

07513

9-07615



पश्चिमबंग पश्चिम बंगाल WEST BENGAL

C 578791

Handwritten signature and date: 10.4.10

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

Handwritten signature of Addl District Sub-Registrar Bidhan Nagar (Salt Lake City) dated 26 JUL 2010.

DEED OF CONVEYANCE

1. Date : 23rd July 2010
2. Place : Kolkata
3. Parties :
 - 3.1 MUNIA DEVI KHAITAN
[PAN NO. AFSPK4168G], wife of Loknath Khaitan, by faith -

ক্রমের নাম
সাং
স্টাম্প ভেডার স্বাক্ষর
বিধান নগর (সল্টলেক সিটি) এ. ডি. এস. আর. ও
মোট স্টাম্প ফের আং
গালান নং

ANAKI CHATTOPADHYA
Advocate
Judge's Court, Bishnupur.

টেক্সটাইল বারাকপুর ভেডার মিতা দত্ত

14.07.2010

814000

Kailash Chand Sanyal



V.C.

4967

Kailash Chand Sanyal



V.C.

4973

Munshi TK



V.C.

4977

Sanyal Sanyal

SM Mohindem Aund
870 SR Md. Au
AF Bishnupur
Bishnupur



Addl. District Sub-Registrar
Bishnupur (Salt Lake City)

23 JUL 2010

Hindu, by occupation - House wife, by nationality - Indian, residing at 84/SD, Block-E, New Alipore, Kolkata.

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 her heirs, administrators, executors, legal representatives, nominees and assigns) of the FIRST PART.

AND

- 3.2 M/S. COMBINED TRADECOMM PVT. LTD. [PAN NO. AA ECC0319B], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 2A, Victoria Terrace, 4th Floor, Kolkata - 700 017, represented by its Director, **Kailash Chand Saraogi**, son of Mohan Lal 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
Bidhanagar (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 director 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 are 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 **0 (Zero) Cottah 4 (Four) Chittacks 27 (Twenty Seven) 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. 1646, 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).**

Contd.....A

Handwritten scribbles and faint marks at the top of the page.



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

23 JUL 2010

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.

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

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 private 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 Niharendu Manna & 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

101



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

23 JUL 2010

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 Niharendu 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. 1, Volume No. 107, Pages 96 to 105, being Deed No. 7430 for the year 1965.

5.1.4 **Share of Niharendu Manna 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 Niharendu Manna became the owner of 9 (Nine) Cottahs 14 (Fourteen) Chittacks 27 (Twenty Seven) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 2 (Two) Cottahs 3 (Three) Chittacks 40 (Forty) sq.ft. being undivided share of the said private passage, **in total land measuring 12 (Twelve) Cottahs 2 (Two) Chittacks 22 (Twenty Two) sq.ft. more or less.**

5.1.5 **Sale by Niharendu Manna to Munia Devi Khaitan and Harshita Chhawchharia :** The said Niharendu Manna sold, transferred and conveyed 2 (Two) Cottahs 9 (Nine) Chittacks 40 (Forty) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 9 (Nine) Chittacks 21 (Twenty One) sq.ft. being undivided share of the said private passage, **in total land measuring 3 (Three) Cottahs 3 (Three) Chittacks 16 (Sixteen) sq.ft.** out of his possession, to one **Munia Devi Khaitan,**

and also 3 (Three) Cottahs 4 (Four) Chittacks 26 (Twenty Six) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero)



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

23 JUL 2010

Cottah 11 (Eleven) Chittacks 40 (Forty) sq.ft. being undivided share of the said private passage, **in total land measuring 4 (Four) Cottahs 0 (Zero) Chittacks 21 (Twenty One) sq.ft.** out of his possession to one **Harshita Chhawchharia,**

by the strength of a Registered Deed of Conveyance, registered on 30.06.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I. Volume No. 71, Pages 288 to 310, being Deed No. 01191 for the year 2004.

- 5.1.6 **Share of Satish Chandra Sarkar 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 Satish Chandra Sarkar became the owner of 1 (One) Cottah 11 (Eleven) Chittacks 36 (Thirty Six) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 6 (Six) Chittacks 13 (Thirteen) sq.ft. being undivided share of the said private passage, **in total land measuring 2 (Two) Cottahs 2 (Two) Chittacks 4 (Four) sq.ft. more or less.**
- 5.1.7 **Share of Kanika Majumder 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 Majumder 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 0 (Zero) Cottah 2 (Two) Chittacks 36 (Thirty Six) sq.ft. being undivided share of the said private passage, **in total land measuring 0 (Zero) Cottah 15 (Fifteen) Chittacks 7 (Seven) sq.ft. more or less.**
- 5.1.8 **Demise of Satish Chandra Sarkar :** The said Satish Chandra Sarkar died intestate on 17.08.2000, leaving behind his only son namely Sunil Kumar Sarkar and only daughter as his heirs and legal representatives.



Add. District Sub-Registrar
Bidhanagar (Salt Lake City)

23 JUL 2010

Subsequently the said said of the said Satish Chandra Sarkar, since deceased also died in unmarried condition.

5.1.9 **Joint Sale by Sunil Kumar Sarkar and Kanika Majumder to the present owner, Munia Devi Khaitan :** The said **Sunil Kumar Sarkar** sold, transferred and conveyed the aforesaid 1 (One) Cottah 11 (Eleven) Chittacks 36 (Thirty Six) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 6 (Six) Chittacks 13 (Thirteen) sq.ft. being undivided share of the said private passage, **in total land measuring 2 (Two) Cottahs 2 (Two) Chittacks 4 (Four) sq.ft. more or less,** and the said **Kanika Majumder** sold, transferred and conveyed the aforesaid 0 (Zero) Cottah 12 (Twelve) Chittacks 16 (Sixteen) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 2 (Two) Chittacks 36 (Thirty Six) sq.ft. being undivided share of the said private passage, **in total land measuring 0 (Zero) Cottah 15 (Fifteen) Chittacks 7 (Seven) sq.ft. more or less,**

aggregating in total measuring **3 (Three) Cottahs 1 (One) Chittacks 11 (Eleven) sq.ft. more or less,** in 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 the present owner, Munia Devi Khaitan, 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 43 to 62, being Deed No. 03334 for the year 2004.

5.1.10 **Record in L.R. Settlement :** After purchasing the same, the said Munia Devi Khaitan recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1646 in respect of 11 decimals of land (having share 0.0327 out of 339 decimals of land in R.S./L.R. Dag No. 140).



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

23 JUL 2010

- 5.1.11 **Absolute Ownership of Munia Devi Khaitan** : Thus the said Munia Devi Khaitan on the basis of the aforesaid Deeds bearing Nos. 01191 for the year 2004, and 03334 for the year 2004, became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 4 (Four) Chittacks 27 (Twenty Seven) 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, L.R. Khatian No. 1546**, 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 [**SAID PROPERTY**].
- 5.1.12 **Desire of Sale by Munia Devi Khaitan to the present Purchaser** : The said Munia Devi Khaitan decides to sell the **ALL THAT** piece and parcel of total aggregated Sali land measuring **0 (Zero) Cottah 4 (Four) Chittacks 27 (Twenty Seven) sq.ft. be the same a little more or less** out of **6 (Six) Cottahs 4 (Four) Chittacks 27 (Twenty Seven) sq.ft. 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, L.R. Khatian No. 1546**, 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, to the present Purchaser, at a total consideration of **Rs. 3,33,048.00 (Rupees Three Lakhs Thirty Three Thousand Forty Eight) only**. Out of which Rs. 2,46,798.00 (Rupees Two



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

23 JUL 2010

Lakhs Forty Six Thousand Seven Hundred Ninety Eight) only will be paid to the owner, Munia Devi Khaitan and Rs. 86,250.00 (Rupees Eighty Six Thousand Two Hundred Fifty) only will be paid to the Confirming Party, M/s. Moonstone Enterprise Pvt. Ltd.

- 5.1.13 **Acceptance by Purchaser** : The Purchaser herein have accepted the aforesaid proposal and agreed to purchase the **SAID PROPERTY** at an agreed consideration of **Rs. 3,33,048.00 (Rupees Three Lakhs Thirty Three Thousand Forty Eight) only.**
- 5.1.14 **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.
- 5.1.15 **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 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.



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

23 JUL 2010

- 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 whatsoever 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, 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.

12/12/10



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

23 JUL 2010

- 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 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. 86,250/-** 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 its right, title, privileges and interest of whatsoever or howsoever nature in the **SAID PROPERTY**



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

23 JUL 2010

morefully describeed in the Second Schedule hereinafter written, free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispensens, 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 sum of **Rs. 3,33,048.00 (Rupees Three Lakhs Thirty Three Thousand Forty Eight)** 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 :
- 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 :



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

23 JUL 2010

- 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.
- 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 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,



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

23 JUL 2010

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 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 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.



