

OSWAL RESIDENTIAL BUILDINGS LLP



Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.

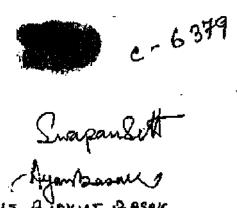


Sandly Agarwal & Co Acon No. Sale Office

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ter SMELTER CONCRETE PAT. LTD. RAJIB GHASH)



LT. BIDYUT BASAK 234. GIOPALLAL THAMUR ROAD. KOLKATA = 700036.

PIS-BARANAGIAL. BUNESS .





Station - Garlahat, Kolkata - 700 019, having his Income Tax PAN ALEPS7336L, for self and in the capacity of the executor appointed by and under the Last Will and Testament, dated 24th December, 1999 of Mohan Kanti Sett, deceased, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to context be deemed to mean and include his 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 CB-63. Sector - 1, Salt Lake City, Kolkata - 700 064, Police Station - Bidhannagar North, having its Income Tax PAN AAFCM97773, 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 centext:

(i) "Said Snare In Said Property" shall mean and include Undivided 191/3240th (one hundred ninety one - three thousand two hundred fortieth) share equivalent to 15.92 (fifteen point nine two) Cottab, more or less, (Said Share) in Land measuring 270 (two hundred seventy) Cottab, more or less, together with a proportionate built-up area equivalent to 9,168 (nine thousand one hundred sixty-eight) 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 Parace 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, appurtenances and inheritances for access and user of the Said Share In Said Property.

AND WHEREAS at all insterial 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 andivided 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



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undivided 1/9th share in the said property as an absolute owner thereof died intestate on 27th September, 1055, 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 there 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 Manoj Kanti Sett while being seized 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 Sett, 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 Chandra Sett in favour of her son, the said Mohan Kanti Sett absolutely and forever.

AND WHEREAS the said Minal Kanti Sett while being seized and possessed of his undivided 1/36 have 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 Where AS the sald Parbati 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 Prasania Sett, Sukanta 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 circumstances 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 1/36th being purchased from his mother Parbati Sett plus undivided 1/540th being inherited from his mother Parbati Sett who had inherited the same from Mrimal 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 i.e. the Said Share In Said Property free from all encumbrances whatsoever.



AND WHEREAS the said Mohan Kanti Sett died on 3rd February, 2002 after having duly made and published his Last will and Testament dated 24th December, 1999 whereby and whereunder he bequeathed all his moveable and immovable properties including the Said Share In Said Property in favour of his son Swapan Sett (the Vendos herein) and granddaughter Somopriya Sett, daughter of his son Sanjay Sett, having predeceased him on 30th November, 1999 in equal share subject to, inter-alia, the following directions contained in the said Will:

- (a) Mohan Kanti Sert's son, Swapan Sett (the Vendor herein) was the executor named in the said will.
- (b) After the death of the said Mohan Kanti Sett, his son Swapan Sett and his granddaughter, Somepriya Sett would get all his movable and immovable properties in equal half share. However, Somopriya Sett would be entitled to handle the same as her free will only when she would attain the age of 25.
- (c) Till Somopriya Sett would attain the age of 25, Swapan Sett would manage the estate left by the said Mohan Kanti Sett as Executor/Trustee.
- (d) For the maintenance expenses of the said Somopriya Sett during the period till she would attain the age of 25, Swapan Sett would provide her all monthly expenses suitable to her standard of living, including medical and educational expenses out of the Estates.
- (e) By his said Will, Mohan Kanti Sett did not leave anything for his wife Juthika Sett and his daughter-in-law Apala Sett, wife of his predeceased son Sanjay Sett and mother of Somopriya Sett.

AND WHEREAS Swapan Sett (the Vendor herein) applied for grant of probate in respect of the Will of the said Mohan Kanti Sett in the Hon'ble High Court at



Calcutta in its Testamentary and Intestate Jurisdiction, registered as P. L. A. No. 99 of 2007. The said P. L. A. No. 99 of 2007 is still pending before the Hon'ble Court.

AND WHEREAS had the said Mohan Kanti Sett died intestate without making the above will, the persons who would have inherited his estate including the Said Share In Said Property in accordance with the Hindu Succession Act, 1956 are as follows and their undivided share particularly in the Said Share In Said Property (i.e. undivided 191/3240th share of the said Mohan Kanti Sett in the said property equivalent to 15.92 Cottah) would have as follows:

SI. No.	Name & Address of the legal Hera & Heiresses	Company of the Compan	Share in the Said Property
1.	Juthika Sett	Wife	191/3240 th X 1/3 rd = 191/9720 th
2.	Swapan Sett	Son	191/3240 th X 1/3 ^{tl} = 191/9720 th
3.	Apala Sett	Daughter-in-law	191/3240 th X 1/3 th X 1/2= 191/19440 th
4,	Somopriya Sett	Grand Daughter	191/3240 ⁶¹ X 1/3 ⁸⁶ X 1/2= 191/19440 ³⁶

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 case of intestate death of the said Mohan Kanti Sett) in the said property would have devolved equally on her zon namely Swapan Sett (the Vendor herein) and granddaughter the said Somopriya Sett and in such an event the undivided 191/3240th share of the said Mohan Kanti Sett in the said property equivalent to 15.92 Cottah would have been owned by Swapan Sett (the Vendor herein), Apala Sett and Somopriya Sett in the manner as follows:



Undivided Share in the Said Property	
191/6480 th	
191/19440 th	
191/9720 th	
191/3240 th	

AND WHEREAS the Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share In Said Property being Undivided 191/3240th (one hundred ninety one – three thousand two hundred fortieth) share (191/6480th + 191/19440th + 191/9720th) free from all encumbrances whatsoever individually and as an executor to the said Will of the said Mohan Kann Sett, deceased.

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 Vendor has represented to the Purchaser as follows:

- a) THAT the Vandor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share In Said Property individually and as an executor to the said Will of the said Mohan Kanti Sett, deceased.
- b) THAT the Vendor has 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 Vendor does 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 Vendor has 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 Vendor has 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 individually and as an executor to the said Will of the said Mohan Kanti Sett, deceased.
- 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 Certificate Case is pending for realization of any taxes from the Vendor.
- 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 Vendor by depositing the title deeds or otherwise over and in respect of the Said Share. In Said Property or any part thereof.
- i) 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 Vendor 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 Vendor 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.
- m) THAT no person other than the Vendor has any right, title and interest of any nature whatsoever in the Said Share In Said Property individually and as an executor to the said Will of the said Mohan Kanti Sett, deceased.

AND WHEREAS the Vendor hereby further declares, represents, confirms and assures to the Purchaser that the above-recited original of the said registered Deed of Gift executed by the said Parbati Sett in favour of the said Parbati Sett and Sukanta Sett and of the registered Deed of Sale executed by the said Parbati Sett in favour of the said Mohan Kanti Sett are misplaced and lost and could not be found even after due and diligent search by the Vendor and that the Vendor is not even in possession of copies of those deeds or their registration particulars to enable the Purchaser to obtain a certified copy thereof. The Vendor declares, represents and further assures to the Purchaser that the Vendor is 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 Vendor in this Deed and therefore the Vendor shall be obliged to keep the Purchaser saved, harmless and indemnified in respect thereof.



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and whereas the Vendor hereby further declares, represents, confirms and assures to the Purchaser that inasmuch in terms of the direction contained in the said Will of the said Mohan Kanti Sett, deceased, the Vendor in the capacity of the executor thereof is obliged to provide for the maintenance expenses of the said Somopriya Sett, who is now a minor, including but not limited to all expenses suitable to her standard of living, medical and educational expenses out of the Estate during the period till she attains the age of 25 years, the Vendor has decided to sell the share of the said Somopriya Sett in the Said Property to defray such expenses for maintenance of Somopriya Sett. The Vendor also intends to sell his share in the Said Property simultaneously.

AND WHEREAS in the premises as aforesaid, the Vendor has 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.10,50,000/- (Rupers ten lac fifty thousand only) free from all encumbrances whatsoever.

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

1. In the premises aforesaid and in consideration of the sum of Rs.10,50,000/(Rupees ten lac fifty thousand only) by the Purchaser to the Vendor paid at
or before the execution of these presents (the receipt whereof the Vendor
doth hereby as 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 Vendor doth acquit release and forever discharge



the purchase and the Said Share In Said Property hereby conveyed and transferred unto and to the purchaser) the Vendor doth hereby grant sell, transfer, convey, assign and assure and confirm unto and to the Purchaser the entirety of his right, little and interest of whatsoever or howsoever nature in the Said Property and in the Said Share In Said Property being Undivided 191/3240th lone hundred ninety one - three thousand two hundred fortieth) source equivalent to 15.92 (fifteen point nine two) Cottah, more or less (Said Share) in Land measuring 270 (two hundred seventy) Cottali, more or less, together with a proportionate built-up area equivalent to 9 168 (nine thousand one hundred sixty-eight) square feet out of a total build-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, Rustomice 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 Vendor into or upon the Said Share In Said Property And Together With absolutely unobstructed and full right of eyress 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, casements, 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 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 Vendor hereafter contained.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

a) The Vendor is 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 Vendor new has good right, full power, absolute authority and indefeasable 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.
- 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 Vencor 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 Vendor.
- The Purchaser shall hold and have the Said Share In Said Property freely and clearly and absolutely acquitted exonerated released and forever discharged from or by the Vendor and every person or persons having or lawfully, rightfully and equitably claiming as aforesuld and effectually saved, defended, kept harmless and indomnified 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



whitsoever and howsoever suffered or created by the Vendor or any of its predecessors in title or any persons lawfully or equitably claiming aforesaid.

