

Number - 5

05696

1/6/2010



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

819640

134/10
137

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DEED OF CONVEYANCE

THIS INDENTURE OF SALE is made on this the 12th day of August, in the Christian Era Two Thousand Ten (2010)

BETWEEN

1664 Date 10/8/2010
Sold to Bita Dils (P) Ltd
of Sr Director SRI Hanidipto Tarafder.
Address 5009 office at 17/2 Jhansapukur, ...
10-09

Del
Bamiran Das
Stamp Vender
Alipore Police Court
South 24-Pgs, Alipore

1664 to 5009 (10 five thousand only)



Registrar 1001 00
Registration Act 1908
12 AUG 2010

Naryan G. Gami
Lat G. N. Gami
Kant Gami
Kat. 103
Bhabhan



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

Endorsement For Deed Number : I - 06322 of 2010
(Serial No. 05696 of 2010)

On 12/08/2010

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:

Fee Paid in rupees under article : A(1) = 9944/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 12/08/2010

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.-904967/-

Certified that the required stamp duty of this document is Rs.- 54308 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 49310/- is paid, by the draft number 372384, Draft Date 11/08/2010, Bank Name State Bank of India, ALIPORE COURT TREASRY BR, received on 12/08/2010

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

Presented for registration at 13.33 hrs on :12/08/2010, at the Office of the D.S.R.-IV SOUTH 24-PARGANAS by Udyan Chowdhury ,Executant.

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

Execution is admitted on 12/08/2010 by

1. Udyan Chowdhury, son of Lt. Ramen Chowdhury , Dakshin Kumrakhali Dakshin Para Kasturi Park Kamalgazi, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin -700103, By Caste: Hindu, By Profession : Service
2. Agnidipto Tarafder, Director, Bita Gills P Ltd, 17/2 Namapukur Lane, Thana:-Amherst Street, District:-Kolkata, WEST BENGAL/India, P.O. Pin -700009, By Profession : Business
Identified By Narayani Goswami, son of Lt. G.n. Goswami, Kamalgazi, District:-South 24-Parganas, WEST BENGAL, India, P.O. Pin :-700103, By Caste: Hindu, By Profession: Business.

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

(Dulal Chandra Saha)
DISTRICT SUB-REGISTRAR-IV

12/08/2010 14:50:00





Endorsement Page 1 of 1

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the D.S.R.-IV SOUTH 24-PARGANAS, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 05696 / 2010, Deed No. (Book - I , 06322/2010)

Signature of the Presentant

Name of the Presentant	Signature with date
Udyan Chowdhury	<i>Udyan Chowdhury</i> 12/08/10

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Udyan Chowdhury Address -Dakshin Kumrakhal Dakshin Para Kasturi Park KamalgaZI, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700103	Self	 12/08/2010	 LTI 12/08/2010	<i>Udyan Chowdhury</i>
2	Agnidipto Tarafder Address -District:-South 24-Parganas, WEST BENGAL, India, P.O. :-	Self	 12/08/2010	 LTI 12/08/2010	FOR BETA GILLS IPT LTD <i>Agnidipto Tarafder</i> B/10000

Name of Identifier of above Person(s)
 Narayan Goswami
 KamalgaZI, District:-South 24-Parganas, WEST
 BENGAL, India, P.O. :- Pin :-700103

Signature of Identifier-with Date
Narayan Goswami
 12/8/10



(Dulal Chandra Saha)
 DISTRICT SUB-REGISTRAR-IV
 Office of the D.S.R.-IV SOUTH 24-PARGANAS

SRI UDAYAN CHOWDHURY, son of Late Ramen Chowdhury, by faith-Hindu, by occupation-Service, presently residing at Village-Dakshin Kumrakhali, Dakshin Para, Kasturi Park, Kamalgazi, Post Office-Narendrapur, Police Station-Sonarapur, Kolkata-700103, District-24 Parganas (South), permanent resident at 60-B, Syed Amir Ali Avenue, Police Station-Karaya, Kolkata-700019, hereinafter called and referred to as the VENDOR (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, nominees, legal representatives and assigns) of the ONE PART.

AND

BITA OILS (P) LTD. having its registered office at 17/2, Jhamapukur Lane, Police Station -Amherst Street, Post Office-Amherst Street, Kolkata-700009, represented by its one of the Director SRI AGNIDIPTO TARAFDER, son of Sri Arindam Tarafder, by faith-Hindu, by occupation-Business, residing at 17/2, Jhamapukur Lane, Police Station-Amherst Street, Kolkata-700 009 hereinafter called and referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, executors, administrators, legal representatives, nominees and assigns) of the OTHER PART.

WHEREAS by an Indenture of Sale dated 05.03.1980 executed by the then sole and absolute Owner Smt. Bakul Devi Chattopadhyay, wife of Sri Raj Kumar Chattopadhyay of Dakshin Kumrakhali, Sonarapur Road, Police Station-

Sonarpur, District-South 24 Parganas impleading her husband Raj Kumar Chattopadhyay, son of Late Rajendra Nath Chattopadhyay of the same address being beneficiary to the rights on the SCHEDULE land had sold and conveyed for consideration upto and in favour of Puspa Chowdhury wife of Ramen Chowdhury of 60-B, Syed Amir Ali Avenue, Kolkata-700 017. The said Deed of Conveyance registered at the office of Additional District Sub -Registrar, Sonarpur, South 24 Parganas noted in Book No. I, Volume No. 18, Pages 54-58, Deed No. 822 for the year 1980.

AND WHEREAS upon and on the strength of the said purchase Puspa Chowdhury wife of Ramen Chowdhury became sole and absolute Owner of the property hereby conveyed in fee simple and in indefeasible rights and interest specifically described in the SCHEDULE of the said Deed of Conveyance dated 05.03.1980 depicted in Red colour with the annexed plan thereto.

AND WHEREAS the said Smt. Puspa Chowdhury by virtue of the said Deed of Sale dated 05.03.1980 purchased the property being in the District South 24 Parganas comprising of and corresponding to C.S. Dag No. 1501 and 1515 within C.S. Khatian No. 598, J.L. No. 48, R.S. No. 131, Touzi No. 255, Pargane-Medan Malla of Mouza-Kumrakhali measuring an area of more or less 3(three) Cottahs of land at present within the ambit of Rajpur Sonarpur Municipality being Ward No. 25 at present 27.

AND WHEREAS the said Puspa Chowdhury died intestate in or about in the year 1985 leaving the Vendor herein as his

only son as sole and absolute Owner by way of right of inheritance thereof to the extent of 16 annas share.

AND WHEREAS the Purchaser herein is in absolute possession of the **SCHEDULE** land hereby conveyed uninterruptedly openly and adversely exercising all sorts of rights to the exclusion of all including the Vendor or his mother and it is to be stated that the Vendor or his mother never came into possession or able to possess since ever knowing fully well that the Purchaser is in exclusive possession thereof to the exclusion of all.

AND WHEREAS the property is contiguous to the Purchaser's property on the Northern side running through Northern to Eastern side and the Purchaser holding possession over 12(twelve) years openly and adversely to the knowledge of Vendor as well as other and has acquired uninterrupted possession with indefeasible right.

AND WHEREAS on demise said Puspa Chowdhury, the Vendor herein as his only son become sole and absolute Owner of the property hereby sold. It is to^{be} stated also that Bakul Devi Chattopadhyay died childless and no child has been begotten out of the wedlock causing such since from the childhood, the Vendor has been nourished and cherished by her and as Bakul Devi Chattopadhyay has no child the Vendor also became her absolute heirs as Bakul Davi Chattopadhyay was his own maternal aunt. None of there be renowned/reconed as her heirs except the Vendor herein.

Mdoyan Chowdhury

AND WHEREAS the Vendor herein knowing accrual rights of the Purchaser has proposed to sale and the Purchaser has accepted the proposal considering the dire necessity of Vendor and being an urgent need of cash money has expressed his desire to sale the 1(one) Cottahs 8(eight) Chittacks of land lying and situate under Mouza-Kumrakhali, C.S. Dag No. 1515 appertaining to Khatian No. 598, L.R. Dag No. 1594, L.R. Khatian No. 861, J.L. No. 48, which is now within Ward No. 27 formerly 25 of the Rajpur Sonarpur Municipality being holding No. 167, N.S.C. Bose Road, Police Station-Sonarpur, Kolkata-700 103, District-South 24 Parganas, the property as purchased by his mother with the rights and liberties appurtenant thereto in fee simple together with a right to easement, right of facilities, sewerage, water, electric, telephone and gas connection beneath the land.

AND WHEREAS the Vendor contracted with the Purchaser for the absolute sale to the above property to the Purchaser **ALL THAT** piece and parcel of below **SCHEDULE** land and hereditaments thereof in fee simple or an estate equivalent thereto free from all encumbrances at or for the price of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand) only

NOW THIS INDENTURE WITNESSETH that in pursuance of and in consideration of the said sum of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand) only to be paid to the Vendor by the Purchaser on or before the execution of these presents as full and final payment of the purchase price (the receipt whereof the said Vendor doth hereby acknowledge, admit and from the same do hereby release the said

Purchaser] the Vendor doth hereby grant, transfer, sell, convey his right, title, interests and possession with the right of easement to the use and assign as to and to use of the said Purchaser, its successors in office, executors, administrators and legal representatives in **ALL THAT** piece or parcel of 1(one)Cottah 8(eight) Chittacks of Bastu land only corresponding to C.S. Dag No. 1515 within C.S. Khatian No. 598, L.R. Dag No. 1594, L.R. Khatian No. 861 of Mouza-Kumrakhali being a portion of Municipal Holding No. 167, N.S.C. Bose Road, Police Station-Sonarapur, Kolkata-700 103, District-South 24 Parganas of Rajpur Sonarpur Municipality Ward No. 27 formerly 25 or **HOWSOEVER OTHERWISE** the said land with hereditaments, tenements and other passages, rights, liberties, privileges, easements and profits whatsoever to the said land and hereditaments belonging to or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto free from all encumbrances **TO HAVE AND TO HOLD** the hereditaments and land hereby granted and conveyed unto to the use of the said Purchaser, its representatives, executors administrators and assigns, covenant with the said Purchaser and declare that the Purchaser is well seized and possessed of land and the Vendor have not in any way encumbered the property hereby conveyed by this Deed of Sale and the said Purchaser its executors, administrators, representatives and assigns shall and may at all times peacefully and quietly possess and enjoy the said bastu land and hereditaments, claim or demand whatsoever from or by the said Vendor or any person whomsoever.

AND WHEREAS the said Purchaser shall have the right to transfer, mortgage, lease out the said property and induct tenants and enjoy the same in any manner its like.

AND WHEREAS that the said Vendor shall and will for all times to come at the request and cost of the said Purchaser its executors, administrators or assigns do or cause to be done or executed all such acts and things whatsoever for further and more perfectly assuring the title of the Purchaser to the said land or any part thereof AND the Vendor further covenant that if it transpires that the property hereby conveyed by the Vendor is not free from all encumbrances as hereinbefore according to law and will be bound to make good any loss sustained by Purchaser.

AND WHEREAS if the property hereby sold, is acquired by any authority or authorities the Purchaser shall be entitled to the compensation amount in full and the Vendor or his heirs, executors, representatives, administrators or assigns shall not be able to object in the same.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of 1(one) Cottah 8(eight) Chittacks homestead land in the District 24 Parganas (South) within Police Station-Sonarpur, being a portion of Municipal holding No. 167, N.S.C. Bose Road Kolkata-700 103, Ward No. 27 formerly 25 of Rajpur Sonarpur Municipality, District-24 Parganas (South) corresponding to C.S. Dag No. 1515 in C.S. Khatian No. 598, L.R. Dag No. 1594, L.R. Khatian no. 861 of Mouza-Kumrakhali, J.L. No. 48, Pargane-Medanmalla

which is butted and bounded by situated on the Northern corner of Purchaser's land running through North-East contiguous specifically shown in annexed Plan depicted in "RED" border.

- ON THE NORTH :- Dag No. 1520;
ON THE SOUTH :- Dag Nos. 1510 and 1515;
ON THE EAST :- Dag No. 1515;
ON THE WEST :- Dag No. 1515.

IN WITNESSES WHEREOF the PARTIES hereto above have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED SEALED & DELIVERED

in the Presence of :-

WITNESSES :-

1. Md. Akbar Ali.
Judges court Alipore
KOL-27.

Udayan Choudhury
Signature of the VENDOR

2. Navayan Goswami
Kalyan Ganti
C 103

FOR NITA GELS (P) LTD
Arindanto Sanyal
Director

3. Nabin Ch. Kumar
Alipore Judge's court
KOL-27.

Signature of the PURCHASER

Drafted by me :-

M. I. Munnaf Ali
Advocate

Alipore Judges' Court, Kolkata-700 027.

Computer Print by :-

Tuphan Choudhury

Alipore Judges' Court, Kolkata-700 027.

MEMO OF CONSIDERATION

RECEIVED from the **PURCHASER** the within mentioned consideration amount within memo mentioned herein the sum of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand) only as per memo below:-

a) By Cash (85 Pcs of G.C. Notes of Rs. 1000 Denomination)	Rs. 85,000/-
b) By Draft No. 991074 dated 09.08.2010 drawn on Bank of Maharashtra R. B. Avenue Br.	Rs. 65,000/-
TOTAL	<u>Rs. 1,50,000/-</u> =====

(Rupees One Lac Fifty Thousand) only

WITNESSES: -

1. N. S. K. K. K.
Judges Court A-1/2008
Kol-27.
2. N. S. K. K. K.
Karnal Gori
Col-103.
3. N. S. K. K. K.
A-1/2008 Judge's Court
Kol-27.

