

07521

J= 07606



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

C 578312

Certify that the document is admitted to registration. The signature sheets and the enclosures attached with this document are the part of this document.

*[Signature]*  
Addl. District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

26 JUL 2010

DEED OF CONVEYANCE

1. Date : 23rd July 2010

2. Place : Kolkata

3. Parties :

3.1 VINITA SARAF [PAN NO.

ALGPS0345B], wife of  
Sanjay Saraf, by faith -

Contd.....2

নং 1782 তার 12/7/10 মুদ্রা 1000/-  
 ক্ষেত্রের নাম \_\_\_\_\_  
 গাং \_\_\_\_\_  
 স্থানীয় ভেদার বাকর \_\_\_\_\_  
 বিধান নগর (সফটলেক সিটি) এ. ডি. এস. জার ও  
 মোটী স্টাম্প ক্রয় তার \_\_\_\_\_  
 চালান নং \_\_\_\_\_ মোটী কত টাকা খরচ \_\_\_\_\_  
 টেকারী বারাকপুর ভেদার মিতা দত্ত


28 JUN 2010

Rajendra Kumar Sarangi

 N.C. 4976

Rajendra Kumar Sarangi


 V.C. 4972

Vinita Saraf  
 V.C. 4977

Sanjay Saraf

SK Mohiuddin Ahmed  
 810 SK Md. Ali  
 ff Bishnupur  
 BWSM



  
 Addl. District Sub Registrar  
 Bishnupur (Salt Lake City)  
 23 JUL 2010

Hindu, by occupation - House wife, by nationality - Indian, residing at 5, Kabir Road, P.S. Tollygunge, Kolkata - 700 026.

Hereinafter called and referred to as the "**OWNER / VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include her heirs, administrators, executors, legal representatives, nominees and assigns) of the **FIRST PART**.

**AND**

- 3.2 **M/S. ABHINAV COMMOTRADE PVT. LTD. IPAN NO. AAICA5972GI**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 1/1, Camac Street, 3rd Floor, Suite No. 7, Kolkata - 700 016, represented by its Director, **Rajendra Kumar Saraogi**, son of Jes Raj Saraogi.

Hereinafter called and referred to as the "**PURCHASER**" (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include its respective successors in office, office bearers, executors, administrators, legal, representatives, nominees and assigns) of the **SECOND PART**.

**AND**

- 3.3 **M/S. MOONSTONE ENTERPRISE PVT. LTD. (PAN NO. AADCM4928R)**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Kabir Road, P.S. Tollygunge, Kolkata - 700 026, represented by its Director, **SANJAY SARAF**, son of Late Radheshyam Saraf.



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

Hereinafter called and referred to as the **"CONFIRMING PARTY"** (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, office bearers, executors, administrators, legal representatives, nominees and assigns) of the **THIRD PART**.

In these presents, for the sake of brevity the Vendor, Purchaser and Confirming Party collectively referred to as Parties and individually as Party.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-**

4. **Subject Matter of Conveyance :**

4.1 **Said Property :** Shall mean imply and include **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 0 (Zero) Chittack 0 (Zero) sq.ft. be the same a little more or less**, lying and situated at **Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1654, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas being part of the land described in the First Schedule hereinafter written. The total land is described in the First Schedule and Said Property/Sold Property is morefully described in the Second Schedule hereunder written. A Plan of the total land is attached herewith (Said Property).**

5. **Background, Representations and Covenants :**

5.1 **Representations Regarding Title :** The Vendor has made the following representations and given the following warranties to the Purchaser regarding title.

*Contd.....A*



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

- 5.1.1 **Absolute Ownership of Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul** : One Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul were the absolute joint owners in respect of land measuring about 10 Bighas and 6 Cottahs more or less, lying and situated in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.
- 5.1.2 **Plotting by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul** : The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul plotted 10 Bighas more or less of land into 26 separate and independent plots & private passage, and the said plots were numbered and marked as Plot Nos. 4 to 29 in the manner as shown in the plan 'X' annexed therewith and herewith, and private passage measuring about 37 Cottah more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots and the said private passage comprising of Sali land was exclusively owned and possessed by the owners of Plot Nos. 4 to 29 [And not by any other Plot owners] and such was also shown in the Plan 'X' annexed thereto.
- 5.1.3 **Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Nilima Roy (nee Mondal)** : The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul as vendors and one Charusila Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, sold, transferred and conveyed Plot No. 14, consisting 6 (Six) Cottahs 1 (One) Chittack 3 (Three) sq.ft. together with proportionate share of private passage measuring 1 (One) Cottah 6 (Six) Chittacks 7 (Seven) sq.ft., in total 7 (Seven) Cottahs 7 (Seven) Chittacks 10 (Ten) sq.ft. more or less of land, to one Nilima Roy (nee Mondal), by the strength of a Registered Deed of Conveyance, registered on 10th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 106, Pages 104 to 110, being Deed No. 7423 for the year 1965.

*Contd.....5*



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010



**5.1.4 Agian Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti**

**Nath Paul to Nilima Roy (nee Mondal) and Kanika Banerjee & Others**

: The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul as vendors and one Charusila Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, sold, transferred and conveyed 27 (Twenty Seven) Cottahs 25 (Twenty Five) sq.ft. more or less comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas being plot marked as Plot Nos. 13 & 29 in the plan annexed thereto Together With proportionate ownership right, title or interest in respect of the aforesaid private passage, to one to one Niiharendu Manna, Satish Chandra Sarkar. Shubhra Mitra, Kuntala Manna, Jugal Kishore Mondal, Kanika Majumder, Renuka Rani Ghosh, Shubendu Manna, Nilima Mondal, Kalyan Mallick, Haripada Chakraborty, Baniballav Biswas, Hari Narayan Paul, Saraswati Das, Remendra Kumar Bhattacharjee, Kanika Banerjee & Sasanka Sekhar Mitra. by the strength of a Registered Deed of Conveyance, registered on 13th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 107, Pages 96 to 105, being Deed No. 7430 for the year 1965.

**5.1.5 Share of Nilima Roy (nee Mondal) in Plot No. 13 & 29 Together with**

**undivided share in Private passage** : Referencing the abovenoted sale, under Deed No. 7430 for the year 1965, the said Nilima Roy (nee Mondal) became the owner of 0 (Zero) Cottah 12 (Twelve) Chittacks 16 (Sixteen) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 2 (Two) Chittacks 36 (Thirty Six) sq.ft. being undivided share of the said private passage, **in total land measuring 15 (Fifteen) Chittacks 7 (Seven) sq.ft. more or less.**

**5.1.6 Absolute Ownership of Nilima Roy (nee Mondal) :**

Thus on the basis of the aforesaid deeds, the said **Nilima Roy (nee Mondal)** became the absolute owner of :



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

Plot No. 14 alongwith undivided proportionate share of private passage, land measuring **7 (Seven) Cottahs 7 (Seven) Chittacks 10 (Ten) sq.ft. more or less of land**, and also

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage ) land measuring 15 (Fifteen) Chittacks 7 (Seven) sq.ft. more or less,

**in total aggregated land measuring 8 (Eight) Cottahs 6 (Six) Chittacks 17 (Seventeen) sq.ft. more or less** in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.

5.1.7 **Sale by Nilima Roy (nee Mondal) to the present owner, Vinita Saraf :**  
The said Nilima Roy (nee Mondal) sold, transferred and conveyed

Plot No. 14 (Eastern Portion) alongwith undivided proportionate share of private passage, land measuring **3 (Three) Cottahs 11 (Eleven) Chittacks 28 (Twenty Eight) sq.ft. of land**, and also

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage) land measuring **7 (Seven) Chittacks 26 (Twenty Six) sq.ft.**,

**in total aggregated land measuring 4 (Four) Cottahs 3 (Three) Chittacks 9 (Nine) sq.ft. more or less** in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas, out of her possession, to the present owner, Vinita Saraf, by the strength of a Registered Deed of Conveyance, registered on 16.04.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 463, Pages 243 to 265, being Deed No. 08219 for the year 2003.

*Contd.....7*



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

5.1.8 **Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Kanika Banerjee :** The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul as vendors and one Charusila Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, again sold, transferred and conveyed Plot No. 15 (Southern Portion), consisting 3 (Three) Cottahs 0 (Zero) Chittack 24 (Twenty Four) sq.ft. together with proportionate share of private passage measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 3 (Three) sq.ft., in total **3 (Three) Cottahs 11 (Eleven) Chittacks 27 (Twenty Seven) sq.ft. of land**, to one Kanika Banerjee, by the strength of a Registered Deed of Conveyance, registered on 10th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, being Deed No. 7419 for the year 1965.

5.1.9 **Share of Kanika Banerjee in Plot No. 13 & 29 Together with undivided share in Private passage :** Referencing the abovenoted sale, under Deed No. 7430 for the year 1965, the said **Kanika Banerjee** became the owner of 0 (Zero) Cottah 6 (Six) Chittacks 8 (Eight) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 1 (One) Chittack 18 (Eighteen) sq.ft. being undivided share of the said private passage, in **total land measuring 7 (Seven) Chittacks 26 (Twenty Six) sq.ft. more or less.**

5.1.10 **Absolute Ownership of Kanika Banerjee :** Thus on the basis of the aforesaid deeds, the said **Kanika Banerjee** became the absolute owner of :

Plot No. 15 (Southern) alongwith undivided proportionate share of private passage, land measuring **3 (Three) Cottahs 11 (Eleven) Chittacks 27 (Twenty Seven) sq.ft. of land**, and also

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage) land measuring **7 (Seven) Chittacks 26 (Twenty Six) sq.ft.,**



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

**in total aggregated land measuring 4 (Four) Cottahs 3 (Three) Chittacks 8 (Eight) sq.ft. more or less** in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.

5.1.11 **Sale by Kanika Banerjee to Vinita Saraf & Suryakant Mody** : The said Kanika Banerjee sold, transferred and conveyed the aforesaid land measuring **4 (Four) Cottahs 3 (Three) Chittacks 8 (Eight) sq.ft. more or less** to the said Vinita Saraf & Suryakant Mody, by the strength of a Registered Deed of Conveyance, registered on 16.04.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 464, Pages 1 to 27, being Deed No. 08222 for the year 2003.

5.1.12 **Share of Vinita Saraf under Deed No. 08222 of 2003** : Thus under the above noted purchase deed bearing No. 08222 for the year 2003, the said Vinita Saraf became the absolute owner of :

**Fifty Percent undivided share on the following lands :-**

Plot No. 15 (Southern) alongwith undivided proportionate share of private passage, land measuring **3 (Three) Cottahs 11 (Eleven) Chittacks 27 (Twenty Seven) sq.ft. of land i.e. 1 (One) Cottah 13 (Thirteen) Chittacks 36 (Thirty Six) sq.ft. more or less,**

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage) land measuring **7 (Seven) Chittacks 26 (Twenty Six) sq.ft. i.e. 3 (Three) Chittacks 35.5 (Thirty Five Point Five) sq.ft of land,**

**In total aggregated land measuring 2 (Two) Cottahs 1 (One) Chittack 26.5 (Twenty Six point Five) sq.ft. more or less** in Mouza - Atghara, J.L.



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2011



No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.

- 5.1.13 **Absolute Ownership of Vinita Saraf under Deed No. 08219 of 2003 & 08222 of 2003** : Thus on the basis of the aforesaid two deeds, the said Vinita Saraf became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 4 (Four) Chittacks 35.5 (Thirty Five point Five) sq.ft. be the same a little more or less** being part of the land described in the First Schedule hereinafter written, lying and situated at **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 140**, under C.S. Khatian No. 120, **R.S. Khatian No. 90**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas.
- 5.1.14 **Record in L.R. Settlement** : The said Vinita Saraf recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1654 in respect of 11 decimals of land (having share 0.0307 out of 339 decimals of land in R.S./L.R. Dag No. 140).
- 5.1.15 **Desire of Sale by Vinita Saraf to the present Purchaser** : The said Vinita Saraf decides to sell the aforesaid **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 0 (Zero) Chittack 0 (Zero) sq.ft. be the same a little more or less** out of 6 (Six) Cottahs 4 (Four) Chittacks 35.5 (Thirty Five point Five) sq.ft. more or less, lying and situated at **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 140**, under C.S. Khatian No. 120, **R.S. Khatian No. 90**, **L.R. Khatian No. 1654**, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas morefully described in the Second Schedule hereunder written, being part of the land described in the First Schedule



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

hereinafter written [**SAID PROPERTY**] to the present Purchaser, at a total consideration of **Rs. 69,51,321.00 (Rupees Sixty Nine Lakhs Fifty One Thousand Three Hundred Twenty One) only**. Out of which Rs. 51,51,123.00 (Rupees Fifty One Lakhs Fifty One Thousand One Hundred Twenty Three) only will be paid to the owner, Vinita Saraf and Rs. 18,00,198.00 (Rupees Eighteen Lakhs One Hundred Ninety Eight) only will be paid to the Confirming Party, Moonstone Enterprise Pvt. Ltd. The total land is described in the First Schedule and **Said Property/Sold Property is morefully described in the Second Schedule hereunder written.**

- 5.1.16 **Acceptance by Purchaser** : The Purchaser herein has accepted the aforesaid proposal and agreed to purchase the **SAID PROPERTY** at an agreed consideration of **Rs. 69,51,321.00 (Rupees Sixty Nine Lakhs Fifty One Thousand Three Hundred Twenty One) only**.
- 5.1.17 **Title of the Vendor** : Thus in the abovementioned circumstances and on the basis of the aforesaid deed, the vendor has become the absolute owner of the Said Property.
- 5.1.18 **True and Correct Representations** : The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 5.2 **Representations and Covenants regarding Encumbrances** : The Vendor represents and covenants regarding encumbrances as follows :
- 5.2.1 **No Acquisition / Requisition** : The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected

*Contd.....II*



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

by any scheme of the Municipal Authority or Government or any Statutory Body.

- 5.2.2 **No Excess Land** : The Vendor does not hold any excess vacant land under the urban land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 5.2.3 **No Encumbrance by Act of Vendor** : The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell** : The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues** : No tax in respect of the Said Property is due to the Rajarhat Gopalpur Municipality and / or any other authority or authorities and no Certificate Case is pending for realisation of any taxes from the Vendor.
- 5.2.6 **No Right of Preemption** : No person or persons whosoever have/had/ has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage** : No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 **Free From All Encumbrances** : The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens,



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

5.2.9 **No Personal Guarantee :** The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.2.10 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and / or alienating the Said Property or any part thereof.

6. **Basic Understanding :**

6.1 **Agreement to Sell and Purchase :** The Purchaser has approached the Vendor and offered to buy the Said Property to the Purchaser and the Purchaser based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above and upon satisfaction of the right, title and interest of the said vendor by the purchaser has agreed to purchase the Said Property from the Vendor.

6.2 **Confirming Party :** The Confirming Party being the Developer of the entire project comprising and consisting of Schedule A land incurred



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010



financial expenses by dint of which, it had a charge on the Schedule B land (which is a Part of Schedule A Land) and it is due to such charge on the Property and amount of **Rs. 18,00,198.00 (Rupees Eighteen Lakhs One Hundred Ninety Eight)** only is paid by the Purchaser to the Confirming Party, and in lieu of such the Confirming Party unqualifiedly surrenders, relinquishes, discharges all its right, title, interest and privileges over, on and in respect of the Schedule B Land.

7. **Transfer :**

7.1 **Hereby Made :** The Vendor and the Confirming Party hereby sell, convey and transfer to the Purchaser the entirety of their right, title, privileges and interest of whatsoever or howsoever nature in the **SAID PROPERTY** morefully describeed in the Second Schedule hereinafter written, free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory, prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities.

7.2 **Consideration :** The aforesaid transfer is being made in consideration of a total sum of **Rs. 69,51,321.00 (Rupees Sixty Nine Lakhs Fifty One Thousand Three Hundred Twenty One)** only paid by the Purchaser to the Vendor and the Confirming Party, receipt of which the Vendor and the Confirming Party hereby and by the Memo and Receipt hereunder written unqualifiedly admit and acknowledge.



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

8. **Terms of Transfer :**

8.1 **Salient Terms :** The transfer being effected by this Conveyance is :

8.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute :** Absolute, irreversible and perpetual.

8.1.3 **Together with All Other Appurtenances :** Together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property, which includes all unrecorded/ non-mutated lands purchased by the Vendor as mentioned in the various sub-clauses of Clause 5 above.

8.2 **Subject to :** The transfer being effected by this Conveyance is subject to :

8.2.1 **Indemnification :** Indemnification by the Vendor and the Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser being satisfied about the title, right and interest of the vendor and further on such express indemnification by the vendor about the correctness of the vendor's title and the representations and authority to sell.

8.2.2 **Transfer of Property Act :** All obligations and duties of Vendor and Purchaser and Confirming Parties as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

## 16

- 8.6 **Covenant against Encumbrances** : The Vendor and the Confirming Party indemnify the purchaser and the purchaser is well and sufficiently saved defended and kept harmless and indemnified of, from and against all former and other estates, titles charges and encumbrances whatsoever had made, executed, occasioned or suffered by the vendor or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him, them or any of them and also against any latent and / or patent defect in title.
- 8.7 **No Objection to Mutation** : The vendor and the confirming party declare that the Purchaser can fully be entitled to mutate its names in all records of the concerned authority including Rajarhat Gopalpur Municipality and to pay tax or taxes and all other impositions in its own names. The vendor and the confirming party undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 **Further Acts** : The vendor and the confirming party hereby covenant that the vendors or any person claiming under her/them, shall and will from time to time and at all times hereafter at cost of the Purchaser, upon every request and cost of the Purchaser and / or its 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 Said Property.



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

**THE FIRST SCHEDULE ABOVE REFERRED TO****[Description of Total Land]**

ALL THAT piece and parcel of total aggregated Sali land measuring 203 Cottahs 12 Chittacks be the same a little more or less, lying and situated at **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 140**, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian Nos. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1674, 1675, 1676, 1763, 1764, 1765, 1766, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas, and also Sali land measuring 3 (Three) Cottahs 8 (Eight) Chittacks more or less, lying and situated at **Mouza - Teghoria**, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in **R.S. Dag No. 534**, under R.S. Khatian No. 53, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas.

- A Plan of the total land is attached herewith, and butted and bounded as follows :-

ON THE NORTH : R.S. Dag No. 139 and Four Storied Building.  
 ON THE SOUTH : R.S. Dag Nos. 141, 142, 143 & 144 of Mouza -  
 Atghara and R.S. Dag No. 534 of Mouza - Teghoria.  
 ON THE EAST : 20 ft. Wide Common Private passage.  
 ON THE WEST : 211 Bus Route.

Contd.....18



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010



**THE SECOND SCHEDULE ABOVE REFERRED TO****(SAID PROPERTY)****[SUBJECT MATTER OF SALE]**

ALL THAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs 0 (Zero) Chittacks 0 (Zero) sq.ft. be the same a little more or less, lying and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1654, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas being part of the land described in the First Schedule hereinabove written.

Together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Property.



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

at Kolkata in presence of :

1. SM Mohiuddin Ahmed,  
of Bisnumapur

2. B. Saraf

RD-21 Rajpurattouk  
KOL 59

Vinita Saraf

Vinita Saraf

**Owner / Vendor**

**Drafted By :**

For Pinaki Chattopadhyay & Associates,  
Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph. : 2570 8471.

**Composed By :**

Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.

Rajendra Kumar Sarangi

Rajendra Kumar Sarangi

Director of

M/s. Abhinav Commotrade Pvt. Ltd.

**Purchaser**

Sanjay Saraf

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

**Confirming Party**

Contd.....20



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

**MEMO OF CONSIDERATION**

Received Rs. 51,51,123.00 (Rupees Fifty One Lakhs Fifty One Thousand One Hundred Twenty Three) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

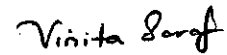
Cheque No - 662228 drawn on HDFC Bank dated 23-7-2010

Rs. 51,51,123/-

**Witnesses :-**

1. SA Mohindali Ahmed .

2. 



Vinita Saraf

**Owner / Vendor**



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

Received Rs. 18,00,198.00 (Rupees Eighteen Lakhs One Hundred Ninety Eight) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

Cheque No. - 662229 drawn on HDFC Bank dated 23-7-2016

Rs. 18,00,198/-

*Sanjay Saraf*

Witnesses :-

1. *SK Mohindran A. A. A.*

2. *B. B. B.*

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010



SITE PLAN OF SALI LAND MEASURING 203 COTTAHS MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER C.S. KHATIAN NO. 120, R.S. KHATIAN NO. 90, L.R. KHATIAN NOS. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1674, 1675, 1676, 1763, 1764, 1765, 1766, LYING AND SITUATED AT MOUZA-ATGHARA, J.L. NO. 10, RE. SA. NO. 133, TOUZI NO. 172 AND ALSO SALI LAND MEASURING 3 COTTAHS 8 CHITTACKS MORE OR LESS COMPRISED IN R.S. DAG NO. 534, UNDER R.S. KHATIAN NO. 53, LYING AND SITUATED AT MOUZA-TEGHORIA, J.L. NO. 9, P.S. RAJARHAT PRESENTLY BAGUIATI, A.D.S.R.O. BIDHANNAGAR, SALT LAKE CITY, WITHIN THE LOCAL LIMIT OF RAJARHAT GOPALPUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT NORTH 24 PARGANAS.

SOLD AREA: 6 COTTAHS 0 CHITTACK 0 SO. FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1654 LYING AND SITUATED AT MOUZA-ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND.

VENDOR : VINITA SARAF

PURCHASER : M/S. ABHINAV COMMOTRADE PVT. LTD.

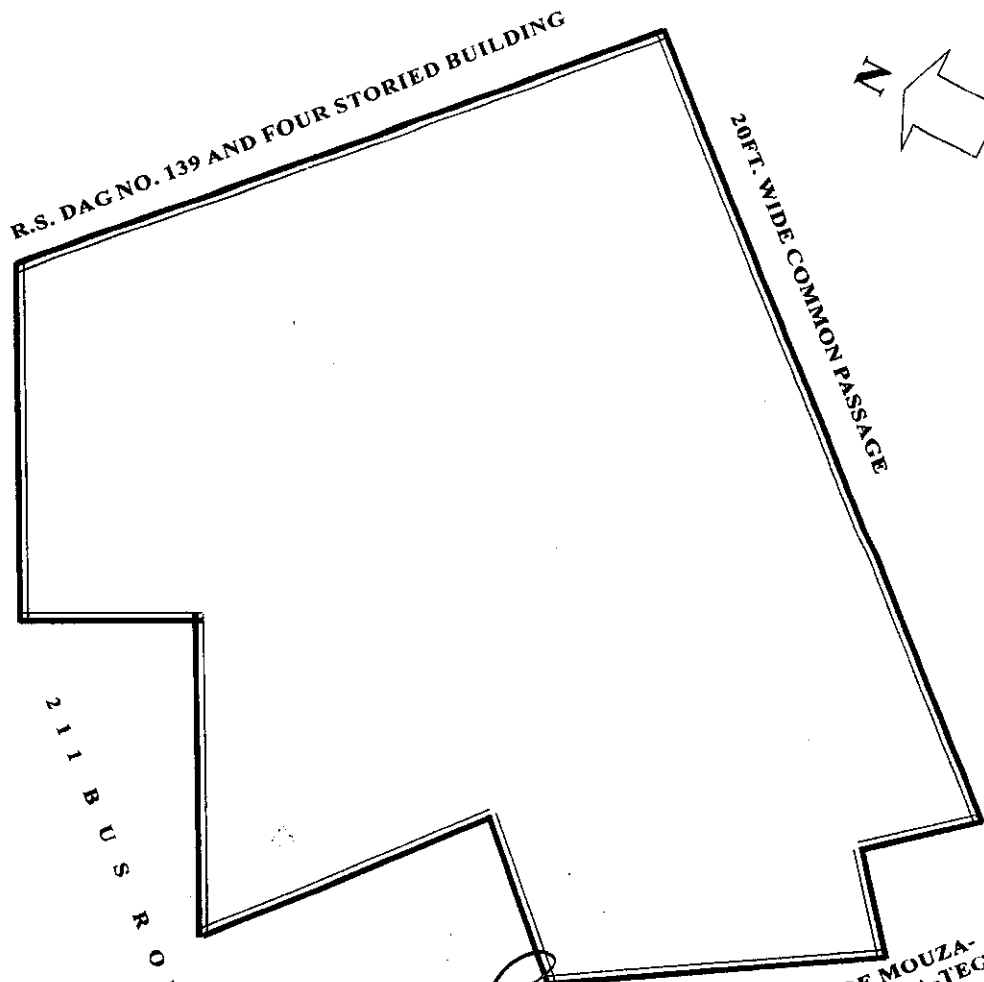
CONFIRMING PARTY: M/S. MOONSTONE ENTERPRISE PVT. LTD.

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER

Rejendra Kumar Sarraf



NOT IN SCALE  
DRAWN BY:  
PARESH SWARNAKAR

*Vinita Sarraf*

R.S. DAG NOS. 141, 142, 143 & 144 OF MOUZA-ATGHARA & R.S. DAG NO. 534 OF MOUZA-TEGHORIA














Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)












23 JUL 2010

SIGNATURE OF THE  
PRESENTANT /  
EXECUTANT / SELLER /  
BUYER / CLAIMANT  
WITH PHOTO

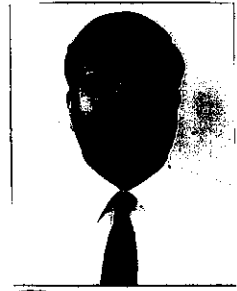










UNDER RULE 44A OF THE I.R. ACT 1908  
N.B.- L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX- THUMB TO SMALL PRINTS

	LH.					
	RH.					
<i>Rajendra Kumar Saruogi</i>						

ATTESTED :-

	LH.					
	RH.					
<i>Vinita Saraf</i>						

ATTESTED :-

	LH.					
	RH.					
<i>Sanjay Saraf</i>						

ATTESTED :-

	LH.					
	RH.					

ATTESTED :-














Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010

SIGNATURE OF THE  
PRESENTANT /  
EXECUTANT / SELLER /  
BUYER / CLAIMANT  
WITH PHOTO












UNDER RULE 44A OF THE I.R. ACT 1908  
N.B.- L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX- THUMB TO SMALL PRINTS

	LH.					
	RH.					

Rajendra Kumar Saruogi

ATTESTED :-












Rajendra Kumar Saruogi

	LH.					
	RH.					

Vinita Saraf











ATTESTED :-

Vinita Saraf

	LH.					
	RH.					

Sanjay Saraf

ATTESTED :-

	LH.					
	RH.					

ATTESTED :-



Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010





Addl District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

23 JUL 2010





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

Endorsement For Deed Number : I - 07606 of 2010  
(Serial No. 07521 of 2010)

On 23/07/2010

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

Presented for registration at 22.54 hrs on :23/07/2010, at the Private residence by Rajendra Kr Saraogi ,Claimant.

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

Execution is admitted on 23/07/2010 by

1. Vinita Saraf, son of Sanjay Saraf , 5 Kabir Rd, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026 , By Caste Hindu, By Profession : Others
2. Sanjay Saraf  
Director, M /s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026 .  
, By Profession : Others
3. Rajendra Kr Saraogi  
Director, M /s Abhinav Commotrade Pvt Ltd, 1/1 Camac St 3rd Fl Suite No 7, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .  
, By Profession : Others

Identified By Sk Mohiuddin Ahmed, son of Sk Md Ali, Bishnupur, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

( Rajendra Prasad Upadhyay )  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/07/2010

**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:**

Fee Paid in rupees under article : A(1) = 76461/- ,E = 14/- on 26/07/2010

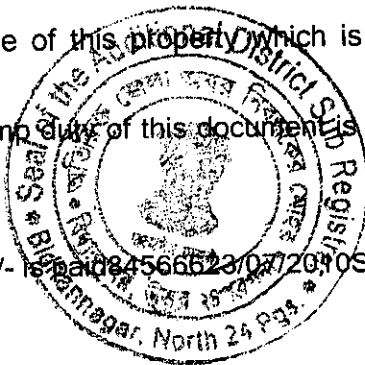
**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-6951321/-

Certified that the required stamp duty of this document is Rs.- 486612 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 485620/- is paid on 23/07/2010 State Bank of India, PARK STREET, received on 26/07/2010



( Rajendra Prasad Upadhyay )  
Additional District Sub-Registrar  
Bidhan Nagar (Salt Lake City)

26 JUL 2010

26/07/2010 16:52:00

ADDITIONAL DISTRICT SUB-REGISTRAR  
EndorsementPage 1 of 2





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

---

**Endorsement For Deed Number : I - 07606 of 2010**  
**(Serial No. 07521 of 2010)**

---

**( Rajendra Prasad Upadhyay )**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**



26 JUL 2010

*(Signature)*  
**Addl District Sub-Registrar**  
**Bidhan Nagar (Salt Lake City)**  
**( Rajendra Prasad Upadhyay )**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**

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

Registered in Book - I

CD Volume number 13

Page from 723 to 749

being No 07606 for the year 2010.



(Rajendra Prasad Upadhyay) 27-July-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A. D. S. R. BIDHAN NAGAR  
West Bengal



DATED THE            DAY OF            2010

**DEED OF CONVEYANCE**

**BETWEEN**

Vinita Saraf

**Owner / Vendor**

M/s. Abhinav Commotrade Pvt. Ltd.

**Purchaser**

M/s. Moonstone Enterprise Pvt. Ltd.

**Confirming Party**

**Drafted By**

**Pinaki Chattopadhyay & Associates**

**Solicitor & Advocates**

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 059

Ph : 2570 8471

**Composed By**

**Paresh Swarnakar**

14/B, Jessore Road

Kolkata - 700 028