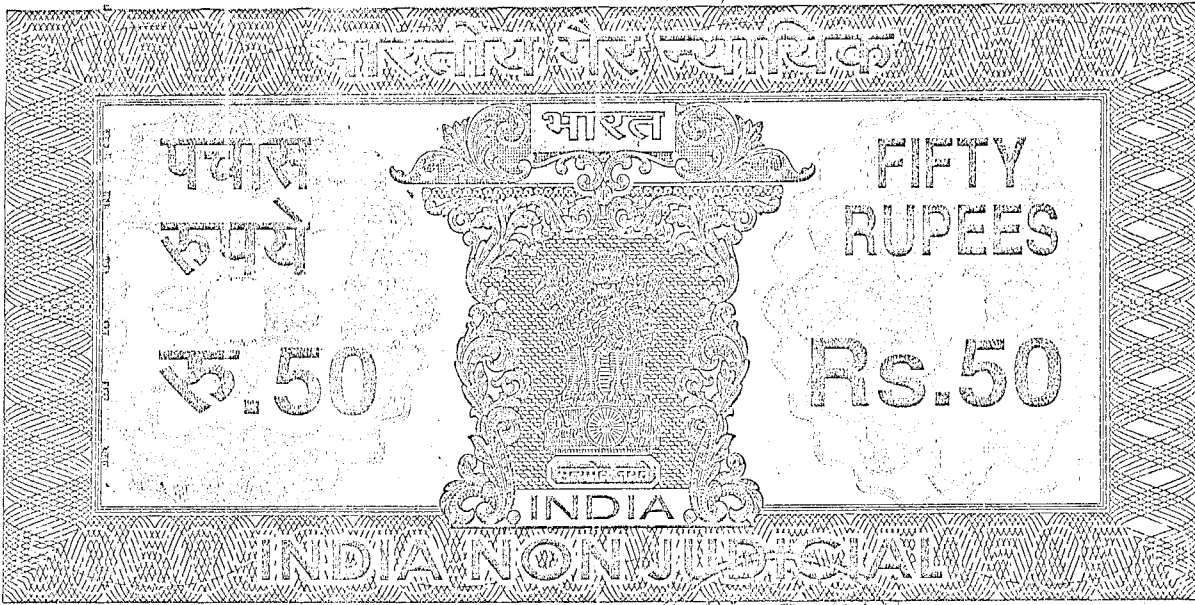
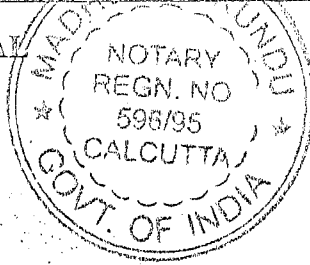


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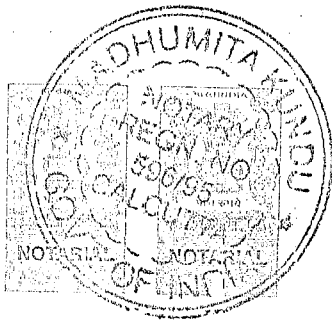


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

S 031578



THIS AGREEMENT FOR AMALGAMATION BY WAY OF EXCHANGE is made this the 12<sup>th</sup> day of ~~June~~ <sup>June</sup>, TWO THOUSAND SEVENTEEN BETWEEN **STARLITE INFRACON PVT. LTD.** (Pan No. AASCS5496D) a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatma Gandhi Road, Kolkata-2007, P. S. Jorsanko,

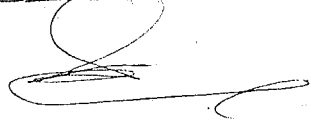


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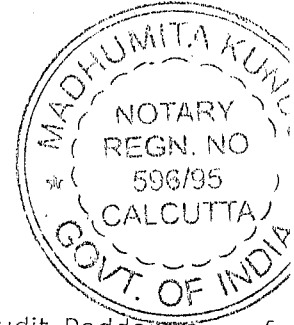
T.C. RAY & CO.  
Solicitors & Advocates  
1, B. Old Post Office Street  
3rd Floor, Kolkata-700001

NAME.....  
AC.....  
RS.....

12 MAY 2015  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kol-1



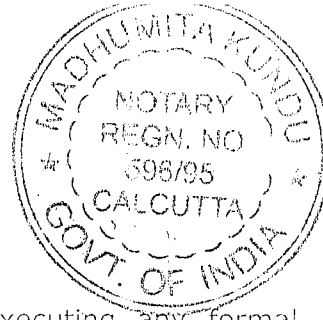
12 MAY 2015  
12 MAY 2015



being represented by its Director viz. Mr. Mudit Poddar, son of Manoj Kumar Poddar and duly empowered and authorised on that behalf, hereinafter called the party hereto of the **FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **ONE PART AND ASOK KUMAR BHATTACHARYA**, son of Late Ganesh Chandra Bhattacharya (PAN NO. AVMPB2943H) a citizen of India and at present residing at No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24 Parganas (South), Kolkata - 700 151 hereinafter referred to as the party hereto of the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, legal representatives, executors, successors and/or assigns) of the **OTHER PART** :

W H E R E A S :

- A. By a deed of conveyance dated 27<sup>th</sup> August, 2013 and made between Amit Kumar Ganguly, Smt. Arpita Mitra, Smt. Nandita Ganguly and Bhaskar Mitra therein described as the Vendors of the One Part and the party hereto of the First Part therein described as the Purchaser of the Other Part and registered in the office of the DSR-IV, Sonarpur, South 24 Parganas and recorded in Book No. I, being Deed No. 07097 for the year 2013 the said Amit Ganuly and three others as such Vendors for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the party hereto of the First Part therein described as the Purchaser **ALL THAT** the piece and parcel of land containing by estimation an area of 2 Bighas, 6 Chittacks and 8 sq. ft. equivalent to 77 Decimals more or less and comprised in RS Dag Nos. 3102, 3103 and 3104 appertaining to RS Khatian Nos. 666 and 684/2, JL No. 71, Pargana-Magura, Mouza-Jagatdal, PS & Sub-registry office Sonarpur, District-24 Parganas South within Ward No. 25 of Rajpur Sonarpur Municipality hereinafter for the sake of brevity referred to as the First Property being Lot-"A" hereto.
- B. At all material times one Abinash Chandra Chakraborty was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu, Bagan and Doba land containing an aggregate area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. more or less and comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 containing an area of 14 satak appertaining to LR Khatian No. 1315/1 and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 containing an area of 77 satak and appertaining to LR Khatian No. 411.
- C. That the said Abinash Chandra Chakraborty installed a private family deity SREE SREE RAJ BALLAV SHIB THAKUR in a part of the said premises comprised RS Dag No. 3105 LR Dag No. 3142 and continued to carry on the daily seba puja at his own costs



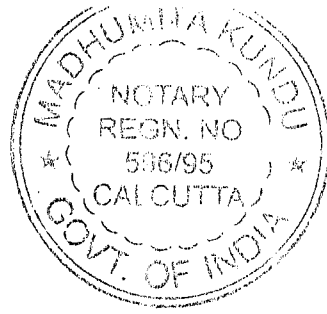
and expenses without creating and/or executing any formal Deed of Trust or Debutter for installation of the said deity and/or performance of the daily seba puja.

- D. The said Abinash Chandra Chakraborty who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving this two daughters Smt. Radha Rani Bhattacharjee and Smt. Provati Chakraborty as his only legal heiresses, under the Hindu Law of Succession his wife Smt. Nirmal Nalini Chakraborty having predeceased him.
- E. By virtue of intestate succession Ganesh Chandra Bhattacharya and Sunil Kumar Bhattacharjee both sons of Smt. Radha Rani Bhattacharjee and Amar Chakraborty son Smt. Provati Chakraborty assumed the office of Shebaitship of the said Deity being the male legal heirs or representative of the deceased Shebait.
- F. The said Sunil Kumar Bhattacharya and Amar Chakraborty did not perform any seba puja and relinquished their respective rights unto and in favour of Ganesh Chandra Bhattacharya by two several Bengali Deeds of Conveyance dated 14<sup>th</sup> July, 1953 and 12<sup>th</sup> October, 1955 and registered in the office of the Sub-Registrar Baruiপুর and recorded in Book No. I, Being Deed No. 5592 for the year 1953 and recorded in Book No. I, Being Deed No. 6894 for the year 1955 respectively.
- G. The said Ganesh Chandra Bhattacharya thereafter out of his own will and volition continued act as the sole sebait of SREE SREE RAJ BALLAV SHIB THAKUR until the time mentioned hereafter.
- H. After retirement from service it became difficult on the part of the said Ganesh Chandra Bhattacharya to continue to carry on the daily seba puja and in the circumstances he had no option but filed an application under Sections 34 and 36 of the Indian Trust Act praying seeking permission from the Court of the District Judge at Alipore so as to sell and transfer the said land held by the said Deity for the welfare and benefit and seba puja of the deity on such terms as to the Ld. Court would deem fit and proper and the said application was registered as Misc. Case No. 267 of 1988.
- I. By an order dated 19<sup>th</sup> November, 1988 Sri G. R. Bhattacharjee, District Judge at Alipore disposed of the said matter being Misc. Case No. 267 of 1988 thereby observed that the Debutter created as aforesaid is a private Debutter and as such no permission of the Court is necessary in Law, and accordingly by the said order the said Ganesh Chandra Bhattacharya was granted leave to deal with the said premises at his discretion for the welfare and benefit of the said Deity.
- J. The said Ganesh Chandra Bhattacharya who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife Smt. Nandarani Bhattacharya, son Asok Kumar Bhattacharya and daughters Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and



Suman Chakraborty all being sons of his predeceased daughter Smt. Reba Chakraborty as his only legal heirs and heiresses under the Hindu Law of Succession who thus inherited the said premises jointly and in equal 1/6<sup>th</sup> share each save that the last three named persons jointly acquired and undivided 1/6<sup>th</sup> part or share therein.

- K. The heirs and legal representatives of the said Ganesh Chandra Bhattacharya, deceased mutually agreed to deal with and dispose of the said premises and to utilize the part of the consideration derived from RS Dag No. 3106 for the betterment and welfare of SREE SREE RAJ BALLAV SHIB THAKUR.
- L. It is further mutually agreed by the legal heirs and representatives of Ganesh Chandra Bhattacharya, deceased that all other heirs and legal representatives namely Smt. Nandarani Bhattacharya, Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty would release and relinquish their respective rights and interests in or upon the said premises unto and in favour of the Second Party herein absolutely and forever so as to empower him to deal with the said premises and assume the office of the Shebait for such purpose so as to enable them to carry out the daily seba puja of the said Deity.
- M. The said Smt. Nandarani Bhattacharya, Smt. Rekha Bhattacharya, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty have recorded their intention of releasing and relinquishing their share or interest in the said premises absolutely and forever in favour of the Second Party herein by several affidavits affirmed by each of them before the Ld. Chief Metropolitan Magistrate, Kolkata.
- N. Thus, the Second Party herein became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 appertaining to LR Khatian No. 1315/1 containing an area of 14 satak be the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less and hereinafter for the sake of brevity referred to as the Second Property being Lot "D" hereto.
- O. It has been agreed by and between the parties hereto for convenience of use and enjoyment they would exchange their respective undivided and/or fractional share or interest in the properties aforesaid, that is to say, the said party hereto of the One Part shall convey its undivided 15% share in the First Property unto and to the use of the parties hereto of the Other

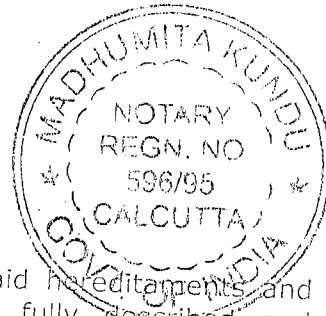


Part in consideration of the said party hereto of the other part conveying and transferring his undivided 15% share in the Second Property unto and to the use of the said party hereto of the One Part, and the said properties are adjacent and contiguous to each other.

- P. The parties hereto of the One part and the other part have now agreed to execute this agreement for amalgamation by way of exchange in the manner as hereunder contained and for the purpose of this deed each of the said undivided share in the First Property and the Second Property has been valued at Rs. 2,00,000/-.
- Q. The parties hereto have for mutual beneficial interest have agreed to amalgamate their respective holdings of the First Property and Second Property by way of exchange for more convenient and beneficial use and utilization of the said First Property and Second Property which are adjacent and contiguous to each other.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as hereunder :

- I. In view of the said agreement and in consideration of the First Party hereto conveying to the Second party 15% of his share in the First Property more fully described and mentioned in the **FIRST SCHEDULE** hereunder and in consideration of the Second Party agreeing to convey to the First Party undivided 15% share of the Second Property more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written the party hereto of the First Part doth hereby agree to grant, convey and transfer by way of exchange unto and in favour of the Second Party absolutely and forever ALL THAT 15% share of the said FIRST PROPERTY, more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written TOGETHER WITH all and singular the legal incidents thereof, which the said First Party herein is now capable of passing therein TOGETHER ALSO WITH all buildings, fixtures, yards, courts, areas, sewers, drains, ways, paths, passage, common fences, walls, waters, water courses, lights, rights, liberties, privileges, easements and appurtenances whatsoever to the said First Property belonging or in anywise appertaining or usually enjoyed or held therewith or reputed to belong or to be appurtenant thereto AND all the estate right title interest claim and demand whatsoever of the said First Property mentioned in the **FIRST SCHEDULE** hereunder written TOGETHER FURTHER WITH all deeds documents and muniments of title whatsoever in anywise relating to or concerning the said hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession, power or control of the said party hereto of the First Part or any other person or persons from whom they may procure the same without any action or suit TO HAVE AND TO HOLD the said undivided share of the said party



hereto of the First Part of and in the said hereditaments and premises being the **FIRST PROPERTY** fully described and mentioned in the **FIRST SCHEDULE** hereunder written and hereby granted, conveyed and transferred to the said party hereto of the Second Part the said undivided share of the said First Part of and in the said hereditaments and premises, more fully described in the **FIRST SCHEDULE** hereunder written unto and to the use of the said Second Party hereof and the said Second Party hereto of the Other Part doth hereby grant, convey and transfer by way of exchange unto the said party hereto of the First Party ALL THAT the said undivided 15% share of the Second Party hereto of the Other Part of and in the said hereditament and premises being the Second Property, more fully described and mentioned in the **SECOND SCHEDULE** hereunder written TOGETHER WITH all and singular the legal incidents thereof which the said parties hereto of the Other Part is now capable of passing therein TOGETHER ALSO WITH all buildings, fixtures, yards, courts, areas, sewers, drains, ways, paths, passage, common fences walls, waters water courses, lights, rights. Liberties, privileges, easements and appurtenances whatsoever to the said hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or to be appurtenant thereto AND all the estate right title interest claim and demand whatsoever of the said parties hereto of the Other Part in to or upon the said hereditaments and premises or any part thereof TOGETHER FURTHER WITH all deeds documents and muniments of title whatsoever in anywise relating to or concerning the said hereditaments and premises i.e. the Second Property or any part thereof which now are or hereafter shall or may be in the possession power or control of the said Second Party hereto of the other part or any other person or persons from he or they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said undivided share of the said hereditaments and premises being the Second Property hereto hereby intended to be transferred or expressed or intended so to be UNTO AND TO THE USE of the First Part absolutely and forever.

AND delineated and shown in the map or plan annexed hereto and thereon Lot-"A" is enclosed within blue border line, Lot-"D" is enclosed within Red border line.

- II. AND each of the said parties hereto of the One Part and the Other Part doth hereby further mutually covenant with the other of them as follows :-
  1. Either of them as the case may be hath now in itself or themselves, as the case may be, good right full power and absolute authority to grant convey and transfer their undivided share of the hereditaments and premises hereby grantee conveyed and transferred by way of exchange or intended or expressed so to be by him or her, as the case may be, unto and to the use of the other of them in the manner aforesaid

