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Eldhan Maga (Sail Lake City)

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DEED OF CONVEYANCE

- 1. Date: 23rd July 2010
- 2. Place : Kolkata
- 3. Parties :
- 3.1 SANJAY SARAF (H.U.F.)

 [PAN NO. AAGHS5719A],
 represented by its Karta,

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SANJAY SARAF, son of Late Radhe Shyam Saraf, of 5, Kabir Road, P.S. Tollygunge, Kolkata - 700 026.

Hereinafter called and referred to as the "OWNER / VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the Karta as also members for the time being of the said Hindu Undivided Family and their respective heirs, administrators, executors, legal representatives and assigns) of the FIRST PART.

AND

M/S. BIOSTAR VANIJYA PVT. LTD. [PAN NO. AAECB1431D], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 32. Ezra Street, Room No. 202, Kolkata - 700 001, represented by its Director, Rajendra Kumar Jain, son of Murari Lal Jain.

Hereinafter called and referred to as the "PURCHASER" (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include its respective successor in office, office bearers, executors, administrators, legal, representatives, nominees and assigns) of the SECOND PART.

AND

3.3. MIS. MOONSTONE ENTERPRISE PVT. LTD. (PAN NO. AADCM4928R), a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Kabir Road, P.S. Tollygunge, Kolkata - 700 026, represented by its Director, SANJAY SARAF, son of Late Radheshyam Saraf.

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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 successors 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:
- A.1 Said Property: Shall mean imply and include ALL THAT piece and parcel of total aggregated Sali land measuring 0 (Zero) Cottah 8 (Eight) Chittacks 14 (Fourteen) sq.ft. more or less more or less, lying and situated at Mouza Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana 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. 1657, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas being part of the land described in the First Schedule hereinafter written. The total land is described in the First Schedule and Said Property/Sold Property is morefully described in the Second Schedule hereunder written. A Plan of the total land is attached herewith (Said Property).
 - 5. Background, Representations and Covenants:
 - Representations Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title.

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5. 7.

- 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 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 situated in Mouza Atghara, J.L. No. 120, R.S. Khatian No. 90, in the No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the
 - Plotting by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti
 Nath Paul: The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @
 Jibanti Nath Paul plotted 10 Bighas more or less of land into 26 separate
 and independent plots & private passage, and the said plots were
 numbered and marked as Plot Nos. 4 to 29 in the manner as shown in
 numbered and marked therewith and herewith, and private passage
 the plan 'X' annexed therewith and herewith, and private use and
 admeasuring about 37 Cottah more or less, for exclusive use and
 enjoyment of the same by the owners/occupiers of the said 26 plots and
 the said private passage comprising of Sali land was exclusively owned
 and possessed by the owners of Plot Nos. 4 to 29 [And not by any other
 and possessed by the owners of Plot Nos. 4 to 29 [And not by any other
 Plot owners] and such was also shown in the Plan 'X' annexed thereto.
 - Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Jugal Kishore Mondal: 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 Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, sold, transferred & successors of Late Jiten Paul as confirming parties, sold, transferred and conveyed Plot No. 11, consisting 4 (Four) Cottahs 4 (Four) Chittacks and conveyed Plot No. 11, consisting 4 (Four) Cottahs 4 (Four) Chittacks 30 (Thirty) sq.ft. in measuring 0 (Zero) Cottah 15 (Fifteen) Chittacks 30 (Thirty) sq.ft. in total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 5 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 5 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 5 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 7 (Five) sq.ft., total land measuring 6 (Five) Cottahs 4 (Four) Chittacks 7 (Five) Sq.ft., total land measuring 6 (Five) Cottahs 4 (Four) Chittacks 7 (Five) Sq.ft., total land measuring 6 (Five) Cottahs 4 (Four) Chittacks 7 (Five) Sq.ft., total land measuring 6 (Five) Sq.ft., total land measuring

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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. 105, Pages 147 to 154, being Deed No. 7424 for the year 1965.

- Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Jugal Kishore Mondal & 16 Others: The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul as vendors 5.1.4 and one Charusila Paul, Kali Krishna Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, sold, transferred and conveyed 27 (Twenty Seven) Cottahs 25 (Twenty Five) sq.ft. more or less comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas being plot marked as Plot Nos. 13 & 29 in the plan annexed thereto Together With proportionate ownership right, title or interest in respect of the aforesaid private passage, to one Jugal Kishore Mondal, Satish Chandra Sarkar, Shubhra Mitra, Kuntala Manna, Kanika Majumder, Renuka Rani Ghosh, Shubendu Manna, Niiharendu Manna, Nilima Mondal, Kalyan Mallick, Haripada Chakraborty, Baniballav Biswas, Hari Narayan Paul, Saraswati Das, Remendra Kumar Bhattacharjee, Kanika Banerjee & Sasanka Sekhar Mitra, by the strength of a Registered Deed of Conveyance, registered on 13th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 107, Pages 96 to 105, being Deed No. 7430 for the year 1965.
 - Share of Jugal Kishore Mondal in Plot No. 13 & 29 Together with undivided share in Private passage: Referencing the abovenoted sale, under Deed No. 7430 for the year 1965, the said Jugal Kishore Mondal under Deed No. 7430 for the year 1965, the said Jugal Kishore Mondal became the owner of 1 (One) Cottah 0 (Zero) Chittacks 21 (Twenty became the owner of 1 (One) Cottah 0 (Zero) Chittacks 21, and also One) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 3 (Three) Chittacks 33 (Thirty Three) sq.ft. being undivided share of the said private passage.

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5.1.6 Absolute Ownership of Jugal Kishore Mondal: Thus on the basis of the aforesaid deeds, the said Jugal Kishore Mondal became the absolute owner of:

Plot No. 11, consisting 4 (Four) Cottahs 4 (Four) Chittacks 20 (Twenty) sq.ft. of land, together with proportionate share of private passage measuring 0 (Zero) Cottah 15 (Fifteen) Chittacks 30 (Thirty) sq.ft. in total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 5 (Five)sq.ft. more or less, and also

Plot No. 13 & 29 (undivided share) land measuring 1 (One) Cottah 6 (Zero) Chittack 21 (Twenty One) sq.ft. more or less out of 27 (Twenty Seven) Cottahs 25 (Twenty Five) sq.ft. being Plot No. 13 & 29.

Undivided share of private passage in respect of Plot Nos. 13 & 29, land measuring 0 (Zero) Cottah 3 (Three) Chittacks 33 (Thirty Three) sq.ft. out of 37 (Thirty Seven) Cottahs of private passage.

In total aggregated land measuring 6 (Six) Cottahs 8 (Eight) Chittacks 14 (Fourteen) sq.ft. more or less in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.7 Will & Testament by Jugal Kishore Mondal: During his life time, the said Jugal Kishore Mondal executed an Will & Testament on 16.091993. In his said Will, the said Jugal Kishore Mondal bequeathed, gave and devised all his assets and properties moveable or immovable including the aforesaid land, unto and in favour of his sons namely Udayan Mondal & Goutam Mondal in equal proportion.
- 5.1.8 Demise of Jugal Kishore Mondal: The said Jugal Kishore Mondal died intestate on 26.11.1994.

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- 5.1.9 Probate: The said Udayan Mondal & Goutam Mondal as Executors of the said Will got probate of the Last Will & Testament of the said Jugal Kishore Mondal, since deceased, before the Ld. Court of District Delegate Howrah in Letter of Administration Case No. 130 of 1995, by an order dated 25.09.1996 of the said Ld. Court.
 - 5.1.10 Absolute Joint Ownership of Udayan Mondal & Goutam Mondal: Thus on the basis of the facts and circumstances, the said Udayan Mondal & Goutam Mondal became the joint owners of:

Plot No. 11, consisting 4 (Four) Cottahs 4 (Four) Chittacks 20 (Twenty) sq.ft. of land, together with proportionate share of private passage measuring 0 (Zero) Cottah 15 (Fifteen) Chittacks 30 (Thirty) sq.ft. in total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 5 (Five)sq.ft. more or less, and also

Plot No. 13 & 29 (undivided share) land measuring 1 (One) Cottah 0 (Zero) Chittack 21 (Twenty One) sq.ft. more or less out of 27 (Twenty Seven) Cottahs 25 (Twenty Five) sq.ft. being Plot No. 13 & 29.

Undivided share of private passage in respect of Plot Nos. 13 & 29, land measuring 0 (Zero) Cottah 3 (Three) Chittacks 33 (Thirty Three) sq.ft. out of 37 (Thirty Seven) Cottahs of private passage.

In total aggregated land measuring 6 (Six) Cottahs 8 (Eight) Chittacks 14 (Fourteen) sq.ft. more or less in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas.

5.1.11 Sale by Udayan Mondal & Goutam Mondal to the present owner, Sanjay
Saraf (H.U.F.): The said Udayan Mondal & Goutam Mondal jointly sold,
transferred and conveyed the aforesaid aggregated land measuring 6 (Six)

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Cottahs 8 (Eight) Chittacks 14 (Fourteen) sq.ft. more or less in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas, to the present owner, Sanjay Saraf (H.U.F.), 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. I, Volume No. 61, Pages 119 to 136, being Deed No. 01746 for the year 2004.

- 5.1.12 Record in L.R. Settlement: After purchasing the same, the said Sanjay Saraf (H.U.F.) recorded their name in the record of the L.R. Settlement in L.R. Khatian No. 1657 in respect of 11 decimals of land (having share 0.0318 out of 339 decimals of land in R.S./L.R. Dag No. 140).
- Absolute Gwnership of Sanjay Saraf (H.U.F.): Thus on the basis of the aforesaid deed, the said Sanjay Saraf (H.U.F.) became the absolute owner of ALL THAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs 8 (Eight) Chittacks 14 (Fourteen) sq.ft. more or less 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. 1657, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas being part of the land described in the First Schedule hereinafter written. The total land is described in the First Schedule and Said Property/Sold Property is morefully described in the Second Schedule hereunder written.
 - Desire of Sale by Sanjay Saraf (H.U.F.) to the present Purchaser: The said Sanjay Saraf (H.U.F.) decides to sell ALL THAT piece and parcel of total aggregated Sali land measuring 0 (Zero) Cottah 8 (Eight) Chittacks 14 (Fourteen) sq.ft. be the same a little more or less out of 6 (Six) Cottahs 8 (Eight) Chittacks 14 (Fourteen) sq.ft. more or less, lying

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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. 1657, 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 SAID PROPERTY to the present Purchaser, at a total consideration of Rs. 6,01,738.00 (Rupees Six Lakhs One Thousand Seven Hundred Thirty Eight) only. Out of which Rs. 4,45,905.00 (Rupees Four Lakhs Forty Five Thousand Nine Hundred Five) only will be paid to the owner, Sanjay Saraf (H.U.F.) and Rs. 1,55,833.00 (Rupees One Lakhs Fifty Five Eight Hundred Thirty Three) only will be paid to the Confirming Party, M/s. Moonstone Enterprise Pvt. Ltd.

- 5.1.15 Acceptance by Purchaser: The Purchaser herein has accepted the aforesaid proposal and agreed to purchase the SAID PROPERTY at an agreed consideration of Rs. 6,01,738.00 (Rupees Six Lakhs One Thousand Seven Hundred Thirty Eight) only.
- 5.1.16 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.
- 5.1.17 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.

Representations and Covenants regarding Encumbrances: The Vendor represents and covenants regarding encumbrances as follows:

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- 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.
- 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.
 - 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.

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- 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 :
 - Agreement to Sell and Purchase: The Purchaser has approached the Vendor and offered to buy the Said Property to the Purchaser and the Purchaser based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above and upon satisfaction of the right, title and interest of the said vendor by the Purchaser has agreed to purchase the Said Property from the Vendor.
 - 6.2 Confirming Party: The Confirming Party being the Developer of the entire project comprising and consisting of Schedule A land incurred financial expenses by dint of which, it had a charge on the Schedule B

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land (which is a Part of Schedule A Land) and it is due to such charge on the Property and amount of Rs. 1,55,833.00 (Rupees One Lakhs Fifty Five Eight Hundred Thirty Three) only is paid by the Purchaser to the Confriming Party, and in lieu of such the Confirming Party unqualifiedly surrenders, relinquishes, discharges all its right, title, interest and privileges over, on and in respect of the Schedule B Land.

7. Transfer:

- 7.1 Hereby Made: The Vendor and the Confirming Party hereby sell, convey and transfer to the Purchaser the entirety of their right, title, privilege and interest of whatsoever or howsoever nature in the SAID PROPERTY morefully describeed in the Second Schedule hereinafter written, free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory, prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities.
 - Consideration: The aforesaid transfer is being made in consideration of a total sum of Rs. 6,01,738:00 (Rupces Six Lakhs One Thousand Seven Hundred Thirty Eight) only paid by the Purchaser to the Vendor and the Confirming Party, receipt of which the Vendor and the Confirming Party hereby and by the Memo and Receipt hereunder written unqualifiedly admit and acknowledge.

8. Terms of Transfer:

- 8.1 Salient Terms: The transfer being effected by this Conveyance is:
- 8.1.1 Sale: A sale within the meaning of the Transfer of Property Act, 1882.
- 8.1.2 Absolute: Absolute, irreversible and perpetual.
- 8.1.3 Together with All Other Appurtenances: Together with all other rights the Vendor has in the Said Property and all other appurtenances

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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:
- Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser being satisfied about the right, title and interest of the vendor and further on such express indemnification by the vendor about the correctness of the vendor's title and the representations and authority to sell.
- 8.2.2 Transfer of Property Act: All obligations and duties of Vendor and Purchaser and Confirming Parties as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.3 Delivery of Possession: Physical (Khas), vacant and peaceful possession of the Said Property has been handed over by the vendor to the Purchaser, which the Purchaser admit, acknowledge and accept.
- 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:
- 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

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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.
- No Objection to Mutation: The vendor and the confirming party declare that the Purchaser can fully be entitled to mutate its names in all records of the concerned authority including Rajarhat Gopalpur Municipality and to pay tax or taxes and all other impositions in its own names. The vendor and the confirming party undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Property in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.
- 8.8 Further Acts: The vendor and the confirming party hereby covenant that the vendors or any person claiming under them, shall and will from time to time and at all times hereafter at cost of the Purchaser, unon 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.

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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.

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THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

[SUBJECT MATTER OF SALE]

Cottah 8 (Eight) Chittacks 14 (Fourteen) 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. 1657, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas being part of the land morefully described in the First Schedule hereinabove written.

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

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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. Sn Mohinailin Alund Sanjan of Mishmubur 2. Buson all Sanjay Sa

RD-21Rowhunouthouse UOL 59

Sanjay Saraf (H.U.F.)

Represented by its Karta

Sanjay Saraf

Owner / Vendor

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.

Rajendra Kummer Jahn

Rajendra Kumar Jain

Director of

M/s. Biostar Vanijya Pvt. Ltd.

Purchaser

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

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MEMO OF CONSIDERATION

Received Rs. 4,45,905.00 (Rupces Four Lakhs Forty Five Thousand Nine Hundred Five) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

Cheque No.

Date

23-7-2010

Bank & Branch

HDFE BONK

Issued By

Amoun

4.45.905/

Sanger Sona f

Witnesses:-

1. Su mohinadi Ahmed.

2. O. vroval

Sanjay Saraf (H.U.F.)
Represented by its Karta
Sanjay Saraf
Owner / Vendor

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Received Rs. 1,55,833.00 (Rupees One Lakh Fifty Five Thousand Eight Hundred Thirty Three) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

Cheque No.

Date

Bank & Branch

Issued Py

Amount

\$51606

23-7-200

H.D.Fe Bake

1,55.833 }

Witnesses :-

1. M nohinddi Almed

2. D. wordal

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

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

UNDER RULE 44Å OF THE LR. ACT 1908 N.B.- L.H. BOX-SMALL TO THUMB PRINTS R.H. (CX.) THE MAR TO SMALL I RINTS

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SITE PLAN OF SALI LAND MEASURING 203 COTTAHS MORE OR LESS COMPRISED IN R.S. DAGNO, 140 UNDER S. KHATIAN NO. 129, R.S. KHATIAN NO. 90, L.R. KHATIAN NOS. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1640, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1663, 1664, 1665, 1666, 1674, 1675, 1676, 1763, 1764, 1765, 1766, LYINGAND SETUATED AT MOUZA-ATCHARA, 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, LVING 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 LOCALLIMIT OF RAJARHAT GOPAL PURMUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT D COTTAIN & CHITTACKS 14 SQ.FT. MORE OR LESS COMPRISED IN P.S. DAGNO, 140 NORTH 24 PARGANAS.

UNDER L.R. KHATIAN NO. 1657 LYING AND SITUATED AT MOUZA-ATGHARA, BEING SOLD AREA:

PART OF THE AFORESAID TOTAL LAND.

