

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

84AB 319973

DEED OF AGREEMENT

THIS AGREEMENT made this 30th day of November 2023

BETWEEN

(1) **M/s OFFLIX E-MARKETING LLP**, a LIMITED LIABILITY PARTNERSHIP FIRM, and having PAN: AAGFO4050Q a Limited Liability Partnership firm and having its registered office at 86B/2, Topsia Road, Gajraj chambers, 3rd Floor, Room 3D, P.S. Topsia, Kolkata-700046, and duly represented by its Partner Mr. Om Prakash Jalan, son of Late Ram Niwas Jalan, by faith- Hindu, by occupation- Business, by nationality: Indian, and having Aadhar Card No 4603 9602 5362 and having PAN: ACFPJ8572R residing at 20, O.C. Ganguly Sarani, 3rd Floor, P.S. Bhowanipore, Kolkata-700020, hereinafter referred to as the **1ST LAND OWNER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) AND;

(2) **M/s PADMAWATI INFRAREALTY PRIVATE LIMITED** (PAN : AAMCS5249N) formerly known as SRI VISHNU AWAS PRIVATE LIMITED a company incorporated under the Companies Act 1956 and having its Head Office at 1 R.N. Mukherjee Road, P.S. Hare Street, Kolkata Pin - 700001 and represented by its Director Mr. Siddheswar Halder son of Shri. Sushil Kumar Halder Aadhar Card No 4785 3343 5075 and having PAN: ABFPH3548C by religion-Hindu , by profession- Service, Indian Citizen residing at- 512, Jessore Road, Ames Jessore, 3rd Floor, P.S. Bangur Avenue, Kolkata 700055, hereinafter referred to as the **2ND LAND OWNER** (which term or expression shall unless repugnant to the

context and meaning thereof shall mean and include its successors-in-office and assigns) AND;

(3) **M/s FLORIN NIRMAN PRIVATE LIMITED** (PAN : AACCF0199G) a company incorporated under the Companies Act 1956 and having its Head Office at 32, Jawahar Lal Nehru Road, 3rd Floor, P.S. Shakespeare Sarani, Kolkata 700071. Represented by its Directors Mr. Om Prakash Jalan, son of Late Ram Niwas Jalan, by faith-Hindu, by occupation- Business, by nationality: Indian, and having Aadhar Card No 4603 9602 5362 and having PAN: ACFPJ8572R residing at 20, O.C. Ganguly Sarani, 3rd Floor, P.S. Bhowanipore, Kolkata-700020 hereinafter referred to as the **3RD LAND OWNER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the ONE PART, hereinafter collectively known as the **LAND OWNERS**;

WHEREAS by virtue of several Deeds of Conveyance being No.853 for the year 1950, Deed No.4559 for the year 1957, Deed No.3157 for the year 1960, Deed No.199 for the year 1962, Deed No.4745 for the year 1962, Deed No.4748 for the year 1962, Deed No.4808 for the year 1962 all registered at the office of the Registrar of Assurances Calcutta and Deed Being No.5050 for the year 1961 duly registered at the office of the Sub-Registrar Serampore, Hooghly and Deed being No.1575 for the year 1961 registered at the office of the Registrar of Assurances Calcutta and Deed being No.4178

for the year 1967 registered at the office of the Sub-Registrar Serampore, Hooghly, ICI India Limited (formerly known as Indian Explosives Limited or IEL Limited or Alkali and Chemical Corporation of India Limited w.e.f. 01.10.1982 Alkali and Chemical Corporation of India Limited was amalgamated with the Indian Explosives Limited) became absolute Owner of All That pieces and parcels of land measuring about 9.769 acre more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28, B2, revenue survey No.1757 being Holding No. 103/3, G.T. Road (West), Rishra, Ward No.15 under Rishra Municipality, P.S. Rishra, District- Hooghly ;

AND WHEREAS by a Deed of Conveyance dated 29.10.2007 registered at the office of the A.D.S.R. Serampore, Hooghly and recorded in Book No.I, CD Volume No.7, pages: 13829-13845 being No.06539 for the year 2007 made between ICI India Limited, therein described as the Vendor, the said ICI India Limited, sold, transferred and conveyed unto and in favour of M/S. PMC Rubber Chemicals India Private Limited, therein described as the Purchaser All That pieces and parcels of land measuring about 9.769 acre more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28, B2, revenue survey No.1757 being Holding No.103/3, G.T. Road (West), Rishra, Ward No.15 under Rishra Municipality, P.S. Rishra, District- Hooghly ;

AND WHEREAS thus the said M/S. PMC Rubber Chemicals India Private Limited became absolute Owner of All That

pieces and parcels of land measuring about 9.769 acre more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28, B2, revenue survey No.1757 being Holding No.103/3, G.T. Road (West), Rishra, Ward No.15 under Rishra Municipality, P.S. Rishra, District- Hooghly;

AND WHEREAS by a Deed of Conveyance dated 26th day of August, 2012 registered at the office of the A.R.A.-III Kolkata being No.0364 for the year 2012 made between M/S. PMC Rubber Chemicals India Private Limited, therein described as the Vendor, the said M/S. PMC Rubber Chemicals India Private Limited, sold, transferred and conveyed unto and in favour of (1) M/s. Sri Vishnu Awas Private Limited, (2) Shagun Barter Private Limited, (3) NU Heights Agency Private Limited and (4) Florin Nirman Pvt. Ltd., therein collectively called as the Purchasers All That pieces and parcels of bastu land measuring about 7.02 acre (7 acre 02 decimal) more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28B2, revenue survey No.1757 being part of Holding No.103/3, G.T. Road (West), Rishra-712248, Ward No.15 under Rishra Municipality, P.S. Rishra, A.D.S.R. Office, District- Hooghly together with existing housing building known as "B" Compound;

AND WHEREAS by virtue of the said Deed of Conveyance dated 26th day of August, 2012 the said (1) M/s. Sri Vishnu Awas Private Limited, (2) Shagun Barter Private Limited, (3) NU Heights Agency Private Limited and (4) Florin Nirman Pvt. Ltd., became absolute joint Owners All That pieces and

parcels of bastu land measuring about 7.02 acre (7 acre 02 decimal) more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28B2, revenue survey No.1757 being part of old Holding No.103/3, G.T. Road (West), Rishra-712248, Ward No.15 under Rishra Municipality, P.S. Rishra, A.D.S.R. Office, District- Hooghly together with existing housing building known as "B" Compound and later on they mutated the aforesaid property under new holding no 103/3, S.C. Aown Road, (previous Holding No- 103/3, G.T. Road) under ward no 13 within the jurisdiction of Rishra Municipality;

AND WHEREAS SHAGUN BARTER PRIVATE LIMITED has been changed to PADMAWATI REALCON PRIVATE LIMITED in the records of Ministry of Corporate Affairs with effect from 10/09/2013 and M/S. SRI VISHNU AWAS PRIVATE LIMITED has been changed to PADMAWATI INFRA REALTY PRIVATE LIMITED in the records of Ministry of Corporate Affairs with effect from 06/09/2013;

AND WHEREAS by virtue of the aforesaid Deed of Conveyance dated 26th August, 2012 NU HEIGHTS AGENCY PRIVATE LIMITED become the undivided 25% share of 7.02 Acre Bastu land i.e measuring about 1.755 acre (25% undivided share of 7.02 acre) more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28B2, revenue survey No.1757 being part of holding no 103/3, S.C. Aown Road, under ward no 13 within the jurisdiction of Rishra Municipality, P.S. Rishra A.D.S.R.

Office, District- Hooghly together with existing housing building known as "B" Compound;

AND WHEREAS by virtue of the aforesaid Deed of Conveyance dated 26th August, 2012 PADMAWATI REALCON PRIVATE LIMITED formerly known as SHAGUN BARTER PRIVATE LIMITED become the undivided 25% share of 7.02 Acre Bastu land i.e measuring about 1.755 acre (25% undivided share of 7.02 acre) more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28B2, revenue survey No.1757 being part of holding no 103/3, S.C. Aown Road, under ward no 13 within the jurisdiction of Rishra Municipality, P.S. Rishra A.D.S.R. Office, District- Hooghly together with existing housing building known as "B" Compound.

AND WHEREAS being the 25% undivided owner of the aforesaid 7.02 Acre land aforesaid NU HEIGHTS AGENCY PRIVATE LIMITED sold their entire share i.e. undivided 25% to OFFLIX E-MARKETING LLP by virtue of a Deed of Conveyance Being No- 060200900 for the year of 2019 duly registered at the office of District Sub Registrar -II, Chinsurah, Hooghly and another co-sharer aforesaid PADMAWATI REALCON PRIVATE LIMITED formerly known as SHAGUN BARTER PRIVATE LIMITED being the 25% undivided owner of the aforesaid 7.02 Acre land, sold their entire share i.e, undivided 25% to OFFLIX E-MARKETING LLP by virtue of a Deed of Conveyance Being No- 060200898 for the year of 2019 duly registered at the office of District

Sub Registrar –II, Chinsurah, Hooghly and by virtue of the aforesaid two Deed of conveyance OFFLIX E-MARKETING LLP has become the 50% undivided share holder of the entire 7.02 Acre of land and PADMAWATI INFRA REALTY PRIVATE LIMITED formerly known as SRI VISHNU AWAS PRIVATE LIMITED is the owner of undivided 25% of the entire land i.e., 7.02 Acre and rest of the 25% of the undivided share of the entire land remain to Florin Nirman Pvt. Ltd.

Thus, the current Land Ownership Ratio stands as under:

Offlix E-Marketing LLP – 50%

Padmawati Infrarealty Pvt. Ltd. – 25%

Florin Nirman Pvt. Ltd. – 25%

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That the Landowers through this agreement hereby appoints and empowers the **1st LAND OWNER** i.e., **M/s OFFLIX E-MARKETING LLP**, on their behalf to execute the followings:

- a. Plotting of land as per Sanction,
- b. Construction & erection of internal roadways, pathways, internal drainage & sewage connection for the individual plots,
- c. Construction & erection of necessary green area / parks,
- d. Marking of individual plots,
- e. To Appoint Consultants / Contractors for the above mentioned purposes or any other works relating to site,
- f. To enter into Agreement of Sale with prospective buyers of Plot.

- g. To pay property tax with Rishra Municipality and Khazna payment to BL&LRO as and when required.
- h. To receive consideration, enter into registration / conveyance with prospective buyers of Plot as per the sanction received from Rishra Municipality vide ref no 1537/VIII dated 13.09.2019.
- i. To distribute the monies collected from individual buyers to the 2nd and 3rd Land Owner after deduction of expenses made on account of development of plots as mentioned herein above and further deduction of its share of revenue, as per the land ownership ratio.

THE SCHEDULE ABOVE REFERRED TO :

(The property)

ALL THAT pieces and parcels of bastu land measuring 7.02 acre more or less lying and situate at Mouza- Rishra, J.L. NO.27, Touzi No.3876, 3989 & 28B2, revenue survey No.1757, under L.R. Dag No-9169, under L.R. Khatian No-22161, 22185, 22200 and 22201, being part of New Holding No.103/3, S.C. Aown Road, Rishra-712248, Ward No. 13 under Rishra Municipality, (previously at 103/3, G.T. Road (West) under ward No. 15 of Rishra Municipality) P.S. Rishra, A.D.S.R. Serampore Office, District- Hooghly.

Sl. No.	R.S. Dag No.	RS Khaitan	Total area (in acre)
1	3818	3767	0.270
2	3819	3767	0.010
3	3820	2186	0.090
4	3821	2186	0.070
5	3822	2828	0.170
6	3823	3767	0.010
7	3825	2828	0.020

8	3828	1423	0.330
9	3829	1423	0.360
10	3830	1423	0.130
11	3831	1426 (1164)	0.330
12	3832	1422 (1426)	0.210
13	3833	1422 (1426)	0.060
14	3834	1422	0.010
15	3835	1291	0.020
16	3836	1291	0.080
17	3837	1289	0.310
18	3838	1289	0.030
19	3839	1289	0.030
20	3840	1289	0.220
21	3841	1311	0.100
22	3842	1311	0.010
23	3843	1311	0.020
24	3844	1164	0.200
25	3845	2579 (4239)	0.110
26	3846	2579	0.070
27	3847	2579 (4239)	0.230
28	3848	2579	0.070
29	3849	2579	0.150
30	3850	2579	0.090
31	3851	1422	0.250
32	3852	1422	0.080
33	3853	1422	0.090
34	3855	1424	0.070
35	3856	2579	0.080
36	3900	2186	0.080
37	3901	3685	0.935
38	3902	1291	0.050
39	3903	1291	0.080
40	3904	380	0.225
41	3905	3865	0.280
42	3906	1791	0.150
43	3907	381	0.095
44	3909	1791	0.065
45	3910	380	0.250
46	3911	1791	0.280
47	3912	1692	0.150
		TOTAL	7.020 ACRES

The said property is butted and bounded as follows:-

ON THE NORTH : By Railway line

ON THE SOUTH : Panchanantala Road

ON THE EAST : Partly by Railway Line and Partly by Small Gali

ON THE WEST : By Municipal High Drain


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

SIGNED SEALED AND DELIVERED

by the **1ST LAND OWNER**

at Kolkata before the following

Offlix E-marketing LLP



Designated Partner

SIGNED SEALED AND DELIVERED

by the **2ND LAND OWNER**

at Kolkata before the following

Padmawati Infrarealty (P) Ltd.


Director

SIGNED SEALED AND DELIVERED

by the **3RD LAND OWNER**

at Kolkata before the following

Florin Nirman Pvt. Ltd.

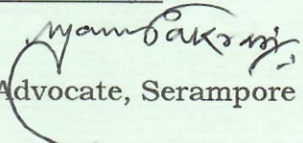

Director

In Witness of:

(1) *PARAS SHARMA*
23, Girvan Avenue,
W-2-17.

(2) *Nirmit Ghosh*
32, J.2. Nehru Rd.
KOL-700071

Drafted by :


Advocate, Serampore Court.

AYAN PAKRASI
Advocate