share in the said Larger Property (in short "Betoxy's Property").
- vii) That the said Betoxy's Property is free from all encumbrances mortgages charges liens lispendens cases vestings attachments trusts uses debutters tenancies leases thika tenancies occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments and liabilities whatsoever or howsoever;
- viii) That the Vendor is in uninterrupted and exclusive "Khas" peaceful vacant possession of the said Betoxy's Property and all and every part thereof without any disturbance obstruction claim or objection whatsoever from any person or persons and that the Vendor has been using the same for their personal use;
- ix) That the Vendor has duly made payment of the Khajana in respect of the Property owned by Betoxy Organics (India) Private Limited;

owner - ---

- That no part or portion of the said Betoxy's Property has ever 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 nor is there any case pending under such Acts or Statutes;
- That the Vendor never held nor hold any excess land within the meaning of the West Bengal Land Reforms Act, 1955 or any other act or statute applicable to the said Betoxy's Property, nor did the predecessors-intitle or interest of the Vendor ever held any excess land within the meaning of the said Acts or any other act or statute applicable to the said Betoxy's Property;
- That the said Betoxy's Property or any portion thereof is 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;
- xiii) That no declaration has been made or published for acquisition or requisition of the said Betoxy's Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Betoxy's Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever;
- xiv) That the said Betoxy's 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 and there is no Certificate case or proceeding against the Vendor for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;

- That there is no impediment or restriction under any law for the time being in force in the Vendor selling conveying and transferring the said Betoxy's Property:
- Property or in any way concerning the said Betoxy's Property or any part thereof has been or is pending or filed at any time heretofore and that no person has ever claimed any right title interest or possession whatsoever in the said Betoxy's Property or any part thereof nor sent any notice in respect thereof nor filed any suit or other legal proceeding in respect thereof nor is the Vendor aware of any such claim, notice, suit or proceeding and that save and except the Vendor, no other person can claim any right title or interest whatsoever in the said Betoxy's Property or any part thereof.
- xvii) That the said Betoxy's Property or any part 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, (b) any charge lient 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 judgement of any Court or authority, (g) any right of way water light support drainage or any other easement with any person or property, (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;

. AND WHEREAS by virtue of an agreement for sale made between the parties herein (hereinafter referred to as the "Agreement for Sale") and on the terms and conditions mentioned therein the Vendor herein had agreed to sell and the Purchaser herein had agreed to purchase ALL THAT an undivided 11% (eleven percent) share in the said Larger Property (equivalent to 5 (five) Cottahs 8(eight) Chittacks 40 (forty) Square feet of land) comprised in the said L.R.Dag No.664 corresponding to R.S. Dag No.585, recorded in L.R.Khatian No.1181 in Mouza Ramchandrapore, J.L. No.58, under Police Station-Sonarpur, Touzi No.114 in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur (which is morefully described in the SECOND SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as "the SAID PROPERTY") Together With like undivided 11% (eleven percent) share of all benefits and entitlements of the Vendor under the said Development Agreement, and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the same from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases thika tenancies occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities

whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property, for the consideration and on the terms and conditions mutually agreed upon by and between the parties hereto at and for the consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs only).

C. The Purchaser has at or before execution of this deed of sale paid to the Vendor the entire amount of the said mutually agreed consideration and has called upon the Vendor to grant this conveyance in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said agreement and in consideration of the aforesaid sum of Rs. 30,00,000/-(Rupees Thirty Lacs only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser and the said Unit and properties appurtenant thereto), the Vendor doth hereby grant, transfer, convey, assign and assure and in favour of the Purchaser ALL THAT an undivided 11% (eleven percent) share in the said Larger Property (equivalent to 5 (five) Cottahs 8(eight) Chittacks 40 (forty) Square feet of land) comprised in the said L.R.Dag No.664 corresponding to R.S. Dag No.585, recorded in L.R.Khatian No.1181 in Mouza Ramchandrapore, J.L. No.58, under Police Station-Sonarpur, Touzi No.114 in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur (which is morefully described in the SECOND SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as "the SAID PROPERTY") Together With like undivided 11% (eleven percent) share of all benefits and entitlements of the Vendor under the said Development Agreement, and relying on, amongst others, the representations assurances declarations and confirmations made and/or given by the Vendor and believing the same to be true and

correct and acting on faith thereof, the Purchaser agreed to purchase and acquire the same from the Vendor absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters tenancies leases thika tenancies occupancy rights restrictions restrictive covenants bargadars bhagchasis acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the said Property absolutely and forever- free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities in common with the Vendors, Co-transferees and the other Owners and the other lawful occupants of the building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the Rights and Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser.

AND THE VENDOR DOTH HEREBY covenant with the Purchasers that NOTWITHSTANDING any act, deed or things whatsoever by the vendor or by any Predecessors-in-title or executors or knowingly refer to the contrary, the vendor now has good rights full power and absolute authority regarding the said office as mentioned in the schedule hereunder.

## THE FIRST SCHEDULE ABOVE REFERRED TO:

(Larger Property)

All That the piece or parcel of land containing an area of 2 (two) Bighas

10(ten) Cottahs 8(eight) Chittacks more or less situate lying at and being a

Dag No.585, recorded under L.R.Khatian No.1181 [in the name of Betoxy Organics (India) Private Limited] corresponding to Khatian No.763 in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, under Police Station-Sonarpur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, as delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

on the North:

partly by Dag No.1560 (P) & partly by Dag No.1531 (P);

on the South:

by Kancha Road;

on the East :

by Dag No. 585 (P);

on the West :

by Kancha Road

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

### THE SECOND SCHEDULE ABOVE REFERRED TO:

### [said Property]

Property {equivalent to 5 (five) Cottahs 8(eight) Chittacks 40 (forty) Square feet of land } in the said Larger Property, described in the First Schedule hereinabove written, comprised in L.R Dag No.664 corresponding to R.S. Dag No.585, recorded in L.R. Khatian No.1181 (in the name of Betoxy Organics (India) Private Limited), in Mouza Ramchandrapore, J.L. No.58, under Police Station-Sonarpur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur.

The land is proposed to be used as "Bastu"

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

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:-

WITNESSES:

<u>1.</u>

Shovom Bhave

48A, BADRI DAS TEMPLE STREET, KOLKATA-700004. Por BETOXY ORGANICS (INDIA) PVT. LTD.

Director

VENDOR

2. Amp Rouna

48 A Ballida Ferferstrest Such Shun

PURCHASER

Drafted by me Nikas Baraya

Advocate
High Court, Calcutta
Enrolment No. F/278/2009

# RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.30,00,000/= (Rupees Thirty Lakhs) only being the consideration in full payable to the Vendor under these presents in favour of the Vendor, as per memo written herein below:

### MEMO OF CONSIDERATION:

(1)	Cash	
(-)	Cusii	Rs. 17,800/-
(2)	Cheque no. 817077 dated 07/09/18 drawn on State bank of India, Grey Street Extn Branch in favour of Betoxy Organics (India) Private Limited	Rs. 10,00,000/-
(3)	Cheque no. 817078 dated 07/09/18 drawn on State bank of India, Grey Street Extn Branch in favour of Betoxy Organics (India) Private Limited	Rs. 10,00,000/-
. (4)	Cheque no. 817079 dated 07/09/18 drawn on State bank of India, Grey Street Extn Branch in favour of Betoxy Organics (India) Private Limited	Rs. 9,82,200/-
	Total Rupees Thirty Lakhs only	Rs. 30,00,000/-

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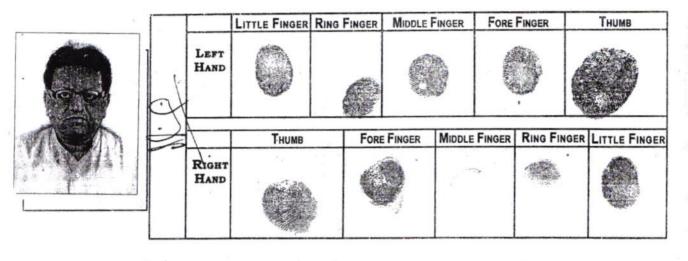
(Vendor)

For BETOXY ORGANICS (INDIA) PVT. LTD.

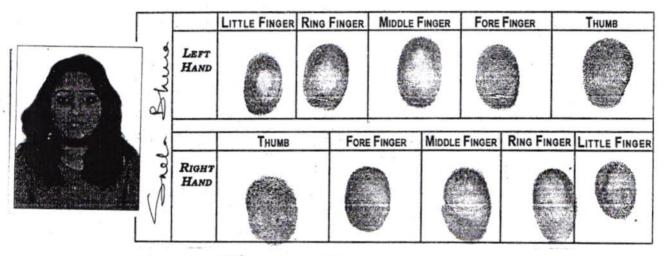
(RABINDRA SRIMAL

### PAGE NO.

# SPECIMEN FORM FOR TEN FINGERPRINTS



Signature



Signature Sich Bhura

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Signature

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1901-2019, Page from 43111 to 43139
being No 190100827 for the year 2019.



(Srijan) ADDITE OFFICE West Pa

> Digitally signed by Srijani Ghosh Date: 2019.02.06 16:50:38 +05:30 Reason: Digital Signing of Deed.

gradi-

· (Srijani Ghosh) 06/02/2019 16:50:27
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA ·
West Bengal.

(This document is digitally signed.)