

7103/15

262/2015



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

U 866631



Handwritten notes and signatures on the left side of the stamp area, including a date '10-07-2015' and some illegible scribbles.

Handwritten signature and date '10/7/15' on the right side of the stamp area.

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this 8th day of July, 2015 BETWEEN ANITA HALDER, wife of Tapan Halder and daughter of Late Monaj Kanti Sett, Indian citizen, by faith Hindu, by occupation housewife, residing at 53/2, Priyanathi

Handwritten notes on the left margin, including a date '10/7/15' and a signature.

OSWAL RESIDENTIAL BUILDINGS LLP

s. Bal

Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.



48734

Rajib Ghosh

NAME.....
 ADD.....
 Rs. 100/-
 - 1 JUL 2015
 SUMANJAN MUKHERJEE
 Licensed Stamp Vendor
 L. C. Complex
 2 & 3, K. S. Roy Road, Kol-1



- 1 JUL 2015
- 1 JUL 2015

ABAS NIBAS (P) LTD.

Rajib Ghosh
Authorized Signatory.
(RAJIB GHOSH)

Anita Halder
[ANITA HALDER]



Satyaj Charan Koley
s/o. Late Paritosh Koley
Vill - Jagannathpur
P.O. - Nalikul
P.S. - Haripal
Dist. - Hooghly - 712407
Service

- 8 JUL 2015



Mirdha Road, Kolkata - 700 056, Post Office - Belghoria, Police Station - Belghoria, having her Income Tax PAN AFLPH5357M, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to context be deemed to mean and include her heirs, legal representatives, executors, administrators and/or assigns) of the **ONE PART AND ABAS NIBAS PRIVATE LIMITED** (formerly known as Shelter Concrete Private Limited), a company incorporated under the provision of the Companies Act, 1956, having its registered office at AA-55, Sector - I, Salt Lake City, Kolkata - 700 064, Police Station - Bidhannagar North, Post Office - CC Block Salt Lake, having its Income Tax PAN AAFCM9777J, represented through its authorised signatory, **Mr. Rajib Ghosh**, son of Late A. K. Ghosh, by occupation service, residing at D-22, Northern Park, Banskroni, Kolkata 700 070, Post Office - Banskroni, Police Station - Banskroni, having his Income Tax PAN ALSPG3098B, 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:

"Said Share In Said Property" shall mean and include Undivided 1/144th (one - one hundred and forty four) share equivalent to 1.875 (one point eight seven five) 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 1,080 (one thousand 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 old dilapidated 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) 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, Sailendra 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 Manindra Chandra Sett, a Hindu governed by the Dayabhaga school of Hindu law, while being seized and possessed of the undivided 1/9th share in the said property as an absolute owner thereof died intestate on 27th September, 1955, leaving behind him surviving at the time of his death his widow Parbati Sett, since deceased, three sons namely Mrinal Kanti Sett, since deceased, Manoj Kanti Sett, since deceased, and Mohan Kanti Sett, since deceased, as his only heirs and legal representatives who jointly inherited the said undivided 1/9th share of the said Manindra Chandra Sett in the said property and became the absolute joint owners thereof each owning undivided 1/36th share in the said property.

AND WHEREAS the said Manoj Kanti Sett while being seized and possessed of his undivided 1/36th share in the said property died intestate on 6th March, 1963 leaving behind him surviving at the time of his death his mother the said Parbati Sett, since deceased, his wife Manjusree Sett, since deceased, two sons namely Prasaata Kumar Sett and Sukanta Kumar Sett and two daughters namely Chandra



Mukherjee and Anita Halder (the Vendor herein), as his only heirs and legal representatives who jointly inherited the undivided $1/36^{\text{th}}$ share of the said Manoj Kanti Sett in the said property thereby each owning undivided $1/216^{\text{th}}$ share therein.

AND WHEREAS during her lifetime, by a registered Deed of Gift, the said Parbati Sett, out of natural love and affection conveyed and transferred by way of gift her undivided $1/216^{\text{th}}$ share in the said property inherited by her from her son Manoj Kanti Sett in favour of her grandsons, the said **Prasanta Kumar Sett and Sukanta Kumar Sett** and granddaughters, the said **Chandra Mukherjee and Anita Halder (the Vendor herein)** each thereby acquiring $1/864^{\text{th}}$ share therein absolutely and forever.

