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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

Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
- 6 MAY 2011

DEED OF CONVEYANCE

1. Date : 5th day of May 2011
2. Place : Kolkata
3. Parties :
 - 3.1 ARUN KUMAR AGARWAL
[PAN NO. ARDP.A43.07K] son of
Late Pannalal Agarwal, by faith

19 MAR 2010

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তার 765
কর্তার নাম

ANAKI CHATTOPADHYAY
Advocate
Judge's Court, Barisal.

100 of one sheet

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কর্তার নাম শ্রীমতী স্বপ্না খোন্দ

15 MAR 2010

Rs 5000

Shivendra Kumar Jais

3756

Shivendra Kumar Jais

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Hari Kumar Agarwal

3762

Singh



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

5 MAY 2011

Sr Mohiuddin Ahmed

of Sr. Md. Ali

of Bishnupur

PS Rajahat, Kot-135

- Hindu, by nationality - Indian, by occupation - Business, residing at 24/25, Dobson Road, Howrah.

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 SARAL VINIMAY PVT. LTD. [PAN NO. AAOCS6854P], a Private Limited Company, incorporated under Indian Companies Act, 1956, having its Registered Office at CL-184, Salt Lake City, Kolkata - 700 091, represented by its Authorised Signatory, **DHIRENDRA KUMAR JAIN**, son of Narendra Kumar Singh.

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 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 Indian Companies Act, 1956, having its Registered Office at 5, Kabir Road, P.S. Tollygunge, Kolkata - 700 026, represented by its Authorised Signatory, **SANJAY SARAF**, son of Late Radheshyam Saraf.



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SANJAY SARAF [PAN NO.], son of Late Radheshyam Saraf, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 5, Kabir Road, Kolkata - 700 026.

Both hereinafter jointly 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 directors 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 Parties collectively referred to as Parties and individually as Party.

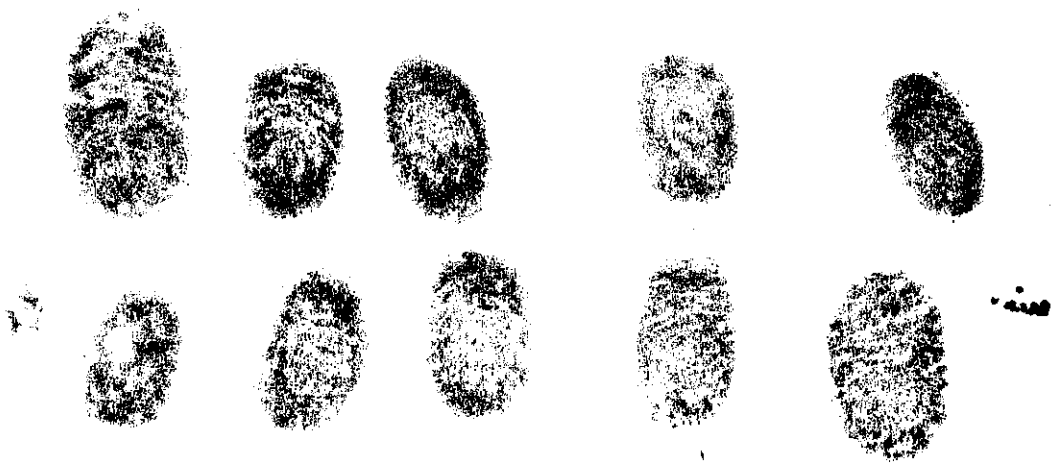
NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance :**

4.1 **Said Property :** Shall mean imply and include **ALL THAT** piece and parcel of total aggregated land measuring **5 Cottahs 13 Chittacks 39 sq.ft. more or less**, consisting :

Southern Portion of **Plot No. 4**, consisting 3 Cottahs 3 Chittack's 15 sq.ft. together with proportionate share of passage measuring 0 Cottah 12 Chittacks 5 sq.ft. **in total land measuring 3 Cottahs 15 Chittack 20 sq.ft.**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, and also

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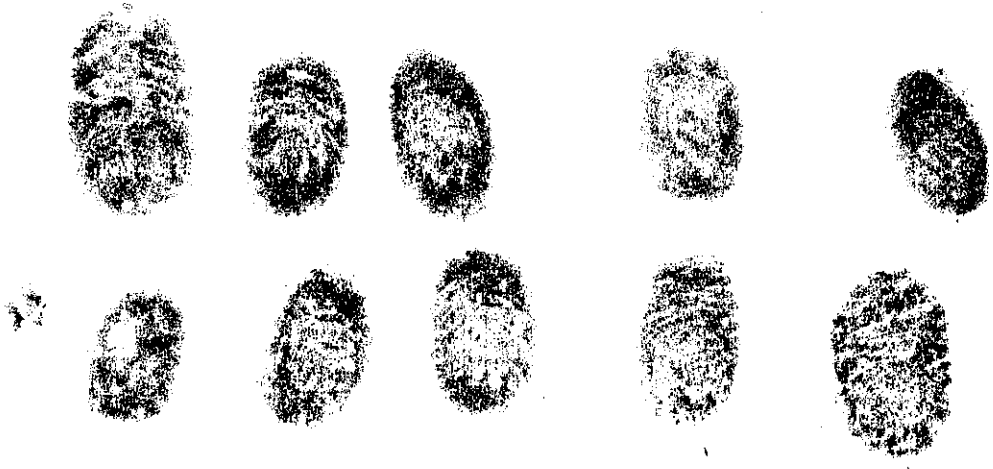
Addl District Sub-Registrar
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Plot No. 4, consisting 2 Chittacks in R.S. Dag No. 534, under R.S. Khatian No. 53, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat, in the District North 24 Parganas, and also

Plot Nos. 13 & 29, measuring 1 Cottah 7 Chittacks 8 sq.ft. more or less of land out of the aforesaid share together with proportionate share of passage measuring 5 Chittacks 11 sq. ft. more or less out of the aforesaid share, **in total 1 Cottah 12 Chittacks 19 sq.ft.**, in 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, demarcated Plan of the total land is attached herewith and morefully described in the Schedule below (**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 & Jibanti Paul :** One Avanti Paul & Jibanti 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.
- 5.1.2 **Plotting by Avanti Paul & Jibanti Paul :** The said Avanti Paul & Jibanti Paul plotted the aforesaid land measuring 10 Bighas more or less i.e. 198 Cottahs 2 Chittacks 39 sq.ft. of land into 26 separate and

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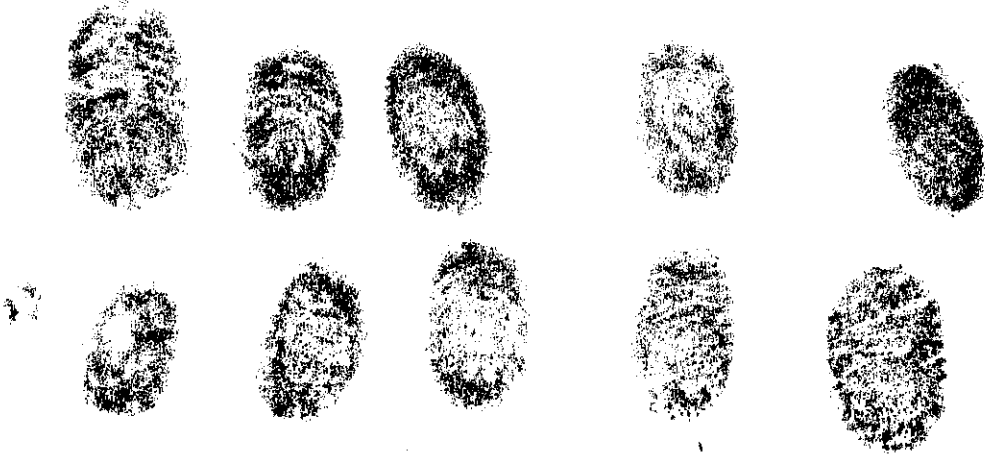
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independent plots & passage, and the same were numbered and marked as Plot Nos. 4 to 29 in the manner as shown in the plan 'X' annexed therewith and herewith, further making passage measuring about 37 Cottahs more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots and the said passage was also shown in the Plan 'X' annexed thereto.

- 5.1.3 **Sale by Avanti Paul & Jibanti Paul to Kuntala Manna :** The said Avanti Paul & Jibanti 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 Nos. 4,9,17 & 24, consisting 23 Cottahs 7 Chittacks 3 sq.ft. together with proportionate share of passage measuring 5 Cottahs 5 Chittacks 43 sq.ft. **in total land measuring 28 Cottahs 13 Chittacks 1 sq.ft.**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, to one Kuntala Manna, by the strength of a Registered Deed of Conveyance, registered on 10.08.1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Pages 279 to 287, being Deed No. 7422 for the year 1965.
- 5.1.4 **Again Purchase by Kuntala Manna from Nishikanta Mondal :** The said Kuntala Manna again purchased a land measuring 2 Chittacks more or less, being Plot No. 4 (Western Portion), in R.S. Dag No. 534, under R.S. Khatian No. 53, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat, in the District North 24 Parganas, from Nishikanta Mondal, 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. 102, Pages 218 to 221, being Deed No. 7415 for the year 1965.

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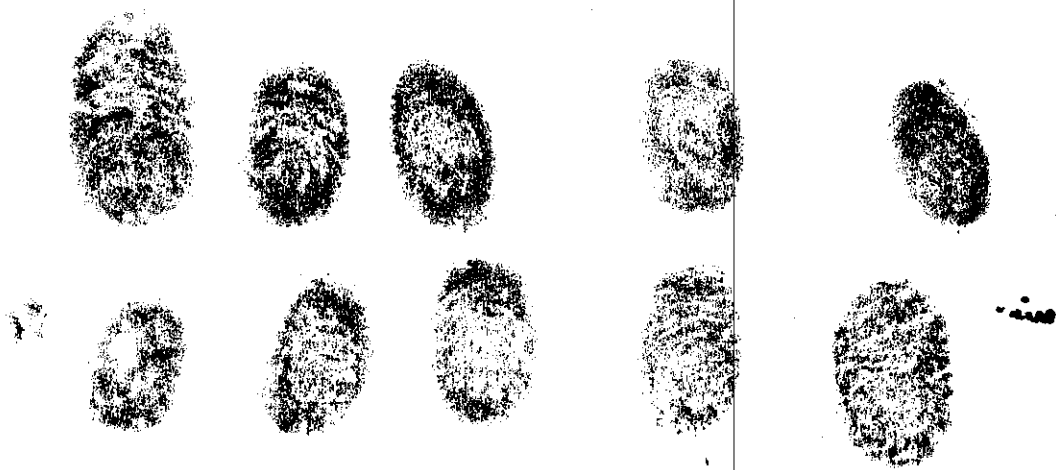
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- 5.1.5 **Again Sale by Avanti Paul & Jibanti Paul to Kuntala Manna & 16 Others** : The said Avanti Paul & Jibanti Paul as vendors and one Charusila Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, sold, transferred and conveyed 27 Cottahs 25 sq.ft. more or less comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas being plot marked as Plot 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. 1, Volume No. 107, Pages 96 to 105, being Deed No. 7430 for the year 1965.
- 5.1.6 **Share of Kuntala Manna 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 Kuntala Manna became the owner of 2 Cottahs 14 Chittacks 15 sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 Cottah 10 Chittacks 22 sq.ft. being undivided share of the said passage, in total land measuring 3 Cottahs 8 Chittacks 37 sq.ft. more or less.
- 5.1.7 **Absolute Ownership of Kuntala Manna** : Thus the said Kuntala Manna on the basis of the aforesaid Deeds bearing Nos. 7422 for the year 1965, 7415 for the year 1965. and Deed No. 7430 for the year 1965, became the absolute owner of