e) The Vendor 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 law/ul 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 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 Vendor shall not be liable for payment of such taxes and outgoings whatsoever.
- (b) That the vendor shall not have any manner of right, title and interest whatsoever or howsoever in the said Municipal Premises No.1, Rustomice Parsec Road, Kolkata 700 002 or any part thereof and all the Vendor's right, title and interest in the said Municipal Premises No.1, Rustomice 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 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, Kolkuta 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, Rustomjee

Parsee Road

On the South:

Laxmi Jule 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 Houghly

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

Undivided 191/3240th (one hundred ninety one - three thousand two hundred fortieth) share equivalent to 15.92 (fifteen point nine two) Cottah, more or less, in the said property described in Part - I above.

nine

Together With a proportionate built-up area measuring about 9,168 (nine thousand one hundred sixty-eight) square feet out of a total built-up area of



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.

(Swapan Sett)

Ear SHELTER CONCRETE PVT. LTD.

Authorise Eignator

(Shelter Concrete Private Limited)

[Purchaser]

Witnesses:

Signature Myan Danal

Father's Name LT- BIDYUT BASAK

Address 234. GOPALLALTHAKUR

KOAD . KOLK ATH - FOUNDS.

Signature

Name SATYA CHARAN KOLE

Father's Name wate. Panitosh Koly

LACTHAKUR Address ID, Old Post Affice Street

Drafted by

Advocate, High Cour Calc. Ita

OSWAL RESIDENTIAL BUILDINGS LLP

S. John

Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Furchaser the within mentioned sum of Rs.10,50,000/-(Rupees ten 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	Date	Particulars	Amount (Rs.)
Demand Draft No. 862594	25.03.2014	Canara Bank, Sector – V, Salt Lake, Kolkata	10,50,000/-
		Total:	10,50,000/-

Swapan Sett)

[Vendor]

Witnesses:

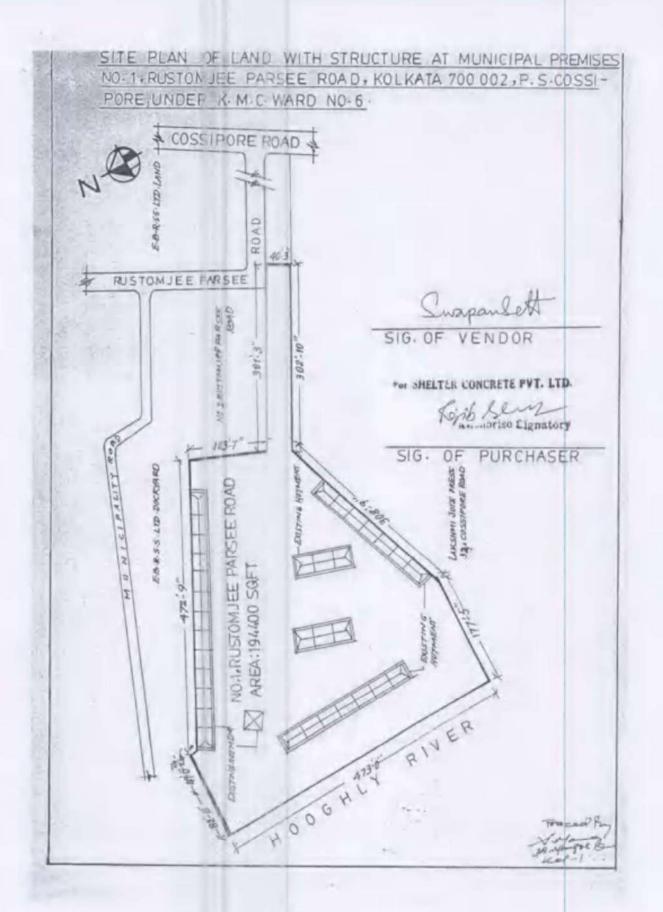
Signature Hand 202 2

Name AYAN BASAK

Signature

Name SATYA CHARAN KOLEY







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PHOTO	Thumb Fare Finger Middle Ring Finger Little Finger Hand
	Little Funger Ring Finger Middle Finger From Finger
РНОТО	Lift Hand Lift Finger Ring Finger Middle Finger Fone Finger Thumb
	Triumb Fore Finger Middle Ring Finger Little Finger Hand

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 67 Page from 596 to 622 being No 13569 for the year 2014,



(Dulal chandraSaha) 12-November-2014 ADDL REGISTRAR OF ASSURANCES-II Office of the A.R.A. - II KOLKATA West Bengal