AND WHEREAS the said Manjusree Sett, wife of Manoj Kanti Sett while being seized and possessed of her undivided $1/216^{\text{th}}$ share in the said property died intestate on 19th June, 2008 leaving behind her surviving at the time of her death her two sons the said **Prasanta Kumar Sett and Sukanta Kumar Sett** and two daughters the said **Chandra Mukherjee and Anita Halder (the Vendor herein)**, as her only heirs and legal representatives who jointly inherited the undivided $1/216^{\text{th}}$ share of the said Manjusree Sett in the said property each thereby inheriting $1/864^{\text{th}}$ share therein.

AND WHEREAS in the circumstances recited herein above, the undivided $1/144^{\text{th}}$ (one - one hundred and forty four) share i.e. the Said Share In Said Property is owned by the Vendor in the following manner:

<u>Name Of The Vendor</u>	<u>Undivided Share In The Said Property</u>
Anita Halder (the Vendor herein)	$1/216^{\text{th}}$ (inherited from Manoj Kanti Sett) + $1/864^{\text{th}}$ (gifted from Parbati Sett) + $1/864^{\text{th}}$ (inherited from Manjusree Sett) = $1/144^{\text{th}}$

AND WHEREAS the Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share in Said Property free from all encumbrances whatsoever.



AND WHEREAS the existing buildings and structures at the Said Property are more than 100 years old and are in a dilapidated condition.

AND WHEREAS the Vendor has represented to the Purchaser as follows:

- a) **THAT** the Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Share In Said Property and except the Vendor no one has any right, title or interest of any kind whatsoever.
- b) **THAT** the Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Share In Said Property and declares that the Said Share In Said Property is not affected by any scheme of the Government or any Statutory Body.
- c) **THAT** the Vendor does not hold any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- d) **THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Share In Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- e) **THAT** the Vendor has good right, full power, absolute authority and indefeasible title to agree to and grant, sell, convey, transfer, assign and assure the Said Share In Said Property to the Purchaser.
- f) **THAT** no person or persons whatsoever have/had/has ever claimed any right of preemption over and in respect of the Said Share In Said Property or any part thereof.



- g) **THAT** no mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Share In Said Property or any part thereof.
- h) **THAT** the Said Share In Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, uses, *debitiers*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever or howsoever and the title of the Vendor to the Said Share In Said Property is free, clear and marketable.
- i) **THAT** the Said Share In Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- j) **THAT** there is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and/or alienating the Said Share In Said Property or any part thereof.
- k) **THAT** there is no other previous agreement for sale, development, transfer, lease etc. in respect of the Said Share In Said Property with any person.
- l) **THAT** no person other than the Vendor has any right, title and interest of any nature whatsoever in the Said Share In Said Property.

AND WHEREAS the Vendor hereby further declares, represents, confirms and assures to the Purchaser that the above-recited original of the said registered Deed of Gift executed by the said Parhati Sett in favour of the said Prasanta Kumar Sett, Sukanta Kumar Sett, Chandra Mukherjee and Anita Halder (the Vendor herein) is misplaced and lost and could not be found even after due and diligent search by the Vendor and that the Vendor is not even in possession of copies of that deed or its registration particulars to enable the Purchaser to obtain a certified copy thereof. The Vendor declare, represent and further assure to the Purchaser that the Vendor is aware



of the fact that the Purchaser has agreed to purchase the Said Share In Said Property on the basis of such representation and other representations of the Vendor in this Deed and therefore the Vendor shall be obliged to keep the Purchaser saved, harmless and indemnified in respect thereof.

AND WHEREAS in the premises as aforesaid, the Vendor has agreed to sell and the Purchaser, relying on the aforesaid representations of the Vendor, has agreed to purchase the Said Share In Said Property at or for a consideration of Rs.18,75,000/- (Rupees eighteen lac and seventy five thousand 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 Rs18,75,000/- (Rupees eighteen lac and seventy five thousand only) by the Purchaser to the Vendor paid at or before the execution of these presents (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 the Vendor doth acquit release and forever discharge the purchaser and the Said Share In Said Property hereby conveyed and transferred unto and to the purchaser) the Vendor doth hereby grant sell, transfer, convey, assign and assure and confirm unto and to the Purchaser the entirety of his right, title and interest of whatsoever or howsoever nature in the Said Property and in the Said Share In Said Property being Undivided 1/144th (one - one hundred and forty four) share equivalent to 1.875 (one point eight seven five) 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 1,080 (one thousand 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, Rustonjee 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 Vendor into or upon the Said Share In Said Property **And Together With** absolutely unobstructed and full right of egress and ingress in 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 forever free from all encumbrances whatsoever and howsoever, **And Subject To And/Or Together With** the covenants by the Vendor hereafter contained.

2. **THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER** as follows.



- a) The Vendor is 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 Vendor now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Share In Said Property 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 Vendor 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 Vendor.
- d) The Purchaser shall hold and have the Said Share In Said Property freely and clearly and absolutely acquitted exonerated released and forever discharged from or by the Vendor and every person or persons having or lawfully, rightfully and equitably claiming as aforesaid and effectually saved, defended, kept harmless and indemnified of, from and against all manner of former and other estate, charges, liens, debts, attachments, mortgages, restrictions, covenants uses, debutters, trusts, acquisitions, requisitions alignments, claims, demands, liabilities and encumbrances whatsoever and howsoever suffered or created by the Vendor or any of its predecessors in title or any persons lawfully or equitably claiming aforesaid.



- e) The Vendor 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 as follows:**

- (a) 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 Vendor shall not be liable for payment of such taxes and outgoings whatsoever.
- (b) That the Vendor shall not have any manner of right, title and interest whatsoever or howsoever in the said Municipal Premises No.1, Rustomjee Parsee Road, Kolkata 700 002 or any part thereof and all the joint undivided vendor's right, title and interest in the said Municipal Premises No.1, Rustomjee Parsee Road, Kolkata 700 002 hereby stands vested in the Purchaser absolutely and forever free from all encumbrances 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 old dilapidated 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 1/144th (one - one hundred and forty four) share equivalent to 1.875 (one point eight seven five) Cottah, more or less, in the said property described in Part - I above.

Together With a proportionate built-up area measuring about 1,080 (one thousand 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, having tile-shed, standing thereon.

And Together With all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Share In Said Property.



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

Anita Halder

(Anita Halder)
[Vendor]

ABAS NIBAS (P) LTD.

[Signature]

Authorised Signatory.

(Abas Nibas Private Limited)
[Purchaser]

Witnesses:

Signature Tapan Kumar Basu

Name TAPAN KUMAR BASU

Father's Name late Sankaranarayan Basu

Address 23/1A B.T. Road

Kolkata-700002

Signature Soumen Dalui

Name Soumen Dalui

Father's Name Mahadev Dalui

Address 173, B.M. Saha Rd,

Hembarati, Hooghly-712233

Drafted by

Debabrata Kundu

Advocate, High Court, Calcutta.

F/1261/2007

OSWAL RESIDENTIAL BUILDINGS LLP

S. B. Das

Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs18,75,000/- (Rupees eighteen lac and seventy five thousand only) towards full and final payment of the consideration for sale of the Said Share In Said Property described in the Part II of the Schedule above, in the following manner:

Mode	Date	Particulars	Amount (Rs.)
Demand Draft No. 648687	30.06.2015	Canara Bank, Sector - V Branch	3,75,000/-
Demand Draft No. 648695	30.06.2015	Canara Bank, Sector - V Branch	5,00,000/-
Demand Draft No. 648696	30.06.2015	Canara Bank, Sector - V Branch	5,00,000/-
Demand Draft No. 648697	30.06.2015	Canara Bank, Sector - V Branch	5,00,000/-
		Total:	18,75,000/-

Anita Halder

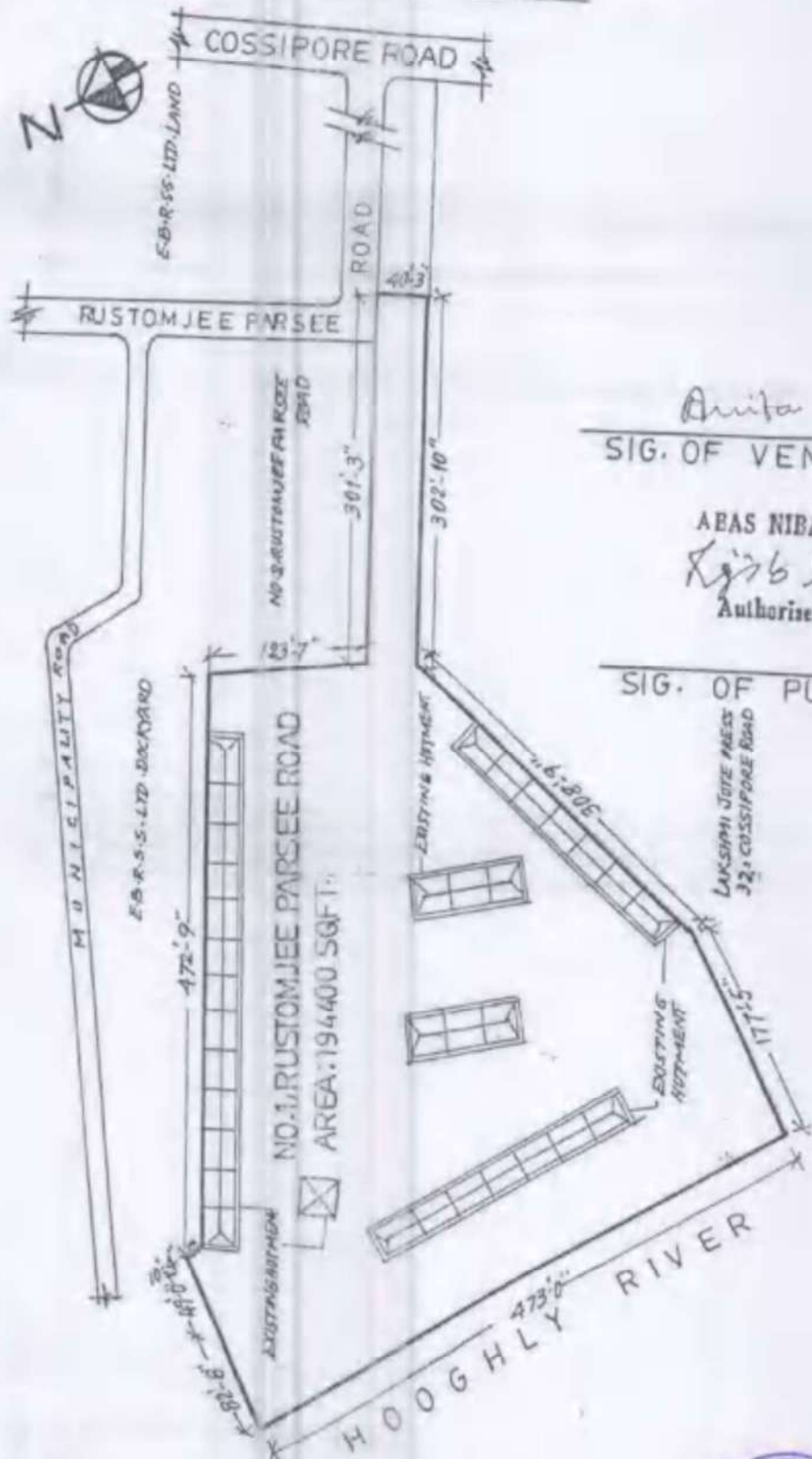
(Anita Halder)
[Vendor]

Witnesses:

Signature Tapan Kumar Basu Signature Soumik Dalui
Name TAPAN KUMAR BASU Name Soumik Dalui



**SITE PLAN OF LAND WITH STRUCTURE AT MUNICIPAL PREMISES
NO. 1, RUSTOMJEE PARSEE ROAD, KOLKATA 700 002, P. S. COSSI-
PORE, UNDER K. M. C. WARD NO. 6.**



Anita Halder
SIG. OF VENDOR

AEAS NIBAS (P) LTD.
Kjib Sur
Authorized Signatory.

SIG. OF PURCHASER



Traced Plan
of
Plot
at
Kol-1

SPECIMEN FORM FOR TEN FINGERPRINTS



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



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



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



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









Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19020000422616/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Anita Halder 53/2, Priyanath Mirdha Road, P.O:- Belghoria, P.S - District:-North 24- Parganas, West Bengal, India, PIN - 700056	Seller		 4557	Anita Halder 08/07/15
2	Mr Rajib Ghosh D-22, Northern Park, P.O.- Bansdrani, P.S- Regent Park, District:-South 24- Parganas, West Bengal, India, PIN - 700070	Representative of Buyer Abas Nibas Private Limited		 4555	Rajib Ghosh 08/07/15
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Satya Charan Koley Son of Late Paritosh Koley Vill- Jagannathpur, P.O.- Nalka, P.S.- Haripal, Hooghly-chinsurah, District -Hooghly, West Bengal, India, PIN- 712407	Mrs Anita Halder, Mr Rajib Ghosh		Satya Charan Koley, 08/07/15	

(Dulal Saha)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal

