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T260/2015



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 866633

Q-D-448649/5
 2002/2015
 Registrar of Assurances
 Kolkata 941 74



Certified that the document is admitted to
 registration. The signature sheet and the
 endorsement sheets attached to this document
 are the part of this document.

Additional Registrar
 of Assurances (T. Kolkata)
 10/7/15

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this 8th day of July, 2015 BETWEEN
 PRASANTA KUMAR SETT, son of Late Manoj Kanti Sett, Indian citizen, by faith
 Hindu, by occupation service, residing at 24/B, Satchasi Para Road, Kolkata- 700 002,

32
 132
 880
 8/7

OSWAL RESIDENTIAL BUILDINGS LLP

Authorized Signatory
 CONSTITUTED ATTORNEY
 OF ASAS NIGAM PVT. LTD.



48732



NAME.....
 AD#.....
 Rs. 70/- - 1 JUL 2015
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & J. K. S. Ho, Road, Kdt-1

Rajib Ghosh

- 1 JUL 2015
- 1 JUL 2015

ABAS NIBAS (P) LTD.

Rajib Ghosh
Authorized Signatory.
RAJIB GHOSH

Prasanta Kumar Setti
(PRASANTA KUMAR SETTI)



Satya Charan Koley.
s/o, Late Paritosh Koley
vill - Jagannathpur.
P.O. - Nalikul
P.S. - Haripal
Dist - Hooghly - 712407
Service

ADDITIONAL REGISTRAR
KOLKATA

4 JUL 2015

Post Office - Cossipore, Police Station - Cossipore, having his Income Tax PAN AIWPS8342R, hereinafter referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to context be deemed to mean and include his 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:

- (i) "**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 casement



namely Chandra Mukherjee and Anita Halder, 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 (the Vendor herein) and Sukanta Kumar Sett and two granddaughters, the said Chandra Mukherjee and Anita Halder 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 (the Vendor herein) and Sukanta Kumar Sett, and two daughters the said Chandra Mukherjee and Anita Halder, 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>
Prasanta Kumar Sett (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 do 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.



- e) 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, *debutters*, 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 Parbati Sett in favour of the said Prasanta Kumar Sett (the Vendor herein), Sukanta Kumar Sett, Chandra Mukherjee and Anita Halder 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 Rs.18,75,000/- (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 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 Vendor do 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 do 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 $1/144^{\text{th}}$ (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, Rustomjee Parsee Road, Kolkata 700 002 and more fully described in



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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 DO 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 $1/144^{\text{th}}$ (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.



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

Prasanta Kumar Sett
(Prasanta Kumar Sett)
[Vendor]

ABAS NIBAS (P) LTD.
Kishu Sen
Authorized Signatory.

(Abas Nibas Private Limited)
[Purchaser]

Witnesses:

Signature Tapan Kumar Basu
Name TAPAN KUMAR BASU
Father's Name late Sudhansu Ch. Basu
Address 23/1A, B.T. ROAD
Kolkata - 700002

Signature Soumitra Dalui
Name Soumitra Dalui
Father's Name Mahadev Dalui
Address 173, B.M. Saha Rd.
Hindurajar Hatuly - 712233

Drafted by
Debalata Kundu
Advocate, High Court, Calcutta.
F/1261/2007



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs.18,75,000/- (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. 648685	30.06.2015	Canara Bank, Sector - V Branch	3,75,000/-
Demand Draft No. 648689	30.06.2015	Canara Bank, Sector - V Branch	5,00,000/-
Demand Draft No. 648690	30.06.2015	Canara Bank, Sector - V Branch	5,00,000/-
Demand Draft No. 648691	30.06.2015	Canara Bank, Sector - V Branch	5,00,000/-
		Total:	18,75,000/-

Prasanta Kumar Sett

(Prasanta Kumar Sett)

[Vendor]

Witnesses:

Signature Tapan Kumar Basu Signature Soumitik Dabur

Name TAPAN KUMAR BASU Name Soumitik Dabur

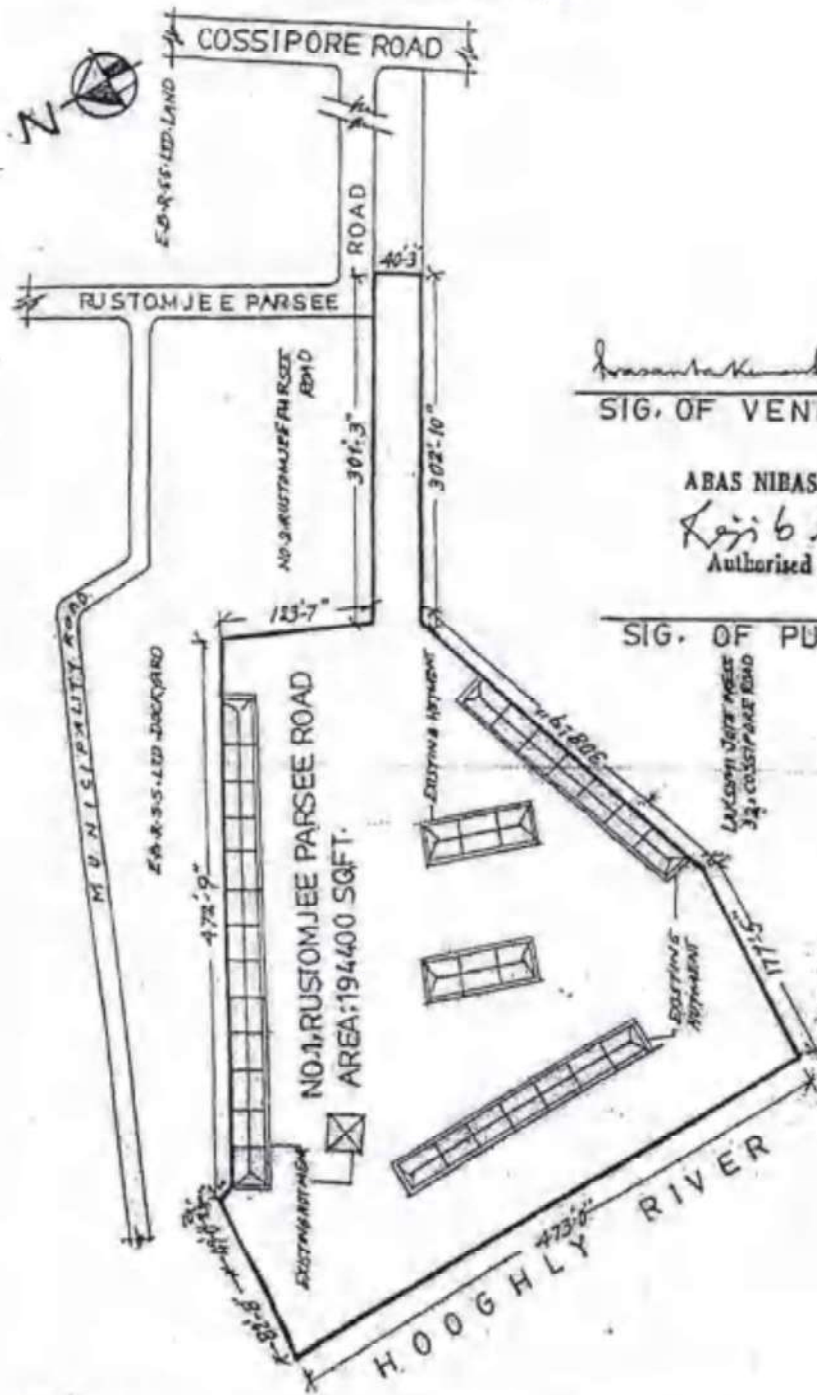
OSWAL RESIDENTIAL BUILDINGS LLP

S.Bh

Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.



**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.**



[Signature]
SIG. OF VENDOR

ABAS NIBAS (P) LTD.
[Signature]
Authorized Signatory.

SIG. OF PURCHASER

[Signature]
KOL-1-11



SPECIMEN FORM FOR TEN FINGERPRINTS



Number 123456

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



Kijib 12345

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



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



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







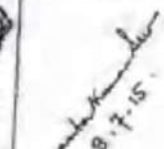


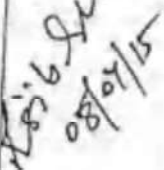
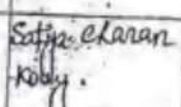
Government of West Bengal


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 19020000443649/2015

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	Mr Prasanta Kumar Sett 24/B, Satchasi Para Road, P.O:- Cossipore, P.S:- Cossipur, Dum Dum, District-North 24- Parganas, West Bengal, India, PIN - 700002	Seller		 4555	 8.7.15
2	Mr Rajib Ghosh D-22, Northern Park, P.O:- Bansdroni, P.S:- Regent Park, District-South 24- Parganas, West Bengal, India, PIN - 700070	Represent ative of Buyer [Abas Nibas Private Limited]		 4555	 08/07/15
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Setya Charan Koley Son of Late Pantosh Koley VIII- Jagannathpur, P.O:- Nalikul, P.S:- Haripal, Hooghly-chinsurah, District-Hooghly, West Bengal, India, PIN - 712407	Mr Prasanta Kumar Sett, Mr Rajib Ghosh		 08/07/15	


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

Query No:-19020000443649/2015, 08/07/2015 12:59:58 PM KOLKATA (A.R.A. - II)



INDIAN UNION DRIVING LICENCE
WEST BENGAL STATE

No. WB-1520120107010 New Or. 02-09-2012
 Name SATYA CHAN KOLEY
 S.O.W. of P. CHAN KOLEY
 Blood Gr. U D.O.B. 26-11-1981
 Address NALKUL UTTARPARA
 HODGNEY 712407

Authorised to drive the following vehicles (Class throughout India)		Issued on 02-09-2012	Valid till 02-09-2013	Issued by [Signature]
Class 26-11-2011	Valid till 02-09-2013			
Name Date of issue Valid till	Valid till Valid till Valid till	Valid till Valid till Valid till	Valid till Valid till Valid till	Valid till Valid till Valid till

Licensing Authority
 Hooghly

Satya Chan Koley



Seller, Buyer and Property Details

Seller & Buyer Details

Seller Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Mr Prasanta Kumar Sett Son of Late Manoj Kanti Sett 24/B, Seichasi Para Road, P.O:- Cossipore, P.S:- Cossipur, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700002 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AIWPS8342R. Status : Self Date of Execution : 08/07/2015 Date of Admission : 08/07/2015 Place of Admission of Execution : Pvt. Residence</p>



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2015, Page from 31475 to 31499
being No 190207260 for the year 2015.



Dulal Saha
Digitally signed by DULAL CHANDRA
SAHA
Date: 2015.07.15 15:41:53 +05:30
Reason: Digital Signing of Deed.

(Dulal Saha) 15-07-2015 3:41:52 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)

