

8829/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 534560

THIS DEED OF EXCHANGE made this 10th day of AUGUST Two Thousand and Eighteen **BETWEEN VIJAY SINGH BAID (HUF)** (having PAN AAFHV0561G) a Hindu Undivided Family having its office at 36/2A, Ram Krishna Samadhi Road, Police Station - Phoolbagan, Post Office - Kankurgachi,

W. Baid *Mammy*

WY 796

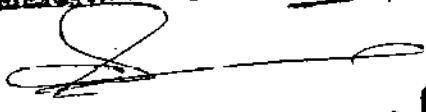
PANKAJ SHROFF & CO.

Govt. Office (North)
Delta House, 8th Floor,
Kolkata - 700 001

NAME.....
ADD.....
Rs.....

6 JUL 2018

SURANJAN MIKHERJEE
Licensed Stamp Vendor
C. C. Court
283, K. S. Road, Kolkata



6 JUL 2018
6 JUL 2018

Kolkata 700054 represented by its Karta Vijay Singh Baid (having PAN ADEPB3625K) son of Punam Chand Baid residing at 36/2A, Ram Krishna Samadhi Road, Police Station - Phoolbagan, Post Office - Kankurgachi, Kolkata 700054 (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 the coparceners and members of the said Hindu Undivided Family for the time being their respective heirs executors administrators and legal representatives) of the **FIRST PART AND MANOJ KUMAR CHHALANI (HUF)** (having PAN AAHHM4714J) a Hindu Undivided Family having its office at Suryakiran Apartment, Block B, 2nd Floor, DC-115 Narayantalla West, Police Station - Rajarhat, Post Office - Desh Bandu Nagar, Kolkata 700059 represented by its Karta Mr. Manoj Kumar Chhalani (having PAN ACNPC9867E) son of late B.L. Chhalani residing at Suryakiran Apartment, Block B, 2nd Floor, DC-115 Narayantalla West, Police Station - Rajarhat, Post Office - Desh Bandu Nagar, Kolkata 700059 (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:**

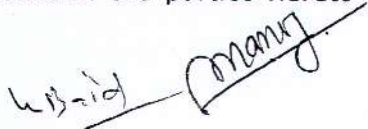
WHEREAS:

- 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 30 Cottahs 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 **Together with** perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the western side of the Dag 2122 Property leading from Bakrahat Road to the Dag 2122 Property (hereinafter referred to as the "**Thirty Feet Common Road**") having purchased the same by Deed of Sale dated 12th October, 2007 made between Sudhir Chandra Mondal son of late Hazu

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Mondal as vendor therein and the First Party hereto as purchaser therein and registered with the District Sub-Registrar - II, Alipore in Book I, CD Volume No. 16, Page 4747 to 4761, Being No.04457 for the year 2009.

- A1. By a Deed of Gift dated 29th June, 2018 registered with the District Sub-Registrar - II, Alipore in Book I, Volume No. 1602-2018, Pages 235709 to 235735, Being No.160207036 for the year 2018, the First Party hereto granted conveyed and transferred by way of gift unto and in favour of its coparceners (i) Mahak Baid and (ii) Mayank Baid **All That** undivided 09 Cottahs more or less of 'Sali' land out of 30 Cottahs more or less comprised in the Dag 2122 Property (equivalent to undivided 30% share in the Dag 2122 Property) in equal shares together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road and Thirty Feet Common Road, absolutely and forever.
- A2. The First Party continues to be the owner of 70% undivided share in the Dag 2122 Property equivalent to 21 Cottahs 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 40 Cottahs more or less comprised of divided demarcated portion of R.S. Dag No. 2143 recorded in R.S. Khatian No.2288, 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 2143 Property**") **Together with** perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the eastern side of the Dag 2143 Property (hereinafter referred to as the "**Thirty Feet Common Road**") having purchased the same by Deed of Conveyance dated 31st August, 2005 made between (i) Sadananda Dewan and (ii) Binanda Dewan both sons of late Nanigopal Dewan as vendors herein and the Second Party hereto as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 61, Page 976 to 990, Being No. 03308 for the year 2006.
- 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



 Mahak Baid

Party, **ALL THAT** undivided 07 Cottahs more or less land contained in the Dag 2143 Property equivalent to 17.50% share in the Dag 2143 Property (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 2143 Property**") **Together with** perpetual and heritable right to use and enjoy the Thirty 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 the Dag 2122 Property equivalent to 23.33% 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 and Thirty Feet Common Road.

- D. For the purpose of stamp duty, the First Party's Undivided Share in Dag 2143 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 17.50% share in the Dag 2143 Property being, **ALL THAT** undivided 07 Cottahs more or less of "Sali" land out of the Dag 2143 Property measuring 40 Cottahs comprised of portion of R.S. Dag No. 2143 recorded in R.S. Khatian No. 2288, 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 2143 Property**") **TOGETHER WITH** the perpetual and heritable right to use and enjoy the Thirty 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 Thirty 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

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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 remainders and rents issues and profits of the First Party's Undivided Share in Dag 2143 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 2143 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. AND 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 23.33% share in the Dag 2122 Property being, **ALL THAT** undivided 07 Cottahs more or less of "Sali" land out of its undivided 21 Cottahs land contained in Dag 2122 Property measuring 30 Cottahs 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 both the Twenty Feet Common Road and the Thirty 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 the Thirty 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

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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 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.

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- 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 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 its attorneys or agents before or at any trial, examination or commission for inspection or otherwise as 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 THAT** 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 2143 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

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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 un-obliterated and un-cancelled.

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	- 46.67%
(ii)	The Second Party hereto	- 23.33%
(iii)	Mahek Baid	- 15.00%
(iv)	Mayank Baid	- <u>15.00%</u>
		<u>100.00%</u>

6. The Parties hereto declare and confirm that upon execution of these presents, the Dag 2143 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	- 17.50%
(ii)	The Second Party hereto	- <u>82.50%</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 30 Cottahs 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:

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- 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 portion of R.S. Dag No. 2122 in Mouza Paschim Barisha and 20' (twenty feet) wide common road;
- On the **West** : By 30' (twenty feet) wide common *kutch*a road.

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 2143 PROPERTY)

ALL THAT piece and parcel of "Sali" land containing an area of 40 Cottahs more or less comprised of divided demarcated portion of R.S. Dag No. 2143 recorded in R.S. Khatian No. 2288, 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. 2143 in Mouza Paschim Barisha.
- On the **South** : By portion of R.S. Dag No. 2143 in Mouza Paschim Barisha;
- On the **East** : By 30' (thirty feet) wide common *kutch*a road;
- On the **West** : By Canal.

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 2143 Property)

ALL THAT undivided 07 Cottahs more or less of "Sali" land out of 40 Cottahs comprised in portion of R.S. Dag No. 2143 recorded in R.S. Khatian No. 2288, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No. 239, Police

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Handwritten signature/initials.

SIGNED SEALED AND DELIVERED
 on behalf of the abovenamed **SECOND**
PARTY, MANOJ KUMAR CHHALANI
(HUF) by its Karta Manoj Kumar
 Chhalani at Kolkata In the presence of:

MANOJ KUMAR CHHALANI (HUF)

Manoj Chhalani
 Karta

- 1) Ankit Shroff
 Advocate
- 2) Raj Kumar Chatterjee
 RAT KUMAR CHATTERJEE

Drafted by me:

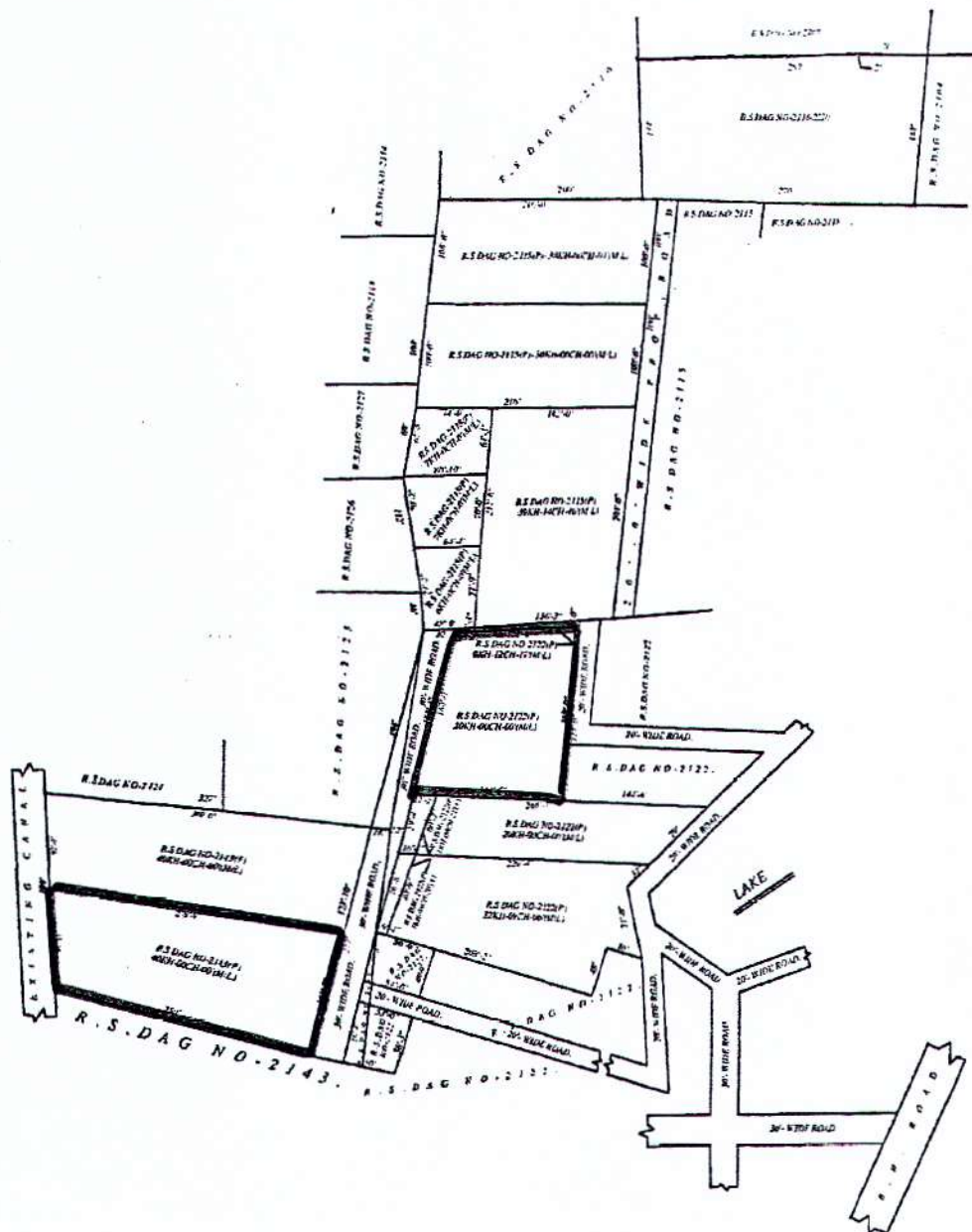
Ankit Shroff
 Ankit Shroff, Advocate
 C/o. Pankaj Shroff & Company
 4, Government Place (North)
 8th floor, Kolkata-700001
 Enrolment No. F/66/2008

SCHEME LAYOUT PLAN.

AT-MOUZA-PASCHIM BARISHA. J.L. R.S.NO-43.R.S.KH.NO-R.S.DAG
NOS-2115,2122,2143R.S.KH.NOS-2607,2194&2288.

P.S.THAKUPUKUR.DIST-24 PGS(S). UNDER ASHUTI G.P-II.




SCALE-1"=50'-0"






1144-2011

For VIJAY SINGH BAID (HUF)
 vijay singh Baid
 KARTA

MANOJ KUMAR GHHALANI (HUF)
 Manoj K. Ghhalani
 Karta

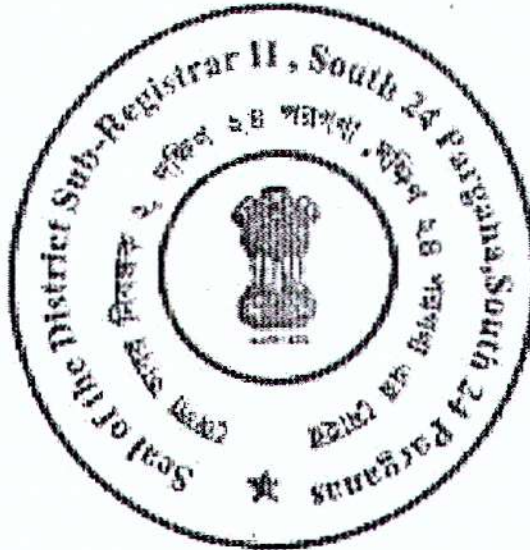
Finger prints of the above executant				
				
Little		Ring	Middle (Left Hand)	Fore Hand
Thumb		Fore	Middle (Right Hand)	Ring Hand
				Little

Finger prints of the above executant				
				
Little		Ring	Middle (Left Hand)	Fore Hand
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 296344 to 296370
being No 160208839 for the year 2018.



Digitally signed by RINA CHAUDHURY
Date: 2018.08.16 19:23:27 +05:30
Reason: Digital Signing of Deed.

Rina Chaudhury

(Rina Chaudhury) 16/08/2018 19:23:09
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

VIJAY SINGH BAID (HUF)

.... FIRST PARTY

AND

MANOJ KUMAR CHHALANI (HUF)

... SECOND PARTY

DEED OF EXCHANGE

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