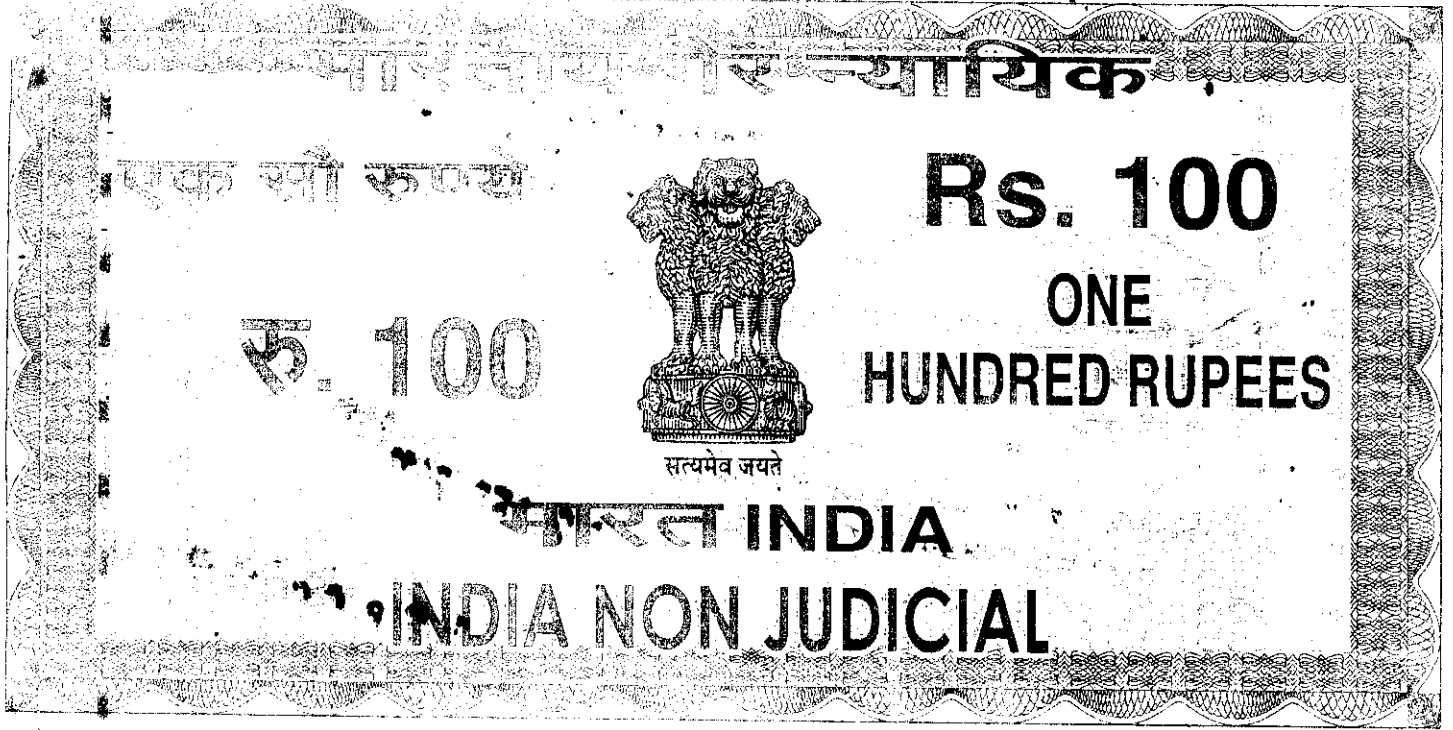


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K 409638

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

DEED OF CONVEYANCE

1. Date : 31st day of October 2011
2. Place : Kolkata
3. Parties :
 - 3.1 RAHUL KHAITAN [PAN NO. ALKPK8267G], son of Pawan Khaitan, by faith -

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

1 NOV 2011

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সাল 26 SEP 2011
তার নং 1128

PINAKI CHATTOPADHYAY
Advocate
Judge's Court, Barasat

ক্রমিক নাম
সাকিন
মূল্য 100/-
ভেদারের নাম me Indrem only

ক্রমিক অফিস বারাসাত
ক্রমিক মূল্য
তারিখ
হাবড়া এ.ডি.এস.আর অফিস, জেলা-উত্তর ২৪ পরগনা
ভেদারের নাম স্বপা ঘোষ

12 SEP 2011

Rs 28000

Brightstar Commercial Pvt. Ltd.

(Patipam Prasad)

Authorized Signatory

v.e.s
8668

Patipam Prasad

(Patipam Prasad)

v.e.s
8677

Patipam Prasad

Patipam Prasad

v.e.s
8680



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

S/O Mohiuddin Ahmed
S/O Md Ali
G. Bishnupur, Rajshahi
Ref 135
Busmen

Patipam Prasad

31 OCT 2011

Hindu, by occupation - Business, by nationality - Indian, residing at 84/5D, Block-E, New Alipore, Kolkata - 700 053, 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 **BRIGHTSTAR COMMODEAL PVT. LTD. [PAN NO. AAECB2203R]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at ^{62A/5 J.N. Mukherjee} ~~S, Kabir Road, P.S. Road, Halapukur, Howrah - 711 06.~~ Tollygunge, Kolkata - ~~700 026~~, West Bengal, represented by its Director, **PATIRAM PRASAD**, son of Rupnarayan Prasad.

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.



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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 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 **5 (Five) Cottahs 1 (One) Chittack 42 (Forty Two) sq.ft. be the same a little more or less** being undivided part of the land as 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. 1190 corresponding to L.R. Khatian No. 1635 corresponding to L.R. Khatian No. 1655, 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 Second 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.

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- 5.1.1 **Absolute Ownership of Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul** : One Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul were the absolute joint owners in respect of land measuring about 10 Bighas and 6 Cottahs more or less, lying and situated in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.
- 5.1.2 **Plotting by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul** : The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul plotted 10 Bighas more or less of land into 26 separate and independent plots & private passage, and the said plots were numbered and marked as Plot Nos. 4 to 29 in the manner as shown in the plan 'X' annexed therewith and herewith, and private passage admeasuring about 37 Cottah more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots and the said private passage comprising of Sali land was exclusively owned and possessed by the owners of Plot Nos. 4 to 29 [And not by any other Plot owners] and such was also shown in the Plan 'X' annexed thereto. The total land is morefully described in the First Schedule hereunder written.
- 5.1.3 **Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Niharendu 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. 8, consisting 7 (Seven) Cottahs of land, together with proportionate undivided share of private passage measuring 1 (One) Cottah 9 (Nine) Chittacks 30 (Thirty) sq.ft. in total **8 (Eight) Cottahs 9 (Nine) Chittacks 30 (Thirty) sq.ft. more or less of land** comprised in portion of R.S. Dag



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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 Niharendu 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, being Deed No. 7432 for the year 1965.

- 5.1.4 **Sale by Niharendu Manna to Madan Mohan Das :** The said Niharendu Manna sold, transferred and conveyed the aforesaid Plot No. 8, together with proportionate undivided share of private passage, 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. I, being Deed No. 1265 for the year 1979.
- 5.1.5 **Plotting by Madan Mohan Das :** The said Madan Mohan Das plotted the aforesaid land into two equal plots being western and eastern portion of the said plot no. 8.
- 5.1.6 **Sale by Madan Mohan Das to Narayan Kumar Bhattacharya and Bimal Biswas :** The said Madan Mohan Das sold, transferred and conveyed western and eastern portion of the said Plot No. 8, together with proportionate undivided share of private passage, to one Narayan Kumar Bhattacharya and Bimal Biswas, by the strength of two separate Registered Deeds of Conveyance, both registered on 13.01.1989, both in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 181 for the year 1989 and Deed No. 183 for the year 1989 respectively.
- 5.1.7 **Absolute Ownership of Narayan Kumar Bhattacharya :** Thus the said Narayan Kumar Bhattacharya on the basis of the aforesaid deed, became the absolute owner of ALL THAT piece and parcel of land measuring 3 (Three) Cottahs 8 (Eight) Chittacks being Eastern Portion of the said Plot No. 8,



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together with proportionate undivided share of private passage measuring 0 (Zero) Cottah 12 (Twelve) Chittacks 34 (Thirty Four) sq.ft., **in total 4 (Four) Cottahs 4 (Four) Chittacks 34 (Thirty Four) sq.ft.**, comprised in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1190, 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.

5.1.8 **Sale by Narayan Kumar Bhattacharya to the present owner, Rahul Khaitan** : The said Narayan Kumar Bhattacharya sold, transferred the aforesaid **ALL THAT** piece and parcel of total aggregated Sali land measuring **4 (Four) Cottahs 4 (Four) Chittacks 34 (Thirty Four) sq.ft. be the same a little more or less** being Eastern Portion of the said Plot No. 8, together with proportionate undivided share of private passage, lying and situated at **Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat,** comprised in **R.S. Dag No. 140,** under C.S. Khatian No. 120, **R.S. Khatian No. 90,** L.R. Khatian No. 1190, in the District North 24 Parganas, by the strength of a Registered Deed of Conveyance, registered on 20.11.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 196, Pages 1 to 21, being Deed No. 03332 for the year 2004.

5.1.9 **Again 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, again sold, transferred and conveyed Plot No. 5, consisting 6 (Six) Cottahs 10 (Ten) Chittack 30 (Thirty) sq.ft. together with proportionate undivided share of private passage measuring 1 (One) Cottah 8 (Eight) Chittacks 10 (Ten) sq.ft. **in total 8 (Eight) Cottahs 2 (Two) Chittacks 40 (Forty) sq.ft. of land** comprised in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza -

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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. I, Volume No. 104, Pages 170 to 176, being Deed No. 7427 for the year 1965.

5.1.10 **Sale by Subhendu Manna to Madan Mohan Das :** The said Subhendu Manna sold, transferred and conveyed the aforesaid plot No. 5, together with proportionate undivided share of private passage, 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. I, Volume No. 23, Pages 187 to 194, being Deed No. 1264 for the year 1979.

5.1.11 **Sale by Madan Mohan Das to Jayanta Kumar De :** The said Madan Mohan Das sold, transferred and conveyed the aforesaid plot No. 5, together with proportionate undivided share of private passage, to one Jayanta Kumar De, son of Debkantha De, by the strength of a Registered Deed of Conveyance, registered on 13.01.1989, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 182 for the year 1989.

5.1.12 **Sale by Jayanta Kumar De to Rahul Khaitan, Arvind Jain & Manoj Chhawchharia :** The said Jayanta Kumar De sold, transferred and conveyed

Plot No. 5 (Part), consisting 0 (Zero) Cottah 3 (Three) Chittacks 38 (Thirty Eight) sq.ft. of land together with proportionate undivided share of private passage measuring 39 (Thirty Nine) sq.ft. in total 0 (Zero) Cottah 4 (Four) Chittacks 32 (Thirty Two) sq.ft. of land, out of his possession, to one Rahul Khaitan, present owner herein, and also



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Plot No. 5 (Part), consisting 0 (Zero) Cottah 7 (Seven) Chittacks 26 (Twenty Six) sq.ft. of land together with proportionate undivided share of private passage measuring 0 (Zero) Cottah 1 (One) Chittack 33 (Thirty Three) sq.ft. **in total 0 (Zero) Cottah 9 (Nine) Chittacks 14 (Fourteen) sq.ft. of land**, out of his possession, to one **Arvind Jain**, and also

Plot No. 5 (Part), consisting 0 (Zero) Cottah 6 (Six) Chittacks 40 (Forty) sq.ft. of land together with proportionate undivided share of private passage measuring 0 (Zero) Cottah 1 (One) Chittack 26 (Twenty Six) sq.ft. **in total 0 (Zero) Cottah 8 (Eight) Chittacks 21 (Twenty One) sq.ft. of land**, out of his possession, to one **Manoj Chhawchharia**,

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, 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. I, Volume No. 37, Pages 246 to 270, being Deed No. 00581 for the year 2006.

5.1.13 **Record by Manoj Chhawchharia** : The said Manoj Chhawchharia recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1635 in respect of aforesaid land.

5.1.14 **Sale by Manoj Chhawchharia to the present owner, Rahul Khaitan** : The said Manoj Chhawchharia sold, transferred and conveyed the aforesaid Plot No. 5 (Part), consisting 0 (Zero) Cottah 6 (Six) Chittacks 40 (Forty) sq.ft. of land together with proportionate undivided share of private passage measuring 0 (Zero) Cottah 1 (One) Chittack 26 (Twenty Six) sq.ft. **in total 0 (Zero) Cottah 8 (Eight) Chittacks 21 (Twenty One) sq.ft. of land** comprised



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in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1635, 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, Rahul Khaitan, by the strength of a Registered Deed of Conveyance, registered on 07.04.2008, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 5, Pages 433 to 447, being Deed No. 04639 for the year 2008.

- 5.1.15 **Record in L.R. Settlement by Rahul Khaitan :** After purchasing the same, the said Rahul Khaitan recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1655 in respect of 09 decimals of land (having share 0.0265 out of 339 decimals of land in R.S./L.R. Dag No. 140).
- 5.1.16 **Absolute Ownership of Rahul Khaitan :** Thus the said Rahul Khaitan on the basis of the aforesaid three Deeds bearing Nos. 03332 for the year 2004, 00581 for the year 2006 and 04639 for the year 2008, became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring **5 (Five) Cottahs 1 (One) Chittack 42 (Forty Two) 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. 1190 corresponding to L.R. Khatian No. 1635 corresponding to L.R. Khatian No. 1655, 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 total land as described in the First Schedule hereinafter written [**SAID PROPERTY**].
- 5.1.11 **Desire of Sale by Rahul Khaitan to the present Purchaser :** The said **Rahul Khaitan** decides to sell the **SAID PROPERTY**, morefully described in the Second Schedule hereunder written, being part of the total land as described



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in the First Schedule hereunder written, to the present Purchaser, at a total consideration of **Rs. 66,57,083.00 (Rupees Sixty Six Lakhs Fifty Seven Thousand Eighty Three) only**. Out of which Rs. 45,14,322.00 (Rupees Forty Five Lakhs Fourteen Thousand Three Hundred Twenty Two) only will be paid to the owner, Rahul Khaitan, and Rs. 21,42,761.00 (Rupees Twenty One Lakhs Forty Two Thousand Seven Hundred Sixty One) 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 **Said Property/Sold Property** is morefully described in the Second Schedule hereunder written. A Plan of the total First Schedule land is attached herewith and will be treated as part and parcel of this present Deed.

- 5.1.11 **Acceptance by Purchaser** : The Purchaser herein has/have accepted the aforesaid proposal and agreed to purchase the **SAID PROPERTY** morefully described in the Second Schedule hereunder written, at an agreed consideration of **Rs. 66,57,083.00 (Rupees Sixty Six Lakhs Fifty Seven Thousand Eighty Three) only**.
- 5.1.12 **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.
- 5.1.13 **True and Correct Representations** : The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 5.2 **Representations and Covenants regarding Encumbrances** : The Vendor represents and covenants regarding encumbrances as follows :



