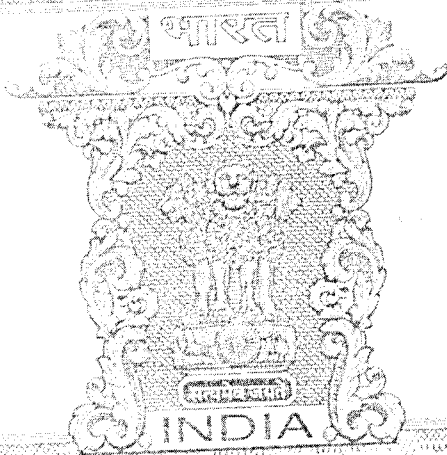


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भारतीय नैर न्यायिक

पचास
रुपय

रु. 50



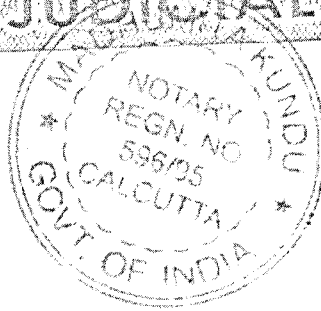
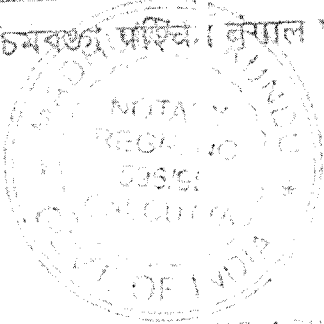
FIFTY
RUPEES

Rs. 50

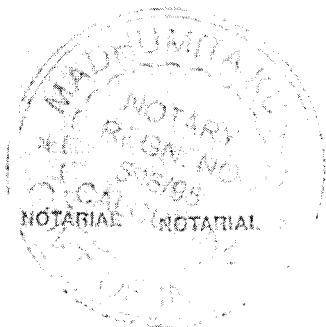
INDIA NON JUDICIAL

पश्चिम बंगाल प्रविचन कुमाल WEST BENGAL

U 825136



THIS AGREEMENT FOR AMALGAMATION BY WAY OF EXCHANGE
was made this the 12th day of June, TWO THOUSAND SEVENTEEN
BETWEEN STARLITE INFRACON PVT. LTD. (Pan No.
AASC55496D) a company incorporated under the Indian
Companies Act, 1956 and having its Registered Office at No.
16/1/1, Mahatma Gandhi Road, Kolkata-2007, P. S. Jorsanko,

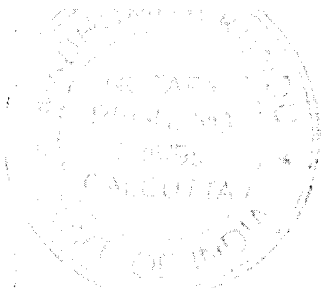




being represented by its Director viz. Mr. Mudit Poddar, son of Manoj Kumar Poddar and duly empowered and authorised on their behalf, hereinafter called the party hereto of the **FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in-office and/or assigns) of the **ONE PART AND (1) SANKAR KUMAR SEN** son of Late Kamalapada Sen (PAN NO. ABRPN8179P) a citizen of India and at present residing at No. 88, Raja Subodh Chandra Mallick Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata- 700 047 (2) **SANAT NASKAR** son of Kamal Naskar (PAN NO. ABRPN8179P) a citizen of India and at present residing at Mahamayatala Mandir Road, Mahamayatala, P. O. Gana, P. S. Sonarpur, Kolkata- 700 084 (3) **RANJAN DHALI** son of Late Benoy Dhali (PAN NO. ADSOD8454G) a citizen of India and at present residing at Binoy Giri Apartment, P. O. Gana, P. S. Sonarpur, Kolkata-700 084 and (4) **SIB SANKAR MONDAL** (PAN NO.-----), son of Late Rajkanti Charan Mondal, a citizen of India and at present residing at Bimala Apartment, N.S.C. Bose Road, Mahamayatala, P.O. Gana, P.S. Sonarpur, Kolkata-700 084 hereinafter collectively referred to as the parties hereto of the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, executors, successors and/or assigns) of the **OTHER PART :**

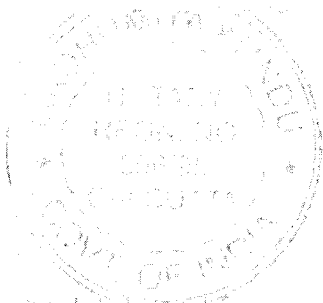
W H E R E A S :

- A. By a deed of conveyance dated 27th 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 Ganguly 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 **I T H A T** 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 Pajpur Sonarpur Municipality hereinafter for the sake of brevity referred to as Part II of the First Property hereinafter referred to as Lot-"A".
- B. By a further Deed of Conveyance dated 21st June, 2013 and made between Amit Kumar Ganguly, Smt. Nandita Ganguly @ Hala Ganguly and Smt. Arpita Mitra (therein described as the Vendors) of the One Part and Party hereto of the First Part therein described as the Purchaser) of the Other Part and



