

20954/2022

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
Additional Registrar of
Assurances-IV, Kolkata

A.R. IV

70AB 837746
Certified that the Document is admitted of
Registration. The Signatures and the
endorsement sheets attached to this document
are the part this Document.

Additional Registrar of
Assurances-IV, Kolkata

This Deed of Release made this the 26th day of December 2022
("Deed of Release")

By:

26 DEC 2022

[1] MR. SANTI PAL (PAN - CITPP4835K & AADHAAR NO. 8242 3573 4701), aged about 63 years old AND [2] MR. SAMAR KUMAR PAL (PAN - BHEPP1056P & AADHAAR NO. 4243 4522 3010), aged about 60 years old, both sons of Late Sailendra Nath Paul, both are residing at 77A, Dr. G. S. Bose Road, Police Station and Post Office - Kasba, Kolkata - 700039, hereinafter referred to as the "Releasor" (which expression shall mean and include their respective successors, successors-in-interest, heirs, legal representatives, executors, nominees and assigns) of the **ONE PART**;

Santi Pal.
Samar Kumar Pal.

ROCHITA CONSTRUCTION PVT. LTD.

Indira Var. Aggarwal
DIRECTOR

27 AUG 2022

SL. No. 18141 DATE.....
NAME.....
ADD.....
AMT. 100.....

C. P. KAKARANIA
10, OLD POST OFFICE STREET
KOLKATA-700 001

Mousumi Ghosh

MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



Mousumi Ghosh

ADDITIONAL REGISTRAR
OF ASSURANCES-W, KOLKATA
26 DEC 2022



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192022230228748828

GRN Details

GRN:	192022230228748828	Payment Mode:	SBI Epay
GRN Date:	26/12/2022 12:54:04	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1520060098215	BRN Date:	26/12/2022 12:54:47
Gateway Ref ID:	CHL3169321	Method:	State Bank of India NB
GRIPS Payment ID:	261220222022874881	Payment Init. Date:	26/12/2022 12:54:04
Payment Status:	Successful	Payment Ref. No:	2003521696/12/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Miss Nikita Khaitan
Address:	10 old post office streer Kolkata 700001
Mobile:	8420255262
Period From (dd/mm/yyyy):	26/12/2022
Period To (dd/mm/yyyy):	26/12/2022
Payment Ref ID:	2003521696/12/2022
Dept Ref ID/DRN:	2003521696/12/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003521696/12/2022	Property Registration- Stamp duty	0030-02-103-003-02	400000
2	2003521696/12/2022	Property Registration- Registration Fees	0030-03-104-001-16	100000
Total				500000

IN WORDS: FIVE LAKH ONLY.

PAID



And

ROCHITA CONSTRUCTION PRIVATE LIMITED (PAN - AADCS6692Q), a Company registered under the provisions of the Companies Act, 1956, having its registered office at 43/3, Hazra Road, Police Station & Post Office – Ballygunge, Kolkata – 700019, being represented by its Director **MR. SURESH KUMAR AGARWAL (PAN - ACZPA5498H & AADHAAR NO. 5750 8908 9671)**, son of Mr. Ramji Lal Agarwal, working for gain at 43/3, Hazra Road, Police Station & Post Office – Ballygunge, Kolkata – 700019, hereinafter referred to as the **"Releasee"** (which expression shall mean and include its successors-in-office and/or successors-in-interest and assigns) of the **OTHER PART.**

Whereas:

- A. By an Indenture of Conveyance dated 10th July, 2013, registered with the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 14, Pages 4358 to 4381, Being No. 07374 for the year 2013 ("**Said Indenture**"), Sailendra Nath Paul, son of Late Durlav Hari Paul, therein described as the owner/vendor, with the consent and concurrence of : (i) his wife, namely Angurbala Paul, (ii) his 2 (two) sons, namely Santi Pal and Samar Kumar Pal, and (iii) his daughter, namely Anjusree Pal, therein collectively described as the Confirming Parties, in lieu of valuable consideration recorded therein, sold, transferred and conveyed, free from all encumbrances, in favour of Rochita Construction Private Limited, the Releasee herein, therein described as the Purchaser, absolutely and forever, All That his undivided 1/9th (one-ninth) share and/or interest in All That the piece and parcel of land admeasuring 8 (eight) Cottahs 4 (four) Chittacks and 15 (fifteen) Sq. Ft. more or less together with the structures standing thereon or on part thereof together with the common passage, easements and appurtenances, etc. therein and/or attached thereto, then known and numbered as Premises No.52E, Bondel Road, Kolkata - 700 019.
- B. The consideration, as recorded in the Said Indenture, in lieu whereof the said Sailendra Nath Paul had by and under the Said Indenture sold, transferred and conveyed the entirety of his right, title and interest in/to/over/in respect of the Said Premises in favour of the said Rochita Construction Private Limited ("**Present Owner**"), comprised of the following:-

- i) a sum Rs.1,00,000/- (Rupees One Lakh Only), which

Santi Pal Samar Kumar Pal, ROCHITA CONSTRUCTION PVT. LTD.
Suresh Kumar Agarwal,
 DIRECTOR



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amount was duly paid to and received by the said Sailendra Nath Paul to his complete satisfaction, on or before execution of the Said Indenture, as also recorded in the Said Indenture; and

- ii) 3 (three) numbers of Residential Flats (of the specifications detailed in the Said Indenture), comprising of 2 (two) Flats, each having a Super Built-up Area of 550 Sq. Ft. (collectively, "**Two Flats**") and 1 (one) Flat having a Super Built-up Area of 400 Sq. Ft. more or less ("**3rd Flat**"), all on the 1st (first) Floor of the front side of the building intended to form a part of the Project then envisaged to be developed and constructed by the Present Owner on *inter alia* the Said Premises and certain other pieces and parcels of land adjoining and/or abutting the Said Premises then already purchased and/or intended to be purchased by the Present Owner, together with proportionate impartible right, title and interest in the land together with common facilities, common amenities, etc. as detailed in the Said Indenture (collectively, the "**Envisaged Entitlements**"), on the understanding that:-

- a) the 2 (Two) Flats shall be handed over by the Present Owner to the said 2 (two) sons of the said Sailendra Nath Paul, namely the said Santi Pal and Samar Kumar Pal, respectively being the Releasor No. 1 and the Releasor No.2 herein and the 3rd Flat shall be handed over by the Present Owner to the said daughter of the said Sailendra Nath Paul, namely the said Anjusree Pal; and
- b) until the date of handover of the Envisaged Entitlements in the aforesaid manner, a fixed monthly sum would be payable by the Present Owner to the said Sailendra Nath Paul and/or the Releasor, as the case may be, towards rent for alternate accommodation and/or relocation charges (collectively, "**Monthly Charges**"),

thus by and under the Said Indenture, the said Sailendra Nath Paul nominated his said 3 (three) children to receive the entirety of the Envisaged Entitlements in the manner and to the extent recorded in the Said Indenture and hereinabove, as the beneficial owners thereof to the exclusion of himself as also his wife, the said Angurbala Paul, and to have the deeds of conveyance in respect of the concerned Envisaged Entitlements executed and registered in their respective favour, as applicable.

- C. Subsequently, the said Releasee herein after purchasing the entirety of the Said Premises together with certain other pieces and parcels of land adjoining and/or abutting the Said

Santi Pal Samar Kumar Pal

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Subodh Kumar Agrawal

DIRECTOR



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Premises, applied to the Kolkata Municipal Corporation for amalgamation of each of the aforesaid properties, and such application was approved by the Kolkata Municipal Corporation on 24th March, 2018 whereby the amalgamated premises was allotted Premises No. 52D, Bondel Road, Kolkata - 700019 admeasuring 70 (seventy) Cottahs 10 (ten) Chittacks and 36 (thirty six) Sq. Ft. more or less and assigned Assessee No. 11-065-060-124-5, more particularly described in the **Schedule** hereunder written ("**Said Premises**").

- D. The said Releasee herein, thereafter granted in favour of one Belani NPR Housing LLP, a limited liability partnership having its office at 257/A, Deshpran Sashmal Road, Kolkata- 700033 ("**BNHL**") the sole and exclusive right to, inter alia, develop the Said Premises.
- E. The said Sailendra Nath Paul alias Sailendra Nath Pal and his wife, the said Anguribala Paul alias Anguri Bala Pal respectively died intestate on 26th January, 2014 and 12th July, 2017, leaving them surviving Santi Pal, Samar Kumar Pal and Anjusree Pal as their only legal heirs and/or heiress and/or representatives, without in any manner having revoked and/or rescinded and/or withdrawn, in any manner and/or on any ground whatsoever or howsoever, any part or portion of the Envisaged Entitlements, and thus the said Santi Pal, Samar Kumar Pal and Anjusree Pal continued to be entitled to the Envisaged Entitlements and the Monthly Charges in the manner and to the extent stipulated in the Said Indenture as also detailed hereinabove as part consideration in lieu of sale and transfer by their father of his right, title and interest in the Said Premises.
- F. Subsequently, due to and/or on account of various financial constraints and/or exigencies on the part of and/or being suffered by the Santi Pal, Samar Kumar Pal and Anjusree Pal, the said Santi Pal, Samar Kumar Pal and Anjusree Pal collectively approached the Releasee herein with a request to convert the only part consideration payable in terms of and/or under the Said Indenture in the nature and/or form of and/or comprising the Envisaged Entitlements together with the Monthly Charges, into upfront monetary cash consideration aggregating to a sum of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) ("**Total Cash Consideration**"), on the clear and unequivocal understanding and agreement coupled with the undertaking and commitment of and by the said Santi Pal, Samar Kumar Pal and Anjusree Pal that simultaneously with the receipt by the said Santi Pal, Samar Kumar Pal and Anjusree Pal of the entirety of the Total Cash Consideration,

