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পশ্চিমবঙ্গ পश्चिम बंगाल WEST BENGAL

L 383723

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

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

DEED OF CONVEYANCE

1. Date: 31st day of October 2011 - 1 NOV 2011
2. Place : Kolkata

112/11 Contd.

940/12

071410

Serial No.....  
Name.....  
Address.....  
71, Park Street, (Floor No-14)  
Kolkata-700016

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Date..... Licensed Stamp Vendor  
S. SARKAR

Biswasup Dasgupta  
(Advocate)  
99A Park Street  
KOL-16

Surencha Kumar Sarang.



v.e.g  
8671

For KAYBA, BISHNAPUR, ...

Surencha Kumar Sarang.  
Director.



v.e.g  
8679

Harshvardhan Saraf



v.e.g  
8679

v.e.g 8680



Shri Mohindan Ahmad  
3/c SR Md. Ali  
ff - Bishnupur, Rajmhat  
KOL-135, Busney



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3. **Parties :**

- 3.1 **ESTATE OF SITA DEVI SARAF [PAN NO. ....],** represented by its Executor, Sanjay Saraf, son of Late Radheshyam Saraf, by faith - Hindu, by nationality - Indian, residing at 5, Kabir Road, Kolkata - 700 026, West Bengal.

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

**AND**

- 3.2 **KAVERI ABASAN PVT. LTD. [PAN NO. AAECK0668H],** a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 132/1, Mahatma Gandhi Road, 1st Floor, Kolkata - 700 007, West Bengal, represented by its

*Director*  
s/o late Chama Lal Sarafogi  
Surentra Kumar Sahaogi

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.

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**.

**AND**

- 3.4 **HARSHAVARDHAN SARAF [PAN NO. AXGPS5482H],** son of Sanjay Saraf, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 5, Kabir Road, Kolkata - 700 026, West Bengal.



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**YASHVARDHAN SARAF [PAN NO. BZAPS5667M]**, son of Sanjay Saraf, by faith - Hindu, by occupation - Student, by nationality - Indian, residing at 5, Kabir Road, Kolkata - 700 026, West Bengal.

Both hereinafter jointly called and referred to as the "**BENEFICIARIES / CONFIRMING PARTIES**" (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs executors, administrators, legal representatives, nominees and assigns) of the **FOURTH PART**.

In these presents, for the sake of brevity the Vendor, Purchaser and Confirming Parties 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. 1659 corresponding to L.R. Khatian No. 1765, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, 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.
- 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, 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.



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- 5.1.2 **Plotting by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul :** The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul plotted 10 Bighas more or less of land into 26 separate and independent plots & passage, and the said plots were numbered and marked as Plot Nos. 4 to 29 in the manner as shown in the plan 'X' annexed therewith and herewith, and passage measuring about 37 Cottah more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots and the said passage was also shown in the Plan 'X' annexed thereto. The total land is morefully described in the First Schedule hereunder written.
- 5.1.3 **Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Rathin Dasgupta & 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 Plot No. 20, consisting 5 (Five) Cottahs 15 (Fifteen) Chittacks 9 (Nine) sq.ft. together with proportionate undivided share of passage measuring 1 (One) Cottah 5 (Five) Chittacks 31 (Thirty One) sq.ft. **in total 7 (Seven) Cottahs 4 (Four) Chittacks 40 (Forty) sq.ft. of land** 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, to one Ratin Dasgupta, Rabin Kumar Dasgupta & Ranjit Dasgupta, by the strength of a Registered Deed of Conveyance, registered on 31.03.1966, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 51, Pages 42 to 47, being Deed No. 2587 for the year 1965.
- 5.1.4 **Demise of Rathin Dasgupta :** The said Rathin Dasgupta died intestate on 12.01.1987, leaving behind his wife namely Ila Dasgupta and only daughter namely Suparna Dasgupta as his heirs and successors in interest in respect of his share in the aforesaid property left by the said Rathin Dasgupta, since deceased.
- 5.1.5 **Demise of Ranjit Dasgupta :** The said Ranjit Dasgupta died intestate on 08.11.1987, leaving behind his wife namely Namita Dasgupta, only son namely Abhijit Dasgupta and only daughter namely Jhuma Kundu (Dasgupta) as his heirs and successors in interest in respect of his share in the aforesaid property left by the said Ranjit Dasgupta, since deceased.
- 5.1.6 **Absolute Joint Ownership of Rabin Dasgupta & Others :** Thus the said Rabin Dasgupta, Ila Dasgupta, Suparna Dasgupta, Namita Dasgupta, Abhijit Dasgupta & Jhuma Kundu (Dasgupta) became the absolute joint owners of the aforesaid **ALL THAT** piece and parcel of total aggregated Sali land measuring 7 (Seven) Cottahs 4 (Four) Chittacks 40 (Forty) sq.ft. be the same a little more or less, together with proportionate undivided share of passage, lying and situated at **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.



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- 5.1.7 **Joint Sale by Rabin Dasgupta & Others to Priyadarshini Saraf** : The said Rabin Dasgupta, Ila Dasgupta, Suparna Dasgupta, Namita Dasgupta, Abhijit Dasgupta & Jhuma Kundu (Dasgupta) jointly sold, transferred and conveyed the aforesaid plot of land measuring 7 (Seven) Cottahs 4 (Four) Chittacks 40 (Forty) sq.ft. be the same a little more or less together with proportionate undivided share of passage, to one Priyadarshini Saraf, daughter of Sanjay Saraf, by the strength of a Registered Deed of Conveyance, registered on 24.06.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 463, Pages 129 to 153, being Deed No. 08214 for the year 2003.
- 5.1.8 **Record by Priyadarshini Saraf** : The said Priyadarshini Saraf recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1659 in respect of aforesaid land.
- 5.1.9 **Gift by Priyadarshini Saraf to Sita Devi Saraf** : The said Priyadarshini Saraf gifted the aforesaid **ALL THAT** piece and parcel of total aggregated Sali land measuring 7 (Seven) Cottahs 4 (Four) Chittacks 40 (Forty) sq.ft. be the same a little more or less consisting Plot No. 20, together with proportionate undivided share of passage, 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. 1659, in the District North 24 Parganas, to one Sita Devi Saraf, by the strength of a Registered Deed of Gift, registered on 19.03.2009, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 3, Pages 6614 to 6624, being Deed No. 02540 for the year 2009.
- 5.1.10 **Record in L.R. Settlement by Sita Devi Saraf** : The said Sita Devi Saraf recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1765 in respect of 12 decimals of land (having share 0.0356 out of 339 decimals of land in R.S./L.R. Dag No. 140).
- 5.1.11 **Absolute Ownership of Sita Devi Saraf** : Thus the said Sita Devi Saraf on the basis of the aforesaid Deed, became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring 7 (Seven) Cottahs 4 (Four) Chittacks 40 (Forty) 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. 1659 corresponding to L.R. Khatian No. 1765, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas morefully described in the Second Schedule hereunder written.
- 5.1.12 **Will by Sita Devi Saraf** : During her life time, the said Sita Devi Saraf executed an Will on 11.10.2009 in respect of all her movable and immovable properties including her aforesaid property.



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5.1.13 **Probate** : After the demise of the said Sita Devi Saraf, the Executor of the said Will of the said Sita Devi Saraf has taken probate from the Hon'ble High Court, Calcutta (Testamentary and Intestate Jurisdiction) in P.L.A. No. 317 of 2010 vide Order No. 89 dated 09.03.2011.

In accordance with the said Will, one Sanjay Saraf, her only son became the executor of the estate of the said Sita Devi Saraf, since deceased, with power to sell, transfer and convey all her immovable properties.

5.1.14 **Desire of Sale by Sanjay Saraf to the present Purchaser** : The said Sanjay 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 the aforesaid land, 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. 1659 corresponding to L.R. Khatian No. 1765, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas [SAID PROPERTY], morefully described in the Third Schedule hereunder 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 joint beneficiaries of the estate of Sita Devi Saraf (i.e. Harshavardhan Saraf & Yashvardhan Saraf being joint Beneficiaries / Confirming Parties) who shares such amount after deviding such in equal halves and Rs. 25,10,640.00 (Rupees Twenty Five Lakhs Ten Thousand Six Hundred Forty only) will be paid to the to the Confirming Parties, M/s. Moonstone Enterprise Pvt. Ltd. That with the tripertite consent and concurrence of the aforesaid two beneficiaries and the executor (Sanjay Saraf) the aforesaid payment is made in favour of the beneficiaries.

The total land is morefully described in the First Schedule hereunder written, and total land of Sanjay 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.

5.1.15 **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.

5.1.16 **Title of the Vendor** : Thus in the abovementioned circumstances and on the basis of the aforesaid Will of the said Sita Devi Saraf, the vendor has become the absolute owner of the Said Property.



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- 5.1.17 **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.
- 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, 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.



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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 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 :



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- 8.1.1 **Sale** : A sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 **Absolute** : Absolute, irreversible and perpetual.
- 8.1.3 **Together with All Other Appurtenances** : Together with all other rights the Vendor has in the Said Property and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the Said Property, which includes all unrecorded/non-mutated lands purchased by the Vendor as mentioned in the various sub-clauses of Clause 5 above.
- 8.2 **Subject to** : The transfer being effected by this Conveyance is subject to :
- 8.2.1 **Indemnification** : Indemnification by the Vendor and the Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser being satisfied about the 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, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the vendor hereby agrees to keep the purchaser fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession** : The Vendor and the Confirming Party hereby covenant that the purchaser and its director, executors, administrators, nominees, successors in office, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the vendor.



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- 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 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 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 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 :-



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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.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
[Land of Estate of Sita Devi Saraf]**

**ALL THAT** piece and parcel of total aggregated Sali land measuring 7 (Seven) Cottahs 4 (Four) Chittacks 40 (Forty) 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. 1659 corresponding to L.R. Khatian No. 1765, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, 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. 1659 corresponding to L.R. Khatian No. 1765, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, 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  
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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**

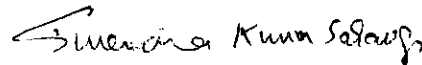
at Kolkata in presence of :

1. *[Handwritten signature]*  
*[Handwritten text]*

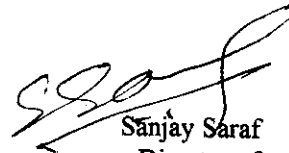
2.



Sanjay Saraf  
Executor of Estate of  
Sita Devi Saraf  
**Owner / Vendor**



auth. Signatory of  
Kaveri Abasan Pvt. Ltd.  
**Purchaser**



Sanjay Saraf  
Director of  
M/s. Moonstone Enterprise Pvt. Ltd.  
**Confirming Party**



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**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.



**Witnesses :-**

1.

2.

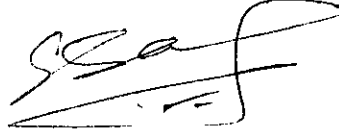
Sanjay Saraf  
Executor of Estate of  
Sita Devi Saraf  
**Owner / Vendor**



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.

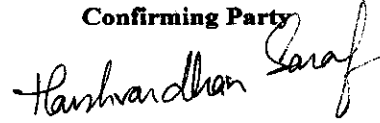


Witnesses :-

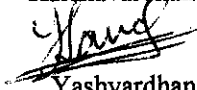
1.

2.

Sanjay Saraf  
Director of  
M/s. Moonstone Enterprise Pvt. Ltd.  
**Confirming Party**



Harshvardhan Saraf



Yashvardhan Saraf  
Beneficiaries of Estate of  
Sita Devi Saraf  
**Beneficiaries / Confirming Parties**



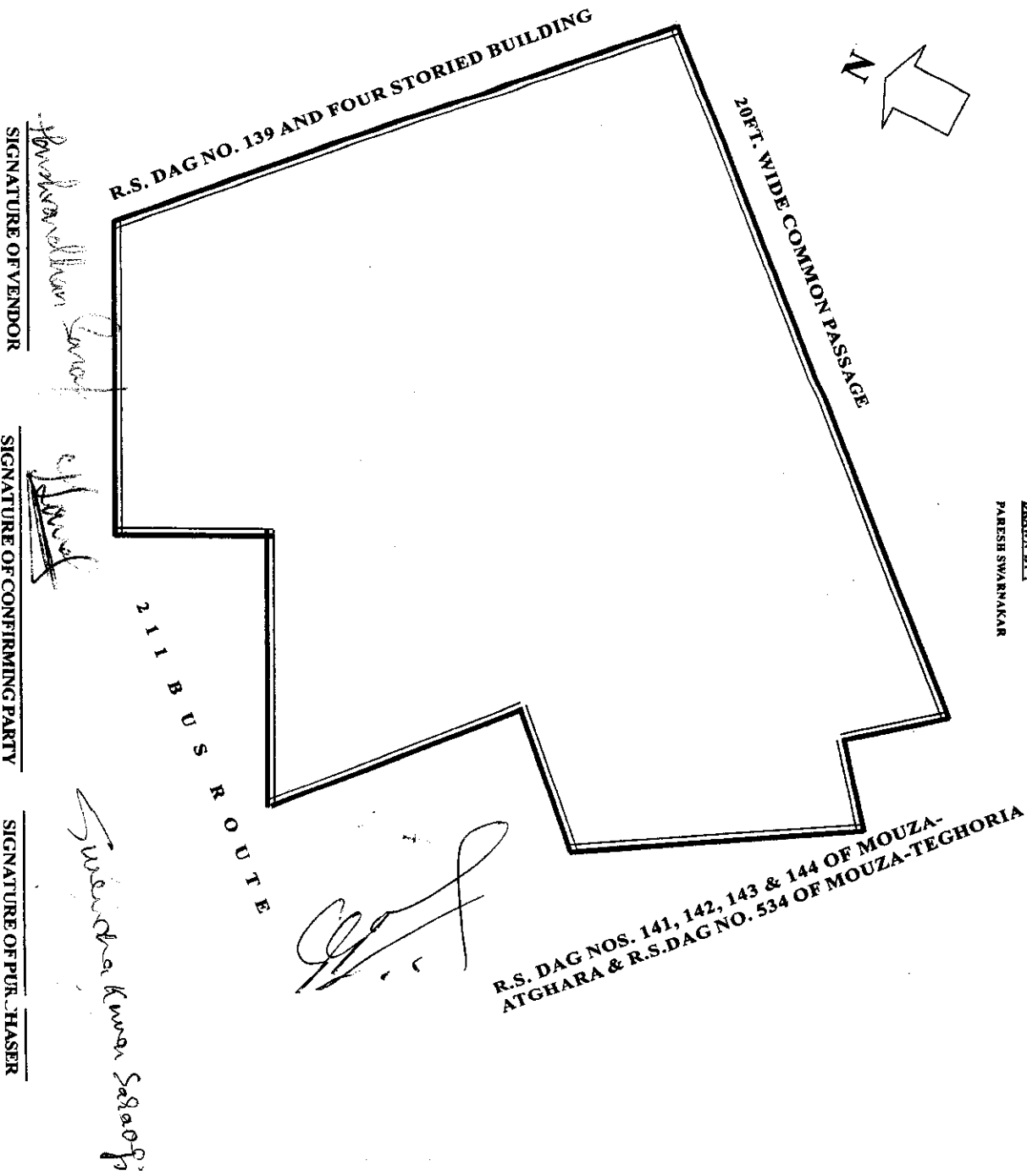
Addl. District Sub-Registrar  
Bidhannagar, (Salt Lake City)

31 OCT 2011

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. 1659 CORRESPONDING TO L.R. KHATIAN NO.1765, LYING AND SITUATED AT MOUZA-ATGHARA.

VENDOR : SANJAY SARAF  
PURCHASER : KAVERIABASAN PVT. LTD.  
CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.








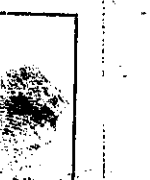


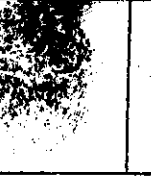
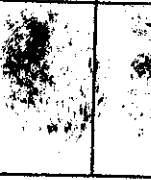



Addl. District Sub-Registrar  
Bidhannagar, (Salt Lake City)

31 OCT 2011


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

UNDER RULE 47 OF THE I.R. ACT 1908  
N.B.- L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX- THUMB TO SMALL PRINTS

 Surender Kumar Salooj	LH.					
	RH.					


ATTESTED :-

*Surender Kumar Salooj*

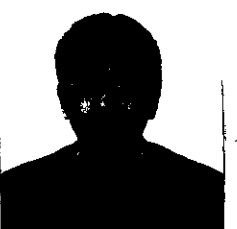
 Harshvardhan Sarda	LH.					
	RH.					

ATTESTED :-

*Harshvardhan Sarda*

 <i>[Signature]</i>	LH.					
	RH.					

ATTESTED :-

 <i>[Signature]</i>	LH.					
	RH.					

ATTESTED :-

*[Signature]*



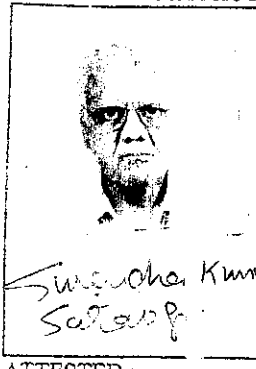
Addl. District Sub-Registrar  
Bidhanagar, (Salt Lake City)

31 OCT 2011




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

UNDER RULE 4' OF THE I.R. ACT 1908  
N.B.- L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX- THUMB TO SMALL PRINTS

 Suresha Kumar Salooj	LH.					
	RH.					


ATTESTED :-

*Suresha Kumar Salooj*

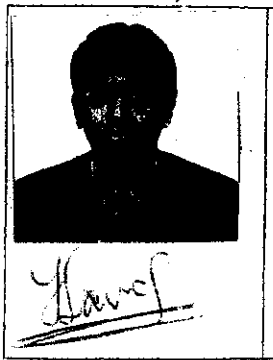
 Harshvardhan Salooj	LH.					
	RH.					

ATTESTED :-

*Harshvardhan Salooj*

	LH.					
	RH.					

ATTESTED :-

 <u>Harsh</u>	LH.					
	RH.					

ATTESTED :-

*Harsh*



Addl. District Sub-Registrar  
Bidhannagar, (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 - 12425 of 2011  
(Serial No. 13285 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 20.55 hrs on :31/10/2011, at the Private residence by Surendra Kumar Sarogi, Claimant.

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

Execution is admitted on 31/10/2011 by

1. Sanjay Saraf  
Executor, Estate Of Sita Devi Saraf, 5, Kabir Rd, District:-Kolkata WEST BENGAL, India, P.O. :- Pin :-700026 .  
. By Profession : Business
2. Sanjay Saraf  
Director, Moonstone Enterprise Pvt. Ltd., 5, Kabir Rd, Thana:-Tollygunge, District:-Kolkata WEST BENGAL, India, P.O :- Pin :-700026  
. By Profession : Business
3. Harshavardhan Saraf, son of Sanjay Saraf , 5, Kabir Rd, District:-Kolkata, WEST BENGAL, India, P.O :- Pin :-700026 , By Caste Hindu, By Profession : Business
4. Yashvardhan Saraf, son of Sanjay Saraf , 5, Kabir Rd, District:-Kolkata, WEST BENGAL, India, P.O :- Pin :-700026 , By Caste Hindu, By Profession : Student
5. Surendra Kumar Sarogi  
Director, Kaveri Abasan Pvt. Ltd., 132/1, Mahatma Gandhi Rd, 1st Floor, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .  
. By Profession : Business  
Identified By Sk Mohiuddin Ahmed son of Sk Md Ali Bishnupur, Rajarat, District:-North 24-Parganas, WEST BENGAL, India, P.O :- Pin :-700135 , 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 I, Article number : 23,4 53 of Indian Stamp Act, 1899, also under section 5 of West Bengal Land Revenue Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash



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

( Debasish Dhar )

ADDITIONAL DISTRICT SUB-REGISTRAR

01/11/2011 16:19:00

1 NOV 2011

Endorsement Page 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 - 12425 of 2011  
(Serial No. 13285 of 2011)

Rs. 113413/- on 01/11/2011

( Under Article : A(1) = 113399/- ,E = 14/- on 01/11/2011 )

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

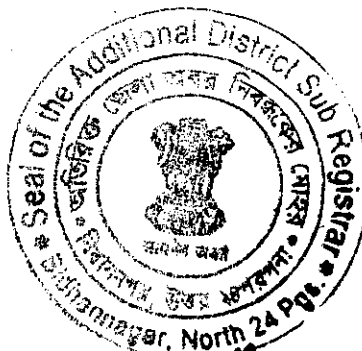
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-7800000/-

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

**Deficit stamp duty**

Deficit stamp duty Rs. 546000/- is paid, by the draft number 707198, Draft Date 31/10/2011. Bank Name State Bank of India, PARK STREET, received on 01/11/2011

( Debasish Dhar )  
ADDITIONAL DISTRICT SUB-REGISTRAR



11  
Addl. District Sub-Registrar  
Bidhanagar (Salt Lake City)  
( Debasish Dhar )

01/11/2011 16:19:00

1 NOV 2011





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 20  
Page from 14330 to 14349  
being No 12425 for the year 2011.



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