f 06779

10485

SPECIAL ADHESIVE

MRV = Rs 44209091-

90120

21.3.06

STAMP AFFIXED BY

22/6/05

STATE SUPERINTENDENT
KOLKATA COLLECTORATE

SEAL 1

Admissible under Arts 21, duly stamped under the Indian Stamp Act, 1899 and also as amended by W. Bengal Stamp Amendment Act 1988. Schedule 1A No 23+5(d) Fee Paid as under :-

Certified that the instrument has been registered Subject to determination of Addl. Collector II / Sub Registrar I of Serampore 17 A of the Market Value of the Property is Rs. and the amount of Stamp Duty payable on the same may be determined by the Collector.

Samiran Kumar Sett

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

19.7.06

M. V. Determined by
Collector/D.I.G.R. Range.
Rs. 28,30,939/-
Vide No 269 dt. 9.6.06

Sale Agr 9,00000

A - 9889
E 7
G - 55
25
4
9980

Burra Bazar (0750)
Cheque No 949746
Dt 17/7/06
Rs 1,92,985/-
Has been added to default Stamp Bank

21241

55
21/6

Rs 90,127/-

THIS INDENTURE made this 24th day of June Two Thousand and Five **BETWEEN SAMIRAN KUMAR SETT (also known as SAMIR KUMAR SETT)**

899
899
9889

K C Lunawat

For Swastik Projects Pvt. Ltd.

K C Lunawat

Director

7310

Samiran Kumar Sett

7311

Samar Chakraborty

Advocate

Pankaj Shroff & Co. Advocate

7B. K.S. Roy Road

Kolkata

12-25 P.M.

Registration Office

24th day of June 2005

by K.C. Lunawat one of the Executants

24.6.05

Execution is admitted by ① K.C. Lunawat as Director for M/s Swastik Projects Pvt. Ltd. office at 12 Shakespeare Sarani Kol-17. & ② Samiran Kumar Sett S/o Late Provangshu Kumar Sett of BE-403 Sector-I Salt Lake city Kolkata-700064.

Identified by Samar Chakraborty, Advocate Pankaj Shroff & Co. Advocates 7B. K.S. Roy Road. Kolkata

24.6.05

son of Provangshu Kumar Sett, deceased, residing at BE-403, Sector-I, Salt Lake City, Kolkata–700064 hereinafter referred to as "the **VENDOR**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs executors administrator and legal representatives) of the **ONE PART AND SWASTIK PROJECTS PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 having its Registered Office at 12 Shakespeare Sarani, Kolkata-700017 hereinafter referred to as "the **PURCHASER"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) of the **OTHER PART**:

WHEREAS:

A. One Madhab Krishna Sett was the sole and absolute owner, amongst other properties, **ALL THAT** pieces and parcels of land with buildings and appurtenances situate lying at and being Premises No. 46 Murari Pukur Road, Kolkata hereinafter referred to as "the **MOTHER PREMISES**".

B. The said Madhab Krishna Sett who was a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law, died intestate, in the year 1879, leaving him surviving his three sons namely Purna Chandra Sett, Nalini Nath Sett and Panna Lal Sett as his only heirs and legal representatives who all upon his death inherited and became entitled to the said Mother Premises in equal one-third undivided shares.

C. All the said three sons of Madhab Krishna Sett who were all Hindus during their lifetime and at the time of their death and governed by the Dayabhaga School of Hindu law, died from time to time leaving heirs and legal representatives as under:

(a) Panna Lal Sett died in the year 1910 leaving him surviving his three sons Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett as his sole heirs and legal representatives who all upon his death inherited and became entitled to his one-third undivided share in the Mother Premises .

(b) Nalini Nath Sett died in the year 1928 after making and publishing his Last Will and Testament whereby and whereunder he gave devised and bequeathed his one-third undivided share in the Mother Premises to his three sons namely Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett absolutely and forever. Probate in respect of the said Will was obtained by the Executors namely Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett.

(c) Purna Chandra died testate on 5.10.1936 after publishing his Last Will and Testament whereby said Purna Chandra Sett gave devised and bequeathed the rest and residue of his estate (which included his undivided 1/3rd share in the mother premises) unto his two sons Probhat Kumar Sett and Promode Kumar Sett in respect of the said Will was obtained by the Executors namely Pramod Kumar Sett and Prabhat Kumar Sett.

D. By an Agreement dated 8th March 1938 executed by Pramod Kumar Sett and Prabhat Kumar Sett as Executors to the estate of Purna Chandra Sett, Narendra Kumar Sett, Dhirendra Kumar Sett and Birendra Kumar Sett as Executors to the estate of Nalini Nath Sett and Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett, they all appointed Shri C.K. Sarkar (since deceased) and Shri Benode Behari Dass (since deceased) as the Joint Arbitrators to effect a family partition in respect of the several properties belonging to them (including the Mother Premises) by metes and bounds.

E. In course of the said arbitration proceedings, the said Benode Behari Dass died on 30th December 1938 whereupon the said C.K. Sarkar was by consent of all the parties made the Sole Arbitrator in the matter of effecting the said family partition.

F. The said C.K. Sarkar published his Award on 30th September 1951 which was duly registered with the Sub-Registrar Sealdah in Book I, Volume No. 53, Pages 121 to 241 Being No. 2653 for the year 1951 and by the said Award, inter alia, allotted and awarded **ALL THAT** a divided and demarcated portion measuring 8 Bighas 2 Cottahs 10 Chittacks and 26 Square Feet more or less of the Mother Premises morefully and particularly mentioned and described as Lot C in Part-III of the Second Schedule to the said Award dated 30th September 1951 and delineated in the map or plan annexed thereto and bordered thereon in Yellow colour and hereinafter referred to as "the **LARGER PREMISES**" unto and to the said Provangshu Kumar Sett, Himangshu Kumar Sett and Sudhangshu Kumar Sett absolutely and forever in equal one-third undivided shares.

G. The heirs/legal representatives of the said Purna Chandra Sett were allotted another divided and demarcated portion of the Mother Premises measuring 9 Bigahs 8 Cottahs 5 Chittacks and 14 Square Feet and the heirs/legal representatives of the said Nalini Nath Sett were allotted another divided and demarcated portion measuring 10 Bigahs 16 Cottahs 36 Square Feet out of the Larger Premises. Out of the said portion allotted to the heirs/legal representatives of Nalini Nath Sett, about 9 Bighas 10 Cottahs land was sold in or about the year 1983 and the remaining 1 Bigha 6 Cottahs

36 Square Feet portion belonging to the heirs/legal representatives of Nalini Nath Sett together with the portion measuring 9 Bighas 8 Cottahs 5 Chittacks and 14 Square Feet allotted to the heirs/legal representatives of Purna Chandra Sett and the Larger Premises were jointly assessed and numbered by the Kolkata Municipal Corporation as premises No. 46A Murari Pukur Road, Kolkata. The said Murari Pukur Road has subsequently been renamed as Biplabi Barin Ghosh Sarani ~~Road~~ by the Kolkata Municipal Corporation.

H. The said Provangshu Kumar Sett, a Hindu governed by the Dayabhaga School of Hindu Law, died on 22nd January 1951 after making and publishing his Last Will and Testament dated 2nd January 1950 whereby and whereunder he appointed his wife Smriti Sett and two brothers Himangshu Kumar Sett and Sudhangshu Kumar Sett as the Executors and Executrix and gave devised and bequeathed his properties in the manner mentioned therein.

I. By his said Will, the said Provangshu Kumar Sett, inter alia, provided that so long his son Samir Kumar Sett (the Vendor herein) does not attain 21 years of age, the Executors and Executrix named by him in his Will would remain the trustees to his estate and by his said Will he, inter alia, gave devised and bequeathed his ~~divided undivided~~ entire share in the Larger ~~Largre~~ Premises unto and to the Vendor herein absolutely and forever.

J. The said Himangshu Kumar Sett, Sudhangshu Kumar Sett and Smriti Sett as Executors and Executrix to the estate of Provangshu Kumar Sett applied for probate of the said Will of Provangshu Kumar Sett and such Probate was granted to them on 2nd June 1953 by the High Court at Calcutta in its Testamentary and Intestate Jurisdiction.

K. Prior to the death of Provangshu Kumar Sett, the Larger Premises alongwith the several other immovable properties belonging to him and his said two brothers Himangshu Kumar Sett and Sudhangshu Kumar Sett were amicably partitioned by them and the Larger Premises was allotted exclusively and absolutely to the said Provangshu Kumar Sett. Even in his said Will, the said Provangshu Kumar Sett referred to the said mutual partition. The said Himangshu Kumar Sett, Sudhangshu Kumar Sett and Smriti Sett as Executors and Executrix to the estate of Provangshu Kumar Sett and the said Himangshu Kumar Sett and Sudhangshu Kumar Sett in their individual capacities as well, executed and registered a Deed of Declaration dated 12th April 1970 and registered with the Registrar of Assurances, Calcutta in Book I, Volume No. 112, Pages 267 to 297 for the year 3559 for the year 1970 recording such amicable partition between Provangshu Kumar Sett, Himangshu Kumar Sett and

Sudhangshu Kumar Sett on and with effect from 13th February 1949 and the division of the properties (which, inter alia, included the Larger Premises) by metes and bounds and allotments made to each of them respectively. The Larger Premises in its entirety was allotted to the estate of the said Provangshu Kumar Sett then represented by the said Executors and Executrix Himangshu Kumar Sett, Sudhangshu Kumar Sett and Smriti Sett.

L. The said Himangshu Kumar Sett, Sudhangshu Kumar Sett and Smriti Sett as Executors and Executrix to the estate of Provangshu Kumar Sett assented to the legacies contained in the said Will of Provangshu Kumar Sett and by a Deed of Release dated 11th April 1977 made between the said Executors and Executrix herein therein called the Executors of the First Part, the Vendor herein therein called the Residuary Legatee of the Second Part and the said Smriti Sett alongwith the sisters of the Vendor namely Smt. Bithika Basak, Gitika Basak and Kanika Das therein referred to as the Releasors of the Third Part, released amongst others, the Larger Premises unto and to the Vendor herein (who attained the age of majority on 2nd February, 1979).

M. The Vendor has contracted with the Purchaser for sale and transfer of **ALL THAT** divided and demarcated portion measuring 6 Cottahs 4 Chittacks and 25 Square Feet more or less of the said Larger Premises morefully and particularly mentioned and described in the **SCHEDULE** hereunder written free from all encumbrances mortgages charges liens lispendens leases tenancies occupancy rights uses debutters trusts attachments acquisition requisition attachment claims demands and liabilities of whatsoever or howsoever nature and with complete vacant peaceful possession at and for a total consideration of Rs.9,00,000.00 (Rupees nine lacs) only.

I. **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs.9,00,000.00 (Rupees nine lacs) only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof forever release discharge and acquit the Purchaser and the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT** messauges tenements hereditaments structures and premises together with the piece or parcel of land or ground thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 6 Cottahs 4 Chittacks 25 Square feet more or less situate lying at and being a divided and demarcated portion of premsies No.46A Biplabi

Barin Ghosh ~~Road~~ Sarani (formerly known as 46A Muraripukur Road), Kolkata morefully and particularly mentioned and described in the **SCHEDULE** hereunder written and delineated in the plan annexed hereto duly bordered thereon in **"RED"** and hereinafter referred to as the **"SAID PREMISES" TOGETHER WITH** all and singular the edifices, fixtures, gates, courts, courtyards, compound, boundary walls on all sides, areas, sewers, drains, ways, paths, passages, fences, hedges, ditches, trees, water, water courses, lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof **AND** all estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** the benefits of covenants for production of title deeds as expressed or intended in the documents of title relating to the Larger Premises and/or otherwise available to the Purchaser as and being the owner of the said premises **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights uses debutters trusts restrictions liens lispendens attachments claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

(i) **THAT** notwithstanding any act deed matter or thing by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for him or his predecessors-in-title, done ommitted executed or knowingly permitted or suffered to the contrary, the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;

(ii) **AND THAT** the Vendor hath not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or

expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;

(iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor hath now in himself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;

(iv) **AND THAT** the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges leases tenancies occupancy rights liens attachments restrictions restrictive covenants lispendens uses debutters trusts acquisition requisition alignment prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for him or his predecessors-in-title.

(v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be 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 having or lawfully rightfully or equitably claiming as aforesaid and free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor and all person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest encumbrances mortgages charges liens leases tenancies occupancy rights attachments lispendens uses debutters trusts restrictions restrictive covenants prohibitions acquisition requisition alignment claims demands alignment and liabilities whatsoever or howsoever.

(vi) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or his predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and

things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

(vii) The Vendor, unless prevented by fire or some other irresistible force, shall upon every reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents for inspection or otherwise the title deeds in connection with the said premises and/or the Larger Premises and/or the Bigger Premises and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or xerox copies therefrom as the Purchaser may require and will in the meantime, unless prevented as aforesaid, keep the same safe, unobliterated and uncancelled.

III. AND THE VENDOR DO HEREBY DECLARE AND ASSURE THE PURCHASER THAT as far as the Vendor is aware, the said Premises or any portion thereof is not affected by any notice or scheme of alignment of the Kolkata Metropolitan Development Authority or the Kolkata Municipal Corporation or the Government or any other Public body or authorities **AND THAT** as far as the Vendor is aware the said premises or any portion thereof is not affected by any acquisition or requisition proceeding under the Land Acquisition Act or any other Act for the time being in force and that no declaration is made or published for any acquisition or requisition of or alignment on the said Premises or any portion thereof **AND THAT** the said premises hereby sold conveyed and transferred is not affected by any attachment including attachment under any Certificate Case or any proceedings against the Vendor started at the instance of the Income Tax Authorities or other Government authorities under the Public Demands Recovery Act or any other Act or otherwise whatsoever and there is no certificate case or proceeding against the Vendor for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force **AND FURTHER THAT** there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or the Calcutta Thika and Other Tenancies and Lands (Acquisition & Regulation) Act, 1981 or under the West Bengal Thika Tenancy Act, 2003 or otherwise under any other act or law for the Vendor to grant sell convey transfer assign and assure the properties benefits and rights hereby granted sold conveyed transferred assigned and assured in favour of the Purchaser in the manner.

THE SCHEDULE ABOVE REFERRED TO:
(SAID PREMISES)

ALL THAT messauges tenements hereditaments structures and premises together with the piece or parcel of land or ground thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 6 Cottahs 4 Chittacks 25 Square feet be the same a little more or less situate lying at and being a divided and demarcated portion of premises No. 46A Biplabi Barin Ghosh ~~Road~~ Sarani (formerly a portion of premises No. 46A Muraripukur Road and prior thereto a portion of premises No. 46 Muraripukur Road), Kolkata-700067 commonly known as "Panchabati Villa" within Ward No. 14 of the Kolkata Municipal Corporation under Police Station – Manicktolla in the District of South 24-Parganas and delineated in the plan annexed hereto duly bordered thereon in "**RED**" and butted and bounded as follows:

ON THE NORTH	:	By Common Passage.
ON THE SOUTH	:	By common passage.
ON THE EAST	:	By portion of the premises No. 46A Biplabi Barin Ghosh Road, Kolkata belonging to Smt. Kajal Sett & Ors.
ON THE WEST	:	By portion of the premises No. 46A Biplabi Barin Ghosh Road, Kolkata belonging to the Purchaser.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

EXECUTED AND DELIVERED by the withinnamed **VENDOR** who has also put his finger prints at Kolkata in the presence of :

Advocate

Pratik Bagaria
7B, Kiran Shankar Roy Road
Kolkata - 700001

Samiran Kumar Sett
(SAMIRAN KUMAR SETT)

(Fingerprints of the above executant)

Little	Ring	Middle	Fore	Thumb

(Left Hand)

Thumb	*Fore*	*Middle*	*Ring*	*Little*

EXECUTED AND DELIVERED by the withinnamed **PURCHASER** through its Director Mr. Kiran Chand Lunawat who has also put his finger prints at Kolkata in the presence of :

Deepak Chand Lunawat
Advocate
Parikh Shroff & Co.,
7B K. S. Roy Road,
Kolkata - 700001

Pratik Bagaria

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

(Fingerprints of the above executant)

Little	*Ring*	*Middle*	*Fore*	*Thumb*

(Left Hand)

Thumb	*Fore*	*Middle*	*Ring*	*Little*

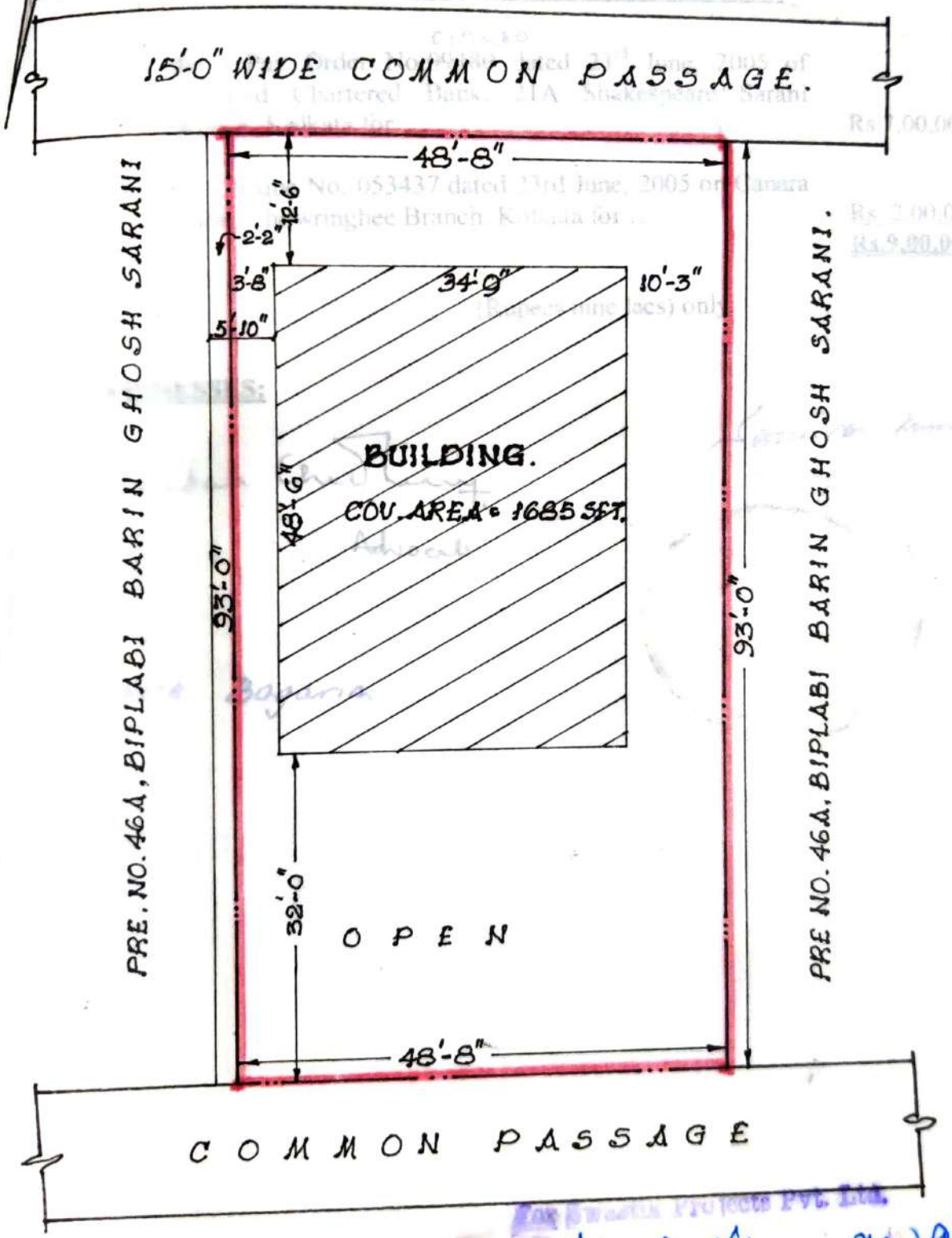
(Right Hand)

K. C. Lunawat

SITE PLAN SHOWING PORTION OF THE PREMISES NO. 46A, BIPLABI BARIN GHOSH SARANI. P.S.- MANICKTALA. KOLKATA-700 067. WARD NO. 14.

SCALE - 1" = 16'-0".

AREA OF LAND :- 6K-4 CH.- 25 SFT. (MORE OR LESS)



For Swastik Projects Pvt. Ltd.

K. C. Kumawat

Samiran Kumar Sitt

DRAWN BY:
D. C. DUTTA,
9, K.S. ROY ROAD,
KOLKATA-700 001.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs.9,00,000.00 (Rupees nine lacs) only being full consideration payable under these presents as per memo written hereinbelow.

MEMO OF CONSIDERATION

1.	By a Pay Order No. ~~09480~~ 019480 dated 23rd June, 2005 of Standard Chartered Bank, 21A Shakespeare Sarani Branch, Kolkata for …	Rs.7,00,000.00
2.	By Cheque No. 053437 dated 23rd June, 2005 on Canara Bank, Chowringhee Branch, Kolkata for …	Rs. 2,00,000.00
		Rs.9,00,000.00

(Rupees nine lacs) only.

WITNESSES:

Deepak Chowdhury
Advocate

Samiran Kumar Sett

Pratik Bagaria

REGD IN
BOOK NO I
VOLUME NO I
PAGE NO 1 to 14
DEED NO 10485
YEAR 2006

Addl. Registrar of Assurances-I
Calcutta
1/8/06

Scanned
1/8/06

ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA