

to Calcutta Registration Office

K C Lunawal

19. C. Kunawal

protet power jest

K.C. me verce.

19. J. D.M. Marcher. CLONE. Registrar of Assurances-

Registrar of Assurances-1 Calcutta 15: 1.200V

Le linament of projects

fre too sometile projects

fre too sometile projects

Low sometile projects

Low sometile projects

Low sometile projects

Annitally Barrenies of 194,

Annitally Bar

t. 6. Heliera 510 Loke noberhavera mila B. D. M. Surprience Dacid calculta.

Addi Registrar of Recommendation 18-1-2002



the provisions of the Companies Act, 1956 having its registered office at 33, Shakespeare Sarani, Police Station- Shakespeare Sarani, Kolkata-700 017, hereinafter referred to as the "Purchaser" (which term or expression shall be deemed to mean and include unless excluded by or repugnant to the subject or context its successors, successors-in-office and assigns) of the Other Part;

WHEREAS

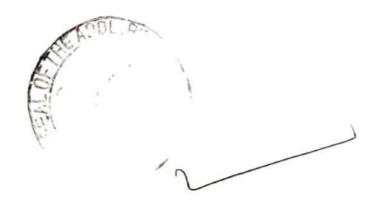
A Control of the cont

Addi Registrar of Ascurances-1

- A One Madhav Krishna Sett a Bengali Hindu governed by Dayabhaga School of Hindu Law died intestate in the year 1879 leaving and surviving his three sons namely Purna Chandra Sett, Nalini Nath Sett, and Panna Lal Sett as his only legal heirs and his immovable properties situate at 46, Murari Pukur Road, Calcutta (hereinafter referred to as "Larger Premises") amongst others.
- B Said Purna Chandra Sett, said Nalini Nath Sett and said Panna Lal Sett lived in Hindu undivided family and in a joint mess.
- C All the properties belonging to said Madhab Krishna Sett and all the self acquired properties of said Purna Chandra Sett, said Nalini Nath Sett and said Panna Lal Sett were brought under the common pool of the said Joint Hindu Undivided Family.
- November, 1936 and bequeathing his undivided 1/3rd share or intestate in the larger premises equally, amongst others, equally to his sons Promode Kumar Sett and Probhat Kumar Sett absolutely and forever by executing a Will wherein said Promode Kumar Sett and said Probhat Kumar Sett were appointed as the executors.
- E Said Nalini Nath Sett died testate in 1928 and bequeathing his undivided one-third share or interest in the larger premises equally, among others, to his sons namely Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett absolutely and forever.



- F Said Panna Lal Sett died in 1910 a Hindu and intestate leaving and surviving his three sons as his only heirs namely Provangsu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett.
- G It was inconvenient for the legatees of said Purna Chandra Sett deceased and legatees of said Nalini Nath Sett deceased and heirs of Panna Lal Sett deceased to jointly possess and enjoy the larger Premises and other properties wherefore a dispute arose.
- By an agreement executed on 8th March, 1938 by said Promode Kumar Sett and said Probhat Kumar Sett the executors to the estate of Purna Chandra Sett, as the First parties and Promode Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett executors to the estate of Nalini Nath Sett therein jointly referred to as the Second parties and three sons of Late Panna Lal Sett namely, Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangsu Kumar Sett therein jointly referred to as the Third Parties the dispute was referred to the Joint Arbitration of Sri C. K. Sarkar (since deceased) and Sri Benode Behari Dass (since deceased) to effect a family partition by metes and bounds.
- Arbitration proceeding, died on 30th December, 1938 and in pursuance of the said agreement executed on 8-3-1938 and upon consent of all the parties to the arbitration, said C K Sarkar (Since deceased) acted as the sole



Registrar of "go Tangas-1

- as the sole Arbitrator to the Arbitration made and published his award on 30-9-1951 and the said award was duly registered in the Office of the Sub-Registrar at Sealdah on 26-10-1951 and recorded in Book No I, Volume No 53 at pages 121 241 being No 2653 for the year 1951.
- K In terms of the said award dated 30-9-1951, said Narendra Kumar Sett and said Dhirendra Kumar Sett and Birendra Kumar Sett were jointly awarded, inter alia, the demarcated land admeasuring about 10 bighas 16 cottahs and 36 square feet be a little more or less together with buildings and structures thereon being a part of Calcutta Municipal Premises No 46, Murari Pukur Road, Calcutta morefully and particularly mentioned and described as Lot "A" in Part II of the Second Schedule to the said Award dated 30-9-1951 and delineated in the map or plan annexed thereto and bordered thereon in Red ink.
- Kumar Sett in terms of the said award dated 30-9-1951 were awarded, inter alia the demarcated land measuring an area of 9 bighas 8 cottahs, 5 chittacks and 14 square feet be a little more or less together with building and structures thereon in the then Calcutta Municipal Corporation Premises No 46, Murari Pukur road, Calcutta and morefully and particularly men-



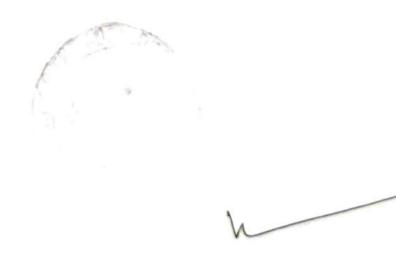


Add Registrar of Eserrances 1

tioned and described as lot B in Part I of the Second Schedule to the said award dated 30-9-1951 and delineated in the map or plan annexed thereto and bordered thereon in Blue ink.

M Said Provangshu Kumar Sett, said Himasngshu Kumar Sett and said Sudhangshu Kumar Sett the heirs of the said Panna Lal Sett deceased were jointly awarded, inter alia, the demarcated land measuring an area of 8 bighas 2 cottahs and 10 Chittacks 26 square feet be a little more or less in the then Calcutta Corporation said Premises No 46, Muraripukur Road, Calcutta morefully and particularly mentioned and described as Lot C in Part III of the Second Schedule to the said Award dated 390-9-1951 and delineated in the map or plan annexed thereto and bordered thereon in Yellow ink.

Mode Kumar Sett and said Probhat Kumar Sett since deceased were jointly seized and possessed of or otherwise sufficiently entitled to ALL THAT piece and parcel of plots of land containing by admeasurement an area of 9 (Nine) bighas, 8 (eight) cottahs and 5 (five) chittacks and 14 (fourteen) square feet be the same a little more or less together with, inter alia, a partly one storeyed and partly two storeyed brick built tenement hereditaments or dwelling house together with brick built outhouse with servants' quarters, outhouse, garage, sheds, structures built and erect thereon being a demarcated portion of the Larger Premises being the then Calcutta Corporation Premises No 46, Murari Pukur



Registrar of "s" rances.

Road, hereinafter referred to as the said "said Property" more fully and particularly mentioned and described in the Schedule A hereunder written as absolute owner thereof free from all encumbrances in undivided equal shares, and in exclusion of others.

- Said Probhat Kumar Sett by a Deed of Declara-0 tion executed on 5th August, 1957 registered in the Office of Registrar of Assurances, Calcutta declared that the said property among others was in exclusive possession enjoyment and disposal of said Promode Kumar Sett and said Promode Kumar Sett had been doing and exercising all acts and rights as sole and absolute owner thereof for a period of over eight years and said Promode Kumar Sett is entitled to the said property amongst others to the extent of sixteen annas interest therein and as full and absolute owner thereof and said Probhat Kumar Sett had no right title or interest therein and the said Deed of Declaration was recorded in Book No I, Volume No 99 at pages 23 to 29 being No 2824 for the year 1957.
- P Said Promode Kumar Sett duly mutated his name in the records of Corporation of Calcutta and was in uninterrupted and exclusive possession thereof with the knowledge of said Probhat Kumar Sett.
- Q Said Promode Kumar Sett was thus seized and possessed of and otherwise sufficiently entitled to the

STEP OL No.

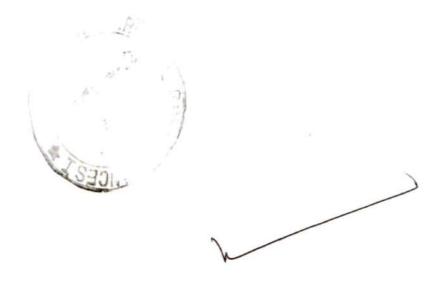
1

Registrar of "er rances-1

said property being ALL THAT piece and parcel of plots of land admeasuring about 9 (nine) Bighas 8 (eight) cottahs 5 (five) chittacks and 14 (fourteen) square feet be a little more or less being and situate at Premises No 46, Murari Pukur Road, Calcutta hereinafter referred to as the "said property" morefully and particularly mentioned and described in Schedule A hereunder written as absolute owner thereof free from all encumbrances.

August, 1957 and thereafter registered in the office of the Registrar of Assurances, Calcutta on 28th August, 1957 and recorded in Book No I. Volume No 100 at pages 108 to 118 being No 3035 for the year 1957 the said Promode Kumar Sett since deceased as Settlor transferred the said property among others to his two sons namely Deb Kumar Sett (since deceased) and Bijon Kumar Sett (since deceased) and subject to the trust provisions contained therein and said Deb Kumar Sett was the ultimate beneficiary thereof.

Deed of Settlement dated 18th August, 1957 that the said trust would come to an end upon the demise of the Settlor's wife Smt Mrinalini Sett and the trustees should transfer all the corpus of the said trust including the said property in favour of said Deb Kumar Seth absolutely and forever.



Registrar of "se rances-[

T Upon the demise of said Mrinalini Sett, wife of said Promode Kumar Sett, on 21st January, 1977 ownership of the said property vested with said Deb Kumar Sett And Whereas by and under an Indenture of Transfer executed on 8th October, 1985 the said Deb Kumar Sett (since deceased) and said Bijon Kumar Sett (Since deceased) jointly transferred and conveyed unto and in favour of Deb Kumar Sett the said property, among others, absolutely and forever and the said Indenture of Transfer was registered in the Office of Registrar of Assurances, Calcutta and recorded in Book No I, volume No 323 at pages 216 to 225 being No 14443 for the year 1986.

U Said Deb Kumar Sett thus became siezed and possessed of or otherwise sufficiently entitled to ALL THAT the said property being portion of Premises No 46, Murari Pukur Road(since renumbered as 46A, Murari Pukur Road), Kolkata morefully and particularly mentioned and described in Schedule A hereunder written as absolute owner thereof free from all encumbrances.

V Said Deb Kumar Sett, a Hindu and belonging to the Dayabhaga School of Law died intestate on 13th May, 1992 leaving behind him and surviving his only widow Smt Kajal Sett and his two daughters namely Smt Nandini Sett and Smt Ipsita Banerjee (nee Sett), the Vendor herein as his only legal heirs.

W The Vendor herein, and said Smt. Kajal Sett



Addl. Registrar of Assurances.

and said Smt. Nandini Sett thus became jointly seized and possessed of and otherwise sufficiently entitled to the said property as absolute owner thereof in undivided one third equal shares.

X.On 15th January 2001, said Nandini Sett, said Kajal Sett and said Ipsita Banerjee, the Vendor herein orally effected a partial partition of the said property by mutual agreement in respect of 5 (five) bighas 10 (ten) cottahs 11 (eleven) chittacks and 18 sq ft land with building structures tenement and hereditaments thereon morefully and particularly mentioned described in the Schedule B hereunder written delineated in the map or plan annexed hereto and bordered thereon in Blue colour being a portion of property described in Schedule A hereunder written whereby said Nandini Sett was allotted 1 bigha 16 Cottahs 14 Chittacks and 21 sq ft of land with buildings structures messuage tenement hereditaments and buildings theeron demarcated in the map or plan annexed hereto as Lot CC to her absolute ownership and enjoyment in exclusion of other co-owners AND said Kajal Sett was allotted to 1 bighas 16 Cottahs 14 Chittacks and 21 sq ft of land with buildings structures messuage tenement ahereditaments and buildings theeron demarcated in the map or plan annexed hereto as Lot AA to her absolute ownership and enjoyment in exclusion of other co-owners AND said Ipsita Banerjee the Vendor herein allotted 1 bighas 16 Cottahs 14 Chittacks and sq ft of land with buildings structures messuage tenement ahereditaments and buildings theeron demarcated in



the map or plan annexed hereto as Lot BB to her absolute ownership and enjoyment in exclusion of other coowners

- Y. The Vendor is thus absolutely seized and possessed of or otherwise sufficiently entitled to 1 (one) bigha 16 (sixteen) Cottahs 14 (fourteen) Chittacks and 21 (twenty one) sq ft of land with buildings structures messuage tenement hereditaments and buildings built and erect theeron demarcated as Lot BB in the map or plan annexed hereto morefully and particularly mentioned and described in Schedule C hereunder written and delineated in the map or plan annexed hereto and-bordered thereon in Yellow colour and hereinfater referred to as the "said Portion" free from all encumbrances lease liens lispendens mortgages charges attachments and other defects in title whatsoever but subject to the existing tenants and other occupiers occupying a part of the said portion.
- Z. The Purchaser approached the Vendor to purchase 1 (one) bigha 16 (sixteen) cottahs 14 (fourteen) chittacks and 21 (twenty one) sq ft of land together with building structures messuage tenement and hereditaments built and erect thereon hereinafter referred to as the "said portion" morefully and particularly mentioned and described in the Schedule C hereunder written and delineated in the map or plan annexed hereto and bordered thereon in Yellow colour at Rs.16,83,334/- (Rupees sixteen lacs eighty three thousand three hundred and thirty four only) free from all



Registrar of Assurances-I

encumbrances lease liens lispendens charges mortgages attachment and other defects in title whatsover as an estate of inheritance but subject to the tenants and other occupiers as aforesaid.

AA. The Vendor has agreed to sell to the Purchaser All That 1 (one) bigha 16 (sixteen) cottahs 14 (fourteen) chittacks and 21 (twenty one) sq ft of land together with building structures messuage tenement hereditaments built and erect thereon hereinafter referred to as the "said portion" morefully and particularly mentioned and described in the Schedule C hereunder written and delineated in the map or plan annexed hereto and bordered thereon in Yellow colour at Rs.16,83,334/- (Rupees sixteen lacs eighty three thousand three hundred and thirty four only) free from all encumbrances lease liens lis pendens charge mortgage attachment and other defects in title whatsover

AB The purchaser has paid a sum of Rs 5,83,332/- (Rupees five lacs and eighty three thousand and three hundred and thirty two only) to the Vendor herein as earnest money or part payment for the purchase of the said portion morefully and particularly mentioned and described in Schedule C hereunder written.

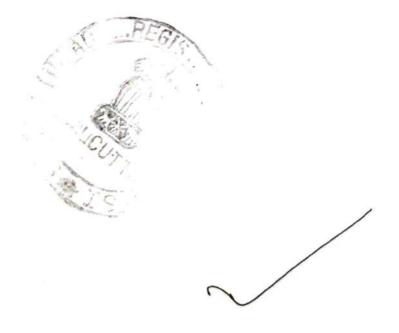
NOW THIS DEED WITNESSETH that in consideration of the sum of Rs 5,83,332/- (Rupees five lacs and eighty three thousand and three hundred and thirty two





Caloutia Caloutia

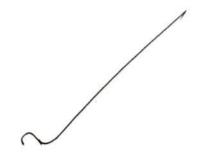
only) paid as earnest money and in part payment of the consideration and the money balance of Rs. 11,00,002/- (Rupees eleven lacs and two) only paid on or before the execution of these presents making together with the sum of Rs. 16,83,334/- (Rupees sixteen lacs eighty three thousand three hundred and thirty fouronly) being the full consideration price of the said portion (the receipt whereof the Vendor do hereby and hereunder acknowledge) the Vendor do hereby grant sell transfer convey assign and assure unto the Purchaser ALL THAT the entire right title and interest the said portion measuring about 1 (one) bigha 16 (sixteen) cottahs 14 (fourteen) Chittacks and (twenty one) sq ft of land be a little more or less with structure buildings sheds and erection built standing thereon being a part or portion of the Premises No 46A, Murari Pukur road, (since renamed and renumbered as 46A, Biplabi Barin Ghosh Sarani) Police Station Manicktolla , Kolkata - 700 032 morefully and particularly mentioned and described in Schedule C hereunder written and delineated in the map or plan annexed hereto and bordered thereon in yellow colour free from all encumbrances attachments, lease, lispendens, charge, mortgages or other defects in title whatsoever TOGETHER WITH proportionate rights in the common passage in the 14 cottahs 6 chittacks and square feet of land situate on the northern side of the said Lot B in part I of the Second Schedule to the said award dated 30.9.1951. TOGETHER WITH all buildings, structures, erection fixtures, walls yards courtyard and benefits and advantages of ancient and other rights



Registrar of Ass Fances

liberties easements quasi easements privileges appendages and appurtenances whatsoever to the said portion or any part thereof belonging or anywise appertaining to or with the same or any part thereof usually held used or occupied or enjoyed or reputed to belong or be appurtenant thereto TOGETHER WITH the reversion reversions, remainder and remainders, rents issues profits thereof and every part thereof or HOWSOEVER OTHERWISE the said portion now or heretofore were was situated, butted, bounded called, known, described or distinguished AND all the estate right title interest use trust property, claim and demand whatsoever both at law and in equity of the Vendor into and upon the said portion and every part thereof AND production of all deeds pattahs muniments writings and other evidences of title whatsoever which in anywise relate to the said portion or any part or parcel thereof and which now is or are or hereafter shall or may be in the custody, control, power, or possession of the Vendor or any person from whom she can procure the same without any action or suit at law or in equity TO HAVE AND the same and every part thereof hereby granted transferred conveyed assigned and assured or expressed or intended so to be unto and to the use the Purchaser absolutely and forever freed and discharged from or otherwise by the Vendor well sufficiently indemnified of and against all encumbranees, claims, demands, liens, lispendens, lease whatsoever heretofore created by or suffered by the Vendor or her predecessors in title AND the Vendor do hereby covenant with the Purchaser that notwithstanding any act





Registrar of Ass Tances

matter or thing whatsoever by the Vendor or by any of her predecessors in title done or executed or knowingly suffered to the contrary she the Vendor has good right full power and absolute and indefeasible title and authority to grant sell convey transfer assign and assure the said portion hereby granted sold conveyed assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter into hold possess enjoy the said portion and every part thereof and receive rents issues and profits of the same without any lawful eviction, hindrance or interruption, claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for the Vendor AND THAT free and clear and freely and clearly absolutely acquitted exonerated and well and sufficiently saved kept harmless and indemnified of from and against all manner of claims, charges, liens, debts, attachments, and encumbrances whatsoever made created or occasioned by the Vendor or her predecessors in title or any person or persons lawfully and equitably claiming through under or in trust for the Vendor And further the Vendor at the request and cost of the Purchaser shall do and execute or cause to be done or executed all such lawful acts deeds and things whatsoever for further and more perfectly conveying and assuring the said portion and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed AND THE VENDOR FURTHER COVENANTS AND DECLARES that the said portion is not affected by





Add. Registrar of Assurances

any attachment including attachment under any certificate case or any proceedings under the Income Tax Act, 1961 or under Public Demands Recovery Act or any other law in force AND the said portion is not affected by any notice or scheme of acquisition or requisition under the Land Acquisition Act, 1894 or by any Government or Statutory authority AND no agreement for sale has been entered in respect of the said portion or any part thereof AND no earnest money in any form has been received or accepted by the Vendor in respect of the said portion or any part of municipal tax or any other statutory outgoing in respect of the said share.

THE SCHEDULE - A ABOVE REFERRED TO

ALL THAT the partly one storeyed and partly two storeyed brick built messuage tenement of dwelling house brick built outhouse, with servants' quarters, garage, together with the sheds and structures standing thereon along with the pieces and parcels of land thereunto belonging whereof or on part whereof the same are built containing by measurement and area of 9 (nine) bighas, 8 (eight) cottahs 5 (five) chittacks and 14 (fourteen) square feet more or less situate lying at and being divided portion of premises No 46A, Murari Pukur road, (now renamed 46A, Biplabi Barin Ghosh Sarani,) commonly known as "Panchabati Villa", within the Municipal limits of the Calcutta Municipal Corporation within Police Station Manicktalla, sub-





Acon Registrar of Ass vances.

Registry Sealdah in the District of North 24-Parganas and delineated in the map or plan No 3 annexed to the award of Mr C K Sarkar dated 30th September, 1951 as stated hereinabove which was duly registered in the office of the Sub-Registrar at Sealdah on 26th October, 1951 and recorded therein in Book No I, Volume No 53 at pages 121 to 241 being No 2653 of the year 1951 and therein marked as Lot B and bordered blue and butted and bounded in the manner following that is to say -

ON THE NORTH

By premises marked LOT C and

bordered yellow in the said map

or plan.

ON THE SOUTH

By premises marked Lot A and Bor dered Red in the said map or plan.

ON THE EAST

By partly by premises marked Lot C and bordered yellow in the map or plan and partly by common passage marked as such and coloured burnt sinenna in the said map or plan.

ON THE WEST By Murari Pukur road.

THE SCHEDULE "B" ABOVE REFERRED TO

ALL THAT in the piece or parcel or plots of land containing by admeasurement an area of 5 (five) bighas 10 (ten) cottahs 11 (eleven) chittacks 18 (eighteen)





Registrar of Assurances-1 Calcutta square feet be the same a little more or less together with the common passage of 14 cottah 6 chittacks and 23 sft of land situate on the northern side of the said property together with pucca brick built building, outhouse, servants' quarters hereditaments, tenements dwelling houses, boundary walls and other structures whatsoever lying erect or built thereon situate and lying at and being part of Municipal Premises No 46A. Biplabi Barin Ghosh Sarani, Police Station - Manicktolla, Kolkata - 700 032 within Ward No. 14 of Calcutta Municipal Corporation and delineated in the map or plan annexed hereto and bordered thereon in Blue colour and butted and bounded in the manner as follows:

ON THE NORTH: Partly by portion of Premises No. 46A,

Muraripukur Road owned by Samiran Kumar

Sett and partly by common passage

ON THE SOUTH: By Premises No. 46A, Biplabi Barin Ghosh
Sarani owned by Susanta Sett and others

ON THE EAST: By partly by premises No. 46A Barin Ghosh

Sarani owned by Susanta Sett and others and
partly by portion owned by the Vendor jointly
with other co-owners

ON THE WEST: By Muraripukur Road, Calcutta

SCHEDULE C ABOVE REFERRED TO

All That right title and interest in the piece and parcel or plots of land containing by admeasurement an

Calcuta

area of 1 (one) bigha 16 (sixteen) cottahs 14 Chittacks and 21 (twenty one) sq ft be the same a little more or less beig a part or portion of the property described in Schedule B hereinabove written together with pucca brick built building, outhouse, servants' quarters hereditaments, tenements dwelling boundary walls and other structures built or erect thereon situate and lying at and being part of Municipal Premises No 46A, Biplabi Barin Ghosh Sarani, Calcutta - 700 032 delineated in the map or plan annexed hereto and bordered thereon in Yellow colour together with right title and ineterst in the common passage measuring about 14 Cottahs 6 (six) chittacks and 23 (twenty three) square feet be the same a little more or less situate at the northern side of the said property, which is butted and bounded in the following manner, that is to say,

ON THE NORTH

By common passage

ON THE SOUTH

By portion of Premises No 46A,

Biplabi Barin Ghosh Sarani, owned

by Ms Nandinin Sett

ON THE EAST

Partly by portion of Premises

No 46A, Biplabi Barin Ghosh Sarani Calcutta owned by said Kajal Sett and partly by portion of premises No 46A, Biplabi Barin Ghosh Sarani

owned by the Vendor with other co-

ON THE WEST

By Murari Pukur Road,



Red Registrar of Assurances-L

IN WITNESS WHEREOF the parties hereto have put their respective hands, seals the day, month and year

SIGNED SEALED AND DELIVERED

by the Vendor abovenamed

at Calcutta in presence of :

K.C. Kunawat

AMITESH BANERJEE. 19BPREONATH MULLICK ROND Cale UTTA 7000 26

(2) W.C. Behena.

19.13. D. M. Mellier Roole.
SIGNED SEALED & DELIVERED BY

the Purchaser abovenamed

at Kolkata in the

presence of

Shanti Shausal. 33. S.P. Sarami, Kolleats - 17

Anyani setting 131A. R.B. Arewe Korkeli-19

Jeasted by me: Nilop sen gupto ergs court at Calcuia.



Addl. Registrar of Assurances-

MEMO OF CONSIDERATION

Received a sum of Rs 16,83,334/- (Rupees sixteen lacs eighty-three thousand three hundred and thirty-four only) by the within named Vendor from the within named Purchaser as full consideration for the sale of the said portion morefully and particularly mentioned and described in the Schedule C hereinabove written. particulars whereof are given below.

Date	Mode	Amount.
20.05.1995	Cheane	3,33,332/
23.09.1997	20	1,50,0001-
09.11.2001	-Do	1,00,000/-
15.01.2002	-Dr	11,00,002/-
	20.05.1995 23.09.1997 09.11.2001	20.05.1995 Cheane 23.09.1997 Do 09.11.2001 Do

Total

Rs 16,83,334/-

(Rupees sixteen lacs eighty-three thousand three hundred and thirty-four only)

Anital R.

VENDOR

rages No. CAROS

Addi. Registrar of Assurances-I

16/06/06



Addl. Registrar of Assurances-1

Seen solos

679/1