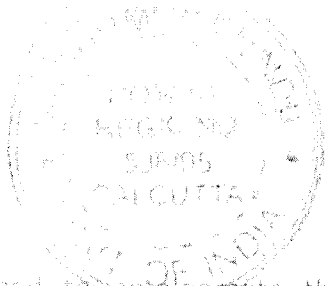
Registered in the Office of the District Sub-Registrar-IV, South 24 Parganas and recorded in Book No.I being Deed No. 5261 for the year 2013 the said Amit Kumar Ganguly and others for a valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Party hereto of the First Part ALL THAT piece and parcel of land measuring 12 Cottahs and lying at Mouza-Jagatdal, P.S. and Sub-Registry Office-Sonarpur, District-24-Parganas (South), within Ward No. 25 of Rajpur-Sonarpur Municipality and forming part of Dag No. 3168 appertaining to Khatian No. 468, P.S. Sonarpur, District-24-Parganas South containing by estimation an area of 3 Cottahs 12 Chittacks be the same a little more or less and hereinafter, for the sake of brevity, referred to as Part-I of the "FIRST PROPERTY" hereinafter referred to as Lot "B".

- C. By a further Deed of Conveyance also dated 8th September, 2010 and made between Smt. Anjulekha Guha (therein described as Vendor) of the One part and the parties hereto of the Second Part (therein described as the Purchaser) of the Other Part and registered in the Office of ADSR, Sonarpur and recorded in Book No.1 being Deed No.10646 for the year 2010 said Anjulekha Guha for a valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Second Party herein ALL THAT piece and parcel of bastu land measuring 5 Cottahs Together with 20-year old building and structures standing thereon containing a built up area of 1000 sq.ft. more or less along with right of easement over a 10ft, wide passage situate and lying at Mouza-Jagatdal, Parganas-Magur, P.S. and ADSR-Sonarpur being Holding No. 93, Dr. B.C.Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality comprising in R.S. Dag No. 3168 corresponding to L.R.Dag No. 3220 appertaining to R. S. Khatian No. 46 corresponding to L.R.Khatian No. 1642, hereinafter, for the sake of brevity, referred to as the Part-I of the Second Property absolutely and for ever.
- D. By a Deed of Conveyance dated 8th September, 2010 and made between Smt. Smritilekha Guha (therein described as the Vendor) of the One Part and the Party hereto of the Second Part herein (therein described as the Purchasers) and registered in the Office of ADSR, Sonarpur and recorded in Book No.1 being Deed No.10647 for the year 2010 said Smritilekha Guha for a valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Second Party herein ALL THAT piece and parcel of bastu land measuring 5 Cottahs Together with 20-year old building and structures standing thereon containing a built up area of 1000 sq.ft. more or less along with right of easement over a 10ft, wide passage situate and lying at Mouza-Jagatdal, Parganas-Magur, P.S. and ADSR-Sonarpur being Holding No. 93, Dr. B.C.Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality comprising in R.S. Dag No. 3168 corresponding to L.R. Dag No. 3220 appertaining to R.S. Khatian No.46 corresponding to L.R.Khatian No.1642, hereinafter, for the sake of brevity, referred to as the Part II of the Second Property



absolutely and for ever.

- E. By a Deed of Conveyance dated 8th September, 2010 and made between Smt. ANjulekha Guha and Smt. Smritilekha Guha (herein described as the Vendors) of the one part and the parties hereto of the Second Part (therein described as the Purchaser) of the Other Part and registered in the Office of ADSP, Sonarpur and recorded in Book No. I, being Deed No. 10645 for the Year 2010 said Anjulekha Guha and Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Second Parties herein ALL THAT piece and parcel of a bastu land measuring 5 Cottahs more or less Together with a building standing thereon or on part thereof along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagadal, Pargana- Magur, P.S. and ADSP- Sonarpur being part of Holding No. 93, Dr. B.C.Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in Dag No. 3168 corresponding to L. R. Dag No. 3220 appertaining to P.S. Khatian No. 46 corresponding to L.R. Khatian No. 1642 surrounded by boundary wall Together With right of easement and entrance and exit through 22 ft. wide municipal road, hereinafter, for the sake of brevity, referred to as Part-III of the Second Property absolutely and for ever.
- F. Thus, the Second parties herein jointly became absolutely seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT aggregate land measuring 15 Cottahs more or less comprised of First, Second and Third Part, more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "THIRD PROPERTY" being Lot-"C" hereto.
- G. It has been agreed by and between the parties hereto for convenience of use and enjoyment 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 and Second 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 their undivided 15% share in the Third 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.
- H. 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 on one hand and the Third Property on the other hand has been valued at Rs. 2,00,000/- each.
- I. The parties hereto have for mutual beneficial interest have



agreed to amalgamate their respective holdings of the First Property, Second Property and Third Property by way of exchange for more convenient and beneficial use and utilization of the said First Property, Second Property and Third Property which are adjacent and contiguous to each other.