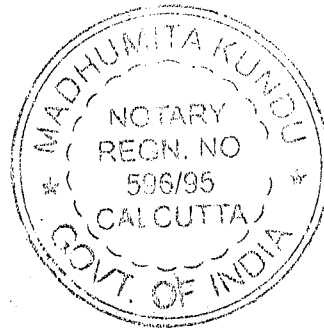


2. That the parties hereto shall and may at all time hereafter peaceably and quietly enter upon occupy possess and enjoy the hereditaments and premises conveyed and transferred to either of them and receive the rents, issues and profits thereof for her or their own benefit without any suit eviction interruption claim or demand whatsoever from it or their or their heirs or assigns or any of them or any person or persons lawfully or equitably claiming from under or in trust for them or any of them.
3. That the hereditaments and premises hereby conveyed and transferred by the them or any of them, as the case may be, is not subject to any notice or requisition or acquisition or is not subject to nay change or other encumbrances on account of any arrears of rent, revenue, income tax or any other statutory or other claims whatsoever or howsoever.
4. Either of the parties hereto and all persons having or lawfully claiming any estate or interest whatsoever in the hereditaments and premises respectively conveyed or transferred by one to the other, as the case may be or any part thereof shall and will from time to time and at all times hereafter at the request and costs of the other of them do and execute or cause to be done and executed such further and other acts deeds matters and things whatsoever for the better and more perfectly assuring the said hereditaments and premises conveyed or transferred to her by the other party and every part thereof unto and to the use of to whom it is conveyed or transferred in the manner aforesaid as by her or her heirs, executors, administrators, representatives or assigns shall be reasonably required.
5. The parties have jointly and mutually agreed to get this document executed before a notary public for execution and implementation thereof without any reservation and/or restrictions whatsoever.
6. The parties hereto jointly and severally agree and confirm to make, prepare and file an affidavit of declaration confirming and asserting that this agreement for amalgamation by way of exchange is being executed by them out of their own free will and volition without being influenced in any manner whatsoever and they and/or their any person claiming through or under them shall challenge the said amalgamation at any time hereafter.

THE FIRST SCHEDULE ABOVE REFERRED TO :

**ALL THAT** 15% share in the piece and parcel of land containing by estimation an area of 2 Bighas, 6 Chittacks and 8 sq. ft. equivalent to 77 Decimals more or less and comprised in RS Dag Nos. 3102, 3103 and 3104 appertaining to RS Khatian Nos. 666 and 684/2, JL No. 71, Pargana-Magura, Mouza-Jagatdal, PS & Sub-registry office, Sonarpur, District-24 Parganas South within Ward No. 25 of Rajpur Sonarpur Municipality.





THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT 15% share in the pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 appertaining to LR Khatian No. 1315/1 containing an area of 14 satak be the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less being No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24 Parganas (South), Kolkata - 700 151 and butted and bounded i.e. say :

ON THE NORTH : By House of Ashish Chakraborty

ON THE SOUTH : By Part of RS Dag No. 3106

ON THE EAST : By the Plot of Starlite Infracon Pvt. Ltd. And

ON THE WEST : By 12' common passage

AND WHATSOEVER OTHERWISE the said premises are described and/or distinguished.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the -----day of ---  
----- 2017.

SIGNED SEALED AND DELIVERED  
by the First party at Kolkata  
in the presence of:

STARLITE INFRACON PVT. LTD.

*[Signature]*  
Director

*Asok Kumar Bhattacharya*

SIGNED SEALED AND DELIVERED  
by the Second Party at Kolkata  
in the presence of:

*[Signature]*  
MADHUMITA KUNDU  
NOTARY, GOVT. OF INDIA  
S. C. C. BAR ASSOCIATION  
2&3, KIRAN SANKAR ROY ROAD  
CALCUTTA - 700 001

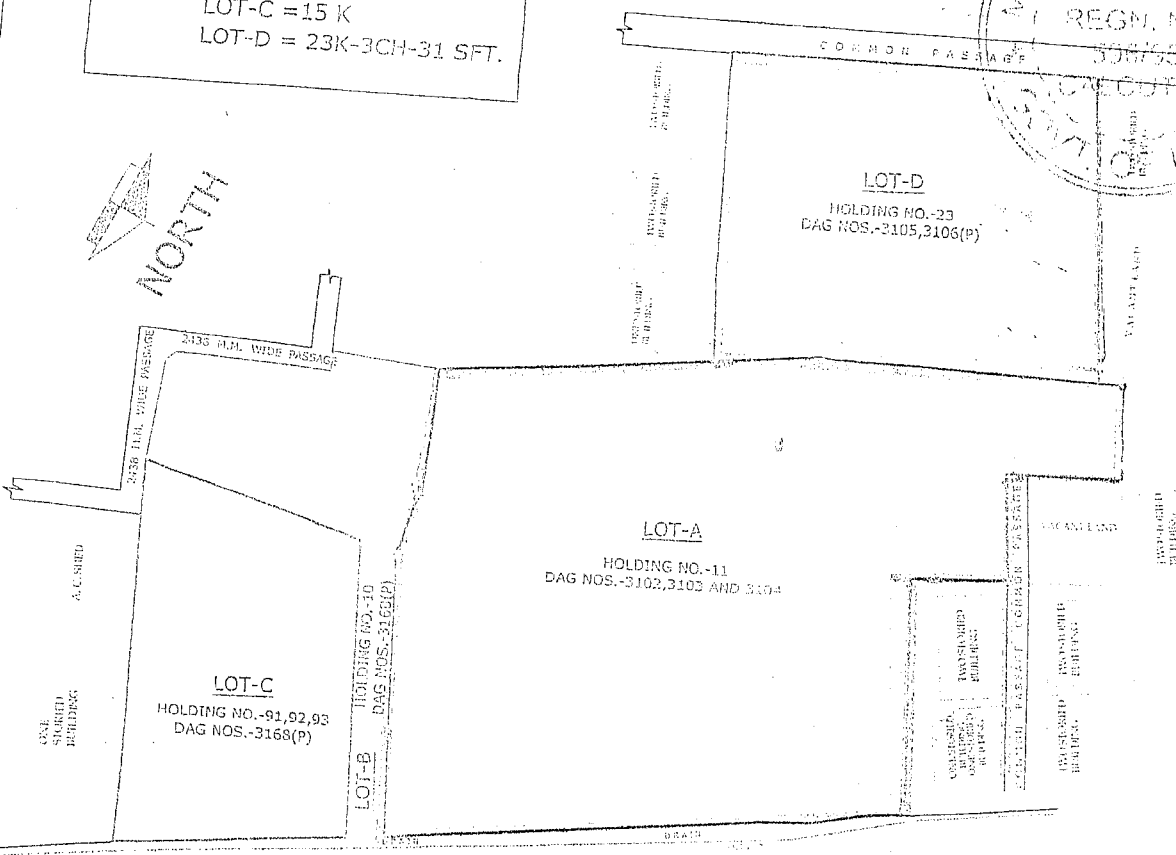
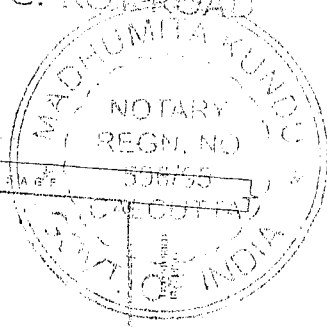
1 JUN 2017

*[Signature]*

AMALGAMATION PLAN AT MOUZA - JAGADDAL, J.L. NO-71,  
PART OF DAG NO.-3102, 3103, 3104, 3105, 3106(P), AND 3168,  
P.S. - SONARPUR, WARD NO. - 25, UNDER RAJPUR SONARPUR  
MUNICIPALITY, DIST. - 24 PGS ( S) ON DR. B. C. ROY ROAD

AREA STATEMENT :

LOT-A = 52 K-4 CH.  
LOT-B = 3K-12 CH  
LOT-C = 15 K  
LOT-D = 23K-3CH-31 SFT.



DR. B. C. ROY ROAD

DR. B. C. ROY ROAD

POND

TWO STORED BUILDING  
DARSHIN CEMENTAL  
TUSTORCH

ONE STORED  
BUILDING

TWO STORED  
BUILDING

TWO STORED  
BUILDING

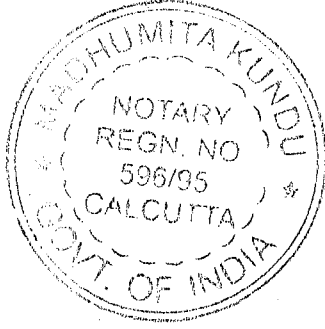
EYE PASS

*Saugata*  
SAUGATA MITTRA  
B. ARCH., AIIA  
CA/2002/29849  
SIGN. OF THE ARCHITECT

*Asok Kumar Bhattacharya*  
SIGN. OF OWNER

STARLITE INFRACON PVE LTD.  
*Moussa*  
Director  
SIGN. OF THE DEVELOPER

DATED THIS THE DAY OF 2017



BETWEEN  
STARLITE INFRACON PVT. LTD  
AND  
ASOK KUMAR BHATTACHARYA

AGREEMENT FOR AMALGAMATION  
BY WAY OF EXCHANGE

T.C.RAY & CO  
Solicitors & Advocates  
6, Old Post Office Street,  
Kolkata-700 001