

পশ্চিমবর্জা पश्चिम बंगाल WEST BENGAL

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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this 29th day of September, 2014

BETWEEN PRATUL KUMAR SETT, son of Late Mrinal Kanti Sett, Indian citizen, by faith Hindu by occupation Service, residing at EE-157/3, Salt Lake



OSWAL RESIDENTIAL BUILDINGS LLP

Authorited Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.



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RATIB GHOSH)

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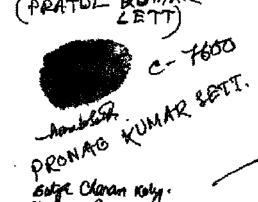
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City, Kolkate - 700 091, Police Station - Bidhannagar (E), having his Income Tax PAN AKEPS4903J and 2. PRONAB KUMAR SETT, son of Late Mrinel Kanti Sett, Indian citizen, by fath Hindu, by occupation Service, residing at 27/4, Surendra Nath Baneriee Street, Kolkata - 700 036, Police Station - Baranagore, having his Income Tax PAN CYMPS5337J, hereinafter jointly referred to as the VENDORS (which expression shall unless excluded by or repugnant to context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and/or assigns) of the ONE PART AND SHELTER CONCRETE PRIVATE LIMITED, a company incorporated under the provision of the Companies Act, 1956, having its registered office at CB-63, Sector - I, Salt Lake City, Kolkata - 700 064, Police Station - Bidhannagar North, having its Income Tax PAN AAFCM9777J, represented through its authorised signatory, Rajib Ghosh, son of Late A. K. Ghosh, by occupation service, residing at D-22, Northern Park, Bansdroni, Kolkata 700 070, Police Station - Bansdroni, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to context be deemed to mean and include its successors-in-interest and/or assigns) of the OTHER PART:

WHEREAS in these presents, unless there be something contrary or repugnant to the subject or context:

(i) "Sald Share In Said Property" shall mean and include Undivided 1/54" (one - fifty fourth) share equivalent to 5 (five) Cottah, more or less, (Said Share) in Land measuring 270 (two hundred seventy) Cottah, more or less, together with a proportionate built-up area equivalent to 2,880 (two...)

thousand eight hundred eighty) square feet out of a total built-up area of 1,55,520 (one lac fifty five thousand five hundred twenty) square feet, more or less in several dwelling houses and other residential structures standing thereon situate lying at and being Municipal Premises No.1, Rustomjee Parsee Road, Kolkata 700 002 and more fully described in Part-I of the Schedule below (Said Property) and the Said Share in the Said Property more fully described in the Part-II of the Schedule below (collectively Said Share In Said Property) together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share. In Said Property.

AND WHEREAS at all material times one Gopal Lal Sett was the absolute owner of the Said Property free from all encumbrances whatsoever.

AND WHEREAS the said Gopal Lal Sett while being seized and possessed of the said property as an absolute owner thereof died intestate on 20th January, 1913 leaving behind him surviving at the time of his death his nine sons namely Sasendra Chandra Sett, since deceased, Nagendra Chandra Sett, since deceased, Ganendra Chandra Sett, since deceased, Phanindra Chandra Sett, since deceased, Ramendra Chandra Sett, since deceased, Sailendra Chandra Sett, since deceased, Rabindra Chandra Sett, since deceased, Manindra Chandra Sett, since deceased and Harendra Chandra Sett, since deceased, as his only heirs and legal representatives who duly inherited the said property left by their father the said Gopal Lal Sett each having undivided 1/9th share therein.



AND WHEREAS the said Manindra Chandra Sett, a Hindu governed by the Dayabhaga school of Hindu law, while being seized and possessed of the undivided 1/9th share in the said property at an absolute owner thereof died intestate on 27th September, 1955, leaving behind him surviving at the time of his death his widow Parbati Sett, since deceased, three sons namely Mrinal Kanti Sett, since deceased, Manoj Kanti Sett, since deceased, and Mohan Kanti Sett, since deceased, as his only heirs and legal representatives who jointly inherited the said undivided 1/9th share of the said Manindra Chandra Sett in the said property and became the absolute joint owners thereof each owning undivided 1/36th share in the said property.

AND WHEREAS the said Mrinal Kanti Sett while being seized and possessed of his undivided 1/36th share in the said property died intestate on 4th March, 1989 leaving behind him his wife Sondhya Rani Sett, since deceased, three sons namely Pratul Kumar Sett (the Vendor No.1 herein), Pronab Kumar Sett (the Vendor No.2 herein) and Tapan Kumar Sett as his only heirs and legal representatives who jointly inherited the undivided 1/36th share of the said Mrinal Kanti Sett in the said property thereby each owning undivided 1/144th share therein.

AND WHEREAS the said Sondhya Rani Sett, wife of Mrinal Kanti Sett, while being seized and possessed of her undivided 1/144th share in the said property died intestate on 21th September, 1990, leaving behind her surviving at the time of her death her three sons namely the said Pratul Kumar Sett (the Vendor No. 1 herein), Pronab Kumar Sett (the Vendor No. 2 herein) and Tapan Kumar Sett as her only



heirs and legal representatives who jointly inherited the undivided 1/144th share of the said Sondhya Runi Sett in the said property.

AND WHEREAS in the circumstances as aforestated, the said Pratul Kumar Sett (the Vendor No.1 herein), Pronab Kumar Sett (the Vendor No.2 herein) and Tapan Kumar Sett, became the absolute joint owners of an undivided 1/36th share in the Said Property and thereby each owning undivided 1/108th share therein.

AND WHEREAS thus the said Pratul Kumar Sett (the Vendor No.1 herein) and Pronab Kumar Sett (the Vendor No.2 herein) i.e. the Vendors are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share In Said Property being Undivided 1/54th (one – fifty fourth) [2 X 1/108th] share free from all encumbrances whatsoever.

AND WHEREAS the existing buildings and structures at the Said Property are more than 100 years old and are in a dilapidated condition.

AND WHEREAS the Vendors have represented to the Purchaser as follows:

- a) THAT the Vendors are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share In Said Property and except the Vendors no one has any right, title or interest of any kind whatsoever.
- b) THAT the Vendors have not received any notice from any authority for acquisition, requisition or vesting of the Said Share In Said Property and declares that the Said Share In Said Property is not affected by any scheme of the Government or any Statutory Body.



- c) THAT the Vendors do not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- d) THAT the Vendors have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Share In Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- e) THAT the Vendors have good right, full power, absolute authority and indefeasible title to agree to and grant, sell, convey, transfer, assign and assure the Said Share In Said Property to the Purchaser.
- f) THAT no person or persons whosoever have/had/has ever claimed any right of preemption over and in respect of the Said Share In Said Property or any part thereof.
- g) THAT no mortgage or charge has been created by the Vendors by depositing the title deeds or otherwise over and in respect of the Said Share In Said Property or any part thereof.
- h) THAT the Said Share in Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, uses, debutters, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever or howsoever and the title of the Vendors to the Said Share In Said Property is free, clear and marke able.
- THAT the Said Share in Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- j) THAT there is no order of Court or any other statutory authority prohibiting the Vendors from selling, transferring and/or alienating the Said Share In Said Property or any part thereof.



- k) THAT there is no other previous agreement for sale, development, transfer, lease etc. in respect of the Said Share In Said Property with any person.
- THAT no person other than the Vendors has any right, title and interest of any nature whatsoever in the Said Share In Said Property.

AND WHEREAS the purchaser has inspected necessary documents in respect of the said property and has conducted searches in respect thereof and has satisfied itself with regard to the right, title and interest of the vendors over and in respect of the said share in said property and the property is found free from encumbrances.

AND WHEREAS in the premises as aforesaid, the Vendors have agreed to sell and the Purchaser, relying on the aforestated representations of the Vendor, has agreed to purchase the Said Share In Said Property at or for a consideration of Rs.3,50,000/- (Rupees three law and fifty thousand only) free from all encumbrances whatsoever.

NOW THEREFORE THESE INDENTURE WITNESSETH and it is hereby recorded and declared that -

In the premises aforesaid and in consideration of the sum of Rs.3,50,000/(Rupees three lac and fifty thousand only) by the Purchaser to the Vendors
paid at or before the execution of these presents (the receipt whereof the
Vendors do hereby us also by the receipt and memo of consideration
hereunder written admit and acknowledge and of and from the payment of
the same and every part thereof the Vendors do acquit release and forever
discharge the purchases and the Said Share In Said Property on "as is where



is basis" hereby conveyed and transferred unto and to the purchaser) the Vendors do hereby grant sell, transfer, convey, assign and assure and confirm unto and to the Purchaser the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Property and in the Said Share In Said Property being Undivided 1/54th (one - fifty fourth) share equivalent to 5 (five) Chitah, more or less, (Said Share) in Land measuring 270 (two hundred seventy) Cottah, more or less, together with a proportionate built-up area equivalent to 2,880 (two thousand eight hundred eighty) square feet out of a total built-up area of 1,55,520 (one lac fifty five thousand five hundred twenty) square feet, more or less in dwelling houses and other residential structures standing thereon situate lying at and being Municipal Piemises No.1, Rustomjee Parsee Road, Kolkata 700 002 and more fully described in Part-I of the Schedule below (Said Property) and the Said Share in the Said Property more fully described in the Part-II of the Schedule below (collectively Said Share In Said Property) And Together With all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share In Said Property And Also Together With all appurtenances thereto or Howsoever Otherwise the Said Share In Said Property now are or is or at any time hereto before were or was situate, butted, bounded, called, known, numbered described and distinguished Together With the reversions and remainders and the rents, issues, profits thereof And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever and howsoever of the Vendors into or upon the Said Share In Said Property And Together With absolutely unobstructed and



full right of egress and ingress in all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, boundary walls, benefits, advantages, vacant area, open spaces whatsoever and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the Said Share In Said Property hereby sold and transferred or in anywise appertaining thereto or any part thereof, usually held, used, occupied accepted, enjuyed, reputed or known as part or parcel or member thereof or appurtenant thereto To Have And To Hold the Said Share In Said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and for ever free from all encumbrances whatsoever and howsoever, And Subject To And/Or Together With the covenants by the Vendors hereafter contained.

2. THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:

- a) The Vendors are now lawfully and rightly seized of and/or otherwise well and sufficiently entitled to the Said Share In Said Property and all benefits and rights hereby by conveyed, sold, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid.
- b) The Vendors now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share In Said Property and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or



intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents.

- c) The Said Share In Said Property and all other rights and benefits hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances whatsoever and howsoever made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in and over the Said Share In Said Property from, under or in trust for the Vendors.
- freely and clearly and absolutely acquitted exonerated released and forever discharged from or by the Vendors and every person or persons having or lawfully, rightfully and equitably claiming as aforesaid and effectually saved, defended, kept harmless and indemnified of, from and against all manner of former and other estate, charges, liens, debts, attachments, mortgages, restrictions, covenants uses, debutters, trusts, acquisitions, requisitions alignments, claims, demands, liabilities and encumbrances whatsoever and howsoever suffered or created by the Vendors or any of its predecessors in title or any persons lawfully or equitably claiming aforesaid.
- e) The Vendors shall from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser make, do



acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring and vesting the Said Share In Said Property unto the Purchaser in the manner aforesaid.

3. AND IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES as follows:

- (a) That the said share in said property is being sold purely on as is where is basis and the vendors will have no responsibility to hand over possession of their said share in the said property or any part thereof to the purchaser in any manner whatsoever.
- (b) That it shall be the obligation of the Purchaser to pay all past and present arrears of municipal rates and taxes, cess, revenue, khazna, levies, imposition and other charges payable statutory or non statutory in respect of the said Property pertaining to the period upto the date of execution of this deed and the Vendors shall not be liable for payment of such taxes and outgoings whatsoever.
- (c) That the wendors shall not have any manner of right, title and interest whatsoever or howsoever in the said Municipal Premises No.1, Rustomjee Parsec Road, Kolkata 700 002 or any part thereof and all the joint undivided vendors' right, title and interest hereby conveyed in the said Municipal Premises No.1, Rustomjee Parsec Road, Kolkata 700 002 hereby stands vested in the Purchaser absolutely and forever free from all encumbrances whatsoever.



SCHEDULE:

Part - I (Said Property)

Land measuring 270 (two hundred seventy) Cottah, more or less, together with several 36 (thirty tix) nos. of single storied dwelling houses and other residential structures all having brick walls and tile sheds having a built up area of 1,55,520 (one lac fifty five thousand five hundred twenty) square feet erected and scattered on the portions of the land situate lying at and being Municipal Premises No.1. Rustomjee Parsee Road, Kolkata 700 002, Police Station - Cossipore, within Ward No. 006 of the Kolkata Municipal Corporation and delineated in a map or plan annexed hereto and hordered in colour RED thereon and butted and bounded:

On the North:

Partly by Russomjee Parsee Road and partly by 2, Rustomjee

Parsee Road

On the South :

Laxmi Jute Press (32, Cossipore Road)

On the East

Partly by 2, Rustomjee Parsee Road and partly by 1/2,

Rustomjee Parsee Road

On the West :

River Hooghly

Part - II (Said Share In Said Property)

[Subject Matter of Sale]

Undivided 1/54th (one - fifty fourth) share equivalent to 5 (five) Cottah, more or less, in the said property described in Part - I above.

Together With a proportionale built-up area measuring about 2,880 (two thousand eight hundred eighty) square feet out of a total built-up area of 1,55,520 (one lac fifty five thousand five hundred twenty) square feet, more or less in the dwelling houses and other residential structures, having tile-shed, standing thereon.

And Together With all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share In Said Property.



IN WITNESS WHEREOF the parties have executed these presents on the day, month and year above written.

(Pratul Kumar Sett)

(Pronab Kumar Sett)

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[VENDORS]

ter SHELTER CUNCRETE PVT. LTD.

Kyjb Skry Authorise Signatory

(Shelter Concrete Private Limited)
[EURCHASER]

Witnesses: Hawharell Signature AYAN BASAK
Name AYAN BASAK
Address 234. Gil T. ROAD.

KOLKATA & HOOSE

Name SATYA CHARAN KOLFY
Father's Name Late Paritosh Koly.
Address D. Old Post Office 3- Fat

Kalkate - 700001

Mrithika Mitro Advocate, High Court Calculta

OSWAL RESIDENTIAL BUILDINGS LLP

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Authorised Signatory CONSTITUTE DESTRUCTION OF ABAS NIBAS PVF. LTD.



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs.3,50,000/(Rupees three lac and fifty thousand only) towards full and final payment of the consideration for sale of the Said Share In Said Property described in the Part II of the Schedule above, in the following manner:

Mode	Dule	Particulars	Amount	Favouring
Demand Draft No. 862842	29,09.2014	Canara Bank Sactor - V, Salt Lake, Kolkata	(Rs.) 1,75,000/-	Pratul Kumar Seti
Demand Draft No. 862841	29.09.2014	Canara Bank Sector - V, Salt Lake, Kolkata	1,75,000/-	Pronab Kumar Seti
		Total:	3,50,000/-	

(Pratul Kumar Sett)

Jonab Sett.
(Pronab Kumar Sett)

[VENDORS]

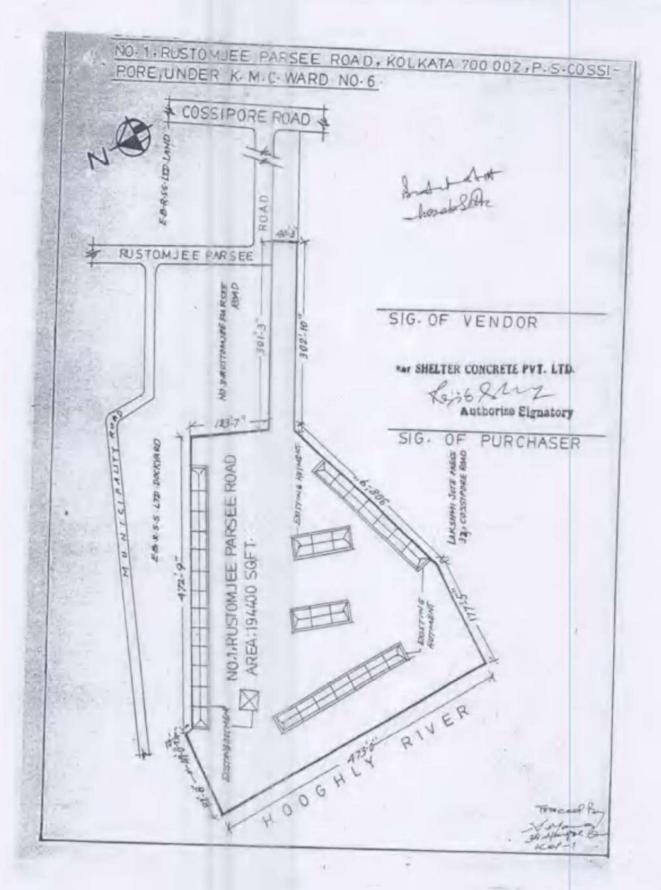
Witnesses:

Signature Hawhardle !

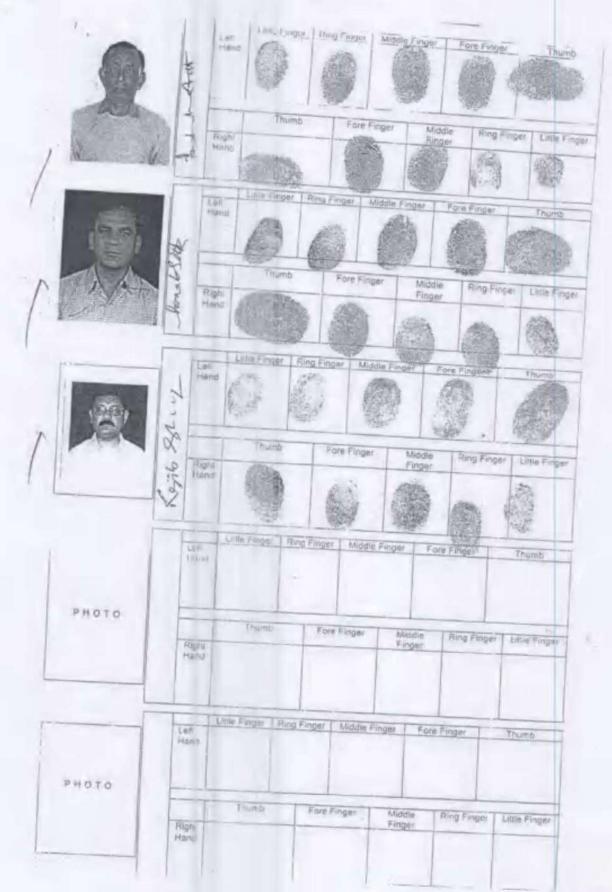
Name AYAN BASAK

Signature

Name SATYA CHARAN KOLEY









. Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 66 Page from 3510 to 3529 being No 13447 for the year 2014.



(Dulal chandraSahar 88-November-2014 ADDL REGISTRAP OF ASSURANCES II Office of the A.R.A. - II KOLKATA West Bengal

