STAMP AFFIXED BY 2002 bels outsides and a Ulifan Sherion Lada too CALOUTTA COLLECTORATI To Vel - or the M. V. Determined by t sad Payment b Delina emand of the ap Duty Collector/D I.G.R. Range. may be determined by the Rs. 1, 17, 06 252 pliegios Vide No. 4.02 1 AYL Galgutta Pollott W. 100 of 2212296 unexquently remined by made this -15 1k INDENTURE January Two Phousand and Two BETWEEN SMT KAJAL SETT Sett, residing at MUKUT, Kumar 22A, Mandeville Gardens, Calcutta - 700 019 hereinafter referred to as the "Vendor" (which term of expression shall be deemed to mean and include unless excluded by or repugnant to the subject or context her heirs executors, administrators, representatives and assigns)

be Calcutta Registration Office

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Addi, Registrar of Assurances-1

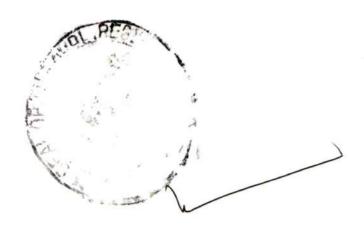
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Calcutta 15.1.200



the One Part: AND M\S SWASTIK PROJECTS PRIVATE LIMITED a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 33, Shakespeare Sarani, Kolkata - 700 047 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:



Addl. Registrar of Assurances-1

WHEREAS :

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 interest in the larger premises, amongst others, 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.



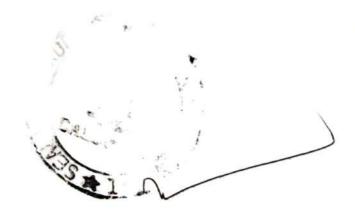
Add, Registrar of Assurances-I

E Said Nalini Nath Sett died testate in 1928 devising and bequeathing his undivided one-third share or interest in the larger premises 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 a Hindu and intestate in the year 1910 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 Seth 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 submitted to the Joint Arbitration of Sri C. K. Sarkar (since



Registrar of Assurance-1

deceased) and Sri Benode Behari Dass (since deceased) to effect a family partition by metes and bounds.

- I Said Benode Behari Dass in course of the 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 arbitrator.
- Hearing the disputes the said Sri C K Sarkar 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, said Dhirendra Kumar Sett and said 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 bor-

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Add. Registrar of Assurances-L

dered thereon in Red colour.

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 mentioned 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 colour.

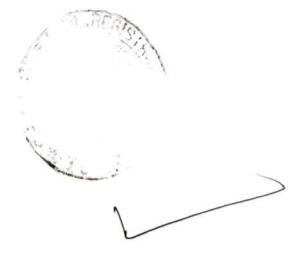
M Said Provangshu Kumar Sett, said Himasngshu Kumar Sett and said Sudhangshu Kumar Sett the heirs of the said Panna Lal Sett deceased were jointly awarded, inter alia, the demarcated land measuring an area of 8 bighas 2 cottahs and 10 Chittacks 26 square feet be a little more or less in the then Calcutta 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 30.9.1951. and delineated in the map or plan annexed thereto and bordered thereon in Yellow colour.

In the manner recited hereinabove said Promode Kumar Sett and said Probhat Kumar Sett since deceased were jointly seized and possessed of or otherwise sufficiently entitled to ALL THAT piece and

Add. Registrar of Assurances-1 Calcutta

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 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.

0 Said Probhat Kumar Sett by a Deed of Declaration 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 there 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...



Addi. Registrar of Assurances-T

- 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 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.
- By a Deed of Settlement executed on 18th 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) upon trust, upon and subject to the trust provisions contained therein and said Deb Kumar Sett was the ultimate beneficiary thereof.





Eddi. Registrar of Assurances-1

- S It was directed, inter alia, in the said 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.
- 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.



Registrar of Assurances-1

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 (the Vendor herein) and his two daughters namely Smt Nandini Sett and Smt Ipsita Banerjee (nee Sett) as his only legal heirs.

W The Vendor herein and said Smt Nandini Sett and said Smt Ipsita Banerjee became jointly seized and possessed of and otherwise sufficiently entitled to the said property as absolute owner thereof in undivided one third equal shares.

Х. On 15th January 2001, said Nandini Sett, said Kajal Sett, the Vendor herein and said Ipsita Banerjee orally effected a partial partition of the said property in by mutual agreement in respect of 5(five) bighas 10 (ten) cottahs 11 (eleven) chittacks and 18 (eighteen) sq ft of land with building structures tenement and hereditaments thereon morefully and particularly mentioned and described in Schedule B hereunder written and delineated in the map or planannexed hereto and bordered thereon in Blue colour being a portion of the property mentioned and described in Schedule A hereunder written whereby said Nandini Sett was allotted 1 bigha 16 Cottahs 14 Chittacks and 21 ft of land with building structures tenement and hereditaments thereon 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

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Registrar of Assurances-I

Sett, the Vendor herein was allotted 1 bigha 16 Cottahs 14 Chittacks and 21 sq ft of land with building structures tenement and hereditaments thereon demarcated in the map or plan annexed hereto as Lot AA and hereinafter referred to as the "said portion" to her absolute ownership and enjoyment in exclusion of other co-owners AND said Ipsita Banerjee was allotted 1 bigha 16 Cottahs 14 Chittacks and 21 sq ft of land with building structures tenement and hereditaments thereon demarcated in the map or plan annexed hereto as Lot BB to her absolute ownership and enjoyment in exclusion of other co-owners

- Y. The Vendor is thus seized and possessed of or otherwise sufficiently entitled to All That 1 bigha 16 Cottahs 14 Chittacks and 21 sq ft of land with building structures tenement and hereditaments thereon morefully and particularly mentioned and described in Schedule C hereunder written delineated in the map or plan annexed hereto and bordered thereon in Red colour and hereinafter referred to as the "said portion" free from all encumbrances lease lien lispendens mortgages charges and other defects in title whatsoever but subject to the existing tenantsand other occupiers occupying a part of the said portion.
- The Purchaser approached the Vendor to purchase the said portion being All That 1 bigha 16 Cottahs 14 Chittacks and 21 sq ft of land with building structures messuage tenement and hereditaments thereon



Addl. Registrar of Assurances-1

NOW THIS DEED WITNESSETH that in consideration of the sum of Rs. 10,50,952/- (Rupees ten lacs fifty thousand and nine hundred and fifty two only)paid as earnest money and in part payment of the consideration money and the balance sum of Rs 6,32,381/- (Rupees six lacs and thirty two thousand three hundered and eighty one) only paid on or before the execution of these presents making together with the sum of Rs. 16,83,333/- (Rupees sixteen lacs eighty three thousand three hundred and thirty three only) 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 in the said portion measuring 1 bigha 16 Cottahs 14 Chittacks and 21 sq ft a little more or less with structure sheds buildings built and erect 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 red colour free from all encumbrances attachments, lease, liens, lispendens, charge, mortgages or other defects in title whatsoever TOGETHER WITH proportionate rights in the common passage in the 14 cottahs 6 chittacks and



Madi Registrar of Assurances.

23 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 lights 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 and reversions, remainder and remainders, rents issues and profits thereof and every part thereof or HOWSOEVER OR OTHERWISE the said portion now or heretofore were or 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 production of all deeds pattahs muniments writings 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 TO HOLD the same and every part thereof hereby granted sold transferred conveyed assigned and assured or expressed or intended so to be unto and to use of the Purchaser absolutely and forever freed the discharged from or otherwise by the Vendor well and

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Radi Registrar of Assurances-1

and sufficiently indemnified of and against all encumbrances, 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 deed 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 save kept harmless and indemnified of from and against all manner of claims, charges, liens, 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 whatso-

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Madi. Registrar of Assurances-1

ever 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 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 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 thereof AND there is no arrears 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 an 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

Registrar of Assurances I

Sarani,) commonly known as "Panchabati Villa", within the Municipal limits of the Calcutta Municipal Corporation all within Police Station Manicktalla, sub-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 bordered 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 sienna in the said map or plan.

ON THE WEST

By Murari Pukur road.

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Registrar of Ass :rances-7

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) square feet be the same a little more or less Together With the rights in the common passage measuring about 14 (fourteen) Cottahs 6 (six) Chittacks and 23 (twenty three) square feet 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 - Manicktol-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, Biplabi Barin Ghosh Sarani

owned by Sri Samiran Kumar Sett

and partly by the common passage.ON

THE SOUTH

By portion of Premises No 46A,

Biplabi Barin Ghosh Sarani, owned

by Sri Susanta Sett & others.

ON THE EAST By portion of Premises No 46A,



Add. Registrar of Asqurances-1

Biplabi Barin Ghosh Sarani

Calcutta owned by the Vendor along
jointly with the other co-owners.

By Murari Pukur Road, Calcutta.

ON THE WEST

SCHEDULE C ABOVE REFERRED TO

All That the entire right itle and interest (one) bigha 16 (sixteen) Cottah 14 (fourteen)Chittack and 21 (twenty one) sq ft be the same same a little more or less together with pucca brick built outhouse, servants' quarters hereditaments, tenements dwelling houses, boundary walls and other structures whatsoever lying built or erect thereon situate and lying at and being part of Municipal Premises No Biplabi Barin Ghosh Sarani, Calcutta - 700 032 morefully and particularly mentioned and described in Schedule B hereinabove written and delineated in the map or plan annexed hereto and bordered thereon in Red colour and butted and bounded in the following manner, that is to say,

On the North : By common passage.

On the South: By portion owned by Ipsita Banerjee

On the East: The portion jointly owned by the Vendor

with other co-owners.

On the West: By the portion owned by Ipsita Banerjee.

BASE Supported of the contract

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

SIGNED SEALED AND DELIVERED

at Kolkata in presence of:

1913 A. M. muciel. Koose.

col-28,

2 AMITESH BANERJEE 19B, Premath Mallick Rd Calcula 700 026

SIGNED SEALED AND DELIVERED

by the Purchaser abovenamed

at Kolkata in presence of:

Shanti Bhansali 33 S.P. Salani, Kulkats-710017

Angari settis 131A, R.B. Areno Kelkelz - 19

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Niloy Sengups.
Adv.
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Add. Registrar of Ass rances-?

MEMO OF CONSIDERATION

Received a sum of Rs 16,83,333/- (Rupees sixteen lacs eighty-three thousand three hundred and thirty-three only) by the within named Vendor from the within named Purchasers 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
١.	20-05-1995	cheanes	3,33,332/=
2.	04-02-1999	-00-	2,00,000/=
3.	06-03-1999	—Do—	4,00,000/=
4.	11-12-2001	-Do-	95,748/-
5.	12-01-2002	_Do-	21,874-
6.	15-01-2002	-D 0-	6,32,3811-

Total

Rs 16,83,333/-

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

VENDOR

WITNESSES

Q N.C. Beneroe.

2) Anist Baujeo

