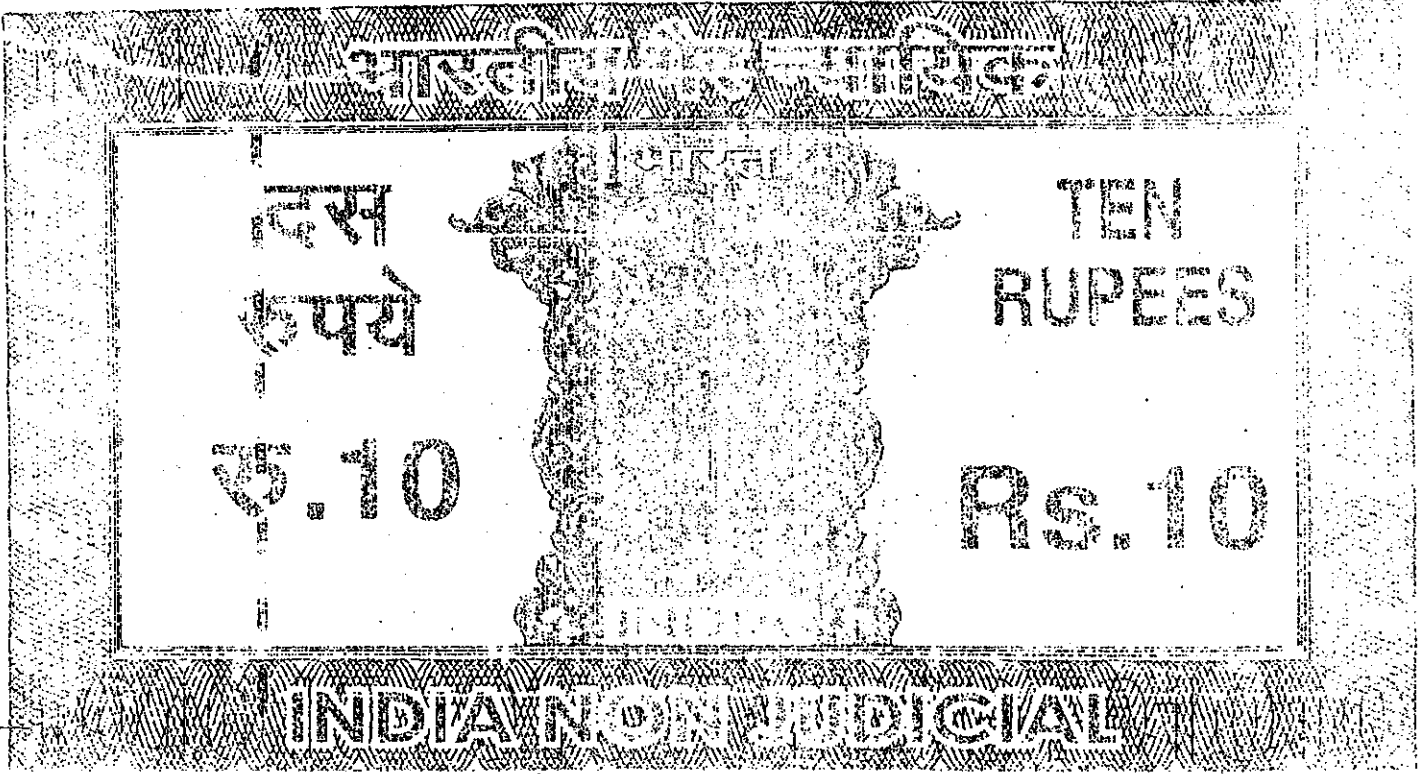


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2-9-10
Bihar District Sub-Registrar
Bihari Nagar (Salt Lake City)

11/27/2010

Handwritten notes and signatures, including the number '00' and '2010'.

174 JUL 2010

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MATTOMAY, INDIA

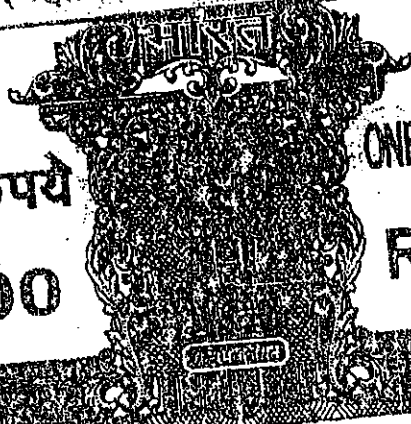
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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये
रु. 1000

ONE THOUSAND RUPEES
Rs. 1000



C 5/8439

पश्चिम बंगाल WEST BENGAL

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

[Signature]
Addl. District Sub-Registrar
Ulshan Nagar (Salt Lake City).

26 JUL 2013

DEED OF CONVEYANCE

1. Date: 23rd July 2013

2. Place: Kolkata

3. Parties:

3.1. SANJAY SARAF (H.C.C.)

[PAN NO. AAGHS5213A]

represented by his son

Continued

[Handwritten initials]
10/7/13



1952 13/7/10
₹ 1000

জেতার নাম _____
সং _____
জেতার কাম _____
বিধান নগর (সফটওয়্যার সিটি) এ ডি এম নগর ও
বেটি স্ট্যান্ড এর ডায়াল 360000
চালান নং _____ মোট কত টাকা মূল্য _____

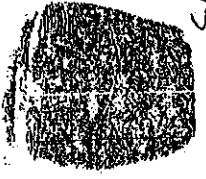
PRANKI CHATTOPADHYAY
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Judge Court, Bishnupur

02 JUL 2010

উজারী বারাকপুর জেতার মিতা দস্ত

360000

Dhruj Suresh



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Dhruj Suresh



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Sanjay Suresh



Shri Mohindar Alud.

Shri Md. Ali

of Bishnupur

Bishnupur

Additional District Sub-Registrar
Bishnupur (Salt Lake City)
23 JUL 2010



SANJAY SARAF, son of Late Radhe Shyam Saraf, of S. 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

1.2 M/S. COMPASS SUPPLIERS PVT. LTD. (PAN NO. AAEECC0298E) a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 99A, Park Street, 5th Floor, Kolkata - 700 017, represented by its Director, Dhruv Kumar Surana, son of Chand Ratan Surana

Hereinafter called and referred to as the "PURCHASER" (which term and/or expression shall unless excluded by or repugnant to the subject of the contract 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

1.3 M/S. MOONSTONE ENTERPRISE PVT. LTD. (PAN NO. AADCM1928R) a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at S. Kabir Road, P.S. Tollygunge, Kolkata - 700 026, represented by its Director, SANJAY SARAF, son of Late Radheshyam Saraf

Continued



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 PARTY.

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 total aggregated Sali land measuring 6 (Six) Cottahs 0 (Zero) Chittack 0 (Zero) 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. 4657, A.D.S. R.O. Bidhanagar, Salt Lake City, within the local limit of Rajarhat Gopaldia 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, Said Property is more fully described in the Second Schedule hereinafter 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 - Alghara, 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. 1 to 26 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. 1 to 26 [And not by any other Plot owners] and such was also shown in the Plan 'X' annexed thereto.
- 5.1.3 **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 Charusita 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. 11, consisting 4 (Four) Cottahs 4 (Four) Chittacks 20 (Twenty) sq.ft. 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., comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Alghara, J.L. No. 10, P.S. Rajarhat, in the District North 24

contd...



Parganas, to one Jugal Kishore 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. 1, Volume No. 105, Pages 147 to 154, being Deed No. 7424 for the year 1965.

5.1.4. 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 and one Charusila Paul, K. J. Kalyan Paul, Radha Charan Paul & Gudi 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. 00, in Manza Alphara, T.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, Shabha Mitra, Kuntala Manna, Kanika Majumder, Renuka Rani Ghosh, Shubendu Manna, Niharendu Manna, Nilima Mondal, Katyam 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. 1, Volume No. 107, Pages 96 to 103, being Deed No. 7430 for the year 1965.

5.1.5. Share of Jugal Kishore Mondal in Plot No. 13 & 29 Together with undivided share in Private passage : Referencing the abovesaid sale, 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 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.

Contd.....



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 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 U.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Alghara, T.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 16.09.1993. 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 **Hriday 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 Jagal Kishore Mondal, since deceased, before the Jd. Court of District Delegate Howrah in Letter of Administration Case No. 130 of 1993, by an order dated 25.09.1996 of the said Jd. 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 13 (Thirteen) Chittacks 20 (Twenty) sq.ft. in total land measuring 5 (Five) Cottahs 4 (Four) Chittacks 5 (Five) sq.ft. more or less, and also

Plot No. 11 & 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. 11 & 29

Undivided share of private passage in respect of Plot Nos. 11 & 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 - Atphara, T.T. No. 10, P.S. Rajahat, 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) 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. 1, Volume No. 61, Pages 119 to 136, being Deed No. 01746 for the year 2002.

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).

5.1.13 **Absolute Ownership 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 - Kakala, 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.

5.1.14 **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 6 (Six) Cottahs 0 (Zero) Chittack 0 (Zero) 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 and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 131, Touzi No. 172, Pargana -

Contd.....9



Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C. 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. 69,50,555.00 (Rupees Sixty Nine Lakhs Fifty Thousand Five Hundred Fifty Five) only. Out of which Rs. 51,50,555.00 (Rupees Fifty One Lakhs Fifty Thousand Five Hundred Fifty Five) only will be paid to the owner, Sanjay Saraf (H.U.F.) and Rs. 18,00,000.00 (Rupees Eighteen Lakhs only) will be paid to the Confirming Party, 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. 69,50,555.00 (Rupees Sixty Nine Lakhs Fifty Thousand Five Hundred Fifty Five) 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.
- 5.2 **Representations and Covenants regarding Encumbrances :** The Vendor represents and covenants regarding encumbrances as follows.
- 5.2.1 **No Acquisition / Requisition :** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not offered 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 and power, absolute authority and indefensible 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 realization 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, debentures, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargainers 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 in 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 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 land (which is a Part of Schedule A Land) and it is due to such charge on the Property and amount of Rs. 18,00,000.00 (Rupees Eighteen Lakhs) only is paid by the Purchaser to the Confirming Party, and in lieu of such the Confirming Party unqualifiedly surrenders, relinquishes,



discharges all its right, title, interest and privileges over, on and in respect of the 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 described in the Second Schedule hereinafter written free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, dispendens, uses, debulters, 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 total sum of Rs. 69,50,555.00 (Rupees Sixty Nine Lakhs Fifty Thousand Five Hundred Fifty Five) 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 including but not limited to customary and other rights of easements for beneficial use of the Said Property, which includes all encumbrances

Continued



non-mutated lands purchased by the Vendor as mentioned in the various sub-clauses of Clause 5 above.

- 8.2 **Subject to :** The transfer being effected by this Conveyance is subject to
 - 8.2.1 **Indemnification :** Indemnification by the Vendor and the Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser being satisfied about the 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.
 - 8.4 **Outgoings :** All statutory revenue, cess, taxes, surcharge, outgoings and levies of or on the Said Property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendor, with regard to which the Vendor hereby agrees to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
 - 8.5 **Holding Possession :** The Vendor and the Confirming Party hereby covenant that the Purchaser and its director, executors, administrators, nominees, successors in office representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Property and every part thereof and receive rents, issues and profits thereof and all

Continued



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 evasion, 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 names in all records of the concerned authority including Rajahat 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, upon every request of the Purchaser and / or its successor 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

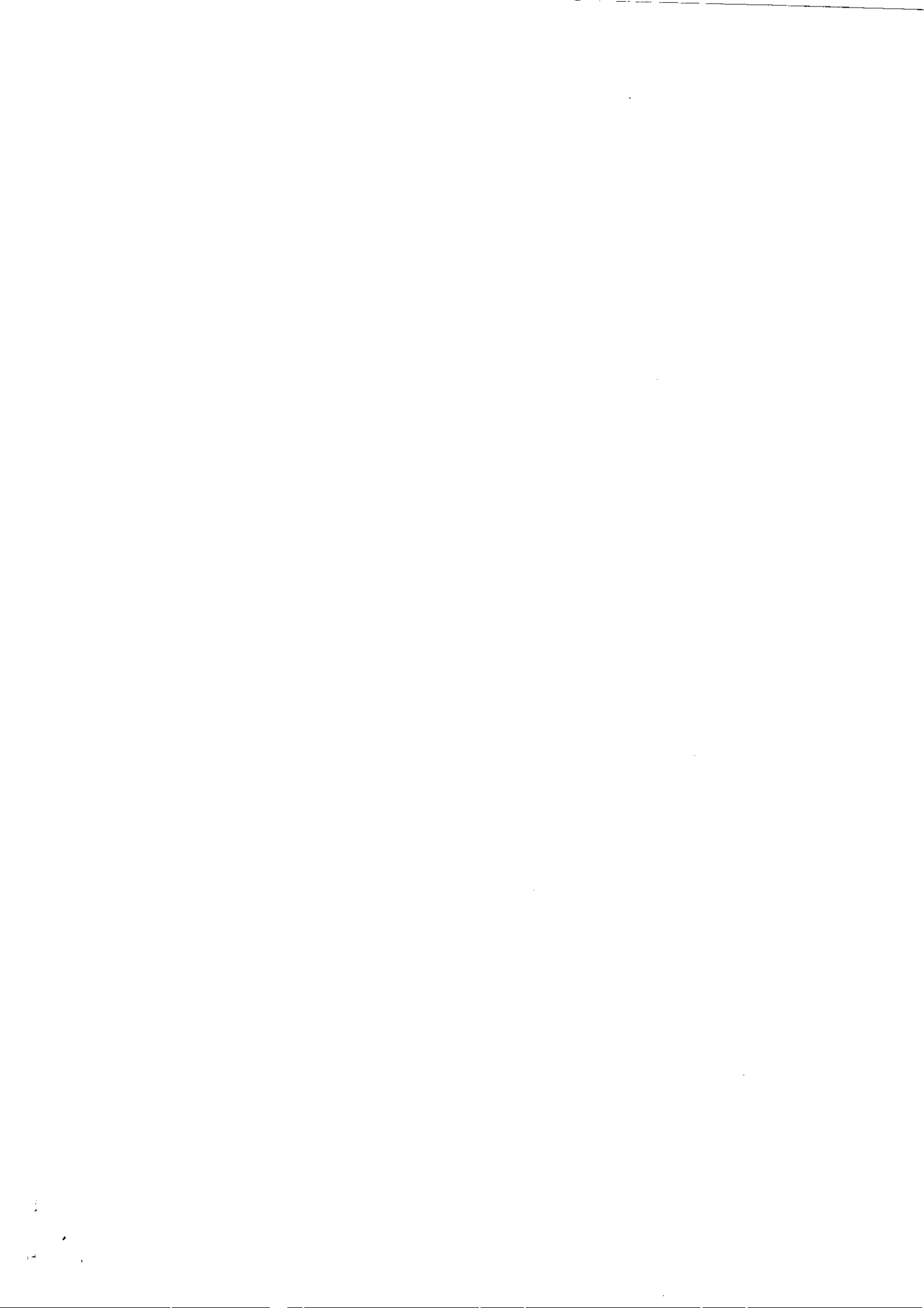
[Description of Total Land]

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 - Aghara, 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. Bidhanagar, 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. Bidhanagar, 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 bounded 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 Aghara 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.....16



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

ALL THAT piece and parcel of total aggregated Sali land measuring 6 (SIX) Cottahs 0 (Zero) Chittack 0 (Zero) sq. ft. more or less more or less lying and situated at Mouza - Alghara, J.L. No. 10, Re. Sa. No. 133, Fonzi No. 172, Pargana Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 170, R.S. Khatian No. 90, L.R. Khatian No. 1657, A.D.S.R.O. Bidhanagar, Sali 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 more fully 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.

(Contd....)



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. SR Mohiuddin Ahmed,
R. Biswas

2. [Signature]

RD-21Rw/11/10/2014
KCL 59

[Signature]
Sanjay Sengupta
Represented by Mr. K.C. Sengupta
Sanjay Sengupta
Owner/Vendor

Drafted By :
[Signature]
For Pipaki Chattopadhyay & Associates,
Solicitor & Advocates,
Saugita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 059.
Ph - 2570 8171.

[Signature]
Dhrati Kumar Sengupta
Director of
M/s. Compass Suppliers Pvt. Ltd.
Purchaser

Composed By :
[Signature]
Paresh Swarnakar,
14/B, Jessore Road,
Kolkata - 700 028.

[Signature]
Sanjay Sengupta
Director of
M/s. Moonstone Enterprise Pvt. Ltd.
Confirming Party



MEMO OF CONSIDERATION

Received Rs. 51,50,555.00 (Rupees Fifty One Lakhs Fifty Thousand Five Hundred Fifty 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.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Issued By</u>	<u>Amount</u>
685109	23-7-2010	HDFC Bank		51,50,555.00

Witnesses :-

1. Shri Mohinuddin Ahmad

Sanjay Saraf (HUF)
Represented by its Karta
Sanjay Saraf
Owner / Vendor

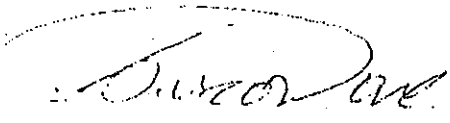


Received Rs. 18,00,000.00 (Rupees Eighteen Lakhs) only as full and final consideration money of the schedule land morefully mentioned in the 'Schedule' Schedule hereinabove written, from the above named Purchaser

<u>Chenge No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Issued By</u>	<u>Amount</u>
685110	23-7-2010	HDFC Bank		18,00,000.00

Witnesses:

1. Mr Mohiuddin Ahmed



Sunny Singh

Director

M/s. Moorstone Enterprise Pvt. Ltd.

Confirming Party



SITE PLAN OF SALLI LAND MEASURING 203 COTTAINS MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER R.S. KHATTAN NO. 120, R.S. KHATTAN NO. 90, L.R. KHATTAN 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 SALLI LAND MEASURING 1 COTTAINER CHITACKS MORE OR LESS COMPRISED IN R.S. DAG NO. 534 UNDER R.S. KHATTAN NO. 54, LYING AND SITUATED AT MOUZA-TEGHORI, J.L. NO. 9, P.S. RAJARIHAT PRESENTLY BAGI LATHI, D.S.O. BIDHANNAGAR, SALLI LAKE CITY, WITHIN THE LOCAL LIMIT OF RAJARIHAT GOPALPUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT NORTH 24 PARGANAS.

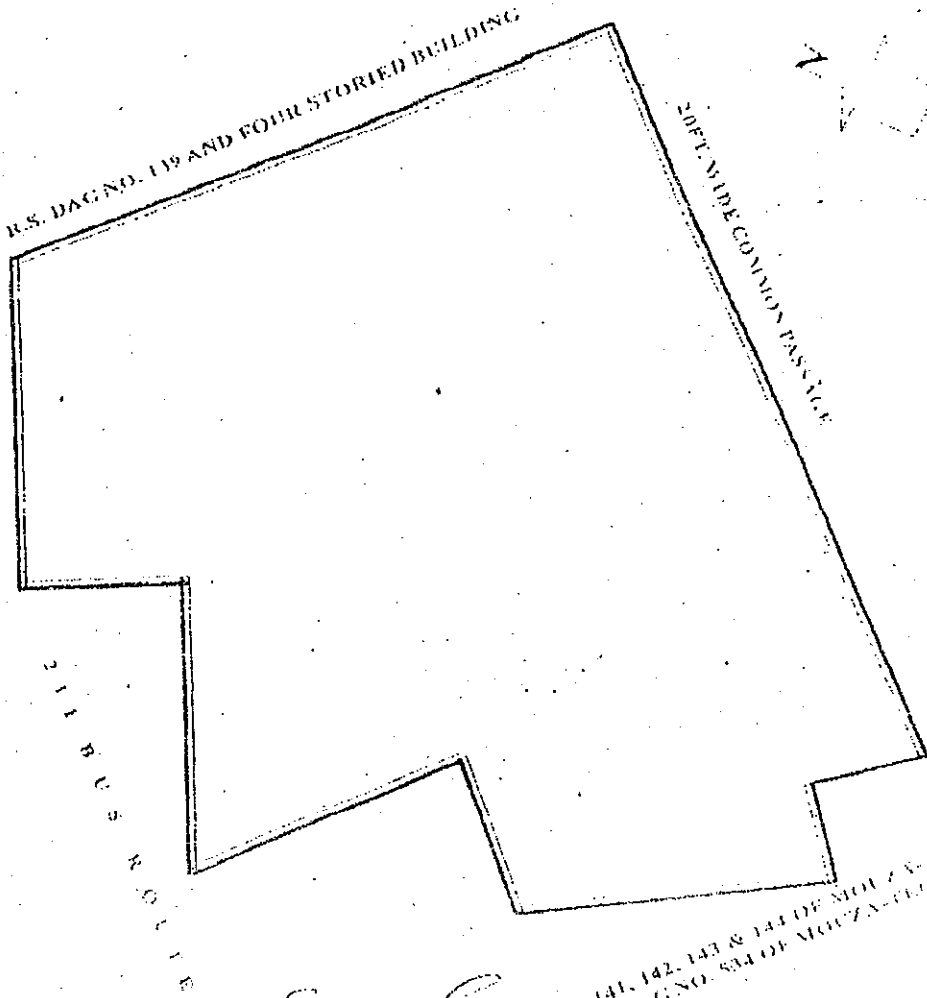
SOLD AREA: 6 COTTAINS 0 CHITACK 0 SQ. FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATTAN NO. 1657 LYING AND SITUATED AT MOUZA-ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND.

VENDOR: SANJAY SARAF (H.U.E.)
PURCHASER: M/S. COMPASS SUPPLIERS PVT. LTD.
CONFIRMING PARTY: M/S. MOONSTONE ENTERPRISE PVT. LTD.

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER



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

[Handwritten signature]







STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
DEPT. No. 74-100000
Administrative Code Number 1-100-100-100
Serial No. 07520 of 2010

OFFICE OF THE ATTORNEY GENERAL
120 NASSAU ST., 10TH FLOOR
NEW YORK, N.Y. 10038
TELEPHONE: (212) 424-2000
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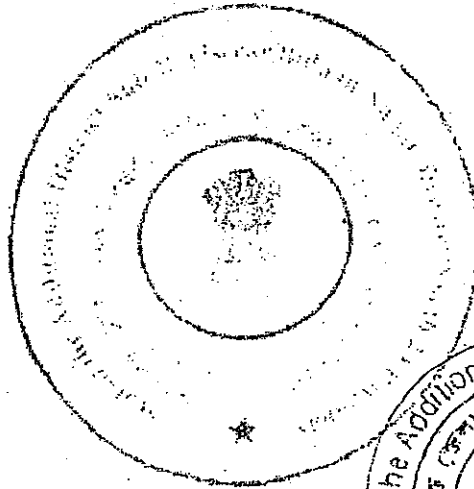
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26/07/2010 17:08 DE



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 920 to 944
being No 07613 for the year 2010.



Rajendra Prasad Upadhyay

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

certified to be a True Copy

checked by
- 11 - 11

[Signature]
Addl. District Sub Registrar
Bidhan Nagar (North) West Bengal
27/7/10