Santi Pal Samar Kumar Pal

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Subodh W. Agrawal
DIRECTOR



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- none of the said Santi Pal, Samar Kumar Pal and Anjusree Pal shall retain or claim or be entitled, in any manner whatsoever or howsoever, to/over/in respect of any part or portion of the Envisaged Entitlements and/or the Monthly Charges and/or the subject property and/or the project intended to be developed thereon.
- G. The Releasee on being satisfied with the said representation of the said Santi Pal, Samar Kumar Pal and Anjusree Pal, entered into a Buy Back Agreement and/or Agreement for Sale dated 5th day of May, 2022, wherein the Releasee agreed to buy back and/or accept the release of the said Envisaged Entitlements and accordingly entered into a Buy Back Agreement and/or Agreement for Sale with the said Santi Pal, Samar Kumar Pal and Anjusree Pal wherein the Releasee agreed to buy the entirety of the said Envisaged Entitlements at or for a total consideration of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only) and on the terms and conditions as mentioned therein.
- H. The said Anjusree Pal, by a Deed of Release dated the 14th day of November, 2022, registered in the office of the Additional Registrar of Assurances - IV, recorded in Book No. I, Volume No.1904-2022, Pages 1084941 to 1084966 being Deed Number 190418369 for the year 2022, the said Anjusree Pal released her share of the Envisaged Entitlements, i.e., a Super Built-up Area of 400 Sq. Ft. be the same a little more or less in the proposed Project in favour of the Releasee herein for the consideration of a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) and on the terms and conditions as stated therein.
- I. The Releasee herein, now, have made full and final payment to the Releasor of the balance of the Total Cash Consideration, i.e., a sum of Rs.1,00,00,000/- (Rupees One Crore) for release of the remaining portion of the Envisaged Entitlements, ie, an area of 1,100 sft, be the same a little more or less, (the "**RELEASOR'S ENVISAGED ENTITLEMENT**"), and on the receipt whereof the Releasor herein shall no longer retain or remain entitled, in any manner whatsoever or howsoever, to/over/in respect of any part or portion of the Envisaged Entitlements and/or the Releasor's Envisaged Entitlement and/or the Monthly Charges and/or the proposed Project, and are of their own volition executing this Deed of Release to, *inter alia*, confirm the same.

Now This Deed of Release Witnesseth as follows:-

1. The Releasor do hereby as also by and under the memo hereunder written admit, acknowledge and confirm the receipt,

Santi Pal Samar Kumar Pal

ROCHITA CONSTRUCTION PVT. LTD.

Subh Anand

DIRECTOR



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to the complete satisfaction of the Releasor of the entirety of the amount comprising their respective share of the Total Cash Consideration, paid on or before execution hereof by the Releasee to the Releasor herein, and of and from the payment of the same as also the Monthly Charges and every part thereof the Releasor do hereby and hereunder absolutely and forever acquit, release, discharge, absolve and exonerate the Releasee as well as each and every part and portion of each of the Releasor's Envisaged Entitlement, i.e., the specific entitlement of a Super Built-up Area of 550 Sq. Ft. each be the same a little more or less, after the construction of the new building and/or the proposed building on the Said Premises.

2. The Releasor do hereby and hereunder further admit, acknowledge and confirm the following:-

- i) the quantum comprising the remaining amount of the Total Cash Consideration (after payment made to Anjusree Pal for release of her share of the Envisaged Entitlement):
 - a) comprises the entirety of the consideration for release of each and every portion of the Releasor's Envisaged Entitlement due and payable to the Releasor for release of the Releasor's Envisaged Entitlement and/or Monthly Charges including all the flats, as stated in the Said Indenture and/or in place and stead of the Releasor's Envisaged Entitlement and/or under/in pursuance of the Said Indenture, and no further or other amount is due or payable by the Releasee to the Releasor on any account whatsoever or howsoever by whatever name called, whether under/in pursuance of the Said Indenture or under/in pursuance of any other document/understanding arrived at/executed simultaneously with/post execution of the Said Indenture and nothing remains due or payable to and/or receivable by the Releasor, whether in cash or in kind or in any other form or manner by whatever name called, on any ground and/or towards any account whatsoever or howsoever; and
 - b) is in full and final satisfaction of all and every manner and nature of, claim, demand, action, etc. of the Releasor to/over/in/respect of the each and every part and portion of each of the Releasor's Envisaged Entitlement, the Said Premises as it earlier stood, the proposed project/building on the Said Premises, as also against the Releasee; and

ROCHITA CONSTRUCTION PVT. LTD.

Santosh Kumar Singh
DIRECTOR



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10/10/2022

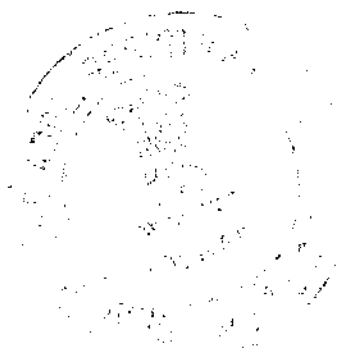
- c) has been assessed and/or arrived at by the Releasor of their own volition and without reference to the Releasee, after taking into account and having full and complete notice and knowledge of the present and future market value and/or the saleable value of the Releasor's part of the Envisaged Entitlements and every part thereof; and
- ii) every manner and nature of direct and/or indirect right, title, interest, etc., if any, of the Releasor in/to/over/in respect of the entirety and/or any portion of the Envisaged Entitlements and/or Releasor's Envisaged Entitlement and/or Monthly Charges together with all benefits, appendages, advantages, privileges, liberties, etc. of any nature whatsoever or howsoever, attached and/or appurtenant thereto and/or arising therefrom by whatever name called, including but not limited to those arising, directly and/or indirectly, from/under/in terms of/in pursuance of the Said Indenture or otherwise, both at law and in equity and/or the Said Premises and/or the proposed project and/or every part and portion thereof stood and/or stands absolutely and forever released, relinquished, surrendered, renounced, renounced, disclaimed and vested, for all intents and purposes, to, unto and in favour of the Releasee to the exclusion of the Releasor; and
- iii) the Releasor has not retained any manner or nature of right, title, interest, claim, demand, action, etc. on any ground whatsoever or howsoever, whether direct or indirect, in/to/over/in respect of/pertaining to any part or portion of the Envisaged Entitlements and/or the Said Premises; and
- iv) each and every and all the rights, powers, authorities, etc. if any that may have been granted to and/or accrued in favour of the Releasor by, under and by virtue of the Said Indenture and/or any document executed in pursuance thereof, stood and further shall be deemed to stand revoked for all intents and purposes; and
- v) the Releasor herein together with the said Anjusree Pal are the only surviving legal heirs and heiress of each of the said Sailendra Nath Paul and no other person/party/entity has, directly indirectly and/or through or under any of the Releasor, any manner or nature of right, title, interest, claim demand, action, etc. in/to/over/in respect of the respective estate of the said Sailendra Nath Paul and/or any part or portion thereof; and

Saite Pal *Suresh Kumar Pal*

ROCHITA CONSTRUCTION PVT. LTD.

Suresh Kumar Pal

DIRECTOR



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ADMINISTRASI DAERAH
KABUPATEN MELAYU
16 DES 2022

- vi) save and except the Releasor, no other person/party/entity has any, whether directly indirectly and/or whether through or under any of the Releasor, any manner or nature of right, title, interest, claim, demand, action, etc. in/to/over/in respect of the Releasor's share and/or the Releasor's Envisaged Entitlements, i.e., a Super Built-up Area of 550 Sq. Ft. each be the same a little more or less that was to be allotted to the Releasor as per the Said Indenture and/or any part or portion thereof; and
- vii) the Releasor has and have the full and absolute right, power, authority and liberty to deal with the Releasor's portion of the Releasor's Envisaged Entitlement and every part and portion thereof in the manner recorded in these presents, and there never was nor is there any embargo on the Releasor from dealing with the said portion of the Releasor's Envisaged Entitlement in any manner whatsoever or howsoever including in the manner recorded in this Deed of Release; and
- viii) the entirety of the Envisaged Entitlements is free from/of every manner and nature of encumbrances whatsoever or howsoever, whether registered or not, and none of the Releasor has not dealt with or permitted any person/party/entity to in any manner whatsoever or howsoever deal with any part or portion of the Envisaged Entitlements, nor granted any manner or nature of rights or powers or authorities in favour of any person/party/entity in respect of/pertaining to the Releasor's Envisaged Entitlement and/or any part or portion thereof; and
- ix) the Releasor has not in any manner whatsoever or howsoever, created any manner or nature of third party right or title or interest or encumbrance in/to/over/in respect of the Envisaged Entitlements and/or any part or portion thereof including the Releasor's Envisaged Entitlement; and
- x) the Releasor has not signed or executed or delivered or entered into any manner or nature of negotiations, understandings, agreements, arrangements, contracts, documents, letters of intent, etc. by whatever name called, in respect of any part or portion of the Envisaged Entitlements including the Releasor's Envisaged Entitlement, nor has the Releasor received or accepted any consideration, monetary or otherwise in lieu thereof from any person/party/entity save and except the

ROCHITA CONSTRUCTION PVT. LTD.

Sachin Pal *Samar Kumar Pal* *Sudh W. Agrawal*

DIRECTOR



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Releasee; and

- xi) no person or party or entity whatsoever have/had/has ever claimed any manner or nature of right and/or title and/or interest including but not limited to the right of pre-emption to/in/over/ in respect of the Envisaged Entitlements and/or any part or portion thereof including the Releasor's Envisaged Entitlement; and
- xii) there are no outstanding actions, claims or demands of/from/with/by any person/party/entity including but not limited to any government and/or statutory bodies and authorities, in respect of the Envisaged Entitlements and/or any part or portion thereof including the Releasor's Envisaged Entitlement; and
- xiii) the Releasor have never done, executed or performed any act, deed or thing whereby or by reason whereof, the rights, title, interest and/or powers of the Releasee in/to/over/in respect of the Said Premises and/or any part thereof could or may have been/be impaired, encumbered, impeached, challenged or disputed in any manner and/or which could expose the Releasee and/or the Said Premises and/or the Envisaged Entitlements to any risk, nor do there exist any facts or circumstances or matters which shall or may or could be likely to expose the Releasee to any risk; and
- xiv) no person/party/entity has challenged the right or title or interest of any of the Releasor to the Envisaged Entitlements on any ground whatsoever, and there exist no circumstances or facts or matters which are or may or could be likely to give rise to any such challenge; and
- xv) the Releasor has not dealt with nor permitted any person/party/entity to deal with, in any manner whatsoever or howsoever, any part or portion of the Envisaged Entitlements; and
- xvi) the Releasor is not subjected to any investigation, inquiry, process or request for information in respect of any aspect of the respective activities of the Releasor by any authority, governmental body, department, board or agency etc., which may in any manner affect or impact the transaction recorded in these presents, and no such procedures are pending nor do any facts or circumstances or matters exist which are or may or could be likely to give rise to any such procedure; and

ROCHITA CONSTRUCTION PVT. LTD.

Sachin Pal
Sachin Kumar Pal

Suresh W. Agrawal
 DIRECTOR



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- xvii) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, suits, claims, legal proceedings, litigations, complaints, actions, governmental and/or other investigations, grievances, inquiries, orders, judgments or decrees of any nature made or existing or pending before any Court, Tribunal, statutory or governmental body, department, board or agency, nor are any of the aforesaid threatened or anticipated, either in respect of any part or portion of the Envisaged Entitlements or against the Releasor, nor has the Releasor received any notice in respect of any of the aforesaid and/or any other notice which may prejudicially affect any of the transactions recorded herein and/or otherwise; and
- xviii) no communication, notice, intimation, etc. has been issued by any governmental and/or any other authority which has or would or could have the effect of impacting the transaction recorded herein; and
- xix) the Releasor has not in any manner or nature of claim, demand, action, etc. against either the Releasee or the Said Premises on any ground whatsoever or howsoever; and
- xx) the Releasor does not hold nor is entitled to hold any manner or nature of possession of any part or portion of the Said Premises.
3. The Releasor do hereby and hereunder covenant, warrant, undertake and declare:-
- i) not to do, execute, perform or permit the doing, execution of performance of any acts, deeds or things in respect of the Envisaged Entitlements and/or the Said Premises and/or the proposed project and/or part or portion thereof including but not limited to in pursuance of the rights, powers and authorities, if any granted to and/or accrued in favour of the Releasor by, under and by virtue of the Said Indenture and/or any document executed in pursuance thereof; and
- ii) not to make, raise, set up, initiate, etc. against the Releasee and/or any of its directors, partners, shareholders, stakeholders, officers, personnel, etc. of the Releasee, any manner/nature of claim, demand, action, etc., monetary and/or otherwise, on any ground whatsoever, whether the same pertains to the Envisaged Entitlements and/or to the past or to the present or to the

Santa Pal

Santosh Kumar Pal

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Sudhakar Agrawal
DIRECTOR



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future including but not limited to any issue or matter for the period prior to the purchase of the Said Premises by the Releasee and/or for the period during which the Releasee has been the owner thereof and/or of the Said Premises; and

- iii) not to implement, enforce or execute or seek to implement, enforce or execute in any manner whatsoever or howsoever the Said Indenture and/or any other agreement and/or arrangement, if any, concerning the Envisaged Entitlements; and
 - iv) to, at the cost and expense of the Releasee and without further consideration, monetary or otherwise, do, execute and perform such acts, deed and things as also sign, execute and deliver such deeds, documents, etc. as may be determined and/or requested from to time by the Releasee at the sole and absolute discretion as being necessary or desirable to give full effect to the understanding and agreement as recorded in this Deed of Release ; and
 - v) at the cost, expense and liability of the Releasor, within a maximum period of 30 (thirty) days from the date hereof, to change the address of the Releasor as also that of the respective family members of the Releasor of the several documents including but not limited to in the passports, voter cards, aadhaar cards, mobile phone bills, wi-fi bills amongst others as also in the records of several government and/or statutory and/or other authorities including but not limited to the income tax authorities as also the several bank accounts, such that the same do not record the address of the Said Premises.
4. Each of the representations, assurances, warranties and covenants contained/recorded anywhere in this Deed of Release are true and correct, and shall survive and remain subsisting at all times, with the Releasor admitting and acknowledging that the Releasee, believing the same to be true and correct, placing complete reliance thereon and acting solely on the faith and basis thereof, has made payment of the Total Cash Consideration to/in favour of the Releasor.
5. The Releasor hereby agrees to indemnify, defend and hold harmless the Releasee, against and in respect of any and all liabilities, losses, costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), pertaining to and/or by reason of inter alia: (i) the non-

Sante Pal
Santosh Kumar Pal

ROCHITA CONSTRUCTION PVT. LTD.

Sanjay Kumar Pal
DIRECTOR



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performance and non-observance by the Releasor of any of the terms stipulated herein; and/or (ii) acts of negligence or misconduct by the Releasor; and/or (iii) breach of the provisions of this Deed of Release by any the Releasor; and/or (iv) any representation and/or warranty of/by the Releasor found to be misleading or untrue, or any breach by the Releasor of any representations, warranties etc. recorded in this Deed of Release; and/or (v) any third party demand or claim or action in respect of any part or portion of the Envisaged Entitlements including the Releasor's Envisaged Entitlement and/or under the Said Indenture; and/or (vi) any encumbrance on and/or any issue or any claim or demand or legal proceeding in respect of/to any part or portion of the Envisaged Entitlements including the Releasor's Envisaged Entitlement and/or in pursuance of the Said Indenture; and/or (vii) any *inter se* disputes between/amongst the Releasor on any ground whatsoever or howsoever it being clarified that the invocation of indemnity by the Releasee against any of the said Releasor shall not absolve the Releasor from their respective liability(ies) and obligation(s) to/towards the Releasee.

6. The Releasor have of their own free will and volition irrevocably surrendered, relinquished, released, disclaimed, etc. the Releasor's portion of the including the Releasor's Envisaged Entitlement and/or the entirety of the Envisaged Entitlements in lieu of receipt of the Total Cash Consideration, as also signed, executed and delivered this Deed of Release, without the Releasor having being coerced and/or influenced by any party/person/entity, and the same having since been duly implemented and/or given due effect to, shall be and shall remain irrevocably valid and binding on the Releasor, enforceable, *inter alia*, against the Releasor further covenant and undertake not to challenge and/or dispute the same on any ground whatsoever or howsoever.
7. This Deed of Release constitutes the entire understanding and agreement between the Parties including pertaining to the subject matter hereof and supersedes all prior agreements, understandings, agreements, etc. by whatever name called in respect thereof and/or in respect of the Envisaged Entitlements.
8. For the purpose of this Deed of Release, the valuation slip and/or the query of this Deed of Release has been generated as a sale document for the Envisaged Entitlement(s).

ROCHITA CONSTRUCTION PVT. LTD.

Sanjay Kumar Pal
DIRECTOR

Sanjay Kumar Pal

Sanjay Kumar Pal



DEC 20 2022

The Schedule Above Referred To

("Said Premises")

All That the piece and parcel of land admeasuring 3 (three) Bighas 10 (ten) Cottahs 10 (ten) Chittacks 36 (thirty six) Sq. Ft. more or less together with all structures standing thereon, situate, lying at and being Premises No. 52D, Bondel Road, Kolkata - 700019, Police Station - Karaya, Post Office : Ballygunge, within the Ward No. 065 of the Kolkata Municipal Corporation, Assessee No. 11-065-06-0124-5, (Road Zone - Ashutosh Chandra Avenue to Baman Para Lane) and butted and bounded as follows:-

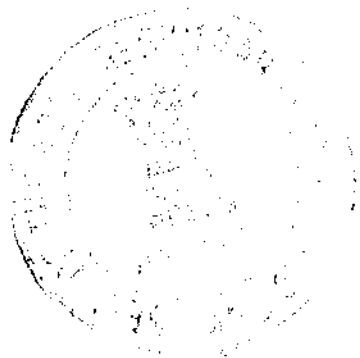
- On The North:** By Premises No. 8, Rifle Range Road, Kolkata;
- On The South:** By K.M.C. Road known as Bondel Road;
- On The East:** Partly by common passage, partly by Premises No.56, Bondel Road, Kolkata, partly by Premises No. 7/3, Rifle Range Road, Kolkata and partly by Premises No. 8, Rifle Range Road, Kolkata; and
- On The West:** Partly by Premises No. 52B, Bondel Road, Kolkata, partly by Premises No. 46/2E, Bondel Road, Kolkata, partly by Premises No. 47/B, Bondel Road, Kolkata, partly by Premises No. 38H, Bondel Road, Kolkata, and partly by Premises No. 38/D, Bondel Road, Kolkata.

Or howsoever the same may be butted, bounded known and numbered.

ROCHITA CONSTRUCTION PVT. LTD.

Sudhakar Agrawal
DIRECTOR

Santa Pal
Somas Kumar Pal



✓

UNIVERSITY OF CALIFORNIA
LIBRARY
20 DEC 2022

In Witness Whereof each of the Releasor have respectively executed and delivered this Deed of Release on the date, month and year hereinabove mentioned.

Executed and Delivered by the Releasor at Kolkata in the presence of:

- 1] Keya Pal 52/E Bondel Road
KOL - 19
- 2] Pranitu Pal
52/E Bondel Rd KOL - 19.
- 3] Debabrata Banerjee
A/4, C.R. Colony, KOL - 92

Santi Pal

Santi Pal

Samar Kumar Pal

Samar Kumar Pal

Executed and Delivered by the Releasee at Kolkata in the presence of:

- 1] Keya Pal
- 2] Pranitu Pal
- 3] Debabrata Banerjee

ROCHITA CONSTRUCTION PVT. LTD.

Suresh Kumar Agarwal

DIRECTOR

Suresh Kumar Agarwal

Drafted and prepared By

Nikita Khaitan

Nikita Khaitan

Advocate, High Court, Calcutta
F/1151/1054/2017



✓

ADDITIONAL REGISTRAR
LEMBAGA AKREDITASI KESEHATAN
28 DEC 2022

Memo of Consideration

Received by the within named Releasor from the within named Releasee the amount as noted herein below, being the entire consideration payable by the Releasee to the concerned Releasor in lieu of the Envisaged Entitlements, aggregating to a total sum of Rs.1,00,00,000/- (Rupees One Crore Only):-

- | | |
|---|--------------------------------|
| i) By Cheque No.464461 dated 5 th May, 2022, drawn on State Bank of India, Bhowanipore Branch, Kolkata, in favour of Santi Pal for a Sum of | Rs. 2,00,000/- |
| ii) By Cheque No.612556 dated 26th December 2022 drawn on State Bank of India, Bhowanipore Branch, Kolkata, in favour of Santi Pal for a Sum of | Rs.47,50,000/- |
| iii) By way of Tax Deductible at Source u/s 194-IA to the Account of Santi Pal. | Rs. 50,000/- |
| iv) By Cheque No.464462 dated 5 th May, 2022, drawn on State Bank of India, Bhowanipore Branch, Kolkata, in favour of Samar Kumar Pal for a Sum of | Rs. 2,00,000/- |
| v) By Cheque No.612555 dated 26th December 2022 drawn on State Bank of India, Bhowanipore Branch, Kolkata, in favour of Samar Kumar Pal for a Sum of | Rs.47,50,000/- |
| vi) By way of Tax Deductible at Source u/s 194-IA to the Account of Samar Kumar Pal. | Rs. 50,000/- |
| Total :- | <u>Rs.1,00,00,000/-</u> |

(Rupees One Crore Only)

WITNESS :

1] Keya Pal.

Santi Pal

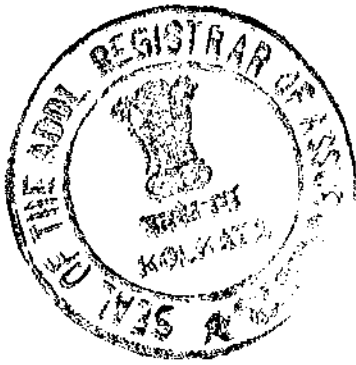
Signature of the SANTI PAL

2] Praneta Pal

3] Debabrata Banerjee

Samar Kumar Pal

Signature of the SAMAR KUMAR PAL















ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2022













ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 DEC 2022

FORM FOR EXECUTION & FINGER PRINTS













NAME :

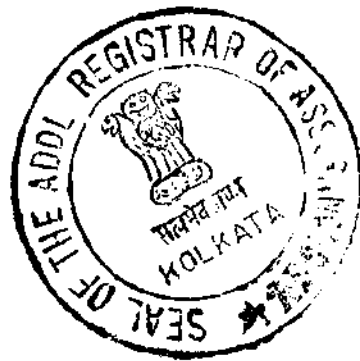
EXECUTION & SIGNATURE 		 Little	 Ring	 Middle	 Fore	 Thumb	
	Description :- Status :-		(LEFT HAND)				
			 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)							

NAME :

EXECUTION & SIGNATURE 		 Little	 Ring	 Middle	 Fore	 Thumb	
	Description :- Status :-		(LEFT HAND)				
			 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)							

NAME :

EXECUTION & SIGNATURE 		 Little	 Ring	 Middle	 Fore	 Thumb	
	Description :- Status :-		(LEFT HAND)				
			 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)							



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
26 DEC 2022

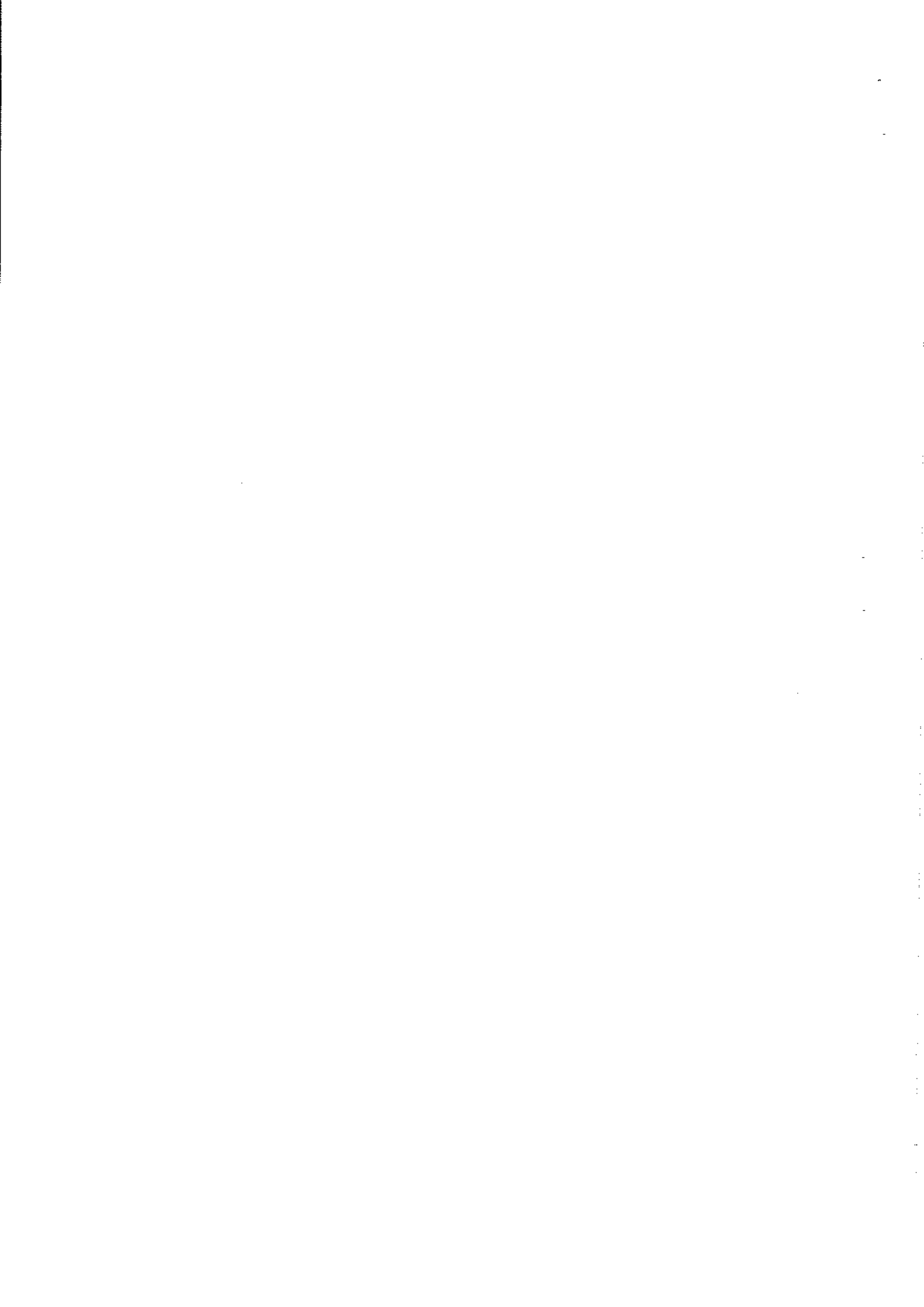
Major Information of the Deed

Deed No :	I-1904-20862/2022	Date of Registration	26/12/2022
Query No / Year	1904-2003521696/2022	Office where deed is registered	
Query Date	13/12/2022 8:24:19 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Nikita Khaitan 10 Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420255262, Status : Advocate		
Transaction	Additional Transaction		
[0101] Sale, Sale Document			
Set Forth value	Market Value		
Rs. 1,00,00,000/-	Rs. 1,00,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 4,00,010/- (Article:23)	Rs. 1,00,084/- (Article:A(1))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		







