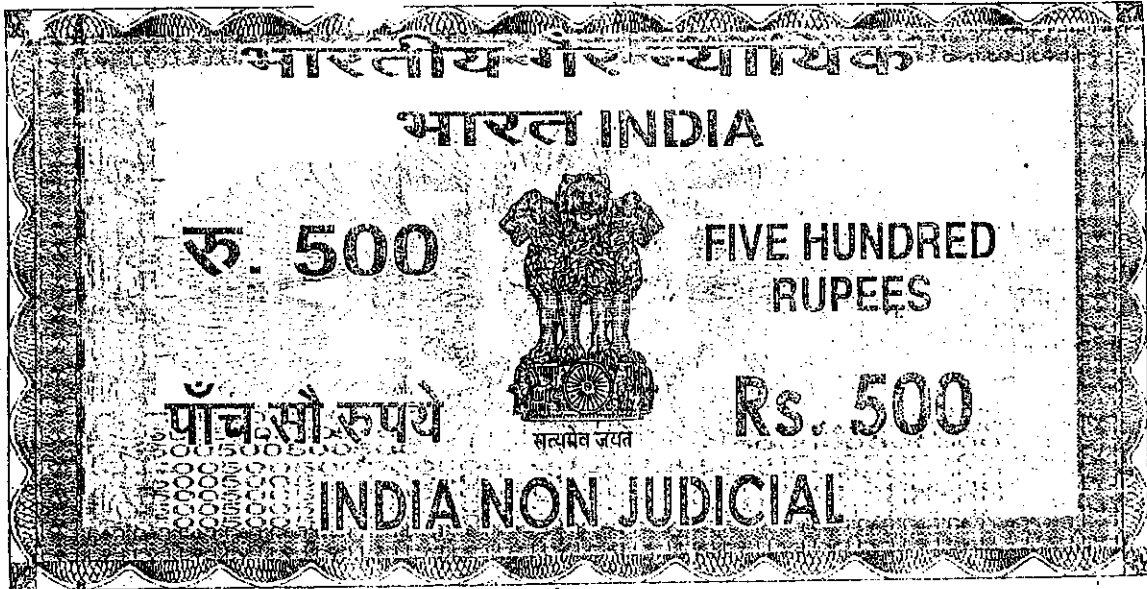


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL.

D 645681

Handwritten: 02/7/10
620/4

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

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

06 JUL 2010
06 JUL 2010

DEED OF CONVEYANCE

1. Date: 02.07.2010

2. Place: Kolkata

3. Parties:

3.1 PRAMOD JAIN (PAN NO. ACLP J0663M), son of Madan Lal Saraogi (Jain), by faith -

Handwritten: Dist. Reg. No. 1733/10

Contd.....2

Addl District Sub-Registrar
02 JUL 2010



Sr. Indira Devi Premet
870 Ex Ind. Bldg.
of Postmpm
Bangura

[Handwritten signature]

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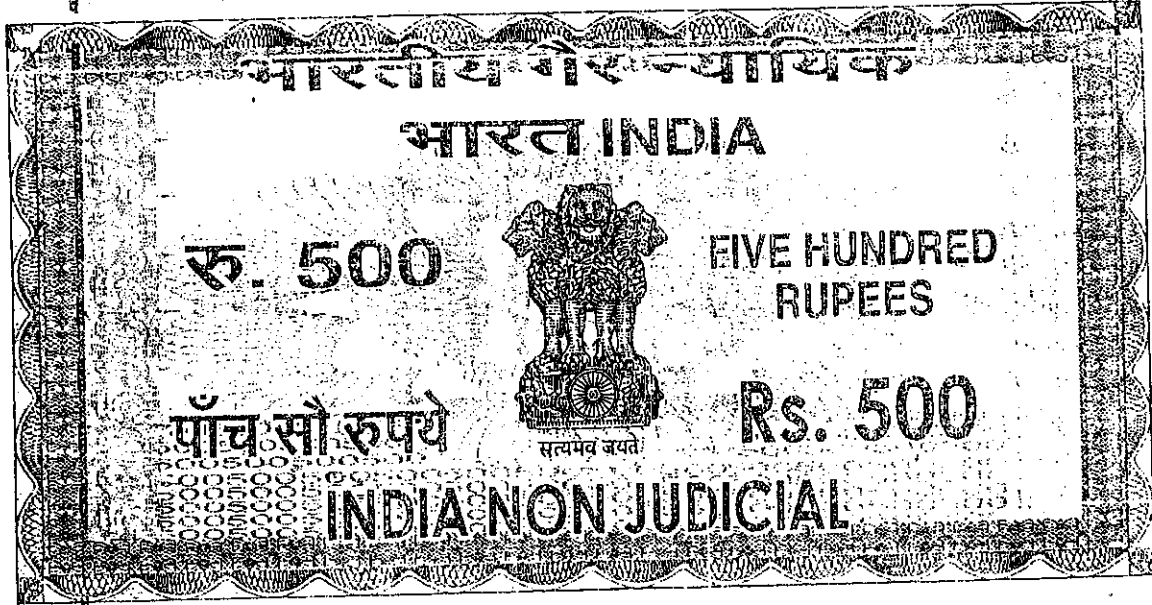
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10 MAY 2010

[Handwritten signature]

922
MIAKI CHAITORADHAY
S.00
Address
Date of Birth
Date of Marriage
Date of Issue
Date of Expiry
Date of Renewal
Date of Cancellation

18 JUN 2010



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

D 645682

2

Hindu, by occupation - Business, by nationality - Indian, residing at P-15, Kalakar Street. Kolkata - 700 007.

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

Contd.....3



AND

3.2 DIGVIJAY VINTRADE PVT. LTD. (PAN NO. AADCD4799D), a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 99A, Park Street, 5th Floor, Kolkata - 700 016, represented by its Director, **ROMIT R SHAMSUKHA**.

Authn 4.7.18

NARAYANI DEALTRADE PVT. LTD. (PAN APPLIED), a Private Limited Company, incorporated under the Provisions of Companies Act, 1956, having its Registered Office at 99A, Park Street, 5th Floor, Kolkata - 700 016, represented by its ^{authorised signatory} **TALIT KUMAR GIRJA**.

Prasad Jain

Both hereinafter jointly and collectively called and referred to as the **"PURCHASERS"** (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 **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 - 700 036, represented by its Director, **SANJAY SARAF**, son of Late Radheshyam Saraf.

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 director in office, office bearers, executors, administrators, legal representatives, nominees and assigns) of the THIRD PART.

Vendor, Purchasers and Confirming Party collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Said Property :** ALL THAT piece and parcel of Sali land admeasuring 6 (Six) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft. be the same a little more or less out of First Schedule land described hereinafter, lying and situated at Mouza - Atghura, 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. 1651, 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. 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, Warranties and Covenants :**

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

5.1.1 **Absolute Ownership of Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul :** One Avanti Paul @ Avanti Nath Paul & Jibanti

Contd.....5

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 & 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 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 passage 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 Ramendra Nath Modak** : 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. 26, consisting 5 (Five) Cottah of land, together with proportionate share of passage measuring 1 (One) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft. in total land measuring 6 (Six) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft., 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, to one Ramendra Nath Modak, by the strength of a Registered Deed of Conveyance, registered on 31.03.1966, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 45, Pages 156 to 161, being Deed No. 2588 for the year 1966.

Contd.....6

- 5.1.4 **Sale by Ramendra Nath Modak to Ganapati Paul :** The said Ramendra Nath Modak sold, transferred and conveyed the aforesaid Plot No. 26, consisting 5 (Five) Cottah of land, together with proportionate share of passage measuring 1 (One) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft. **in total land measuring 6 (Six) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft.**, 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, to one Ganapati Paul, by the strength of a Registered Deed of Conveyance, registered on 07.10.1983, in the office of the Sub-Registrar Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 260, Pages 59 to 65, being Deed No.10112 for the year 1983.
- 5.1.5 **Sale by Ganapati Paul to the present owner, Pramod Jain :** The said Ganapati Paul sold, transferred and conveyed the aforesaid Plot No. 26, consisting 5 (Five) Cottah of land, together with proportionate share of passage measuring 1 (One) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft. **in total land measuring 6 (Six) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft.**, 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, to the present owner, Pramod Jain, by the strength of a Registered Deed of Conveyance, registered on 20.03.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 463, Pages 114 to 128, being Deed No. 08213 for the year 2003.
- 5.1.6 **Record in L.R. Settlement :** The said Pramod Jain recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1651 in respect of 10 decimals of land (having share 0.0299 out of 339 decimals of land in R.S./L.R. Dag No. 140).
- 5.1.7 **Absolute Ownership of Pramod Jain :** Thus on the basis of the aforesaid deed, the said Pramod Jain became the absolute owner of **ALL THAT**

Contd.....7

- 5.2 Representations, Warranties and Covenants regarding Encumbrances :**
The Vendor represents, warrants 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 Purchasers.
- 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 whatsoever have/had/ has any right of preemption over and in respect of the Said Property or any part thereof.

Contd.....9

- 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, attachments, lispendens, uses, debentures, 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 Vendor has approached the Purchasers and offered to sell the Said Property to the Purchasers and the Purchasers based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), have agreed to purchase the Said Property from the Vendor.

6.2 **Confirming Party :** The owner / vendor has entered previously into an Agreement for Sale with the present Confirming Party. Due to some unavoidable circumstances the Confirming Party did not be able to purchase the land and took return the amount invested by them and nominated the present Purchasers to the Vendor. And the confirming party also executed the present deed in confirmation of the sale after relinquishing all the right, title interest on the Said Property.

7. **Transfer :**

7.1 **Hereby Made :** The Vendor and the Confirming Party hereby sell, convey and transfer to the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the SAID PROPERTY morefully described in the Second Schedule hereinafter written, free from all encumbrances.

7.2 **Consideration :** The aforesaid transfer is being made in consideration of a sum of Rs. 79,84,167.00 (Rupees Seventy Nine Lakhs Eighty Four Thousand One Hundred Sixty Seven) only paid by the Purchasers 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 admit and acknowledge.

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.

Contd.....II

- 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 Purchasers on such express indemnification by the vendor about the correctness of the vendor's title and the representations and authority to sell, which if found defective or untrue at any time, the vendor shall, at his own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and / or rectify.
- 8.2.2 **Transfer of Property Act :** All obligations and duties of Vendor and Purchasers and Confirming Parties as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Property has been handed over by the vendor to the purchasers, which the purchasers admit, acknowledge and accept.
- 8.4 **Outgoings :** All statutory revenue, cess, taxes, surcharge, outgoing 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 indemnifies and agrees to keep the purchasers fully and comprehensively saved, harmless and indemnified.

- 8.5 **Holding Possession** : The Vendor and the Confirming Party hereby covenant that the purchasers and its director, executors, administrators, 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 purchasers, 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 **Indemnity** : The Vendor and the Confirming Party hereby covenant that the vendor and the confirming party or any person claiming under it in law, trust and equity shall, at all times hereafter, indemnify and keep indemnified the purchasers and its director, executors, administrators, representatives and assigns and / or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the purchasers and its director, executors, administrators, representatives and assigns and / or its successors-in-interest by reason of any defect in title of the vendor and the confirming party or any of the representations being found to be untrue.
- 8.7 **No Objection to Mutation** : The vendor and the confirming party declare that the purchasers 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 purchasers in all respect to cause mutation of the Said Property in the name of the purchasers and in this regard shall sign all documents and papers as required by the purchasers.

8.8 **Further Acts :** The vendor and the confirming party hereby covenant that the vendors 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 purchasers 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.

8.9 **Share of Purchasers in the Said Property/Second Schedule Property :** In accordance with the investment, the purchasers will get share in the Second Schedule Property equally.

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

ALL THAT piece and parcel of total aggregated Sali land measuring 203 Cottahs 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 Passage.
- ON THE WEST : 211 Bus Route.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

[SUBJECT MATTER OF SALE]

ALL THAT piece and parcel of Sali land measuring 6 (Six) Cottah 2 (Two) Chittack 12 (Twelve) sq.ft. be the same a little more or less being part of the aforesaid land morefully described in the First Schedule hereinabove 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, L.R. Khatian No. 1651, 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.

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





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

Endorsement For Deed Number : 1 - 06929 of 2010
(Serial No. 06847 of 2010)

On 02/07/2010
Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)
Presented for registration at 18.20 hrs on :02/07/2010, at the Private residence by Lalit Kr Giria , one of the Claimants.

Admission of Execution(Under Section 58, W.B.Registration Rules, 1962)
Execution is admitted on 02/07/2010 by

1. Pramod Jain, son of Madan Lal Saraogi (Jain) , P -15 Kalakar St, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700007 , By Caste Hindu, By Profession : Business
 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. Romit R Shamsukha
Director, Digvijay Vintrade Pvt Ltd, 99 A Park St, 5th Fl, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700016 , By Profession : Others
 4. Lalit Kr Giria
Authorised Signatory, Narayani Dealtrade Pvt Ltd, 99 A Park St, 5th Floor, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700016 , By Profession : Others
- Identified By Sk Mohin Uddin Ahmed, son of Sk Md Ali, Bishrupur, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 06/07/2010
Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

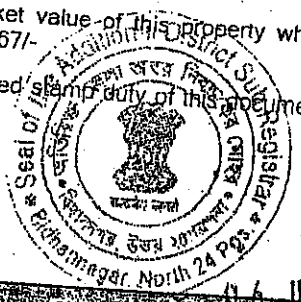
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899.

Payment of Fees:
Fee Paid in rupees under article : A(1) = 87824/- , E = 14/- on 06/07/2010

Certificate of Market Value(WB PUVT rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-7984167/-

Certified that the required stamp duty of this document is Rs.- 558912 /- and the Stamp duty paid as: Impresive Rs.- 1000/-



(Signature)
Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
(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 : | - 06929 of 2010
(Serial No. 06847 of 2010)

Deficit stamp duty

Deficit stamp duty

1. Rs. 278971/- is paid 84523102/07/2010 State Bank of India, PARK STREET, received on 06/07/2010
2. Rs. 278971/- is paid 84523202/07/2010 State Bank of India, PARK STREET, received on 06/07/2010

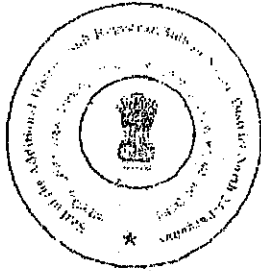
(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR



Add. 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 12
Page from 2545 to 2568
being No 06929 for the year 2010.



(Rajendra Prasad Upadhyay) 07 July 2010
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal