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Plot Nos. 4,9,17 & 24, consisting 23 Cottahs 7 Chittacks 3 sq.ft. together with proportionate share of passage measuring 5 Cottahs 5 Chittacks 43 sq.ft. **in total land measuring 28 Cottahs 13 Chittacks 1 sq.ft.**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, and also

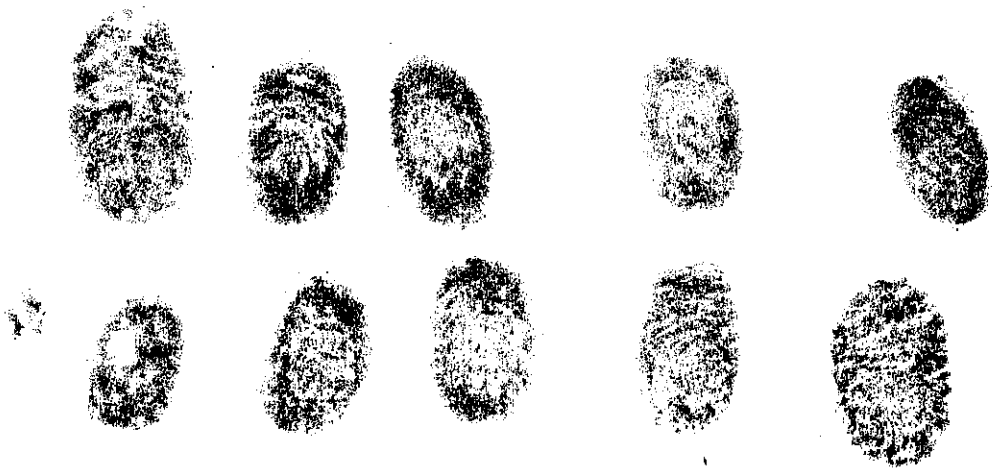
Western Portion of Plot No. 4, measuring 2 Chittacks more or less of land in R.S. Dag No. 534, under R.S. Khatian No. 53, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat, in the District North 24 Parganas, and also

measuring 2 Cottahs 14 Chittacks 15 sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 Cottah 10 Chittacks 22 sq.ft. being undivided share of the said passage, **in total land measuring 3 Cottahs 8 Chittacks 37 sq.ft.**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas.

5.1.8 Sale by Kuntala Manna to the present owner, Arun Kumar Agarwal :
The said Kuntala Manna sold, transferred and conveyed land measuring

Southern Portion of Plot No. 4, consisting 3 Cottahs 5 Chittacks 15 sq.ft. together with proportionate share of passage measuring 0 Cottah 12 Chittacks 5 sq.ft. **in total land measuring 4 Cottahs 1 Chittack 20 sq.ft.**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, and also in R.S. Dag No. 534, under R.S. Khatian No. 53, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat, in the District North 24 Parganas, and also

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Plot Nos. 13 & 29, measuring 1 Cottah 7 Chittacks 8 sq.ft. more or less of land out of the aforesaid share together with proportionate share of passage measuring 5 Chittacks 11 sq. ft. more or less out of the aforesaid share, **in total 1 Cottah 12 Chittacks 19 sq.ft.**, in 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 total land measuring 5 Cottahs 13 Chittacks 39 sq.ft., to the present owner, Arun Kumar Agarwal, by the strength of a Registered Deed of Conveyance, registered on 04.06.2002, in the office of the D.S.R. II, North 24 Parganas at Barasat, and recorded in Book No. 1, Volume No. 61, Pages 33 to 54, being Deed No. 01740 for the year 2004. The said Deed was confirmed by one Debkantha Dey as confirming party.

5.1.9 **Absolute Ownership of Arun Kumar Agarwal :** Thus on the basis of the aforesaid deed, the said Arun Kumar Agarwal became the absolute owner of **ALL THAT** piece and parcel of total aggregated land measuring **5 Cottahs 13 Chittacks 39 sq.ft. more or less**, consisting :

Southern Portion of Plot No. 4, consisting 3 Cottahs 3 Chittacks 15 sq.ft. together with proportionate share of passage measuring 0 Cottah 12 Chittacks 5 sq.ft. **in total land measuring 3 Cottahs 15 Chittack 20 sq.ft.**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, and also

Plot No. 4, consisting 2 Chittacks in R.S. Dag No. 534, under R.S. Khatian No. 53, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat, in the District North 24 Parganas, and also



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Plot Nos. 13 & 29, measuring 1 Cottah 7 Chittacks 8 sq.ft. more or less of land out of the aforesaid share together with proportionate share of passage measuring 5 Chittacks 11 sq. ft. more or less out of the aforesaid share, **in total 1 Cottah 12 Chittacks 19 sq.ft.**, in 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.

5.1.10 **Record in L.R. Settlement :** The said **Arun Kumar Agarwal** recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1636 in respect of 09 decimals of land (having share 0.0280 out of 339 decimals of land in R.S./L.R. Dag No. 140 in Mouza - Atghara).

5.1.11 **Desire of Sale by Arun Kumar Agarwal to the present Purchaser :** The said Arun Kumar Agarwal decides to sell the aforesaid

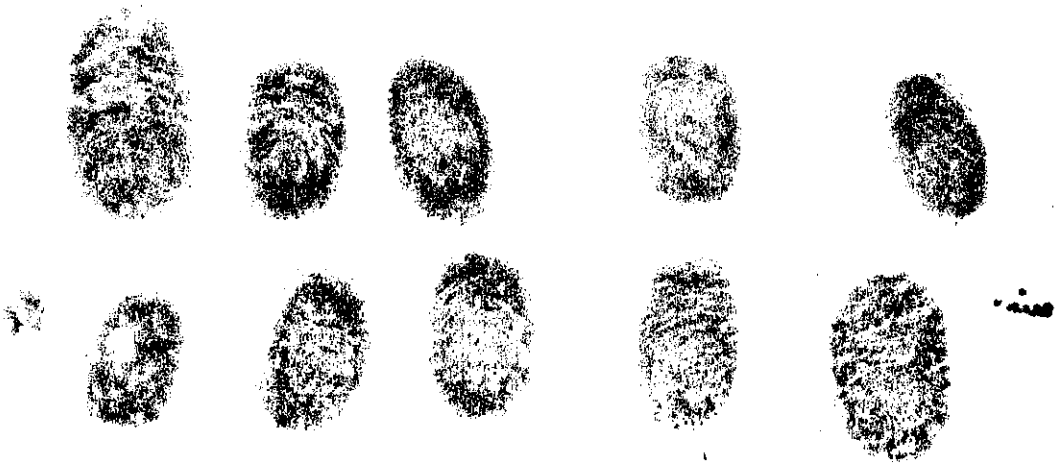
ALL THAT piece and parcel of total aggregated land measuring **5 Cottahs 13 Chittacks 39 sq.ft. more or less**, consisting :

Southern Portion of Plot No. 4, consisting 3 Cottahs 3 Chittacks 15 sq.ft. together with proportionate share of passage measuring 0 Cottah 12 Chittacks 5 sq.ft. **in total land measuring 3 Cottahs 15 Chittack 20 sq.ft.**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, and also

Plot No. 4, consisting 2 Chittacks in R.S. Dag No. 534, under R.S. Khatian No. 53, in Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat, in the District North 24 Parganas, and also

Plot Nos. 13 & 29, measuring 1 Cottah 7 Chittacks 8 sq.ft. more or less of land out of the aforesaid share together with proportionate share of

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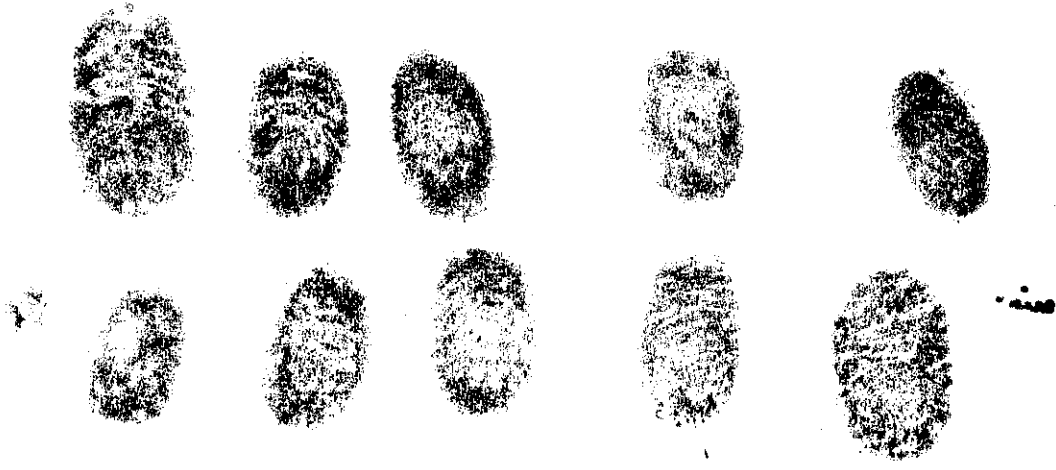
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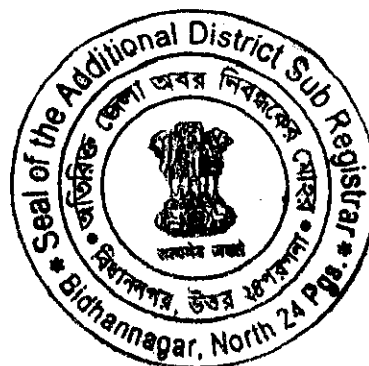
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passage measuring 5 Chittacks 11 sq. ft. more or less out of the aforesaid share, in total 1 Cottah 12 Chittacks 19 sq.ft., in R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas [SAID PROPERTY] morefully described in the Second Schedule hereunder written, to the present Purchaser, at a total consideration of **Rs. 76,26,667.00 (Rupees Seventy Six Lakhs Twenty Six Thousand Six Hundred Sixty Seven) only.** Out of which Rs. 43,66,667.00 (Rupees Forty Three Lakhs Sixty Six Thousand Six Hundred Sixty Seven) only will be paid to the owner, Arun Kumar Agarwal, and Rs. 17,60,000.00 (Rupees Seventeen Lakhs Sixty Thousand) 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, Sanjay Saraf.

- 5.1.12 **Acceptance by Purchaser :** The Purchaser herein has accepted the aforesaid proposal and agreed to purchase the **SAID PROPERTY** at an agreed consideration of **Rs. 76,26,667.00 (Rupees Seventy Six Lakhs Twenty Six Thousand Six Hundred Sixty Seven) only.**
- 5.1.13 **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.
- 5.1.14 **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



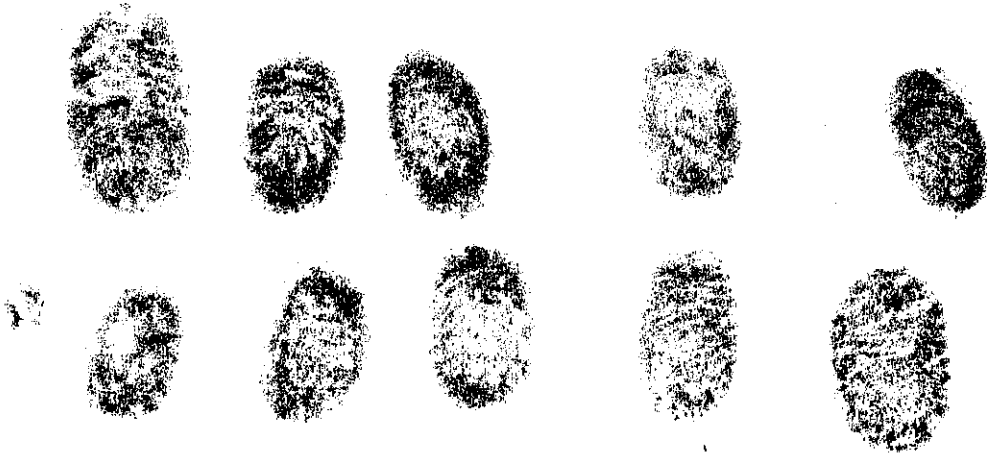
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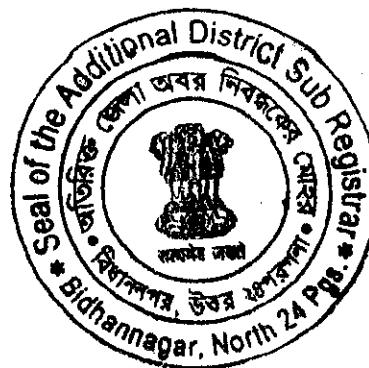
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Property and declares that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

- 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,



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attachments, liens, mortgages, charges, debentures, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.

5.2.9 **No Personal Guarantee** : The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.

5.2.10 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Vendor from selling, transferring and / or alienating the Said Property or any part thereof.

6. **Basic Understanding** :

6.1 **Agreement to Sell and Purchase** : The 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 Parties** : The Confirming Parties 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 Schedule land (which is a Part of First Schedule Land) and due to such charge on the Property the Purchaser paid an amount of Rs.



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17,60,000.00 (Rupees Seventeen Lakhs Sixty Thousand) only to the Confirming Party, M/s. Moonstone Enterprise Pvt. Ltd. and **Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only** to the Confirming Party, Sanjay Saraf, and in lieu of such, the Confirming Parties unqualifiedly surrender, relinquish, discharge all its right, title, interest and privileges over, on and in respect of the Second Schedule Land.

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 described in the Second Schedule hereinafter written, free from all 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. 76,26,667.00 (Rupees Seventy Six Lakhs Twenty Six Thousand Six Hundred Sixty Seven) 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 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.



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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 Parties 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 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,



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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 Parties 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 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 Parties hereby covenant that the vendor or any person claiming under him, shall and will from



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Addl District Sub-Registrar
Bidhannagar (Salt Lake City)

5 MAY 2011

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.

THE FIRST SCHEDULE ABOVE REFERRED TO

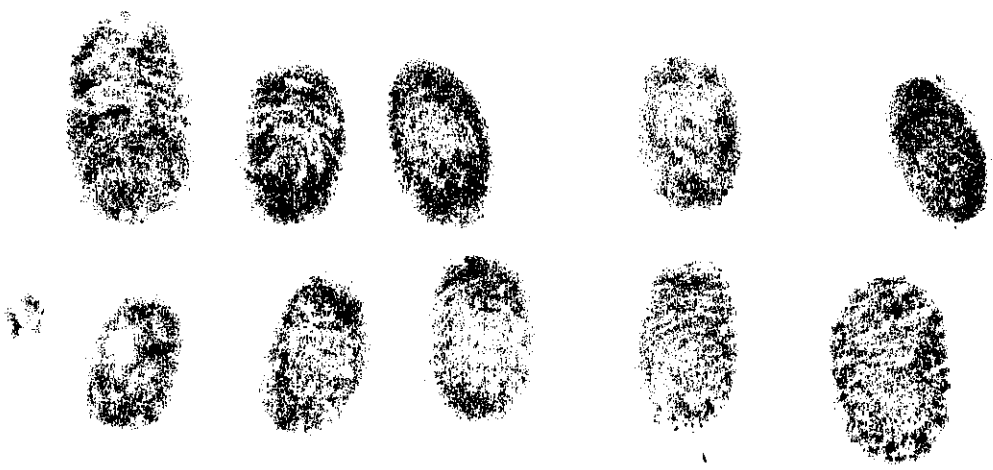
[Description of Total Land]

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.

