



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

T 065773

THIS DEED OF CANCELLATION is made this 27th day of
March, Two Thousand and Fourteen;

BETWEEN



Srijan Beiswal

[Signature]



R. E. Sanyal

192632

Sold to.....
Address.....
Value..... 1.00/-

B. K. JAIN & CO.
Advocate
8A, Kiren Sankar Roy Road
Kolkata - 700091

27 FEB 2014

L.S.V., High Court
Sujit Sarkar
High Court, A.S

M/S. SHANTIMAY COMPLEX PRIVATE LIMITED, (PAN No. AATCS4851R) a Company incorporated under the Companies Act, 1956, having its registered office at No. 54A, Sarat Bose Road, Arihant Park, Fifth Floor, Police Station Ballygung, Kolkata-700 025, represented by its Director **Sri Rajendra Kumar Saraogi** son of Sri Jeshraj Saraogi working for gain at No. 1/1, Camac Street, Police Station Park Street, Kolkata-700 016, hereinafter referred to as the "FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors in interest and/or assigns) of the FIRST PART;

AND

MESSRS SRMB SRIJAN LIMITED, (P.A.N. No AAHCS0616C), a Company incorporated under the Companies Act, 1956, having its registered office at 7, Khetra Das Lane, Kolkata-700012, represented by its authorised representative/Signatory **Sri Nikunj Beriwala** son of Sri Brij Mohan Beriwala, hereinafter referred to as the "SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and/or assigns) of the SECOND PART;

AND

MESSRS ARRJAVV BUILDER PRIVATE LIMITED, (P.A.N. No AAMCA3441L), a Company incorporated under the Companies Act, 1956, having its registered office at No. 54A, Sarat Bose Road, Arihant Park, Fifth Floor, Police Station Ballygung, Kolkata-700 025, represented by its Director **Sri Harsh Jain** son of Sri Mahendra Jain working for gain at No.54A, Sarat Bose Road, Arihant Park, Kolkata - 700025, hereinafter referred to as the "ARRJAVV/CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and/or assigns) of the THIRD PART;

R/K Saraogi



WHEREAS:

- A. M/s. Shantimay Complex Private Limited, the First Party herein abovenamed is absolutely seized and possessed of or otherwise well and sufficiently entitled as absolute Owner in respect of All That the pieces or parcels of several Plots of Bastu Land in aggregate measuring about 243.25 Decimals situate, lying at and comprised in R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 974 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South, (hereinafter referred to as the "said Plots of Land") more fully described in the *Schedule* hereunder written, by virtue of two Deeds of Conveyance both dated 5th October 2013 and both registered in Book No.I, C.D. Volume No.40 being Deed Nos.07856 and 07857 respectively for the year 2013 at the office of the District Sub-Registrar-IV, South 24-Parganas, West Bengal.
- B. By a Memorandum of Agreement dated the 22/10/2013 made between the First Party abovenamed of the One Part and the Second Party herein of the Other Part (hereinafter referred to as the "said MOA"), the First Party herein had entrusted to M/s. SRMB Srijan Limited, the Second Party herein the development of the "said Plots of Land" and construction of new residential building complex at or upon the land comprised in the "said Plots of Land", for the consideration and on the terms and conditions therein recorded.
- C. Since after entering into the "said MOA" and prior to the Second Party taking steps for development of the "said Plots of Land" in pursuance of the "said MOA", serious disputes and differences had arisen between the parties with regard to interpretation of the terms of the "said MOA" as also the Second Party carrying out its obligations under and in pursuance of the "said MOA" and further carrying out development of the "said Plots of Land" and construction of the proposed building complex thereat.



RF 50/2013

D. In view of the said various disputes and differences by and between the First and Second Parties concerning or relating to the "said MOA" as hereinbefore stated, the First Party herein duly cancelled the "said MOA" and further duly entrusted the development of the "said Plots of Land" and construction of the proposed building to "ARRJAVV BUILDER PVT LTD", the Confirming Party herein on the terms recorded in the Term Sheet dated 25th February 2014

E. Since after entering into the said Term Sheet dated 25/02/2014, "AARJAVV BUILDER PVT LTD" entered into negotiations with the Second Party for settlement of all its claims and demands on account of cancellation of the "said MOA".

F. Through the intervention of "AARJAVV" herein the said various disputes and differences by and between the First and Second Parties as also the various claims and demands made by the Second Party have been amicably settled.

G. In pursuance of the amicable settlement arrived at by and between the parties as aforesaid, the Second Party has agreed and confirmed the cancellation of the "said MOA", subject to the "AARJAVV" on behalf of the First Party herein paying to the Second Party the settled compensation amount.

H. The parties hereto have since agreed to record in writing the terms of cancellation and/or termination of the "said MOA" mutually agreed and settled.

NOW THIS DEED WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:-

1. The Second Party hereby declare and confirm to have represented and assured the First Party as also "AARJAVV" that in pursuance of the "said MOA" being Memorandum of Agreement dated the 22.10.2013:-

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- (a) The Second Party has not transferred and/or assigned its rights, under the "said MOA" and/or in respect of the "said Plots of Land" nor nominated any one on its behalf to do any act, deed, matter or thing in pursuance of the "said MOA";
- (b) The Second Party has not done or caused to be done any act deed matter or thing with regard to the said Plots of Land and/or development thereof and/or construction of proposed residential building complex thereat;
- (c) The Second Party has not entered into any agreement and/or arrangement and/or understanding of any nature with any person or party whatsoever in respect of the "said Plots of Land" and/or development thereof;
- (d) The Second Party has not done any act, deed, matter or thing nor made any commitment, which may prevent the cancellation of the "said MOA".

2. It is recorded that the through the intervention "AARJAVV"/ "Confirming Party", the common friends and well-wishers all disputes and differences by and between the First and Second Parties have been mutually settled and that the "said MOA" being Memorandum of Agreement dated the 22.10.2013 in respect of the "said Plots of Land" being All That the pieces or parcels of several Plots of Bastu Land in aggregate measuring about 243.25 Decimals situate, lying at and comprised in R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 974 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South, more fully described in the *Schedule* hereunder written, has duly been cancelled and/or terminated and/or be deemed to have duly been cancelled and/or terminated by mutual consent of both the First and Second Parties hereto.



R/C Subrog.

3. It is also recorded that in pursuance of the said mutual settlement of the disputes between the First and Second Parties as also in view of the parties having mutually agreed for cancellation and/or termination of the "said MOA" in respect of the "said Plots of Land" as hereinbefore recorded, the "AARJAVV" on behalf of the First Party herein has agreed to pay to the Second Party the settled sum of Rs.3,15,00,000/- (Rupees Three Crore Fifteen Lacs) Only towards compensation. The Second Party has agreed to receive and accept the said settled compensation amount in full and final settlement of all its claims.
4. The "AARJAVV BUILDER PVT LTD" on behalf of the First Party has agreed to pay to the Second Party the said settled compensation amount mentioned in *Clause 3* above, positively within 6 (six) months from the date hereof. In case of delay and/or default on the part of the "AARJAVV BUILDER PVT LTD" to pay to the Second Party the said settled compensation amount, the Second Party shall be entitled to be paid interest at the rate of 15% per annum calculated till payment.
5. The Second Party hereby also agree and confirm that apart from the said settled amount of compensation to be paid to it by "AARJAVV BUILDER PVT LTD" on behalf of the First Party in the manner and within the time as stated in the last preceding clause, the Second Party herein shall have no claim or demand of any further or other amounts on any account either in pursuance of the "said MOA" or on account of amicable cancellation of the "said MOA" as aforesaid.
6. The Second Party agree and confirm that in the premises aforesaid, the Second Party herein shall not be entitled to any right title or interest of any nature either under the "said MOA" or in respect of the "said Plots of Land" or portion thereof nor be entitled to do any act, deed, matter or thing in pursuance of the "said MOA".



RF Sarvag

7. The Second Party hereby declares and confirms that in view of the cancellation and/or termination of the "said MOA" by mutual consent of the parties as aforesaid as also the "AARJAVV BUILDER PVT LTD" on behalf of the First Party herein having agreed to pay to the Second Party the settled amount of compensation as recorded in *Clause 3* above, the Second Party has ceased and/or deemed to have ceased to have any right title or claim of any nature whatsoever in respect of the "said Plots of Land" and/or under the "said MOA".
8. In view of the cancellation and/or termination of the "said MOA" as hereinbefore recorded, the Second Party hereby declares and confirms to have and/or be deemed to have duly released relinquished and/or disclaimed all its rights title or interest under and in pursuance of the "said MOA" and/or in respect of the "said Plots of Land" and that "AARJAVV BUILDER PVT LTD" shall be entitled to undertake development of the "said Plots of Land" and also construction of the proposed buildings complex thereat in pursuance of the said Term Sheet dated 25/02/2014 entered into between the First Party and the "AARJAVV", without any objection or obstruction or interference or hindrance by or on behalf of the Second Party or any other person or party claiming under the Second Party.
9. The parties hereto also declare and confirm that in the premises aforesaid, both the First and Second Parties herein and each of them have stood absolved of their respective obligations under the "said MOA" and that neither of the parties hereto shall be entitled to the performance of the "said MOA".
10. It is recorded that on or before the execution of this Deed, the Second Party herein has duly delivered to the First Party the original of the "said MOA" being Memorandum of Agreement dated the



Handwritten signature: *R.K. Sahoo*

22.10.2013 and all other papers and documents whatsoever concerning or relating to the said "Plots of Land".

11. The parties hereto hereby, also agree to sign execute and register such further or other deeds, documents and papers as also to do such further acts deeds matters and things as may from time to time be necessary or required for more perfectly and effectively canceling and/or terminating the "said MOA" on and with effect from the date of this Deed.
12. The Second Party hereto further declare and confirm that in the premises aforesaid save and except payment of the said settled compensation amount to be paid to the Second Party by "AARJAVV" on behalf of the First Party as recorded in *Clause 3* above, there remains no dispute or claim of any nature whatsoever by and between the parties concerning or relating to the "said Plots of Land". and/or in pursuance of the "said MOA" being Memorandum of Agreement dated the 22.10.2013, which have duly been cancelled and/or terminated as hereinbefore recorded and confirmed;

THE SCHEDULE ABOVE REFERRED TO

"said Plots of Land"

All That the pieces or parcels of several Plots of Land in aggregate measuring about 243.25 Decimals situate, lying at and comprised in R.S./L.R. Dag Nos. 330, 332, 333, 334, 334/889, 335 and 336 under Khatian No. 974 at Mouza - Dihimedanmalla, J.L. No.34, Police Station and Sub Registry Baruipur, within Hariharpur Gram Panchayat, District - 24 Parganas South. The details of the "said Plots of Land" are as hereunder:-



R.F. Saing

Mouza - Dihimedannalla, J.L. No.34, Police Station and Sub Registry Baruipur;

R.S/L.R Dag No.	Nature of Land	Khatian No.	Out of Total Area (in Decimal)	share (out of 1.0000 share) Sold	Area of Land Sold (in Decimals)
330	Bastu	974	23.00	0.4348	10.00
332	Bastu	974	84.00	0.9062	76.25
333	Bastu	974	06.00	1.0000	06.00
334	Bastu	974	61.00	1.0000	61.00
334/889	Bastu	974	08.00	1.0000	08.00
335	Bastu	974	61.00	1.0000	61.00
336	Bastu	974	38.00	0.5625	21.00
				Total:	243.25

IN WITNESS WHEREOF the Parties abovenamed have put their respective hands and signatures on the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the First Party abovenamed in the
presence of:

SHANTIMAY COMPLEX PVT. LTD.

R. Jendou Kumar Sanyal
DIRECTOR

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

For SRMB SRIJAN LIMITED

Sanyal
Director


Sanyal
Ashok Kumar Agarwal
7, Khetra Das Lane
Kolkata - 700012

DATED THIS DAY OF 2014

SIGNED SEALED AND DELIVERED

ARRJAVV BUILDER PVT. LTD.

By the **Third Party** abovenamed in the


Director

Presence of:

BETWEEN

M/S. SHANTINAY COMPLEX PRIVATE LIMITED

VENDORS

AND

M/S. SANG SRI IN LIMITED

DEVELOPER

DEED OF CANCELLATION


~~~~~  
DATED THIS ..... DAY OF ..... 2014  
~~~~~

BETWEEN

M/S. SHANTIMAY COMPLEX PRIVATE LIMITED

..... VENDORS

AND

M/S. SRMB SRIJAN LIMITED

..... DEVELOPER

DEED OF CANCELLATION

BETWEEN

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