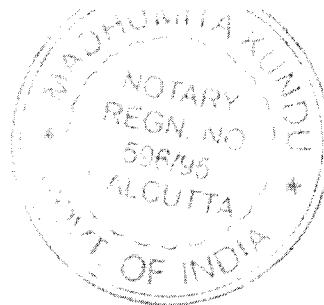
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as hereunder :

1. In view of the said agreement and in consideration of the First Party hereto conveying to the Second parties hereto of the Other Part 15% of share of the FIRST PROPERTY and Second Property, more fully described and mentioned in Part-I and Part II of 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 parties of the First Part doth hereby grant, convey and transfer by way of exchange unto and in favour of the parties hereto of the Second Part absolutely and forever ALL THAT 15% share of the said party of the First Part of and in the FIRST PROPERTY, more fully and particularly described and mentioned in Part-I and Part-II of 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 hereditaments and premises 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 party hereto of the First Part into or upon the said hereditaments and premises mentioned and described in Part-I and Part-II of the **FIRST SCHEDULE** hereunder written TOGETHER FURTHER WITH all deeds documents and muniments of title whatsoever in anywise relating to or considering the said hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession power of control of the said party hereto of the First Part or any other person or persons from whom she 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 party hereto of the First Part of and in the said hereditaments and premises being the FIRST PROPERTY fully described and mentioned in Part I and Part II of 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 party hereto of the One part of and in the said hereditaments and premises, more fully described in Part-I and Part-II of the **FIRST SCHEDULE** hereunder written unto and to the use of the said Second Parties

thereof the said Second Parties hereto of the Other Part doth hereby grant, convey and transfer by way of exchange unto the said party hereto of the One part ALL THAT the said undivided share of the said parties 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 party hereto and 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 said party hereto 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-"B" is enclosed within Red border line and Lot-"C" is enclosed within green border line.

11. 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



Sonarpur, District-24-Parganas (South), within Ward No. 25 of Rajpur Sonarpur Municipality and forming part of Dag No. 3168 appertaining to Khatian No. 468, P. S. Sonarpur, District-24-Parganas South containing by estimation an area of 3 Cottahs 12 birtacks be the same a little more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO :

1. THAT 15% share in the piece and parcel of bastu land together with one storied old dilapidated building containing a built up area of 1000 sq/ft/ be the same a little more or less standing thereon and/or on part thereof as also the right of easement for ingress and egress through the 20ft. passage through the School Road and containing by estimation an area of 15 Cottahs be the same a little more or less situate and lying at Mauza Jagatdal, J. L. No. 71, R. S. No. 233, Pargana-Magura, P.S. & ADSR-Sonarpur, being Holding No. 91, 92 and 93, Dr. B.C.Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in R.S.Dag No. 3168 corresponding L.R.Dag No. 3220 appertaining to R.S.Khatian No. 46 corresponding to L.P. Khatian No. 1642.

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.

Moussa
Director

- ① Ranjan Dhali
- ② Sanat Dasgupta
- ③ Anjken Dasgupta
- ④ Kib Sanwar Mandal

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

[Signature]
10/10/2017

A=K Saha

- 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 any charge 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 :
(PART-I)

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, Parana-Mogura, Mouza-Jagatdal, PS & Sub-registry office Sonarpur, District-24 Parganas South within Ward No. 25 of Rajpur Sonarpur Municipality.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(PART-II)

ALL THAT 15% of share in the piece and parcel of land situate and lying at Mouza-Jagatdal, P.S. and Sub-Registry Office-

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 PGST (S) ON DR. B. C. ROY ROAD

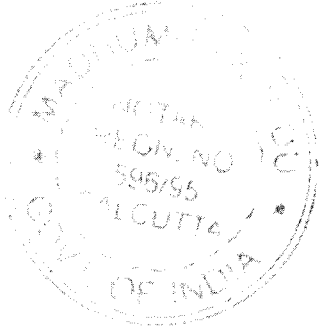
AREA STATEMENT:
 LOT-A = 52 K-4 CH.
 LOT-B = 3K-12 CH.
 LOT-C = 1.5 K
 LOT-D = 23K-5CH-31 SFT.



[Signature]
 GAY A MITTR,
 E. ARCH., AIA
 CA/2002/29340
 GM. OF THE ARCHITECT

① Rajan Dhali
 ② Sanat Mishra
 ③ Anjankumar
 ④ Bibhansu Mondal
 SIGN. OF OWNER

STARLITE VE LTD.
[Signature]
 Director
 SIGN. OF THE DEVELOPER



DATED THIS THE DAY OF 2017

BETWEEN
STARLITE INFRACON PVT. LTD
AND
SUJIT KUMAR SEN & ORS

AGREEMENT FOR AMALGAMATION
BY WAY OF EXCHANGE

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