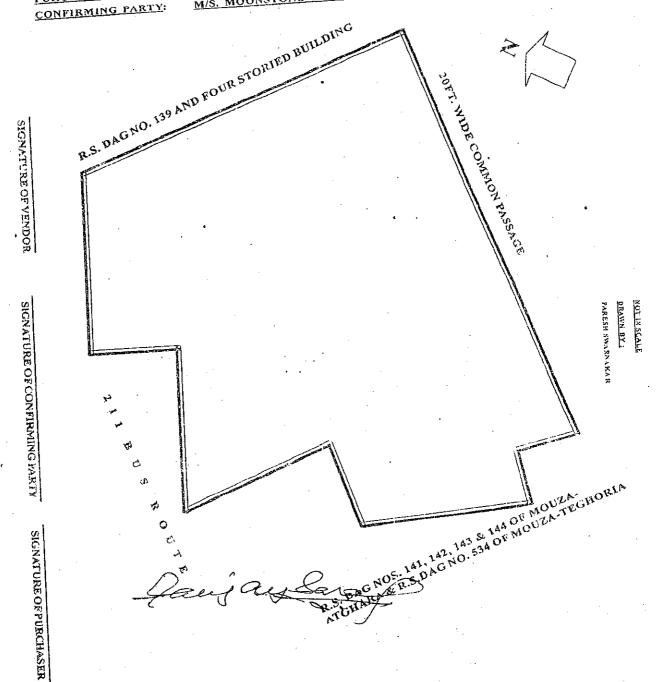
VENDOR

SANJAY SARAF (H.U.F.)

PURCHASER

M/S. BIOSTAR VANLIYA PVT. LTD.

M/S. MOONSTONE ENTERPRISE PVT. LTD.



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

Endorsement For Deed Number: 1 - 07614 of 2010 (Serial No. 07519 of 2010)

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

Presented for registration at 22.52 hrs on :23/07/2010, at the Private residence by Rajendra Kr Jain

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

Execution is admitted on 23/07/2010 by

- Karta, Sanjay Saraf (H U F), 5 Kabir Rd, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, Sanjay Saraf WEST BENGAL, India, P.O :- Pin :-700026.
- , By Profession : Others Director, M /s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, Kolkata, Thana:-Tollygunge, District:-South Sanjay Saraf 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700026. , By Profession : Others
- Director, M /s Biostar Vanijya Pvt Ltd, 32 Ezra St Room No 202, Kolkata, District:-Kolkata, WEST 3. Rajendra Kr Jain BENGAL, India, P.O.: - Pin: -700001. , By Profession : Others

Identified By Sk Mohiuddin Ahmed, son of Sk Md Ali, Bishnupur, District:-North 24-Parganas, WEST BENGAL, India, P.O.:-, By Caste: Muslim, By Profession: Business.

(Rajendra Prasad Upadhyay) ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

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

Payment of Fees:

Fee Paid in rupees under article: A(1) = 6611/-, E = 14/- on 26/07/2010

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-601738/-

Certified that the required stamp duty of this document is Rs.- 36124 /- and the Stamp duty paid as: Impresive Rs.- 1000 istrict Sur

Deficit stamp

Addl Dis Bidhan N

(Rajendra Prasad Upadhyay) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 1 of 2

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Government Of West Bengal

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

Endorsement For Deed Number: I - 07614 of 2010

(Serial No. 07519 of 2010)

Deficit stamp duty Rs. 35130/- is paid84566823/07/2010State Bank of India, PARK STREET, received on 26/07/2010

(Rajendra Prasad Upadhyay) ADDITIONAL DISTRICT SUB-REGISTRAR



Add District Bidhan Nagar

(Rajendra Prasad Upadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 2 of 2

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Certificate of Registration under section 60 and Rule 69.

Registered in Book -1 CD Volume number 13 Page from 945 to 969 being No 07614 for the year 2010.



(Rajendra Brasad Upadhyay) 27-July-2010 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal

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DEED OF CONVEYANCE

DAY OF

BETWEEN

Sanjay Saraf (H.U.F.) Owner / Vendor

M/s. Biostar Vanijya Pvt. Ltd. Purchaser

M/s. Moonstone Enterprise Pvt. Ltd. Confirming Party

Drafted By

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

Composed By

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