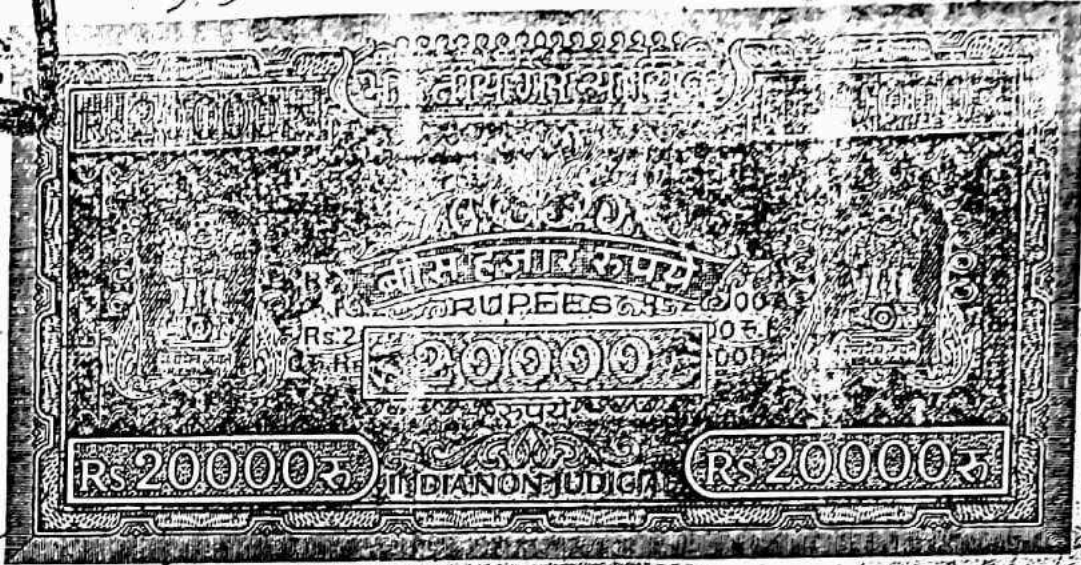


Number - 3

T - 434 433



Rs 3 (3) of the W.R. (Prevention of under valuation of documents) Rules 1994. Market value assessed at Rs. 326100 and deficit stamp duty of Rs. 13620/- is payable.

Handwritten notes and signatures, including '20/3/96' and a circular stamp.

Admissible under Regn. Rule 21 and also u/s 50 of the West Bengal L.R. Act 1955, duly stamped (Exempted from stamp duty) under the Indian Stamp Act, 1859, as amended in 1964. Schedule IA No. 23/14. Process Fee. Paid in C.F.S.

00CC 259198. Handwritten notes: '20/3/96', '20/3/96', '20/3/96'.

Monorama Daitari. Handwritten signature and date '20/3/96'.

Signature and stamp of the Sub-Registrar, South 24 Parganas, Alipore.

THIS INDENTURE made this 30th day of March,

One Thousand Nine Hundred And Ninety-Six BETWEEN SMT. MONORAMA DAITARI, wife of Dr. Ajit Kumar Daitari,

by Faith Hindu, by Occupation Housewife, residing at Village Kumrakhali, Police Station Sonarpur, District South 24-Parganas, hereinafter called, known and

referred to as the 'VENDOR' (which term or expression shall unless excluded by or repugnant to the context

be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of

Witnessed that the deficit Stamp duty of Rs. 13620/- the 'ONE PART' has been realized from Bank draft No. drawn on 19/500/70600/2129.

20/3/96 Controller of Stamps of L.S. Act. 1859

Handwritten signature and date '20/3/96'.

Serial No. 25893

Sold to Beta Sris (P) Ltd

of Bopkoti, Panna

Nandrapur, B.P.S. (S)

Calcutta Collectorate

Treasury

Date 1/3/1976

Executed for 2000/-

A.M.P.M. as per

Bill of 1976

of the Sub-Registration Office

Alipore South 24 Parganas

Execution of 2000/- of the

the Executive

Agency for

Executive K. S. under a

Power of attorney No

of 1976

subscribed by

1976

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Name Monorama Datta
No. 110, D/o. ...
of ...
Dist. South 24-Parganas
by Case Hindu/Muslim
by Profession

Monorama Dattajoni

Monorama Dattajoni

Deb Mr Acharya
Sp. Late Sadur Acharya
Aipon Police Const
Cal-27

Business

Sub-Registrar
Name ...
No. 110, D/o. ...
of ...
Dist. South 24-Parganas
by Case Hindu/Muslim
by Profession
Sub-Registrar
South 24-Parganas, Alipore

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A N D

Monsama Sarjari

' M/S. BITA OILS PRIVATE LIMITED ' a Limited Company incorporated under the Companies Act 1956 having its registered Office at Hoop Kuthi, Kamalgachi, Nabendrapur, Police Station Sonarpur, District : South 24-Parganas, represented by one of its Director SHRI ANINDYA TARAFDAR, son of Shri Bimal Tarafdar, by Faith Hindu, by Occupation Business, residing at 33, Lenka Sarani, Police Station Taltala, Calcutta - 700 013, hereinafter called the 'PURCHASER' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor, successors in office and assigns) of the 'OTHER PART'

WHEREAS a piece or parcel of land measuring 49 decimals in Dag. No. 1515 under Khatian No. 598, Mouza Kmrakhali, J.L. No. 48, Pargana Medan Molla, R.S. No. 131, Police Station Sonarpur, District : South 24-Parganas belonged to one: Fajjaddin Sardar and Fajjaddin Sardar.

AND WHEREAS they by a Patta dated 28.3.1925 registered in the Office of Sadar Sub-Registry Office of 24-Parganas and recorded in Book No. I, Volume No. 15, Pages 207 to 208, Being Deed No. 1265, for the year 1925 settled the above land in favour of one Sabu Mondal.

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Monirama Daitajani

AND WHEREAS said Sabu Mondal by a Deed of Conveyance dated 29.3.1926 registered in the Sadar Sub-Registry Office District : 24-Parganas and recorded in Book No. I Volume No. 48, Pages 5 to 7, Being Deed No. 1481 for the year 1926 sold and transferred the aforesaid land unto one Moni Mondal alias Moniruddin Mondal.

AND WHEREAS though the Deed was made in the name of Moniruddin Mondal it was purchased with the money of Moniruddin Mondal and his brother Sayed Ali Mondal.

AND WHEREAS Sayed Ali Mondal died Bachelor and intestate and his property devolved on his only living brother Moniruddin Mondal.

AND WHEREAS Moniruddin Mondal died intestate leaving his widow Elean Bibi two sons Md. Abdul Wayed Mondal and Md. Abdul Kader Mondal and one daughter Kariman Bibi.

AND WHEREAS the said heirs of Moniruddin Mondal by a Deed of Conveyance dated 21.8.1959: sold and conveyed the land measuring 49 decimals unto Smt. Bakul Devi (Chatterjee) and the said Deed was registered in the S.R.O. at Baruipur and recorded in Book No. I, Volume No. 74, Pages 67 to 71, Being Deed No. 7798 for the year 1959.

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Manojna Gajjar

AND WHEREAS thereafter said Smt. Bakul Devi (Chatterjee) by a Deed of Conveyance registered at the Office of S.R.O. Barulpur on 21.8.1959 and recorded in Book No. I, Volume No. 95, Pages 57 to 59, Being Deed No. 7933 for the year 1959 purchased a piece of land measuring 14 Chittaks 12 Sq.ft. (50' x 12') in Dag No. 1516 under Khatian No. 92 in Mouza Kimrakhal from one Nader Chand Paul.

AND WHEREAS by another Deed of Conveyance registered in the Office of S.R.O. at Barulpur Smt. Bakul Devi purchased a piece of land measuring 40 Sq.ft. in Dag No. 1517 under Khatian No. 1067 from one Suresh Chandra Chattopadhyay.

AND WHEREAS she used the said lands measuring 15 Chittaks 7 Sq.ft. in Dag No. 1516 as passage for egress and ingress to her purchased land in Dag No. 1515.

AND WHEREAS by a Deed of Conveyance being Deed No. 7933 the said Bakul Devi sold 2 Cottahs of land in Dag No. 1515 unto Nader Chand Paul.

AND WHEREAS by a registered Arpannama dated 1.9.1959 the said Smt. Bakul Devi dedicated her said lands in Dag No. 1515 unto her family deity Shri Shri Om Biswanath Maheswar Thakur Jiou and appointed herself as Shebait of the Deity.

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Monorama Daityari

AND WHEREAS it was provided in the said Arpanama that the Shebait would be entitled to give on lease or mortgage or sell the Debottar property for the benefit of the deity.

AND WHEREAS by a Deed of Conveyance dated 15.11.1967 said Smt. Bakul Devi as Shebait sold and transferred land measuring 1 Bigha 6 Cottahs together with the all easements rights in the common passage unto Shri Raj Kumar Chatterjee and the said Deed of Sale was registered in the Office of S.R.O. Barnipore and recorded in Book No. I, Volume No. 145, Pages 117 to 122, Being Deed No. 11243 for the year 1967.

AND WHEREAS said Raj Kumar Chatterjee by a Deed of Gift dated 19.12.1969 and registered in the Office of D.S.R. at Alipore and recorded in Book No. I, Volume No. 16 Pages 53 to 55, Being Deed No. 8 for the year 1970 made a Gift of said land measuring 1 Bigha 6 Cottahs in said Dag No. 1515 together with an incomplete two storied building erected thereon together with all rights of easements in the said common passages unto Smt. Bakul Devi (Chatterjee) .

AND WHEREAS while said Smt. Bakul Devi was seized and possessed of land and building in Dag No. 1515 as absolute owner thereof she by a Deed of Sale dated 25.3.75

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Monorama Daityari

registered in the office of D.S.R. at Alipore and recorded in Book No. I, Volume No. 59, Pages 183 to 197, Being No. 1597 for the year 1976 sold and transferred a demarcated piece of land measuring 3 cottahs 5 chittaks together with pucca boundary walls on the West and South together with half portion of a pucca building erected on a part of it together with all ownership rights in the common passages in the land measuring 1 Cottah 6 chittaks 21 Sq.ft. in Dag No. 1515 and land measuring 15 chittaks 7 Sq.ft. in Dag Nos. 1516 and 1517 unto the vendor herein for consideration therein mentioned.

AND WHEREAS by a Deed of Sale dated 30.3.1976 said Smt. Bakul Devi (Chatterjee) as Shebait sold and conveyed the ownership right in the land used as common passage in Dag Nos. 1515, 1516 and 1517 measuring 2 cottahs 4 chittaks 23 Sq.ft. unto Smt. Monorama Devi with her husband Shri Raj Kumar Chatterjee joining in the said Deed as Confirming Party and the said Deed of Sale was registered in the Office of D.S.R. at Alipore and recorded in Book No. I, Volume No. 65, Pages 111 to 119, Being No. 1646 for the year 1976.

AND WHEREAS the present vendor mutated her name as owner of her purchased property in the local J.L.R.O. Office and has been paying rents regularly to the Government of State of West Bengal.

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Mouza - Baitpara -

AND WHEREAS by an Agreement dated 30.8.1995 the Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT the appertenant land measuring 3 Cottahs 5 Chittaks 0 Sq.ft. in Dag No. 1515 under Khatian No. 598 at Mouza Kumrakhali together with pucca boundary walls erected on a part of it together with ownership right in the common passage in Dag Nos. 1516, 1515 and 1517 measuring 2 Cottahs 4 Chittaks 28 Sq.ft. at or for the price of Rs. 3,36,069.89 (Rupees Three Lakhs Thirty-Six Thousand Sixty Nine and Eighty-Nine Paise) only free from all encumbrances which was duly received by the Vendor;

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement dated 30.8.1995 and in consideration of the sum of Rs. 3,36,069.89 (Rupees Three Lakhs Thirty-Six Thousand Sixty-Nine and Eighty-Nine Paise) only paid by the Purchaser to the Vendor simultaneously on or before the execution of these presents (the receipt of which sum the vendor hereby admits and acknowledges and of and from the same forever release and discharge the Purchaser and the said property) the vendor as absolute owner doth hereby grant, convey, sell, transfer, assign and assure unto the Purchaser free from all encumbrances ALL THAT appertenant land measuring 3 cottahs 5 chittaks 0 sq.ft. in Dag No. 1515 in Mouza Kumrakhali together with

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Monaxama Dakpati.

ownership right in common passage in Dag Nos. 1515, 1516 and 1517 measuring more or less 2 Cottahs 4 Chittaks 28 Sq.ft. fully described in the Schedule hereunder written hereinafter referred to as the said property OR HOWSOEVER OTHERWISE the said property now or heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all ditches of every kind yards areas ways passages drains sewers water courses AND benefits and advantages of ancient and other lights and liberties, easements privileges and appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held enjoyed used of occupied or reputed to belong or be appurtenant thereto AND the reversion and reversions remainder or remainders rents issues and profits thereof and of every part thereof together further more all the estate, right, title inheritance use trust property claim and demand whatsoever both at law and in equity of the Vendor into or upon the said property or every part thereof AND all deeds pattahs muniments writings and evidences of title which in anywise relate to the said property or any part thereof and which now are or hereafter shall or may be in the custody of the vendor or any person from she may procure the same without any action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND the

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Monorama Dattgari

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said property and every part thereof hereby granted sold, conveyed and transferred or expressed and intended so to be with their rights, members and appertences unto and to the use of the Purchaser forever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor from to these presents AND the Vendor do hereby covenant with the Purchaser THAT NOTWITHSTANDING any act, deed or thing whatsoever by the Vendor or any of her predecessors and ancestors in title done or executed or knowingly suffered to the contrary she the vendor had at all material times heretofore and now 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 and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid. AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction hinder and interruption disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for her or from or under any of her predecessors or ancestors in title AND THAT free and clear and freely and clearly absolutely

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Monorama Dattapaul.

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acquitted exonerated and released or otherwise by and at the costs and expenses of the vendor well and sufficiently saved indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any of her ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for her the vendor shall from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the Vendor shall at all times hereafter indemnify and keep indemnified the Purchaser against loss, damages, costs, charges and expenses if any suffered by reason of any defect in title of the Vendor or any breach of the covenants hereinafter contained.

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Monoyama Saitpur

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT place or parcel of appertenant land measuring more or less 3 (three) Cottahs 5 (five) Chittaks 0 (zero) Sq.ft. together with boundary walls on the South and West lying and situate in Dag No. 1515 under Khatian No. 598 together with all ownership rights of in the common passage in Dag No. 1515 containing a land area of 1 Cottah 5 Chittaks 21 Sq.ft., in Dag No. 1516 containing a land area of 14 Chittaks 12 Sq.ft. and in Dag No. 1517 containing a land area of 40 Sq.ft. totalling an area of 5 (five) Cottahs 9 (nine) Chittaks 28 (twenty-eight) Sq.ft. in Mouza Kumarakhall, J.L. No. 48, Fargana Medon Nolla, Touzi No. 255, R.S. No. 131, Police Station Sonarpur, District South 24-Parganas within the limits of Rajpur Sonarpur Municipality. The total rent payable for Khatian No. 74 is R. 6/- per annum. Proportionate annual rent for the property is .70 paise payable to the Government of West Bengal. The property conveyed by this Deed is delineated within the 'R-E-D' border lines in the Plan annexed hereto. It is butted and bounded in the following manner :-

- ON THE NORTH : By Common Passage ;
- ON THE SOUTH : By Part of Dag No. 1510 ;
- ON THE EAST : By Part of Dag No. 1515 ;
- ON THE WEST : By Part of Dag No. 1515 ;

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Monorama Dattgari.

IN WITNESS WHEREOF the Vendor has hereunto set and subscribed her hand on the day, month and year first above written.

SIGNED AND DELIVERED

By the Vendor at Calcutta

In the presence of :-

1. Deb Mr. Acharya
Asst. Police Const-
Cal-27

2. Datta ...
Asst. Police Const-
CN-27

Monorama Dattgari

SIGNATURE OF THE VENDOR.

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 3,36,069.89 (Rupees Three Lakhs Thirty-Six Thousand Sixty Nine and Eighty - Nine Paise) only being the full consideration money as per Memo below :-

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Monorama Dattgari

Monorama Daitgari -

MEMO OF CONSIDERATION

- 1. By Banker's Cheque No. 674081 dt. 15.12.95
on Allahabad Bank, Dharmatolla Street Br. ...R. 17,101.89
- 2. By Banker's Cheque No. 282922 dt. 7.10.95
on Allahabad Bank, Dharmatolla Street Br... R.3,15,969.00

R.3,36,069.89

(RUPEES THREE LAKHS THIRTY SIX THOUSAND SIXTY NINE AND EIGHTY NINE PAISE ONLY)

Witnesses :-

- 1. Deb Mr. Acharya
Alipore Police Court
Del. 27
- 2. Ramand...
Alipore Police Court
Copy

Monorama Daitgari
SIGNATURE OF THE VENDOR

Prepared by me,

Sarat Chandra Nath
Advocate. 23/11/64
Alipore Police Court

Typed by me,

Subheshish Pachal
(Subheshish Pachal)
Alipore Police Court
Calcutta - 700 027.

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DATED THIS THE 20th DAY OF MARCH 1997
.....

.....
DEED OF CONVEYANCE
.....

.....
BY AT WITNESS BY

SMT. MONGRAMA DATTARI

VENDOR

ASSISTED BY

M/S. BITA OILS PRIVATE LIMITED

PURCHASER
.....
.....



[Handwritten Signature]
District Sub-Registrar-IV
South 24 Parganas, West Bengal



[Handwritten Signature]
District Sub-Registrar-IV
South 24 Parganas, West Bengal
22.5.96

[Handwritten Signature]
BOOK NO. 19
VOLUME NO. 10
PAGES 5710 370
BLIND NO. 483
FOR THE YEAR 1995