

পশ্চিম্বজ্গ पश्चिम बंगाल WEST BENGAL



THIS DEED OF CONVEYANCE made this 23 nd day of April, 2015 BETWEEN L. APALA SETT, wife of Late Sanjoy Sett, Indian citizen, by faith Hindu, by occupation Service, residing at S-10/6, Salt Lake City, Block - FC,

> OSWAL RESIDENTIAL BUILDINGS LLP J. J.h.

> > Authorised Signatory CONSTITUTED ATTORNEY OF ABAS NIBAS PVT. LTD.





Srabani Abasan, Sector - III. Bidhannagar (South), North 24 Parganas - 700 106, Police Station - Bichacoagar South, having her Income Tax PAN AKEPS4871P and 2. SOMPRIYA SETT, daughter of Late Sanjoy Sett, Indian citizen, by faith H.ndu, by occupation Student, S-10/6, Salt Lake City, Block -FC, Srabani Abasan, Sector - III, Bidhannagar (South), North 24 Parganas - 700 106, Police Station - Bidhannagar South, a minor being represented through her mother as her logal and materal guardian, namely Smt. Apala Sett, wife of Late Sanjoy Sett, Indian citizen, by faith Hindu, by occupation Service, residing at S-10/6, Salt Lake City, Block - FC, Srabani Abasan, Sector - III, Bidhannagar (South), North 24 Parganas - 700 106, Police Station - Bidhannagar South, hereinafter jointly referred to as the VENDORS (which expression shall unless excluded by or repugnant to context be deemed to mean and include their heirs, legal representatives, executors, administrators, successors 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 CE-63, Sector - I, Salt Lake City, Kolkata - 700 064, Police Station - Bidrannagar North, having its Income Tax PAN AAFCM9777, represented through its authorised signatory, Rajib Ghosh, son of Late A. K. Ghosh, by occupation service, residing at D-22, Northern Park, Bansdroni, Kelkara 700 070, Police Station - Bansdroni, having his income tax PAN ALSPG3098B, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to context be deemed to mean and include its superssors-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

191/6480" (one hundred ninety one - six thousand four hundred
eightieth) share equivalent to 7.96 (seven point nine six) 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 4,584 (four thousand five hundred eighty-four) 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 helow (collectively the Said Share In Said Property) together with all easument 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 Copal 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 naving 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 1/9 share in the said property as an absolute owner thereof died intestate on 27 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 1/9 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 solid property.

AND WHERE AS the said Manoj Kanti Sett while being serzed and possessed of his undivided 1/36th share in the said property died intestate on 6th March, 1963 leaving behind him surviving at the time of his death his mother the said Parbati Sett, since deceased, his wife Manjusree Sett, since deceased, two sons namely Prasanta Sett and Sukanta Sen, and two daughters namely Chandra Mukherjee and Anita Halder, as his only heirs and legal representatives who jointly inherited the undivided 1/36th share of the said Manoj Kanti Sett in the said property thereby each owning undivided 1/216th share therein.

AND WHEREAS during her lifetime, by a registered Deed of Sale, the said Parbati Sett, for valuable consideration sold, conveyed and transferred her undivided 1/36° share in the said property inherited by her from her husband Manindra Chandre Sett in Tayour of her son, the said Mohan Kanti Sett absolutely and forever.

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 surviving at the time of his death his mother the said Parbati Sett, since deceased, his wife Sondhya Rani Sett, since deceased, three sons namely Pratul Kumar Sett, Pronab Kumar Sett 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 1/180th share therein.

AND WHEREAS the said Perbati Sett while being seized and possessed of her undivided 1/180th + 1/216th = 11/1080th share in the said property died intestate on 8th March, 1989 leaving behind her surviving at the time of her death her son namely Mohan Kanti Sett, his grandsons Pratul Kumar Sett, Pronab Kumar Sett and Tapan Kumar Sett, all children of her predeceased son Mrinal Kanti Sett and the said Prasanta Sett, Sukunta Sett, Chandra Mukherjee and Anita Halder all



children of her predeceased son Manoj Kanti Sett as her only heirs and legal representatives who inherited the undivided 11/1080th share of the said Parbati Sett in the said property in accordance with the Hindu Succession Act, 1956.

AND WHEREAS in the cocumstances as aforestated, the said Mohan Kanti Sett became the absolute owner of an undivided 191/3240th share (being the undivided 1/36th being inherited from his father Manindra Chandra Sett plus undivided 1/540th being purchased from his mother Parbati Sett plus undivided 1/540th being inherited from his mother Parbati Sett who had inherited the same from Mrinal Kanti Sett plus undivided 1/648th being inherited from his mother Parbati Sett who had inherited the same from Monoj Kanti Sett) in the Said Property free from all encumbrances whatsoever.

AND WHEREAS the said Mohan Kanti Sett died intestate on 3rd February, 2002 leaving behind him surviving his wife Juthika Sett, since deceased, son Swapan Sett, daughter-in-law namely Apala Sett, wife of his predeceased son Sanjoy Sett and grand-daughter Sompriya Sett, daughter of his said predeceased son Sanjoy Sett as his only helps and heiresses who inherited his estate including the said undivided 191/3240th share in the Said Property in accordance with the Hindu Succession Act, 1956 and their said undivided share particularly in the Said Property (i.e. undivided 191/3240th share of the said Mohan Kanti Sett in the said property equivalent to 15.92 Cottah) is as follows:

| SI. No. | Names of the legal Heirs & Heiresses | Relationship with the deceased, Mohan Kanti Sett | Share in the Said Property |
|------------|---|--|---|
| 1. | Juthika Sett (since deceased) | Wife | 191/3240 th X 1/3 rd = 191/9720 th |
| 2. | Swapan Sett | Son | 191/3240 th X 1/3 rd = 191/9720 th |
| 3. | Apala Sett (Vendor No.1, herein) | Daughter-in- law | 191/3240 th X 1/3 rd X ½ = 191/19440 th |
| 4. | Sonfpriya Sett (Vendor No.2, herein) | Grand Daughter | 191/3240 th X 1/3 rd X ½ = 191/19440 th |





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AND WHEREAS masmuch as the said Juthika Sett, wife of Mohan Kanti Sett died intestate on 6th November, 2003, her undivided 191/9720th share in the said property devolved equally on her son namely Swapan Sett and grand-daughter the said Somprive Sett and accordingly the undivided 191/3240th share of the said Mohan Kanti Sett in the said property equivalent to 15.92 Cottah would was/is owned by Swapan Sett, Apala Sett (the Vendor No.1 herein) and Somprive Sett (the Vendor No.2 herein) in the manner as follows:

| Name | Undivided Share in the Said Property |
|--|--------------------------------------|
| Swapan Sett | 191/6480 th |
| Apala Sett (the Vendor No. I herein) | 191/19440 th |
| Sompriya Sett (the Vendor No.2 herein) | 191/9720 th |
| m.ix. | an an influ |
| Total: | 191/3240 th |

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AND WHEREAS the Vendors Apala Sett and Sompriya Sett are now absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share In Said Property being Undivided 191/6480th (one hundred ninety one – six thousand four hundred eightieth) share (191/19440th + 191/9720th) 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.





- b) THAT the Vandors 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 (Celling 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 Baid Property to the Purchaser.
- f) THAT no revenue, cess, tax or imposition in respect of the Said Share In Said Property is due to the government or any other authority or authorities and no Centificate Case is pending for realization of any taxes from the Vendora.
- g) 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.
- h) 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.
- THAT the Said Share in Said Property is now free from all claims, demands, noumbrances 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 marketable.

- THAT the Said Share in Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- k) 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.
- 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 Vendors hereby further declare, represent, confirm and assures to the Purchaser that the above-recited original of the said registered Deed of Sale executed by the said Parbati Sett in favour of the said Mohan Kanti Sett is misplaced and lost and could not be found even after due and diligent search by the Vendors and that the Vendors are not even in possession of copy of this deed or its registration particulars to enable the Purchaser to obtain a certified copy thereof. The Vendors declare, represent and further assure to the Purchaser that the Vendors are aware of the fact that the Purchaser has agreed to purchase the Said Share In Said Property on the basis of such representation and other representations of the Vendors in this Deed and therefore the Vendors shall be obliged to keep the Purchaser saved, harmless and indemnified in respect thereof.

AND WHEREAS the Vendor No.1 hereby further declares, represents, confirms and assures to the Purchaser that in the capacity of mother and natural guardian of the Vendor No.2 who is now a minor, the Vendor No.1 has decided to sell the



share of the said Sompriya Sett along with her own share in the Said Property to defray expenses for maintenance of Sompriya Sett Including but not limited to her standard of living, medical and educational expenses.

and the Purchaser, relying on the aforestated representations of the Vendors, has agreed to purchase the Said Share In Said Property at or for a consideration of Rs.5,25,000/- (Rupees Five lac and twenty-five thousand only) free from all encumbrances what soever.

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.5,25,000/-(Rupees Five lac and twenty-five thousand only) by the Purchaser to the Vendors paid at or before the execution of these presents (the receipt whereof the Vendors do hereby as also by the receipt and memo of consideration bereunder 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 purchaser and the Said Share In Said Property 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 191/6480th (one hundred ninety one - six thousand four hundred eightieth) share equivalent to 7.96 (seven point nine six) 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 4,584 (four thousand five hundred eighty-four) square feet out of a total built-up area of 1,55,520 (one lac lifty 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 Premises No.1, Rustomjee Parsee Road,



Kolkata 700 002 and more fully described in Part-1 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 of 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 Aud 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, lences, passages, sewers, drains, water, water courses, trees, bushes, boundary walls, benefits, advantages, vacant area, open spaces whatscever and all manner of former or other rights, liberties, easemen's, privileges, appendages and appurtenances whatsoever belonging to the Said Share In Said Property hereby sold and transferred or in an wise appenaining thereto or any part thereof, usually held, used, occupies accepted, enjoyed, 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 forever 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 just 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 of any of its predecessors in title or any persons lawfully or equitably claiming aforesaid.



e) The Venders 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 whats sever 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 it shall be the obligation of the Purchaser to pay all past and present arresm 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.
- (b) That the vendors shall not have any manner of right, title and interest whatsoever or howsoever in the said Municipal Premises No.1, Rustomee Parsee Road, Kolkata 700 002 or any part thereof and all the joint undivided vendors' right, title and interest in the said Municipal Premises No.1, Rustomjee Parsee 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 six) 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 bordered in colour RED thereon and butted and bounded:

On the North:

Partly by Rustomjee Parsee Road and partly by 2,

Rustomice 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,

Rustomiee Parsee Road;

On the West :

River Hoogaly.

Part – II (Said Share In Said Property) (Subject Matter of Sale)

Undivided 191/6480th (one hundred ninety one – six thousand four hundred eightieth) share equivalent to 7.96 (seven point nine six) Cottab, more or less, in the said property described in Part - I above.

Together With a proportionate built-up area measuring about 4,584 (four thousand five hundred eighty-four) 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.

(Apala Sett)

1 APALA SETT) DOB-01097
(Sompriya Sett represented through her mother Apala Sett as her legal and natural guardian)

[VENDORS]

SHELTER CONCRETE PVT. LTD.

(Shelter Concrete Private Limited)

PURCHASERI

| Witnesses: | 54 |
|--|-------------------------------------|
| Signature Source Das | Signature |
| Name Source 2 Das | Name SATYA CHARAN KOLEY |
| Father's Name Dille Ded | Father's Name Late Paritosh Koly |
| Address 10,000 post office stocat | Address 10, old Past office street. |
| Kocketa- 700001 | Kol-1 |
| The second secon | |

Daladrata Manda Advocate, High Court, Calcum

OSWAL RESIDENTIAL BUILDINGS LLP

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Authorised Signatory CONSTITUTED ATTORNEY OF ABAS NIBAS PVT, LTD.



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs.5,25,000/- (Rupees Five lac and twenty-five thousand only) towards full and final payment of the consideration for sale of the Said Share In Said Property described in the Fart II of the Schedule above, in the following manner:

| Mode | Date | Bank | Amount (Rs.) | |
|---------------------|------------|--|-----------------|--|
| Cheque No.425003 | 01.09.2011 | Canara Bank, Sector - V, Salt Lake Branch | 2,00,000/- | |
| Cheque No.424662 | 26.09.2012 | Canara Bank, Sector - V, Salt Lake Branch | 50,000/- | |
| Cheque No.458164 | 22/04/2015 | Canara Bank, Sector - V, Salt Lake Branch | 2,75,000/- | |
| | | Total: | 5,25,000/- | |

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(Apula Sett)

(APALA SETT)

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(Somprite Somoprite Lett

through her mother Apala Sett as her legal and natural guardian)

[VENDORS]

Witnesses:

Signature Source Day

Signature

Part .

Name Soinat Del

Name SATYA CHARAN KOLEY



SITE PLAN OF LAND WITH STRUCTURE AT MUNICIPAL PREMISES NO. 1, RUSTOMJEE PARSEE ROAD, KOLKATA 700 002, P. S. COSSI-PORE, UNDER K. M.C. WARD NO-6 COSSIPORE ROAD ROAD 40.3 RUSTOM JEE FARSEE NO SAUSTONOLOS PARCOS ADRO VENDOR SHELTER CONCRETE PVT. LTD. **Authorised Signatory** 123-7 SIG. OF PURCHASER EARSS LTD DOCKJARD NO.1, RUSTOMJEE PARSEE ROAD AREA:194400 SQFT 400GH L24



SPECIMEN FORM FOR TEN FINGERPRINTS

| | | 100 | Little Finger | Ring Finger | Middle | Finger | Fore | Finger | Thumb |
|-------|-------------|-------------------|---------------|-------------|--------|-----------|------------|-------------|---------------|
| | hust | Right Hand | 0 | | - | | | 7 | |
| | apola 1 | | Thumb | Fore | Finger | Middle i | inger | Ring Finger | Little Finger |
| | | | (1) | 8 | | | - district | - | |
| | | Left Hand | Utile Finger | Ring Finger | Middle | Finger | Fore | Finger | Thumb |
| 1701 | Keiste Serz | | 1 | | | | | | |
| PA | | Right | Thumb | Fore | Finger | Middle F | inger | Ring Finger | Little Finger |
| | | Hand | | | | | - ARREST | | |
| | | Left Hand | Little Finger | Ring Finger | Middle | Finger | Fore | Finger | Thumb |
| | 3 | | | | | | | | |
| рното | | Filight Filind | Thumb | Fore F | inger | Middle F | inger | Ring Finger | Little Finger |
| | | Lift Hand | Little Finger | Ring Finger | Middle | Finger | Fore | Finger | Thurtb |
| | | | | | | | | | |
| рното | | Figur Hand | Trumb | Fore f | inger | Middle Fi | nger | Ring Finger | Little Finger |
| | | | | | | | | | |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 26 Page from 1203 to 1225 being No 04669 for the year 2015.



(Dulai chanera Saha) 29-April-2015 ADDL REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal

