



A 229930

पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

रु 101/12
MMD 6,58,000/-
4/1/12



Certified that the Document is genuine & registered. The amount of the enclosed sum is Rs. 5,000/- only.

4/1/12
Authorized Signatory
of ABAS NIBAS PVT. LTD.
05.01.12

4/12

200/-
1/-
350/-

THIS DEED OF CONVEYANCE made this 4th day of January, 2012, BETWEEN
1. SOUMITRA ROY, son of Late Sushil Kumar Roy, Indian citizen, by faith Hindu,
by occupation Retired Person, residing at Premises No.307, Gariahat Road, Jodhpur
Park Kolkata - 700 068, Police Station - Lake, South 24 Parganas, having his Income

7/1/12

OSWAL RESIDENTIAL BUILDINGS LLP

S. S. Chak
Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.





Tax PAN - ACAPR1285N, 2. SWAPNA ROY, wife of Goutam Roy, Indian citizen, by faith Hindu, by occupation Housewife, residing at Premises No. 307, Jodhpur Park Kolkata- 700 068, Police Station - Lake, South 24 Parganas, having her **Income Tax PAN - ADJPR2587B AND 3. ANISH ROY**, son of Goutam Roy, Indian citizen, by faith Hindu, by occupation Service, residing at Premises No.307, Jodhpur Park, Kolkata- 700 068, Police Station - Lake, South 24 Parganas, having his **Income Tax PAN - ALWPR0347Q**, hereinafter collectively referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and/or assigns) of the **ONE PART AND SHELTER CONCRETE PRIVATE LIMITED**, a company incorporated under the provision of the Companies Act, 1956, having its registered office at CB-63, Sector - I, Salt Lake City, Kolkata - 700 064, Police Station - Bidhannagar North, having its **Income Tax PAN - AAFCM9777J**, represented through its authorised signatory, **Rajib Ghosh**, son of Late A. K. Ghosh, by occupation service residing at D-22, Northern Park, Banskroni, Kolkata 700 070, Police Station - Regent Park, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to context be deemed to mean and include its successors-in-interest and/or assigns) of the **OTHER PART**.

WHEREAS in these presents, unless there be something contrary or repugnant to the subject or context:

- (i) The "Said Share in Said Property" shall mean and include **Undivided 1/324th (one by three hundred twenty four) share** equivalent to **0.833 (point eight three three) Cottah**, more or less, (**Said Share**) in Land measuring **270 (two hundred seventy) Cottah**, more or less, **together with** a proportionate built-up area equivalent to **480 (four hundred eighty) square feet** out of a total built-up area of **1,55,520 (one lac fifty five thousand five hundred twenty) square feet**, more or less in several dwelling houses and other residential structures standing thereon situate lying at and being Municipal Premises No.1, Rustomjee Parsee Road, Kolkata 700 002 (**Said Property**) and more fully described in **Part-1 of the Schedule** below and the Said Share in the Said



Property more fully described in the **Part-II** of the **Schedule** below (collectively **Said Share in Said Property**) together with all easement rights and all other rights, appurtenances and inheritances for access and user of the **Said Share in Said Property**.

AND WHEREAS at all material times one Gopal Lal Sett was the absolute owner of the **Said Property** free from all encumbrances whatsoever.

AND WHEREAS the said Gopal Lal Sett while being seized and possessed of the said property as an absolute owner thereof died intestate on 20th January, 1913 leaving behind him surviving at the time of his death his nine sons namely Sasendra Chandra Sett, since deceased, Nagendra Chandra Sett, since deceased, Ganendra Chandra Sett, since deceased, Phanindra Chandra Sett, since deceased, Ramendra Chandra Sett, since deceased, Sallendra Chandra Sett, since deceased, Rabindra Chandra Sett, since deceased, Manindra Chandra Sett, since deceased and Harendra Chandra Sett, since deceased, as his only heirs and legal representatives who duly inherited the said property left by their father the said Gopal Lal Sett each having undivided 1/9th share therein.

AND WHEREAS the said Rabindra Chandra Sett, a Hindu governed by the Dayabhaga school of Hindu law, while being seized and possessed of the said 1/9th Share in the said property as an absolute owner sold, conveyed and transferred his said Share to Upendra Nath Ghosh, Purchaser therein, by a Bengali Deed of Sale dated 17.07.1944, duly registered with the office of the Sub-Registrar at Sealdah, in Book No. 1, Volume No.33, Pages 234 to 246, being No. 1290 for the year 1944, free from all encumbrances and for the consideration mentioned therein.

AND WHEREAS the said Upendra Nath Ghosh, a Hindu governed by the Dayabhaga school of Hindu law, while being seized and possessed of the said share in the said property as an absolute owner died intestate on 16th August, 1953, before coming into force of the Hindu Succession Act, 1956, leaving behind him surviving at the time of his death his widow Saroj Bala Ghosh, since deceased, two sons namely



Sudhindra Nath Ghosh, since deceased, and Dharendra Nath Ghosh, since deceased, as his legal heirs and representatives who jointly inherited the said share in the said property and became the absolute joint owners thereof each owning undivided $1/27^{\text{th}}$ share in the said property.

AND WHEREAS the said Saroj Bala Ghosh while being seized and possessed of her undivided $1/27^{\text{th}}$ share in said property died intestate on 25th October, 1974 leaving behind her surviving at the time of her death her said two sons namely Sudhindra Nath Ghosh, since deceased, and Dharendra Nath Ghosh, since deceased and six daughters namely Aaha Lata Roy, since deceased, Biva Chaudhuri, since deceased, Iva Roy, since deceased, Reba Roy, Dipti Ray, since deceased and Ila Bose, since deceased as her only legal heirs and representatives who jointly inherited the undivided $1/27^{\text{th}}$ share of the said Saroj Bala Ghosh in said property and became the absolute joint owners thereof each owning undivided $1/216^{\text{th}}$ share in the said property.

AND WHEREAS thus the said Sudhindra Nath Ghosh, since deceased, and Dharendra Nath Ghosh, since deceased after the death of their parents namely Upendra Nath Ghosh and Saroj Bala Ghosh, inherited and became the absolute joint owners each owning undivided $1/24^{\text{th}}$ share in the said property.

AND WHEREAS the said Sudhindra Nath Ghosh died intestate on 17th November, 1994, leaving behind him surviving at the time of his death his widow Milly Ghosh, since deceased, only son namely Santanu Ghosh and two daughters namely Debamitra Das, and Anamitra Ghose, as his legal heirs and representatives who jointly inherited the said share in the said property and became the absolute joint owners thereof each owning undivided $1/96^{\text{th}}$ share in the said property.

AND WHEREAS the said Milly Ghosh, while being seized and possessed of her undivided $1/96^{\text{th}}$ share in said property died intestate on 22nd March, 2004 leaving behind her surviving at the time of her death her said only son namely Santanu Ghosh and two daughters namely Devamitra Das, and Anamitra Ghose, as her only legal



heirs and representatives who jointly inherited the undivided $1/96^{\text{th}}$ share of the said Milly Ghosh in said property and became the absolute joint owners thereof each owning undivided $1/72^{\text{th}}$ share in the said property.

AND WHEREAS the said Dharendra Nath Ghosh died intestate on 29th October, 1999, leaving behind him surviving at the time of his death his widow Khela Ghosh, since deceased, only son namely Dipankar Ghosh and two daughters namely Srilekha Raha, and Sreeparna Chaudhuri as his legal heirs and representatives who jointly inherited the said share in the said property and became the absolute joint owners thereof each owning undivided $1/96^{\text{th}}$ share in the said property.

AND WHEREAS the said Khela Ghosh, while being seized and possessed of her undivided $1/96^{\text{th}}$ share in said property died intestate on 28th August, 2008 leaving behind her surviving at the time of her death her said only son namely Dipankar Ghosh and two daughters namely Srilekha Raha, and Sreeparna Chaudhuri, as her only legal heirs and representatives who jointly inherited the undivided $1/96^{\text{th}}$ share of the said Khela Ghosh in said property and became the absolute joint owners thereof each owning undivided $1/72^{\text{th}}$ share in the said property.

AND WHEREAS the said Asha Lata Roy, while being seized and possessed of her undivided $1/216^{\text{th}}$ share in said property died intestate on 11th November, 1977, leaving behind her surviving at the time of her death her husband Tarani Kumar Roy, since deceased and only son namely Arun Kumar Roy as her legal heirs and representatives who jointly inherited the said share in the said property and became the absolute joint owners thereof each owning undivided $1/432^{\text{th}}$ share in the said property.

AND WHEREAS the said Tarani Kumar Roy died on 23rd February, 1983 after having duly made and published his last Will and Testament dated 16th February, 1983 whereby and whereunder he bequeathed his estate including his share i.e. $1/432^{\text{th}}$ Share in the said property to his daughter-in-law, Rajyasree Roy and appointed her as an executrix to his said Will.



AND WHEREAS on or about 2nd March, 1991, the probate in respect of the said last Will and Testament dated 16th February, 1983 of Tarini Kumar Roy was duly granted by the Learned District Delegate at Alipore in Probate Case No.224 of 1983 in favour of Rajyasree Roy.

AND WHEREAS the said Biva Chaudhuri died intestate on 26th September, 1967 leaving behind her surviving at the time of her death her only son Biswanath Chaudhuri became the absolute owner of the share of Biva Chaudhuri in the Said Property, thereof owning undivided 1/216th share in the said property.

AND WHEREAS the said Iva Roy while being seized and possessed of her undivided 1/216th share in the said property died intestate on 25th April, 2004 leaving behind her surviving at the time of her death her two sons namely Goutam Roy, since deceased and Seumitra Roy (the Vendor No. 1 herein) and only daughter namely Ajita Roy as her only heirs and legal representatives who duly inherited the said undivided 1/216th share of Iva Roy in the said property each having undivided 1/648th share therein.

AND WHEREAS the said Goutam Roy died intestate on 22nd August, 1997 leaving behind his surviving at the time of his death his wife Swapna Roy (the Vendor No. 2 herein) and only son namely Anish Roy (the Vendor No. 3 herein) as his legal heirs and representatives who jointly inherited the said share in the said property and became the absolute joint owners thereof each owning undivided 1/1296th share in the said property.

AND WHEREAS the said Dipti Ray while being seized and possessed of her undivided 1/216th share in the said property died intestate on 9th October, 2006 leaving behind her surviving at the time of her death her only daughter Anuradha Dutta as her only heir and legal representative who duly inherited the said undivided 1/216th share of Dipti Roy in the said property.



AND WHEREAS the said Ila Bose while being seized and possessed of her undivided $1/216^{\text{th}}$ share in the said property died intestate on 14th October, 2010 leaving behind her surviving at the time of her death her only son Aniruddha Bose as her only heir and legal representative who duly inherited the said undivided $1/216^{\text{th}}$ share of Ila Bose in the said property.

AND WHEREAS in the circumstances recited hereinabove, the Vendors herein and others jointly are entitled to undivided $1/9^{\text{th}}$ share in the said property i.e. the Said Share In Said Property having their respective share in the manner as follows:

<u>Name of the present share holders</u>	<u>Undivided Share in the Said Property</u>
Reba Roy	$1/216^{\text{th}}$
Santanu Ghosh	$1/72^{\text{th}}$
Devamitra Das	$1/72^{\text{th}}$
Anamitra Ghose	$1/72^{\text{th}}$
Dipankar Ghosh	$1/72^{\text{th}}$
Srilekha Raha	$1/72^{\text{th}}$
Sreeparna Chaudhuri	$1/72^{\text{th}}$
Arun Kumar Roy	$1/432^{\text{th}}$
Rajyasree Roy	$1/432^{\text{th}}$
Biswanath Chaudhuri	$1/216^{\text{th}}$
Ajita Roy	$1/648^{\text{th}}$
Soumitra Roy (Vendor No.1)	$1/648^{\text{th}}$
Anuradha Dutta	$1/216^{\text{th}}$
Aniruddha Bose	$1/216^{\text{th}}$
Swapna Roy (Vendor No.2)	$1/1296^{\text{th}}$



Anish Roy (Vendor No.3)	1/1296 th
Total:	1/9th

AND WHEREAS the Vendors herein are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the undivided 1/324th Share i.e. the Said Share In Said Property free from all encumbrances whatsoever.

AND WHEREAS the existing buildings and structures at the Said Property are old and are in a dilapidated condition.

AND WHEREAS the Vendors have represented to the Purchaser as follows:

- a) That the Vendors are the absolute owners of the undivided 1/324th Share in the Said Property and except the Vendors none has any right, title or interest of any kind whatsoever in respect of their respective shares in the Said Share In Said Property.
- b) That the Said Share In Said Property to the best of the Vendors' knowledge is not subject to any notice of acquisition or requisition nor the same is subject to attachments under the Public Demands Recovery Act or under any other law for the time being in force including urban land ceiling laws.
- c) That the Said Share In Said Property is not affected by any town planning or any other scheme and that no notice of acquisition or requisition has so far been served on the Vendors by the Government or the Municipal Corporation or Kolkata Metropolitan Development Authority or any other local or public body or authority for acquisition, requisition, set back, or otherwise of the Said Share In Said Property or any part thereof.

AND WHEREAS the Purchaser has inspected necessary documents in respect of the said property and has conducted searches in respect thereof and has satisfied itself



with regard to the right, title and interest of the Vendors over and in respect of Said Share In Said Property.

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase the undivided Said Share In Said Property on as is where is basis at or for a consideration of Rs.58,333/- (Rupees Fifty-eight thousand three hundred and thirty-three only) free from all encumbrances whatsoever.

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

1. In the premises aforesaid and in consideration of the sum of Rs.58,333/- (Rupees Fifty-eight thousand three hundred and thirty-three only) by the Purchaser to the Vendors paid at or before the execution of these presents (the receipt whereof the Vendors do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the Vendors do acquit release and forever discharge the Purchaser and the undivided Said Share In Said Property on as is where is basis hereby conveyed and transferred unto and to the purchaser) the Vendors do hereby grant sell, transfer, convey, assign and assure and confirm unto and to the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the Said Share In Said Property being Undivided $1/324^{\text{th}}$ (one by three hundred twenty four) share equivalent to 0.333 (point eight three three) Cottah, more or less, (Said Share) in Land measuring 270 (two hundred seventy) Cottah, more or less, together with a proportionate built-up area equivalent to 480 (four hundred eighty) square feet out of a total built-up area of 1,55,520 (one lac fifty five thousand five hundred twenty) square feet, more or less in dwelling houses and other residential structures standing thereon situate lying at and being Municipal Premises No.1, Rustomjee Parsee Road, Kolkata 700 002 and more fully described in Part-I of the Schedule below (Said Property) and the Said Share in the Said Property more fully described in the Part-II of the Schedule below (collectively Said Share In Said Property) And Together



With all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share In Said Property **And Also Together** With all appurtenances thereto or **Howsoever Otherwise** the Said Share In Said Property now are or is or at any time hereto before were or was situate, butted, bounded, called, known, numbered described and distinguished **Together With** the reversions and remainders and the rents, issues, profits thereof **And** all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever and howsoever of the Vendors into or upon the Said Share In Said Property **And Together With** absolutely unobstructed and full right of egress and ingress, all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, boundary walls, benefits, advantages, vacant area, open spaces whatsoever and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the Said Share In Said Property hereby sold and transferred or in anywise appertaining thereto or any part thereof, usually held, used, occupied accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto **To Have And To Hold** the Said Share In Said Property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and for ever free from all encumbrances whatsoever and howsoever, **And Subject To and/or Together With** the covenants by the Vendors hereafter contained

2. **THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER** as follows:

- a) The Vendors are now lawfully and rightly seized of and/or otherwise well and sufficiently entitled to the Said Share In Said Property and all benefits and rights hereby by conveyed, sold, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid.
- b) The Vendors now have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the



Said Share In Said Property under their respective ownership and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents.

- c) The Said Share In Said Property and all other rights and benefits hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances whatsoever and howsoever made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in and over the Said Share In Said Property from, under or in trust for the Vendors.
- d) The Purchaser shall hold and have the Said Share In Said Property freely and clearly and absolutely acquitted exonerated released and for ever discharged from or by the Vendors.
- e) The Vendors shall from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser make, do acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring and vesting the Said Share In Said Property unto the Purchaser in the manner aforesaid.

3. **AND IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES:**

- (a) That the Said Share In Said Property is being sold purely on as is where is basis and the Vendors will have no responsibility to hand over possession of Said Share In Said Property or any part thereof to the Purchaser in any manner whatsoever.



- (b) That it shall be the obligation of the Purchaser to pay all past and present arrears of municipal rates and taxes, cess, revenue, khazna, levies, imposition and other charges payable statutory or non statutory in respect of the said Property pertaining to the period upto the date of execution of this deed and the Vendors shall not be liable for payment of such taxes and outgoings whatsoever.

SCHEDULE

Part-I

(Said Property)

Land measuring 270 (two hundred seventy) Cottah, more or less, together with several 36 (thirty six) nos. of single storied dwelling houses and other residential structures all having brick walls and tile sheds having a built up area of 1,55,520 (one lac fifty five thousand five hundred twenty) square feet erected and scattered on the portions of the land situate lying at and being Municipal Premises No.1, Rustomjee Parsee Road, Kolkata 700 002, Police Station Cossipore, within Ward No. 006 of the Kolkata Municipal Corporation and delineated in a map or plan annexed hereto and bordered in colour RED thereon and butted and bounded:

On the North : Partly by Rustomjee Parsee Road and partly by 2, Rustomjee Parsee Road;

On the South : Laxmi Jute Press (32, Cossipore Road);

On the East : Partly by 2, Rustomjee Parsee Road and partly by 1/2, Rustomjee Parsee Road;

On the West : River Hooghly.

Part-II

(Said Share In Said Property)

[Subject Matter of Sale]

Undivided 1/324th (one by three hundred twenty four) share equivalent to 0.833 (point eight three three) Cottah, more or less, in the said property described in Part -I above.



Together with a proportionate built-up area equivalent to 480 (four hundred eighty) square feet out of a total built-up area of 1,55,520 (one lac fifty five thousand five hundred twenty) square feet, more or less in the dwelling houses and other residential structures standing thereon.

Together with all easement rights and all other rights, appurtenances and inheritances for access and use of the Said Share In Said Property.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year above written.

Sumitra Roy
(SOUMITRA ROY)

Swapna Roy
(SWAPNA ROY)

Anish
(ANISH ROY)
[VENDORS]

SHELTER CONCRETE PVT. LTD.

Rajib Ghosh
Authorised Signatory
(RAJIB GHOSH)

(SHELTER CONCRETE PRIVATE LIMITED)
[PURCHASER]

Witnesses:

Signature [Signature]

Name AYAN BASAK

Father's Name LT. B. D. Basak

Address 224, G. I. T Road
Kolkata - 700036

Signature [Signature]

Name PRANENDUKUMAR SETHI

Father's Name Dr. Pralip Kr. SETHI

Address 157, Roy Tara Road
Kolkata 700050

Drafted by

D. Kunder

Advocate, High Court, Calcutta.

OSWAL RESIDENTIAL BUILDINGS LLP

[Signature]

Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.



SPECIMEN FORM FOR TEN FINGERPRINTS



Soumitra Roy

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Swarna Roy

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Anub

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Rajib Ghosh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Certificate of Registration under section 80 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 2612 to 2631
being No 00142 for the year 2012.



AD

(Abani Kumar Dey) 07 January 2012
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal

