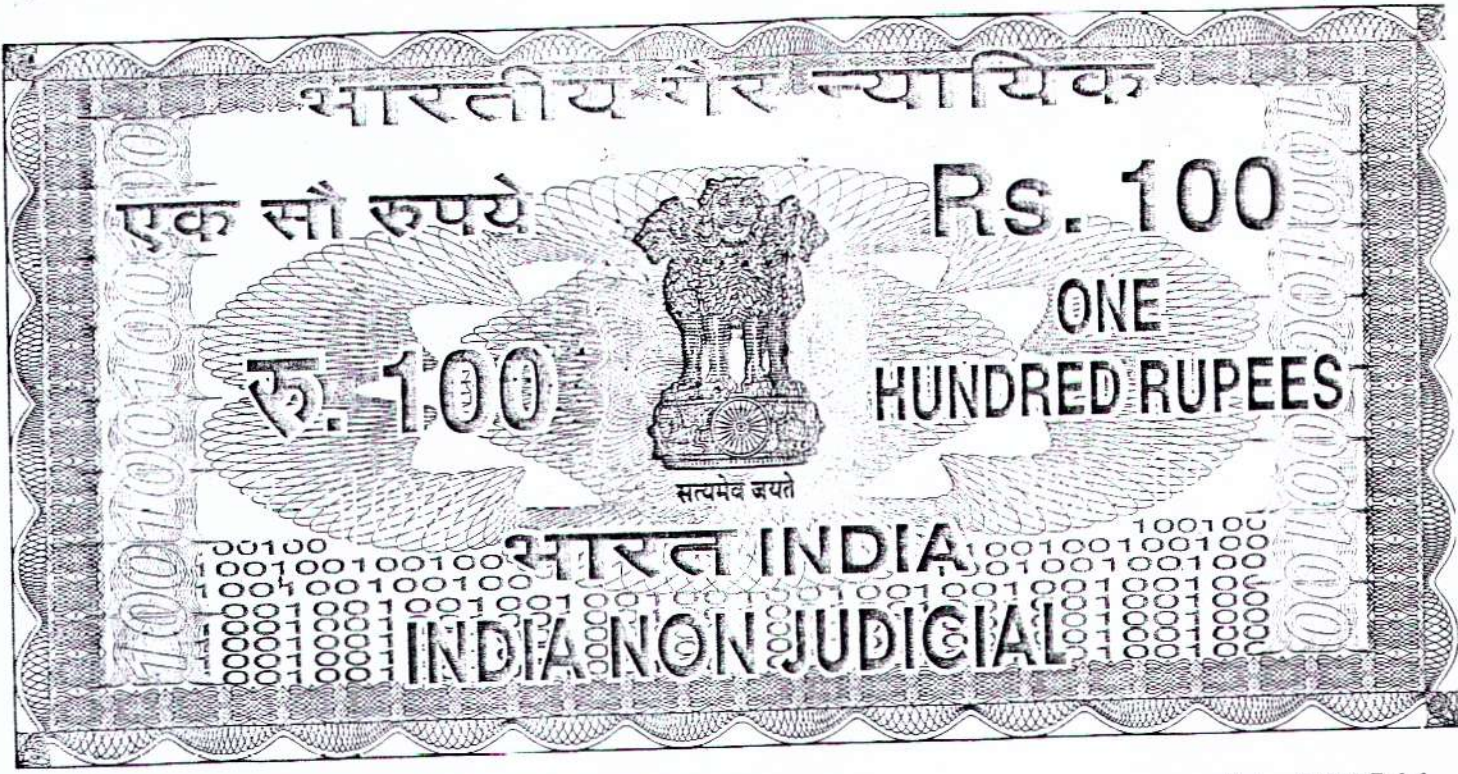


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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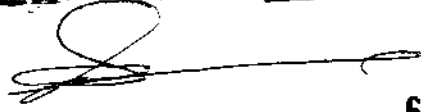
THIS DEED OF EXCHANGE made this 10th day of AUGUST Two
 Thousand and Eighteen **BETWEEN (SMT.) AMRAW DEVI CHHAJER** (having PAN
 ACBPC9333M) wife of Sampatlal Chhajer also known as Sampat Mal Chhajer

Amraw Devi Chhajer

अमरावती देवी चहाजे

44292
PANKAJ CHAKRABORTY & CO.
4, Government Office (North)
Datta Bhawan, 1st Floor,
Kolkata - 700 051

NAME.....
ADD.....
Ra.....
6 JUL 2018
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Knt-1



- 6 JUL 2018

- 6 JUL 2018

residing at 15/9 Jaichand Villa, Deodar Street, Police Station and Post Office - Ballygunge, Kolkata 700019 (hereinafter referred to as "the **FIRST PARTY**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors administrators and legal representatives) of the **FIRST PART AND DINESH PATEL (HUF)** (having PAN AAKHD0504N), a Hindu Undivided Family having its office at Vineak - 1A, 78/B Sarat Bose Road, Police Station Ballygunge, Post Office Bhawanipore, Kolkata - 700025 represented by its Karta Dinesh Patel (having PAN AERPP9961N) son of late M.V. Patel residing at Vineak - 1A, 78/B Sarat Bose Road, Police Station Ballygunge, Post Office Bhawanipore, Kolkata - 700025 (hereinafter referred to as "the **SECOND PARTY**", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the coparceners and members of the said Hindu Undivided Family for the time being their respective heirs executors administrators and legal representatives) of the **SECOND PART**:

WHEREAS:

- A. The First Party hereto was the absolute owner and in 'khas' vacant peaceful possession of, amongst other properties, **ALL THAT** piece and parcel of "Sali" land containing an area of 32 Cottahs 09 Chittacks 06 Square feet more or less comprised of divided demarcated portion of R.S. Dag No.2122 recorded in R.S. Khatian No.2194, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No. 235, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas (morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as "the **Dag 2122 Property**") **Together with** perpetual and heritable right to use and enjoy the 20' (twenty feet) wide common road lying on the eastern side of the Dag 2122 Property leading from Bakrahat Road to the Dag 2122 Property (hereinafter referred to as the "**Twenty Feet Common Road**") and having purchased the same by Deed of Conveyance dated 19th May, 2004 made between (i) Binanda Dewan son of late Nanigopal Dewan and (ii) Adhir Chandra Mondal son of late Hazu Mondal as vendors therein and the First Party hereto as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book I vide Deed No.04195 for the year 2006.
- A1. By a Deed of Gift dated 19th June, 2018 registered with the District Sub-Registrar-II, Alipore in Book I vide Deed No.06858 for the year 2018, the First Party hereto In consideration of her natural love and affection towards her son Vinay Jain, grand-daughters (i) Akshita

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Jain and (ii) Pallavi Chhajer and grandson Harsh Chhajer, granted conveyed and transferred by way of gift unto and in favour of them **All That** undivided 19 Cottahs 01 Chittack 06 Square feet more or less (equivalent to 58.55% undivided share) of 'Sali' land out of 32 Cottahs 09 Chittacks 06 Square feet more or less comprised in the Dag 2122 Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever.

- A2. The First Party continues to be the owner of 41.45% undivided share in the Dag 2122 Property equivalent to 13 Cottahs 08 Chittacks more or less.
- B. The Second Party hereto is the absolute owner and in 'khas' vacant peaceful possession of **ALL THAT** piece and parcel of "Sali" land containing an area of 30 Cottahs more or less comprised of divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 239, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas (morefully and particularly mentioned and described in the **Second Schedule** hereunder written and hereinafter referred to as "the **Dag 2115 Property**") **Together with** perpetual and heritable right to use and enjoy the 20' (twenty feet) wide common road lying on the eastern side of the Dag 2115 Property leading from Bakrahat Road to the Dag 2115 Property (hereinafter referred to as the "**Twenty Feet Common Road**") having purchased the same by Deed of Sale dated 12th October, 2007 made between (i) Shib Nath Bhattacharya, (ii) Sankar Bhattacharya both sons of late Asutosh Bhattacharya, (iii) (Smt.) Malati Mallick wife of Arun Kumar Mallick and (iv) (Smt.) Sumita Ganguly wife of Anindya Kumar Ganguly as vendors herein and the Second Party hereto as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book I, CD Volume No. 16, Pages 4730 to 4746, Being No. 04456 for the year 2009.
- C. For the purpose of beneficial use and enjoyment of their respective properties by the First Party and the Second Party, it has been agreed between the parties hereto that the Second Party shall convey to the First Party, **ALL THAT** undivided 07 Cottahs more or less land contained in Dag 2115 Property equivalent to 23.33% share in the Dag 2115 Property (morefully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written and hereinafter referred to as "the

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First Party's Undivided Share in Dag 2115 Property") Together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road **IN EXCHANGE** for the conveyance by the First Party to the Second Party of **ALL THAT** undivided 07 Cottahs more or less land contained in Dag 2122 Property equivalent to 21.50% share in the Dag 2122 Property (morefully and particularly mentioned and described in **PART-II** of the **THIRD SCHEDULE** hereunder written and hereinafter referred to as "the **Second Party's Undivided Share in Dag 2122 Property") Together with** perpetual and heritable right to use and enjoy the Twenty Feet Common Road.

- D. For the purpose of stamp duty, the First Party's Undivided Share in Dag 2115 Property is valued at Rs.36,96,000/- and Second Party's Undivided Share in Dag 2122 Property is valued at Rs.36,96,000/- and this Deed of Exchange has accordingly been stamped with Ad-valorem stamp duty being Rs.1,84,820/-.

1. NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the conveyance by the First Party in favour of the Second Party as hereinafter contained, the Second Party doth hereby grant convey transfer release assign and assure unto and to the First Party undivided 23.33% share in the Dag 2115 Property being, **ALL THAT** undivided 07 Cottahs more or less of "Sali" land out of the Dag 2115 Property measuring 30 Cottahs comprised of portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza Paschim Barisha, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas (morefully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written and hereinafter referred to as "the **First Party's Undivided Share in Dag 2115 Property") TOGETHER WITH** the perpetual and heritable right to use and enjoy the Twenty Feet Common Road with or without men materials agents vehicles and together with perpetual and heritable right to pass and re-pass over under and along the said Twenty Feet Common Road and also to lay down drainage, sewerage, water pipes, electric cables and wires, telecommunication lines, etc. thereat **TOGETHER WITH** all and singular the edifices, fixtures, gates, courts, courtyards, compound, compound walls, areas, sewers, drains, ways, paths, passages, fences, hedges, ditches, trees, water, water courses, lights, electric, and other connections, fixtures, fittings, and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used

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occupied or enjoyed therewith **AND** reversion or reversions remainder or remainders and rents issues and profits of the First Party's Undivided Share in Dag 2115 Property **AND** all and entire estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Second Party into out of or upon the First Party's Undivided Share in Dag 2115 Property and every part thereof hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TO HAVE AND TO HOLD** the same and every part thereof unto and to the use of the First Party absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or any other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights bargadars bhaag chasis uses liens lispensens attachments debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever.

2. NOW THIS DEED FURTHER WITNESSETH that in pursuance of the said agreement and in consideration of the conveyance by the Second Party in favour of the First Party as hereinabove contained, the First Party doth hereby grant convey transfer release assign and assure unto and to the Second Party undivided 21.50% share in the Dag 2122 Property being, **ALL THAT** undivided 07 Cottahs more or less of "Sali" land out of her undivided 13 Cottahs 08 Chittacks land contained in Dag 2122 Property measuring 32 Cottahs 09 Chittacks 06 Square feet comprised of portion of R.S. Dag No.2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas (morefully and particularly mentioned and described in **PART-II** of the **THIRD SCHEDULE** hereunder written and hereinafter referred to as "the **Second Party's Undivided Share in Dag 2122 Property**" **TOGETHER WITH** the perpetual and heritable right to use and enjoy the Twenty Feet Common Road with or without men materials agents vehicles and together with perpetual and heritable right to pass and re-pass over under and along the said Twenty Feet Common Road and also to lay down drainage, sewerage, water pipes, electric cables and wires, telecommunication lines, etc. thereat **TOGETHER WITH** all and singular the edifices, fixtures, gates, courts, courtyards, compound, compound walls, areas, sewers, drains, ways, paths, passages, fences, hedges, ditches, trees, water, water courses, lights, electric, and other connections, fixtures, fittings, and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** reversion or reversions remainder or

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remainders and rents issues and profits of the Second Party's Undivided Share in Dag 2122 Property **AND** all and entire estate right title interest use trust property claim and demand whatsoever both at law or in equity of the First Party into out of or upon the Second Party's Undivided Share in Dag 2122 Property and every part thereof hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TO HAVE AND TO HOLD** the same and every part thereof unto and to the use of the Second Party absolutely and forever for a perfect and indefeasible estate of inheritance in fee simple in possession without any manner of condition use trust or any other thing whatsoever to alter defeat encumber or make void the same and free from all encumbrances mortgages charges leases tenancies occupancy rights bargadars bhaag chasis uses liens lis pendens attachments debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever.

3. THE FIRST PARTY AND THE SECOND PARTY DO AND EACH OF THEM HEREBY DECLARE AND CONVENANT WITH EACH OTHER FOR THEIR RESPECTIVE PROPERTIES EXCHANGED HEREUNDER as follows:

- 3.1 **THAT** notwithstanding any act deed or thing done executed and/or knowingly suffered to the contrary by the First Party and the Second Party respectively, each of them has the absolute right power and authority to grant convey transfer assign and assure unto and to the other the properties hereby granted conveyed transferred assigned and assured by them respectively, in the manner aforesaid.
- 3.2 **AND THAT** the parties hereto shall and may at all times hereafter peaceably and quietly hold use posses and enjoy the properties respectively acquired by them and receive the rents issues and profits thereof without any interruption disturbance claim and/or demand whatsoever and howsoever from or by the other of them or any person or persons lawfully rightfully or equitably claiming as aforesaid **AND** freed and cleared from and against all manner of encumbrances charges trusts liens lis pendens attachments debutters whatsoever.
- 3.3 **AND THAT** the parties hereto and all persons having or lawfully or equitably claiming any estate right title or interest in the properties hereby granted conveyed transferred assigned and assured in the aforesaid manner shall from time to time and at all times hereafter upon every reasonable request and at the costs of the party requiring the same to do and execute or cause to be done and executed all such lawful and reasonable acts deeds

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matters and things whatsoever for further better and more perfectly effectuating and assuring the other party's property hereby granted conveyed transferred assigned and assured in the aforesaid manner as shall or may be reasonably required by the other party.

3.4 **AND THAT** the parties shall retain the documents of title relating to their respective properties exchanged hereunder and unless prevented by fire or some other irresistible force or accident shall from time to time and at all times hereafter upon every reasonable request and at the costs of the other party produce or cause to be produced to such other party or to his attorneys or agents before or at any trial, examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the aforesaid properties hereby exchanged and shall at the like request and costs of the other party deliver to such party wanting the attested or other copies or extracts therefrom as they may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and un-cancelled.

3.5 **AND THE** parties do hereby further covenant with each other that they and each of them shall pay and discharge, all khajana, land revenue, municipal rates, taxes and other levies impositions and outgoings in respect of their respective undivided share in Dag 2122 Property and Dag 2115 Property after the exchange of properties benefits and rights envisaged hereunder, accruing due with effect from the date of execution of these presents.

4. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AND MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO** that the Original of this Deed of Exchange shall remain in the custody of the First Party and the First Party doth hereby covenant with the Second Party that the First Party shall, unless prevented by fire or some other inevitable accident, from time to time and at all times hereafter upon every reasonable request and costs of the Second Party produce or cause to be produced the same before the Second Party or its coparceners members and/or their heirs executors administrators legal representatives and assigns or his/her/their attorneys or agents or as the Second Party may direct at any trial hearing commission examination or otherwise as occasion shall arise and shall also allow to take copies or extracts or abstracts therefrom and shall in the meantime unless prevented as aforesaid keep the same safe unobliterated and un-cancelled.



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5. The Parties hereto declare and confirm that upon execution of these presents, the Dag 2122 Property described in the First Schedule hereunder written is absolutely owned by the following persons in the following undivided shares and proportion:

(i)	The First Party hereto	- 19.95%
(ii)	The Second Party hereto	- 21.50%
(iii)	Vinay Jain	- 19.95%
(iv)	Akshita Jain	- 19.95%
(v)	Pallavi Chhajjer	- 09.90%
(vi)	Harsh Chhajjer	- <u>08.75%</u>
		<u>100.00%</u>

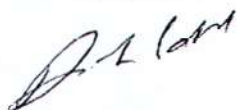
6. The Parties hereto declare and confirm that upon execution of these presents, the Dag 2115 Property described in the Second Schedule hereunder written is absolutely owned by the following persons in the following undivided shares and proportion:

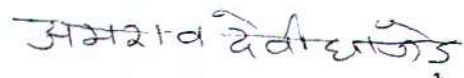
(i)	The First Party hereto	- 23.33%
(ii)	The Second Party hereto	- <u>76.67%</u>
		<u>100.00%</u>

THE FIRST SCHEDULE ABOVE REFERRED TO :
(DAG 2122 PROPERTY)

ALL THAT piece and parcel of "Sali" land containing an area of 32 Cottahs 09 Chittacks 06 Square feet more or less comprised of divided demarcated portion of R.S. Dag No.2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No. 235, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas and shown in the plan annexed hereto duly bordered thereon in '**Red**' and butted and bounded as follows:

- On the **North** : By portion of R.S. Dag No. 2122 in Mouza Paschim Barisha.
- On the **South** : By portion of R.S. Dag No. 2122 in Mouza Paschim Barisha;
- On the **East** : By 20' (twenty feet) wide common *kutchha* road;
- On the **West** : By portion of R.S. Dag No. 2122 in Mouza Paschim Barisha.





OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(DAG 2115 PROPERTY)

ALL THAT piece and parcel of "Sali" land containing an area of 30 Cottahs more or less comprised of divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No. 239, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas and shown in the plan annexed hereto duly bordered thereon in '**Blue**' and butted and bounded as follows:

- On the **North** : By portion of R.S. Dag No. 2115 in Mouza Paschim Barisha.
- On the **South** : By portion of R.S. Dag No. 2115 in Mouza Paschim Barisha;
- On the **East** : By 20' (twenty feet) wide common *kutch*a road;
- On the **West** : By portions of R.S. Dag Nos. 2114 and 2127 in Mouza Paschim Barisha.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO :
PART-I
(First Party's Undivided Share In Dag 2115 Property)

ALL THAT undivided 07 Cottahs more or less of "Sali" land out of 30 Cottahs comprised in portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No. 239, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas, which undivided 07 Cottahs land is equivalent to undivided 23.33% share of and in the Dag 2115 Property described in the Second Schedule hereinabove written.

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PART-II**(Second Party's Undivided Share In Dag 2122 Property)**

ALL THAT undivided 07 Cottahs more or less of "Sali" land out of undivided 13 Cottahs 08 Chittacks land contained in Dag 2122 Property measuring 32 Cottahs 09 Chittacks 06 Square feet comprised in portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No. 235, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas, which undivided 07 Cottahs land is equivalent to undivided 21.50% share of and in the Dag 2122 Property described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVEREDby the abovenamed **FIRST PARTY,****(SMT.) AMRAW DEVI CHHAJER** at

Kolkata in the presence of:

- 1) *Ray Kumar Chhajeri*
RAY KUMAR CHHAJER
810 SAI SAMANT MAL CHHAJER
JAICHAND VILLAGE, DEODIAZER,
KOLKATA
- 2) *Ankit Shroff* Advocate

SIGNED SEALED AND DELIVEREDon behalf of the abovenamed **SECOND****PARTY, DINESH PATEL (HUF)** by its

Karta Dinesh Patel at Kolkata in the

presence of:

- 1) *Ray Kumar Chhajeri*
RAY KUMAR CHHAJER.
- 2) *Ankit Shroff* Advocate
4, Government Place North,
8th floor, Kolkata - 700001.

Drafted by me:

Ankit Shroff
Ankit Shroff, Advocate
C/o. Pankaj Shroff & Company
4, Government Place (North)
8th floor, Kolkata-700001
Enrolment No. F/66/2008

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read over & explained the contents of this deed of exchange in Hindi Language to my mother AMRAW DEVI CHHAJER












Ray Kumar Chhajeri
10/18/18

DINESH PATEL (HUF)












Dinesh Patel

KARTA

Finger prints of the above executant

 <p style="font-size: 2em; font-weight: bold; margin-top: 10px;">अश्विनी देवी धाके</p>					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

Finger prints of the above executant

					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2018, Page from 296415 to 296439

being No 160208837 for the year 2018.



Digitally signed by RINA CHAUDHURY
Date: 2018.08.16 19:28:03 +05:30
Reason: Digital Signing of Deed.

(Rina Chaudhury) 16/08/2018 19:27:45
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

DATED THIS 10TH DAY OF AUGUST 2018

BETWEEN

(SMT.) AMRAW DEVI CHAJJER

.... FIRST PARTY

AND

(DR.) DINESH PATEL (HUF)

... SECOND PARTY

DEED OF EXCHANGE

PANKAJ SHROFF & COMPANY
Advocates
4 GOVERNMENT PLACE (NORTH),
8TH FLOOR,
KOLKATA-700 001