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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.
- 5.2.2 **No Excess Land** : The Vendor does not hold any excess vacant land under the urban land (Ceiling and Regulation) Act, 1976 or any excess land under the West Bengal Land Reforms Act, 1955.
- 5.2.3 **No Encumbrance by Act of Vendor** : The Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title.
- 5.2.4 **Right, Power and Authority to Sell** : The Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchaser.
- 5.2.5 **No Dues** : No tax in respect of the Said Property is due to the Rajarhat Gopalpur Municipality and / or any other authority or authorities and no Certificate Case is pending for realisation of any taxes from the Vendor.
- 5.2.6 **No Right of Preemption** : No person or persons whatsoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 **No Mortgage** : No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.



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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 :**

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 Schedule land (which is a Part of First Schedule Land) and it is due to such charge on the



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Property and amount of Rs. 21,42,761.00 (Rupees Twenty One Lakhs Forty Two Thousand Seven Hundred Sixty One) 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 Schedule Land.

7. **Transfer :**

7.1 **Hereby Made :** The Vendor and the Confirming Party hereby sell, convey and transfer to the Purchaser the entirety of their right, title, privileges and interest of whatsoever or howsoever nature in the **SAID PROPERTY** morefully described in the Third Schedule hereinafter written, free from all encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory, prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities.

7.2 **Consideration :** The aforesaid transfer is being made in consideration of a sum of Rs. 66,57,083.00 (Rupees Sixty Six Lakhs Fifty Seven Thousand Eighty Three) 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.



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- 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



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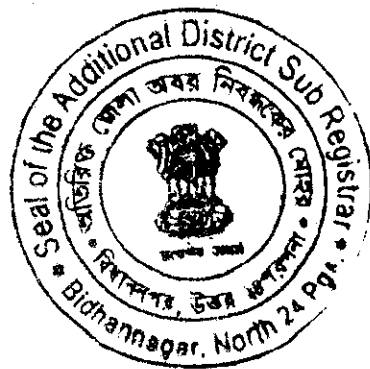
time and at all times hereafter at cost of the purchaser, upon every request of the purchaser and / or its/their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Total Land]

ALL THAT piece and parcel of total aggregated Sali land measuring 203 Cottahs 12 Chittacks be the same a little more or less, lying and situated at **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 140**, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian Nos. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1674, 1675, 1676, 1763, 1764, 1765, 1766, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, and also Sali land measuring 3 (Three) Cottahs 8 (Eight) Chittacks more or less, lying and situated at **Mouza - Teghoria**, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in **R.S. Dag No. 534**, under R.S. Khatian No. 53, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas. A Plan of the total land is attached herewith, and butted and bounded as follows :-

ON THE NORTH : R.S. Dag No. 139 and Four Storied Building.
 ON THE SOUTH : R.S. Dag Nos. 141, 142, 143 & 144 of
 Mouza - Atghara and R.S. Dag No. 534 of
 Mouza - Teghoria.
 ON THE EAST : 20 ft. Wide Common Private passage.
 ON THE WEST : 211 Bus Route.



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

31 OCT 2011

THE SECOND SCHEDULE ABOVE REFERRED TO

[SOLD PROPERTY / SAID PROPERTY]

ALL THAT piece and parcel of Sali land measuring **5 (Five) Cottahs 1 (One) Chittack 42 (Forty Two) sq.ft. be the same a little more or less** being undivided part of the land as 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. 1190 corresponding to L.R. Khatian No. 1635 corresponding to L.R. Khatian No. 1655, 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 Schedule hereinabove written.

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



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

31 OCT 2011

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of :

1. *Sri Mahadev Chandra*
870 SW 11th Ave
11. Biswanath Rajahat
1101-115

2. *Bimala*
Bimala
RD-21 RAGHUNATHPUR
KOL 59

Rahul Khaitan
Rahul Khaitan
Owner / Vendor

Patiram Prasad
Patiram Prasad
Director of
Brightstar Commodeal 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
Paresh Swarnakar,
14/B, Jessore Road,
Kolkata - 700 028.

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

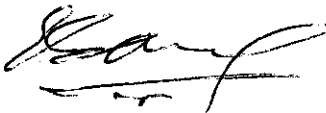


Addl. District Sub-Registrar
Biddhannagar, (Salt Lake City)

31 OCT 2011

MEMO OF CONSIDERATION

Received Rs. 45,14,322.00 (Rupees Forty Five Lakhs Fourteen Thousand Three Hundred Twenty Two) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named purchaser.

<u>Ch. No.</u>	<u>Bank</u>	<u>Amount</u>	<u>Date</u>
421 804	Punjab National Bank, Shakespear Sarani Br.	Rs. 4514 322.00	31.10.2011
			

Witnesses :-

1. *Sh. Mohinuddin Ahmed*

2. *B. Urool*


Rahul Khaitan

Owner / Vendor

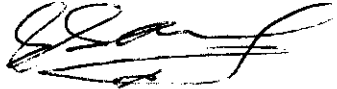


Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

31 OCT 2011

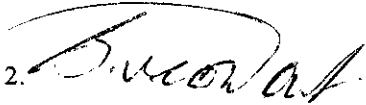
20

Received Rs. 21,42,761.00 (Rupees Twenty One Lakhs Forty Two Thousand Seven Hundred Sixty One) as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named purchaser.

<u>Ch. No</u>	<u>Bank</u>	<u>Amount</u>	<u>Date</u>
421805	Punjab National Bank, Shakespear Sarovari Br.	Rs. 2142761	31.10.2017
			

Witnesses :-

1. Sh. Mohamud Ali Ahmed

2. 

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



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

31 OCT 2011

SITE PLAN OF SALI LAND MEASURING 203 COTTAHS MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER C.S. KHATIAN NO. 120, R.S. KHATIAN NO. 90, L.R. KHATIAN NOS. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1674, 1675, 1676, 1763, 1764, 1765, 1766, LYING AND SITUATED AT MOUZA-ATGHARA, J.L. NO. 10, RE. SA. NO. 133, TOUZI NO. 172 AND ALSO SALI LAND MEASURING 3 COTTAHS 8 CHITTACKS MORE OR LESS COMPRISED IN R.S. DAG NO. 534, UNDER R.S. KHATIAN NO. 53, LYING AND SITUATED AT MOUZA-TEGHORIA, J.L. NO. 9, P.S. RAJARHAT PRESENTLY BAGUIATI, A.D.S.R.O. BIDHANNAGAR, SALT LAKE CITY, WITHIN THE LOCAL LIMIT OF RAJARHAT GOPALPUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT NORTH 24 PARGANAS.

