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00183/2012

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 245927

Certified that the document is admitted to registration. The stamp sheet/sheet's & the endorsement sheet/sheet's attached with this document's are the part of this document.

Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

9 NOV 2012

THIS DEED OF EXCHANGE made this 27th day of November, 2012
BETWEEN (1) NEWEDGE VANIJYA PRIVATE LIMITED (PAN AADCN1164E), a
Private Limited Company incorporated under the Companies Act, 1956, having

05/50

104021

Sl. No. _____
Sold to _____
of _____
Rs 100/- (Rupees One Hundred Only)
LICENSED STAMP VENDOR
A. K. CHOURASIA
1, High Exchange Place,
MUMBAI 400 001

M. S. KHANDELWAL & CO.
6, Old Post Office Street
Mumbai-400 001

Abhanke

147

Abhanke

151

Abdul Hamid Tarafdar

27 NOV 2012



Abdul Robi Tarafdar

Sonab S. Tarafdar

via Alghara

cat. 170

Additional District Sub-Registrar
Rajarat, New Town, North 24 Parganas

27 NOV 2012

its Registered Office at 101 Park Street, Ground Floor, Siddha Point, Kolkata 700016, (2) **SUHAGAN MARKETING PRIVATE LIMITED (PAN AAJCS7685R)**, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (3) **NEUTRAL VYAPAAR PRIVATE LIMITED (PAN AACCN4013B)**, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, all hereinafter collectively called "the **FIRST PARTY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **ONE PART**:

AND

ABDUL HANNAN TARAFDAR son of Late Sikandar Ali Tarafdar, by caste Muslim, residing at Village Atghara, P.S. Baguiati (formerly Rajarhat), Kolkata 700136, District North 24 Parganas, hereinafter called "the **SECOND PARTY**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives executors administrators and/or assigns) of the **OTHER PART**.

WHEREAS:

A. The First Party herein have held out, represented before and assured the Second Party, inter alia, as follows:

1) Newedge Vanijya Private Limited & Others i.e. the First Party herein are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners/raiyats to **ALL THAT** various pieces or parcels of land situate lying at and comprised in various Dags recorded in various Khatian in Mouza Atghara, J.L. No.10, under Police Station Baguihati, Sub-Registration Office A.D.S.R. Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur municipality, Ward No.9, absolutely and forever, under and by virtue of several Indentures of Conveyance, details whereof are mentioned hereinbelow:

a) By an Indenture of Conveyance dated 7/3/12 and registered with the ADSR Bidhannagar (Salt Lake City) in Book No.1, CD Volume No.4, Pages 15954 to 15970 Being No.02941 for the year 2012, one **Newedge Vanijya Private Limited** and **Aditya Dealmark Private Limited** purchased and acquired **All That** the piece or parcel of "Sali" land containing and area of 17.25 Decimal, more or less, situate lying at Mouza Atgara, J.L. No.10, and comprised in R.S./ L.R. Dag No.535 (Area- 6.25 Decimal), recorded in L.R.Khatian No. 725, and R.S./ L.R. Dag No.536 (Area- 7.50 Decimal),

R.S./ L.R. Dag No.537 (Area- 1.25 Decimal), and R.S./ L.R. Dag No.538 (Area- 2.25 Decimal), recorded in L.R.Khatian No. 216, under Police Station Rajarhat presently Baguiati, District North 24 Pargana, having equal one-half share therein, absolutely & forever;

- b) By an Indenture of Conveyance dated 13/04/2007 and registered with the DSR-II Barasat, North 24 Parganas in Book No.1, CD Volume No. 8, Pages 3890 to 3899, Being No.6606, for the year 2008, one **Suhagan Marketing Pvt. Ltd.** and **Neutral Vyapaar Pvt. Ltd.**, purchased and acquired **All That** the piece or parcel of "Sali" land admeasuring 7.0 (Seven) Decimal, more or less, situate lying at at Mouza Atgara, J.L. No.10, comprised in R.S./ L.R.Dag No. 537 (Area- 2.5 Decimal) and 538 (Area- 4.5 Decimal), recorded in L.R. Khatian No. 263 and 375, under Police Station Rajarhat presently Baguiati, District North 24 Pargana, both had equal one-half share therein, absolutely and forever;
- c) After the aforesaid purchases, aforesaid purchasers mutated their name in ROR vide L.R. Khatian No.2205, 2204, 1596 and 1617 ;
- d) Thus, by vitue of aforesaid purchases, the **First Party** herein became sole and absolute owner of **All That** piece or parcel of land admeasuring 15.625 decimal, situate lying at at Mouza Atgara, J.L. No.10, comprised in R.S./ L.R.Dag No. 535, 536, 537 and 538, recorded in L.R. Khatian No.2205, 1596 and 1617, under Police Station Rajarhat presently Baguiati, District North 24 Pargana, more fully mentioned herein below and has agreed to exchange 5.666 decimal of land out of their purchased land with the Second Party, in the manner mentioned herein below and morefully described in the **SCHEDULE "A"** hereunder written and hereinafter referred to as "the **FIRST PARTY'S PROPERTY**":

the FIRST PARTY	L.R. Khatian No.	L.R./ R.S. Dag No.	Total Area purchased and recorded in ROR (in Decimal)	Total Area exchanging with Second Party (in Decimal)
NEWEDGE VANIJYA PVT. LTD.	2205	535	3.125	1.500
		536	3.750	0.740
		537	0.625	0.625
		538	1.125	0.3016
SUHAGAN MARKETING PVT. LTD.	1596	537	1.250	1.250
		538	2.250	-
NEUTRAL VYAPAAR PVT. LTD.	1617	537	1.250	1.250
		538	2.250	-
TOTAL :			15.625	5.666 (the First Party's property)

B. The Second Party herein has held out, represented before and assured the First Party, inter alia, as follows:

i) one Sikandar Ali Tarafdar was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to ALL THAT various pieces or parcels of land containing an area of **17 Sataks**, more or less, situate lying at Mouza Atghara, J.L. No.10, comprised in R.S. Dag No. 508, 509, 530, 550, 709, 720 and 721, under R.S. Khatian No. 78, 79 and 368, Police Station Rajarhat presently Baguihati, Sub-Registration Office A.D.S.R., Bidhannagar (Salt Lake City), in the District of North 24-Parganas, within the limits of Rajarhat Gopalpur Municipality, Ward No.9, absolutely and forever, details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	Nature of Land	R.S. Khatian No.	Total Area in Dag (in Satak)	Share of Sikandar Tarafdar	Area Owned by Sikandar Tarafdar (in Satak)
508	Danga	78, 79 and 368	06	0.3333	2.000
509	Danga		03	0.3333	1.000
530	Sali		05	0.3333	1.666
720	Sali		08	0.3333	2.666
721	Sali		07	0.3333	2.333
550	Sali		12	0.3333	4.000
709	Sali		10	0.3333	3.333
Total:					17.000

ii) the said Sikandar Ali Tarafdar, a Muslim governed by Mohammedan Law, died intestate leaving behind him surviving his three sons namely, (1) Abdur Rahim Tarafdar, (2) Abdur Rahaman Tarafdar, and (3) Abdul Hannan Tarafdar, and two daughters namely (4) Sahida Khatun, and (5) Asura Khatun, and his only wife (6) Khairun Nechha Bibi, as his only heirs heiresses and legal representatives, who all upon his death inherited and became entitled to the said **17 Sataks** of land in the aforesaid Dags, absolutely and forever and after the aforesaid inheritance they also mutated their name in ROR vide L.R. Khatian No. 148 (Abdur Rahim Tarafdar), 147 (Abdur Rahaman Tarafdar), 158/1 (Abdul Hannan Tarafdar), 913/1 (Sahida Khatun), 167/1 (Asura Khatun) and 304 (Khairun Nechha Bibi), more fully detailed hereunder:

R.S./ L.R. Dag No.	the FIRST PARTY	L.R. Khatinn No.	Share in total dag area (in terms of %)	Area owned by inheritance (in decimal)
508 (Total Area in Dag- 6 decimal)	Abdur Rahim Tarafdar	148	7.2916	0.43750
	Abdur Rahaman Tarafdar	147	7.2916	0.43750
	Abdul Hannan Tarafdar	158/1	7.2916	0.43750
	Sahida Khatun	913/1	3.6458	0.21875
	Asura Khatun	167/1	3.6458	0.21875
	Khairun Nechha Bibi	304	4.1666	0.25000
	Total:			2.0000
509 (Total Area in Dag- 3 decimal)	Abdur Rahim Tarafdar	148	7.2916	0.21875
	Abdur Rahaman Tarafdar	147	7.2916	0.21875
	Abdul Hannan Tarafdar	158/1	7.2916	0.21875
	Sahida Khatun	913/1	3.6458	0.10937
	Asura Khatun	167/1	3.6458	0.10937
	Khairun Nechha Bibi	304	4.1666	0.12500
	Total:			1.0000
530 (Total Area in Dag- 5 decimal)	Abdur Rahim Tarafdar	148	7.2916	0.36458
	Abdur Rahaman Tarafdar	147	7.2916	0.36458
	Abdul Hannan Tarafdar	158/1	7.2916	0.36458
	Sahida Khatun	913/1	3.6458	0.18229
	Asura Khatun	167/1	3.6458	0.18229
	Khairun Nechha Bibi	304	4.1666	0.20833
	Total:			1.66666
550 (Total Area in Dag- 12 decimal)	Abdur Rahim Tarafdar	148	7.2916	0.87500
	Abdur Rahaman Tarafdar	147	7.2916	0.87500
	Abdul Hannan Tarafdar	158/1	7.2916	0.87500
	Sahida Khatun	913/1	3.6458	0.43750
	Asura Khatun	167/1	3.6458	0.43750
	Khairun Nechha Bibi	304	4.1666	0.50000
	Total:			4.00000
709 (Total Area in Dag- 10 decimal)	Abdur Rahim Tarafdar	148	7.2916	0.72917
	Abdur Rahaman Tarafdar	147	7.2916	0.72917
	Abdul Hannan Tarafdar	158/1	7.2916	0.72917
	Sahida Khatun	913/1	3.6458	0.36458
	Asura Khatun	167/1	3.6458	0.36458
	Khairun Nechha Bibi	304	4.1666	0.416666
	Total:			3.33333
720 (Total Area in Dag- 8 decimal)	Abdur Rahim Tarafdar	148	7.2916	0.58333
	Abdur Rahaman Tarafdar	147	7.2916	0.58333
	Abdul Hannan Tarafdar	158/1	7.2916	0.58333
	Sahida Khatun	913/1	3.6458	0.29167
	Asura Khatun	167/1	3.6458	0.29167
	Khairun Nechha Bibi	304	4.1666	0.33333
	Total:			2.66666
721 (Total Area in Dag- 7 decimal)	Abdur Rahim Tarafdar	148	7.2916	0.51041
	Abdur Rahaman Tarafdar	147	7.2916	0.51041
	Abdul Hannan Tarafdar	158/1	7.2916	0.51041
	Sahida Khatun	913/1	3.6458	0.25521
	Asura Khatun	167/1	3.6458	0.25521
	Khairun Nechha Bibi	304	4.1666	0.29167
	Total:			2.33333

iii) By an Indenture of Conveyance dated 26.03.1984 and registered with the Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. 1, Volume No. 31, Pages 123 to 132, Being No. 1162 for the year 1984, the said (1) Khairun Nechha Bibi and (2) Sahida Khatun, for the consideration mentioned therein, sold transferred, granted and conveyed entirety of their share, i.e. All That piece or parcel of land admeasuring 11.25 (Eleven point Two Five) decimal, more or less, at Mouza Atghara, J.L. No.10, contained in R.S./L.R. Dag No. 530, 720, 721 and 550, recorded in R.S. Khatian No. 79 and 368, corresponding to L.R. Khatian No. 304 and 913/1, Police Station Rajarhat presently Baguihati, District of North 24-Parganas, along with other properties, unto and in favour of (1) Abdur Rahim Tarafdar, (2) Abdur Rahaman Tarafdar, and (3) Abdul Hannan Tarafdar, absolutely and forever ;

iv) By an Indenture of Conveyance dated 17.05.1989 and registered with the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. 1, Volume No. 86, Pages 141 to 152, Being No. 4048 for the year 1989, the said Asura Khatun, for the consideration mentioned therein, sold, transferred, granted and conveyed entirety of her share, i.e. All That piece or parcel of land admeasuring 5.243 (Five point Two Four Three) decimal, more or less, at Mouza Atghara, J.L. No.10, contained in R.S./L.R. Dag No. 530, 720, 721 and 550, recorded in R.S. Khatian No. 79 and 368, corresponding to L.R. Khatian No. 167/1, Police Station Rajarhat presently Baguihati, District of North 24-Parganas, along with other properties, unto and in favour of (1) Abdur Rahim Tarafdar, (2) Abdur Rahaman Tarafdar, and (3) Abdul Hannan Tarafdar, absolutely and forever ;

v) By an Indenture of Conveyance dated 08.10.1990 and registered with the District Registrar, Barasat, recorded in Book No. 1, Volume No. 92, Pages 210 to 213, Being No. 4147 for the year 1990, the said (1) Khairun Nechha Bibi, (2) Sahida Khatun, and (3) Asura Khatun, for the consideration mentioned therein, sold, transferred, granted and conveyed entirety of their share, i.e. All That piece or parcel of land admeasuring 2.1771 (Two point One double Seven One) decimal, more or less, at Mouza Atghara, J.L. No.10, contained in R.S./L.R. Dag No. 508, 509 and 709, recorded in R.S. Khatian No. 78, 79 and 368, corresponding to L.R. Khatian No. 304, 913/1 and 167/1, under Police Station Rajarhat presently Baguihati, District of North 24-Parganas, along with other properties, unto and in favour of (1) Abdur Rahim Tarafdar, (2) Abdur Rahaman Tarafdar, and (3) Abdul Hannan Tarafdar, absolutely and forever ;

vi) By virtue of the above inheritance and purchase, Hannan Tarafdar (being the Second Party herein) became seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner/ raiyat, amongst other properties, i.e. **ALL THAT** the various pieces or parcels of land admeasuring 5.6666 (Five point double Six double Six) decimal, more or less, comprised in R.S./L.R. Dag No. 508, 509, 530, 550, 709, 720 and 721, recorded in R.S. Khatian No. 78, 79 and 368, corresponding to L.R.Khatian No. 158/1, 304, 913/1 and 167/1, in Mouza Atghara, J.L. No.10, under Police Station Rajarhat presently Baguihati, District of North 24-Parganas, absolutely and forever, morefully described in the **SCHEDULE "B"** hereunder written and hereinafter referred to as "the **SECOND PARTY'S PROPERTY**", details whereof are mentioned hereinbelow:

R.S/L.R. Dag No.	Total Area in Dag (in Decimal)	Area inherited by Hannan Tarafdar (in Decimal)	Area purchased by Hannan Tarafdar (in Decimal)	Total Area owned (in Decimal)
508	06	0.43750	0.22917	0.6667
509	03	0.21875	0.11458	0.3333
530	05	0.36458	0.19097	0.5555
720	08	0.58333	0.30555	0.8888
721	07	0.51042	0.26736	0.7778
550	12	0.87500	0.45833	1.3333
709	10	0.72917	0.38194	1.1111
the Second Party's Property :				5.6666

C. The parties hereto have mutually agreed and decided to exchange their respective properties, i.e. the First Party having agreed to convey the First Party's Property to the Second Party and the Second Party having agreed to convey the Second Party's Property to the First Party.

D. The First Party's Property is valued at Rs.15,00,000/- (Rupees Fifteen Lac Only) and the Second Party's Property is valued at Rs.15,00,000/- (Rupees Fifteen Lac Only).

I. **NOW THIS DEED 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 hereinafter contained, the First Party doth hereby grant, convey, transfer, release, assign and assure unto and to the Second Party **ALL THAT** the First Party's Property, more fully described in the **SCHEDULE "A"** hereunder written **TOGETHER WITH** all and singular the intangible assets, edifices fixtures, gates courts courtyards, compound, compound walls, areas sewers drains ways paths passages driveways fences hedges ditches walls boundary walls, water, water courses, lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances

whatsoever to the First Party's Property 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 thereof and all and every part thereof **AND** all the 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 First Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title which in anywise relate to the First Party's Property (including those hereinbefore recited) and which now are or hereafter shall or may be in possession power or control of the First Party or any person or persons from whom the First Party can or may procure the same without any action or suit **TO HAVE AND TO HOLD** the First Party's Property unto and to the Second Party absolutely and forever free from all encumbrances mortgages charges leases tenancies occupancy rights liens lispendens attachments trusts claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

II. NOW THIS DEED FURTHER 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 hereinbefore contained, the Second Party doth hereby grant, convey, transfer, release, assign and assure unto and to the First Party **ALL THAT** the Second Party's Property, more fully described in the **SCHEDULE "B"** hereunder written **TOGETHER WITH** all and singular the intangible assets edifices fixtures gates courts courtyards compound, compound walls, areas sewers drains, ways paths passages driveways fences hedges ditches trees walls boundary walls water, water courses, lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the Second Party's Property 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 thereof and all and every part thereof **AND** all the 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 Second Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidences of title which in anywise relate to the Second Party's Property (including those hereinbefore recited) and which now are or hereafter shall or may be in possession power or control of the Second Party or any person or persons from whom the Second Party can or may procure the same without any action or suit **TO HAVE AND TO HOLD** the Second Party's Property unto and to the First Party absolutely and forever free from all encumbrances mortgages charges

leases tenancies occupancy rights liens lispendens attachments trusts claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.

III. THE FIRST PARTY DOTH HEREBY COVENANT WITH THE SECOND PARTY as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the First Party done committed executed or knowingly permitted or suffered to the contrary the First Party has been and is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the First Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and in favour of the Second Party without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the First Party has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the First Party's Property hereby granted sold conveyed and transferred or expressed or intended so to be unto and in favour of the Second Party or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the First Party hath now in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the First Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and in favour of the Second Party in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the First Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now is free from all claims demands encumbrances mortgages charges liens attachments leases restrictive covenants lispendens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the First Party or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the First Party or its predecessors-in-title.
- (v) **AND THAT** the Second Party shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the First Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or

intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the First Party or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.

- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the First Party or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the First Party or any person or persons claiming as aforesaid.
- (vii) **AND THAT** the First Party and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the First Party's Property or any part thereof through under or in trust for the First Party or its predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Second Party do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the First Party's Property unto and to the Second Party in the manner aforesaid as shall or may reasonably be required by the Second Party.
- (viii) **AND ALSO THAT** the First Party shall at all times hereafter indemnify and keep saved harmless and indemnified the Second Party against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Second Party by reason of any defect in the title of the First Party to the First Party's Property.

IV. AND THE FIRST PARTY DOTH HEREBY REPRESENT DECLARE CONFIRM AND ASSURE THE SECOND PARTY as follows:

- a) **THAT** in case at any time hereafter any liability on account of arrear rates taxes and land revenue in respect of the First Party's Property be found due for the period upto the date hereof, the First Party undertakes to pay the same on demand.
- b) **THAT** the First Party's Property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the First

Party for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

- c) **AND THAT** the First Party's Property or any portion thereof is not affected by any notice or scheme or alignment of the Rajarhat Gopalpur Municipality or the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority.
- d) **AND THAT** no declaration is made or published for acquisition or requisition of the First Party's Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the First Party's Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever.

V. THE SECOND PARTY DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE FIRST PARTY as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Second Party done committed executed or knowingly permitted or suffered to the contrary the Second Party have been and are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Second Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and in favour of the First Party without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Second Party have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the Second Party's Property hereby granted sold conveyed and transferred or expressed or intended so to be unto and in favour of the First Party or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Second Party have now in themselves good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the Second Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and in favour of the First Party in the manner aforesaid according to the true intent and meaning of these presents;

- (iv) **AND THAT** the Second Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now is free from all claims demands encumbrances mortgages charges liens attachments leases restrictive covenants lispendens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Second Party or any of them or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Second Party oar or their predecessors-in-title.
- (v) **AND THAT** the First Party shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the Second Party's Property hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Second Party or any of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.
- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Second Party and each of them or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases restrictive covenants liens attachments lispendens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Second Party or any of them or any person or persons claiming as aforesaid.
- (vii) **AND THAT** the Second Party and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the Second Party's Property or any part thereof through under or in trust for the Second Party's Property or any of them or their predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the First Party do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the Second Party's Property unto and to the First Party in the manner aforesaid as shall or may reasonably be required by the First Party.
- (viii) **AND ALSO THAT** the Second Party and each of them shall at all times hereafter indemnify and keep saved harmless and indemnified the First Party against all losses, damages, costs, charges, expenses, claims,

demands and consequences if any suffered by the First Party by reason of any defect in the title of the Second Party to the Second Party's Property.

VI. AND THE SECOND PARTY DO AND EACH OF THEM DOTH HEREBY REPRESENT DECLARE CONFIRM AND ASSURE THE FIRST PARTY as follows:

- a) **THAT** in case at any time hereafter any liability on account of arrear rates taxes and land revenue in respect of the Second Party's Property be found due for the period upto the date hereof, the Second Party undertake to pay the same on demand.
- b) **THAT** the Second Party's Property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or the Estate Duty Authority or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Second Party or any of them for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- c) **AND THAT** the Second Party's Property or any portion thereof is not affected by any notice or scheme or alignment of the Rajarhat Gopalpur Municipality or the Kolkata Metropolitan Development Authority or the Government or any other Public Body or Authority.
- d) **AND THAT** no declaration is made or published for acquisition or requisition of the Second Party's Property or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the Second Party's Property or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever.

SCHEDULE "A" ABOVE REFERRED TO:

(First Party's Property, being conveyed to the Second Party)

ALL THAT the various pieces or parcels of land containing and area of 5.6666 [Five point double Six double Six] decimal, more or less, situate lying at Mouza Atghara, J.L. No.10, Tarafdarpada, comprised in various R.S./L.R. Dag No.535, 536, 537 and 538, recorded in L.R. Khatian No.2205, 1596 and 1617, under Police Station Baguihati, within the limits of Rajarhat Gopalpur Municipality, Ward No.9, details whereof are mentioned hereinbelow:

R.S./ L.R. Dag No.	the FIRST PARTY	L.R. Khatian No.	Total Area exchanged with Second Party (in Decimal)
535	NEWEDGE VANIJYA PVT. LTD.	2205	1.5000
Total:			1.5000
536	NEWEDGE VANIJYA PVT. LTD.	2205	0.7400
Total:			0.7400
537	NEWEDGE VANIJYA PVT. LTD.	2205	0.6250
	SUHAGAN MARKETING PVT. LTD.	1596	1.2500
	NEUTRAL VYAPAAR PVT. LTD.	1617	1.2500
Total:			3.125
538	NEWEDGE VANIJYA PVT. LTD.	2205	0.3016
Total:			0.3016

Land in R.S./L.R. Dag No.535, being conveyed is butted and bounded as follows:

- ON THE NORTH** : By land in R.S./L.R. Dag No. 536 ;
ON THE SOUTH : By land in R.S./L.R. Dag No. 534 ;
ON THE EAST : By a pucca boundary wall and land
in R.S./L.R. Dag No. 535 part ;
ON THE WEST : By the Second Party's land in R.S./L.R. Dag No. 535 ;

Land in R.S./L.R. Dag No.536, being conveyed is butted and bounded as follows:

- ON THE NORTH** : By land in R.S./L.R. Dag No. 537 ;
ON THE SOUTH : By land in R.S./L.R. Dag No. 535 ;
ON THE EAST : By a pucca boundary wall and land
in R.S./L.R. Dag No. 536 part ;
ON THE WEST : By the Second Party's land in R.S./L.R. Dag No. 536 ;

Land in R.S./L.R. Dag No.537, being conveyed is butted and bounded as follows:

- ON THE NORTH** : By a pucca boundary wall and
land in R.S./L.R. Dag No. 537 part ;
ON THE SOUTH : By the Second Party's land in R.S./L.R. Dag No. 536 ;
ON THE EAST : By land in R.S./L.R. Dag No. 538 part ;
ON THE WEST : By land in R.S./L.R. Dag No. 519 ;

Land in R.S./L.R. Dag No.538, being conveyed is butted and bounded as follows:

- ON THE NORTH** : By land in R.S./L.R. Dag No. 538 part ;
ON THE SOUTH : By land in R.S./L.R. Dag No. 536 ;
ON THE EAST : By a pucca boundary wall and
land in R.S./L.R. Dag No. 538 part ;
ON THE WEST : By land in R.S./L.R. Dag No. 537 ;

SCHEDULE "B" ABOVE REFERRED TO:

(Second Party's Property, being conveyed to the First Party)

ALL THAT the various pieces or parcels of land admeasuring 5.6666 (Five point double Six double Six) decimal, more or less, comprised in R.S./L.R. Dag No. 508, 509, 530, 550, 709, 720 and 721, recorded in R.S. Khatian No. 78, 79 and 368, corresponding to L.R.Khatian No. 158/1, 304, 913/1 and 167/1, in Mouza Atghara, J.L. No.10, Tarafdarpada, within the limits of Rajarhat Gopalpur Municipality, Ward No.9, under Police Station Rajarhat presently Baguihati, District of North 24-Parganas, together with all the rights and properties appurtenant thereto or enjoyed therewith, details whereof are mentioned herein below and owned and shared by the First Party in the manner, detailed hereunder:

R.S./L.R. Dag No.	Total Area in Dag (In decimal)	Total area exchanged with First Party (in decimal)	owned and shared by the First Party (by verbal/ oral agreement between themselves)
508	06	0.666	Neutral Vyapaar Pvt. Ltd. , entitled to entire 0.666 decimal in R.S./ L.R. Dag 508
509	03	0.333	Suhagan Marketing Pvt.Ltd. , entitled to entire 0.333 decimal in R.S./ L.R. Dag 509
530	05	0.555	Neutral Vyapaar Pvt. Ltd. , entitled to entire 0.555 decimal in R.S./ L.R. Dag 530
720	08	0.888	Suhagan Marketing Pvt. Ltd. , entitled to entire 0.888 decimal in R.S./ L.R. Dag 720
721	07	0.777	Newedge Vanijya Pvt. Ltd. , entitled to entire 0.777 decimal in R.S./ L.R. Dag 721
550	12	1.333	Newedge Vanijya Pvt. Ltd. , entitled to entire 1.333 decimal in R.S./ L.R. Dag 550
709	10	1.111	Newedge Vanijya Pvt. Ltd. , entitled to entire 1.111 decimal in R.S./ L.R. Dag 709
Total :		5.6666	

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 DELIVERED by the within mentioned **FIRST PARTY** at **Kolkata** in the presence of:

Abdul Rahim Tarafdar

*Alghara
col 136*

For and on behalf of:
NEWEDGE VANIJYA PVT. LTD.
SUHAGAN MARKETING PVT. LTD.
NEUTRAL VYAPAAR PVT. LTD.

Anil

Authorised Signatory
(Anil Kumar Loharuka)


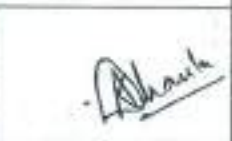


EXECUTED AND DELIVERED by the withinmentioned **SECOND PARTY** at **Kolkata** in the presence of:

Abdul Hassan Tarafdar

Abdul Rahim Tarafdar

DRAFTED BY
V. Gang
Adv.
H.C. Col

FORM FOR TEN FINGERPRINTS

1						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
2						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
3						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little
4						
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 00183 of 2012
(Serial No. 00186 of 2012)

On

Payment of Fees:

On 27/11/2012

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 20.25 hrs on :27/11/2012, at the Private residence by Anil Kumar Loharuka , one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 27/11/2012 by

1. Anil Kumar Loharuka

Authorised Signatory, Newedge Vanijya Pvt Ltd, 101 Park Street, Ground Floor, Siddha Point, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700016.

Authorised Signatory, Suhagan Marketing Pvt Ltd (Pan Aajcs7685r), D C - 9/28, Shastri Bagan, D B Nagar, Kolkata, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Neutral Vyapaar Pvt Ltd (Pan Aaccn4013b), D C - 9/28, Shastri Bagan, D B Nagar, Kolkata, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

, By Profession : Others

2. Abdul Hannan Tarafdar, son of Late Sikandar Ali Tarafdar , Atghara, Thana:-Baguiati, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136, By Caste Hindu, By Profession : Others

Identified By Abdul Rahim Tafardar, son of S Tarafdar, Atghara, Kolkata, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136, By Caste: Muslim, By Profession: Others.

(Debasish Dhar)
Additional District Sub-Registrar

On 29/11/2012

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 31, 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 29/11/2012

Amount by Draft

Rs. 27085/- is paid , by the draft number 244620, Draft Date 27/11/2012, Bank Name State Bank of India, Sbi Kolkata, received on 29/11/2012

Additional District Sub-Registrar
Rajarhat, New COWD, North 24 Parganas

6 NOV 2012

(Debasish Dhar)



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 00183 of 2012
(Serial No. 00186 of 2012)

(Under Article : A(1) = 27071/- ,E = 14/- on 29/11/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-48,65,224/-M.V. of the property of Greatest Value Rs 24,61,211/-

Certified that the required stamp duty of this document is Rs.- 147693 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 147700/- is paid, by the draft number 244621, Draft Date 27/11/2012, Bank Name State Bank of India, Sbi Kolkata, received on 29/11/2012

(Debasish Dhar)
Additional District Sub-Registrar

(Signature)
Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas


9 NOV 2012

(Debasish Dhar)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 1
Page from 3283 to 3303
being No 00183 for the year 2012.




(Debasish Dhar) 29-November-2012
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal