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पश्चिम बंगाल WEST BENGAL

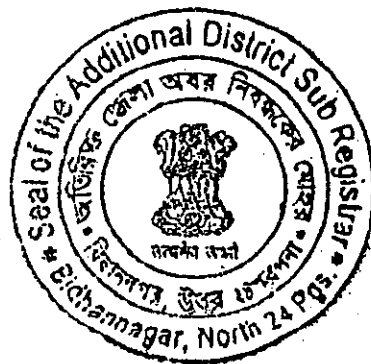
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Dr. DILIP HOM CHAUDHURI
Advocate
High Court Calcutta

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REGISTERED STAMP
EXCHANGE PLACE, ...

17 AUG 2010

Rs	4.00
Rs	28.00
Rs	10.00
Rs	10.00
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Total	52.00

11367/3695

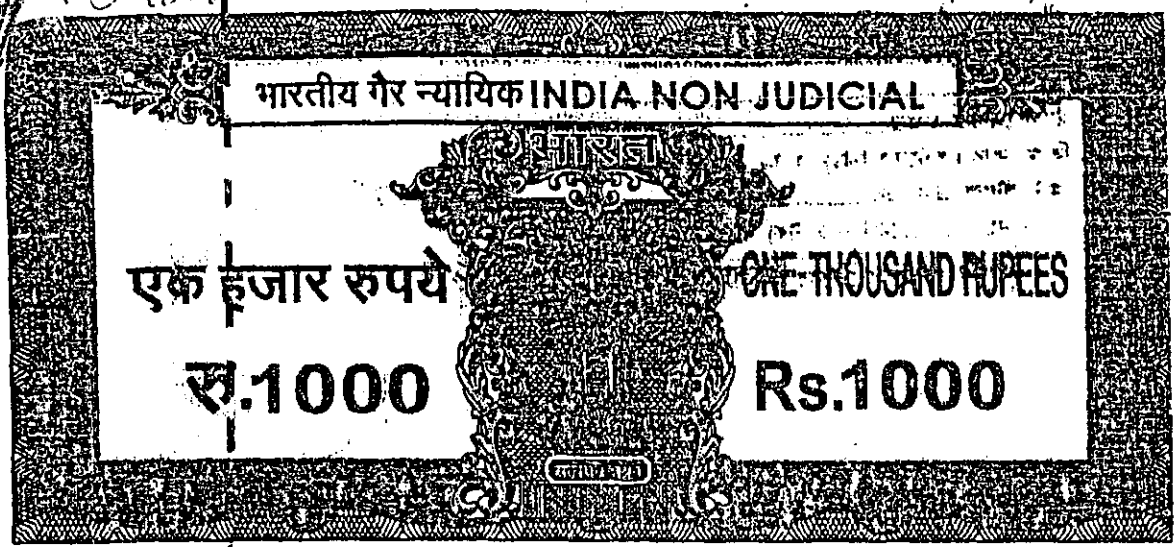
Adjl. District ...
Bidhan Nagar (Salt Lake City)

2-9-10



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

C 578313

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

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

26 JUL 2011

[Handwritten]
 10.1.11

DEED OF CONVEYANCE

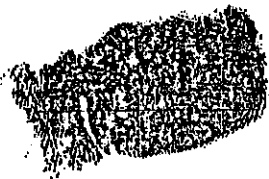
1. Date: 23rd July 2011
2. Place: Kolkata
3. Parties:


3.1 VINITA SARAF (PAN NO.)
ALG2504581 with
 Sauraj Saraf, by title


[Handwritten]
 10.1.11

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नं. 1785 *12/2/10 1000L*
 जेष्ठकाय नाम MINAKI CHATTOPADHYAY
 नाम Minaki
 जेष्ठकाय नाम Minaki Chattopadhyay
 क्विपाम नगर (सप्टेम्बर १९९९) ए. डि. एन. आर. ७
 जेष्ठकाय नाम Minaki 28 JUN 2010
 दाखल नं. 758000
 जेष्ठकाय नाम मिना दय

Mahendra Kumar Jain

 N.C. 4971
Mahendra Kumar Jain

Vinita Saraf

 N.C. 4972


 N.C. 4977
Vinita Saraf



SN Mohindola Ahmed
 ९७० SN Md. Ali
 ४४ Biswampan
 Bagun

Addl District Sub-Registrar
 Bidhan Nagar (Salt Lake City)
 23 JUL 2010

Hindu, by occupation - House wife, by nationality - Indian, residing at 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 subject or context be deemed to mean, imply and include her heirs, administrators, executors, legal representatives, nominees and assigns) of the FIRST PART.

AND

3.2 M/S. DIGVIJAY VINTRADE PVT. LTD. (PAN NO. AADC042990) Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 99A, Park Street, 5th Floor, Kolkata - 700 016, represented by its Director, Mahendra Kumar Jain, son of Pukh Raj 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 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, represented by its Director, SANJAY SARAF, son of Late Radheshyam Saraf.

Contd.3

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 :**

4.1 **Said Property :** Shall mean imply and include ALL THAT piece and parcel of total aggregated Sali land measuring 0 (Zero) Cotah 4 (Four) Chittacks 35.5 (Thirty Five point Five) 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 - Kulikata, 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. 1654, A.D.S.R.(J) Bithanagar, 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 :**

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, I.L. No. 10, P.S. Rajarhat, in R.S. Day 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 measuring about 37 Cottah more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots, and the said 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.
- 5.1.3 **Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Nilima Roy (nee Mondal) :** The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul as vendors and one Charusila Paul, Kati Krisima Paul, Radha Charan Paul & Golak Paul, all the heirs & successors of Late Jiten Paul as confirming parties, sold, transferred and conveyed Plot No. 14, consisting 6 (Six) Cottahs 1 (One) Chittack 3 (Three) sq.ft. together with proportionate share of private passage measuring 1 (One) Cottah 6 (Six) Chittacks 7 (Seven) sq.ft. in total 7 (Seven) Cottahs 7 (Seven) Chittacks 10 (Ten) sq.ft. more or less of land, to one Nilima Roy (nee Mondal), by the strength of a Registered Deed of Conveyance, registered on 10th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 106, Pages 104 to 110, being Deed No. 3423 for the year 1965.

5.1.4 **Again Sale by Avanti Paul (w) Avanti Nath Paul & Jibanti Paul (w) Jibanti Nath Paul to Nilima Roy (nee Mondal) and Kanika Banerjee & Others** : The said Avanti Paul (w) Avanti Nath Paul & Jibanti Paul (w) Jibanti Nath Paul as vendors and one Charusila Paul, Kali Krishna Paul, Rudra Churan 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 - Aghara, I.L. No. 10, P.S. Rajabhat, 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 to one Nilharendu Mauna, Satish Chandra Sarkar, Shubhra Mitra, Kuntala Mauna, Jugal Kishore Mondal, Kanika Majumder, Renuka Rani Ghosh, Shubendu Mauna, 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. 1, Volume No. 107, Pages 96 to 105, being Deed No. 7430 for the year 1965.

5.1.5 **Share of Nilima Roy (nee 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 Nilima Roy (nee Mondal) became the owner of 0 (Zero) Cottah 12 (Twelve) Chittacks 16 (Sixteen) sq. ft. of land being undivided share in Plot No. 13 & 29 and also 2 (Two) Chittacks 36 (Thirty Six) sq. ft. being undivided share of the said private passage, in total land measuring 15 (Fifteen) Chittacks 7 (Seven) sq. ft. more or less.

5.1.6 **Absolute Ownership of Nilima Roy (nee Mondal)** : Thus on the basis of the aforesaid deeds, the said Nilima Roy (nee Mondal) became the absolute owner of :

Plot No. 14 alongwith undivided proportionate share of private passage, land measuring 7 (Seven) Cottahs 7 (Seven) Chittacks 10 (Ten) sq.ft. more or less of land, and also

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage) land measuring 15 (Fifteen) Chittacks 7 (Seven) sq.ft. more or less.

in total aggregated land measuring 8 (Eight) Cottahs 6 (Six) Chittacks 17 (Seventeen) sq.ft. more or less 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

5.1.7 **Sale by Nilima Roy (nee Mondal) to the present owner, Vinita Saraf :**
The said Nilima Roy (nee Mondal) sold, transferred and conveyed

Plot No. 14 (Eastern Portion) alongwith undivided proportionate share of private passage, land measuring 3 (Three) Cottahs 11 (Eleven) Chittacks 28 (Twenty Eight) sq.ft. of land, and also

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage) land measuring 7 (Seven) Chittacks 26 (Twenty Six) sq.ft.,

in total aggregated land measuring 4 (Four) Cottahs 3 (Three) Chittacks 9 (Nine) sq.ft. more or less 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, out of her possession, to the present owner, Vinita Saraf, by the strength of a Registered Deed of Conveyance, registered on 16.04.2003, in the office of the A.D.S R. Bidhanagar, Salt Lake City, and recorded in Book No. 1, Volume No. 463, Pages 243 to 265, being Deed No. 08219 for the year 2003.

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5.1.8 **Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Kanika Banerjee :** 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. 15 (Southern Portion), consisting 3 (Three) Cottahs 0 (Zero) Chittack 24 (Twenty Four) sq.ft. together with proportionate share of private passage measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 3 (Three) sq.ft., in total 3 (Three) Cottahs 13 (Eleven) Chittacks 27 (Twenty Seven) sq.ft. of land, to one Kanika Banerjee by the strength of a Registered Deed of Conveyance, registered on 10th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, being Deed No. 7419 for the year 1965.

5.1.9 **Share of Kanika Banerjee 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 Kanika Banerjee became the owner of 0 (Zero) Cottah 6 (Six) Chittacks 8 (Eight) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 1 (One) Chittack 18 (Eighteen) sq.ft. being undivided share of the said private passage in total land measuring 7 (Seven) Chittacks 26 (Twenty Six) sq.ft. more or less.

5.1.10 **Absolute Ownership of Kanika Banerjee :** Thus on the basis of the aforesaid deeds, the said Kanika Banerjee became the absolute owner of :

Plot No. 15 (Southern) alongwith undivided proportionate share of private passage, land measuring 3 (Three) Cottahs 11 (Eleven) Chittacks 27 (Twenty Seven) sq.ft. of land, and also

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage) land measuring 7 (Seven) Chittacks 26 (Twenty Six) sq.ft.,

in total aggregated land measuring 4 (Four) Cottahs 3 (Three) Chittacks 8 (Eight) sq.ft. more or less in Mouza - Alghara, J.I. 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.

5.1.11 Sale by Kanika Banerjee to Vinita Saraf & Suryakant Mody : The said Kanika Banerjee sold, transferred and conveyed the aforesaid land measuring 4 (Four) Cottahs 3 (Three) Chittacks 8 (Eight) sq.ft. more or less to the said Vinita Saraf & Suryakant Mody, by the strength of Registered Deed of Conveyance, registered on 16.04.2003 in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 464, Pages 1 to 27, being Deed No. 08222 for the year 2003.

5.1.12 Share of Vinita Saraf under Deed No. 08222 of 2003 : Thus under the above noted purchase deed bearing No. 08222 for the year 2003, the said Vinita Saraf became the absolute owner of :

Fifty Percent undivided share on the following lands :-

Plot No. 15 (Southern) alongwith undivided proportionate share of private passage, land measuring 3 (Three) Cottahs 11 (Eleven) Chittacks 27 (Twenty Seven) sq.ft. of land i.e. 1 (One) Cottah 13 (Thirteen) Chittacks 36 (Thirty Six) sq.ft. more or less,

Plot No. 13 & 29 (undivided share of land alongwith undivided proportionate share of private passage) land measuring 7 (Seven) Chittacks 26 (Twenty Six) sq.ft. i.e. 3 (Three) Chittacks 35.5 (Thirty Five Point Five) sq.ft of land,

In total aggregated land measuring 2 (Two) Cottahs 1 (One) Chittack 26.5 (Twenty Six point Five) sq.ft. more or less in Mouza - Alghara, J.I.

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

- 5.1.13 **Absolute Ownership of Vinita Saraf under Deed No. 08219 of 2003 & 08222 of 2003** : Thus on the basis of the aforesaid two deeds, the said Vinita Saraf became the absolute owner of ALL THAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs 4 (Four) Chittacks 35.5 (Thirty Five point Five) sq.ft. be the same a little more or less being part of the land described in the First Schedule hereinafter written, lying and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touza 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, 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.
- 5.1.14 **Record in L.R. Settlement** : The said Vinita Saraf recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1654 in respect of 11 decimals of land (having share 0.0307 out of 3.09 decimals of land in R.S./L.R. Dag No. 140).
- 5.1.15 **Desire of Sale by Vinita Saraf to the present Purchaser** : The said Vinita Saraf decides to sell the aforesaid ALL THAT piece and parcel of total aggregated Sali land measuring 0 (Zero) Cottah 4 (Four) Chittacks 35.5 (Thirty Five point Five) sq.ft. be the same a little more or less (or 6 (Six) Cottahs 4 (Four) Chittacks 35.5 (Thirty Five point Five) sq.ft. more or less, lying and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touza 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. 1654, A.D.S.R.O. Bidhannagar, Salt Lake City within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas morefully described in the Second Schedule hereunder written, being part of the land described in the

First Schedule hereinafter written [SAID PROPERTY] to the present Purchaser, at a total consideration of Rs. 3,46,762.00 (Rupees Three Lakhs Forty Six Thousand Seven Hundred Sixty Two) only. Out of which Rs. 2,56,960.00 (Rupees Two Lakhs Fifty Six Nine Hundred Sixty) only will be paid to the owner, Vinita Saraf and Rs. 89,802.00 (Rupees Eighty Nine Thousand Eight Hundred Two) only will be paid to the Confirming Party, Moonstone Enterprise Pvt. Ltd. The total land is described in the First Schedule and Said Property/Sold Property is morefully described in the Second Schedule hereunder written.

- 5.1.16 **Acceptance by Purchaser :** The Purchaser herein has accepted the aforesaid proposal and agreed to purchase the SAID PROPERTY at an agreed consideration of Rs. 3,46,762.00 (Rupees Three Lakhs Forty Six Thousand Seven Hundred Sixty Two) only.
- 5.1.17 **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.
- 5.1.18 **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, Warranties and Covenants regarding Encumbrances .**
The Vendor represents, warrants and covenants regarding encumbrances as follows :
- 5.2.1 **No Acquisition / Requisition :** The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

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- 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.
- 5.2.8 **Free From All Encumbrances** : The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debentures, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions.

acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable

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

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

6. **Basic Understanding :**

6.1 **Agreement to Sell and Purchase :** The Purchaser has 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. 89,802.00 (Rupees Eighty Nine Thousand Eight Hundred Two) only is paid by the Purchaser to the Confirming Party, and in lieu of such the Confirming Party unqualifiedly surrenders, relinquishes, discharges all its right, title, interest and privileges over, on and in respect of the 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, privileges 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, debuffers, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory, prohibitions, requisitions, vestings, bargadats and liabilities.

7.2 **Consideration :** The aforesaid transfer is being made in consideration of a total sum of Rs. 3,46,762.00 (Rupees Three Lakhs Forty Six Thousand Seven Hundred Sixty Two) 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.

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

8.2 **Subject to :** The transfer being effected by this Conveyance is subject to :

8.2.1 **Indemnification :** Indemnification by the Vendor and the Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser being satisfied about the title, right and interest of the vendor and further on such express indemnification by the vendor about the correctness of the vendor's title and the representations and authority to sell.

8.2.2 **Transfer of Property Act :** All obligations and duties of Vendor and Purchaser and Confirming 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 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 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 her/them, shall and will from time to time and at all times hereafter at cost of the Purchaser, upon every request and cost 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.

Contd.....!!

THE FIRST SCHEDULE ABOVE REFERRED TO**(Description of Total Land)**

ALL THAT piece and parcel of total aggregated Salt Land measuring 37 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 Kalikah, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 190, under L.S. Khatian No. 120 R.S. Khatian No. 90, L.R. Khatian Nos. 1636, 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 Salt land measuring 3 (Three) Cottahs 8 (Eight) Chittacks more or less, lying and situated at **Mouza - Teghoria**, J.L. No. 9, Re. Sa. No. 416, P.S. Rajarhat present Baguati, 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.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

[SUBJECT MATTER OF SALE]

ALL THAT piece and parcel of total aggregated Sati land measuring 0 (Zero) Cottah 4 (Four) Chittacks 35.5 (Thirty Five point Five) sq.ft. be the same a little more or less, lying and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Toozi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./I.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, I.R. Khatian No. 1654, 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 hereinabove written.

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

Contd.....19

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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of

1. *Sh. Mohinddin Ahmed.*
FF Bislimpur

2. *Buwalda*

RD 21 Rajmunnathpur
KOL 59

Vinay Kumar
Vinay Kumar
Owner / Vendor

Drafted By :

Pinaki Chattopadhyay
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.

Mahendra Kumar Jain

Mahendra Kumar Jain,

Director of

M/s. Digvijay Vintrade Pvt. Ltd.

Purchaser

Sanjay Saraf
Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

MEMO OF CONSIDERATION

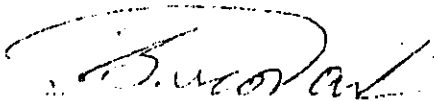
Received Rs. 2,56,960.00 (Rupees Two Lakhs Fifty Six Thousand Nine Hundred Sixty) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named Purchaser.

Cheque No - 640760 drawn on HDFC Bank Dated 23-7-2010

Rs 2,56,960/-

Witnesses :-

1. M. Mohindar Achari



Vivita Saraf

Vivita Saraf

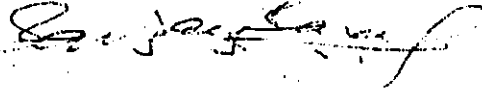
Owner / Vendor

Contd. ... 21

21

Received Rs. 89,802.00 (Rupees Eighty Nine Thousand Eight Hundred 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

Cheque No. 640761 drawn on H.D.F.C Bank dated 23-7-2010 Rs. 89,802/-



Witnesses :-

1. *SH Mohind Ali Ahmed*

2. *B. V. Reddy*

Sangvi Sarat

Director at

M/s. Moonstone Enterprise Pvt. Ltd

Confirming Party

PLAN OF SALT LAND MEASURING 203 COTTAS MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 170, 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 SALT LAND MEASURING 3 COTTAS & CHITACKS MORE OR LESS COMPRISED IN R.S. DAG NO. 534, UNDER R.S. KHATIAN NO. 51, LYING AND SITUATED AT MOUZA-TEGHORIA, J.L. NO. 9, R.S. RAJARIAT PRESENTLY BAGUATLA, D.S.R.O. BIDHANNAGAR, SALT LAKE CITY, WITHIN THE LOCAL LIMIT OF RAJARIAT GOPALPUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT NORTH 24 PARAGANAS.

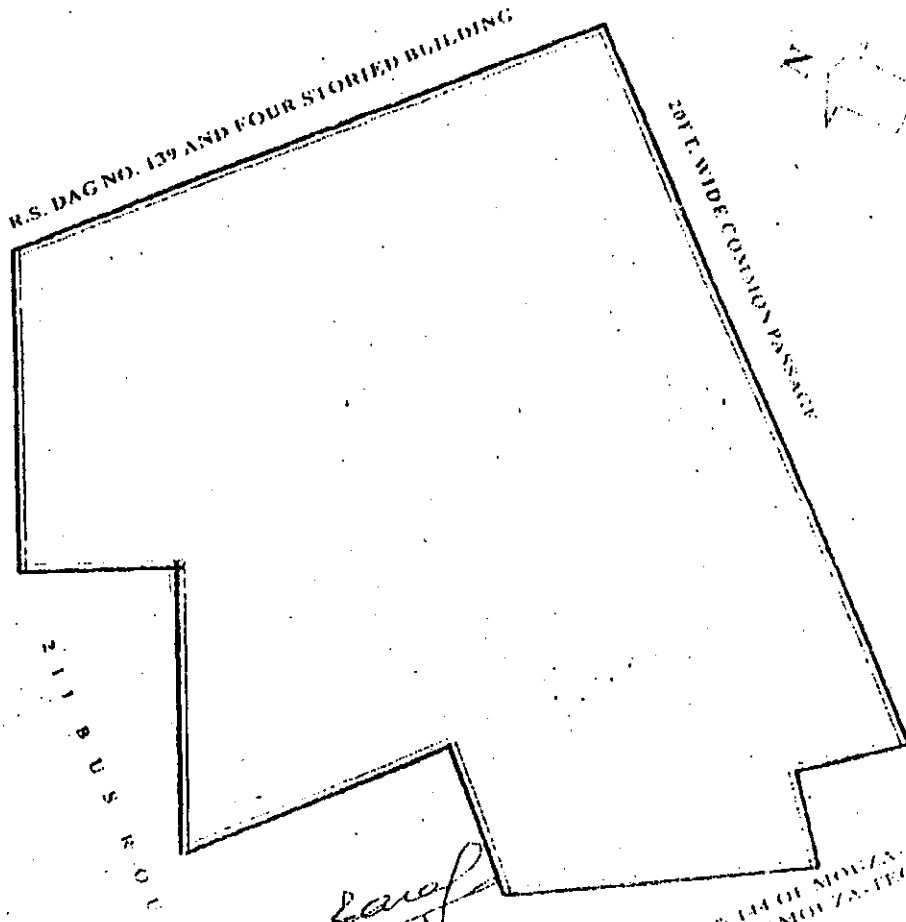
SOLD AREA: 1 COTTAN 4 CHITACKS 35.5 SQ. FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER L.R. KHATIAN NO. 1654 LYING AND SITUATED AT MOUZA-ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND.

VENDOR: VINITA SARAF
PURCHASER: M/S. DIGVIJAY VINI RADE PVT. LTD.
CONFIRMING PARTY: M/S. MOONSTONE ENTERPRISE, PVT. LTD.

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER



Vinita Saraf
 Vinita Saraf

R.S. DAG NOS. 140, 142, 143 & 144 OF MOUZA-ATGHARA & R.S. DAG NO. 514 OF MOUZA-TEGHORIA



Government Of West Bengal
District North 24 Parganas
Endorsement For Deed Number 107/10
(Serial No. 07511 of 2010)

On 23/07/2010

Representation Under Section 52 & Rule 22A(3) 36(1) W.B. Registration Rules 1908

Admission of Execution (Under Section 58, W.B. Registration Rules 1908)

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ADDITIONAL DISTRICT REGISTRAR

On 26/07/2010

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1908)

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Payment of Fees

Certificate of Market Value (WB PUVL rules of 2004)

...

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Deficit stamp duty

ADDITIONAL DISTRICT REGISTRAR
Endorsement Page 01/01

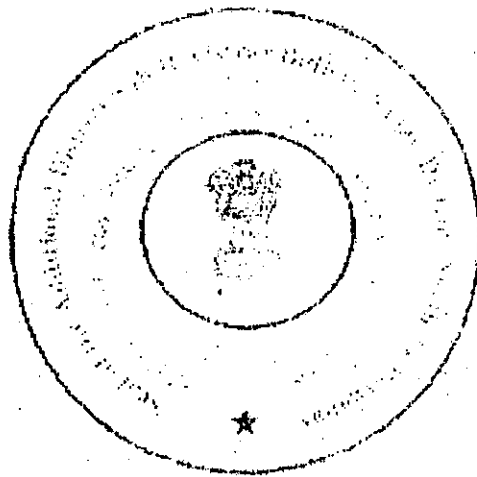
26 JUL 2010

26/07/2010 16:52:00



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 696 to 722
being No 07605 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

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

2-9-10

*checked by
S. Khaitan
2-9-10*