

02074 - I - 03807



STAMP AFFIXED BY

STAMP SUPERINTENDENT,  
CALCUTTA COLLECTORATE

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For the total Stamped Amount  
also as mandated by W. Bengal  
Stamp Amendment Act, 1975  
Stamp No. 23150 to 23150  
Stamp duty paid  
Stamp Fee Rs.  
Additional duty, under S.I. Act No. 10  
to be added

644. Registrar of Assurances:  
Calcutta

Certified that the instrument has been  
received by the Registrar of Assurances  
of the District of South 24 Parganas  
and that the same is a valid instrument  
and that the duty thereon has been  
paid to the satisfaction of the  
Collector.

M. V. Determined By  
Collector / L. C. R. Range.  
Rs. 8,29,425/-  
Vide No. 401/18.11.12

A-125957  
R-194  
S-55  
T-25  
U-126913

Dist. : Calcutta  
Sub Regn. Dist. : Sealdah  
C.M.C. Ward No. : 14  
Allegn. Dist. : South 24 Parganas  
Police Station : Maniktala  
Pre. No. : 46A, Biplabi Barin  
Ghosh Sarani (Part)

386877-

**DEED OF SALE OF AN IMMOVABLE PROPERTY**

(being land with structures thereupon valued at Rs.11,45,300/-)

**THIS DEED OF SALE** made on this the 5th day of the  
month of MARCH in the year of Two Thousand and Two Anno  
**Domini** made **BETWEEN MS. ITI DUTTA** an advocate of the High  
Court at Calcutta having her office at No. 6, Old Post Office Street, Calcutta

Butti-Bagya (1000)  
243678  
87adik  
2-46120

12-10-11  
to Calcutta Registration Office  
on the 5th day of October 2002  
by K.C. Kumawat  
one of two sets

Registrar of Assurances,  
Calcutta

K.C. Kumawat

Execution is admitted by K.C. Kumawat as Director for Swastik projects put off B.B. Shastri & Co. Samant & Co. Administrative in the Estate of Birendra Kumar Setty deceased as appointed by Hon'ble High Court at Calcutta & Shanti Lal Bhansali as Director for Hastings Commercial (P) Ltd of RA A order per New Delhi address - 110012, Topper Samant Cal-17

For Swastik Projects Pvt. Ltd.  
K.C. Kumawat  
Director



Shi. Shanti. Advocate.  
Administratrix in the Estate of Birendra Kumar Setty deceased as appointed by Hon'ble High Court at Calcutta.

P.T.O

Identified by  
Chandi Sena

FOR HASTINGS COMMERCIAL (P) LTD  
Shanti Lal Bhansali  
Director

Registrar of Assurances,  
Calcutta

Chandi Sena

700 001 and the sole Administratrix to the Estate of Birendra Kumar Sett since deceased as appointed by the Hon'ble Mr. Justice Ronojit Kumar Mitra of the Hon'ble High Court at Calcutta by His Lordship's order dated the 14th day of March, 2000 in GA No 686 of 2000 (PLA No. 41 of 1974 in the Goods of Birendra Kumar Sett deceased) hereinafter called and referred to as the "VENDOR" (which term or expression where the context so admits and unless excluded by or repugnant to the same shall be deemed to include her successor-in-office and assigns) of the first Part A-N-D MESSERS SWASTIK PROJECTS PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956 having its <sup>herein represented by one of its directors Shri Kiron Chandra Laxarata</sup> registered office at No. 33, Shakespeare Sarani, Calcutta-700 017 herinafter called and referred to as the "PURCHASER" (which term or expression where the context so admits and unless excluded by or repugnant to the same shall be deemed to include its successor-in-office and interest and assigns) of the second part A-N-D MESSERS HASTINGS COMMERCIAL PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956 having its registered office at No. RA-4 Inder Puri, New Delhi-110 012 and principal office at No. 33 Shakespeare <sup>herein represented by one of its directors Shantilal Bhansali</sup> Sarani, Calcutta-700 017 hereinafter called and referred to as the "CONFIRMING PARTY NO.-1" (which term or expression where the context so admits and unless excluded by or repugnant to the same shall be deemed to include its successo-in-office and interest and assigns) of the third part A-N-D (a) SUPRIYA KUMAR SETT (b) SUSANTA SETT both sons of Dhirendra Kumar Sett since deceased both by faith Hindu by occupation landholder both at present residing at No. 3/1A, Sir Hariram Goenka Street, Police Station Posta, Calcutta - 7000 007 (c) SUNILA SETT

B1F

Imman  
5/3/02

Sudhrajakumar Sethi

Sudhrajakumar Sethi  
Sudanta Sett, Delhi  
Sett & Beneficiary K. P. Sett  
Belong to 3/1A Sir Hari-  
ram Goenka Road P.S.  
Posta Cal-7 + Sunila  
Sett + Sunil K. Sett  
Trustee for Sunila Sett  
Trust at 3/1A, Sir Hari-  
ram Goenka Road  
P.S. Posta Cal-7 + Bid-  
ha Bati Datta s/o Binal  
K. Datta of Chhabra  
Postage Cal-7

Sudanta Sett

For SUNILA SETT TRUST

Sunila Sett

Trustee

For SUNILA SETT TRUST

Sudhrajakumar Sethi

Trustee

Balhabati Datta



Chandi Bera  
s/o Late K. P. Bera  
T/7, 25/3 R.M. Rd  
Calcutta - 37  
Pensioner

Chandi Bera  
s/o Late K. P. Bera  
T/7, 25/3 R.M.  
Ad. Cal - 37  
Pensioner

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5/3/02  
Registrar of Assurances  
Calcutta

TRUST a private trust having its office at present at No. 3/1B, Sir Hariram Goenka Street, Police Station Posta, Calcutta - 700 007 represented by its present joint trustees Sm. Sunila Sett and Sumit Kumar Sett and (d) SM. BIBHA BATI DUTTA wife of Bimal Kumar Dutta deceased by faith Hindu by occupation landholder at present residing at No.1, Bhabanath Sen Lane, Police Station Chitpore, Calcutta - 700 004 hereinafter collectively called and referred to as the "CONFIRMING PARTY NO.-2" (which term where the context so admits and unless excluded by or repugnant to the same shall also mean their and each of their respective legal heirs successors-in-interest executors administrators legal representatives and assigns) of the fourth part.

2. WHEREAS one Madhab Krishna Sett a Bengalee Hindu then governed by the Dayabhaga School of Hindu law died intestate leaving behind him his three sons namely Purna Chandra Sett, Naliniath Sett and Pannalal Sett who all used to live under a Hindu joint or undivided family in a joint mess AND WHEREAS all the properties inherited by the said Purna Chandra Sett, Naliniath Sett and Pannalal Sett from their father Madhab Krishna Sett and other properties acquired after the death of Madhab Krishna Sett were brought under the common pool of the said joint family of the said Purna Chandra Sett, Naliniath Sett and Pannalal Sett AND WHEREAS on the demise of all the said Purna Chandra Sett in or about 1936, Naliniath Sett in or about 1928 and Pannalal Sett in or about 1910 all the heirs and/ or the executors to their respective last will and testaments on behalf of the legatees of each of such wills and testaments had disputes over the common enjoyment of the joint properties of the said joint family AND WHEREAS to resolve and/or settle their such disputes and differences all the parties to



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such disputes and differences as heretofore described submitted all their such disputes and differences to the joint arbitration of Mr. C.K. Sarkar and Mr. Benode Behari Das for a family partition by execution of an agreement dated 8th March, 1938 in this behalf as amongst themselves AND WHEREAS on the demise of the said Benode Behari Das, one of the arbitrators aforesaid during the continuance of the said arbitration proceedings in terms of the said agreement dated 8th March, 1938 as also on the consent of all the parties in dispute aforesaid the said Mr. C.K. Sarkar acted as the sole arbitrator in the said arbitration proceedings AND WHEREAS the said Mr. C.K. Sarkar as the sole arbitrator in the said arbitration proceedings made and published his award dated 30th September, 1951 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 129 to 241 being No. 2653 for the year 1951 AND WHEREAS in terms of the said award dated 30th September 1951, the legatees to the last will and testament of the said Nalininath Sett namely Narendra Kumar Sett, Dharendra Kumar Sett and Barendra Kumar Sett were jointly awarded inter alia the demarcated immovable property being land and building measuring a total area of 10 Bighas 16 Cottahs and 36 Square Feet more or less comprised in and being part of the then Calcutta Corporation premises No. 46 (formerly 46, 46/1/1 and part of 45/1 then 46, 47 and the said 45/1 and now Calcutta Municipal Corporation premises No. 46A) Murari Pukur Road now called Biplabi Barin Ghosh Sarani of Calcutta Municipal Corporation more clearly described as lot "B" at serial No. 6 in part II of the Second Schedule to the said award dated 30th September, 1951 AND WHEREAS the legatees of the last will and testament of the said Purna



**Adl. Registrar of Assurances**  
**Calcutta**



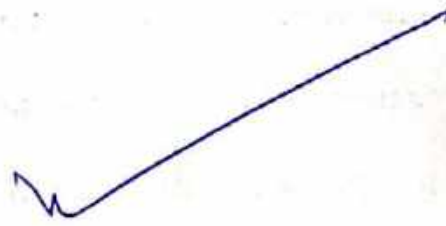
Chandra Sett were jointly awarded interalia the demarcated immovable property measuring an area of 9 Bighas 8 Cottahs 5 Chittaks and 14 Square Feet more or less in then Calcutta Corporation Premises No. 46 and now Calcutta Municipal Corporation Premises No. 46A, Biplabi Barin Ghosh Sarani and the heirs of the said Pannalal Sett were jointly awarded interalia the demarcated immovable property measuring an area of 8 Bighas 2 Cottahs 10 Chittaks and 26 Square Feet more or less in the then Calcutta Corporation Premises No. 46 now Calcutta Municipal Corporation Premises No. 46A, Biplabi Barin Ghosh Sarani as described in parts I and III respectively of the Second Schedule to the said award dated 30th September, 1951 AND WHEREAS the said Narendra Kumar Sett (his son Sukumar Sett and his wife Binapani Sett acting on his behalf as trustees to his estate) Dharendra Kumar Sett and Birendra Kumar Sett while thus enjoying jointly the immovable properties awarded to them under the said award dated 30th September, 1951 including the said defined portions of premises No. 46 now 46A Biplabi Barin Ghosh Sarani made an oral partition of the said properties followed by an unregistered statement of partition made by parol dated 21st October, 1962, subsequently confirmed by a deed of declaration of partition dated 14th December, 1965 and registered in the office of the Registrar of Assurances, Calcutta and recorded therein in Book No. I Volume No. 219 being No. 7337 for the year 1965 AND WHEREAS in terms of the said deed of declaration of partition dated 14th December, 1965 the said Birendra Kumar Sett with the consent of his other coparceners did take for himself voluntarily and of his own account and in severality of others for ever the immovable properties comprised in the third schedule written therein including the said demarcated part or portion of land



