



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AL 145714

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is entered into and
executed at Kolkata on this 19th day of February, 2022

Sreele Ray *Sankar*

BY AND BETWEEN

Sreele Ray

Sankar

198376

No..... Sold to..... Robomac Electricals P.Ltd.

Address..... 105, Park St

Rs.....

Date.....

KO1-16

SIPRA, FEB 2022

Licence No.: 18A

Code : 1070

1, N. S. Road, Kolkata-700 001

16 FEB 2022

[Handwritten Signature]

(1) **Smt. Sreela Ray**, wife of Dr. Utpal Ray and daughter of Late Sourindra Kumar Maulik, aged about 67 years, residing at Flat No. 115, Tivoli Court 1C, Ballygunge Circular Road Police Station: Ballygunge, Kolkata-700019 and (2) **Smt. Sharmila Chakravarti**, wife of Sri Dipankar Chakravarti and daughter of Late Sourindra Kumar Maulik, aged about 70 years, residing at 12024, Open Run Road, Ellicott City, MD 21042, U.S.A, being duly represented by her constituted attorney namely Smt. Sreela Ray wife of Dr. Utpal Ray and daughter of Late Sourindra Kumar Maulik, aged about 67 years, residing at Flat No. 115, Tivoli Court 1C, Ballygunge Circular Road Police Station: Ballygunge, Kolkata-700019, hereinafter jointly referred to as the "**Vendors**" (which term or expression shall unless excluded by or repugnant to the subject and context or meaning thereof be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns of the **One Part**;

AND

Rotomac Electricals Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at 105 Park Street, Kolkata 700016, represented by its authorized signatory, Shri Sisir Kumar Sarkar, duly authorized vide Board Resolution dated 21st January, 2022 to execute this Agreement, hereinafter referred to as the "**Purchaser**", (which term or expression shall unless excluded by or repugnant to the subject and context or meaning thereof be deemed to mean and include their successors-in-office and/or permitted assigns) of the **Other Part**.

The Vendors and Purchaser may hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. Smt. Chameli Maulik, the erstwhile owner, had purchased and acquired absolute right, title, interest claim demand whatsoever being a portion of Premises No.1, Gariahat Road, Calcutta - 700 068 described by the Housing Society as Plot No. 219 of the Tollygunge Scheme (Jodhpur Club Land) measuring about 5 cottahs 3 chittaks 1 sq.ft, now comprising of premises No. 1/219, Gariahat Road, Police Station: Lake, Kolkata - 700068 (hereinafter referred to as said "**Land**"), by an Indenture, executed on 20.06.1959, from Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society Ltd. and the same was registered in the Office of the Joint Sub-Registrar, Alipore at Behala and recorded in Book No. 1, Volume No. 30, from Pages 99 to 114, being Deed No. 2001 for the year 1959 and got her

Sreela Ray²

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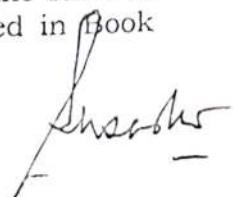
name mutated in the records of the Calcutta Municipal Corporation and the said plot was mutated and recorded as Premises No. 1/219, Gariahat Road, Calcutta- 700068 and was seized and possessed of the same as the absolute and sole owner thereof and constructed a three storied building (Ground + Three Floors) as per sanctioned plan being No. 356, Dist. - T, dated 26.11.1960 obtained from the competent authority of the Calcutta Municipal Corporation during the period from 1960 to 1961 (hereinafter referred to as the "**Building**" and together with the Land hereinafter referred to as the said "**Property**" more fully described in the **First Schedule** hereunder written).

B. Smt. Chameli Maulik was thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.

C. The above named Smt. Chameli Maulik while having the absolute, right, title and interest in the said Property and sufficiently entitled to sell the same or part thereof intended to sell a portion of the same against valuable consideration and thereby agreed to sell the entire Ground Floor, Mezzanine and First floor of the said Property together with absolute right in Garage and servant's quarter and other open space available in the said Property to Dr. Utpal Ray, being the husband of Sreela Ray being one of the Vendor herein, the Donor therein and on the above representation of the abovenamed Smt. Chameli Maulik, the said Dr. Utpal Ray purchased by a Deed of Sale executed on 18th June, 2003 between the above named Smt. Chameli Maulik of the One Part and Dr. Utpal Ray of the Other Part, **ALL THAT** the entire Ground Floor measuring 1500 sq. ft (more or less) of super built up area, entire Mezzanine floor measuring about more or less 135 sq. ft. of super built up area, entire First floor measuring more or less 1950 sq. ft. of super built up area together with absolute right in Garage and servant's quarter area together with 2/3rd proportionate and undivided share in the land and in the common areas of the building and other open spaces available in the said Property for a valuable consideration as stated in the said Deed of Sale free from all encumbrances and charges and registered in the office of the Additional Registrar of Assurances -1, Kolkata and recorded in Book No. 1, Volume No.1 Pages 1 to 14, being Deed No. 8264 for the year 2003 (hereinafter referred to as "**Utpal Ray Demised Portion**").

D. The above named Dr. Utpal Ray, thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Utpal Ray Demised Portion transferred by way of Gift all of his right, title and interest in the Utpal Ray Demised Portion absolutely and forever to his wife Sreela Ray, being one of the Vendors herein, by way of a Deed of Gift dated 8th August 2012 duly registered in the office of the Additional District Sub-Registrar, Alipore and recorded in Book

Sreela Ray 3

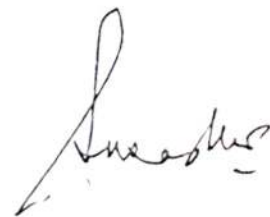


No. 1, CD Volume Number 29, Pages from 2498 to 2521, being Deed No. 06507 for the year 2012, and thus the said Sreela Ray became the absolute owner of the "**Utpal Ray Demised Portion**" (hereinafter referred to as "**Sreela Ray Demised Portion**")

- E. The said Smt. Chameli Maulik during her lifetime, by virtue of a notarized Will dated 19th October 2015, bequeathed the entire second and third floor of the said Property along with proportionate share in the Land common areas and easement rights as an absolute owner thereof unto her younger daughter namely Smt. Sharmila Chakravarti, wife of Dr. Dipankar Chakravarti, also being one of the Vendors herein (hereinafter referred to as "**Sharmila Chakravarti Demised Portion**") with the roof of the Building being common to both Sharmila Chakravarti and Sreela Ray and also to pay proportionate share of the taxes, etc. in relation to Sharmila Chakravarti Demised Portion, and appointing her elder daughter namely Sreela Ray as the Executrix of the said Will.
- F. The said Smt. Chameli Maulik passed away on 5th August 2017 leaving behind her daughters Smt. Sreela Ray and Smt. Sharmila Chakravarti, as her only legal heirs.
- G. Upon the demise of Chameli Maulik, Sreela Ray being the executrix of applied for probate of the said Will of Chameli Maulik dated 19th October 2015 before the Ld. 1st Court of Civil Judge (Senior Division), Alipore being Probate Case No. 142 of 2019 and vide the final order / judgment dated 27th August, 2021 passed in the said Probate Case No. 142 of 2019 the Probate was granted by the Ld. 1st Court of Civil Judge (Senior Division), Alipore and by virtue of such Probate Sharmila Chakravarti came to be the absolute owner and is absolutely seized and possessed of the entire **Sharmila Chakravarti Demised Portion**.
- G. That the Vendors are now jointly seized and possessed of the said Property and is desirous of selling the said Property to the Purchaser.
- H. Pursuant to the negotiation between the Vendors and the Purchaser, the Vendors have agreed to sell and the Purchaser has agreed to purchase the said Property free from all encumbrances on the terms and conditions hereinafter mentioned hereunder

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS UNDER: -

Sreela Ray



1. Consideration

- 1.1 The Vendors have agreed to sell and the Purchaser has agreed to purchase the said Property for a total consideration of Rs. 5,25,00,000/- (Rupees Five Crores and Twenty Five Lakhs only) free from all encumbrances, charges, mortgages, liens, lis-pendens, attachments, injunctions, litigations, proceedings, trusts, prior agreements, of whatsoever nature or howsoever executed.
- 1.2 A sum of Rs. 52,50,000/- (Rupees Fifty Two Lakhs and Fifty Thousand Only) for the said Property will be paid by the Purchaser to the Vendors out of which Rs. 26,25,000/- (Rupees Twenty Six Lakhs Twenty Five Thousand only) to be paid to Mrs. Sreela Ray and Rs. 26,25,000/- (Rupees Twenty Six Lakhs Twenty Five Thousand only) to be paid to Mrs. Sharmila Chakravarti through her constituted attorney towards earnest money and in part payment of the total consideration per details set out in the Memo of Consideration hereunder written, the receipt whereof the Vendors doth hereby admit and acknowledge.
- 1.3 That the Purchaser will further pay a sum of Rs. 1,00,00,000/- (Rupees One Crore only) out of the aforesaid consideration to Mrs. Sreela Ray within 28.02.2022 or such other extended date as may be agreed mutually by the Parties.
- 1.4 A sum of Rs. 3,72,50,000/- (Rupees Three Crores Seventy Two Lakhs Fifty Thousand Only) being the balance consideration for the said Property shall be paid by the Purchaser to the Vendors out of which Rs. 2,36,25,000/- (Rupees Two Crores Thirty Six Lakhs Twenty five Thousand) to be paid to Mrs. Sharmila Chakravarti and Rs.1,36,25,000/- (Rupees One Crore Thirty Six Lakhs Twenty five Thousand) to be paid to Mrs. Sreela Ray, at the time of execution of the Deed of Conveyance for the said Property.
- 1.5 The validity of this Agreement shall be upto 31st March 2022 subject to such extension as mutually agreed between the Parties in writing during which period the Parties shall execute the Deed of Conveyance. Time shall, in this regard, be the essence of the contract,

2. The Vendors hereby assure, represent, warrant and covenant with the Purchaser as follows:

- 2.1 The said Property is free from all encumbrances, charges liens, lis-pendens, attachments, trusts, injunctions, litigations, proceedings, prior agreements, of whatsoever nature or howsoever executed and the Vendors are the absolute owner of the said Property.

Sreela Ray 5



- 2.2 The said Property is not subject to the provisions of any applicable law, rule, regulation, rectification, notification etc. relating to ceiling on land/property holdings and clearance, if any required shall be procured by the Vendors at their costs and expenses. The Vendors have till date not received any notice for requisition or acquisition in respect of the said Property from any person(s)/ authority(s).
- 2.3 There is no subsisting Agreement for Sale in respect of the said Property hereby agreed to be sold to the Purchaser and the same has not been disposed of or transferred to or in favour of any other person or persons under any Gift, Will, Exchange or any other arrangement etc.
- 2.4 From the date of execution of this Agreement and till such time the Conveyance Deed is executed in favour of the Purchaser or its nominee or nominees, the Vendors shall keep the said Property in its present state and condition and keep the said Property free from all encroachments and shall not take any steps to alienate, transfer, assign, mortgage, create any charge or encumbrance over the said Property in any manner whatsoever.
- 2.5 That all the rates, taxes, charges, levies and other assessments levied or leviable on the said Property by any authority(s) including the Municipal Corporation, and/or any other authority or authorities upto the date of execution of the Deed of Conveyance in favour of the Purchaser or its nominee or nominees shall be paid by the Vendors and thereafter the same shall be paid by the Purchaser or their nominee or nominees.
- 2.6 The Vendors have full power and authority to execute this Agreement and to perform their obligations and to make the representations and warranties as contained in this Agreement and that by entering into this Agreement and performing their obligations hereunder, they will not be in breach of any law, regulation, statutory or other provisions, and any other agreement or arrangement by which the Vendors are bound.
- 2.7 Except the Vendors nobody else has any right, interest, claim or demand whatsoever or howsoever in respect of the said Property.
- 2.8 That the Vendors and/or any person lawfully claiming under or in trust for them shall not interfere or obstruct with the peaceful enjoyment of the said Property after the execution of the Conveyance Deed by the Purchaser or its nominee or nominees, representatives, agents and assigns.

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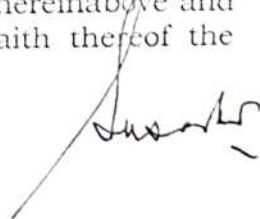


- 2.9 That no litigation and/or proceedings is /are pending against the said Property or any part thereof.
- 2.10 That the Vendors doth hereby indemnify and agree to indemnify and keep the Purchaser or their nominee or nominees indemnified from and against all claims, demands, suits, proceedings, charges, damages and expenses which may be incurred or suffered by the Purchaser or its nominee or nominee on account of any act or omission or breach of any covenants or representations or warranties or assurances or statements made herein by the Vendors.
- 2.11 The Vendors have handed over to the Purchaser the photocopy of the documents, as specified in **Annexure A** hereto, pertaining to title of the said Property for the purpose of title search and due diligence to be carried out by Purchaser. The Vendors have further assured the Purchaser that it shall be the responsibility of Vendors to provide all documents and information regarding the title and ownership of the said Property to Purchaser as required by the Advocates/ Solicitors of Purchaser up to their entire satisfaction. All original document pertaining to the said Property shall be kept by the Vendors and hereby undertake to show/ produce the same as and when required by the Purchaser and hereby further undertake not to encumber the same with respect to the said Property under any circumstances.
- 2.12 That the Vendors shall be bound to hand over the vacant and physical peaceful possession of the said Property to the Purchaser and also to execute and register the said Deed of Conveyance of the said Property, in favour of the Purchaser or any of its nominee(s), assigns or in favour of any person whomsoever the Purchaser desire upon receipt of the entire sale consideration.
- 2.13 There is no legal impediment or bar whereby the Vendors can be prevented from selling, transferring or entering into any agreement with the Purchaser or any person with respect to the said Property.
- 2.14 That after signing this Agreement, the Vendors agree to sign all such papers/documents/applications, as deemed necessary, by the Purchaser to facilitate and complete the sale and transfer of the said Property in favour of Purchaser and/or their nominees by proper registration and stamping.

3. Understanding between the Vendors and the Purchaser

- 3.1 Relying on the aforesaid representations, warranties, covenants, statements and the representation, warranties made hereinabove and believing the same to be true and acting on the faith thereof the

Sreele Ray 7



purchaser has agreed to purchase the said Property as recorded herein.

- 3.2 That the stamp duty and the registration fee on the Conveyance Deed(s) to be executed pursuant to this Agreement in favour of the Purchasers or its nominee or nominees in respect of the said Property including the registration expenses, if any, and legal fees with regard to such registration shall be paid by the Purchaser or its nominee(s), as the case may be.
- 3.3 That the Vendors shall not be entitled to sell, transfer, assign or otherwise deal negotiate with any of the rights and interests related to the said Property under this Agreement during the validity of this Agreement.
- 3.4 That the Vendors shall do, execute and perform all such acts, deeds and things as may be required by the Purchaser or its nominee or nominees for the purpose of giving full effect to the intents herein expressed and for conveying the right, title and interest in the said Property or any part thereof in favour of the Purchaser or their nominee or nominees.
- 3.5 That the Vendors hereby agree to give full co-operation and assistance to the Purchasers or their nominee or nominees to give effect to the terms and conditions of this Agreement.
- 3.6 That if the Vendors do not execute the said Deed of Conveyance for the said Property in favour of the Purchaser during the validity of this Agreement or if there is any breach of the covenants on the part of the Vendors herein contained, provided that the Purchaser is ready and willing to pay the balance sale consideration to the Vendors, then under such circumstance the Purchaser shall at its discretion either (i) initiate legal proceedings against the Seller for specific performance of this Agreement or (ii) seek refund of earnest money deposit and all sums paid under this Agreement along with interest chargeable at 18% per annum till payment thereof. Alternatively, the Purchaser at its discretion shall also have the right to terminate this Agreement by written notice to the Vendors (including events that may be beyond the control of the Purchaser and also in case the Banks/Financial Institution state its inability to provide finance to the Purchaser for purchase of the said Property) then in such case the Vendors shall be liable to refund to the Purchaser, the entire earnest money amount of Rs. 52,50,000/- (Rupees Fifty Two Lakhs And Fifty Thousand only) and all amounts paid under this Agreement within 7 days of termination notice.

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- 3.7 That if the Purchaser fails to complete the Purchase by not paying the consideration amount within the time as specified hereinabove or if the Purchaser fails to execute the Deed of Conveyance within the validity of this Agreement, then this Agreement shall automatically terminate and the Vendors shall refund the earnest money and any all sums of money received under this Agreement within 7 days of the termination of this Agreement.
- 3.8 Any payment made by the Purchaser to the Vendors as contemplated under this Agreement shall be subject to deduction of tax as may be applicable and prescribed under law.
- 3.9 That this Agreement is not and shall not be deemed to be constituted as a partnership between the Parties hereto nor will the same be deemed to constitute one as the agent of the other.
- 3.10 No modification of, or amendment to, this Agreement, nor any waiver of any of the terms of this Agreement, will be effective unless in writing signed by the Parties and no waiver of any particular term shall be deemed to be a waiver of any other term.

4. Dispute Resolution

- 4.1 Any dispute or difference arising out of or in connection with the Agreement including any question regarding its existence or validity shall be referred to arbitration which cannot be settled amicably within a period of 30 days shall be settled finally by Arbitration in accordance with the Arbitration & Conciliation Act, 1996.
- 4.2 All disputes or difference shall be referred to a sole arbitrator appointed mutually by the Vendors and the Purchaser.
- 4.3 The venue and seat of arbitration will be Kolkata and the language for conducting the arbitration proceedings shall be in English language. The award of the said arbitrator shall be final, conclusive and binding on all the parties hereto.
- 4.4 This Agreement will be governed by and construed in accordance with the laws of India.

5. Counterparts

This Agreement may be executed in duplicate and each such executed copy shall be deemed to be the original document.

Sreelle Ray



THE FIRST SCHEDULE ABOVE REFERRED TO
("Property")

ALL THAT piece and parcel of land being a portion of Premises No. 1, Gariahat Road, measuring 5 cottahs, 3 chittaks, 1 sq. ft. together with a residential four storied building (Ground + Three Floors) standing thereon as per sanctioned plan being No. 356, Dist. - T, dated 26.11.1960 granted by the Calcutta Municipal Corporation (now Kokata Municipal Corporation) during the period from 1960 to 1961, lying and situate in Mouza: Gobindapur, Pargana - Khaspur, Police Station: Lake, being Premises No. 1/219, Gariahat Road, Kolkata -700068, (currently known as premises no. 219 Jodhpur Park, P.S. Lake, Kolkata - 700068), within the limits of Ward No. 93 of Kolkata Municipal Corporation and butted and bounded as follows:

ON THE NORTH BY	: 40 feet wide Road.
ON THE SOUTH BY	: Plot No. 1/239, Gariahat Road, (also known as 239, Jodhpur park)
ON THE EAST BY	: Plot No. 1/220, Gariahat Road, (also known as 220, Jodhpur Park)
ON THE WEST BY	: Plot No. 1/218, Gariahat Road , (also known as 218, Jodhpur Park)

Sreela Ray

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IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hand and seal the day month and year first above written.

SIGNED AND DELIVERED by the Vendors Sreela Ray & Sharmila Chakravarti through her Constituted Attorney, Sreela Ray in the presence of :

Sreela Ray

Sreela Ray

1. Soumyajit Biswas
Alipore Judges Court-
Kolkata - 27
2. Soumya Ranjan Dutta.

SIGNED AND DELIVERED by the Purchaser through its authorised representative, Mr. Sisir Kumar Sarkar in the presence of :

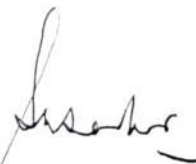
1. Raj Kumar Dutta.
2. Arindam Chandra

Sisir Kumar Sarkar

ANNEXURE - A

- i) Indenture of Conveyance dated 20th June 1959 between the Bengal Secretariat Co-operative Land Mortgage Bank & Housing Society Limited as "Vendor" and Smt. Chameli Maulik as "Purchaser".
- ii) Sale Deed dated 18th June, 2003 between Smt. Chameli Maulik as "Vendor" and Dr. Utpal Ray as "Purchaser".
- iii) Deed of Gift dated 8th August, 2012 between Dr. Utpal Ray as "Donor" and Smt. Sreela Ray as "Donee".
- iv) Will of Chameli Maulik dated 19th October, 2015.
- v) Order of probate granted by the Ld. 1st Court of Civil Judge (Senior Division), Alipore being Case No. 142 of 2019 (Probate) dated 27th August, 2021.
- vi) Death Certificate of Chameli Maulik.
- vii) Property tax receipt dated 28.07.2021 for the period of 2021-22 issued by KMC against Assessee No. 210930403222 with respect to the said Premises.
- viii) Sanctioned Building plan bearing building sanctioned no. 356-T dated 26th November, 1960 issued by Corporation of Calcutta.
- ix) Certificate of Mutation dated 20th November 2021.

Sreela Ray



AGREEMENT FOR SALE

BY & BETWEEN

1. Smt. Sreela Ray
2. Smt. Sharmila Chakravarti

Sreela Ray
Sreela Ray
...Vendors

-AND-

1. Rotomac Electricals Pvt. Ltd.

...Purchaser

Dated: day of , 2022

[Signature]

Prepared by

Arkodb Sinha
Advocate
High Court, Calcutta



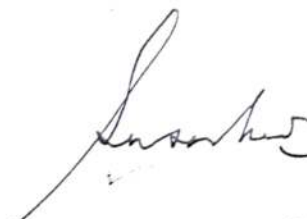
पश्चिम बंगाल WEST BENGAL

29AA 351066

ADDENDUM

This Addendum (hereinafter referred to as the "Addendum") to the Sale Agreement dated 17th February 2022 executed on this day of March, 2022

BETWEEN


1 Secretary

216614

No. Sold to *Ratana Electronics Pvt. Ltd.*
Address *105, 1st Flr, 67, 2nd St*
Date

SIPRA DEY

Licence No.: 18A

Code : 1070

1, N. S. Road, Kolkata-700 001

29 MAR 2022

(1) **Smt. Sreela Ray**, wife of Dr. Utpal Ray and daughter of Late Sourindra Kumar Maulik, aged about 67 years, residing at Flat No. 115, Tivoli Court 1C, Ballygunge Circular Road Police Station: Ballygunge, Kolkata-700019 and (2) **Smt. Sharmila Chakravarti**, wife of Sri Dipankar Chakravarti and daughter of Late Sourindra Kumar Maulik, aged about 70 years, residing at 12024, Open Run Road, Ellicott City, MD 21042, U.S.A, being duly represented by her constituted attorney namely Smt. Sreela Ray wife of Dr. Utpal Ray and daughter of Late Sourindra Kumar Maulik, aged about 67 years, residing at Flat No. 115, Tivoli Court 1C, Ballygunge Circular Road Police Station: Ballygunge, Kolkata-700019, hereinafter jointly referred to as the "**Vendors**" (which term or expression shall unless excluded by or repugnant to the subject and context or meaning thereof be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns of the **One Part**;

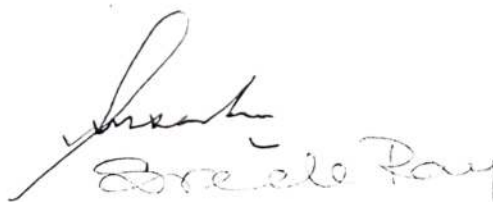
AND

Rotomac Electricals Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at 105 Park Street, Kolkata 700016, represented by its authorized signatory, Shri Sisir Kumar Sarkar, duly authorized vide Board Resolution dated 21st January, 2022 to execute this Agreement, hereinafter referred to as the "**Purchaser**", (which term or expression shall unless excluded by or repugnant to the subject and context or meaning thereof be deemed to mean and include their successors-in-office and/or permitted assigns) of the **Other Part**.

The Vendors and Purchaser may hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. The Parties have executed an Agreement for Sale dated 17th February 2022 ("**Sale Agreement**") for sale and purchase of the Property being a portion of Premises No. 1, Gariahat Road, measuring 5 cottahs, 3 chittaks, 1 sq. ft. together with a residential four storied building (Ground + Three Floors) standing thereon being Premises No. 1/219, Gariahat Road, Kolkata -700068, (currently known as premises no. 219 Jodhpur Park, P.S. Lake, Kolkata - 700068) as morefully described in the First Schedule of the Sale Agreement;
- B. Upon execution of the Sale Agreement the Parties had agreed to certain amendments to the Sale Agreement and by virtue of Clause 3.10 of the Sale Agreement had modified certain terms of the



Sreela Ray

Agreement by virtue of a written Addendum signed and executed between the Parties on 28th February 2022 ("**Addendum 1**");

- C. That the parties have agreed that there is a necessity to extend the validity of the Sale Agreement as per Clause 1.5 of the Sale Agreement for another period of 90 days from 31st March 2022 and also to record another part payment of the purchase consideration by Purchaser and pursuant thereto by virtue of Clause 3.10 of the Sale Agreement the parties have agreed to execute this Addendum to the Sale Agreement as hereunder;

Now this Addendum witnesseth and it is hereby agreed, declared and recorded by and between the Parties as follows: -

1. A new Clause 1.3A shall be inserted after Clause 1.3 of the Sale Agreement which shall state as follows:

That the Purchaser will further pay a sum of Rs.1,00,00,000/- (Rupees One Crore only) out of the aforesaid consideration to Mrs. Sharmila Chakravarti within 31.03.2022 or such other extended date as agreed mutually by the Parties.

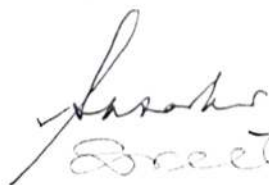
2. Clause 1.4 of the Sale Agreement as amended by Addendum 1 shall stand further amended and henceforth be read as follows:

A sum of Rs.2,72,50,000/- (Rupees Two Crores Seventy Two Lakhs Fifty Thousand Only) being the balance consideration for the said Property shall be paid by the Purchaser to the Vendors in such manner as instructed by the Vendors at the time of execution of the Deed of Conveyance for the said Property.

3. Clause 1.5 of the Sale Agreement shall stand amended and henceforth be read as follows:

The validity of this Agreement shall be upto 30th June 2022 subject to such extension as mutually agreed between the Parties in writing during which period the Parties shall execute the Deed of Conveyance. Time shall, in this regard, be the essence of the contract.

4. All other terms and provisions of the Sale Agreement read with Addendum 1 shall remain in full force and effect.
5. This Addendum is executed in duplicate and each such executed copy shall be deemed to be the original document.
6. Words used but not defined shall have the meaning assigned to such words in the Sale Agreement and/or Addendum 1.


Purchaser

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hand and seal the day month and year first above written.

SIGNED AND DELIVERED by the Vendors Sreela Ray & Sharmila Chakravarti through her Constituted Attorney, Sreela Ray in the presence of:

Sreela Ray
Sreela Ray

1. Arindam Chandra
6, Mysore Road
Kolkata - 700026
2. Soumya Ranjan Dutta

SIGNED AND DELIVERED by the Purchaser through its authorised representative, Mr. Sisir Kumar Sarkar in the presence of:

Sisir Kumar Sarkar

1. Arindam Chandra
2. Subhankar Roy

Sisir Kumar Sarkar