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ANAND CHATTERJEE  
Advocate  
No. 30, Arjunapuri North  
Kolkata-700 089

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14 JUL 2010

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F (A) (iii).....	Rs.	4.00
G (a).....	Rs.	
G (b).....	Rs.	210.00
Xeroxing.....	Rs.	1
Stamp.....	Rs.	10.00
C/Plan. P/Plan.....	Rs.	10.00
C.F.S.....	Rs.	
Total Rs.		234

Copy Prepared Signed Seal and  
Delivered to the applicant as per  
Order No. 11359 dt. 02/9/10

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

02/9/10



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भारतीय गैर न्यायिक INDIA NON JUDICIAL



एक हजार रुपये

ONE THOUSAND RUPEES

₹.1000

Rs.1000

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

C 578435

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

Handwritten signature and date: 23/7/10

Sub-Registrar  
Bidhan Nagar (Salt Lake City)

25 JUL 2010

DEED OF CONVEYANCE

1. Date: 23rd July 2010

2. Place: Kolkata

3. Parties:

3.1 M/S. DAFFODIL PROJECTS

PVT. LTD. IPAN NO.

AABCD8392G1, a Private

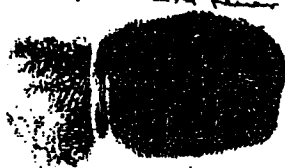
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জেতার নাম \_\_\_\_\_  
পা \_\_\_\_\_  
স্টাম্প জেতার স্বাক্ষর \_\_\_\_\_  
বিধান নগর (সলটলেক সিটি) এ. ডি. এস. আর. ও.  
মোট স্টাম্প ক্রয় তাং \_\_\_\_\_  
চালান নং \_\_\_\_\_ যেটি কত টাকা নির্দিষ্ট \_\_\_\_\_

**SELAKI CHATTOPADHYA**  
Advocate  
Judge's Court, Barisal.

02 JUL 2010  
360000

Mahendra Kumar Sin



N/S 4971

Mahendra Kumar Sin



N/S 4977

*Sanjay Kumar*



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

23 JUL 2010

Sri Mohindin Ahmed  
810 SK. Md. Ali  
8F. Bishnupur  
Busras

Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Kabir Road, Kolkata 700 026, represented by its Director, Sanjay saraf, son of Late Radheshyam Saraf.

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

AND

3.2 M/S. DIGVIJAY VINTRADE PVT. LTD. (PAN NO. AADC04799D), a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 8, Rowden Street, 2nd Floor., Kolkata 700 017, represented by its Director, Mahendra Kumar Jain, son of Pukhraj 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. AADC04928R), a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Kabir Road, P.S. Tollyganje, Kolkata - 700 026, represented by its Director, SANJAY SARAF, son of Late Radheshyam Saraf.



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 13 (Thirteen) Chittacks 33 (Thirty three) 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. Khatia No. 90, L.R. Khatian No. 1666, 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 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 more fully 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 - 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. 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.
- 5.1.3 **Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Subhendu Mannu** : 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. 5, consisting 6 (Six) Cottahs 10 (Ten) Chittacks 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 in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Alghara, 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. 1, Volume No. 104, Pages 170 to 176, being Deed No. 7427 for the year 1965.

- 5.1.4 **Sale by Subhendu Manna to Madan Mohan Das :** The said Subhendu Manna sold, transferred and conveyed the aforesaid plot, being Plot No. 5, together with proportionate share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, 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. 1, Volume No. 23, Pages 187 to 194, being Deed No. 1264 for the year 1979.
- 5.1.5 **Sale by Madan Mohan Das to Jayanta Kumar De :** The said Madan Mohan Das sold, transferred and conveyed the aforesaid plot, being Plot No. 5, together with proportionate share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, to one Jayanta Kumar 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. 1, being Deed No. 182 for the year 1989.
- 5.1.6 **Sale by Jayanta Kumar De to M/s. Daffodil Projects Pvt. Ltd. and Sanjay Saraf :** The said Jayanta Kumar De sold, transferred and conveyed 4 (Four) Cottahs 13 (Thirteen) Chittacks 33 (Thirty Three) sq.ft. of land being part of Plot No. 5, and undivided share of the said private passage out of his possession to M/s. Daffodil Projects Pvt. Ltd., and also 1 (One) Cottah 14 (Fourteen) Chittacks 30 (Thirty) sq.ft. of land being part of Plot No. 5, and undivided share of the said private passage out of his possession, to one Sanjay Saraf, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, 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. 1, Volume No. 37, Pages 145 to 177, being Deed No. 00578 for the year 2006.

5.1.7 Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Hari Narayan Paul : 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 Southern Portion of Plot No. 23, consisting 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. together with proportionate undivided share of private passage measuring 0 (Zero) Cottah 9 (Nine) Chittacks 6 (Six) sq. ft. in total 3 (Three) Cottahs 1 (One) Chittack 6 (Six) sq.ft. more or less of land in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghura, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Hari Narayan Paul, 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 155 to 161, being Deed No. 7425 for the year 1965.

5.1.8 Again Sale by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul to Hari Narayan Paul & 16 Others : 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 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 - Atghura, J.L. No. 10, P.S. Rajarhat, in the District North 24 Parganas being plot marked as Plot



Nos. 13 & 29 in the plan annexed thereto Together With proportionate ownership right, title or interest in respect of the aforesaid private passage, to one Hari Narayan Paul, Satish Chandra Sarkar, Shubhra Mitra, Kuntala Manna, Jugal Kishore Mondal, Kanika Majumder, Renuka Rani Ghosh, Shubendu Manna, Niharendu Manna, Nilima Mondal, Kalyan Mallick, Haripada Chakraborty, Baniballav Biswas, 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.

- 5.1.9 **Share of Hari Narayan Paul 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 Hari Narayan Paul became the owner of 0 (Zero) Cottah 5 (Five) Chittacks 7 (Seven) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 1 (One) Chittack 7 (Seven) sq.ft. being undivided share of the said private passage, in total land measuring 0 (Zero) Cottah 6 (Six) Chittacks 14 (Fourteen) sq.ft. more or less.
- 5.1.10 **Absolute Ownership of Hari Narayan Paul :** Thus the said Hari Narayan Paul on the basis of the aforesaid Deeds bearing Nos. 7425 for the year 1965 and 7430 for the year 1965, became the absolute owner of ALL THAT piece and parcel of total aggregated land measuring 3 (Three) Cottahs 7 (Seven) Chittacks 20 (Twenty) sq.ft. consisting Southern Portion of Plot No. 23, and Plot No. 13 & 29, together with proportionate undivided share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 99, in Mouza - Atgharia, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

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- 5.1.11 **Demise of Hari Narayan Paul :** The said Hari Narayan Paul died intestate on 01.09.1978, leaving behind his four sons namely Subhas Chandra Paul, Bikash Kumar Paul, Prakash Ranjan Paul & Provas Kumar Paul, and two daughters namely Bhabani Mitra & Dipti Paul and only wife namely Rajlakshmi Paul as his heirs and successors in interest.
- 5.1.12 **Demise of Provas Kumar Paul :** The said Provas Kumar Paul died intestate on 07.07.2000, leaving behind his wife namely Rita Paul and only son namely Saikat Paul and only daughter namely Paramita Paul as his heirs and successors in interest in respect of his share in the estate of the said Hari Narayan Paul, since deceased.
- 5.1.13 **Absolute Ownership of Subhas Chandra Paul & Others :** Thus the said Subhas Chandra Paul, Bikash Kumar Paul, Prakash Ranjan Paul, Rajlaxmi Paul, Bhabani Mitra, Dipti Paul, Rita Paul, Saikat Paul & Paramita Paul became the absolute joint owners of the aforesaid ALL THAT piece and parcel of total aggregated land measuring 3 (Three) Cottahs 7 (Seven) Chittacks 20 (Twenty) sq.ft. more or less consisting Southern Portion of Plot No. 23, and Plot No. 13 & 29, together with proportionate undivided share of private passage, in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Aghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rujarhat, in the District North 24 Parganas.
- 5.1.14 **Joint Sale by Subhas Chandra Paul & Others to M/s. Daffodil Projects Pvt. Ltd. and Vijay Lakshmi Saraf :** The said Subhas Chandra Paul, Bikash Kumar Paul, Prakash Ranjan Paul, Rajlaxmi Paul, Bhabani Mitra, Dipti Paul (Mukherjee), Rita Paul, Saikat Paul & Paramita Paul jointly sold, transferred 2 (Two) Cottahs of land consisting part of Southern Portion of Plot No. 23, and also Plot No. 13 & 29, together with proportionate undivided share of private passage to one M/s. Daffodil Projects Pvt. Ltd., and also 1 (One) Cottah 7 (Seven) Chittacks



20 (Twenty) sq.ft. of land consisting part of Southern Portion of Plot No. 23, and also Plot No. 13 & 29, together with proportionate undivided share of private passage to one Vijay Lakshmi Saraf, lying and situated at Mouza - Atghara, J.I. 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, 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. 1, Volume No. 196, Pages 23 to 42, being Deed No. 03333 for the year 2004.

5.1.15 **Record in L.R. Settlement :** The said M/s. Daffodil Projects Pvt. Ltd. recorded its names in the record of the L.R. Settlement in L.R. Khatian No. 1666 in respect of 11 decimals of land (having share 0.0324 out of 339 decimals of land in R.S./L.R. Dag No. 140).

5.1.16 **Absolute Ownership of M/s. Daffodil Projects Pvt. Ltd. :** Thus the said M/s. Daffodil Projects Pvt. Ltd. on the basis of the aforesaid Deeds bearing Nos. 00578 for the year 2006, and Deed No. 03333 for the year 2004, became the absolute owner of **ALL THAT** piece and parcel of total aggregated Suli land measuring 6 (Six) Cottahs 13 (Thirteen) Chittacks 33 (Thirty Three) sq.ft. be the same a little more or less, lying and situated at Mouza - Atghara, J.I. 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. 1666, 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.



- 5.2 **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 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 or 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 by 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. 2,57,500.00 (Rupees Two Lakhs Fifty Seven Thousand Five Hundred) 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, liens, uses, debentures, 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. 9,94,316.00 (Rupees Nine Lakhs Ninety Four Thousand Three Hundred Sixteen) 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.
- 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 unrecorded/ non-mutated lands purchased by the Vendor as mentioned in the various sub-clauses of Clause 5 above.
- 8.2 **Subject to** : The transfer being effected by this Conveyance is subject to
- 8.2.1 **Indemnification** : Indemnification by the Vendor and the Confirming 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 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 Kajarhat 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 vendor 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 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 200 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. 149, under C.S. Khatian No. 120, R.S. Khatian No. 90; L.R. Khatian Nos. 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1674, 1675, 1676, 1763, 1764, 1765, 1766, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas, and also Sali land measuring 3 (Three) Cottahs 8 (Eight) Chittacks more or less, lying and situated at Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in R.S. Dag No. 534, under R.S. Khatian No. 53, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 9, in the District North 24 Parganas.

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

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

Contd.....TR



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

ALL THAT piece and parcel of total aggregated Sali land measuring 0 (Zero) Cottah 13 (Thirteen) Chittacks 33 (Thirty Three) sq.ft. be the same a little more or less, lying and situated at Mouza - Atghara J.I. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dak No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1666, 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...../9



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

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of :

1. *Sh Mohiuddin Ahmad,*  
*OF Bishnupur*

2. *B. Mondal*

*R D21-Ro. Purat Tower*  
*KOL 59.*

*Sanjay Saraf*

Sanjay Saraf

Director of

M/s. Daffodil Projects Pvt. Ltd

Owner / Vendor

Drafted By :

*A. 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. 7,36,816.00 (Rupees Seven Lakhs Thirty Six Thousand Eight Hundred Sixteen) 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- 640762 drawn on H.D.F.C Bank dated 23-7-2010 As 7 36 816/-

*Sanjay Saraf*

Witnesses :-

1. *SK Mohinder Singh Alud.*

2. *S. Mohan*

Sanjay Saraf

Director of

M/s. Daffodil Projects Pvt. Ltd

Owner / Vendor





Received Rs. 2,57,500.00 (Rupees Two Lakhs Fifty Seven Thousand Five Hundred) 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 N. - 640763 drawn on H.D.F.E Bank dated 23-7-2010 Rs. 2,57,500/-

*Sanjay Saraf*

Witnesses :-

1. *Shri Mohin Lal Ahluwalia*

2.

*B. S. D. Al*

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

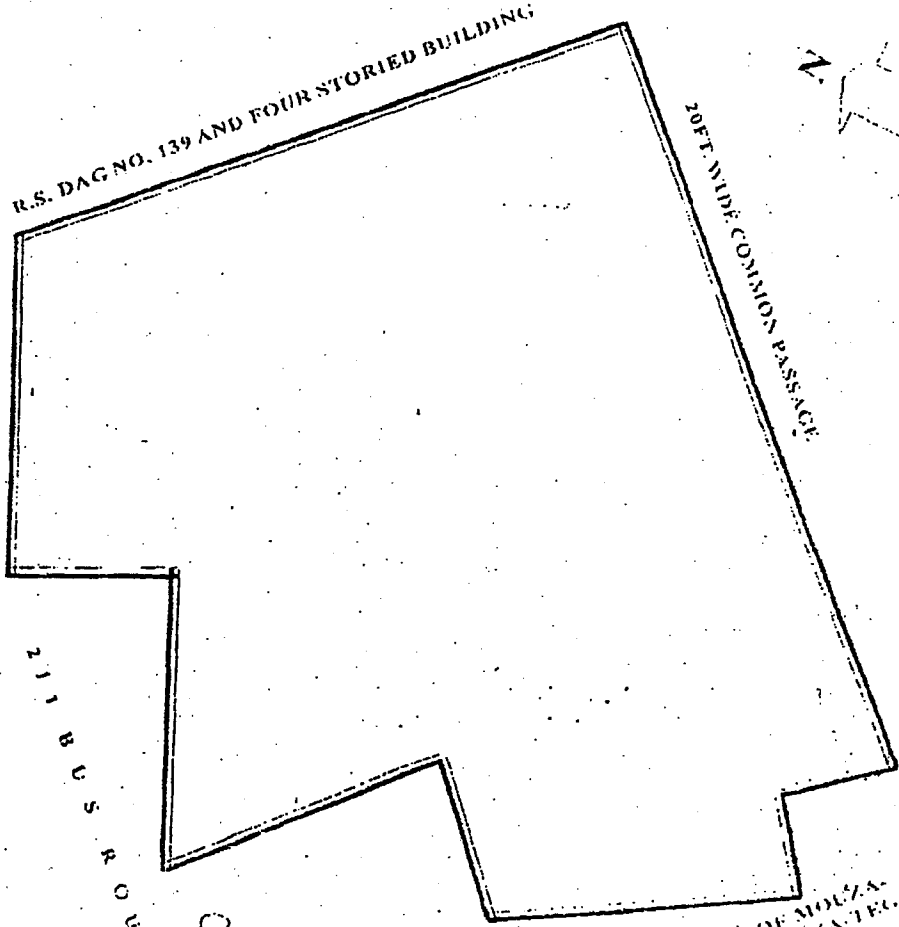
Confirming Party



THE PLAN OF SALLI AND MEASURING 203 COTTAGE MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER C.S. KHATIAN NO. 120, R.S. KHATIAN NO. 99, 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 SALLI LAND MEASURING 3 COTTAGE & CHITACKS 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 BAGUATI, A.D.S.R.O. BIDHANSAGAR, SALT LAKE CITY WITHIN THE LOCAL LIMIT OF RAJARHAT GOPALPUR MUNICIPALITY, IN WARD NO. 9 IN THE DISTRICT NORTH 24 PARGANAS.

SOLD AREA : 0 COTTAGE 13 CHITACKS 33 SQ. FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 534 UNDER R.S. KHATIAN NO. 1666 LYING AND SITUATED AT MOUZA - ATGHARA, BEING PART OF THE AFORESAID TOTAL LAND.

VENDOR : M/S. DAFFODIL PROJECTS PVT. LTD.  
PURCHASER : M/S. DIGVIJAY VINTRADE PVT. LTD.  
CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.



SOLD AREA  
DEW'S PLAN  
PORT OF SURVEY NO. 108

*[Handwritten Signature]*  
R.S. DAG NOS. 142, 143 & 144 OF MOUZA - ATGHARA & R.S. DAG NO. 534 OF MOUZA - TEGHORIA

SIGNATURE OF VENDOR

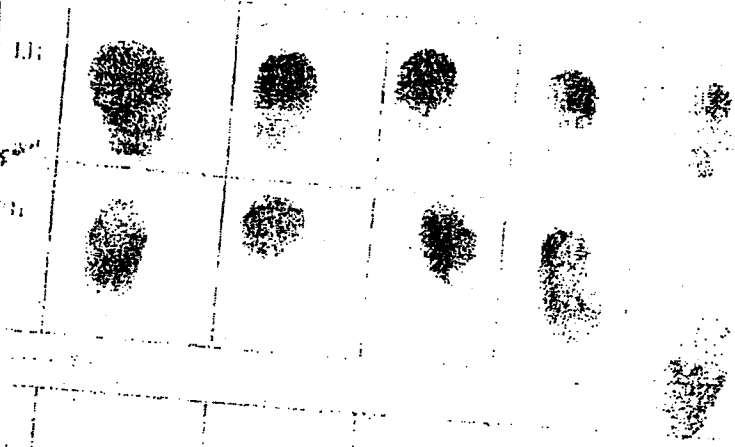
SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASER

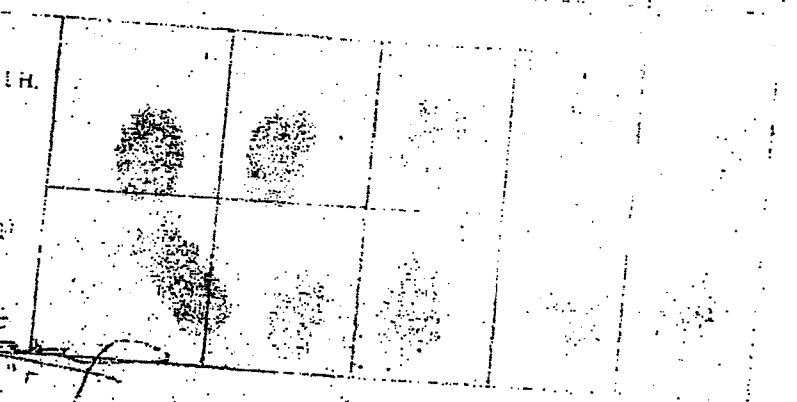
*[Handwritten Signature]*



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Government of Western Australia

Office of the A.D.S. Registrar General  
District: North 24 Paragard

Endorsement For Deed Number 11 of 2010  
(Serial No. 07518 of 2010)

Endorsement For Deed Number 11 of 2010  
(Serial No. 07518 of 2010)

REGISTERED  
ALL RIGHTS RESERVED



(Registrar General's Office)  
ADDITIONAL DISTRICT FOR REGISTRATION  
Endorsement For Deed 11 of 2010

26/07/2010 17:05:00





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

Endorsement For Deed Number - 11026/11 of 2010  
(Serial No. 07517 of 2010)

On 23/07/2010

Presentation (Under Section 52 & Rule 22A(3) & 46(1), W.B. Registration Rules, 1967)

Presented by: M/s. ...

Admission of Execution (Under Section 58, W.B. Registration Rules, 1967)

Execution is admitted on 23/07/2010 by

Sanjay Singh  
The Director of Public Relations, Bidhan Nagar  
24 Parganas, West Bengal  
By Profession: Officer

3. Mahendra K. Jari  
Director, M/s. Diganta Trade Pvt. Ltd. 6 Rowda St. Bidhan Nagar,  
WEST BENGAL, India. P.O. Pin: 700017.  
By Profession: Officer

Identified By: Sk. Moinuddin Ahmed, son of Sk. Md. Ashrafuddin, District: ...  
BENGAL, India, P.O. By Caste: Muslim, By Profession: Business

(Rajendra Prasad Upadhyay)  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/07/2010

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1967)

Admitted under the Government of West Bengal Registration Act, 1908  
Admission No. 2010/11 of 2010

Payment of Fees:

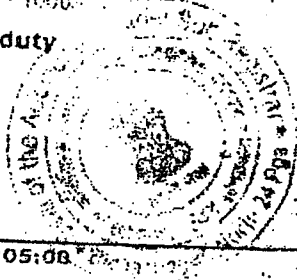
Fee Paid: Rupees under article 4(1) - 10834/- Fee No. 2010/11 of 2010

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of this deed is Rs. 894,310/-

Certified that the required stamp duty of this document is Rs. 497,155/-  
Impressive Rs. 1000/-

Deficit stamp duty



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

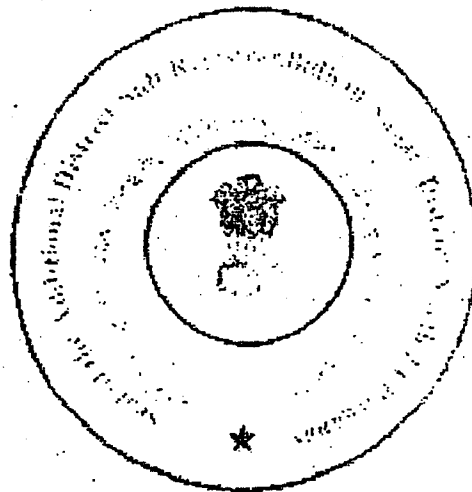
26/07/2010 17:05:08





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 13  
Page from 869 to 895  
being No 07611 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  
Certified to be a True Copy

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

02/9/10

*[Signature]*  
02/9/10