



1687 पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

A 031595

14880/4

W 278, 95687

by
02/6/11



S.D. Registrar of Conveyances
Kolkata.

Certified that the Document is admitted to
Registration. The Date of Admittance and the
underwritten circle number of the document
are the date of its Admission.

Handwritten signature

Joint Registrar
of Conveyances II, Kolkata
04.06.11

14880/4
7/4

Applicant
& donee

S.D.
7/4

S.S.

THIS DEED OF CONVEYANCE made this 2nd day of June, 2011 BETWEEN
I. HIMADRI KUMAR SETT, son of Late Harendra Chandra Sett, by nationality
Indian, by religion Hindu, by occupation business, residing at 15/M, Nimtala

OSWAL RESIDENTIAL BUILDINGS LLP

Handwritten signature

Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIGAS PVT. LTD.



18328 1 JUN 2013

No.
Sold to Sandip Agarwal & Co. Advocates
Address 44, Old Post Office Street
Room No. 202, 2nd Floor
Kolkata - 700 002

L. S. VENKAT
HIGH COURT, KAL

Katib Ghosh



29961

SHELTER CONCRETE PVT. LTD.

Katib Ghosh
Authorized Signatory

(KATIB GHOSH)



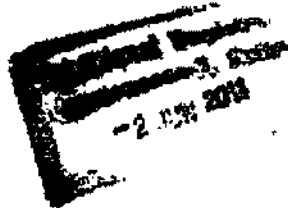
40061

Sannadri Kumar Saha



40071

Partha Sarathi Dasgupta
as constituted Member of
Panel 2, etc.



Sanjib Banerjee
Advocate
High Court, Kolkata.

Lane, Kolkata – 700006, Police Station - Jorabagan, having his **Income Tax PAN** **CYTPS5145K**, **2. PINAKI SETT**, son of Late Harendra Chandra Sett, by nationality Indian, by religion Hindu, by occupation business, resident of 12A, Ramnarayan Bhattacharjee Lane, Kolkata – 700 006, Police Station – Burtolla, presently residing at 189 Widger Road, Spencerport, New York – 14559, having his **Income Tax PAN** **BSGPS9058D**, No. 2 represented through his constituted attorney, **Partha Sarathi Basak**, son of Sri Sanat Kumar Basak, by nationality Indian, by religion Hindu, by occupation business, residing at 8A, K. C. Bose Road, Kolkata 700 004, Police Station – Shyampukur, appointed by virtue of a Power of Attorney, dated 28th February, 2011 authenticated before the Notary Public, Calcutta vide Serial No. C/11/11, 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, Bandroni, 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) "Said Share in Said Property" shall mean and include Undivided 4/27th (four-twenty seventh) share equivalent to 40 (forty) 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 23040 (twenty three thousand forty) 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) 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 at a sale held by the Registrar of the Hon'ble High Court of Judicature at Fort William in Bengal on 22nd April, 1936 pursuant to the decrees dated 8th September, 1931 and 6th March, 1933 made by the said Hon'ble High Court in Suit No. 2301 of 1930 instituted by Martin & Co. as plaintiff against the said Ramendra Chandra Sett as defendant, the said Nagendra Chandra Sett, since deceased, Ganendra Chandra Sett, since deceased, and Harendra Chandra Sett, since deceased, purchased the undivided 1/9th share of Ramendra Chandra Sett in the Said Property along with other property.

AND WHEREAS pursuant to an order dated 26th of August, 1936 passed by the Hon'ble High Court of Judicature at Fort William in Bengal in the said Suit No. 2301 of 1930, the Registrar of the said Hon'ble High Court of Judicature at Fort William in Bengal issued a Certificate of Sale dated 26th August, 1936 certifying and confirming the sale of the undivided 1/9th share of the said Ramendra Chandra Sett in the Said Property along with other property in favour of the said Nagendra Chandra Sett, since deceased, Ganendra Chandra Sett, since deceased, and Harendra Chandra Sett, since deceased.



