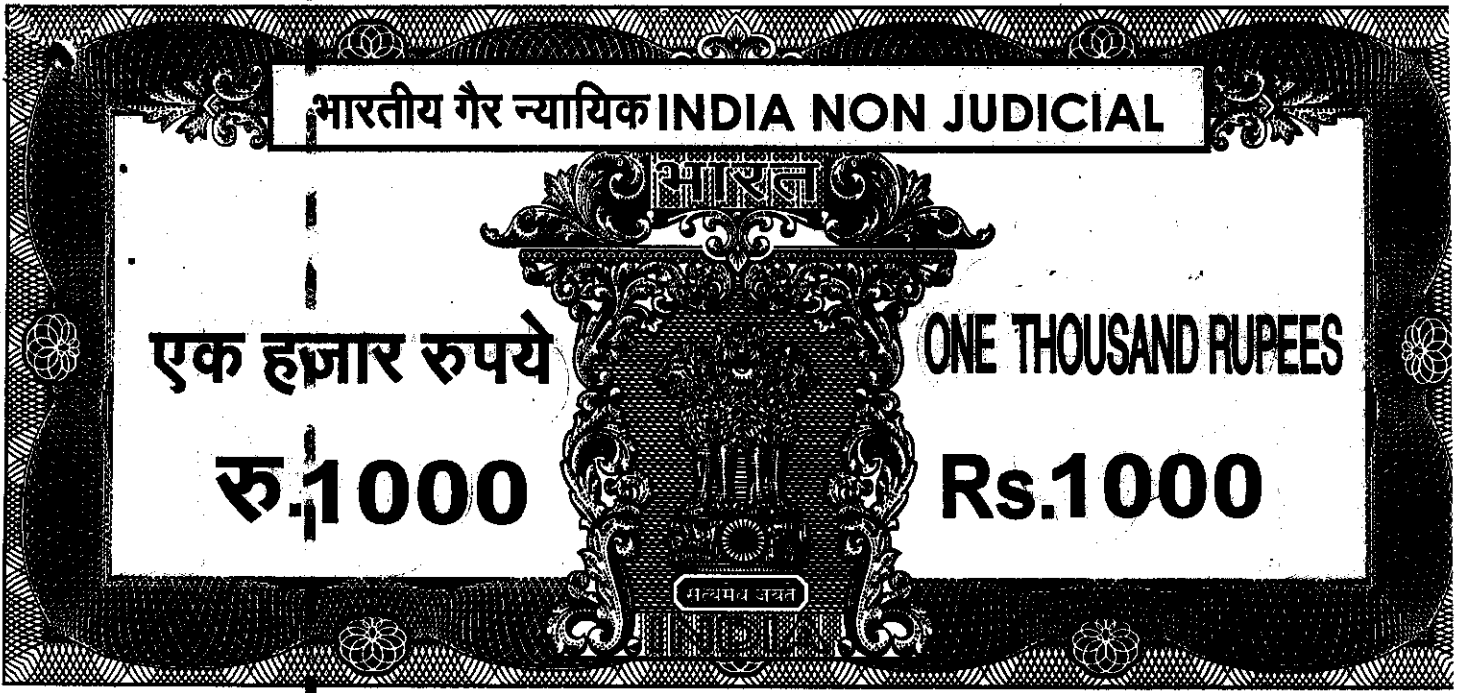


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Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

104784
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 M/S. DAFFODIL PROJECTS

PVT. LTD. [PAN NO.

AABCD8392G], a Private

নং ১৯৫
ক্রতার নাম
সং
স্টাম্প ডেডার স্বাক্ষর
বিধান নগর (সল্টলেক সিটি) এ ডি এন আর ও
এটি স্টাম্প ক্রম তারিখ
সংখ্যা নং

14/7/10

10000

ANANI CHATTERJEE
Advocate
Judge's Court, Warangal.

02 JUL 2010

300000

মোটা কড় টাকা খরিদ
বিধান নগর (সল্টলেক সিটি) এ ডি এন আর ও

Hakar
Hakar

V/L

4970

BIKASH NAHAR

V/L

4977

Sanjay Kumar



SM Mohiuddin Ahmed,
810 SM Md. Ali
OF - Bisnampur.
PS - Rajshahi
24 PPS CD Buson

Add District Sub Registrar
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Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Kabir Road, Kolkata - 700 026, represented by its Director, **Sanjay saraf**, son of Late Radheshyam Saraf.

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

AND

- 3.2 **M/S. ALLWINE VINIMAY PVT. LTD. [PAN NO. AAICA5970E]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 9, India Exchange Place, 5th Floor, Room No. 6, Kolkata - 700 001, represented by its Director, **Bikash Nahar**, son of Hiran Singh Nahar.

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.



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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. 1666, 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



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- 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 admeasuring 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 Subhendu Manna** : 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. 5, consisting 6 (Six) Cottahs 10 (Ten) Chittacks 30 (Thirty) sq.ft. together with proportionate undivided share of private passage measuring 1 (One) Cottah 8 (Eight) Chittacks 10 (Ten) sq.ft. **in total 8 (Eight) Cottahs 2 (Two) Chittacks 40 (Forty) sq.ft. of land** in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24



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Parganas, to one Subhendu Manna, by the strength of a Registered Deed of Conveyance, registered on 10.08.1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 104, Pages 170 to 176, being Deed No. 7427 for the year 1965.

5.1.4 **Sale by Subhendu Manna to Madan Mohan Das** : The said Subhendu Manna sold, transferred and conveyed the aforesaid plot, being Plot No. 5, together with proportionate share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, to one Madan Mohan Das, by the strength of a Registered Deed of Conveyance, registered on 23.02.1979, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 23, Pages 187 to 194, being Deed No. 1264 for the year 1979.

5.1.5 **Sale by Madan Mohan Das to Jayanta Kumar De** : The said Madan Mohan Das sold, transferred and conveyed the aforesaid plot, being Plot No. 5, together with proportionate share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, to one Jayanta Kumar De, by the strength of a Registered Deed of Conveyance, registered on 13.01.1989, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 182 for the year 1989.

5.1.6 **Sale by Jayanta Kumar De to M/s. Daffodil Projects Pvt. Ltd. and Sanjay Saraf** : The said Jayanta Kumar De sold, transferred and conveyed 4 (Four) Cottahs 13 (Thirteen) Chittacks 33 (Thirty Three) sq.ft. of land being part of Plot No. 5, and undivided share of the said private passage out of his possession to M/s. Daffodil Projects Pvt. Ltd., and also 1 (One) Cottah 14 (Fourteen) Chittacks 30 (Thirty) sq.ft. of land being part of Plot No. 5, and undivided share of the said private passage out of his possession, to one Sanjay Saraf, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, by the



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strength of a Registered Deed of Conveyance, registered on 15.07.2005, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 37, Pages 145 to 177, being Deed No. 00578 for the year 2006.

- 5.1.7 **Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Hari Narayan Paul :** 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 Southern Portion of Plot No. 23, consisting 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. together with proportionate undivided share of private passage measuring 0 (Zero) Cottah 9 (Nine) Chittacks 6 (Six) sq.ft. **in total 3 (Three) Cottahs 1 (One) Chittack 6 (Six) sq.ft. more or less of land** in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Hari Narayan Paul, by the strength of a Registered Deed of Conveyance, registered on 10.08.1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 105, Pages 155 to 161, being Deed No. 7425 for the year 1965.

- 5.1.8 **Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Hari Narayan Paul & 16 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



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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 Hari Narayan Paul, Satish Chandra Sarkar, Shubhra Mitra, Kuntala Manna, Jugal Kishore Mondal, Kanika Majumder, Renuka Rani Ghosh, Shubendu Manna, Niiharendu Manna, Nilima Mondal, Kalyan Mallick, Haripada Chakraborty, Baniballav Biswas, 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. 1, Volume No. 107, Pages 96 to 105, being Deed No. 7430 for the year 1965.

5.1.9 Share of Hari Narayan Paul 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 Hari Narayan Paul became the owner of 0 (Zero) Cottah 5 (Five) Chittacks 7 (Seven) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 1 (One) Chittack 7 (Seven) sq.ft. being undivided share of the said private passage, **in total land measuring 0 (Zero) Cottah 6 (Six) Chittacks 14 (Fourteen) sq.ft. more or less.**

5.1.10 Absolute Ownership of Hari Narayan Paul : Thus the said Hari Narayan Paul on the basis of the aforesaid Deeds bearing Nos. 7425 for the year 1965 and 7430 for the year 1965, became the absolute owner of ALL THAT piece and parcel of total aggregated land measuring **3 (Three) Cottahs 7 (Seven) Chittacks 20 (Twenty) sq.ft.** consisting Southern Portion of Plot No. 23, and Plot No. 13 & 29, together with proportionate undivided share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.



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- 5.1.11 **Demise of Hari Narayan Paul** : The said Hari Narayan Paul died intestate on 01.09.1978, leaving behind his four sons namely Subhas Chandra Paul, Bikash Kumar Paul, Prakash Ranjan Paul & Provas Kumar Paul, and two daughters namely Bhabani Mitra & Dipti Paul and only wife namely Rajlakshmi Paul as his heirs and successors in interest.
- 5.1.12 **Demise of Provas Kumar Paul** : The said Provas Kumar Paul died intestate on 07.07.2000, leaving behind his wife namely Rita Paul and only son namely Saikat Paul and only daughter namely Paramita Paul as his heirs and successors in interest in respect of his share in the estate of the said Hari Narayan Paul, since deceased.
- 5.1.13 **Absolute Ownership of Subhas Chandra Paul & Others** : Thus the said Subhas Chandra Paul, Bikash Kumar Paul, Prakash Ranjan Paul, Rajlakshmi Paul, Bhabani Mitra, Dipti Paul, Rita Paul, Saikat Paul & Paramita Paul became the absolute joint owners of the aforesaid ALL THAT piece and parcel of total aggregated land measuring **3 (Three) Cottahs 7 (Seven) Chittacks 20 (Twenty) sq.ft.** more or less consisting Southern Portion of Plot No. 23, and Plot No. 13 & 29, together with proportionate undivided share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.14 **Joint Sale by Subhas Chandra Paul & Others to M/s. Daffodil Projects Pvt. Ltd. and Vijay Lakshmi Saraf** : The said Subhas Chandra Paul, Bikash Kumar Paul, Prakash Ranjan Paul, Rajlakshmi Paul, Bhabani Mitra, Dipti Paul (Mukherjee), Rita Paul, Saikat Paul & Paramita Paul jointly sold, transferred **2 (Two) Cottahs of land** consisting part of Southern Portion of Plot No. 23, and also Plot No. 13 & 29, together with proportionate undivided share of private passage to **one M/s. Daffodil Projects Pvt. Ltd.**, and also **1 (One) Cottah 7 (Seven) Chittacks**



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20 (Twenty) sq.ft. of land consisting part of Southern Portion of Plot No. 23, and also Plot No. 13 & 29, together with proportionate undivided share of private passage to **one Vijay Lakshmi Saraf**, 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. Dag No. 140**, under C.S. Khatian No. 120, **R.S. Khatian No. 90**, in the District North 24 Parganas, by the strength of a Registered Deed of Conveyance, registered on 20.11.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 196, Pages 22 to 42, being Deed No. 03333 for the year 2004.

5.1.15 **Record in L.R. Settlement** : The said M/s. Daffodil Projects Pvt. Ltd. recorded its names in the record of the L.R. Settlement in L.R. Khatian No. 1666 in respect of 11 decimals of land (having share 0.0324 out of 339 decimals of land in R.S./L.R. Dag No. 140).

5.1.16 **Absolute Ownership of M/s. Daffodil Projects Pvt. Ltd.** : Thus the said M/s. Daffodil Projects Pvt. Ltd. on the basis of the aforesaid Deeds bearing Nos. 00578 for the year 2006, and Deed No. 03333 for the year 2004, became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 13 (Thirteen) Chittacks 33 (Thirty Three) 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. 1666**, 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.**



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- 5.1.17 **Desire of Sale by M/s. Daffodil Projects Pvt. Ltd. to the present Purchaser** : The said M/s. Daffodil Projects Pvt. Ltd. decides to sell **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 13 (Thirteen) Chittacks 33 (Thirty Three) 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. 1666**, 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 [**SAID PROPERTY**], to the present Purchaser, at a total consideration of **Rs. 69,50,555.00 (Rupees Sixty Nine Lakhs Fifty Thousand Five Hundred Fifty Five) only**. Out of which Rs. 51,50,555.00 (Rupees Fifty One Lakhs Fifty Thousand Five Hundred Fifty Five) only will be paid to the owner, M/s. Daffodil Projects Pvt. Ltd., and Rs. 18,00,000.00 (Rupees Eighteen Lakhs) only will be paid to the Confirming Party, M/s. Moonstone Enterprise Pvt. Ltd.
- 5.1.18 **Acceptance by Purchaser** : The Purchaser herein has accepted the aforesaid proposal and agreed to purchase the **SAID PROPERTY** at an agreed consideration of **Rs. 69,50,555.00 (Rupees Sixty Nine Lakhs Fifty Thousand Five Hundred Fifty Five) only**.
- 5.1.19 **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.
- 5.1.20 **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.



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- 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 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.



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5.2.8 **Free From All Encumbrances** : The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, 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 by the right, title and intrest of the said 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 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



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on the Property and amount of **Rs. 18,00,000.00 (Rupees Eighteen Lakhs)** 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, lispendens, 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. 69,50,555.00 (Rupees Sixty Nine Lakhs Fifty Thousand Five Hundred Fifty Five)** 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 admits and acknowledges.

8. Terms of Transfer :

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



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- 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 right, title 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.
- 8.3 **Delivery of Possession** : Physical (Khas), vacant and peaceful possession of the Said Property has been handed over by the vendor to the Purchaser, which the Purchaser admit, acknowledge and accept.



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- 8.4 **Outgoings** : All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the vendor hereby agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession** : The Vendor and the Confirming Party hereby covenant that the Purchaser and its director, executors, administrators, nominees, successors in office representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the vendor.
- 8.6 **Covenant against Encumbrances** : The Vendor and the Confirming Party indemnify the purchaser and the purchaser is well and sufficiently



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Bidhan Nagar (Salt Lake City)

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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 vendor or any person claiming under them, shall and will from time to time and at all times hereafter at cost of the purchaser, upon every request 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.



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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.



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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) 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. 1666, 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.

Contd.....19



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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. *Shri Mohiuddin Ahmed*
2. *Shri Biswajit Das*

*RD 21 Row KLU Routhroy
KOL59*

Sanjay Saraf

Sanjay Saraf

Director of
M/s. Daffodil Projects Pvt. Ltd.

Owner / Vendor

Drafted By:

Pinaki Chattopadhyay
For Pinaki Chattopadhyay & Associates,
Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph. : 2570 8471.

Composed By :

Paresh Swarnakar
Paresh Swarnakar,

14/B, Jessore Road.

Kolkata - 700 028.

Bikash Nahar

Bikash Nahar

Director of
M/s. Allwine Vinimay Pvt. Ltd.

Purchaser

Sanjay Saraf

Sanjay Saraf

Director of
M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



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Bidhan Nagar (Salt Lake City)

23 JUL 2010

MEMO OF CONSIDERATION

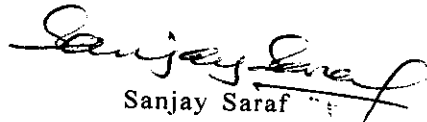
Received Rs. 51,50,555.00 (Rupees Fifty One Lakhs Fifty Thousand Five Hundred Fifty Five) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

Cheque No. 662429 drawn on H.D.FE Bank dated 23-7-10 Rs. 51,50,555/-

Witnesses :-

1. Sri Mohindri Almees ,

2. 


Sanjay Saraf

Director of

M/s. Daffodil Projects Pvt. Ltd.

Owner / Vendor



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23 JUL 2010

Received Rs. 18,00,000.00 (Rupees Eighteen Lakhs) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

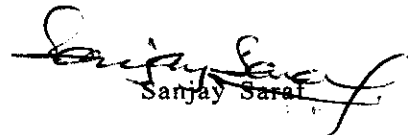
Cheque No. 662430 drawn on A.D.F.C. Bank dated. 23-7-2010

Rs. 18,00,000/-

Witnesses :-

1. SK Mohinddin Ahmed,

2. 


Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



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SITE PLAN OF SALI LAND MEASURING 203 COTTAHS 12 CHITTACKS 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.

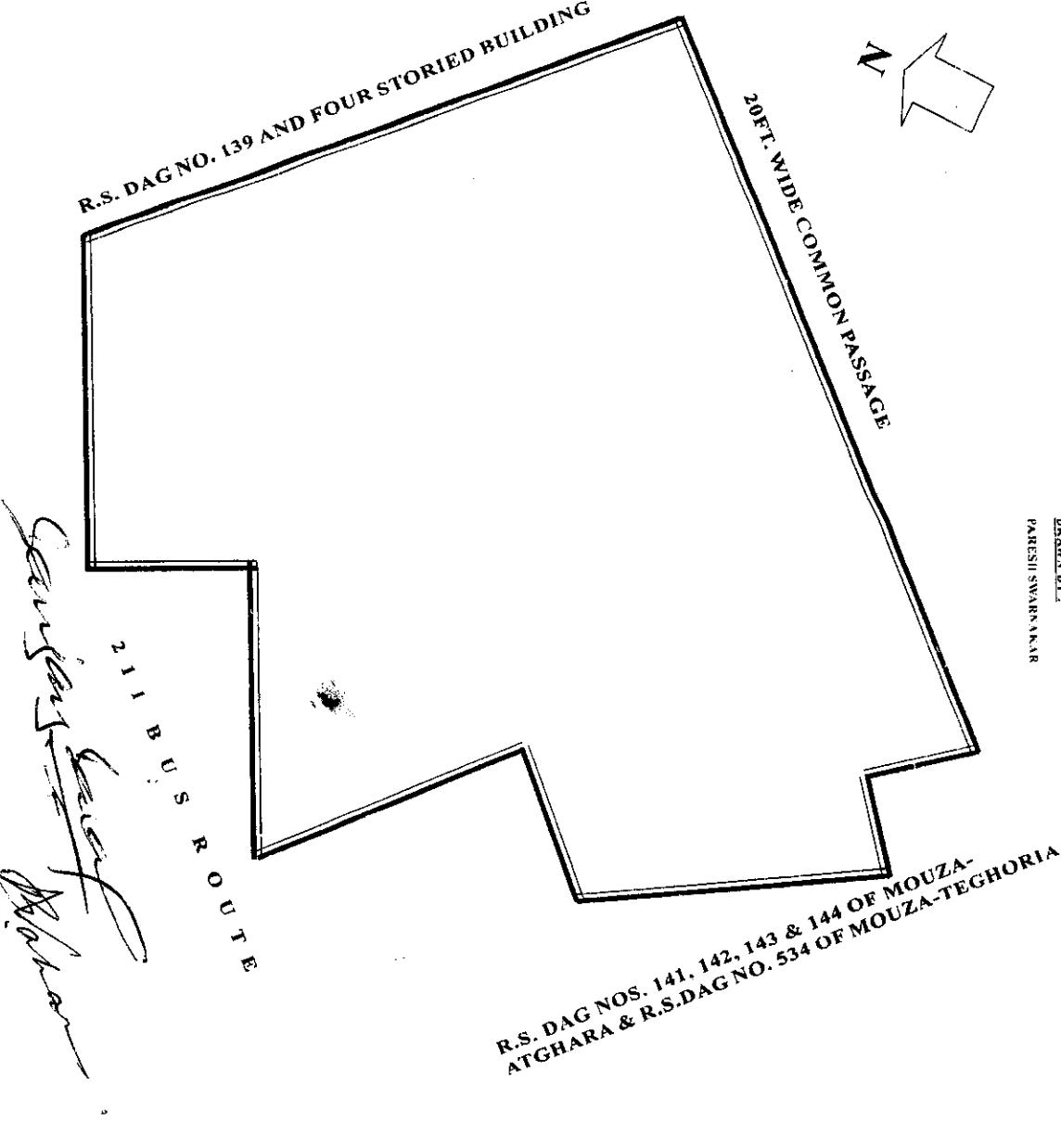
SOLD AREA : 6 COTTAHS 0 CHITTACK 0 SQ. FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1666 LYING AND SITUATED AT MOUZA-ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND.

VENDOR : M/S. DAFFODIL PROJECTS PVT. LTD.
PURCHASER : M/S. ALLWINE VINIMAY PVT. LTD.
CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER
















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


23 JUL 2010

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

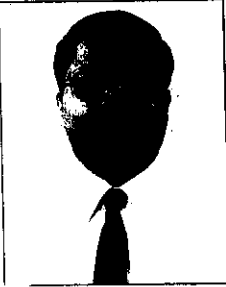
UNDER RULE 44A OF THE I.R. ACT 1908
N.B.- L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 <i>Hakar</i>	LH.					
	RH.					

ATTESTED :- *Hakar*

	LH.					
	RH.					

ATTESTED :-

 <i>Saurabh</i>	LH.					
	RH.					

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

 <i>Shahar</i>	LH.					
	RH.					

ATTESTED *Shahar*

	LH.					
	RH.					

ATTESTED :-

 <i>Santosh</i>	LH.					
	RH.					

ATTESTED :-

	LH.					
	RH.					

ATTESTED :-



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 - 07608 of 2010
(Serial No. 07516 of 2010)

On 23/07/2010

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

Presented for registration at 22.47 hrs on :23/07/2010, at the Private residence by Bikash Nahar, Claimant.

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

Execution is admitted on 23/07/2010 by

1. Sanjay Saraf
 Director, M /s Daffodil Projects Pvt Ltd, 5 Kabir Rd, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026 .
 , 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. Bikash Nahar
 Director, M /s Allwine Vinimay Pvt Ltd, 9 India Exchange Place 5 Th Fl Room No 6, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 .
 , By Profession : Others
- Identified By Sk Mohiuddin Ahmed, son of Sk Md Ali, Bishnupur, Thana:-Rajarhat, 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:

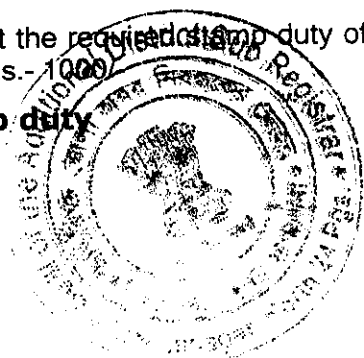
Fee Paid in rupees under article : A(1) = 76450/- ,E = 14/- on 26/07/2010

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.-6950555/-

Certified that the required stamp duty of this document is Rs.- 486559 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty



(Signature)
 Addl District Sub-Registrar
 Bidhan Nagar (Salt Lake City)
 26 JUL 2010
 (Rajendra Prasad Upadhyay)
 ADDITIONAL DISTRICT SUB-REGISTRAR



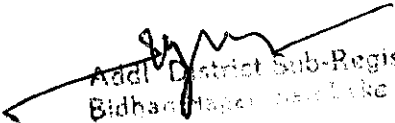
Government Of West Bengal
Office Of the A. D. S. R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 07608 of 2010
(Serial No. 07516 of 2010)

Deficit stamp duty Rs. 485560/- is paid 84566423/07/2010 State Bank of India, PARK STREET, received on 26/07/2010

(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR




Addl. District Sub-Registrar
Bidhan Nagar, West Bengal City

26 JUL 2010

(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 780 to 806

being No 07608 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

M/s. Daffodil Projects Pvt. Ltd.

Owner / Vendor

M/s. Allwine Vinimay 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