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পশ্চিমবঙ্গ পश्चिम बंगाल WEST BENGAL

AB 393276

S. NO. 184,8278/2018

MV = Rs. 30,55,553/-

certified that the Documents in of ...  
 Region No. The ...  
 are the ...

*Signature*

Assistant Registrar  
 of Revenue, ...

14 DEC 2018

DEED OF CONVEYANCE

2 FEB 2019

THIS DEED OF CONVEYANCE made this 14<sup>th</sup> day of December, Two

Thousand Eighteen

BETWEEN

BETOXY

ORGANICS

(INDIA)

PRIVATE

LIMITED

28 NOV 2018

NO. 84609 DATE 28 NOV 2018  
 SOLD TO Betovy Cognarics (India) Pvt. Ltd.  
 ADDRESS Ranchandrapur, Sonarpur,  
 RS. 100/- 24 Pgs (S)

CODE NO. (1967)  
 LICENCED NO.  
 0 & 204 / 1973

ANJUSHREE BANERJEE  
 L. S. VENDOR (S.S.)  
 HIGH COURT, KOLKATA

28 NOV 2018



Parimal maitty  
 S/o - Rabindra nath maitty  
 Brajalal Pur. Anandpur  
 Purba medini Pur  
 Pin - 721454

(PAN AABC7788G), 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 Nationality Indian, residing at PS Magnum, Flat 1B, Block 4, VIP Road, Kaikhali, P.O. Kaikhali, 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**

**Shri SAARTHAK SRIMAL**, (PAN- BLKPS8414G) son of Shri Rabindra Srimal residing at PS Magnum, Block-4, Flat No. 1B, VIP Road, Kaikhali, P.O- Airport and P.S- Bagulhati and 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:

- i) 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-Sonarapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarapur, fully described in the **First Schedule** hereunder written (and hereinafter referred to as "the **LARGER PROPERTY**"), absolutely and forever.

- ii) 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.
- iii) 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 herein), **All That** the said Larger Property, absolutely and forever;

- iv) Subsequently, the said Dag No.585 was renumbered as L.R Dag No.664 and the said **Betoxo 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**.
- v) That by two way of two Deed of Conveyance both dated 27<sup>th</sup> June 2018 the Vendor herein, Betoxo 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.190105009/2018) and both registered in the office of Additional Registrar of Assurances-I, Kolkata, absolutely and forever;
- vi) That by way of another deed of conveyance dated 10<sup>th</sup> October , 2018. the Vendor herein, Betoxo 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. 190108057 for the year 2018
- vii) That by way of deed of conveyance dated .10<sup>th</sup> October, 2018 the Vendor herein, Betoxo 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

- vi) In the event aforesaid, the Vendor herein, Betoxy Organics (India) 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;

- x) 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;
- xi) 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-in-title 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;
- xii) 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;

- xv) 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.
- xvi) That no action, suit, appeal or litigation in respect of the said Betoxy's 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 lien ~~lspendens~~ 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;

- B. **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-Sonarapur, 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 lispensens 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 lispens 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

divided and demarcated part or portion of **L.R.Dag No.664** corresponding to R.S. **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]

**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} 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**"

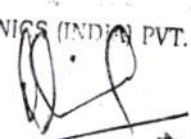
IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED      SEALED      AND  
DELIVERED      IN      THE  
PRESENCE OF:-

WITNESSES:

1. Kahini Saimal  
w/o Saarthak Saimal  
PS magnum, BL-4, FL-1B  
VIP Road, Kaikhali  
Kolkata- 700052.

For RETOXY ORGANICS (INDIA) PVT. LTD.

  
CHAITINTRA SAIMAL Director

VENDOR

2. Anup Bonna  
4. Gaurav and Bonna  
48 A Badliya Temple Street  
C-4

Saarthak Saimal

PURCHASER

Drafted by me

Nitesh Banja

Advocate  
High Court, Calcutta

Enrollment no. A/272/1993

**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:

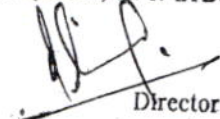
**MEMO OF CONSIDERATION:**

- |  |                        |
|--|------------------------|
| (1) Cash   | Rs. 17,500/-           |
| (2) Cheque no. 000152 dated 03/09/18 drawn on Kotak Mahindra Bank, Dalhousie Branch in favour of Betoxy Organics (India) Private Limited | Rs. 29,82,500/-        |
| <b>Total</b><br>Rupees Thirty Lakhs only   | <b>Rs. 30,00,000/-</b> |

**(Vendor)****WITNESSES:**

Anup Kumar  
 at Gandhi Chowk Bhojpur  
 42 A Radhika Temple Street  
 sect 4

For BETOXY ORGANICS (INDIA) PVT. LTD.



Director

**SPECIMEN FORM FOR TEN FINGERPRINTS**



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

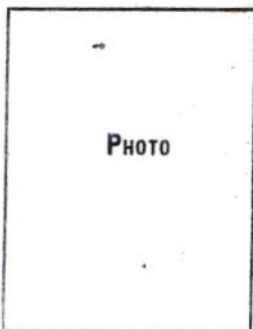
Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature Saarthak Seimal

*Saarthak Seimal*



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature \_\_\_\_\_

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I.

Volume number 1901-2019, Page from 43170 to 43199  
being No 190100829 for the year 2019.



Digitally signed by Srijani Ghosh.  
Date: 2019.02.06 16:53:17 +05:30  
Reason: Digital Signing of Deed.

(Srijani Ghosh) 06/02/2019 16:53:04  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)