

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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THIS DEED OF CONVEYANCE made this 2nd day of June, 2011 BETWEEN

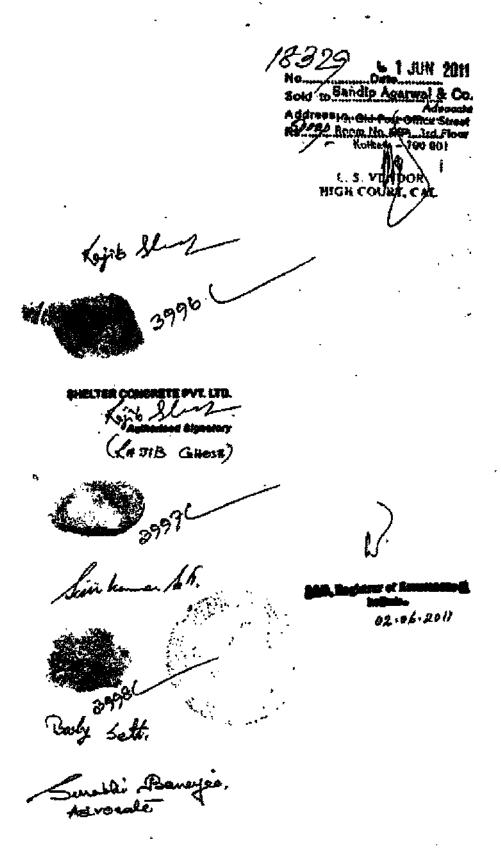
1. SISIR KUMAR SETT, son of Late Sankar Kumar Sett, by nationality Indian, by religion Hin lu, by occupation retired, residing at 20, Chandra Kumar Roy

2500/20

OSWAL RESIDENTIAL BUILDINGS LLP

CONSTITUTED ATTORNEY OF ABAS NIBAS PVT, LTD





South Human Sell? Subventa Sutt. Sanjay Sel. Somnett Sel. -2 JR 300 Amer Math Subt High court, kolkala.

Lane, Kolkata - 700036, Police Station - Cossipore, having his Income Tax PAN AKEPS2774D, 2. BABY SETT, wife of Late Salil Kumar Sett, by nationality Indian, by religion Hindu, by occupation service, residing at 20, Chandra Kumar Roy Lane, Kolkata - 700036, Police Station - Cossipore, having his Income Tax PAN CVNPS57/51, 3. SUNIL KUMAR SETT, son of Late Sankar Kumar Sett, by nationality Indian, by religion Hindu, by occupation service, residing at 20, Chandra Kumar Roy Lane, Kolkata - 700036, Police Station - Cossipore, having his Income Tax PAN AKOPS5481R, 4. SUBRATA SETT, son of Late Sankar Kumar Sett, by nationality ladian, by religion Hindu, by occupation service, residing at 20, Chandra Kumar Roy Lane, Kolkata - 700036, Police Station -Cossipore, having his Income Tax PAN CVFPS0787L, 5. SANJAY SETT, son of Late Sankar Kumar Sett, by nationality Indian, by religion Hindu, by occupation business, residing at 20, Chandra Kumar Roy Lane, Kolkata - 700036, Police Station - Cossipore, having his Income Tax PAN DEGPS9208H, 6. SOMNATH SETT, son of Late Ganga Prasad Sett, by nationality Indian, by religion Hindu, by occupation business, residing at 5, Kalinath Munshi Lane, Kolkata - 700016, Police Station - Baranagar, having his Income Tax PAN ALSPS6627C, 7. AMARNATH SETT, son of Late Ganga Prasad Sett, by nationality Indian, by religion Hindu, by occupation service, residing at 5, Kalinath Munshi Lane, Kolkata - 700036, Police Station - Baranagar, having his Income Tax PAN BDLP51955D, hereinafter collectively 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 FRIVATE LIMITED, a company incorporated under the



provision of the Companies Act. 1956, having its registered office at CB-63.

Sector – I, Salt Lake Gity, Kolkara – 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, Banadroni, Kolkata 700 070, Police Station – Regent Park, 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:

(four-twenty seventh) share equivalent to 40 (forty) 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 23040 (twenty three thousand forty) 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 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 casement rights and all other rights, appurtents cas 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 auroliving at the time of his death his nine sons namely Sasendra Chandra Sett, since deceased, Nagendra Chandra Sett, since deceased, Jannendra 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 at a sale held by the Registrar of the Hon'ble High Court of Judicature at Fort William in Bengal on 22nd April, 1936 pursuant to the decrees dated 8th September, 1931 and 6th March, 1933 made by the said Hon'ble High Court in Suit No. 2 01 of 1930 in stituted by Martin & Co. as plaintiff against the said Ramendra Chandra Sett as defendant, the said Nagendra Chandra Sett, since deceased, Juanendra Chandra Sett, since deceased, and Harendra Chandra Sett, since deceased, purchased the undivided 1/9th share of Ramendra Chandra Sett in the Said Property along with other property.

AND WHEREAS pursuant to an order dated 26th of August, 1936 passed by the Hon'ble High Court of Judicature at Fort William in Bengal in the said Suit No. 2301 of 1930, the Reg strar of the said Hon'ble High Court of Judicature at Fort



William in Bengal is used a Certificate of Sale dated 26th August, 1936 certifying and confirming the sale of the undivided 1/9th share of the said Ramendra Chandra Sett in the Said Property along with other property in favour of the said Nagendra Chandra Sett, since deceased, Inanendra Chandra Sett, since deceased, and Harendra Chandra Sett, since deceased.

AND WHEREAS after the purchase as aforesaid the said Jnanendra Chandra Sett, since deceased, thus became the absolute owner of an undivided 1/27th share in addition to his own undivided 1/9th share in the Said Property aggregating to 4/27th i. e. the Said Share In Said Property and caused his name to be mutated in the records of the Kolkata Municipal Corporation along with the other co-sharers of the Said Property.

AND WHEREAS the said Jannendra Chandra Sett while being seized and possessed of the Said Share In Said Property as an absolute owner thereof died on 5th November, 1965 after having duly made and published his Will and Testament, dated 30th November, 1956 wherein he named her wife Umasashi Dasi, since deceased, as the sore executrix thereof.

AND WHEREAS by his said Last Will and Testament, dated 30th November, 1956, the said Inamendra Chandra Sett bequeathed all his movable and immovable properties in favour of his two tons namely Sankar Kumar Sett, since deceased, and Ganga Prasac Sett, since deceased in equal share and ratio subject to life interest created by him in favour of of his wife Umasashi Dasi, since deceased, in his estate.



AND WHEREAS pursuant to an application filed by Ganga Prasad Sett and others, on or about 5th October, 1988, the Hon'ble High Court at Calcutta in its Testamentary and Intestate jurisdiction was pleased to grant Letters of Administration of the said Last Will and Testament, dated 30th November, 1956 of the said Inanendra Chandra Sett to the said Umasashi Dasi.

AND WHEREAS during the lifetime of the said Umasashi Dasi, the said Sankar Kumar Sett died intestate on 4th April, 1985 leaving behind him surviving at the time of his death his five sons namely Sisir Kumar Sett (the Vendor No. 1 herein), Salil Kumar Sett, since deceased, Sunil Kumar Sett (the Vendor No. 3 herein), Subrata Sett (the Vendor No. 4 herein) and Sanjay Sett (the Vendor No. 5 herein) as his only heirs and legal representatives who succeeded to the estate of the said Sankar Kumar Sett.

AND WHEREAS the said Umasashi Dasi died on 7th November, 1987, whereupon the said Ganga Prasad Sett on the one hand and the said heirs of the said Sankar Kumar Sett namely, Sisir Kumar Sett (the Vendor No. 1 herein), Salil Kumar Sett, since deceased, Sanil Kumar Sett (the Vendor No. 3 herein), Subrata Sett (the Vendor No. 4 herein) and Sanjay Sett (the Vendor No. 5 herein) on the other became the owners of the Said Share In Said Property.

AND WHEREAS the said Salii Kumar Sett while seized and possessed of his respective share in the Said Share in Said Property died intestate on 2nd March, 1991 leaving behind him surviving at the time of his death his widow namely Baby Sett (the Vendo: No. 2 herein) as his only heir and legal representative who



duly inherited the said share of her husband in the Said Share In Said Property and became the absolute owner of the same.

AND WHEREAS the said Ganga Prasad Sett while seized and possessed of his 2/27th share in the Said Property died intestate on 19th January, 1992 Icaving behind him surviving at the time of his death his two sons namely Somnath Sett (the Vendor No. 6 terein) and Amarnath Sett (the Vendor No. 7 herein) as his only heirs and legal representatives who jointly inherited the said 2/27th share of the said Ganga Prasad Sett in the Said Property and became the absolute joint owners of the same.

AND WHEREAS in the events as recited hereinbefore, the Vendors are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share In Said Property free from all encumbrances whatsoever in the following manner:

Name		Share in Said Property	
Sisir Kumar Sett	(the Vendor No. 1)	Undivided 2/135	
Baby Sett	(the Vendor No. 2)	Undivided 2/135	
Sunil Kumar Sett	(the Vendor No. 3)	Undivided 2/135	
Subrata Sett	(the Vendor No. 4)	Undivided 2/135	
Sanjay Sett	(the Vendor No. 5)	Undivided 2/135	
Somnath Sett	(the Vendor No. 6)	Undivided 1/27	
Amarnath Sett	(the Vendor No. 7)	Undivided 1/27	

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

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

- a) That the Ventiors are the absolute owners of 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 Said Share In Said Property to the best of the Vendors' knowledge is not subject to any notice of acquisition or requisition nor the same is subject to attachments under the Public Demands Recovery Act or under any other law for the time being in force including urban land ceiling laws.
- c) That the Said Share In Said Property is not affected by any town planning or any other scheme and that no notice of acquisition or requisition has so far been served on the Vendors by the Government or the Municipal Corporation or Kolkata Metropolitan Development Authority or any other local or public body or authority for acquisition, requisition, set back, or otherwise of the Said Share in Said Property or any part thereof.

AND WHEREAS the Purchases 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 Said Share In Said Property,

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase the Said Share In Said Property on as is where is basis at or for a consideration of Rs. 18,00,000/- (Rupees twenty eight lac 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.28,00,000/-(Rupees twenty eight lac 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 hereunder written admit and a knowledge 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 on as is where is basis hereby convayed and transferred unto and to the purchaser) the Vendors do hereby grant seel, transfer, convey, assign and assure and confirm unto and to the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the Said Share In Said Property being Undivided 4/27th (four-twenty seventh) share equivalent to 40 (forty) 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 23040 (twenty three thousand forty) 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 standing thereon situate lying at and being Municipal Premises No.1, Rustomjee Parsee Road, Kolksta 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 Together With all easement rights and all other rights, appurenances and inheritances for access and user of the Said Share In Said Property And Also Together With all appurtenances hereto 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 careas and ingress, 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, 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 heraby 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.



THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER as follows:

- a) The Vencors 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.
- and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share In Said Property under their respective ownership 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.



- d) The Purchaser shall hold and have the Sald Share In Said Property freely and clearly and absolutely acquitted exonerated released and for ever discharged from or by the Vendors.
- 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 lawfu 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:

(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 Said Share In Said Property or any part thereof to the Purchaser in any manner whatsoever.

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That I shall be the obligation of the Vendors to pay all past and operation 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.

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 Parses Foad, Kolkata 700 002, Police Station Cossipore, within Ward No. 006 of the Kolkata Municipal Corporation and butted and bounded:

On the North:

Partly by Rustomjee Parsee Road and partly by 2, Rustomjee

Parsee Road

On the South:

Laxini 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 Hooghly

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

Undivided 4/27 (four-twenty seventh) share equivalent to 40 (forty) Cottah, more or less in the and property described in Part I above.

Together with a proportionate built-up area measuring about 23040 (twenty three thousand forty) 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 standing thereon.

Together with all casement 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.

[Sisir Kumar Sett]

[Baby Sett]

Sund Human Sell [Sunil Kumar Sett]

Subroute Sitt [Subrata Sett]

[Sanjay Sett]

Sommath Sel.

[Somnath Sett]

I man Wall Sett

[Amarnath Sett] [Vendors]

(Shelter Concrete Private Limited)

[Purchaser]

Witnesses:

Signature Rangams

Name RANTANA BAKSHY

CHARAN KOLEY

Father's Name Stir HARANDAN BAKSHT Father's Name date, Parties h Knu

Address Airper Enclave Cotap. Heg. Society Hel Broti

Address 10, Old Post Knikato - 700001

Drafted by

Jana Sharama

Advocate

Enrolment No. F - 195/911 51 1996

OSWAL RESIDENTIAL BUILDINGS LLP

3.J.L

Authorised Signatory CONSTITUTED ATTORNEY OF ABAS NIBAS PVT. LTD,



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the withir named Purchaser the within mentioned sum of Rs.28,00,000/(Rupees twenty eight lat only) towards full and final payment of the consideration for sale of the Said Shar: In Said Property described in the Part II of the Schedule above, in the following manner:

Mode	Date	Bank		
			Amount (Rs.)	Favouring
Draft No. 062684	27/05/2011	Canara Hank, Sector V, Salt Lake, Kolkata -700091	2,80,000/-	
Demand	27/05/2011	Canada B. A. B. C. C. C.		
Draft No. 062685		Canara Bank, Sector V, Salt Lake, Kalkata -700091	2,80,000/-	Baby Sett
Demand	27/05/2011	0		
Draft No. 062686	2/103/2011	Canara Bank, Sector V, Salt Lake, Rolkata -700091	2,80,000/-	Sunil Kumar Sett
Demand	27/05/2011	Casure Book Santa M. Casar		
Draft No. 062687		Canara Bank, Sector V, Salt Luke, Kolkata -700091	2,80,000/-	Subrata Sett
Demand	27/05/2011	Consis D. J. C		
Draft No. 062688		Canars Bank, Sector V, Salt Lake, Kolkata -700091	2,80,000/-	Sanjay Seit
Demand	27/05/2013	Consess Woods & L. M. C. L.	-	
Draft No. 062689		Canara Bank, Sector V, Salt Lake, Kolkata -700091	7,00,000/-	Sommath Sett
Demand	27/05/201	Canapa Bank Santa V S. L. V.		
Draft No. 062690		Cataara Lank, Sector V, Salt Lake, Kolkata -700091	7,00,000/-	Amarnoth Sett
		Total	28,00,000/-	

Sisir Kumar S. F.

[Sisir Kumar Sett]

Baby Sett

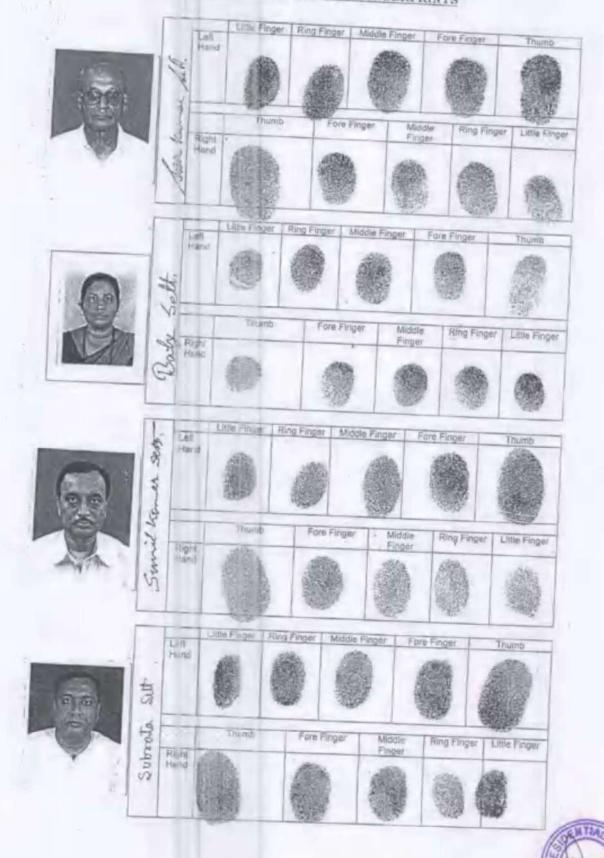
Sanit roman Ect

[Sunii Kumur Seit]

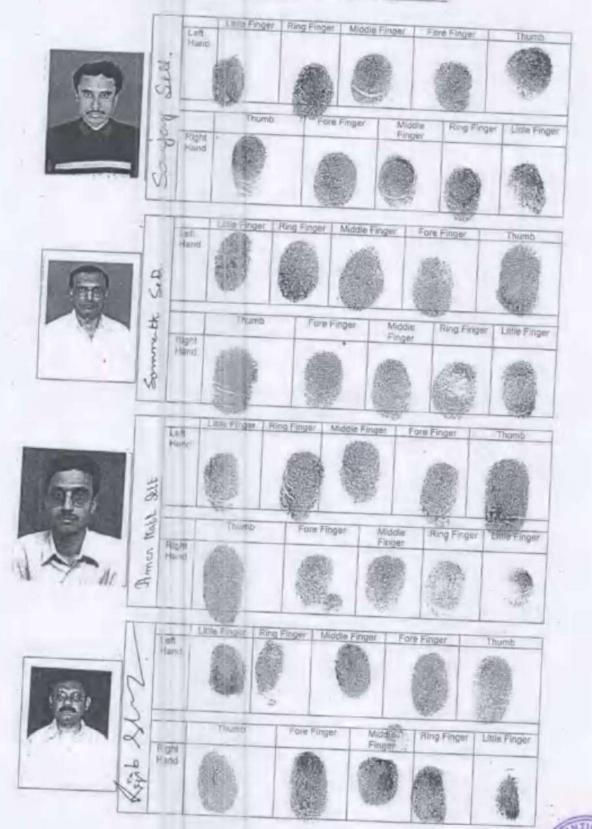
Subrata Sett



SPECIMEN FORM FOR TEN FINGERPRINTS



SPECIMEN FORM FOR TEN FINGERPRINTS



* Certificate of Registration under section 50 and Rule 69.

Registered in Book - I CD Volume number 26 Page from 4548 to 4570 being No 07066 for the year 2011.



(Sudhakar Sahu) 11-June-2011 ADDL. REGISTRAR OF ASSURI NCES-II Office of the A. R. A. - II KOLKATA West Bengal