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Calcutta**

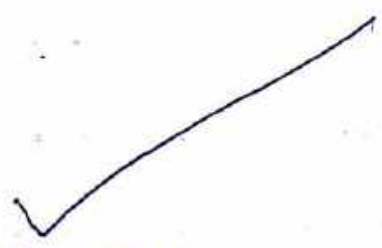
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measuring about 10 Bighas 16 Cottahs and 36 Square Feet comprised in and being part of the said premises No. then 46 now 46A Muraripukur Road now called Biplabi Barin Ghosh Sarani AND WHEREAS the said Birendra Kumar Sett thus became absolutely entitled to seize possess and enjoy the said demarcated plot of land measuring about 10 Bighas 16 Cottahs and 36 Square Feet comprised in and forming part of the said premises No. then 46 now 46A Murari Pukur Road now called Biplabi Barin Ghosh Sarani with buildings and structures thereupon in exclusion of others AND WHEREAS the said Birendra Kumar Sett a widower having no children on 19th day of July, 1965 made and published his last will and testament in English language being a holograph will written by himself in his own handwriting and the same was duly registered in the office of the Registrar of Assurances at Calcutta and recorded therein in Book No. III Volume No. 7 pages 94 to 98 being No. 228 for the year 1965 AND WHEREAS on the demise of the said Birendra Kumar Sett on or about the 28th March, 1968 the executors and the executrix named in the said last will and testament dated 19th July, 1965 duly applied for the grant of probate of the said last will and testament dated 19th July, 1965 of the said Birendra Kumar Sett since deceased before the Hon'ble High Court at Calcutta AND WHEREAS on the 4th day of May 1976 in Matter No. 41 of 1974 (since renumbered as G.A. No. 686 of 2000-PLA No. 41 of 1974 in the Goods of Birendra Kumar Sett) the Hon'ble High Court at Calcutta was pleased to grant the probate of the said last will and testament dated 19th July, 1965 of the said Birendra Kumar Sett since deceased in favour of the executors and the executrix therein named AND WHEREAS by the said last will and testament dated 19th July, 1965 the said Birendra Kumar Sett since deceased gave



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devised and bequeathed jointly unto and in favour of his brother Dhirendra Kumar Sett, his brother's son Sukumar Sett and his brother's married daughter Bibhabati Dutta being the Confirming Party No.-2(d) in undivided two third one sixth and one sixth shares respectively in all the said demarcated piece or parcel of land measuring an area of 10 Bighas 16 Cottahs and 36 square feet more or less comprised in and being part of the then Premises No. 46 now 46A Muraripukur Road now called Biplabi Barin Ghosh Sarani together with all buildings and structures thereupon absolutely and for ever as tenants in common AND WHEREAS Supriya Kumar Sett Dilip Kumar Sett and Usharani Halder the joint executors and executrix of the said last will and testament dated 19th July, 1965 of the said Birendra Kumar Sett since deceased respectively having failed to do and perform their duties and obligations in accordance with the directions contained in the said last will and testament dated 19th July, 1965 as also under the said order dated 4th May, 1976 passed by the Hon'ble High Court at Calcutta in the said Matter No. 41 of 1974, by orders dated 22nd June, 1978 and 8th December 1978 both passed by the Hon'ble High Court at Calcutta in the said Matter No. 41 of 1974 the said executors and executrix to the said last will and testament dated 19th July, 1965 of the said Birendra Kumar Sett since deceased were removed and in place and stead thereof Pallav Kumar Benerji a solicitor and advocate of the High Court at Calcutta, was appointed the sole administrator to the Estate of Birendra Kumar Sett deceased with all and full powers of administering the said Estate AND WHEREAS the said Dhirendra Kumar Sett a Bengali Hindu having made and published his last will and testament dated 4th September, 1970 died on or about 31st March, 1976 leaving him surviving his two sons Supriya Kumar Sett and



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Susanta Sett being Confirming Party No.-2(a) and 2(b) and his three daughters as his only heirs and heiresses and legal representatives providing therein interalia that the said Supriya Kumar Sett and Susanta Sett shall become entitled equally to all the movable and immovable estate of him the said Dharendra Kumar Sett including the said two third undivided share in the said part of the then Premises No. 46 now 46A Muraripukur Road now called Biplabi Barin Ghosh Sarani in exclusion of others and the probate of the said last will and testament dated 4th September, 1970 was duly granted by the Hon'ble High Court at Calcutta by its order dated 13th December, 1988 in Matter No. 50 of 1978 AND WHEREAS the said Pallav Kumar Banerji as the court appointed Administrator to the Estate of Birendra Kumar Sett deceased in consultation with and with the consent of the legatees and/ or residuary legatees therein namely the said Supriya Kumar Sett Susanta Sett, Sukumar Sett and Bibhabati Dutta applied in or about the year 1979 to the Hon'ble High Court at Calcutta for sale and transfer of a demarcated part of land with structures thereupon by admeasurement an area of 9 Bighas and 10 Cottahs to one M/s. Mitra Bhattacharjee & Associates or to their nominees out of the said total land area of 10 Bighas 16 Cottahs and 36 Square Feet comprised of and forming a demarcated part of the said Premises No. 46 now 46A Muraripukur Road now called Biplabi Barin Ghosh Sarani and the Hon'ble High Court at Calcutta by its order dated 13th May, 1981 in Matter No. 41 of 1974 directed the said Administrator Pallav Kumar Banerji, interalia to sell the said portion of the said premises No. 46 now 46A Muraripukur Road now called Biplabi Barin Ghosh Sarani to the said M/s. Mitra Bhattacharjee & Associates for consideration and on terms and conditions mentioned in the said order

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Calcutta**

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dated 13th May, 1981 AND WHEREAS the said Administrator Pallav Kumar Banarji in due compliance of the said order dated 13th May, 1981 in the year 1983 by executing several deeds of sale sold and transferred the said demarcated land area of 9 Bighas and 10 Cottahs to the said M/s. Mitra Bhattacharjee & associates and/ or their lawful nominees on receipt of agreed consideration and got those deeds of sale duly registered in the office of the Registrar of Assurances Calcutta AND WHEREAS after such sale of the land and structures thereupon the said area of 9 Bighas and 10 Cottahs has been mutated by way of separation and division in the records of the Calcutta Municipal Corporation and has been numbered as premises No. 46 C. Biplabi Barin Ghosh Sarani AND WHEREAS the remaining area of 1 Bigha 6 Cottahs and 36 Square Feet (by actual measurement now having an area of 1 Bigha 4 Cottahs 10 Chittaks and 22 Square Feet) is now left to the said Estate of Birendra Kumar Sett since deceased and was being administered by said Administrator Pallav Kumar Banerji AND WHEREAS the said land area of 9 Bighas 8 Cottahs 5 Chittaks and 14 Square Feet awarded under the said award of Mr. C. K. Sarkar to the legatees of the last will and testament of Purna Chandra Sett deceased is now owned and possessed by the Purchaser herein by virtue of outright purchase from Kajal Sett wife of Deb Kumar Sett, deceased, Ipsita Banerjee (*nee* Sett) and Nandini Sett both daughters of Deb Kumar Sett, deceased all being the only legal heiresses of the said Deb Kumar Sett deceased by the process of bequeth, partition and/or inheritance and the said land area of 8 Bighas 2 Cottahs 10 Chittaks and 26 Square Feet awarded under the said award of Mr. C. K. Sarkar to the heirs of Pannalal Sett is now solely possessed and owned by Samiran Sett son of Pravangshu Sett deceased by way of bequeth partition

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and/or inheritance and these two demarcated plots of land along with the said land area of 1 Bigha 4 Cottahs 10 Chittaks and 22 Square Feet now actually belonging to the Estate of Birendra Kumar Sett since deceased were collectively numbered and still numbered as 46A, Biplabi Barin Ghosh Sarani by the Calcutta Municipal Corporation AND WHEREAS the said Sukumar Sett a Bengali Hindu died intestate on the 14th October, 1990 leaving him surviving his widow Sunila Sett, his only son Sumit Kumar Sett and his only married daughter Sraboni Sen (*nee* Sett) as his only legal heir and heiresses and legal representatives claiming equally under the provisions of the Hindu Succession Act, 1956 to all the estate left by the said Sukumar Sett including the undivided one sixth share in the property belonging to the Estate of Birendra Kumar Sett deceased as part of the said premises No. 46 now 46A Murari Pukur Road now called Biplabi Barin Ghosh Sarani AND WHEREAS by a deed of gift dated 28th August, 1992 executed jointly by the said Sumit Kumar Sett and Sraboni Sen and duly registered in the office of the Registrar of Assurances Calcutta and recorded therein in Book No. 1, Volume No. 501 at Pages 469 to 480 Being No. 17882 for the year 1992 the said Sumit Kumar Sett and Sraboni Sen transferred by way of gift of their respective rights titles and interests in the estate of the said Sukumar Sett since deceased including their respective one third shares in the said one sixth part of the remaining land belonging to the Estate of Birendra Kumar Sett deceased comprised in the said premises No. 46A Biplabi Barin Ghosh Sarani AND WHEREAS the said Sunila Sett thus by way of inheritance and by way of gift by her aforesaid <sup>son and daughter</sup> children Sumit Kumat Sett and Sraboni Sen became interalia seized and possessed of or otherwise well and sufficiently entitled to as absolute owner in possession in respect of all that the undivided one sixth share or interest in the said land of

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**Registrar of Assurances**  
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about 1 Bigha 4 Cottahs 10 Chittaks and 26 Square Feet by actual measurement being part of and comprised in the said premises No 46A, Biplabi Barin Ghosh Sarani and the said Sunila Sett by executing a deed of Family Trust and Settlement dated 10th September, 1992 and registered in the office of the Registrar of Assurances, Calcutta and recorded therein in Book No. 1 Volume No. 536 Pages 380 to 399 Being No. 18184 for the year 1992 created a trust known and named as SUNILA SETT TRUST being the Confirming Party No.-2(c) herein for the benefit of the members of her family and further appointed herself and her only son the said Sumit Kumar Sett as the joint trustees of the said Trust and further transferred all her immovale properties including her said undivided one sixth share or interest in the said land area of 1 Bighas 4 Cottahs 10 Chittaks and 22 Square feet by actual measurement in the said premises No. 46A, Biplabi Barin Ghosh Sarani and belonging to the Estate of Birendra Kumar Sett deceased in favour of the said Trust AND WHEREAS the said Pallav Kumar Banerji as the sole Administrator to the Estate of Birendra Kumar Sett deceased with the said Supriya Kumar Sett, Susanta Sett, Sunila Sett Trust and Bibhabati Dutta as the legatees and/or residual legatees and/or beneficiaries of the last will and testament dated 19th July, 1965 of the said Birendra Kumar Sett deceased was administering the residual area of land after sale in the manner recited heretobefore measuring 1 Bigha 4 Cottahs 10 Chittaks and 22 Square Feet more less by actual measurement now belonging to the Estate of Birendra Kumar Sett deceased and the same is now lying and situated on the southern side of the premises No. 46A, Biplabi Barin Ghosh Sarani and is a demarcated part or portion of the same and is forming a part of it and intended to be conveyed to the Purchaser or so to be under these presents and hereinafter referred to as the "SAID PREMISES",



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3. AND WHEREAS owing to the difficulties of maintaining and/or keeping the Said Premises safe from unauthorised occupants and trespassers and also for various legal necessities of the Estate of Birendra Kumar Sett deceased the legatees and/or beneficiaries and/or the residual legatees and/or beneficiaries of the Estate of Birindra Kumar Sett deceased as stated heretobefore in consultation with and with the consent of the said Pallav Kumar Banerji the then Administrator to the Estate of Birendra Kumar Sett deceased decided to make an outright and absolute sale of the Said Premises to the intending purchaser or purchasers for consideration in lawful money in India AND WHEREAS the Confirming Party No.-1 made an unconditional offer to make an outright purchase of the Said Premises free from all encumbrances and lispendences at or for a lumpsum consideration of Rs. 11,45,300/- (Rupees Eleven Lacs Forty Five Thousand and Three Hundred) only to be paid in lawful money in India to which offer the then Administrator Pallav Kumar Banerji and the said legatees and/or residual legatees being the Confirming Party No.-2 herein agreed subject however to the permission of the Honb'le High Court at Calcutta in this respect and accordingly an agreement dated 23rd September, 1995 was executed amongst the then Administrator Pallav Kumar Banerji as the vendor therein, the Confirming Party No.-1 herein as the purchaser therein and the aforesaid legatees and/or residual legatees being the Confirming Party No.-2 herein as confirming parties therein to give effect to the above transaction and the Confirming Party No.-1 herein paid a sum of Rs. 45,300/- (Rupees Forty Five Thousand and Three Hundred) only to then Administrator Pallav Kumar Banerji by an account payee cheque as earnest or by way of part payment in advance the receipt of the value of which the then Administrator Pallav Kumar Banerjee duly acknowledged AND WHEREAS



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Calcutta**



Supriya Kumar Sett and Susanta Kumar Sett two of the aforesaid residual legatees under the last will and testament dated 19th July, 1965 of Birendra Kumar Sett deceased and also being Confirming Party Nos.-2(a) and 2(b) herein applied to the Hon'ble High Court at Calcutta for permission of sale of the Said Premises to the Confirming Party <sup>No-1</sup> in terms of the said agreement dated 23 September, 1995 and the Hon'ble Mr. Justice Barin Ghosh of the Hon'ble High at Calcutta by His Lordship's order dated 2nd February, 1996 in Matter No. 41 of 1974 since renumbered as GA No. 686 of 200 (PLA No. 41 of 1974) directed interalia as follows : "(a) *The Administrator, Sri Pallav Kumar Banerjee Solicitor & Advocate of No. 6 Old Post Office Street, Calcutta - 700 001 be directed to sell the southern portion of the said premises No. 46, Murari Pukur Road now known as Biplabi Barin Ghosh Sarani, Calcutta to the said Hastings Commercial Pvt. Ltd., and/or its nominee/nominees at a price or sum of Rs. 11,45,300/- on such terms & conditions as the said Administrator may think <sup>fit</sup> and proper; (b) The Administrator be directed to execute and register several deeds of conveyance in respect of the said southern portion of premises No. 46, Murari Pukur Road now known as Biplabi Baring Ghosh Sarani, Calcutta in favour of the said Hastings Commercial Pvt. Ltd. and/or its nominee/nominees upon receipt of the balance purchase price*". AND WHEREAS the Confirming Party No.-1 herein in terms of the said order dated 2nd February, 1996 of the Hon'ble High Court at Calcutta duly named nominated and authorised the Purchaser herein as the sole nominee of the Confirming Party No.-1 herein lawfully to purchase the Said Premises from the Administrator to the Estate of Birendra Kumar Sett on payment by the Purchaser to the Administrator to the Estate of Birendra Kumar Sett the balance



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of the agreed consideration money as recited before in lawful money in India. AND WHEREAS the said Pallav Kumar Banerji the sole Administrator to the Estate of Birendra Kumar Sett while holding his such office of the Administrator died on or about 7th December 1999 AND WHEREAS on an application being made on behalf of the said legatees and/or residual legatees of the last will and testament of Birendra Kumar Sett deceased being the Confirming Party No.-2 herein Hon'ble Mr. Justice Ronojit Kumar Mitra passed an order dated 14th March, 2000 in GA. No. 686 of 2000 PLA No. 41 of 1974 as follows : *“The Court : This is an application for recording the death and accordingly amendment of the plaint. There shall be an order in terms of prayer (a) of the petition. Ms Iti Dutta is appointed as Administrator to the Estate of Birendra Kumar Sett, deceased, on the same terms of the earlier Administrator. The Administrator, shall, however be appointed without any remuneration. The Administrator shall be at liberty to take every step in administering the affairs of the Estate.”* AND WHEREAS the said Ms. Iti Dutta, the Vendor herein since after the passing of the said order dated 14th March, 2000 has assumed the charge of the office of the Administrator to the Estate of Birendra Kumar Sett deceased and informed all concerned including the Confirming Party No.-1 herein and the Purchaser herein of her such appointment and functioning AND WHEREAS the said premises No. 46A, Biplabi Barin Ghosh Sarani after sale of part of it by the said Pallav Kumar Banerji, Administrator since deceased falling in the share of the said Estate Birendra Kumar Sett since deceased to the said M/s Mitra Bhattacharjee Associates in or about 1983 the residual part of the said premises No. 46A, Biplabi Barin Ghosh Sarani made of in three defined and demarcated parts or parcels one having an area of 9 Bighas 8 Cottahs 5 Chittaks and 14



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**REGISTRAR OF ASSURANCES**  
**Calcutta**

Square Feet more or less falling under the shares of Sm. Kajal Sett and her two daughters as the successors-in-interest of the said Purna Chandra Sett (now belonging to the Purchaser herein as their successor-in-interest by virtue of purchase from the said Sm. Kajol Sett and others) of the first part, the other to the said Estate of Birendra Kumar Sett deceased of the second part having an area 1 Bigha 4 Cottahs 5 Chittaks and 14 Square Feet more or less and yet another to the said Samiran Sett as the successor-in-interest of the said Pannalal Sett of the third part having an area of 8 Bighas 2 Cottahs 10 Chittaks and 26 Square Feet more or less are held respectively by them jointly but in a clear defined and demarcated manner AND WHEREAS the said part of Premises No. 46A Biplabi Barin Ghosh Sarani now owned jointly by the said Estate of Birendra Kumar Sett since deceased with its said cosharers in a defined and demarcated manner is more fully and clearly described in the SCHEDULE written hereunder and delineated in RED borders in the map or plan annexed hereto forming a part of this document and is hereby conveyed to the Purchaser or intended so to be and hereinafter and before referred to as the "SAID PREMISES."

4. NOW THEREFORE THIS DEED OF SALE WITNESSETH that in pursuance of the aforesaid Agreement for Sale dated 23rd, September, 1995 and in pursuance of above recited order dated 2nd February, 1996 of the Hon'ble High Court at Calcutta read with the said order dated 14th March 2000 of the said Hon'ble Court and in consideration of the said sum of Rs. 45,300/- (Rupees forty five thousand and three hundred) only truly paid by the Confirming Party No.-1 on behalf of the Purchaser as earnest or advance payment in part on execution of the said Agreement for Sale dated 23rd September, 1995 and the further sum of Rs. 11.00.000/- (Rupees Eleven Lakhs



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**144. Registrar of Assurances  
Calcutta**

only) truly paid by the Purchaser to the Vendor on or before the execution of these presents in the manner fully described in the MEMO OF CONSIDERATION written hereunder making together a sum of Rs. 11.45.300 (Rupees Eleven Lakhs Fortyfive Thousand and Three Hundred) only, the receipt of the value of which the Vendor doth hereby as also by grant of the receipt written in the Memo of Consideration hereinbelow written acknowledge and of and from the same and every part thereof doth hereby releases the Purchaser and the Confirming Party No.-1 as well as the Said Premises and every part thereof, the Vendor doth hereby GRANT CONVEY and TRANSFER To and Unto the use of the Purchaser free from all encumbrances and lispences the Said Premises more clearly described in the Schedule written hereunder OR howsoever otherwise the Said Premises or any part thereof now are or heretobefore were situated tenanted butted bounded called known numbered described distinguished together with all buildings structures erections outhouses, garages stables fixtures yards court areas sewers drains paths waters watercourses passages common fences walls lights rights liberties privileges easements appendages and appurtenances whatsoever to the Said Premises or any part thereof belonging or in anywise appurteningto or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto AND ALL the estate right title interest claim and demand reversions or remainders whatsoever of the Vendor herein into or upon the Said Premises or any part thereof together with the benefits of all covenants relating to any deed pattah and muniments of title whatsoever in anyway relating to and concerning the Said Premises or any part of it and TO HAVE AND TO HOLD the Said Premises hereby granted transferred and conveyed or expressed so to be To and Unto the use of the Purchaser absolutely and for ever with the right of



*[Handwritten signature]*

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Calcutta**



inheritance along with other tenants in common of the Said Premises and the Vendor and the Confirming Party No.-2 herein doth hereby CONVENANT with the Purchaser that notwithstanding any act deed or thing by the Vendor or by any of her predecessor in office or by the Confirming Party No.-2 or their predecessor in title or ancestors done executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Premises hereby granted transferred and conveyed or expressed so to be and every part thereof for a perfect and undefeasible estate of inheritance without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and the Vendor and her predecessor -in-office or the Confirming Party No.-2 or their predecessor-in-title have not done or caused to be done anything whereby or by reasons of which the Vendor is prevented from executing these presents and notwithstanding any such act deed or thing whatsoever as aforesaid the Vendor has now in herself good right and full power and authority to grant the Said Premises hereby granted transferred and conveyed or expressed so to be To and Unto the use of the Purchaser in the manner aforesaid AND the Purchaser shall and may at all times hereafter peaceably and quietly enter possess and enjoy the Said Premises jointly with other tenants in common in the said premises No. 46A, Biplabi Barin Ghosh Sarani and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for her or from or under any of her predecessor-in-office or the ancestors of the Confirming Party No.-2 herein and that the Vendor and the Confirming Party No.-2 herein COVENANT with the Purchaser to keep the Purchaser free and clear and



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**Registrar of Assurances.**  
**Calcutta**

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freely and clearly and absolutely discharged saved harmless and indemnified against all estates and encumbrances created by the Vendor or by any of her predecessor-in office or any person or persons lawfully claiming under or in trust for the Vendor AND further the Vendor and the Confirming Party No.-2 or any one claiming for under or in trust for them and each of them from time to time and at all times hereafter at the request and costs of the Purchaser shall do acknowledge execute and perform all such acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Premises and every part thereof To and Unto the use of the Purchaser in manner aforesaid as shall or may reasonably be required AND also the Vendor and the Confirming Party No.-2 herein shall at all times hereafter at the request and costs of the Purchaser produce to the Purchaser or as the Purchaser may direct before appropriate authorities the deeds and writings evidencing the title to the Said Premises hereby granted transferred and conveyed or expressed so to be and also furnish to the Purchaser true copies of or extracts from the said deeds and writings which now are in possession of the Vendor and which may eventually come into possession of the Vendor and the Confirming Party No.-2 herein and in the meantime the Vendor and the Confirming Party No.-2 herein shall keep the same safe and unobliterated unless prevented from fire and other accidents AND FURTHER the Confirming Party No.-1 and the Confirming Party No.-2 herein CONFIRM this sale and transfer of the immovable property described more clearly in the SCHEDULE written hereunder being the Said Premises to the Purchaser on terms conditions manner and for the consideration hereinbefore mentioned and join this document as the confirming parties for more effectually conveying the Said Premises To and Unto the use of the Purchaser and also for more perfecting the same.

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**Registrar of Assurances**  
**Calcutta**

## THE SCHEDULE

(above referred to as the "Said Premises")

*W*

ALL THAT demarcated piece or parcel or plot of land containing by actual measurement an area of 1 one Bigha 4 four Cottahs 10 ten Chittaks and 22 twenty two Squate Feet be the same a little more or less together with one pucca brick built old dilapidated dwelling house, one servants' quarters hereditaments tenements boundary walls and other structures having a total covered area of 11450..... square feet more or less whatsoever lying erected and/ or built thereupon situate lying at and being the southern portion of Calcutta Municipal Corporation Premises No. 46A formerly part of No. 46 Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road) in Ward No. 14 of the Calcutta Municipal Corporation Police Station Manicktala within the Sub-Registration District of Sealdah Registration District of South 24-Parganas the boundaries whereof are more clearly shown in the Map or Plan annexed hereto and delineated therein in RED borders forming a part of this deed and butted and bounded in the manner as follows : On the NORTH by portion of Premises No. 46A Biplabi Barin Ghosh Sarani previously owned by Sm. Kajal Sett and others now by the Purchaser herein On the EAST by Premises No.46A Biplabi Barin Ghosh Sarani previously owned by Sm. Kajal Sett and others now by the Purchaser herein On the SOUTH by the Calcutta Municipal Corporation Road and On the WEST by Premises No. 46A Biplabi Barin Ghosh Sarani previously owned by Sm. Kajal Sett & Others now by the Purchaser herein.

*Sm. Kajal Sett*  
*SS. Sarani*  
B.D.



1881 Register of Assurances  
Gibson

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the Day Month and Year first abovewritten.

SIGNED SEALED & DELIVERED

at Calcutta by the said

In the presence of

*Iti Dutta*

Administratrix to the Estate of  
Birendra Kumar Sett deceased as  
appointed by the Hon'ble High Court  
at Calcutta.

WITNESSES

VENDOR

1. *Chandi Bera*

Name CHANDI BERA

Address Flat No T/7  
25/3, Raja Manendra Road  
Calcutta - 700037

2. *Subrata Roy*

Name SUBRATA ROY

Address 38, S. P. Sasaki  
Col - 17.

SIGNED SEALED CONFIRMED & DELIVERED

at Calcutta by the said

In the presence of

**FDR HASTINGS COMMERCIAL (P) LTD**

*Jain*  
Director.  
*Shanti Lal Bhanushali*

CONFIRMING PARTY NO.-1

WITNESSES

1. *Chandi Bera*

Name

Address

2. *Subrata Roy*

Name

Address



**Registrar of Assurances -  
Calcutta**



MEMO OF CONSIDERATION

RECEIVED from the withinnamed Purchaser the withinmentioned sum of Rs. 11.45.300/- (Rupees: Eleven Lakhs Fortyfive Thousand & Three Hundred) only as per MEMO below :

MEMO

1. By Account Payee Cheque No. 661958 dated 23.09.1995 drawn on Grindlays Bank, 6, Church Lane, Calcutta Branch by the Confirming Party No.-1 in favour of Pallav Kumar Banerji, the then Administrator to the Estate of Birendra Kumar Sett, deceased for Rs. 45,300/- as earnest money..... Rs. 45,300/-
2. By cash on diverse dates in RBI currency notes Rs. 4,00,000/-
3. By Account Payee Bank Draft No. S.S.S.A.O.A Dated 1st. March 2002 issued by Standard Chartered Grindlays Bank <sup>total</sup> branch, Calcutta in favour of the Vendor herein Rs. 7,00,000/-

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**Total Rs. 11,45,300/-**

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(Rupees Eleven Lacs Forty Five Thousand and Three Hundred only)

*Iti Dutta.*

**Administratrix to the Estate of Birendra Kumar Sett deceased as appointed by the Hon'ble High Court at Calcutta.**

**Vendor.**

WITNESSES

1. *Shoude' Bera*

2. *Subrata Roy.*

Draft prepared by me

*Partha Pratim De*

Advocate, High Court, Calcutta

Enrolment No. NB/170/1997

Registered in the  
BOOK No. \_\_\_\_\_  
Volume No. \_\_\_\_\_  
Pages \_\_\_\_\_  
Being No. \_\_\_\_\_  
of the year \_\_\_\_\_

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Calcutta



✓

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Calcutta

SIGNED SEALED CONFIRMED & DELIVERED

at Calcutta by the said

1. *Supriyakumarsett.*

2. *Susanta Sett.*

3. **For SUNILA SETT TRUST**  
*Sunila Sett.*  
*Susantkumar Sett.*  
**Trustees**

4. *Bibhabati Datta*

In the presence of

WITNESSES

1. *Chandi Bera*

Name CHANDI BERA

Address *FLAT NO T/7,*  
*25/3 Raja Manindra Road*  
*Calcutta 700037*

SIGNED SEALED & ACCEPTED

at Calcutta by the said

In the presence of

WITNESSES

1. *Chandi Bera*

Name

Address

CONFIRMING PARTY NO.-2

*Subrata Roy.*

2.

Name

Address

**For Swastik Projects Pvt. Ltd.**

*K C. Kumar*  
**Director**

(KIRON CHAND. LUNAWAT)

PURCHASER

2. *Subrata Roy.*

Name

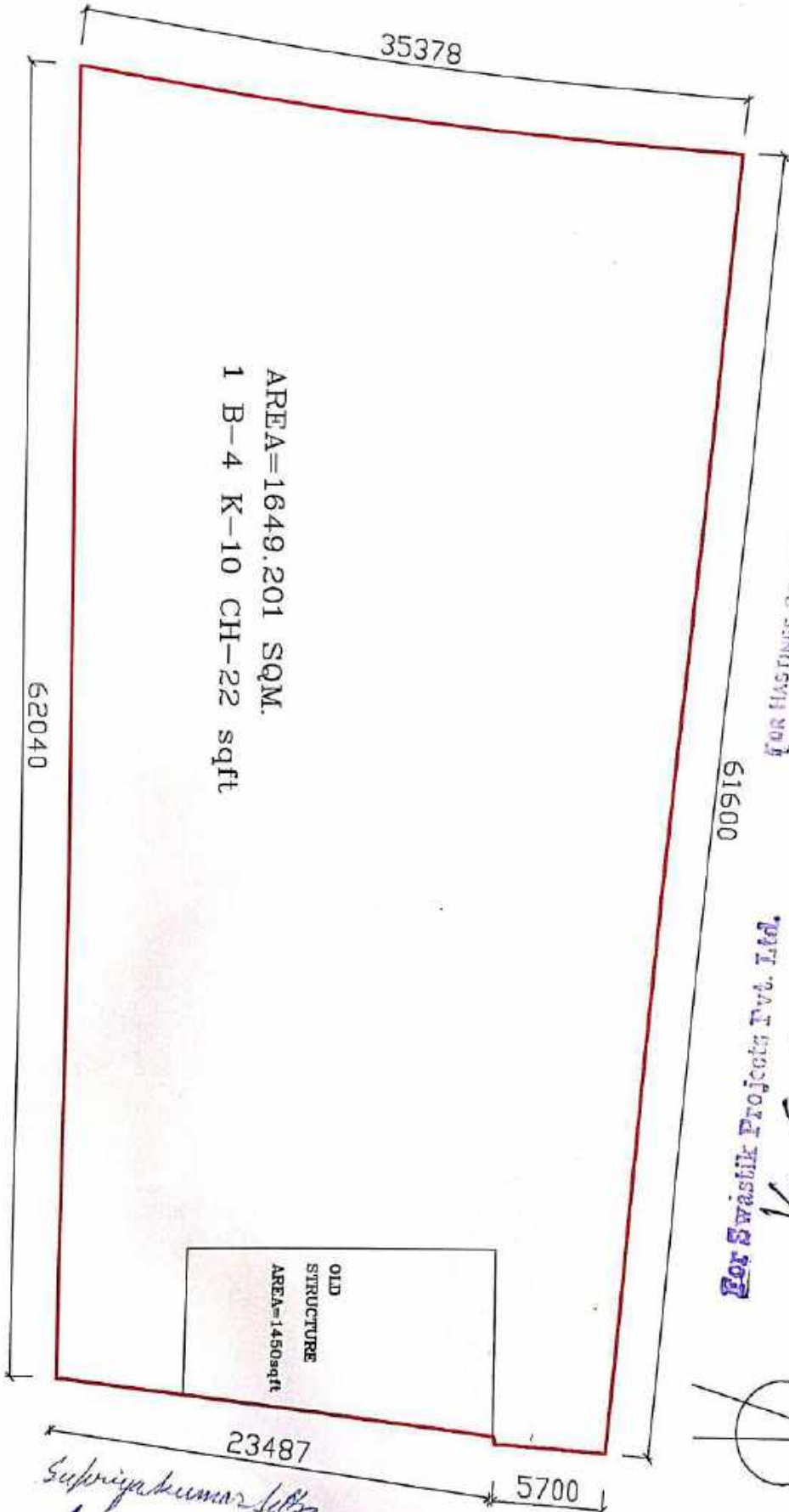
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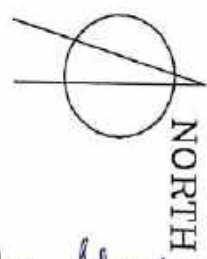
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**Addl. Registrar of Assurances -  
Calcutta**

PREMISES NO- 46A, BIPLABI BARIN GHOSH SARANI. SCALE- 1:300

10000 WIDE ROAD



AREA=1649.201 SQM.  
1 B-4 K-10 CH-22 sqft



For Swastik Projects Pvt. Ltd.

61600

FOR HASTINGS CONTRACT (P) LTD  
*Shanti Lal Sharma*  
Director

*K. C. M. Sanyal*  
Director

*Supriya Kumar Saha*  
*Saranta Saha*  
For SUNDIA SETT TRUST  
*Smila Saha*  
*Sunita Saha*  
Trustees  
*S. Bibhabati Das*

*Iti Dutta Advocate*  
Administratrix to the Estate of  
Birendra Kumar Sett deceased  
as appointed by the Hon'ble  
High Court at Calcutta.

REGD IN  
NO. I  
PAGE 1 to 26  
SERIAL NO. 03307  
DATE 2006

DATED THE 5th DAY OF MARCH 2002

DEED OF SALE

BETWEEN

ITI DUTTA, ADVOCATE

ADMINISTRATRIX TO THE

ESTATE OF

BIRENDRA KUMAR SETT DECEASED

VENDOR

A-N-D

M/S SWASTIK PROJECTS PRIVATE LIMITED

PURCHASER

A-N-D

M/S HASTINGS COMMERCIAL PRIVATE

LIMITED

CONFIRMING PARTY NO.-1

AND

SUPRIYA KUMAR SETT & ORS.

CONFIRMING PARTY NO.-2

IN RE: 46A, BIPLABI BARIN GHOSH SARANI (PART)

CALCUTTA

Addl Registrar of Assurances,  
Calcutta

ADVOCATE, HIGH COURT, CALCUTTA



15/03/06  
Addl Registrar of Assurances,  
Calcutta

Seemed  
15/03/06

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