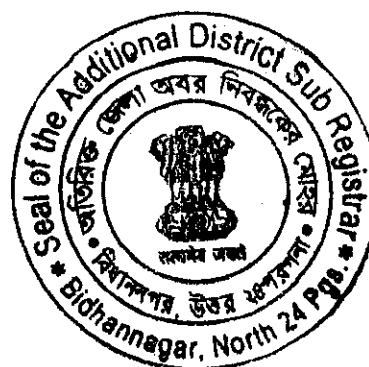
A Plan of the total land is attached herewith, and butted and bounded as follows :-

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...17



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Addl District Sub-Registrar
Bidhannagar (Salt Lake City)

5 MAY 2011

THE SECOND SCHEDULE ABOVE REFERRED TO
(SAID PROPERTY)
[SUBJECT MATTER OF SALE]

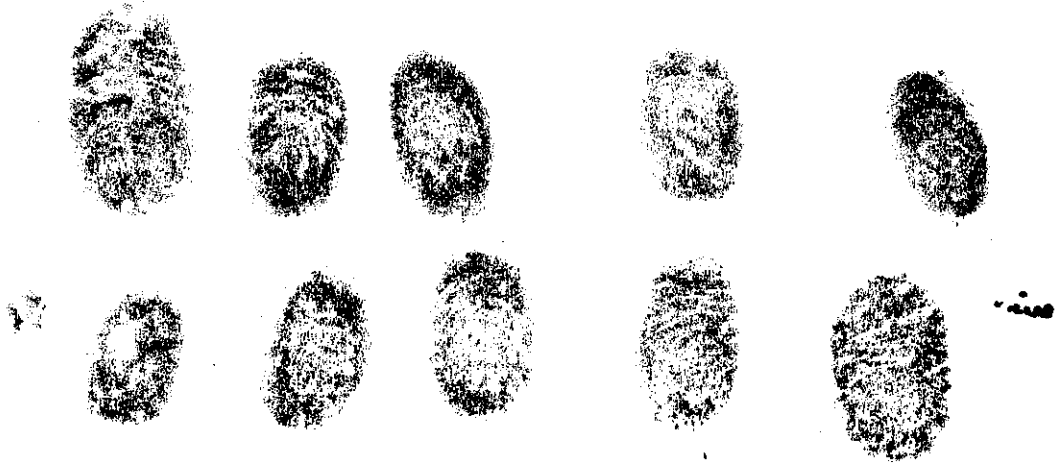
ALL THAT piece and parcel of total aggregated land measuring **5 Cottahs 13 Chittacks 39 sq.ft. more or less, L.R. Khatian No. 1636, consisting :**

Southern Portion of **Plot No. 4**, consisting 3 Cottahs 3 Chittacks 15 sq.ft. together with proportionate share of passage measuring 0 Cottah 12 Chittacks 5 sq.ft. **in total land measuring 3 Cottahs 15 Chittack 20 sq.ft.**, comprised in portion of **R.S. Dag No. 140**, under **R.S. Khatian No. 90**, in **Mouza - Atghara**, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, and also

Plot No. 4, consisting 2 Chittacks in **R.S. Dag No. 534**, under **R.S. Khatian No. 53**, in **Mouza - Teghoria**, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat, in the District North 24 Parganas, and also

Plot Nos. 13 & 29, measuring 1 Cottah 7 Chittacks 8 sq.ft. more or less of land out of the aforesaid share together with proportionate share of passage measuring 5 Chittacks 11 sq. ft. more or less out of the aforesaid share, **in total 1 Cottah 12 Chittacks 19 sq.ft.**, in **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.

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



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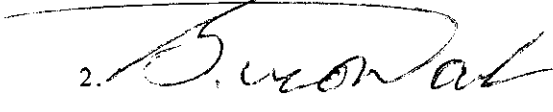
Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
5 MAY 2011


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. Sh. Mohiuddin Ahmed,
Off - Bishnupur.


2. 
R-17 21 RAGHUNATHPUR
KOL-59


Arun Kumar Agarwal
Owner / Vendor

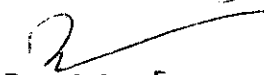

Dhirendra Kumar Jain
Director of
M/s. Saral Vinimay Pvt. Ltd.
Purchaser


Drafted by :


For Anirudh Chattopadhyay & Associates,
Solicitor & Advocates,
Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 059.
Ph. : 2570 8471.


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

Composed by :


Paresh Swarnakar,
14/B, Jessore Road,
Kolkata - 700 028.


Sanjay Saraf
Confirming Party



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Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
5 MAY 2011

MEMO OF CONSIDERATION

Received Rs. 43,66,667.00 (Rupees Forty Three Lakhs Sixty Six Thousand Six Hundred Sixty Seven) only as full and final consideration money of the schedule land morefully mentioned in the Schedule herein after written, from the above named purchasers.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
423101	04.05.11	Punjab National Bank, Shakespeare Saharan Branch	43,66,667/-

Witnesses :-

1. *En Mohindris Ahmed,*

2. *Bunawal*

Arun Kumar Agarwal

Arun Kumar Agarwal

Owner / Vendor

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Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
5 MAY 2011

Received Rs. 17,60,000.00 (Rupees Seventeen Lakhs Sixty Thousand) only as full and final consideration money of the schedule land morefully mentioned in the Schedule hereinafter written, from the above named purchasers.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
423102	04-05-11	Punjab National Bank, Shakespeare Sarovar Branch.	17,60,000/-

Witnesses :-

1. *Sh. Mohinder Singh Ahluwalia*

2. *B. B. B. B. B.*

Sanjay Saraf
Sanjay Saraf

represented by Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



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Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
5 MAY 2011

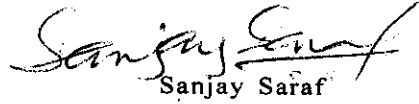
Received Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only as full and final consideration money of the schedule land morefully mentioned in the Schedule hereinafter written, from the above named purchasers.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
423103	04.05.11	Punjab National Bank, Shakespeare Sarani Branch.	15,00,000/-

Witnesses :-

1. GK Mohiuddin Ahmed.

2. 


Sanjay Saraf

Confirming Party



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

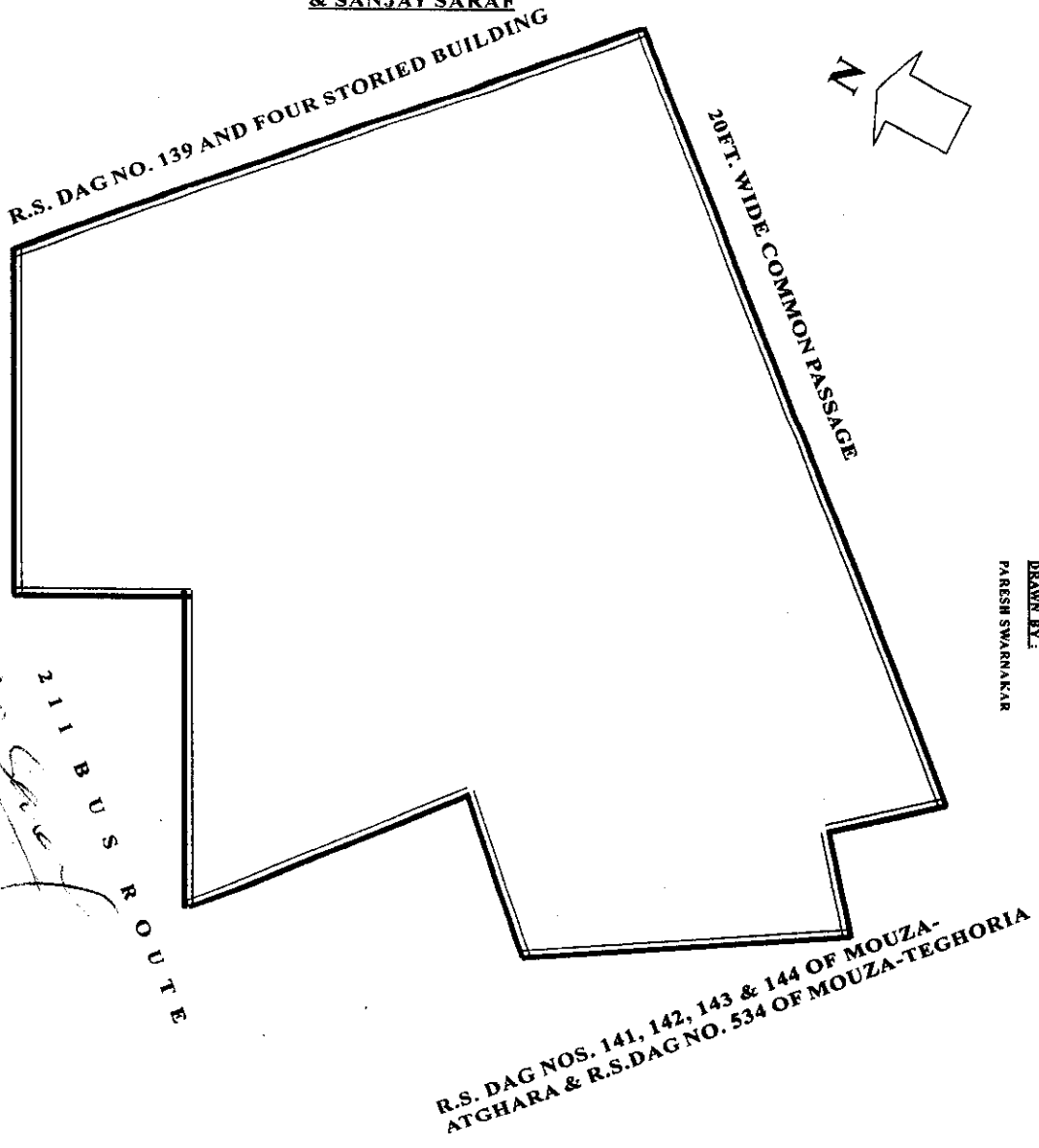
SOLD AREA : 5 COTTAHS 11 CHITTACKS 39 SQ.FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1636 LYING AND SITUATED AT MOUZA-ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND AND ALSO 2 CHITTACKS MORE OR LESS COMPRISED IN R.S. DAG NO. 534, R.S. KHATIAN NO. 53, LYING AND SITUATE MOUZA-TEGHORIA.

VENDOR : ARUN KUMAR AGARWAL
PURCHASER : SARAL VINIMAY PVT. LTD.,
CONFIRMING PARTIES : M/S. MOONSTONE ENTERPRISE PVT. LTD.
& SANJAY SARAF

Signature of Vendor
Arun Kumar Agarwal

Signature of Confirming Parties
Sanjay Saraf

Signature of Purchaser
Shri Arun Kumar Jain



NOT IN SCALE
DRAWN BY:
PARISH SWARNAKAR

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














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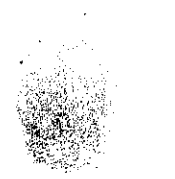




Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
5 MAY 2011

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


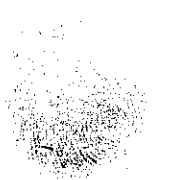



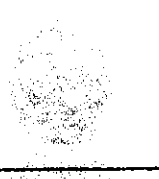





UNDER RULE 44A OF THE I.R. ACT 1908
N.B.- L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 <i>Shivan Kumar Jain</i>	LH.					
	RH.					

ATTESTED :- *Shivan Kumar Jain*

 <i>Arun Kumar Agarwal</i>	LH.					
	RH.					

ATTESTED :- *Arun Kumar Agarwal*

 <i>Sanjay Singh</i>	LH.					
	RH.					

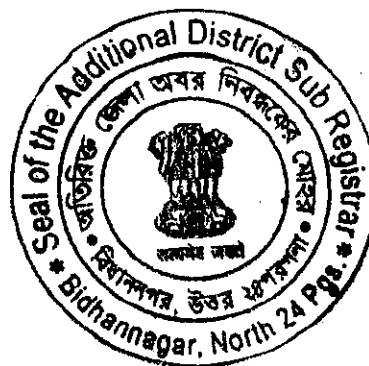
ATTESTED :-

	LH.					
	RH.					

ATTESTED :-



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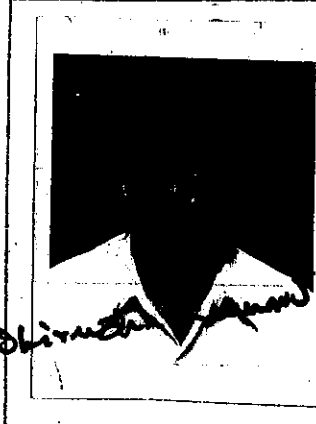












Addl District Sub-Registrar
Bidhannagar (Salt Lake City)

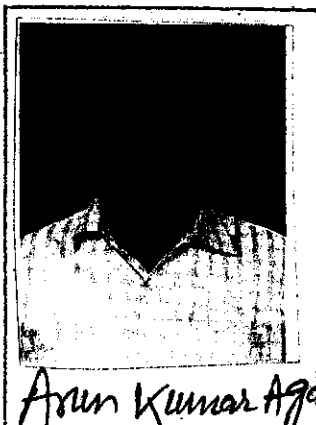










5 MAY 2011

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











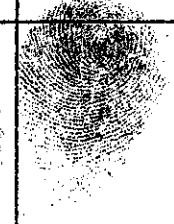
UNDER RULE 44A OF THE I.R. ACT 1908
N.B.- L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

 <i>Dhirmendra Kumar Jain</i>	LH.					
	RH.					

ATTESTED :- *Dhirmendra Kumar Jain*

 <i>Anam Kumar Agarwal</i>	LH.					
	RH.					

ATTESTED :- *Anam Kumar Agarwal*

 <i>Sanjay Singh</i>	LH.					
	RH.					

ATTESTED :-

	LH.					
	RH.					

ATTESTED :-



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Addl District Sub-Registrar
Bidhan Nagar (Salt Lake City)
5 MAY 2011



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

Endorsement For Deed Number : I - 05211 of 2011
(Serial No. 05574 of 2011)

On

Payment of Fees:

On 05/05/2011

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

Presented for registration at 18.04 hrs on :05/05/2011, at the Private residence by Dharendra Kr Jain ,Claimant.

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

Execution is admitted on 05/05/2011 by

1. Arun Kr Agarwal, son of Lt Pannalal Agarwal , 24/25 Dobson Rd, District:-Howrah, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Business
 2. Sanjay Saraf
Authorised Signatory, M /s Moonstone Enterprise Pvt Ltd, 5, Kabir Road, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026 .
, By Profession : Business
 3. Sanjay Saraf, son of Lt Radheshyam Saraf , 5, Kabir Road, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026 , By Caste Hindu, By Profession : Business
 4. Dharendra Kr Jain
Authorised Signatory, Saral Vinimay Pvt Ltd, C L 184 Salt Lake City, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700091 .
, By Profession : Others
- Identified By Sk M Ahmed, son of Sk Md Ali, Bishnupur, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700135 , By Caste: Muslim, By Profession: Business.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

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. 119749/-, on 06/05/2011

(Under Article : A(1) = 119735/- ,E = 14/- on 06/05/2011)

Certificate of Market Value(WB RUVI rules of 2009)

6 MAY 2011

(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 - 05211 of 2011
(Serial No. 05574 of 2011)

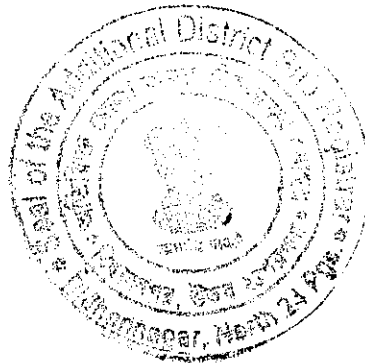
Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-7626667/-

Certified that the required stamp duty of this document is Rs.- 533888 /- and the Stamp duty paid as: Impresive Rs.- 100/-


Deficit stamp duty

Deficit stamp duty Rs. 533887/- is paid 70330503/05/2011 State Bank of India, PARK STREET, received on 06/05/2011

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



6 MAY 2011

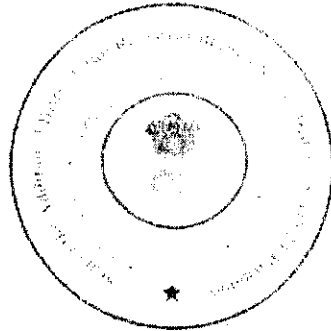

Addl. District Sub-Registrar
Bidhan Nagar (Salt Lake City)

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 989 to 1015
being No 05211 for the year 2011.



(Debasish Dhar) 10-May-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

Arun Kumar Agarwal

Owner / Vendor

Saral Vinimay Pvt. Ltd.

Purchaser

M/s. Moonstone Enterprise Pvt. Ltd.

Sanjay 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