Udayan Choudhury

Signature of the **VENDOR**

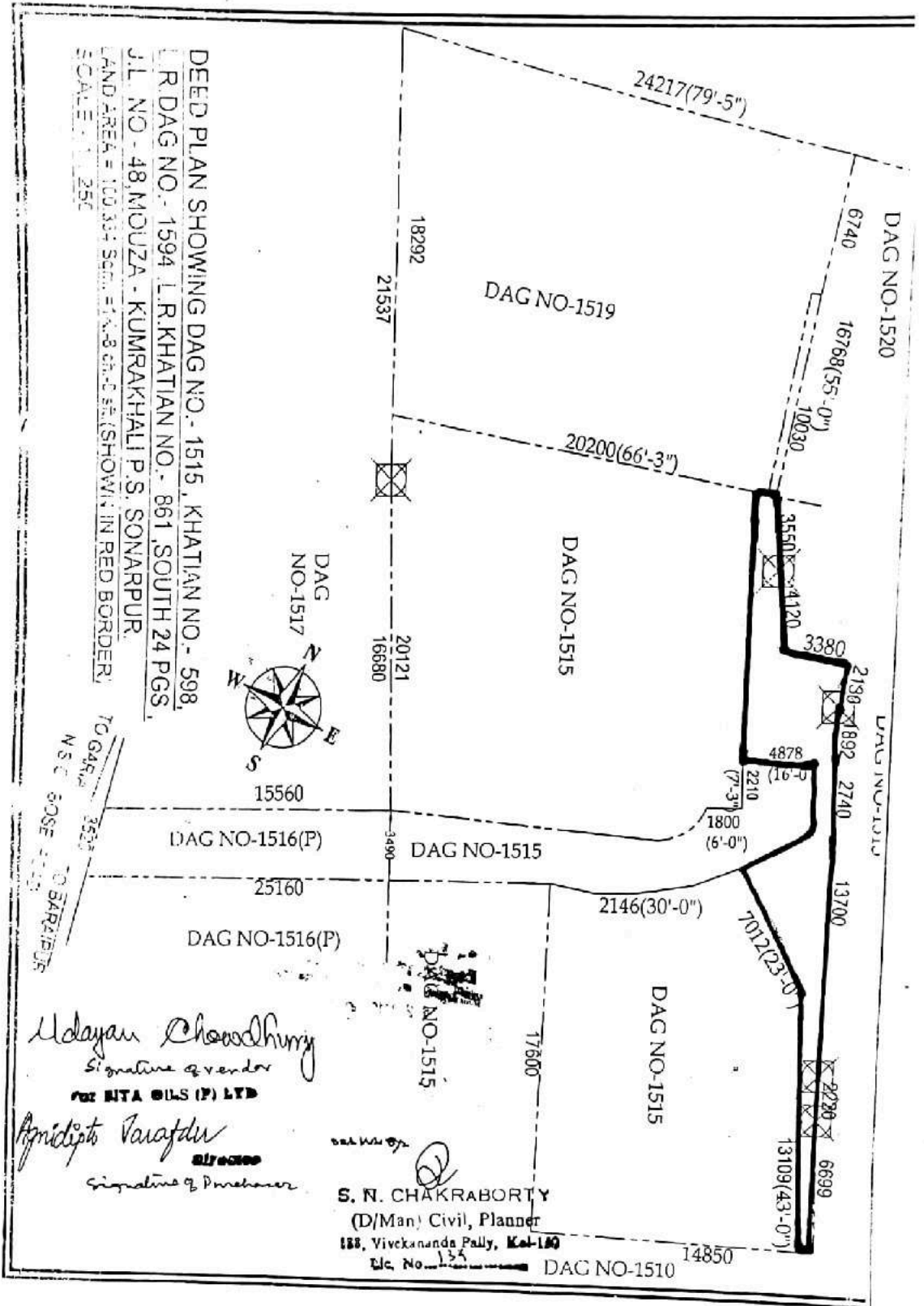
Udayan Choudhury

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 22
Page from 1125 to 1139
being No 06322 for the year 2010.



(Dulal Chandra Saha) 13-August-2010
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R.-IV SOUTH 24-PARGANAS
West Bengal



DEED PLAN SHOWING DAG NO. 1515, KHATTIAN NO. - 598,
 L.R. DAG NO. 1594 L.R. KHATTIAN NO. - 861, SOUTH 24 PGS,
 J.L. NO. - 48, MOUZA - KUMRAKHALI P.S. SONARPUR,
 LAND AREA = 100.33 Sqm. (11.8 CH. 25.5) (SHOWING IN RED BORDER),
 SCALE = 1 : 250



TO GARH
 NSC ROSE
 TO SARAIKOT












Udayan Choudhury
 Signature of vendor
 FOR NITA GILS (P) LTD
Amidipto Varadur
 Signature of Purchaser

S. N. CHAKRABORTY
 (D/Man) Civil, Planner
 188, Vivekananda Pally, Kal-180
 Etc. No. 155












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PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name *Udayan Choudhary*
Signature *Udayan Choudhary*

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name *Amidipto Sarafdu*
Signature *Amidipto Sarafdu*

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature