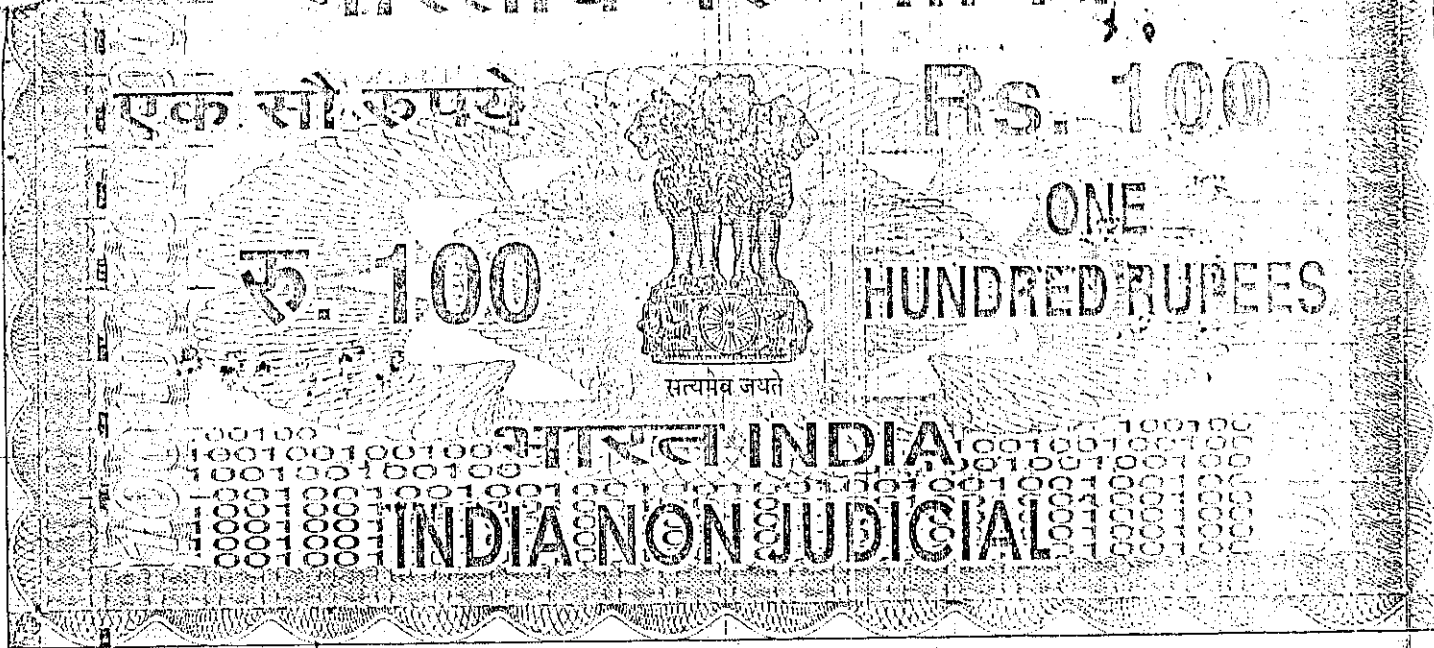


12385-2011

भारतीय न्यायिक



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
8.15

K 408940

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

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

- 7 NOV 2011

Witness  
No - 4480/2011

DEED OF CONVEYANCE

1. Date : 31st day of October 2011
2. Place : Kolkata
3. Parties :
  - 3.1 SANJAY SARAF [PAN NO. ALPS 9597B...], son of Late Radheshyam Saraf, by faith -

Contd.....2



Hindu, by occupation - Business, 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 NIMBUS COMMODEAL PVT. LTD. [PAN NO. AADCN6305P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 44/1, Rai Mohan Banerjee Road, Kolkata - 700 035, West Bengal, represented by its Director, RAM KARAN GUPTA, son of Late Hira Lal Gupta.

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

Contd.....3



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 **0 (Zero) Cottah 8 (Eight) Chittacks 19 (Nineteen) sq.ft. 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. 1658, 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 more or less, lying and situated in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.
- 5.1.2 **Plotting by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul :** The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul plotted 10 Bighas more or less of land into 26 separate and independent plots & passage, and the said plots were numbered and marked as Plot Nos. 4 to 29 in the manner as shown in the plan 'X' annexed therewith and herewith, and passage measuring about 37 Cottah more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots and the said passage was also shown in the Plan 'X' annexed thereto. The total land is more fully described in the First Schedule hereunder written.
- 5.1.3 **Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Subhendu Manna :** The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul as vendors and one Charusila Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, sold, transferred and conveyed Plot No. 5, consisting 6 (Six) Cottahs 10 (Ten) Chittacks 30 (Thirty) sq.ft. more or less of land together with proportionate undivided share of passage measuring 1 (One) Cottah 8 (Eight) Chittacks 10 (Ten) sq.ft. more or less, in total land measuring 8 (Eight) Cottahs 2 (Two) Chittacks 40 (Forty) 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, to one Subhendu Manna, by the strength of a Registered





Deed of Conveyance, registered on 10.08.1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 104, Pages 170 to 176, being Deed No. 7427 for the year 1965.

5.1.4 **Sale by Subhendu Manna to Madan Mohan Das :** The said Subhendu Manna sold, transferred and conveyed the aforesaid plot, being Plot No. 5, together with proportionate share of passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, to one Madan Mohan Das, by the strength of a Registered Deed of Conveyance, registered on 23.02.1979, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 23, Pages 187 to 194, being Deed No. 1264 for the year 1979.

5.1.5 **Sale by Madan Mohan Das to Jayanta Kumar De :** The said Madan Mohan Das sold, transferred and conveyed the aforesaid plot, being Plot No. 5, together with proportionate share of passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, to one Jayanta Kumar De, by the strength of a Registered Deed of Conveyance, registered on 13.01.1989, in the office of the A.D.S.P., Bidhannagar, Salt Lake City, and recorded in Book No. 1, being Deed No. 182 for the year 1989.

5.1.6 **Sale by Jayanta Kumar De to Sanjay Saraf & M/s. Daffodil Projects Pvt. Ltd. :** The said Jayanta Kumar De sold, transferred and conveyed  
4 (Four) Cottahs 13 (Thirteen) Chittacks 33 (Thirty Three) sq.ft. more or less of land being part of Plot No. 5, and undivided share of the said passage out of his possession to M/s. Daffodil Projects Pvt. Ltd., and also

1 (One) Cottah 14 (Fourteen) Chittacks 30 (Thirty) sq.ft. more or less of land being part of Plot No. 5, and undivided share of the said passage out of his possession to one Sanjay Saraf,



comprised in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, by the strength of a Registered Deed of Conveyance, registered on 15.07.2005, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 37, Pages 145 to 177, being Deed No. 00578 for the year 2006.

5.1.7 **Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Haripada Chakraborty & Ganesh Chandra Chakraborty :**  
The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul as vendors and one Charusila Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, again sold, transferred and conveyed Northern Portion of Plot No. 6, consisting 3 (Three) Cottahs 5 (Five) Chittacks 15 (Fifteen) sq.ft. more or less of land together with proportionate undivided share of passage measuring 0 (Zero) Cottah 12 (Twelve) Chittacks 9 (Nine) sq.ft. more or less, in total land measuring 4 (Four) Cottahs 1 (One) Chittack 24 (Twenty Four) 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, to one Haripada Chakraborty & Ganesh Chandra Chakraborty, 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. 1, Volume No. 105, Pages 140 to 146, being Deed No. 7418 for the year 1965.

5.1.8 **Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Haripada Chakraborty & Ganesh Chandra Chakraborty & 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 of land comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas being plot marked as Plot Nos. 13 & 29 in the plan annexed thereto Together With proportionate ownership right, title or interest in respect of the aforesaid passage, to one Satish Chandra Sarkar, Shubhra Mitra, Kuntala Manna, Jugal Kishore Mondal, Kanika Majumder, Renuka Rani Ghosh, Shubendu Manna, Niiharendu Manna, Nilima Mondal, Kalyan Mallick, Haripada Chakraborty & Ganesh Chandra Chakraborty (jointly), Baniballav Biswas, Hari Narayan Paul, Saraswati Das, Remendra Kumar Bhattacharjee, Kanika Banerjee & Sasanka Sekhar Mitra, by the strength of a Registered Deed of Conveyance, registered on 13th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 107, Pages 96 to 105. being Deed No. 7430 for the year 1965.

- 5.1.9 **Share of Haripada Chakraborty & Ganesh Chandra Chakraborty in Plot No. 13 & 29 Together with undivided share in Passage :** Referencing the abovenoted sale, under Deed No. 7430 for the year 1965, the said Haripada Chakraborty & Ganesh Chandra Chakraborty became the joint owners of 0 (Zero) Cottah 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 1 (One) Chittack 23 (Twenty Three) sq.ft. more or less of land being undivided share of the said passage, in total land measuring 0 (Zero) Cottah 8 (Eight) Chittacks 10 (Ten) sq.ft. more or less.
- 5.1.10 **Absolute Joint Ownership of Haripada Chakraborty & Ganesh Chandra Chakraborty :** Thus the said Haripada Chakraborty & Ganesh Chandra Chakraborty on the basis of the aforesaid Deeds bearing Nos. 7418 for the year 1965 and 7430 for the year 1965, became the absolute owner of ALL THAT piece and parcel of total aggregated land measuring 4 (Four) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft. more or less consisting Northern Portion of Plot No. 6, and undivided proportionate share of Plot No. 13 &



29, together with proportionate undivided share of passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.11 **Joint Sale by Haripada Chakraborty & Ganesh Chandra Chakraborty to the present owner, Sanjay Saraf :** The said Haripada Chakraborty & Ganesh Chandra Chakraborty jointly sold, transferred and conveyed the aforesaid **ALL THAT** piece and parcel of total aggregated land measuring 4 **(Four) Cottahs 9 (Nine) Chittacks 34 (Thirty Four) sq.ft.** more or less consisting Northern Portion of Plot No. 6, and undivided proportionate share of Plot No. 13 & 29, together with proportionate undivided share of passage, 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 the present owner, Sanjay Saraf, by the strength of a Registered Deed of Conveyance, registered on 16.04.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 463. Pages 284 to 306, being Deed No. 08221 for the year 2003.

5.1.12 **Record in L.R. Settlement :** After purchasing the same, the said Sanjay Saraf recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1658 in respect of 11 decimals of land (having share 0.0324 out of 339 decimals of land in R.S./L.R. Dag No. 140).

5.1.13 **Absolute Ownership of Sanjay Saraf :** Thus the said Sanjay Saraf, present owner herein, on the basis of the aforesaid Deeds bearing Deed Nos. 00578 for the year 2006 and 08221 for the year 2003, became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring 6 **(Six) Cottahs 8 (Eight) Chittacks 19 (Nineteen) 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. 1658, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas, morefully described in the Second Schedule hereunder written, being part of the land morefully described in the First Schedule hereinafter written.

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 0 (Zero) Cottah 8 (Eight) Chittacks 19 (Nineteen) sq.ft. 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. 1658, 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. 6,90,859.00 (Rupees Six Lakhs Ninety Thousand Eight Hundred Fifty Nine) only. Out of which Rs. 4,68,487.00 (Rupees Four Lakhs Sixty Eight Thousand Four Hundred Eighty Seven) only will be paid to the owner, Sanjay Saraf, and Rs. 2,22,372.00 (Rupees Two Lakhs Twenty Two Thousand Three Hundred Seventy Two) 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 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

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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. 6,90,859.00 (Rupees Six Lakhs Ninety Thousand Eight Hundred Fifty Nine) only.
- 5.1.16 **Title of the Vendor :** Thus in the abovementioned circumstances and on the basis of the aforesaid deeds, the vendor has become the absolute owner of the Said Property.
- 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 priyy to any act. deed.

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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.



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. 2,22,372.00 (Rupees Two Lakhs Twenty Two Thousand Three Hundred Seventy Two) 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, privilege 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. 6,90,859.00 (Rupees Six Lakhs Ninety Thousand Eight Hundred Fifty Nine) 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 :



- 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.

- 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 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. 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.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**[Land of Sanjay Saraf]**

ALL THAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs 8 (Eight) Chittacks 19 (Nineteen) 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. 1658, 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 0 (Zero) Cottah 8 (Eight) Chittacks 19 (Nineteen) sq.ft. 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. 1658, 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.



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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of :

1. SM Mohiuddin Ahmed.  
870 SM Md - Ave  
FF - Bishnupur, Rajindal, West-115

2. Bimona  
Bimona  
RD21 RAGHUNATHPUR  
KOL 59

Safay Saraf  
Owner Vendor

Ram Kanan Gupta  
Director of  
Nimbus Commodities Pvt. Ltd.  
Purchaser

Drafted By :

Krishna Das

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 Part



MEMO OF CONSIDERATION

Received Rs. 4,68,487.00 (Rupees Four Lakhs Sixty Eight Thousand Four Hundred Eighty Seven) 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>Cn. No.</u>	<u>Bank</u>	<u>Amount</u>	<u>Date</u>
316102	Punjab National Bank, Shakespeare Sector B7.	Rs. 468487 00	31.10.

*Sanjay*

Witnesses :-

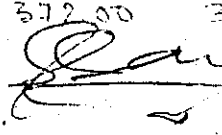
1. *Sik Mohindur Ahmed*

2. *Bunawat*

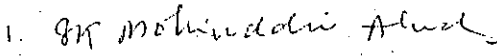
Sanjay Sa  
Owner / Vendor

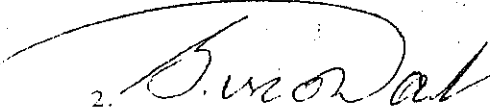


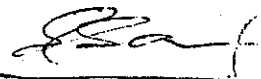
Received Rs. 2,22,372.00 (Rupees Two Lakhs Twenty Two Thousand Three Hundred Seventy Two) only as full and final consideration money of the schedule land more or less mentioned in the Third Schedule hereinabove written, from the above named purchase.

<u>Ck. No.</u>	<u>Bank</u>	<u>Amount</u>
316-103	Punjab National Bank, Shakespeare Sakani Br.	Rs. 222 372.00 

Witnesses :-

1. 

2. 

  
Sanjay

Dir

M/s. Moonstone Enterprise Pvt

Confirming

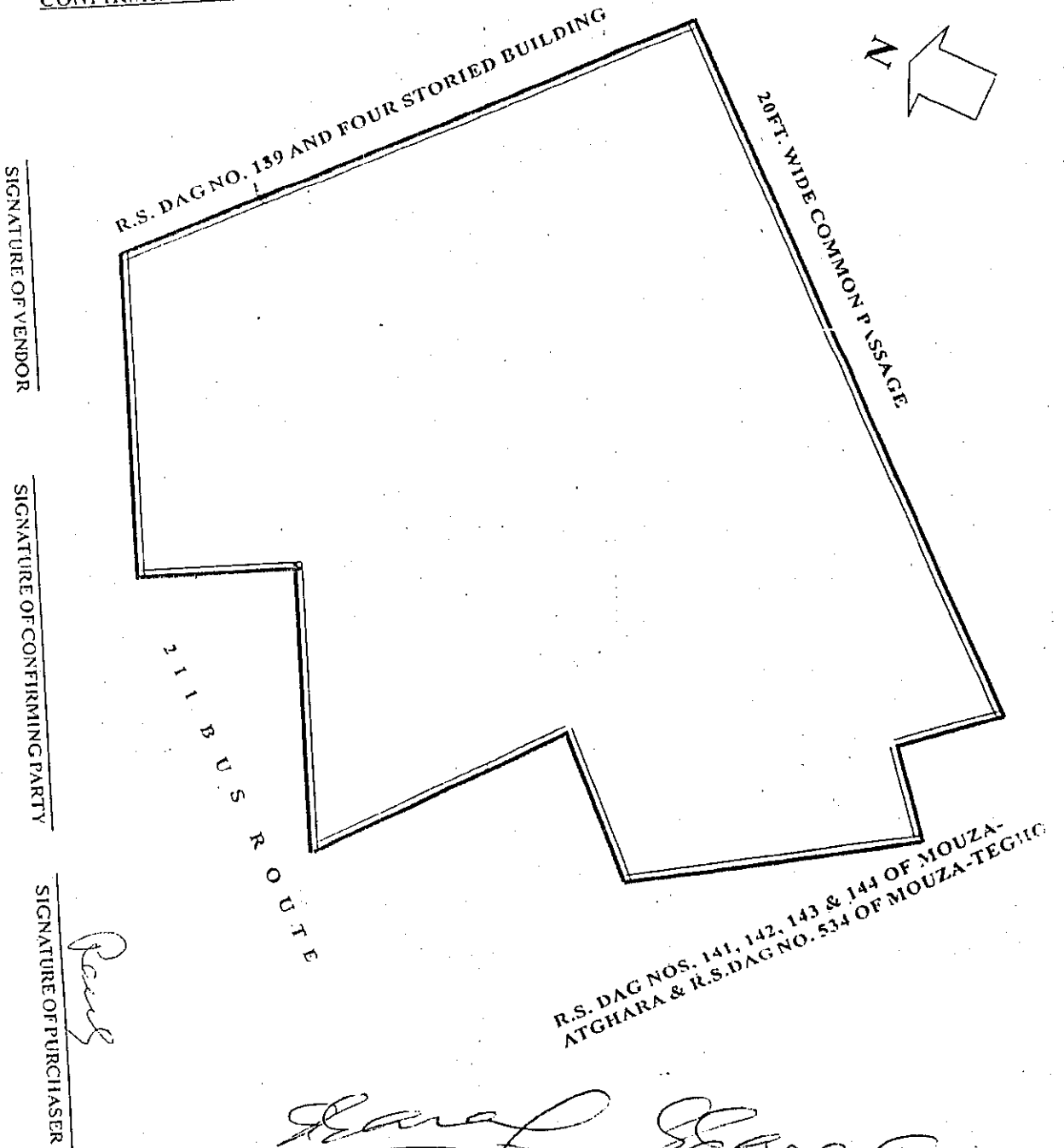




THE PLAN OF SALT LAND MEASURING 203 COTTAHS MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER  
C.S. KHATIAN NO. 120, R.S. KHATIAN NO. 90, L.R. KHATIAN NOS. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 16  
1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 16  
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 SALT LAND MEASURING 3 COTTAHS 8 CHITTACK  
MORE OR LESS COMPRISED IN R.S. DAG NO. 534, UNDER R.S. KHATIAN NO. 53, LYING AND SITUATED  
MOUZA- TEGHORIA, J.L. NO. 2, P.S. RAJARHAT PRESENTLY BAGUIATLA D.S.R.O. BIDHANNAGAR, SALT LA  
CITY, WITHIN THE LOCAL LIMIT OF RAJARHAT GOPALPUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRI  
NORTH 24 PARGANAS.

SOLD AREA : 0 COTTAH 8 CHITTACKS 19 SQ.FT. MORE OR LESS COMPRISED IN R.S. DAG NO  
140 UNDER L.R. KHATIAN NO. 1658, LYING AND SITUATED AT MOUZA-ATGHARA

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







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

Endorsement For Deed Number : I - 12385 of 2011  
(Serial No. 13268 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 20.15 hrs on :31/10/2011, at the Private residence by Ram Karan G  
Claimant.

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

Execution is admitted on 31/10/2011 by

1. Sanjay Saraf

Director, M/s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, Kolkata, Thana:-Tollygunge, District:-S  
24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026  
, By Profession : Business

2. Ram Karan Gupta

Director, Nimbus Commodal Pvt Ltd, 44/1 Rai Mohan Banerjee Rd, District:-Kolkata, W  
BENGAL, India, P.O. :- Pin :-700035  
, By Profession : Business

Identified By Sk M Ahmed, son of . Sk Md Ali, Bishnupur, Thana:-Rajarhat, District:-  
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  
Article number : 23,4,53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Refo  
Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

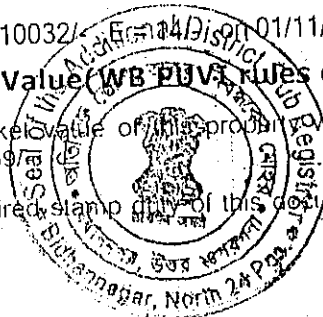
Rs. 10046/-, on 01/11/2011

( Under Article : A(1) = 10032/-, En-14/District 01/11/2011 )

Certificate of Market Value(WB PUV, Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has  
assessed at Rs.-690859/-

Certified that the required stamp duty of this document is Rs.- 41473 /- and the Stamp duty paid  
Impressive Rs.- 100/-



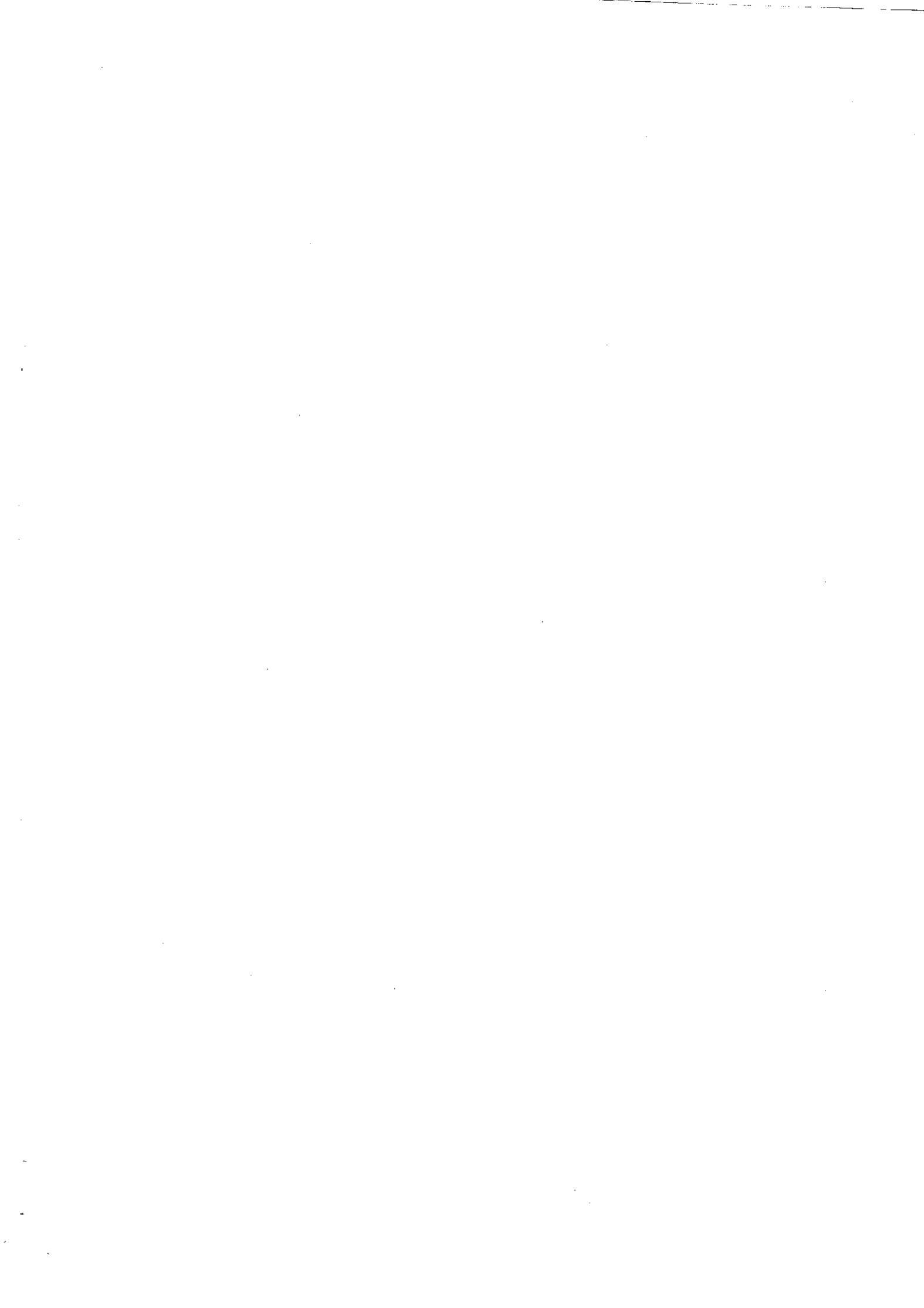
ADDL. District Sub-Registrar  
Bidhanagar. (Salt Lake City)  
( Debasish Dhar )

ADDITIONAL DISTRICT SUB-REGISTRAR

Endorsement Page 1 of 2

01/11/2011 12:25:00

1 NOV 2011





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

Endorsement For Deed Number : 1 - 12385 of 2011  
(Serial No. 13268 of 2011)

**Deficit stamp duty**

Deficit stamp duty Rs. 41373/- is paid, by the draft number 707205, Draft Date 31/10/2011. Bank Name State Bank of India, PARK STREET, received on 01/11/2011

( Debasish Dhar )  
ADDITIONAL DISTRICT SUB-REGISTRAR



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

ADDITIONAL DISTRICT SUB-REGISTRAR  
EndorsementPage 2 of 2

- 1 NOV 2011

01/11/2011 12:25:00



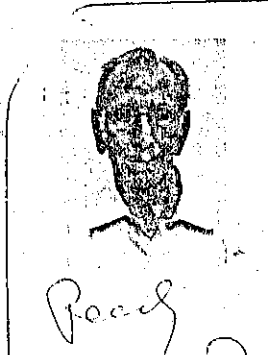



























SIGNATURE OF THE  
PRESENTANT /  
EXECUTANT / SELLER /  
BUYER / CLAIMANT  
WITH PHOTO

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 :-

*Rajiv*

	LH.					
	RH.					

ATTESTED :-

	LH.					
	RH.					

ATTESTED :-

	LH.					
	RH.					

ATTESTED :-