AND WHEREAS after the purchase as aforesaid the said Harendra Chandra Sett, since deceased, thus became the absolute owner of an undivided $1/27^{\text{th}}$ share in addition to his own undivided $1/9^{\text{th}}$ share in the Said Property aggregating to $4/27^{\text{th}}$ i. e. the Said Share in Said Property and caused his name to be mutated in the records of the Kolkata Municipal Corporation along with the other co-sharers of the Said Property.

AND WHEREAS the said Harendra Chandra Sett while being seized and possessed of the Said Share in Said Property as an absolute owner thereof died intestate on 8th March, 1948 leaving behind him surviving at the time of his death his two sons namely Himadri Kumar Sett (the Vendor No. 1 herein) and Pinaki Sett (the Vendor No. 2 herein), as his only heirs and legal representatives who jointly inherited the Said Share in Said Property each thereby owning undivided $2/27^{\text{th}}$ share in the Said Property.

AND WHEREAS the Vendors are thus 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 are 100 (one hundred) years 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 Said Share In Said Property and except the Vendors no one has any right, title or interest of any kind whatsoever.
- 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 Said Share In Said Property on as is where is basis at or for a



consideration of Rs.28,00,000/- (Rupees twenty eight lac 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.28,00,000/- (Rupees twenty eight lac 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 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 4/27th (four-twenty seventh) share equivalent to 40 (forty) 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 23040 (twenty three thousand forty) 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 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 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}~~Vendors~~ 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.

Shri Kumar, Sell.

Kanika



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 (ying 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 built 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 $\frac{4}{27}$ th (four-twenty seventh) share equivalent to 40 (forty) Cottah, more or less in the said property described in Part I above.

Together with a proportionate built-up area measuring about 23040 (twenty three thousand forty) 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 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.

Himadri Kumar Sett
[Himadri Kumar Sett]

Partha Sarathi Basak
[Partha Sett Through his constituted attorney Partha Sarathi Basak]
[Vendors]

SHELTER CONCRETE PVT. LTD.

Kajib Ghosh
Authorized Signatory
(KAJIB GHOSH)

[(Shelter Concrete Private Limited)]
[Purchaser]

Witnesses:

Signature Ranjana Bakshi
Name RANTANA BAKSHI
Father's Name SUKHARANAN BAKSHI
Address Airport Enclave Co-op
Hsg. Society Ltd, Baraki,
Kolkata - 51

Signature Koley
Name SATYA CHARAN KOLEY
Father's Name Rati Paritosh Koley
Address 10, Old Post Office Street,
Kolkata - 700001

Drafted by
Manoj Shasins
Advocate
Enrolment No. F-795/011 of 1996

OSWAL RESIDENTIAL BUILDINGS LLP

S.B.L.

Authorized Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs.28,00,000/- (Rupees twenty eight lac 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	Bank	Amount (Rs.)	Favouring
Demand Draft No. 062691	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	8,00,000/-	Himadri Kumar Sett
Demand Draft No. 062693	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	6,00,000/-	Himadri Kumar Sett
Demand Draft No. 062694	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	6,00,000/-	Pinaki Sett
Demand Draft No. 062695	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	8,00,000/-	Pinaki Sett
		Total	28,00,000/-	

Himadri Kumar Sett.

[Himadri Kumar Sett]

Partha Sarathi Basak

[Pinaki Sett]

Through his constituted attorney Partha Sarathi Basak]

[Vendors]

Witnesses:

Signature Ranjana Basak

Name RANJANA BASAK

Signature Satya Charan Koley

Name SATYA CHARAN KOLEY



SPECIMEN FORM FOR TEN FINGERPRINTS



Shimodipumar Lok

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



Pavithra Anand

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



Karthik Sankar

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



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 26
Page from 4571 to 4588
being No 07067 for the year 2011.



(Sudhakar Sahu) 11 June 2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal

