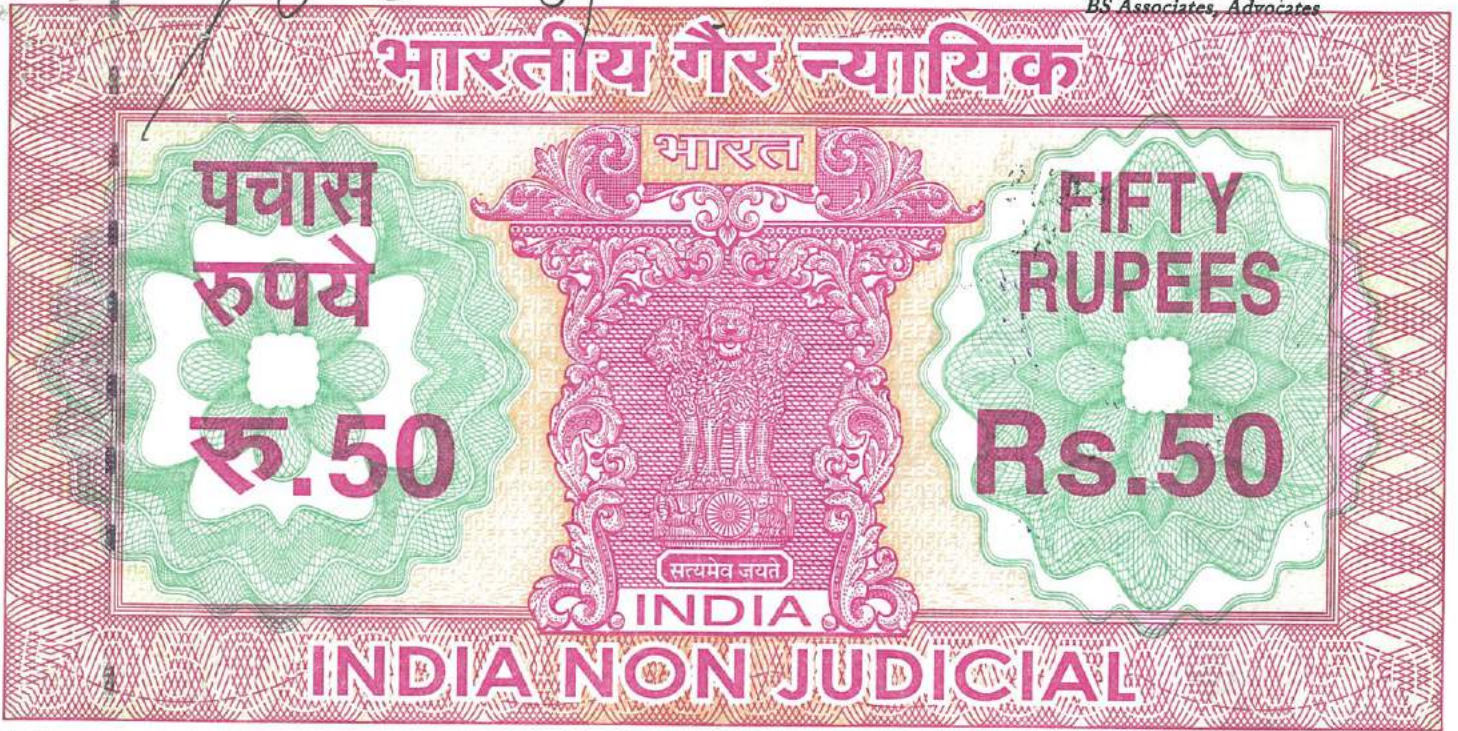


5139/2014

I 03984/2014
BS Associates, Advocates



3-15
01.12.14 पुश्चिम बंगाल WEST BENGAL

R 237398

28879/14

M.V. 12503750/-

V.C. Case No. 12000 Dt. 01.12.14

J (I) Rs. 250

J (II) Rs. 500

Total Rs. 750

Received on 01.12.14

[Signature]
D.S. 14
Alipore District 24 Pgs.

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

[Signature]
District Sub-Registrar
Alipore South 24 Parganas

DEED OF EXCHANGE

04 DEC 2014

1. Date: 1st December, 2014

2. Place: Kolkata

3. Parties:

3.1 Paritosh Kumar Mukherjee, son of Late Indubhusan Mukherjee, by occupation businessman, residing at 23A/652A, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore (INCOME TAX PAN ADLPM1738M)

[Handwritten signature]

116658

Sl No. Sold To
Rs. Addrs
P. K. DAS
(Govt) LICENSED STAMP VENDOR
11A, Mirza Ghalib Street, Koi-87
L No-285, RS
Date..... Sign..... ✓

Sujata Ghosh
Advocate
High Court Calcutta

31 OCT 2014

Mahesh khandel



3230
1/12/14

DHANLAXMI MERCANTILE PVT. LTD.

Mahesh khandel
Director



3236

Mahesh khandel



Identified by me

M.N. Roy

10 M.N. Roy

300, Rai Bahadur Rd

Kot-53 P.S.-Behala

District Sub-Registrar-I
Alipore South 24 Parganas

1/12/14

(hereinafter referred to as the "**First Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, successors, administrators and assigns, as the case may be)

AND

3.2 **Dhanlaxmi Mercantile Private Limited**, a company incorporated under the provision of Companies Act, 1956, having its registered Office at Room No. 18, 5th Floor, 20B, British India Street, Kolkata-700069 (**INCOME TAX PAN AACCD6713C**), represented by its director Mahesh Periwal, son of Late Bijoy Kumar Periwal

3.3 **Prabuddha Mukherjee**, son of Paritosh Kumar Mukherjee, by occupation businessman, residing at 23A/652B, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore (**INCOME TAX PAN ADMPM0453A**-----)

being represented by constituted attorney **Dhanlaxmi Mercantile Private Limited**, a company incorporated under the provision of Companies Act, 1956, having its registered Office at Room No. 18, 5th Floor, 20B, British India Street, Kolkata-700069 (**INCOME TAX PAN AACCD6713C**), being represented by Mahesh Periwal, son of Late Bijoy Kumar Periwal, [appointed by virtue of a Power of Attorney dated 7th August, 2014, registered in the office of the additional Registrar of Assurances III, in Book No. IV, CD Volume No. 11, at Pages 3150 to 3161, being Deed No. 06222 for the year 2014. This POA is still valid and subsisting and has not yet been revoked by Prabudha Mukherjee]

Mahesh Periwal

(hereinafter collectively referred to as the "**Second Parties**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its, administrators and assigns, as the case may be)

The First Party and the Second Parties, individually **Party** and collectively **Parties**.

4. Background

4.1 By a Deed of Conveyance, dated 8th April, 1953, registered in the Office of the Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 32, at Pages 206 to 212, being Deed No. 2308 for the year 1953, Saraju Bala Mukherjee purchased the entirety of land measuring 8.68 (eight point six eight) *cottah*, more or less, situates, lying at and being Municipal Premises Nos. 23A/652A and 23A/652B, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore, within Ward No.81 of Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas (hereinafter referred as **Said Property**) form The Hindustan Co-operative Insurance Society.

4.2 By a Deed of Gift dated 6th October, 1967, registered in the Office of the Additional District Sub-Registrar, Alipore, Behala, in Book No. I, Volume No. 102, at Pages 42 to 52, being Deed No. 5968 for the year 1967, Saraju Bala

- Mukherjee gifted to her son Partitosh Kumar Mukherjee land measuring 4 (four) *cottah* and 12 (twelve) *chittack*, more or less from the western portion of the Said Property.
- 4.3 By a Deed of Gift dated 8th November, 1967, registered in the Office of the Joint Sub-Registrar, Alipore, Behala, in Book No. I, Volume No. 103, at Pages 147 to 156, being Deed No. 6421 for the year 1967, Saraju Bala Mukherjee gifted to her son Monotosh Kumar Mukherjee land measuring 3 (three) *cottah* 14 (fourteen) *chittack* and 40 (forty) square feet, more or less from the eastern portion of the Said Property.
- 4.4 Paritosh Kumar Mukherjee recorded his name in the records of the Kolkata Municipal Corporation vide Assessee No.110810607993 with respect to his share in the Said Property, subsequently renumbered as Premises No. 23A/652A, Diamond Harbor Road, Kolkata-700053 (**First Premises**) And Monotosh Kumar Mukherjee recorded his name in the records of the Kolkata Municipal Corporation vide Assessee-No.110810602642 with respect to with respect to his share in the Said Property, subsequently renumbered as Premises No. 23A/652B, Diamond Harbor Road, Kolkata-700053 (**Second Premises**).
- 4.5 Monotosh Kumar Mukherjee, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate and issueless on 1st December, 2011, leaving behind him surviving his only brother Paritosh Kumar Mukherjee and only sister Shobha Chatterjee (the Vendor herein), as his only legal heir and heiresses [his wife Sipra Mukherjee having predeceased him on 1st March, 2009]. Pertinent to mention herein that, his other brother Santosh Kumar Mukherjee died on 25th July, 1998 and sister Latika Banerjee died on 15th March, 2001, thus, both of them have predeceased him].
- 4.6 Thus, Paritosh Kumar Mukherjee (the First Party herein) has become the absolute owner of the First Premises and Paritosh Kumar Mukherjee and his sister Shoba Chatterjee have become the absolute owner of the Second Premises.
- 4.7 By a Deed of Conveyance dated 7.8.2014, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 18, at Pages 2058 to 2072, being Deed No. 07639 for the year 2014 Shoba Chatterjee sold to the Second Party No. 1 herein entirety of her share in the Second Premises, being land measuring 1 (one) *cottah* 15 (fifteen) *chittack* and 20 (twenty) square feet, more or less. Water by
- 4.8 By a Deed of Gift dated 7.8.2014, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 18, at Pages 2073 to 2084, being Deed No. 07640 for the year 2014 Paritosh Kumar Mukherjee (the First Party herein) gifted to the Second Party No. 2 herein the entirety of his share in the Second Premises, i.e. the remaining portion of the Second Premises, being land measuring 1 (one) *cottah* 15 (fifteen) *chittack* and 20 (twenty) square feet, more or less. Water by

- 4-9 Thus, in the aforesaid circumstances, the holding of the each Party with respect to the Said Property became as follows:
- 4-9.1 First Party=100% in Premises No. 23A/652A, Diamond Harbor Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053
- 4-9.2 Second Party No.1=50% in Premises No. 23A/652B, Premises No. 23A/652A, Diamond Harbor Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053
- 4-9.3 Second Party No.2=50% in Premises No. 23A/652B, Premises No. 23A/652A, Diamond Harbor Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053
- 4.10 **Contiguous Holding:** The First Premises and the Second Premises constituting and comprising the Said Property, although being separate Assessee Nos. are contiguous and adjacent to each other and certain easements are required in common for beneficial use and enjoyment of the Said Property by the Parties.
- 4.11 **Decision of Parties:** For the better enjoyment and proper use of the Said Property, the Parties have decided to become the co-owners of the Said Property so that the same may be amalgamated as one Municipal holding and the Parties may become the joint owners of such amalgamated Municipal holding.
- 4.12 **Agreement to Exchange:** Pursuant to the above decision, the Parties have agreed to exchange with each other undivided shares in their respective Properties, with the intent that upon such exchange, the Parties shall become the joint owners of the Said Property.
5. **Exchange:**
- 5.1 **Between First Party of One Part and Second Parties of Other Part:** In exchange of the First Party transferring to Second Parties of the First Premises, more fully described in the **Part-I** of the **1st Schedule** below, the Second Parties hereby transfers to First Party 20% (twenty percent) percent of Second Property, more fully described in the **Part-II** of the **1st Schedule** below, absolutely and forever. The subject matter of this exchange (**Exchanged Property**) is described in the **2nd Schedule** below.
6. **Consideration:** The Parties confirm that the aforesaid transfers that they have made in favour of each other is in consideration of the mutual exchanges of property as described aforesaid and no monetary consideration has been paid and/or is payable by the Parties to each other. For the purposes of computation of stamp duty, the subject matters of exchange have been valued at Rs. 1/- (Rupees one only) and the Parties have, by equal contribution, paid ad valorem stamp duty on such value.

Handwritten signature

7. **Terms of Transfer and Covenants**
- 7.1 **Terms of Exchange:** The transfer and exchange of the Exchanged Property described in **2nd Schedule** below, being effected by this Deed of Exchange is:
- 7.1.1 **Exchange:** An exchange within the meaning of the Transfer of Property Act, 1882.
- 7.1.2 **Absolute:** Absolute, irreversible and forever.
- 7.1.3 **Free from Encumbrances:** Free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, statutory prohibitions, restrictive covenants, lis pendens, uses, *debutters*, trusts, residuary rights, prohibitions, Income Tax attachment, Financial Institution charges and liabilities whatsoever or howsoever and not affected by or subject to any personal guarantee for securing any financial accommodation.
- 7.2 **Delivery of Possession:** Simultaneously herewith, vacant and peaceful possession of the Exchanged Properties has been handed over by the concerned Parties to each other.
- 7.3 **Outgoings:** The Parties hereby covenants that all liabilities, outgoings, charges, taxes and levies on or relating to the Exchanged Properties shall be borne, paid and discharged by the Parties in proportion to their respective ownership in the Said Property.
- 7.4 **Holding Possession:** The Parties hereby covenants that the Parties shall at all times hereafter, the First Party shall peacefully and quietly enter into, hold, possess, use and enjoy the Second Property and every part thereof and receive rents, issues and profits thereof, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by any of the other Parties or any persons lawfully or equitably claiming any right or estate therein from under or in trust from them and the Second Parties shall peacefully and quietly enter into, hold, possess, use and enjoy the First Property and every part thereof and receive rents, issues and profits thereof, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by any of the other Parties or any persons lawfully or equitably claiming any right or estate therein from under or in trust from them.
- 7.5 **Further Acts:** The Parties hereby covenant with each other that the Parties and/or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the other Parties and/or their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Exchanged Property.

1st Schedule

Part-I

(First Premises)

Land measuring 4 (four) *cottah* and 12 (twelve) *chittack*, more or less, together with a G+2 structure standing thereon, ground floor of which measuring 1400 (fourteen hundred) square feet, more or less and first floor of which measuring 1400 (four hundred) square feet, more or less, second floor of which measuring 1400 (four hundred) square feet, more or less, collectively 4200 (four thousand and two hundred) square feet, situates, lying at and being Municipal Premises No.23A/652A, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore, within Ward No.81 of Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas

Part-II

(Second Premises)

Land measuring 3 (three) *cottah* 14 (fourteen) *chittack* and 40 (forty) square feet, more or less, together with a G+2 structure standing thereon ground floor of which measuring 1000 (one thousand) square feet, more or less and first floor of which measuring 1000 (one thousand) square feet, more or less, second floor of which measuring 1000 (one thousand) square feet, more or less, collectively 3000 (three thousand) square feet, situates, lying at and being Municipal Premises No.23A/652B, Diamond Harbour Road also known as Plot No. 652, Block O, New Alipore, Kolkata-700053, Police Station New Alipore, within Ward No.81 of Kolkata Municipal Corporation, Sub-Registration District Alipore, District South 24 Parganas

2nd Schedule

(Exchanged Property)

The First Party got share in the Second Premises, equivalent to land measuring 566 (five hundred sixty six) square feet, more or less, out of 3 (three) *cottah* 14 (fourteen) *chittack* and 40 (forty) square feet, more or less, together with proportionate share in the structure standing thereon ground floor of which measuring 200 (two hundred) square feet, more or less, first floor of which measuring 200 (two hundred) square feet, more or less, second floor of which measuring 200 (two hundred) square feet, more or less, measuring 600 (six hundred) square feet, And the Second Parties got share in the First Premises, equivalent to land measuring 684 (six hundred and eighty four) square feet, more or less, out of 4 (four) *cottah* and 12 (twelve) *chittack*, more or less, together with proportionate share in the structure standing thereon ground floor of which measuring 280 (two hundred and eighty) square feet, more or less, first floor of which measuring 280 (two hundred and eighty) square feet, more or less, second floor of which measuring 280 (two hundred and eighty) square feet, more or less, measuring 840 (eight hundred and forty) square feet. The Plan is annexed herewith demarcated in colour Red thereon.

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants
---------	--



Handwritten signature in blue ink.



Handwritten signature in blue ink.

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



8. Execution and Delivery

8.1 In Witness Whereof the Parties have executed and delivered this Deed of Exchange on the day, month and year given above.



(Paritosh Kumar Mukherjee)
[First Party]

DHANLAXMI MERCANTILE PVT. LTD.



Director

(Dhanlaxmi Mercantile Private Limited)
[Second Party No.1]



(Prabuddha Mukherjee)

[represented by Power of Attorney, Dhanlaxmi Mercantile Private Limited, represented
by Mahesh Periwal]
[Third Party No.2]

Drafted By



Sujata Ghosh, Advocate
High Court at Calcutta

Witnesses:

Signature 

Name Mukul MukHERJEE

Father's Name Late Sri Kali Ganguly

Address C2/123 Salt Lake City

Sector II, Kolkata - 700091

Signature 

Name PINKA GHOSH

Father's Name SAMUR GHOSH

Address Advocate, High Court

Calcutta



Government Of West Bengal
Office Of the D.S.R. - I SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 03984 of 2014
(Serial No. 05139 of 2014 and Query No. 1601L000008879 of 2014)

On 01/12/2014

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

Presented for registration at 15.15 hrs on :01/12/2014, at the Private residence by Mahesh Periwal , one of the Executants.

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

Execution is admitted on 01/12/2014 by

1. Paritosh Kumar Mukherjee, son of Late Indubhusan Mukherjee , 23 A /652 A , Diamond Harbour Road , Plot No 652 , Block - O , New Alipore, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste Hindu, By Profession : Business
2. Mahesh Periwal
Director, Dhanlaxmi Mercantile Private Limited, Room No -18 , 5th Floor , 20 B , British India Street, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700069.
, By Profession : Business
Identified By Avijit Ray, son of M N Roy, 300 , Rai Bahadur Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste: Hindu, By Profession: Others.

Executed by Attorney

Execution by

1. Mahesh Periwal, Representative of
Director, Dhanlaxmi Mercantile Private Limited, Room No 18 , 5th Floor , 20 B , British India Street, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700069.
,as the constituted attorney of Prabuddha Mukherjee is admitted by him.
Identified By Avijit Ray, son of M N Roy, 300 , Rai Bahadur Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700053, By Caste: Hindu, By Profession: Others.

(Kalidas Mandal)
DISTRICT SUB-REGISTRAR-I

On 03/12/2014

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**

Registration Fees Rs. 67,707/- paid online on 11/01/2014 3:35PM with Govt. Ref. No. 192014150012367751 on 01/12/2014 3:20AM, Bank: State Bank of India, Bank Ref. No. CK56371121 on 11/01/2014 3:35PM, Head of Account: 0030-03-104-001-16, Query No:1601L000008879/2014


(Kalidas Mandal)
DISTRICT SUB-REGISTRAR-I



Government Of West Bengal
Office Of the D.S.R. - I SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 03984 of 2014
(Serial No. 05139 of 2014 and Query No. 1601L000008879 of 2014)

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.-1,30,48,000/-M.V. of the property of Greatest Value Rs 65,78,000/-

Certified that the required stamp duty of this document is Rs.- 460480 /- and the Stamp duty paid as: Impresive Rs.- 50/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Stamp duty Rs. 4,30,651/- paid online on 11/01/2014 3:35PM with Govt. Ref. No. 192014150012367751 on 01/12/2014 3:20AM, Bank: State Bank of India, Bank Ref. No. CK56371121 on 11/01/2014 3:35PM, Head of Account: 0030-02-103-003-02, Query No:1601L000008879/2014

(Kalidas Mandal)
DISTRICT SUB-REGISTRAR-I

On 04/12/2014

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, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 4686.00/-, on 04/12/2014

(Under Article : A(1) = 4686/- on 04/12/2014)

Deficit stamp duty

Deficit stamp duty Rs. 29850/- is paid , by the draft number 195108, Draft Date 03/12/2014, Bank : State Bank of India, CHETLA, received on 04/12/2014

(Kalidas Mandal)
DISTRICT SUB-REGISTRAR-I


(Kalidas Mandal)
DISTRICT SUB-REGISTRAR-I

SITE PLAN AT PREMISES NO. 652 A, DIAMOND HARBOUR ROAD, P. S. NEWALIPORE
 WARD NO. 81, KOLKATA-700 053 UNDER BOROUGH X [K.M.C.]

LAND AREA PREMISES NO. 652 A : 04 KATHA - 12 CH - 00 SFT. i.e.
 317.726 SQ.M. i.e. 3420 SQ.FT.

EXISTING EACH-FLOOR AREA : 1400 SQ.FT.
 TOTAL EXISTING AREA : 4200 SQ.FT.

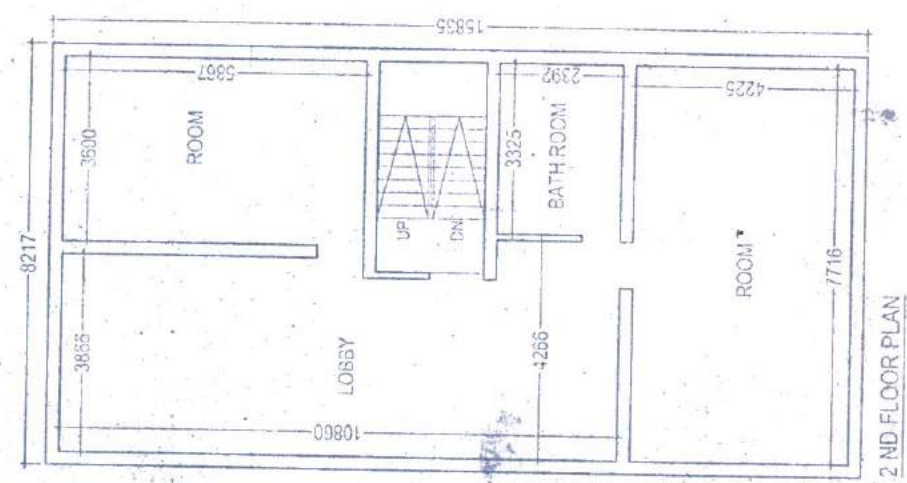
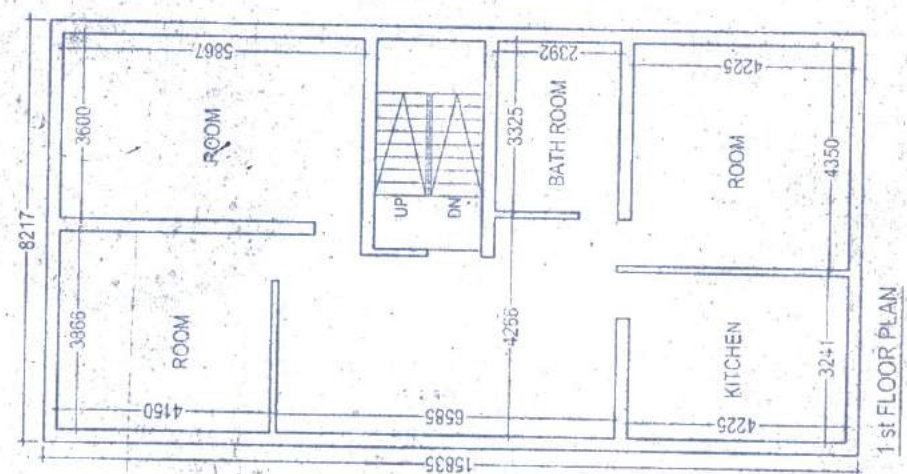
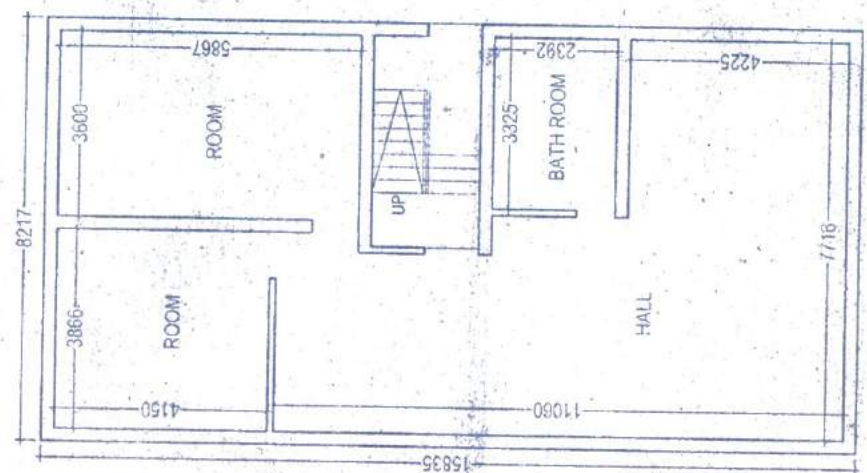
DHANLAXMI MERCANTILE PVT. LTD.

Manohar Paul
 Director

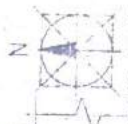
Dr. Manohar Paul

SIGNATURE OF L.B.S.

SIGNATURE OF THE OWNER



60' - 0" WIDE DIAMOND HARBOUR ROAD



SCALE : 1 : 150
 ALL DIMENSIONS ARE IN MET.
 (IN CASE OF DISCREPANCY, METRE SHALL PREVAIL)

EXISTING EACH FLOOR AREA : 1000 SQ.FT.
 TOTAL EXISTING AREA : 3000 SQ.FT.

SITE PLAN AT PREMISES NO. 652 B, DIAMOND HARBOUR ROAD, P. S. NEW ALIPORE
 WARD NO. 81, KOLKATA 700 053 UNDER BOROUGH X [K.M.C.]

LAND AREA PREMISES NO. 652 B : 03 KATHA - 14 CH - 40 SFT. i.e. 262.913 SQ.M.
 i.e. 2830 SQ.FT. [DEMARKED BY RED COLOR.]

SIGNATURE OF L.B.S.

SIGNATURE OF THE OWNER

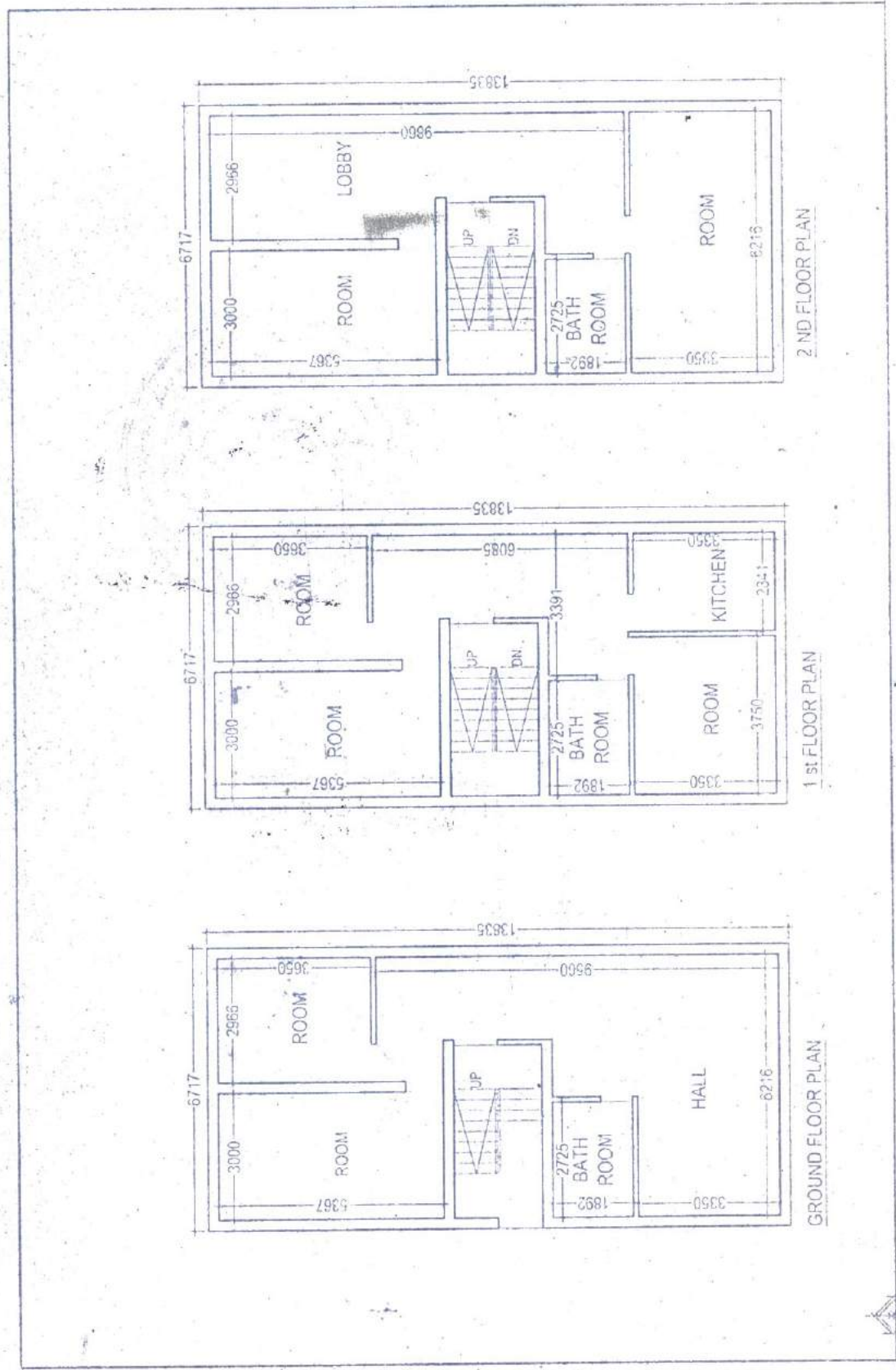
DHANLAXMI MERCANTILE PVT. LTD.

Umesh Kumar
 Director

[Handwritten Signature]



SCALE 1:100
 THE INSTRUMENT NO. 173/2014
 DATE 15/07/2014



50' - 0" WIDE DIAMOND HARBOUR ROAD

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 769 to 783
being No 03984 for the year 2014.



(Kalidas Mandal) 05-December-2014
DISTRICT SUB-REGISTRAR-I
Office of the D.S.R. - I SOUTH 24-PARGANAS
West Bengal