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THIS DEED OF EXCHANGE made this 26th day of April , 2013

BETWEEN (1) GALLANT VANIJYA PRIVATE LIMITED (PAN AADCG5850C),

a Private Limited Company incorporated under the Companies Act, 1956, having

SALLANT VANILYA PVT. LTD.

Karlant Valorised Signatory

SITARAM VALOR PVT. LTD.

Karlant Valorised Signatory

FLOWERS VINIMAY PVT. LTD.

Karlant Panale



2938 mind Kunn Jansen

Authorised Signatory



Additions District Std-Registra

26 APR 2013

- VINOD KR. JASWAL THARA - KOL-126 SIMESS its Registered Office at DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (2) SIMPLE DEALMARK PRIVATE LIMITED (PAN AAOCS9491E), 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 AAOCS9494B), 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:
  - i) 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:

- b) By an Indenture of Conveyance dated 04/02/2010 and registered with the ARA-II, Kolkata, recorded in Book No. I, 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. I, 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. I, 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 Vinimav 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	
		507	0.2755	0.2755	
SIMPLE DEALMARK	2208	508	0.2381	0.2381	
PRIVATE LIMITED		509	0.4973	0.4973	
		507	0.2755	0.2755	
SITARAM VINCOM	2207	508	0.2381	0.2381	
PRIVATE LIMITED		509	0.4973	0.4973	
		507	0.2754	0.2754	
FLOWERS VINIMAY	2206	508	0.2381	0.2381	
PRIVATE LIMITED		509	0.4974	0.4974	
	1	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);

- By a Hebanama deed in Bengali vernacular dated 07.01.1988, b) registered with the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, 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;
- 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. I, 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 meditioned;
- d) Thus, <u>VINOD KUMAR JAISWAL</u>, 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).
- 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.

NOW THIS DEED FURTHER WITNESSETH that in pursuance of the said II. 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 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 oaor 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-intitle 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 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)
	SIMPLE DEALMARK PRIVATE LIMITED	2208	0.2755
507	SITARAM VINCOM PRIVATE LIMITED	2207	0.2755
	FLOWERS VINIMAY PRIVATE LIMITED	2206	0.2754
	* 1	Total:	0.8264
	GALLANT VANIJYA PRIVATE LIMITED	1862	1.675
508	SIMPLE DEALMARK PRIVATE LIMITED	2208	0.2381
	SITARAM VINCOM PRIVATE LIMITED	2207	0.2381
	FLOWERS VINIMAY PRIVATE LIMITED	2206	0.2381
	29	Total:	2.3893
	SIMPLE DEALMARK PRIVATE LIMITED	2208	0.4973
509	SITARAM VINCOM PRIVATE LIMITED	2207	0.4973
	FLOWERS VINIMAY PRIVATE LIMITED	2206	0.4974
		Total:	1.492

#### 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:

ATGHORA - KOL-136

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

Keil ognasmul **Authorised Signatory** 

(Kailash Agarwal)

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

Vind formation

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Drafted by !...

## FORM FOR TEN FINGERPRINTS

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# 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

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

 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 1/2 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 (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)

Midditions District Sub-Books



### **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: Impresive 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



#### 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.



N.

(Debasish Dhar) 29-April-2013 Additional District Sub-Registrar Office of the A.D.S.R. RAJARHAT West Bengal 5257

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### পশ্চিমৰুঙ্গ पश्चिम बंगाल WEST BENGAL

N 884161

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additions. Jistries Bub-Ru Ribat, New York, Horth & Par 2 9 APR 2013

THIS INDENTURE made this the 26th day of from , 2013 BETWEEN (MR.) VINOD KUMAR JAISWAL, son of Late Tribeni Prasad Jaiswal, by Caste- Hindu, by Occupation- Business, by NationalityNo.
Sold to
Address
A. BANERJEE

L.S. VENDOR (O.S.)
HIGH COURT, KOLKATA-760 901

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Market, Boy Town, North St Persons

26 APR 2013

AMUL JAISWAL >- VINOD KR. JAISWAL Indian, residing at Atghara, P.O. Rajarhat Gopalpur, P.S. Rajarat, District North 24 Parganas, Pin 700 136, State- West Bengal, hereinafter collectively referred to and called as the "VENDOR" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors-in-interest, trustees, executors, administrators, legal representatives and/or assigns of the ONE PART AND GEET VINIMAY PRIVATE LIMITED, (PAN AAECGO629C) the Company, having its registered office at 46, B. B. Ganguly Street, Second Floor, Room No. 4, Kolkata 700 012, represented by its Authorised Signatory (Mr.) Sunil Kumar Loharuka, son of Late Ram Bhagat Loharuka, residing at DC 9/28, Shastri Bagan, Post Office- Deshbandhu Nagar, under Police Station- Rajarhat, Kolkata 700 059, hereinafter referred to and called as the "PURCHASER" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns] of the OTHER PART;

WHEREAS by virtue of a sale deed in Bengali vernacular dated 29.04.1966, which was duly registered with the Office of the Sub-Registrar at Cossipur, Dum-Dum and recorded into Book No. I, Volume No. 55, Pages 204 to 206, Being No. 3593 for the year 1966, one NOOR MOHAMMAD GAIN purchased, acquired and possessed ALL THAT the piece or parcel of land containing an area of 3.9375 Decimal out of 7 (Seven) Decimal, in Mouza Atghara, J.L. No. 10, in C.S. Dag No. 465, corresponding to R. S. Dag No. 457, recorded in R.S. Khatian No. 255, under Police Station Rajarhat presently Baguiati, District North 24 Parganas, for the consideration therein mentioned and after the said purchase and acquisition recorded his name in Records of Rights vide L.R. Khatian No. 470;

AND WHEREAS in the span of time, the said Noor Mohammad Gain died intestate, leaving behind his only wife Upatan Nechha Bibi, his three sons (1) Abdul Jabbar Gain, (2) Abdul Wahab Gain and (3) Abdur Rahaman Gain and his two daughters (1) Kohinoor Bibi and (2) Roop Jan Bibi, as only legal heirs towards the estates left by him, including the land containing an area of 3.9375 Decimal out of 7 Decimal, in Mouza Atghara, J.L. No. 10, in R. S. Dag No. 457, as aforesaid;

AND WHEREAS thus by virtue of the aforesaid heirship, the aforesaid legal heirs became owner of the land containing an area of 3.9375 Decimal out of 7 Decimal, in Mouza Atghara, J.L. No. 10, in R. S. Dag No. 457, recorded in L.R. Khatian No. 470, under Police Station- Rajarhat, District North 24-Parganas, free from all encumbrances, and shared the same in following manner,:

0.8613 Decimal
0.8613 Decimal
0.8613 Decimal
0.4306 Decimal
0.4307 Decimal
0.4922 Decimal

AND WHEREAS by sale deed dated 14.02.2000, said <u>Upatan Nechha Bibi</u> conveyed and transferred entirety of his rights, title and interest in respect of <u>ALL THAT</u> piece or parcel of land, measuring 0.4922 Decimal, more or less, out of the said 3.9375 Decimal land, comprised under R. S. Dag No. 457, L.R. Khatian No. 470, lying and situated under Mouza- Atghara, under Police Station- Rajarhat, District North 24-Parganas, unto and in favour of <u>VINOD KUMAR JAISWAL</u>, the Vendor herein, which was duly registered with the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. I, Volume No. 10, Pages 131 to 136, Being No. 00185 for the year 2001, against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession of the aforesaid landed property, absolutely and forever to the said <u>VINOD KUMAR JAISWAL</u>;

AND WHEREAS by sale deed dated 31.01.2000, said Kohinoor Nechha Bibi and Roop Jan Bibi, conveyed and transferred entirety of their rights, title and interest in respect of ALL THAT piece or parcel of land, measuring 0.8613 Decimal, more or less, out of the said 3.9375 Decimal land, comprised under R. S. Dag No. 457, L.R. Khatian No. 470, lying and situated under Mouza- Atghara, under Police Station- Rajarhat, District North 24-Parganas, unto and in favour of VINOD KUMAR JAISWAL, the Vendor herein, which was duly registered with the Office of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City and recorded into Book No. I, Volume No. 10, Pages 122 to 130, Being No. 00184 for the year 2001, against the valuable consideration mentioned therein and thus

handed over the vacant and peaceful possession of the aforesaid landed property, absolutely and forever to the said <u>VINOD KUMAR JAISWAL</u>;

AND WHEREAS by sale deed dated 22.12.2009, said VINOD KUMAR JAISWAL, out of the aforesaid purchases, conveyed and transferred ALL THAT piece or parcel of land, measuring 0.55 Decimal, more or less, out of the said 3.9375 Decimal land, comprised under R. S. Dag No. 457, L.R. Khatian No. 470, lying and situated under Mouza- Atghara, under Police Station-Rajarhat, District North 24-Parganas, unto and in favour of Ayub Gain & Others, which was duly registered with the Office of the Additional Registrar of Assurance –II, Kolkata and recorded into Book No. I, CD Volume No. 29, Pages 155 to 168, Being No. 14154 for the year 2009, absolutely and forever;

AND WHEREAS thus the said Vinod Kumar Jaiswal, the vendors herein, is the sole and absolute owner of <u>ALL THAT</u> piece or parcel of land, measuring 0.8035 Decimal, more or less, comprised in R.S. Dag No. 457, R.S. Khatian No. 255, corresponding to L.R. Khatian No. 470, lying and situated under Mouza- Atghara, under Police Station- Rajarhat, District North 24-Parganas, hereinafter called as the <u>SAID LAND</u>, free from all encumbrances.

AND WHEREAS the Vendor due to paucity of funds and inability to administer and maintain the Said Land, agreed to sell, out of the said Land ALL THAT piece or parcel of land, measuring 0.6566 Decimal, more or less, comprised in R.S. Dag No. 457, R.S. Khatian No. 255, corresponding to L.R. Khatian No. 470, lying and situated under Mouza-Atghara, under Police Station- Rajarhat, District North 24-Parganas, hereinafter referred or called as "the SAID PROPERTY", more fully described in the Schedule hereunder written, unto and in favour of GEET VINIMAY PRIVATE LIMITED, the Purchaser herein, and the Purchaser has agreed to purchase the SAID PROPERTY at and for a Total Consideration of Rs.5,20,000/- [Rupees Five Lac And Twenty Thousand] only, which according to the parties herein is fair and reasonable market value of the demised plot of land.

#### NOW THIS INDENTURE WITNESSETH as follows:-

In pursuance of agreements and in consolidated consideration of sum of Rs.5,20,000/- [Rupees Five Lac And Twenty Thousand] only, duly paid by the Purchaser to the Vendor, at or before the execution of this instruments (the receipt whereof the Vendor doth hereby as well as by the receipt and memo hereunder written admit and acknowledge and of and from the payment of the same or every part thereof forever acquit release and discharge the Purchaser as also every portion of the demised plot of land free from the same) the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser ALL THAT piece or parcel of land, measuring 0.6566 (point Six Five double Six) Decimal, more or less, out of the Said Land, comprised under R. S. Dag No. 457, recorded in L.R. Khatian No. 470, lying and situated under Mouza- Atghara, under Police Station- Rajarhat, District North 24-Parganas, TOGETHER WITH all the rights and properties appurtenant thereto or enjoyed therewith, more fully and particularly described in the Schedule hereunder written and which is hereinbefore as well as hereinafter referred to as "the Said Property" OR HOWSOEVER OTHERWISE the Said Property and every part thereof now are or is hereto before were or was situated butted and bounded called known numbered described distinguished TOGETHER WITH all rights, liberties, title, interest, easements, privileges, appurtenances and appendages whatsoever or the said property or any and every part thereof belonging to or in any way, appertaining to or usually held, used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND the reversion or reversions reminder or reminders and all rents issues and profits thereof and all and every part thereof, hereby granted sold and conveyed transferred assigned and assured or expressed or intended so to be AND all the estate, rights, liberties, title, interest, inheritance, use, possession, property, claim, demand and other legal incidents thereof whatsoever, of the Vendor unto and upon the said property and every part thereof and all other evidence of title whatsoever in any way relating to or concerning the Said Property which now are or hereafter shall or may be in possession, power of control of the Vendor or any other person or persons from the Vendor and procure the same without any action or suit either in law or in equity TO HAVE AND TO HOLD the said property, hereby granted transferred, sold, conveyed and assigned or expressed or intended so to be with the appurtenances unto the Purchaser absolutely and

forever, free from all encumbrances, trust, liens, lispendens, charges, attachments, claimants, requisitions, acquisitions and alignment whatsoever.

#### 1. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER:-

- (I) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor or their predecessor in title or any of them done executed or knowingly suffered to the contrary, the Vendor is fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or expressed or intended so to be for a perfect indefeasible estate or inheritance without any manner or condition, use, trust or other thing whatsoever to alter or make void the same; and
- (II) THAT notwithstanding any such act, deed or thing whatsoever aforesaid, the Vendor now has good right, full lawful and absolute authority and indefeasible title to grant, convey, transfer and assign the said property hereby granted, conveyed, transferred and assigned or expressed or intended so to be with the appurtenances unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents; and
- (III) THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold occupy possess and enjoy the said property hereby granted, conveyed, transferred and assigned and received and take rents, issues and profits thereof for its absolute use and benefit without any lawful hindrance, interruption, disturbance or any person eviction or demand whatsoever from or by the Vendor or any person or persons whatsoever; and
- (IV) THAT free and clear, freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept

harmless and other estate rights, title, claim, mortgage, charge, lien, lispendences and attachments whatsoever; and

- (V) THAT further the Vendor and all person having or lawfully or equitably claiming any estate, right, title or interest whatsoever into or upon the said property or any and every part thereof from, under or in trust for the Vendor and/or their and each of their respective predecessor-in-title or any of them shall and will from time to time and all times hereafter at the requests and costs of the Purchaser do and execute or cause to be executed or done all such acts, assurances and things whatsoever for further better and more perfectly assuring the said property hereby granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof unto and to the use of the said Purchaser in the manner aforesaid as may be reasonably required; and
- (VI) THAT the said property or any or every part thereof is not attached in any proceeding or under any provision of Public demand Recovery act or otherwise and no steps taken in execution of any certificate at the instance of Income Tax and or Wealth Tax and or Estate Duty Authorities, and
- (VII) THAT no notice issued under the Public demands recovery Act, has been served on the Vendor nor any such notice has been published; and
- (VIII) THAT the Vendor have not yet received any notice of requisition or acquisition of the property described in the schedule below and the said property has not been affected by any scheme of road alignment or for any other purposes; and
- (IX) THAT the Purchaser and all person claiming through or under the Purchaser have undisputed and all manner of rights through or over the said property and all other rights of easements at law and in equity; and

- (X) THAT the Vendor shall and will, at all times hereafter be bound to indemnify the Purchaser against any loss or damage may be suffered by the Purchaser by reason of any defect in title or possession of the Vendor or by the discovery of any charge, acquirable or otherwise mortgage or trust, lien, lispendense or any suit relating to the property any attachment either before or after decree by any occur or other legal authority affecting adversely the property hereditaments and premises hereby granted, transferred and conveyed to the Purchaser; and
- (XI) THAT simultaneously with the execution of this deed of conveyance, the Vendor have delivered peaceful vacant possession of the said property, described in the schedule below, unto the Purchaser for the absolute use and benefits of the Purchaser as full and absolute owner thereof and all rights, title, interest over the said property hereby vests unto the Purchaser by virtue of this deed of conveyance absolutely and forever;
- (XII) THAT the Vendor doth hereby declare that the said property is free from all sorts of encumbrances whatsoever and they have good and marketable right title and interest over the said property, as described in the schedule hereto below; and
- (XIII) THAT the Vendor shall and will make such affidavits and sign all papers and documents as may be necessary for the purpose of effecting mutation of Purchaser' name in the records of rights as well as in the records of local authority;
- (XIV) THAT simultaneously with the execution of this deed, the Vendor has handed over all documents of title relating to this property unto the Purchaser as per the Schedule below.

#### SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land, measuring 0.6566 Decimal, equivalent to 0.39724 Cottah, more or less, comprised in R.S. Dag No. 457, recorded in L.R. Khatian No. 470, lying and situated under Mouza-

Atghara, Tarafdarpada, under Police Station- Rajarhat, District North 24-Parganas TOGETHER WITH all the rights and properties appurtenant thereto or enjoyed therewith.

<u>IN WITNESS WHEREOF</u> the <u>VENDOR</u> has set and subscribed his hand and seal on the day month and year, first above written.

#### SIGNED; SEALED & DELIVERED

by the **VENDOR** at Kolkata in the presence of:

ATCHARA KOL-136

Sp. 1.0815

I compared tray are In-

#### RECEIPT

Received a sum of Rs.5,20,000/- [Rupees Five Lac And Twenty Thousand] only from the above named Purchaser according to memo of consideration stated herein below:

#### MEMO OF CONSIDERATION

Amount (Rs.)	Date	Bankers' Cheque No.	Bank/Branch	At the request of and on behalf of the Vendor, bankers cheque issued in favour of
5,20,000/-	25.4 2013	005603	Axis Bank Ltd., Central Avenue	VINOD KUMAR JAISWAL (HUF)
5,20,000/-	Rupees Five	Lac And Twen	ty Thousand only.	

Witnessess:

Tal for P

SIGNATURE OF THE VENDOR

# FORM FOR TEN FINGERPRINTS

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	_	Thumb	Fore	Middle (Right	Ring Hand)	Little



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

Endorsement For Deed Number : I - 04862 of 2013 (Serial No. 05257 of 2013 and Query No. L000009021 of 2013)

#### On 26/04/2013

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

Presented for registration at 18.15 hrs on :26/04/2013, at the Private residence by Vinod Kumar Jaiswal ,Executant.

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

Execution is admitted on 26/04/2013 by

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

Identified By Rahul 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: 23, 4 of Indian Stamp Act 1899.

#### Payment of Fees:

#### Amount by Draft

Rs. 5723/- is paid, by the draft number 845822, Draft Date 25/04/2013, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 29/04/2013

( Under Article : A(1) = 5709/- ,E = 14/- on 29/04/2013 )

#### 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.-5,20,000/-

Certified that the required stamp duty of this document is Rs.- 31220 /- and the Stamp duty paid as: Impresive Rs.- 100/-

#### **Deficit stamp duty**

Deficit stamp duty Rs. 31220/- is paid, by the draft number 845808, 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



### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 7 Page from 9354 to 9367 being No 04862 for the year 2013.



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