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 0 (Zero) Cottah 4 (Four) Chittacks 27 (Twenty Seven) 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. 1646, 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.....17



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. Sh Mohindeli Ahmed,
of Bishnupur

M-12 13

Munia Devi Khaitan

Owner / Vendor

2.

B. U. O. A. L.

RD-21 Rasipurath Pura
KOL-59

Drafted By :

A. Chattopadhyay

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.

Kailash Chand Sarangi

Kailash Chand Sarangi

Director of

M/s. Combined Tradecomm Pvt. Ltd.

Purchaser

Sanjay Saraf

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



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

23 JUL 2010

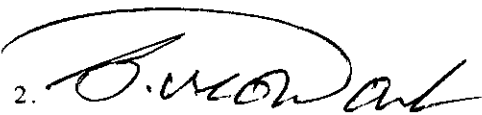
MEMO OF CONSIDERATION

Received Rs. 2,46,798.00 (Rupees Two Lakhs Forty Six Thousand Seven 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.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Issued By</u>	<u>Amount</u>
662330	23-7-2010	HDFC Bank		2,46,798/-

Witnesses :-

1. SK Mahindran Ahmed.

2. 



Munia Devi Khaitan

Owner / Vendor



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

23 JUL 2010

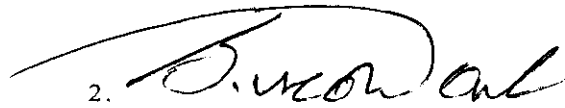
Received Rs. 86,250.00 (Rupees Eighty Six Thousand Two Hundred Fifty) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Issued By</u>	<u>Amount</u>
662329	23-7-2019	HDFC Bank		86,250/-



Witnesses :-

1. 

2. 

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 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 BAGUIATLA, 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.

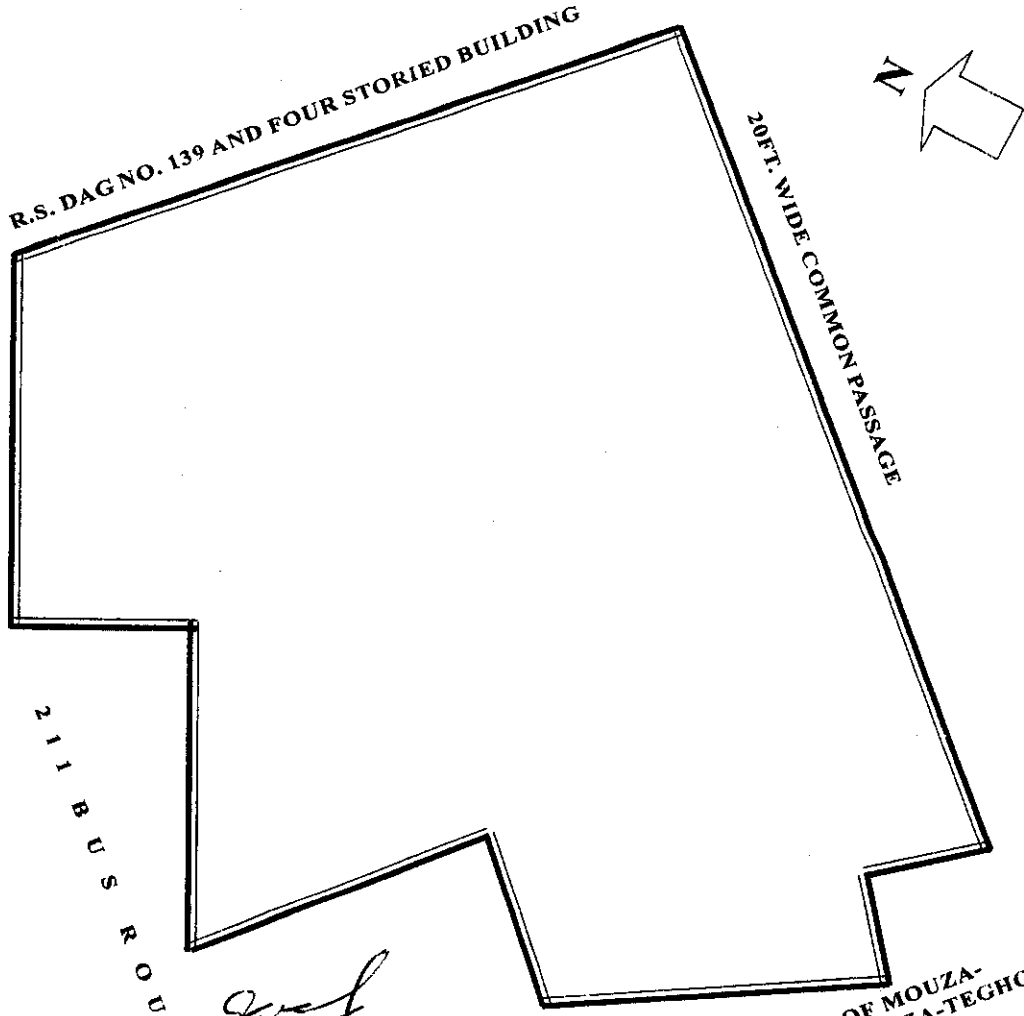
SOLD AREA : 0 COTTAH 4 CHITTACKS 27 SQ.FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1646 LYING AND SITUATED AT MOUZA-ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND.

VENDOR : MUNIA DEVI KHAITAN
PURCHASER : M/S. COMBINDE TRADECOMM PVT. LTD.
CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER



NOT IN SCALE
DRAWN BY:
PARESH SWARNAKAR

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

Sanjay Singh

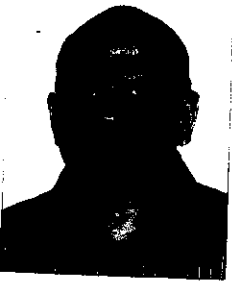












Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)

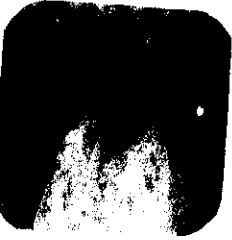



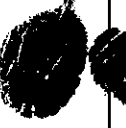






23 JUL 2010

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

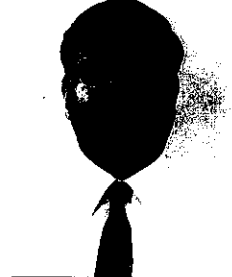



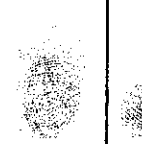






UNDER RULE 44A OF THE I.R. ACT 1908
N.B.- L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

	LH.					
	RH.					

Karishk Chand Sarvag
ATTESTED :- *Karishk Chand Sarvag*

	LH.					
	RH.					

Mr. Dilip
ATTESTED :-

	LH.					
	RH.					

Sanjay Singh
ATTESTED :-

	LH.					
	RH.					

ATTESTED :-

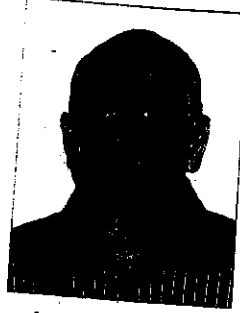


Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)

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.



Karish Choud Sarog

ATTESTED :- *Karish Choud Sarog*



LH.



RH.



Mr Dil

ATTESTED :-



LH.



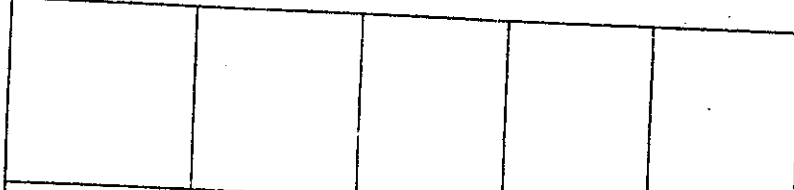
RH.



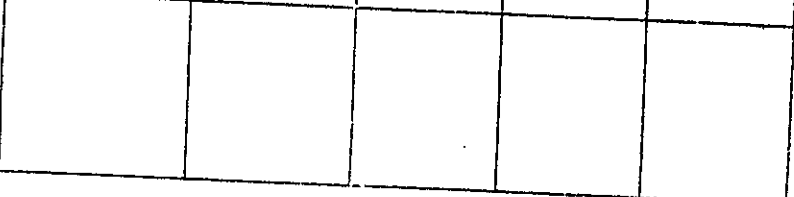
Karish Choud Sarog

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 - 07615 of 2010
(Serial No. 07513 of 2010)

On 23/07/2010

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

Presented for registration at 22.45 hrs on :23/07/2010, at the Private residence by Kailash Chand Saraogi ,Claimant.

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

Execution is admitted on 23/07/2010 by

1. Munia Devi Khaitan, wife of Loknath Khaitan , 84/ S D Block E New Alipore, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : House wife
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. Kailash Chand Saraogi
Director, M /s Combined Tradecomm Pvt Ltd, 2 A Victoria Terrace 4th Fl, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700017 .
, 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) = 3663/- ,E = 14/- on 26/07/2010

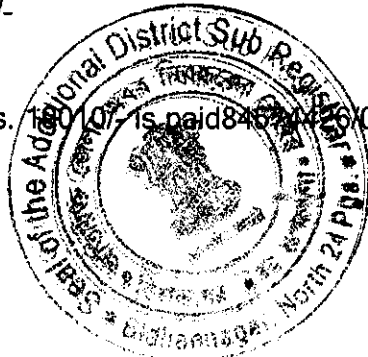
Certificate of Market Value(WB PUVI rules of 2001)


Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-333048/-

Certified that the required stamp duty of this document is Rs.- 20003 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 10010/- is paid 84674426/07/2010 State Bank of India, PARK STREET, received on 26/07/2010




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



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

Endorsement For Deed Number : I - 07615 of 2010
(Serial No. 07513 of 2010)

(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Signature)
Addl. District Sub-Registrar
North 24 Parganas, West Bengal

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 970 to 994
being No 07615 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

Munia Devi Khaitan

Owner / Vendor

M/s. Combined Tradecomm Pvt. Ltd.

Purchaser

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

Drafted By

Piaki Chattopadhyay & Associates

Solicitor & Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 059

Ph : 2570 8471

Composed By

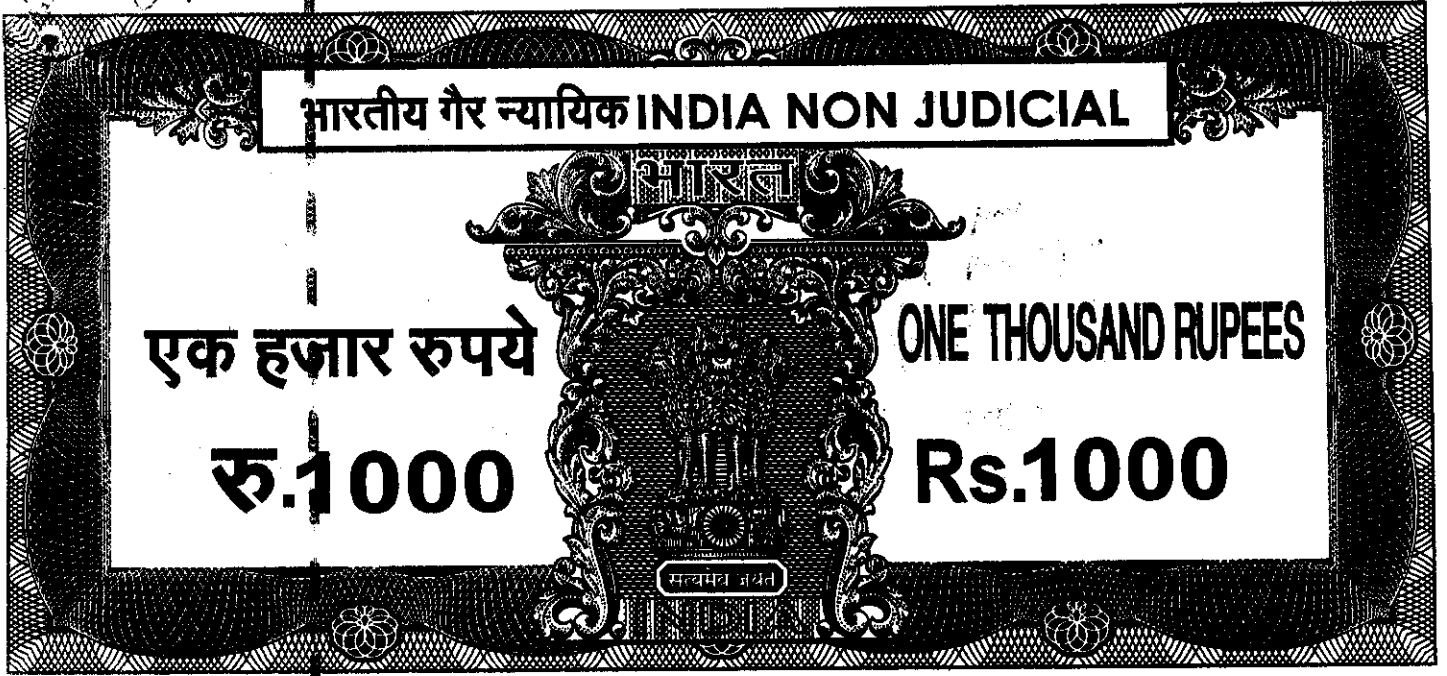
Paresh Swarnakar

14/B, Jessore Road

Kolkata - 700 028

07512

1-07612



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

C 578453

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

23/07/2010
Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)

23 JUL 2010

DEED OF CONVEYANCE

1. Date: 23rd July 2010

2. Place : Kolkata

3. Parties :

3.1 SAROJ DEVI NEWATIA [PAN NO. ADBPN2814P], wife of Rajendra Newatia, by faith -

Contd.....2

নং ১৭৭৪ জং ১১/৩/১০ ১০০০৬

ক্রেতার নাম _____
সং _____
স্থান ভেদার স্বাক্ষর _____
বিধান নগর (সল্টলেক সিটি) এ ডি. এস. আর. ও
মিটি স্ট্যান্ড জর্য ডা _____
শান নং _____ মোট কত টাকা খরিস _____

MINAKI CHATTOPADHYAY
Additional
Judge's Court

02 JUL 2010

300000

সি.আর. বারাকপুর ভেদার মিতা দত্ত

Neimat Chad Suwar



V.S
4963

Neimat Chad Suwar



V.S
4964

- Saroj Devi Newatia



V.S
4977

Sanjay Senaf



V.S
4972

SM Mohindolai Alannect,
810 SM Md. Ali
of Bishnupur, PS Rajshahat
24 P.S (N)
Bursim



Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

Hindu, by nationality - Indian, by occupation - House wife, residing at Flat No. 310, Doveland Court, Premises No. 29/13, Ballygunj Park, Kolkata - 700 019.

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 her heirs, executors, administrators, legal, representatives, nominees and assigns) of the **FIRST PART**.

AND

- 3.2 **M/S. IMAGINE DEALCOM PVT. LTD. [PAN NO. AACCI3341KI]**, 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, **Nirmal Chand Surana**, son of Chand Ratan Surana.

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 their respective successor in office, office bearers, executors, administrators, legal, representatives, nominees and assigns) of the **SECOND PART**.

AND

- 3.3 (i) **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.

Contd.....3



Addi ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

- (ii) **VINITA SARAF [PAN NO. ALGPS0345B]**, wife of Sanjay Saraf, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 5, Kabir Road, P.S. Tollygunge, Kolkata - 700 026.

Both hereinafter jointly and collectively called and referred to as the **"CONFIRMING PARTIES"** (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor in office, office bearers, and her heirs, 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 **5 (Five) Cottahs 12 (Twelve) Chittacks 1 (One) 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. 1675**, 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 morefully 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**).

Contd.....A



Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

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.

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 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 Mamata Ray :** 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



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

and conveyed Plot No. 10, consisting land measuring 7 (Seven) Cottahs more or less together with proportionate share of private passage measuring 1 (One) Cottah 9 (Nine) Chittacks 23 (Twenty Three) sq.ft. more or less, **in total land measuring 8 (Eight) Cottahs 9 (Nine) Chittacks 23 (Twenty Three) 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, to one Mamata Ray, wife of Dr. Tridibesh Roy, 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. 108, Pages 64 to 70, being Deed No. 7417 for the year 1965.

5.1.4 **Gift by Mamata Ray to Sibasis Ray:** The said Mamata Ray gifted, transferred and conveyed the aforesaid land measuring **8 (Eight) Cottahs 9 (Nine) Chittacks 23 (Twenty Three) sq.ft. more or less**, being Plot No. 10, 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, in favour of her son Sibasis Ray, son of Dr. Tridibesh Roy, by the strength of a registered Deed of Gift, registered on 19.11.2004, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 479, Pages 30 to 43, being Deed No. 8075 for the year 2004.

5.1.5 **Sale by Sibasis Ray to the present owner, Saroj Devi Newatia :** The said Sibasis Ray out of his possession sold, transferred and conveyed 4 (Four) Cottahs 10 (Ten) Chittacks 43 (Forty Three) sq.ft. more or less together with proportionate share of private passage measuring 1 (One) Cottah 1 (One) Chittack 3 (Three) sq.ft. more or less **in total land measuring 5 (Five) Cottahs 12 (Twelve) Chittacks 1 (One) sq.ft. more or less**, out of his possession, lying and situated at **Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S.**



Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

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, to the present owner, Saroj Devi Newatia, by the strength of a Registered Deed of Conveyance, registered on 02.08.2006, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No.I, Volume No. 571, Pages 269 to 283, being Deed No. 09467 for the year 2006.

- 5.1.6 **Record in L.R. Settlement** : After purchasing the same, the said Saroj Devi Newatia recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1675 in respect of 10 decimals of land (having share 0.0295 out of 339 decimals of land in R.S./L.R. Dag No. 140).
- 5.1.7 **Absolute Ownership of Saroj Devi Newatia** : Thus on the basis of the aoresaid deed, the said **Saroj Devi Newatia** became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring **5 (Five) Cottahs 12 (Twelve) Chittacks 1 (One) 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. 1675**, 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 hereinafter written, being part of the land morefully described in the First Schedule hereinafter written [**SAID PROPERTY**].
- 5.1.8 **Desire of Sale by Saroj Devi Newatia to the present Purchaser** : The said Saroj Devi Newatia decides to sell the **SAID PROPERTY** to the present Purchaser, at a total consideration of **Rs. 89,76,806.00 (Rupees Eighty Nine Lakhs Seventy Six Thousand Eight Hundred Six) only**. Out of which Rs. 57,51,389.00 (Rupees Fifty Seven Lakhs Fifty One Thousand Three Hundred Eighty Nine) only will be paid to the owner, Saroj Devi



Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

Newatia, and Rs. 17,25,417.00 (Rupees Seventeen Lakhs Twenty Five Thousand Four Hundred Seventeen) only will be paid to the Confirming Party, M/s. Moonstone Enterprise Pvt. Ltd., and Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only will be paid to the Confirming Party, Vinita Saraf. The total land is described in the First Schedule and Said Property/Sold Property is morefully described in the Second Schedule hereunder written.

- 5.1.9 **Acceptance by Purchaser :** The Purchaser herein have accepted the aforesaid proposal and agreed to purchase the **SAID PROPERTY** at an agreed consideration of **Rs. 89,76,806.00 (Rupees Eighty Nine Lakhs Seventy Six Thousand Eight Hundred Six) only.**
- 5.1.10 **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.
- 5.1.11 **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 by any scheme of the Municipal Authority or Government or any Statutory Body.



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

8

- 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, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions,

Contd.....9



Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

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 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 ^{(i) and the Confirming Party (ii) being the Agreement Holder} being the Developer of the entire project comprising and consisting of Schedule A land incurred financial expenses by dint of which, ^{they} ~~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 1725417 and} Rs. 15,00,000.00 (Rupees Fifteen Lakhs) ^{respectively are being} only ~~is~~ paid by the Purchaser to the Confirming Party, and in lieu of such the Confirming Party ^{ies} unqualifiedly surrenders, relinquishes, discharges all its right, title, interest and privileges over, on and in respect of the Schedule B Land.



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

7. **Transfer :**

7.1 **Hereby Made :** The Vendor and the Confirming Parties 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, lispensens, 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. 89,76,806.00 (Rupees Eighty Nine Lakhs Seventy Six Thousand Eight Hundred Six)** only paid by the Purchaser to the Vendor and the Confirming Parties, receipt of which the Vendor and the Confirming Parties hereby and by the Memo and Receipt hereunder written unqualifiedly 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.

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.

Contd.....11



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

- 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 Parties 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 admits, acknowledges and accepts.
- 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 Parties 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,



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

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 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 Parties 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 Parties undertake to cooperate 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 Parties hereby covenant that the vendor or any person claiming under her, 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.



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

13

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.....14



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 5 (Five) Cottahs 12 (Twelve) Chittacks 1 (One) 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. 1675, 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 aforesaid land morefully 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. M Mohiuddin Ahmed.
Of Biswanagar, PS-Rajabhat
29 PS (A)

Saroj Devi Newatia

Saroj Devi Newatia

Owner / Vendor

2. *[Signature]*

RD-21-Rajabhat
KOL 59 *[Signature]*

Nirmal Chand Surana

Director of

M/s. Imagine Dealcom Pvt. Ltd.

Purchaser

Drafted By :

[Signature]
For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph. : 2570 8471.

[Signature]
Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Composed By :

[Signature]
Pareesh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.

[Signature]
Vinita Saraf

Vinita Saraf

Confirming Parties



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

MEMO OF CONSIDERATION

Received Rs. 57,51,389.00 (Rupees Fifty Seven Lakhs Fifty One Thousand Three Hundred Eighty Nine) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named purchaser.

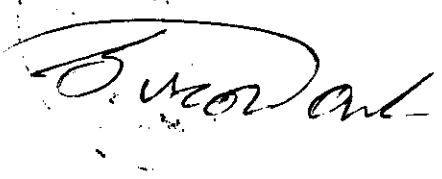
cheque No. 649079 drawn on HDFC Bank dated. 23-7-2010

Rs. 57.51.389/-

Witnesses :-

1. Sh. Mohiuddin Ahmed

2.



Saraj Devi Newatia
Saroj Devi Newatia

Owner / Vendor

Contd.....17



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

Received Rs. 17,25,417.00 (Rupees Seventeen Lakhs Twenty Five Thousand Four Hundred Seventeen) 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 - 649080 drawn on HDFC Bank dated 23-7-2010

Rs. 17.25 417/-

Witnesses :-

1. M Mohinuddin Ahmed

2. B. Mohan



Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

Received Rs. 15,00,000.00 (Rupees Fifteen 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.

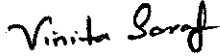
Cheque No.- 649081 drawn on HDFC Bank dated 23-7-2010

Rs. 15,00,000/-

Witnesses :-

1. SK Mohiuddin Ahmed,

2. 



Vinita Saraf

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.

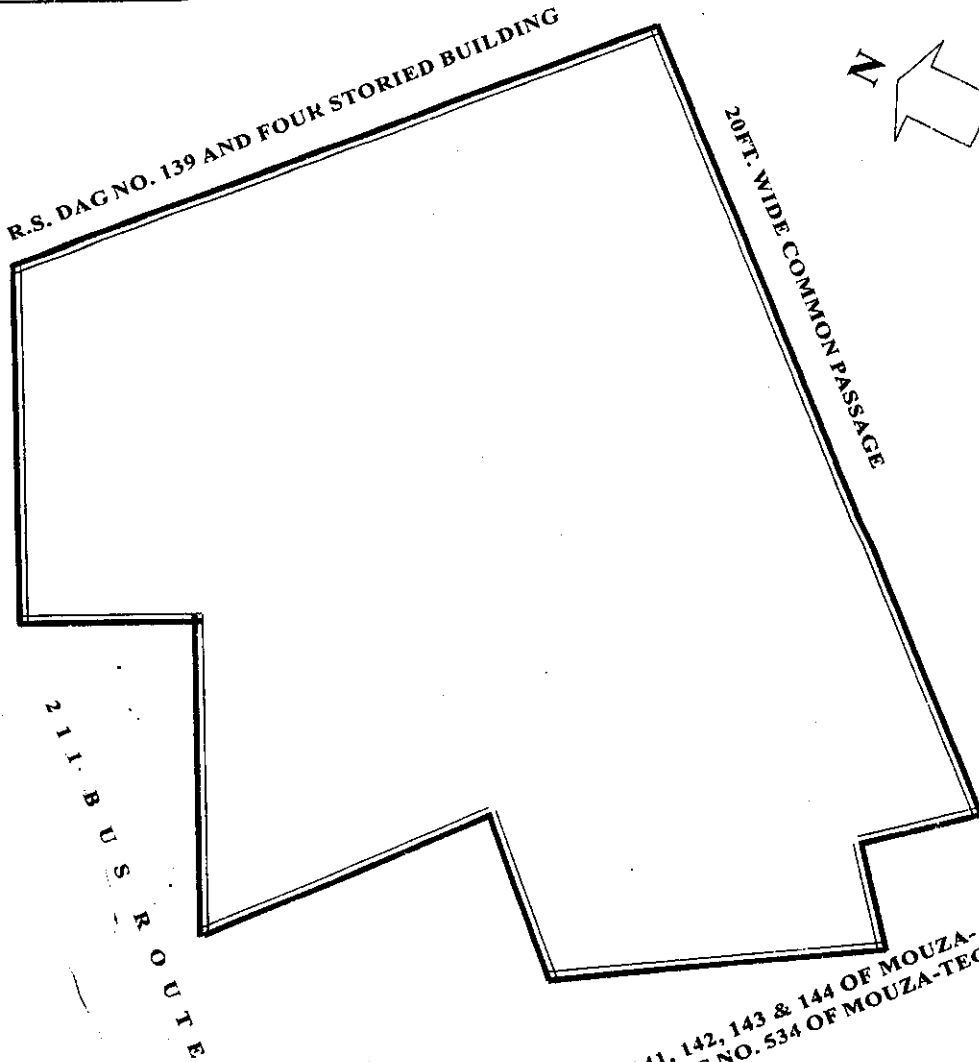
SOLD AREA : 5 COTTAHS 12 CHITTACKS 1 SQ.FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1675 LYING AND SITUATED AT MOUZA-ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND.

VENDOR : SAROJ DEVI NEWATIA
PURCHASERS : M/S. IMAGINE DEALCOM PVT. LTD.
CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.

Saroj Devi Newatia
SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

Nirmit Chandra Senapati
SIGNATURE OF PURCHASER



NOT IN SCALE
DRAWN BY:
PARESH SWARNAKAR

Vinita Banerjee
Vinita Banerjee










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.					

ATTESTED :- *Mahesh Choudhary*

	LH.					
	RH.					












Saroj Devi Newatia

ATTESTED :-

	LH.					
	RH.					

Saraj Saraf

ATTESTED :- *Saraj Saraf*

	LH.					
	RH.					










ATTESTED :- *Vinita Saraf*





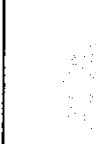



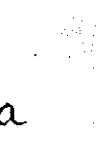
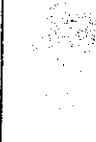



Addl ~~District~~ Sub-Registrar
Bidhan Nagar (Salt Lake City)
23 JUL 2010

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



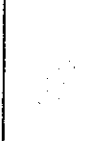


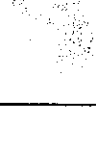





	LH.					
	RH.					

ATTESTED :- *Manoj Choudhary*












	LH.					
	RH.					

Saroj Devi Newatia

ATTESTED :-

	LH.					
	RH.					

ATTESTED :- *Saroj Saraf*

	LH.					
	RH.					

ATTESTED :- Vinita Saraf



Addl ~~District~~ Sub-Registrar
Bighan 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 - 07612 of 2010
(Serial No. 07512 of 2010)

On 23/07/2010

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

Presented for registration at 22.40 hrs on :23/07/2010, at the Private residence by Nirmal Chand Surana ,Claimant.

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

Execution is admitted on 23/07/2010 by

1. Saroj Devi Newatia, wife of Rajendra Newatia , Flat No:310 Doveland Court, 29/13 Ballygunj Park, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : House wife
 2. Sanjay Saraf
Director, M/s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, Kolkata, Thana:-Tollygunge, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700026 .
, By Profession : Business
 3. Vinita Saraf, wife of Sanjay Saraf , Flat No:310 Doveland Court, 29/13 Ballygunj Park, Kolkata. District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700019 , By Caste Hindu, By Profession : Business
 4. Nirmal Chand Surana
Director, M/s Imagine Dealcom Pvt Ltd, 99 A Park St ,5th Fl, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700016 .
, By Profession : Business
- 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.

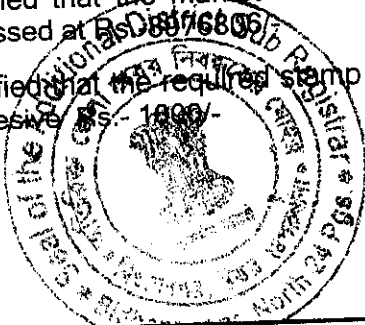
Payment of Fees:

Fee Paid in rupees under article : A(1) = 98736/- ,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. 628396/-

Certified that the required stamp duty of this document is Rs.- 628396 /- 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

26/07/2010 17:06:00

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 - 07612 of 2010
(Serial No. 07512 of 2010)

Deficit stamp duty

Deficit stamp duty Rs. 627400/- is paid 84567023/07/2010 State Bank of India, PARK STREET, received on 26/07/2010

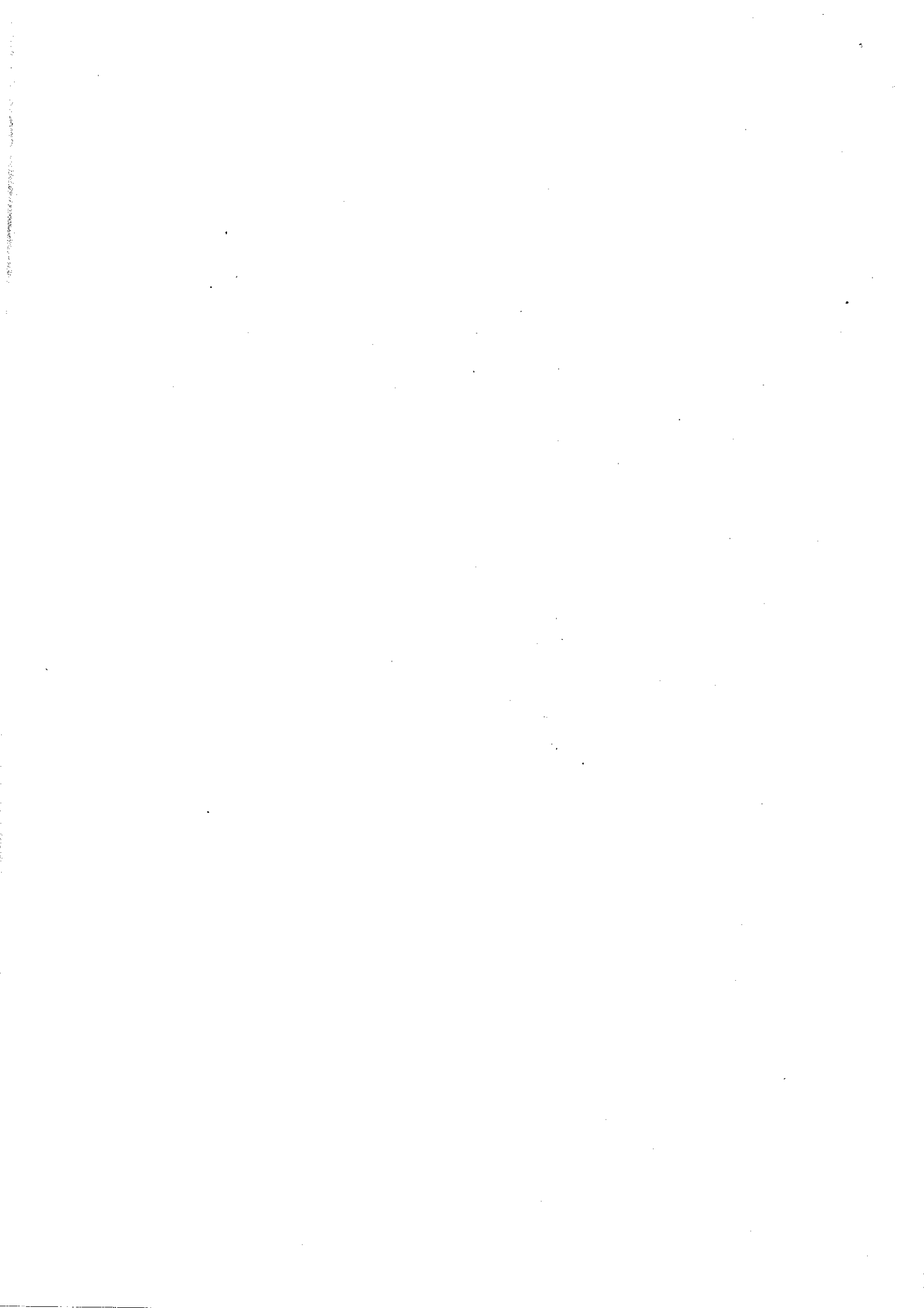
(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR

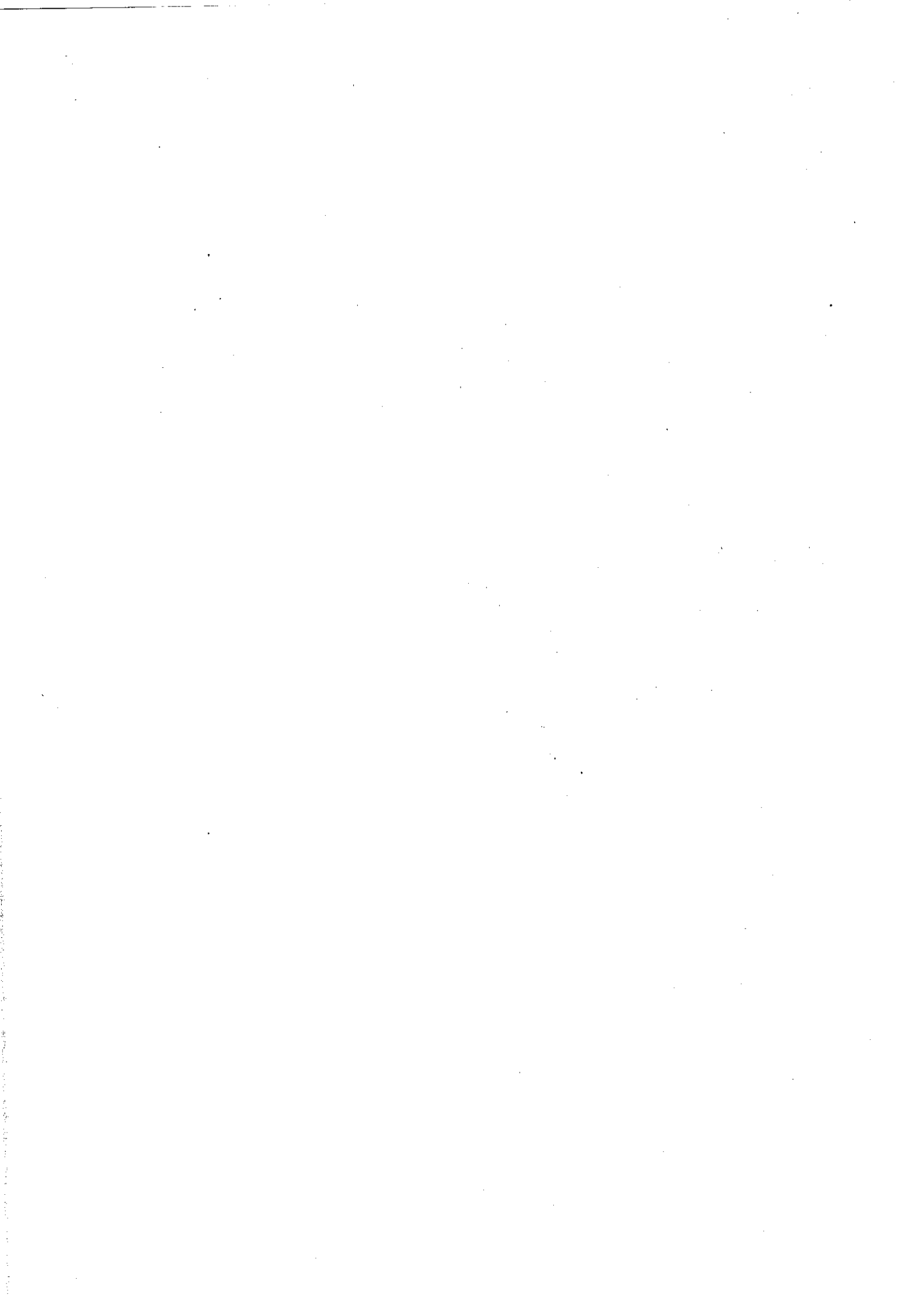


(Signature)
Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)

26 JUL 2010

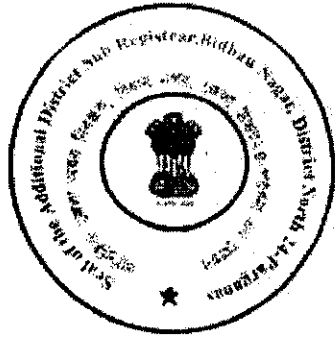
(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR






Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 896 to 919
being No 07612 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

Saroj Devi Newatia
Owner / Vendor

M/s. Imagine Dealcom Pvt. Ltd.
Purchaser

M/s. Moonstone Enterprise Pvt. Ltd.
Vinita Saraf
Confirming Parties

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

13260

3 = 12A01



21.10.11
210
पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 408936

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

DEED OF CONVEYANCE

[Signature]
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

1 NOV 2011

Visit Enc...
4478/2011

1. Date : 31st day of October 2011
2. Place : Kolkata
3. Parties :
- 3.1 YASHVARDHAN SARAF
[PAN NO. BZAPS5667M]
son of Sanjay Saraf, by faith -

26 SEP 2011
তার 26 SEP 2011

নং 421
ক্রেতার নাম
সকিন
PINAKI CHATTOPADHYAY
Advocate
Judge's Court, Barasat

মূল্য 100/-
ভেজারের নাম
শ্রীজারী অফিস বারাসাত
শ্রীজারী মূল্য
তারিখ

Rs 25000

হবিড়া এ.ডি.এস.আর অফিস, জেলা-উত্তর ২৪ পরগনা
ভেজারের নাম স্বপ্না ঘোষ

7 SEP 2011

Hoshain



v.e.g
8669

Himachal Vintrada Pvt. Ltd.
Hoshain
Director



v.e.g
8679



v.e.g
8680

Handwritten signature



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

SR Mohiuddin Ahmed
No SR Md. Ali
H. Bishnupur, Rajshahi
24 PSS (N)
Bussid

31 OCT 2011

Hindu, by occupation - Student, by nationality - Indian, residing at 5, Kabir Road, Kolkata - 700 026, West Bengal.

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 his heirs, administrators, executors, legal representatives, nominees and assigns) of the FIRST PART.

AND

3.2 HIMACHAL VINTRADE PVT. LTD. [PAN NO. AACCH5366HI], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 62, Nalini Sett Road, Kolkata - 700 007, West Bengal, represented by its Director, **HARSH KUMAR JAIN**, son of Mahendra Kumar Pandya.

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/their 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, West Bengal, represented by its Director, **SANJAY SARAF**, son of Late Radheshyam Saraf.



Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

31 OCT 2011

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**.

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 Sali land measuring **6 (Six) Cottahs be the same a little more or less** being undivided part of the land as described in the First & Second 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, L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), 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 Third 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.



Addl. District Sub-Registrar
Bihannagar, (Salt Lake City)

31 OCT 2011

- 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. The total land is morefully described in the First Schedule hereunder written.
- 5.1.3 **Purchase by Vijaylaxmi Jhunjhunwalla (nee Saraf) from Nilima Roy (nee Mondal)** : One Vijaylaxmi Jhunjhunwalla (nee Saraf) purchased a plot, being Plot No. 14, consisting 3 (Three) Cottahs 0 (Zero) Chittack 24 (Twenty Four) sq.ft. more or less together with proportionate undivided share of passage measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 3 (Three) sq.ft. more or less, and also another plot, being Plot Nos. 13 & 29, consisting 0 (Zero) Cottah 6 (Six) Chittacks 8 (Eight) sq.ft. together with proportionate undivided share of passage measuring 0 (Zero) Cottah 1 (One) Chittack 18 (Eighteen) sq.ft. more or less in total 4 (Four) Cottahs 3 (Three) Chittacks 8 (Eight) sq.ft. more or less comprised in portion of R.S. Dag No. 140, under C.S.



Addl. District Sub-Registrar
Bihannagar. (Salt Lake City)

31 OCT 2011

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, from one Nilima Roy (nee Mondal), 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. 463, Pages 197 to 219, being Deed No. 08217 for the year 2003.

- 5.1.4 **Again Purchase by Vijaylaxmi Jhunhunwalla (nee Saraf) from Subhas Chandra Paul & Others :** The Vijaylaxmi Jhunhunwalla (nee Saraf) again purchased a plot, being Plot No. 23, consisting 1 (One) Cottah 0 (Zero) Chittack 41 (Forty One) sq.ft. more or less and also another plot, being Plot Nos. 13 & 29, consisting 0 (Zero) Cottah 2 (Two) Chittacks 8 (Eight) sq.ft. together with proportionate undivided share of passage measuring 0 (Zero) Cottah 4 (Four) Chittacks 16 (Sixteen) sq.ft. more or less **in total 1 (One) Cottah 7 (Seven) Chittacks 20 (Twenty) sq.ft. more or less** comprised 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, from one Subhas Chandra Paul & Others, 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.

- 5.1.5 **Again Purchase by Vijaylaxmi Jhunhunwalla (nee Saraf) from Ramendra Kumar Bhattacharjee :** The Vijaylaxmi Jhunhunwalla (nee Saraf) again purchased a plot, being Plot Nos. 13 & 29, consisting 1 (One) Cottah 0 (Zero) Chittack 22 (Twenty Two) sq.ft. together with proportionate undivided share of passage measuring 0 (Zero) Cottah 3 (Three) Chittacks 33 (Thirty Three) sq.ft. more or less **in total 1 (One) Cottah 4 (Four) Chittacks 10 (Ten) sq.ft. more or less** comprised 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.



Addl. District Sub-Registrar
Bihannagar, (Salt Lake City)

31 OCT 2011

Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, from one Ramendra Kumar Bhattacharjee, by the strength of a Registered Deed of Conveyance, registered on 12.12.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 195, Pages 239 to 260, being Deed No. 03329 for the year 2004.

5.1.6 **Record by Vijaylaxmi Jhunhunwalla (nee Saraf) :** The said Vijaylaxmi Jhunhunwalla (nee Saraf) recorded her name in the L.R. Settlement, in L.R. Khatian No. 1653, and also mutated her name in Rajarhat Gopalpur Municipality, having Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6, in respect of the aforesaid plots of land.

5.1.7 **Absolute Ownership of Vijaylaxmi Jhunhunwalla (nee Saraf) :** Thus on the basis of the aforesaid three deeds, the said Vijaylaxmi Jhunhunwalla (nee Saraf) became the absolute owner of land measuring **6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. more or less, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1653, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, having Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6, in the District North 24 Parganas.**

5.1.8 **Gift by Vijaylaxmi Jhunhunwalla (nee Saraf) to the present owner, Yashvardhan Saraf :** The said Vijaylaxmi Jhunhunwalla (nee Saraf) gifted the aforesaid total land measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. more or less, to her own brother, Yashvardhan Saraf, present owner herein, by the strength of a Registered Deed of Gift, registered on 22.09.2008, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 11, Pages 15892 to 15904, being Deed No. 12105 for the year 2008.



Addl. District Sub-Registrar
Bihannagar, (Salt Lake City)

31 OCT 2011

- 5.1.9 **Absolute Ownership of Yashvardhan Saraf** : Thus on the basis of the aforesaid deed, the said Yashvardhan Saraf became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. be the same a little more or less** being part of the land described in the First & Second 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, L.R. Khatian No. 1653, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas morefully described in the Second Schedule hereunder written.
- 5.1.10 **Record by Yashvardhan Saraf** : The said Yashvardhan Saraf recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1764, in respect of 12 decimals of land (having share 0.0343 out of 339 decimals of land in R.S./L.R. Dag No. 140 in Mouza - Atghara).
- 5.1.11 **Desire of Sale by Yashvardhan Saraf to the present Purchaser** : The said Yashvardhan Saraf decides to sell **ALL THAT** piece and parcel of Sali land measuring **6 (Six) Cottahs be the same a little more or less** out of his possession, 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. 1653 corresponding to L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas [**SAID PROPERTY**], morefully described in the Third Schedule hereunder



Addl. District Sub-Registrar
Bidhannagar. (Salt Lake City)

31 OCT 2011

written, being part of the total land as described in the First Schedule and Second Schedule hereunder written, to the present Purchaser, at a total consideration of **Rs. 78,00,000.00 (Rupees Seventy Eight Lakhs) only**. Out of which Rs. 52,89,360.00 (Rupees Fifty Two Lakhs Eighty Nine Thousand Three Hundred Sixty) only will be paid to the owner, Yashvardhan Saraf, and Rs. 25,10,640.00 (Rupees Twenty Five Lakhs Ten Thousand Six Hundred Forty) only will be paid to the Confirming Party, M/s. Moonstone Enterprise Pvt. Ltd.

The total land is morefully described in the First Schedule hereunder written, and total land of Yashvardhan Saraf is morefully described in the Second Schedule hereunder written, and **Said Property/Sold Property** is morefully described in the Third Schedule hereunder written. A Plan of the total First Schedule land is attached herewith and will be treated as part and parcel of this present Deed.

- 5.1.11 **Acceptance by Purchaser** : The Purchaser herein has/have accepted the aforesaid proposal and agreed to purchase the **SAID PROPERTY** morefully described in the Third Schedule hereunder written, at an agreed consideration of **Rs. 78,00,000.00 (Rupees Seventy Eight Lakhs) only**.
- 5.1.12 **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.
- 5.1.13 **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 :



Addl. District Sub-Registrar
Bihannagar, (Salt Lake City)

31 OCT 2011

- 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 whatsoever 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.



Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

31 OCT 2011

10

- 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/have 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 (collectively Representations), has/have 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 First Schedule land incurred financial expenses by dint of which, it had a charge on the Second & Third Schedule land (which is a Part of First Schedule Land) and it is due to such charge on

Contd.....11



Addl. District Sub-Registrar
Highannagar, (Salt Lake City)

31 OCT 2011

the Property and amount of Rs. 25,10,640.00 (Rupees Twenty Five Lakhs Ten Thousand Six Hundred Forty) 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 Second & Third Schedule 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 described in the Third Schedule hereinafter written, free from all 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 sum of **Rs. 78,00,000.00 (Rupees Seventy Eight Lakhs)** 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 :

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



Addl. District Sub-Registrar
Bishnupur, (Salt Lake City)

31 OCT 2011

12

- 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 Party 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 admits, acknowledges and accepts.
- 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 agrees to keep the purchaser fully and comprehensively saved, harmless and indemnified.



Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

31 OCT 2011

- 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 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/their names in all records of the concerned authority including Rajarhat Gopalpur Municipality and to pay tax or taxes and all other impositions in its/their 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



Addl. District Sub-Registrar
Bihannagar, (Salt Lake City)

31 OCT 2011

time and at all times hereafter at cost of the purchaser, upon every request of the purchaser and / or its/their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Total Land]

ALL THAT piece and parcel of total aggregated Sali land measuring 203 Cottahs 12 Chittakes 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 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 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.



Addl. District Sub-Registrar
Bishnannagar. (Salt Lake City)

31 OCT 2011

THE SECOND SCHEDULE ABOVE REFERRED TO**[Land of Yashvardhan Saraf]**

ALL THAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) 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, L.R. Khatian No. 1653 corresponding to L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO**[SOLD PROPERTY / SAID PROPERTY]**

ALL THAT piece and parcel of Sali land measuring 6 (Six) Cottahs be the same a little more or less out of the aforesaid land morefully described in the Second 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. 1653 corresponding to L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas. The Sold Property/Said Property being undivided share/part of the total land as described in the First & Second Schedule hereinabove written.

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



Addl. District Sub-Registrar
Bihannagar, (Salt Lake City)

31 OCT 2011

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 :

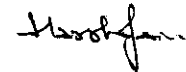
1. SK Mithaladon Ahmed,
90 W. Mid. Hill
H. Bishnupur, Rajahat
KOL-135

2. Bimal
Bimal uodal
R-D-21 RAHUNATHPUR
KOL-59



Yashvardhan Saraf

Owner / Vendor



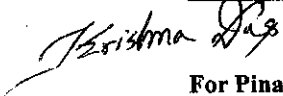
Harsh Kmar Jain

Director of

Himachal Vintrade Pvt. Ltd.

Purchaser

Drafted By :



For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph. : 2570 8471.

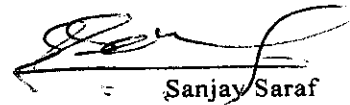
Composed By :



Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.



Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

Contd.....17



Addl. District Sub-Registrar
Bihannagar. (Salt Lake City)

31 OCT 2011

MEMO OF CONSIDERATION

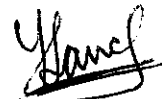
Received Rs. 52,89,360.00 (Rupees Fifty Two Lakhs Eighty Nine Thousand Three Hundred Sixty) only as full and final consideration money of the schedule land morefully mentioned in the Third Schedule hereinabove written, from the above named purchaser.

<u>Cu. No.</u>	<u>Bank</u>	<u>Amount -</u>	<u>Date</u>
436004	Punjab National Bank, Shakespeare Sarani Br.	Rs. 5289360.00	31.10.2011

Witnesses :-

1. Sri Mohindar Ahluwalia

2. B. V. Saraf



Yashvardhan Saraf

Owner / Vendor



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

31 OCT 2011

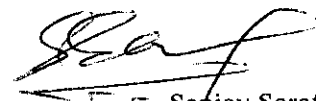
Received Rs. 25,10,640.00 (Rupees Twenty Five Lakhs Ten Thousand Six Hundred Forty) only as full and final consideration money of the schedule land morefully mentioned in the Third Schedule hereinabove written, from the above named purchaser.

<u>Ch. No</u>	<u>Bank</u>	<u>Amount</u>	<u>Date</u>
436007	Punjab National Bank, Shakespeare Sarani. Br.	Rs. 2510640.00	31.10.2011

Witnesses :-

1. *Shri Mohan Lal Sharma*

2. *B. Prasad*



Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

31 OCT 2011



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

Endorsement For Deed Number : I - 12401 of 2011
(Serial No. 13260 of 2011)

On

Payment of Fees:

On 31/10/2011

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

Presented for registration at 21.10 hrs on :31/10/2011, at the Private residence by Harsh Kr Jain ,Claimant.

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

Execution is admitted on 31/10/2011 by

1. Yashavardhan Saraf, son of Sanjay Saraf , 5 Kabir Rd, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700026 , By Caste Hindu, By Profession : Student
 2. Sanjay Saraf
Director, M /s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700026 .
, By Profession : Others
 3. Harsh Kr Jain
Director, Himachal Vintrade Pvt Ltd, 62 Nalini Sett Rd, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .
, By Profession : Others
- Identified By Sk M Ahmed, son of Sk Md Ali, Bishnupur, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

On 01/11/2011

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 : 23,4,53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

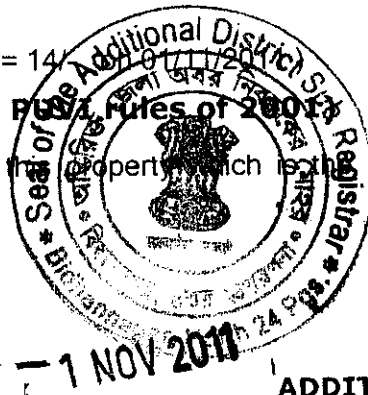
Amount By Cash

Rs. 113413/-, on 01/11/2011

(Under Article : A(1) = 113399/- ,E = 14/

Certificate of Market Value(WB Registration Rules of 2001)

Certified that the market value of the property which is the subject matter of the deed has been assessed at Rs.-7800000/-



ADD. District Sub-Registrar
Bidhanagar, (Salt Lake City)
(Debasish Dhar)
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 - 12401 of 2011
(Serial No. 13260 of 2011)

Certified that the required stamp duty of this document is Rs.- 546021 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 546000/- is paid, by the draft number 707197, Draft Date 31/10/2011, Bank
Name State Bank of India, PARK STREET, received on 01/11/2011

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



1 NOV 2011

ADDL. District Sub-Registrar
Bidhannagar, (Salt Lake City)

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

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.

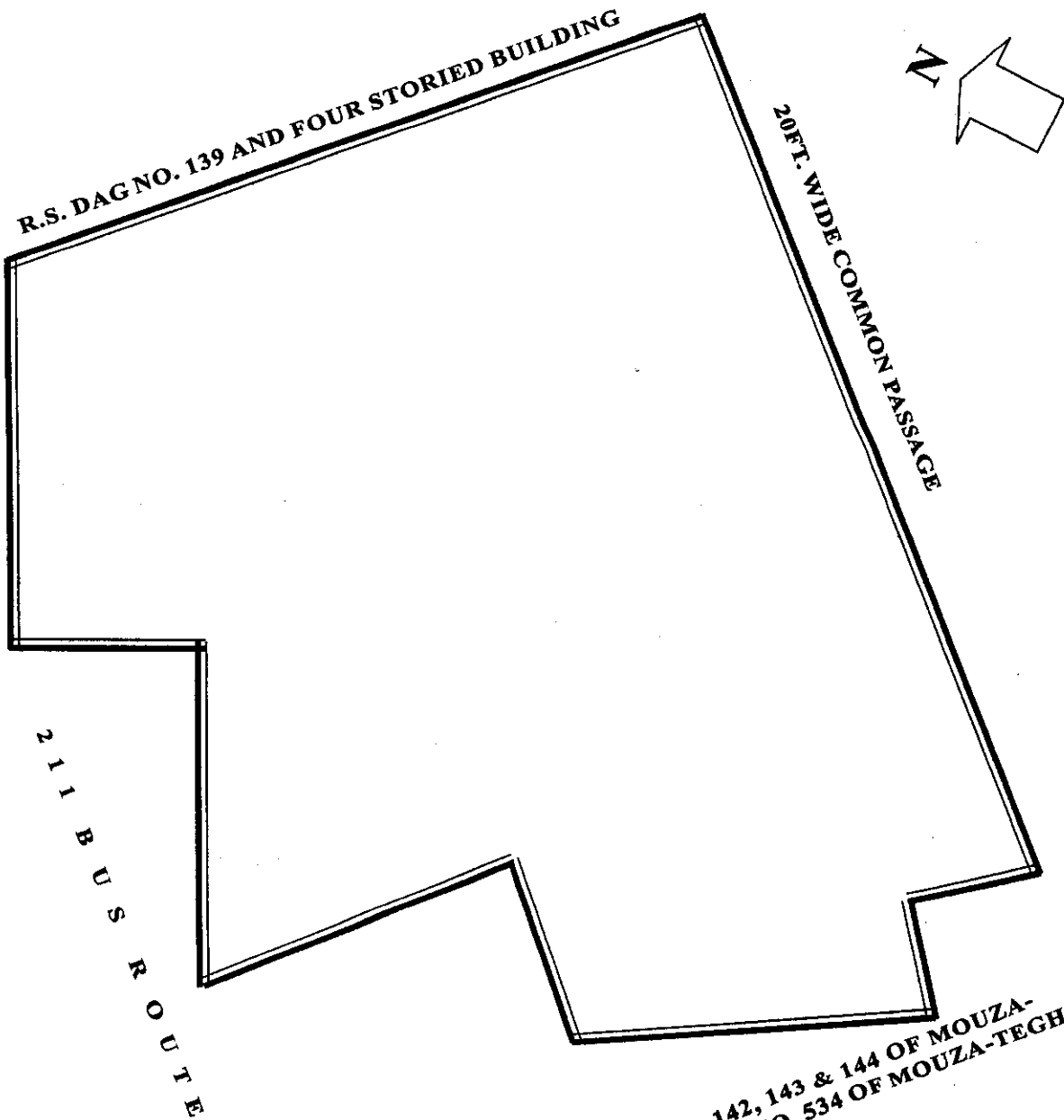
SOLD AREA : 6 COTTAHS MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1653 CORRESPONDING TO L.R. KHATIAN NO. 1764, LYING AND SITUATED AT MOUZA-ATGHARA,

VENDOR : YASHVARDHAN SARAF
PURCHASER : HIMACHAL VINTRADE PVT. LTD.,
CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER



NOT IN SCALE
DRAWN BY:
PARESH SWARNAKAR

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



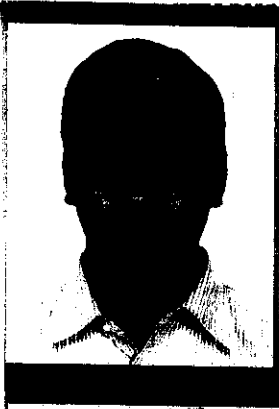
Addl. District Sub-Registrar
Bidhannagar. (Salt Lake City)

31 OCT 2011

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

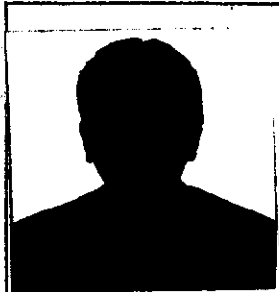
UNDER RULE 44A OF THE I.R. ACT 1908
N.B.- L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

TO



LH.						
RH.						

ATTESTED :- *Masud Jamin*



LH.						
RH.						

ATTESTED :- *Yusuf*



LH.						
RH.						

ATTESTED :- *[Signature]*

LH.						
RH.						

ATTESTED :-



Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

31 OCT 2011

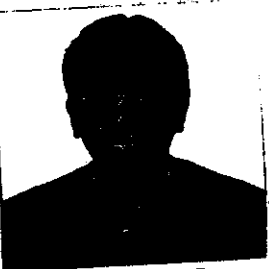





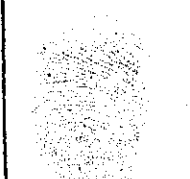




SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT

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

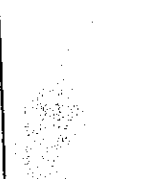
TO

	LH.					
	RH.					

ATTESTED :- *Mansojan*

	LH.					
	RH.					

ATTESTED :- *Khan*

	LH.					
	RH.					

ATTESTED :- *[Signature]*

	LH.					
	RH.					

ATTESTED :-



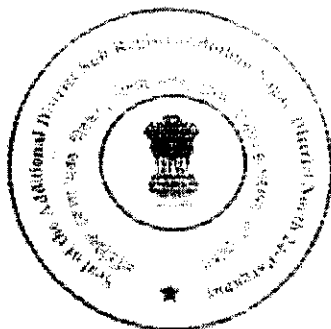
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

31 OCT 2011



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 13846 to 13869
being No 12401 for the year 2011.



(Debasish Dhar) 01-November-2011
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal



DATED THE DAY OF 2011

DEED OF CONVEYANCE

BETWEEN

Yashvardhan Saraf

Owner / Vendor

Himachal Vintrade 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