Apartment Details :

District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Premises No: 52E, Ward No: 000, Road: Bondel Road, Pin Code : 700019

Sch No.	Mouza/Road Zone	Plot	Khatian	Floor Area (in Sq.Ft.)	Set Forth Value (in Rs.)	Market value (in Rs.)	Other Details
A1	, Zone Name: (Ashutosh Ch Avenue -- Bamun Para Lane),			Super Built-up Area: 550	50,00,000 /-	50,00,000/-	Floor No: 1, Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Yet to be constructed
A2	, Zone Name: (Ashutosh Ch Avenue -- Bamun Para Lane),			Super Built-up Area: 550	50,00,000 /-	50,00,000/-	, Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility, New Flat ,Status of Completion : Yet to be constructed





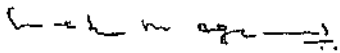
Seller Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Samar Kumar Pal Son of Late Sailendra Nath Pal Executed by: Self, Date of Execution: 26/12/2022 , Admitted by: Self, Date of Admission: 26/12/2022 ,Place : Office			
	26/12/2022	LTI 26/12/2022	26/12/2022	
Dr G.S. Road, 77A, City:- Not Specified, P.O:- Behala, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700039 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BHxxxxxx6P, Aadhaar No: 42xxxxxxxx3010, Status :Individual, Executed by: Self, Date of Execution: 26/12/2022 , Admitted by: Self, Date of Admission: 26/12/2022 ,Place : Office				
2	Name Mr Santi Pal Son of Late Sailendra Nath Paul Executed by: Self, Date of Execution: 26/12/2022 , Admitted by: Self, Date of Admission: 26/12/2022 ,Place : Office			
	26/12/2022	LTI 26/12/2022	26/12/2022	
Bondel Road, 52E, Bondel Road, City:- Not Specified, P.O:- Karaya, P.S:-Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CIxxxxxx5K, Aadhaar No: 82xxxxxxxx4701, Status :Individual, Executed by: Self, Date of Execution: 26/12/2022 , Admitted by: Self, Date of Admission: 26/12/2022 ,Place : Office				




Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Rochita Construction Private Limited Gariahat Road, P 40A, City:- Not Specified, P.O:- Gariahat, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 , PAN No.:: AAxxxxxx2Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Suresh Kumar Agarwal (Presentant) Son of Mr Ramji Lal Agarwal Date of Execution - 26/12/2022, , Admitted by: Self, Date of Admission: 26/12/2022, Place of Admission of Execution: Office			
		Dec 26 2022 4:13PM	LTI 26/12/2022	26/12/2022
Hazra Road, 43/3, City:- Not Specified, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx8H, Aadhaar No: 57xxxxxxxx9671 Status : Representative, Representative of : Rochita Construction Private Limited (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Pranita Paul Daughter of Sachin Paul 52E, Bondel Road, 11/2, City:- Kolkata, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019			
	26/12/2022	26/12/2022	26/12/2022
Identifier Of Mr Samar Kumar Pal, Mr Suresh Kumar Agarwal, Mr Santi Pal			

Transfer of property for A1

SI.No	From	To. with area (Name-Area)
1	Mr Samar Kumar Pal	Rochita Construction Private Limited-275.000000 Sq Ft
2	Mr Santi Pal	Rochita Construction Private Limited-275.000000 Sq Ft

Transfer of property for A2

SI.No	From	To. with area (Name-Area)
1	Mr Samar Kumar Pal	Rochita Construction Private Limited-275.000000 Sq Ft
2	Mr Santi Pal	Rochita Construction Private Limited-275.000000 Sq Ft

On 26-12-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 14:12 hrs on 26-12-2022, at the Office of the A.R.A. - IV KOLKATA by Mr Suresh Kumar Agarwal ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,00,00,000/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 26/12/2022 by 1. Mr Samar Kumar Pal, Son of Late Sailendra Nath Pal, Dr G.S. Road, 77A, P.O: Behala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Business, 2. Mr Santi Pal, Son of Late Sailendra Nath Paul, Bondel Road, 52E, Road: Bondel Road, , P.O: Karaya, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

Indetified by Pranita Paul, , , Daughter of Sachin Paul, 52E, Bondel Road, 11/2, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession House wife

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 26-12-2022 by Mr Suresh Kumar Agarwal, Director, Rochita Construction Private Limited (Private Limited Company), Gariahat Road, P 40A, City:- Not Specified, P.O:- Gariahat, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Pranita Paul, , , Daughter of Sachin Paul, 52E, Bondel Road, 11/2, P.O: Ballygunge, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,084.00/- (A(1) = Rs 1,00,000.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 1,00,000/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/12/2022 12:54PM with Govt. Ref. No: 192022230228748828 on 26-12-2022, Amount Rs: 1,00,000/-, Bank: SBI EPay (SBlePay), Ref. No. 1520060098215 on 26-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 4,00,000/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 4,00,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 18141, Amount: Rs.10.00/-, Date of Purchase: 27/08/2022, Vendor name: M Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/12/2022 12:54PM with Govt. Ref. No: 192022230228748828 on 26-12-2022, Amount Rs: 4,00,000/-, Bank: SBI EPay (SBlePay), Ref. No. 1520060098215 on 26-12-2022, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

1

2

3

4

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 4364 to 4389
being No 190420862 for the year 2022.



Mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.01.04 11:39:01 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/01/04 11:39:01 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)