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04857/2013



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 884178

Notarized that the document is authentic & correct. The signatures, seals and stamps on this document are the part of the document.

Additional Justice (Retd.)
 District, New Town, North 24 Parganas
 29 APR 2013

VS/SE

THIS DEED OF EXCHANGE made this 26th day of April, 2013
 BETWEEN (1) GALLANT VANIYA PRIVATE LIMITED (PAN AADCG5850C),
 a Private Limited Company incorporated under the Companies Act, 1956, having

124187

No. _____ Date _____
 Sold to _____
 Address _____
 Rs. _____

27 FEB 2013

VARUN GARG
 Advocate
 HIGH COURT, KOLKATA-700 017

A. BANERJEE
 L.S. VENDOR (O.S.)
 HIGH COURT, KOLKATA-700 017

Kailash Asmul



-2939

GALLANT VANIYA PVT. LTD.

Kailash Asmul

Authorised Signatory / Director

SIMPLE DOWRY PVT. LTD.

Kailash Asmul

Authorised Signatory

STARANI WINDOM PVT. LTD.

Kailash Asmul

Authorised Signatory

FLOWERS VINIYAY PVT. LTD.

Kailash Asmul

Authorised Signatory



2938

Vinod K.R. Inswal



Additional District Sub-Registrar
New Town, North 24 Parganas

26 APR 2013

Vinod K.R. Inswal

- VINOD K.R. Inswal

SHARA - KOL-126

SINCESS

its Registered Office at DC-9/28, Shastri Eagan, Deshbandhu Nagar, Kolkata 700 059, (2) **SIMPLE DEALMARK PRIVATE LIMITED (PAN AAOC9491E)**, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at 46, B.B. Ganguli Street, Second Floor, Room No. 4, Kolkata 700 012, (3) **SITARAM VINCOM PRIVATE LIMITED (PAN AAOC9494B)**, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at 46, B.B. Ganguli Street, Second Floor, Room No. 4, Kolkata 700 012, (4) **FLOWERS VINIMAY PRIVATE LIMITED (PAN AABCF6201G)**, a Private Limited Company incorporated under the Companies Act, 1956, having its Registered Office at 46, B.B. Ganguli Street, Second Floor, Room No. 4, Kolkata 700 012, all the companies represented by their common Authorised Signatory [**Mr. Kailash Agarwal**], son of Late Shanti Swarup Agarwal, residing at 497/1/1, Dakshindari Road, Lake Town, Kolkata 700 048, 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 their respective successors or successors-in-office and/or assigns) of the **ONE PART**:

AND

[**MR. VINOD KUMAR JAISWAL**], son of Late Tribeni Prasad Jaiswal, by Caste- Hindu, by Occupation- Business, by Nationality- Indian, residing at Atghara, P.O. Rajarhat Gopalpur, P.S. Rajarat, District North 24 Parganas, Pin 700 136, State- West Bengal, hereinafter 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) Gallant 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 04/02/2010 and registered with the ARA-II, Kolkata, recorded in Book No. 1, CD Volume No. 3, Pages 7089 to 7102, Being No.1200 for the year 2010, Gallant Vanijya Private Limited, purchased, alongwith other properties, **All That** the piece or parcel of land containing and area of **0.775 Decimal** more or less situate lying at and comprised in **R.S./ L.R. Dag No. 508**, presently recorded in L.R.Khatian No. 1862, at Mouza Atghara, J.L. No.10, absolutely & forever;
- b) By an Indenture of Conveyance dated 04/02/2010 and registered with the ARA-II, Kolkata, recorded in Book No. 1, CD Volume No. 3, Pages 6255 to 6268, Being No.1201 for the year 2010, Gallant Vanijya Private Limited, purchased, alongwith other properties, **All That** the piece or parcel of land containing and area of **0.90 Decimal** more or less situate lying at and comprised in **R.S./ L.R. Dag No. 508**, presently recorded in L.R.Khatian No. 1862, at Mouza Atghara, J.L. No.10, absolutely & forever;
- c) By an Indenture of Conveyance dated 09/03/2011 and registered with the ARA-II, Kolkata, recorded in Book No. 1, CD Volume No. 14, Pages 175 to 188, Being No. 03309 for the year 2011, (1) Simple Dealmark Private Limited, (2) Sitaram Vincom Private Limited, (3) Flowers Vinimay Private Limited, purchased and acquired **All That** the piece or parcel of land containing and area of 8 (Eight) Chittack, equivalent to **0.8264 Decimal**, more or less, situate lying at and comprised in **R.S./ L.R. Dag No. 507**, presently recorded in L.R.Khatian No. 2208, 2207 and 2206, at Mouza Atghara, J.L. No.10, absolutely & forever;
- d) By an Indenture of Conveyance dated 09/03/2011 and registered with the ARA-II, Kolkata, recorded in Book No. 1, CD Volume No. 14, Pages 202 to 217, Being No. 03312 for the year 2011, (1) Simple Dealmark Private Limited, (2) Sitaram Vincom Private Limited, (3) Flowers Vinimay Private Limited, purchased, alongwith other properties, **Firstly All That** the piece or parcel of land containing and area of **0.142857 Decimal**, more or less situate lying at and comprised in **R.S./ L.R. Dag No.508**, **And Secondly All That** the piece or parcel of land containing and area of **0.253968 Decimal**, more or less, situate lying at and comprised in **L.R. Dag No.509**, all presently recorded in L.R.Khatian No. 2208, 2207 and 2206, **all aggregating to a total area of 0.396825 Decimal**, in Mouza Atghara, J.L. No.10, absolutely & forever;

- e) By an Indenture of Conveyance dated 09/03/2011 and registered with the ARA-II, Kolkata, recorded in Book No. I, CD Volume No. 14, Pages 272 to 291, Being No. 03313 for the year 2011, (1) Simple Dealmark Private Limited, (2) Sitaram Vincom Private Limited, (3) Flowers Vinimay Private Limited, purchased, alongwith other properties, **Firstly All That** the piece or parcel of land containing and area of **0.57142 Decimal**, more or less situate lying at and comprised in **R.S./ L.R. Dag No. 508**, **And Secondly All That** the piece or parcel of land containing and area of **1.23809 Decimal**, more or less, situate lying at and comprised in **L.R. Dag No. 509**, all presently recorded in L.R.Khatian No. 2208, 2207 and 2206, **all aggregating to a total area of 1.80951 Decimal**, in Mouza Atghara, J.L. No.10, absolutely & forever;
- f) All of the aforesaid lands, belonging to the First Party in the manner hereinbefore mentioned, contain an aggregate area of **4.707735 Decimal**, which is the subject matter of these presents, details whereof are given hereinbelow 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 exchanged with Second Party (in Decimal)
GALLANT VANIJYA PRIVATE LIMITED	1862	508	1.675	1.675
SIMPLE DEALMARK PRIVATE LIMITED	2208	507	0.2755	0.2755
		508	0.2381	0.2381
		509	0.4973	0.4973
SITARAM VINCOM PRIVATE LIMITED	2207	507	0.2755	0.2755
		508	0.2381	0.2381
		509	0.4973	0.4973
FLOWERS VINIMAY PRIVATE LIMITED	2206	507	0.2754	0.2754
		508	0.2381	0.2381
		509	0.4974	0.4974
TOTAL :			4.7077	4.7077

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

- a) By a Hebanama deed in Bengali vernacular dated 01.09.1973 and registered with the Sub-Registrar, Barasat, recorded in Book No. I, Volume No. 96, Pages 136 to 148, Being No. 07579 for the year 1973, one (1) Kaucher Ali Tarafdar, (2) Jaker Ali Tarafdar, (3)

Chaifulla Tarafdar, and (4) Yad Ali Tarafdar, became the sole and absolute owner of **All That** the piece or parcel of land containing and area of **12 (Twelve) Decimal**, more or less, situate lying at and comprised in **R.S./L.R. Dag No. 556**, recorded in C.S. Khatian No. 118, corresponding to R.S. Khatian No. 530, in Mouza Atghara, P.S. Rajarhat, District North 24 Parganas, absolutely and forever, and thereafter mutated the same in ROR vide L.R. Khatian No. 263 (Kaucher Ali Tarafdar), 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar);

- b) By a Hebanama deed in Bengali vernacular dated 07.01.1988, registered with the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. 1, Volume No. 3, Pages 135 to 142, Being No. 0116 for the year 1988, the said (1) Jaker Ali Tarafdar, (2) Chaifulla Tarafdar, alongwith other properties, out of their love and affection, gifted and transferred **All That** the piece or parcel of land containing and area of **6 (Six) Decimal** (out of total area of 12 decimal comprised in the concerned Dag), more or less, situate lying at Mouza Atghara, J.L. No.10 and comprised in and being the undivided part and portion of **R.S./L.R. Dag No. 556**, recorded in R.S. Khatian No. 530, corresponding to L.R. Khatian No. 375 (Jaker Ali Tarafdar) and 344 (Chaifulla Tarafdar), P.S. Rajarhat, District North 24 Parganas, unto and in favour of one of their brother Yad Ali Tarafdar, free from all encumbrances, absolutely and forever;
- c) By an Indenture of Conveyance dated 26.09.2005, registered with the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. 1, Volume No. 287, Pages 266 to 277, Being No. 04773 for the year 2006, the said Yad Ali Tarafdar, sold and transferred **All That** the piece or parcel of land containing and area of **9 (Nine) Decimal** (out of total area of 12 decimal comprised in the concerned Dag), more or less, situate and lying at Mouza Atghara, J.L. No. 10 and comprised in and being the undivided part and portion of **R.S./L.R. Dag No. 556**, recorded in L.R. Khatian No. 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar), P.S. Rajarhat, District North 24 Parganas, unto and in favour of VINOD KUMAR JAISWAL, free from all encumbrances, for the consideration therein mentioned;
- d) Thus, VINOD KUMAR JAISWAL, the Second Party herein, out of the aforesaid land, is interested to transfer **All That** the piece or parcel of land containing and area of **4.7077 (Four point Seven**

Zero Double Seven) Decimal (out of total area of 12 decimal comprised in the concerned Dag), more or less, situate and lying at Mouza Atghara, J.L. No. 10 and comprised in **R.S./L.R. Dag No. 556**, recorded in L.R. Khatian, No. 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar), P.S. Rajarhat, District North 24 Parganas, more fully described in the **SCHEDULE "B"** hereunder written and hereinafter referred to as "**the SECOND PARTY'S PROPERTY**".

- 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.19,88,000/- (Rupees Nineteen Lac Eighty Eight Thousand Only) and the Second Party's Property is also valued at Rs.19,88,000/- (Rupees Nineteen Lac Eighty Eight Thousand 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, watercourses, 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, watercourses 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 lispensens 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 lispensens 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 lienspendens uses debentures 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 DO TH 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 **4.7077 (Four point Seven Zero double Seven) Decimal**, more or less, situate lying at Mouza Atghara, J.L. No.10, Tarafdarpada and comprised in R.S./ L.R. Dag No. 507, 508 and 509, recorded in L.R. Khatian No. 2208, 2207, 2206 and 1862, presently under Police Station Baguihati, District of North 24-Parganas, within the limits of Rajarhat Gopalpur Municipality, owned and being exchanged by the First Party in the manner mentioned herein below:

R.S./ L.R. Dag No.	the FIRST PARTY	L.R. Khatian No.	Total Area exchanged with Second Party (in Decimal)
507	SIMPLE DEALMARK PRIVATE LIMITED	2208	0.2755
	SITARAM VINCOM PRIVATE LIMITED	2207	0.2755
	FLOWERS VINIMAY PRIVATE LIMITED	2206	0.2754
Total:			<u>0.8264</u>
508	GALLANT VANIJYA PRIVATE LIMITED	1862	1.675
	SIMPLE DEALMARK PRIVATE LIMITED	2208	0.2381
	SITARAM VINCOM PRIVATE LIMITED	2207	0.2381
	FLOWERS VINIMAY PRIVATE LIMITED	2206	0.2381
Total:			<u>2.3893</u>
509	SIMPLE DEALMARK PRIVATE LIMITED	2208	0.4973
	SITARAM VINCOM PRIVATE LIMITED	2207	0.4973
	FLOWERS VINIMAY PRIVATE LIMITED	2206	0.4974
Total:			<u>1.492</u>

**SCHEDULE "B" ABOVE REFERRED TO:
(Second Party's Property, being conveyed to the First Party)**

All That the piece or parcel of land containing an area of 4.7077 (Four point Seven Zero double Seven) **Decimal**, more or less, situate lying at Mouza Atghara, J.L. No.10, Tarafdarpada and comprised in R.S./L.R. Dag No. 556, recorded in R.S. Khatian No. 530, corresponding to L.R. Khatian No. 375 (Jaker Ali Tarafdar), 344 (Chaifulla Tarafdar), and 216 (Yad Ali Tarafdar), within the limits of Rajarhat Gopalpur Municipality, P.S. Rajarhat presently Baguiati, District of North 24-Parganas together with all the rights and properties appurtenant thereto and/ or enjoyed therewith.

R.S./ L.R. Dag No. 556. Mouza Atghara, J.L. No. 10, acquired in exchange from Second Party, has been shared by the First Party (as per the mutual/oral agreement between the parties of the First Party), the in the manner as under :

the FIRST PARTY	Area shared by the First Party in R.S./ L.R. Dag No. 556
GALLANT VANIJYA PRIVATE LIMITED	1.6750 Decimal
SIMPLE DEALMARK PRIVATE LIMITED	1.0109 Decimal
SITARAM VINCOM PRIVATE LIMITED	1.0109 Decimal
FLOWERS VINIMAY PRIVATE LIMITED	1.0109 Decimal
Total:	4.7077 Decimal

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:

For and on behalf of:
GALLANT VANIJYA PRIVATE LIMITED
SIMPLE DEALMARK PRIVATE LIMITED
SITARAM VINCOM PRIVATE LIMITED
FLOWERS VINIMAY PRIVATE LIMITED

Kailash Agarwal
Authorized Signatory
(Kailash Agarwal)

[Signature]
ATGHORA - KOL-136

[Signature]
[Signature]

EXECUTED AND DELIVERED by the
within mentioned SECOND PARTY at
Kolkata in the presence of:





Vinod Kumar Jaiswal

Rajib Kumar

Sub

Drafted by:-
V. Jaiswal
Associate
H. Jaiswal

FORM FOR TEN FINGERPRINTS

1						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
	<i>K. S. ...</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
2						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
						
	<i>V. ...</i>	Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
3						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
4						
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little



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

Endorsement For Deed Number : I - 04857 of 2013
(Serial No. 05253 of 2013 and Query No. L000009030 of 2013)

On 26/04/2013

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

Presented for registration at 18.10 hrs on :26/04/2013, at the Private residence by Kailash Agarwal , one of the Executants.

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

Execution is admitted on 26/04/2013 by

1. Kailash Agarwal

Authorised Signatory, Gallant Vanijya Pvt Ltd, D C -9/28, Shastri Bagan Deshbandhunagar, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Simple Dealmark Pvt Ltd, D C -9/28, Shastri Bagan Deshbandhunagar, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Sitaram Vincom Pvt. Ltd., D C -9/28, Shastri Bagan Deshbandhunagar, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.

Authorised Signatory, Flowers Vinimay Pvt. Ltd., D C -9/28, Shastri Bagan Deshbandhunagar, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059.
By Profession : Business

2. Vinod Kumar Jaiswal, son of Lt Tribeni Prasad Jaiswal , Atghora, P.O. :-R Gopalpur, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700136, By Caste Hindu, By Profession : Business

Identified By R Jaiswal, son of V Kr Jaiswal, Atghora, District:-North 24-Parganas, WEST BENGAL India, Pin :-700136, By Caste: Hindu, By Profession: Business.

(Debasish Dhar)
Additional District Sub-Registrar

On 29/04/2013

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 Draft

Rs. 21981/- is paid , by the draft number 845813, Draft Date 25/04/2013, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 29/04/2013

(Under Article : A(1) = 21967/- ,E = 14/- on 29/04/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Additional District Sub-Registrar
Rajarhat, Howrah, North 24 Parganas



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

Endorsement For Deed Number : I - 04857 of 2013
(Serial No. 05253 of 2013 and Query No. L000009030 of 2013)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-39,94,412/-M.V. of the property of Greatest Value Rs 19,97,206/-

Certified that the required stamp duty of this document is Rs.- 119852 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 119852/- is paid , by the draft number 845817, Draft Date 25/04/2013, Bank : State Bank of India, BEPIN BEHARI GANGULY ST, received on 29/04/2013

(Debasish Dhar)
Additional District Sub-Registrar

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

29 APR 2013

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 7
Page from 9277 to 9295
being No 04857 for the year 2013.



(Debasish Dhar) 29-April-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal