



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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02/06/11

Registrar of Assurances

Certified that this document is a true and correct copy of the original as registered in the office of the Registrar of Assurances at the place of the document.

Additional Registrar
of Assurances-M. Kathak

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THIS DEED OF CONVEYANCE made this 2nd day of June, 2011 BETWEEN

1. REKHA BASAK, wife of Late Bidyut Kumar Basak, by nationality Indian, by religion Hindu, by occupation housewife, residing at 234, Gopal Lal Thakur Road,

OSWAL RESIDENTIAL BUILDINGS LLP

S.S.C.

Authorised Signatory
CONSTITUTED ATTORNEY
OF ABAS NIBAS PVT. LTD.

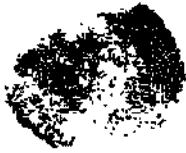


18327 1 JUN 2011

No. Date
Sold to Sande Agarwal & Co. Advocate
Address: 4th Floor, 12th Street
No. 1005, 2nd Floor
Kolkata - 700 001

L. S. VENKAT
HIGH COURT, CAL.

Rishi Ghosh



3996

SHELTER CONCRETE PVT. LTD.

Rishi Ghosh
Authorized Signatory

(RISHI GHOSH)



4504

Rishi Ghosh



1005

Rishi Ghosh

Sunil Kumar Banerjee
Advocate,
High Court, Kolkata.

Stamp: - 2 JUN 2011

Kolkata – 700036, Police Station - Baranagar, having her **Income Tax PAN AXUPB9652N**, 2. **AYAN BASAK**, son of Late Bidyut Kumar Basak, by nationality Indian, by religion Hindu, by occupation service, residing at 234, Gopal Lal Thakur Road, Kolkata – 700036, Police Station - Baranagar, having his **Income Tax PAN AUZPB2960K**, 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, Banskronj, 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 1/9th (one-ninth) share equivalent to 30 (thirty) 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 17,280 (seventeen thousand two 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 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 Sasendra Chandra Sett died on 13th December, 1928 after having duly made and published his last Will and Testament whereby he



bequeathed his undivided 1/9th share in the said property (the Said Share In Said Property) to his wife Sorojini Dassi absolutely and forever.

AND WHEREAS the said Sorojini Dassi obtained Letters of Administration on 13th September, 1929 from the then Hon'ble High Court of Judicature at Fort William Bengal in its Testamentary and Intestate jurisdiction in respect of the said last Will and Testament of the said Sasendra Chandra Sett.

AND WHEREAS the said Sorojini Dassi became the absolute owner of the Said Share In Said Property on the strength of the said last Will and Testament of the said Sasendra Chandra Sett followed by grant of the Letters of Administration and duly recorded her name in the records of the Kolkata Municipal Corporation along with the other co-owners.

AND WHEREAS by an Indenture dated 16th June, 1967 made between the said Sorojini Dassi, therein referred to as the Settlor of the one part and one Lakshmi Kanta Haldar and the said Sorojini Dassi, therein collectively referred to as the Trustees of the other part and duly registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 115, Pages 79 to 84, Being No. 3183 for the year 1967, the said Sorojini Dasse, as Settlor settled, granted, transferred and assigned all her right, title and interest, inter-alia, in the Said Share In Said Property in trust upon the said Lakshmi Kanta Haldar and herself as Trustees on the terms and conditions, inter alia, that the said Trustees would collect the rents, issues and profits of the said Trust Properties and would pay the rates taxes and other outgoings from time to time therefrom and would thereafter pay the net balance to the said Settlor Sorojini Dassi for her personal use during the term of



her natural life and further that the trust would remain in force until the death of the said Settlor Sorojini Dassi and on her death the Said Share In Said Property would absolutely vest in Bidyut Kumar Basak, since deceased, her eldest grandson by her only daughter Jayabati Basak.

AND WHEREAS the said Sorojini Dassi died on 4th April, 1968 whereupon the said Trust created by the said Indenture dated 16th June, 1967 came to an end and in accordance with the direction contained in the said Indenture, the Said Share In Said Property absolutely vested in the said Bidyut Kumar Basak, since deceased, free from all encumbrances whatsoever.

AND WHEREAS the said Bidyut Kumar Basak while being seized and possessed of the Said Share In Said Property as an absolute owner thereof died intestate on 14th August, 1984 leaving behind him surviving at the time of his death his wife Rekha Basak (the Vendor No. 1 herein) and son Ayan Basak (the Vendor No. 2 herein) as his only heirs and legal representatives who jointly inherited the Said Share In Said Property and became the absolute joint owners of the same each having undivided 1/18th share in the Said Property.

AND WHEREAS the Vendors are 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 (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.21,00,000/- (Rupees twenty one lac only) free from all encumbrances whatsoever.



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

- I. In the premises aforesaid and in consideration of the sum of Rs.21,00,000/- (Rupees twenty one 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 1/9th (one-ninth) share equivalent to 30 (thirty) 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 17,280 (seventeen thousand two 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 Parsae 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.

Signature

Signature



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 butted and bounded:

- On the North : Partly by Rustomjee Parsee Road and partly by 2, Rustomjee Parsee Road
- On the South : Lavini 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 1/9th (one-ninth) share equivalent to 30 (thirty) Cottah, more or less in the said property described in Part I above.

Together with a proportionate built-up area measuring about 17,280 (seventeen thousand two 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 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.

Rekha Basak

[Rekha Basak]

Ayan Basak

[Ayan Basak]

[Vendors]

SHELTER CONCRETE PVT. LTD.

Kaib Ghosh
Authorized Signatory

(Kaib Ghosh)

(Shelter Concrete Private Limited)

[Purchaser]

Witnesses:

Signature Ranjana Bakshi

Name RANJANA BAKSHI

Father's Name SUKHARANTAN BAKSHI

Address Airport Enclave Condo Reg

Society Ltd, Airport, Kolkata-51

Signature Koley

Name SATYA CHARAN KOLEY

Father's Name late Paritosh Koley

Address 10, Old Post office street

Kolkata - 700001

Drafted by

Hemaj Sharmas

Advocate

Enrolment No. F - 795/91 of 1996

OSWAL RESIDENTIAL BUILDINGS LLP

S.S.S.

Authorized Signatory
CONSTITUTED ATTORNEY
OF ABAS/IBAS PVT. LTD.



RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of Rs.21,00,000/- (Rupees twenty one 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. 062680	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	8,00,000/-	Rekha Basak
Demand Draft No. 062681	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	2,50,000/-	Rekha Basak
Demand Draft No. 062682	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	8,00,000/-	Ayan Basak
Demand Draft No. 062683	27/05/2011	Canara Bank, Sector V, Salt Lake, Kolkata -700091	2,50,000/-	Ayan Basak
		Total	21,00,000/-	

Rekha Basak

[Rekha Basak]

Ayan Basak

[Ayan Basak]

[Vendors]

Witnesses:

Signature Ranjana Bakshi

Name RANJANA BAKSHI

Signature

Saty Charan Koley

Name SATYA CHARAN KOLEY



SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Rekha Basak</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Ajay Joshi</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Kishor Kumar</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



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



Certificate of Registration under section 10 and Rule 69.

Registered in Book - I
CD Volume number 26
Page from 4519 to 4536
being No 07085 for the year 2011.



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