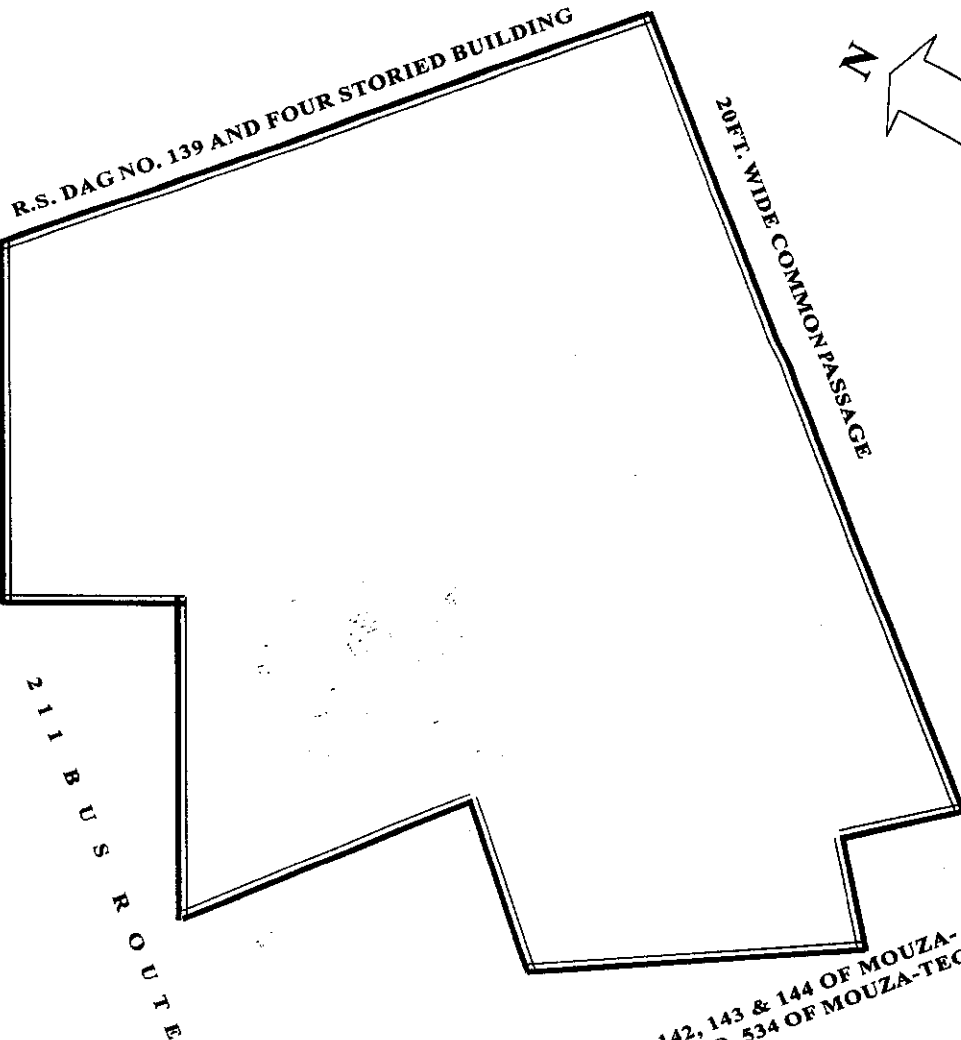
SOLD AREA : 5 COTTAHS 1 CHITTACK 42 SQ.FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1190 CORRESPONDING TO L.R. KHATIAN NO. 1635 CORRESPONDING TO L.R. KHATIAN NO. 1655, LYING AND SITUATED AT MOUZA-ATGHARA.

VENDOR : RAHUL KHAITAN
PURCHASER : BRIGHTSTAR COMMDEAL PVT. LTD.
CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER



NOT IN SCALE
DRAWN BY:
PARISH SWARNAKAR

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



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

31 OCT 2011



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

Endorsement For Deed Number : I - 12410 of 2011
(Serial No. 13271 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 20.25 hrs on :31/10/2011, at the Private residence by Patiram Prasad
Claimant.

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

Execution is admitted on 31/10/2011 by

1. Rahul Khaitan, son of Pawan Khaitan , New Alipore, District:-Kolkata, WEST BENGAL, India. P.O. :-
Pin :-700053 , By Caste Hindu, By Profession : Business
2. Sanjay Saraf
Director, M /s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, District:-Kolkata, WEST BENGAL, India. P O
:- Pin :-700026 .
, By Profession : Business
3. Patiram Prasad
Director, Brightstar Commodeal Pvt Ltd, 62 A /5 J N Mukherjee Rd, District:-Howrah, WEST BENGAL,
India, P.O. :- Pin :-711106 .
, By Profession : Others

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

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 01/11/2011

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23,4,53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms
Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 96803/-, on 01/11/2011

(Under Article : A(1) = 96789/- ,E = 14/- on 01/11/2011)

Certificate of Market Value(WB PUVA Rules of 1962)

Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-6657083/-



11/11/2011
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)
(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 12410 of 2011
(Serial No. 13271 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 20.25 hrs on 31/10/2011, at the Private residence by Patiram Prasad, Claimant.

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

Execution is admitted on 31/10/2011 by

1. Rahul Khaitan, son of Pawan Khaitan , New Alipore, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700053 , By Caste Hindu, By Profession : Business
 2. Sanjay Saraf
Director, M /s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, District:-Kolkata, WEST BENGAL, India, P.O :- Pin :-700026 .
, By Profession : Business
 3. Patiram Prasad
Director, Brightstar Commodeal Pvt Ltd, 62 A /5 J N Mukherjee Rd, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711106 .
, By Profession : Others
- Identified By Sk Ahmed, son of Sk Md Ali, Bishnupur, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste: Muslim, By Profession: Business.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 01/11/2011

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4,53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 96803/-, on 01/11/2011

(Under Article : A(1) = 96789/- ,E = 14/- on 01/11/2011)

Certificate of Market Value(WB PUVI)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-6657083/-



ADDL. District Sub-Registrar
Bidhannagar, (Salt Lake City)
(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

01/11/2011 15:08:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 12410 of 2011
(Serial No. 13271 of 2011)

Certified that the required stamp duty of this document is Rs.- 466017 /- and the Stamp duty paid as.
Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 466000/- is paid, by the draft number 707206, Draft Date 31/10/2011, Bank
Name State Bank of India, PARK STREET, received on 01/11/2011

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



1 NOV 2011

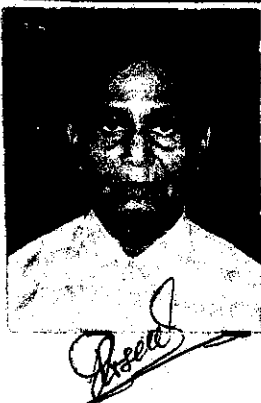




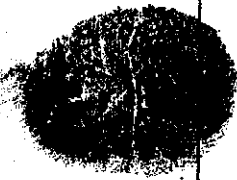



ADDL. District Sub-Registrar
Bidhannagar, (Salt Lake City)
(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

01/11/2011 15:08:00

EndorsementPage 2 of 2








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.				






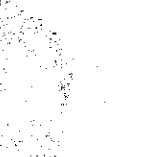


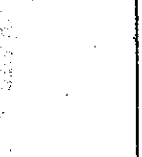
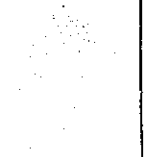
ATTESTED :-

Signature

	LH.					
	RH.					

ATTESTED :-

Signature

	LH.					
	RH.					

ATTESTED :-

Signature

	LH.					
	RH.					

ATTESTED :-


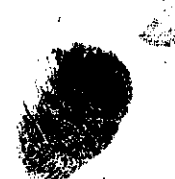

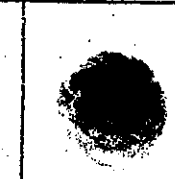









Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

31 OCT 2011


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



	LH.					
	RH.					

ATTESTED :-



	LH.					
	RH.					

ATTESTED :-

	LH.					
	RH.					

ATTESTED :-

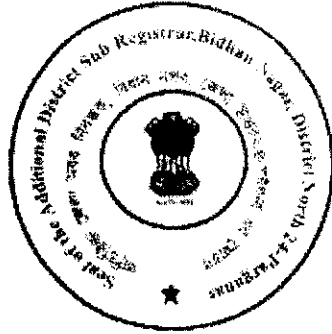



Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

31 OCT 2011

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 14125 to 14150
being No 12410 for the year 2011.




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

DATED THE DAY OF 2011

DEED OF CONVEYANCE

BETWEEN

Rahul Khaitan

Owner / Vendor

Brightstar Commodeal 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