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भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

K 982479

Certified that the document is admitted to registration. The signature sheet/sheet's & the endorsement sheet/sheet's attached with this document's are the part of this document

Registered under the Registration Act, 1908, New Town, North 24-Parganas

22 JUL 2013

DEED OF CONVEYANCE

1. Date : 22nd July 2013

2. Place : Kolkata

3. Parties :3.1 URMILA DEVI CHHAWCHHARIA,

wife of Late Kashi Prasad Chhawchharia,

by faith - Hindu, by nationality - Indian,

For MOON STONE ENTERPRISES PRIVATE LIMITED.

Rashwanth

Contd.....2

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PINAKI CHATTOPADHYAY
Advocate
Judge's Court, Barisal

কর্তার নাম
সাক্ষর
মূল্য
ডেডলাইন
ওয়েবসাইট
ওয়েবসাইট
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13 MAY 2013

শব্দে এটি... উক্ত ২৪ পরগণা
কর্তার নাম স্বা যোষ



Additional District Sub-Registrar,
Barisal, New Town, Barisal 812001

Gaurav
GAURAV CHHAUNCHHARIA
SONAR, NAND CHHAUNCHHARIA
SA NANDA, MULICIL LANE
HOLKARA - 812006

22 JUL 2013

Gaurav
STUDENT

residing at 1A, Nando Mallick Lane, P.S. Burrabazar, Kolkata - 700 007, represented by her son, MANOJ CHHAWCHHARIA, son of Late Kashi Prasad Chhawchharia, PAN - AEDPC5969L by faith - Hindu, by nationality - Indian, residing at 1A, Nando Mallick Lane, P.S. Burrabazar, Kolkata - 700 007.

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 her heirs, administrators, executors, representatives and assigns) of the FIRST PART.

AND

3.2 SKIPPER DISTRIBUTORS PVT. LTD. [PAN NO. AAPCS9624J], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 8B, Loudon Street, Kolkata - 700 017, West Bengal, represented by its Director, Romit R Shamsukha, son of Raj Kumar Shamsukha.

ARCH INFRA PROPERTIES PVT. LTD. [PAN NO. AAHCA2637H], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 99A, Park Street, 5th Floor, Kolkata - 700 016, West Bengal, represented by its Director, DHIRAJ KUMAR SURANA, son of Chand Ratan Surana.

Both hereinafter jointly called and referred to as the "PURCHASERS" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its director in office, office bearers, executors, administrators, representatives and assigns) of the SECOND PART.



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Washington, D.C. 20540, Phone: 202-837-2222

27 JUL 2013

AND

- 3.3 **M/S. MOONSTONE ENTERPRISE PVT. LTD. [PAN NO. AADCM4928R]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Kabir Road, P.S. Tollygunge, Kolkata 700 026, West Bengal, represented by its Director, **HARSHVARDHAN SARAF** son of **Mr. SANJAY 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 director in office, office bearers, executors, administrators, legal representatives, nominees and assigns) of the **THIRD PART**.

In these presents, for the sake of brevity the Owner/Vendor, Purchasers 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 2 (Two) Chittacks 12 (Twelve) sq.ft. be the same a little more or less**, lying and situated at **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 140**, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1664, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently A.D.S.R.O. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas, West Bengal [**SAID PROPERTY**]. 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.



RECORDS SECTION
COLLEGE PARK, MARYLAND

22 JUL 2013

5. **Background, Representations and Covenants :**

5.1 **Representations Regarding Title :** The Owner/Vendor has made the following representations and given the following warranties to the Purchasers regarding title.

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 comprised in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.2 **Plotting by Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul :** The said Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul plotted 10 Bighas more or less of land into 26 separate and independent plots & private passage, and the said plots were numbered and marked as Plot Nos. 4 to 29 in the manner as shown in the plan 'X' annexed therewith and herewith, and private passage admeasuring about 37 Cottah more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots and the said private passage comprising of Sali land was exclusively owned and possessed by the owners of Plot Nos. 4 to 29 [And not by any other plot owners] and such was also shown in the Plan 'X' annexed thereto. The total land is morefully described in the First Schedule hereunder written.

5.1.3 **Sale by Avanti Paul & Jibanti Paul to Chitta Ranjan Roy :** The said Avanti Paul & Jibanti 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. 22, consisting 5 (Five) Cottahs more or less of land together with proportionate share of passage measuring 1 (One) Cottah 2 (Two) Chittacks 12 (Twelve) sq.ft. more or less, in total land measuring



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COLLETT, NEW YORK, 12027-0001**

27 JUL 2016

6 (Six) Cottahs 2 (Two) Chittacks 12 (Twelve) sq.ft. more or less, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Chitta Ranjan Roy, son of Late Manmohan Roy, by the strength of a Registered Deed of Conveyance, registered on 13.08.1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 100, Pages 272 to 278, being Deed No. 7421 for the year 1965.

5.1.4 Sale by Chitta Ranjan Roy to the present owner, Urmila Devi Chhawchharia :

The said Chitta Ranjan Roy sold, transferred and conveyed the aforesaid plot, being Plot No. 22, consisting 5 (Five) Cottahs more or less of land together with proportionate share of passage measuring 1 (One) Cottah 2 (Two) Chittacks 12 (Twelve) sq.ft. more or less, **in total land measuring 6 (Six) Cottahs 2 (Two) Chittacks 12 (Twelve) sq.ft. more or less**, comprised in portion of R.S. Dag No. 140, under R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to the present owner, Urmila Devi Chhawchharia, by the strength of a Registered Deed of Conveyance, registered on 25.04.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 470, Pages 50 to 66, being Deed No. 08335 for the year 2003.

5.1.5 Absolute Ownership of Urmila Devi Chhawchharia : Thus on the basis of the aforesaid deed bearing Deed No. 08335 for the year 2003, the said Urmila Devi Chhawchharia became the absolute owner of **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 2 (Two) Chittacks 12 (Twelve) 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. 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.



ADDRESS: PLOT NO. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

22 JUL 2013

- 5.1.6 **Record in L.R. Settlement :** The said Urmila Devi Chhawchharia recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1664 in respect of 10 decimals of land (having share 0.0294 out of 339 decimals of land in R.S./L.R. Dag No. 140).
- 5.1.7 **Registered Power of Attorney :** The said Urmila Devi Chhawchharia executed a General Power of Attorney, appointing her son, Manoj Chhawchharia as her constituted attorney with power to sell, transfer and convey the aforesaid land and / or any part of it.
- 5.1.8 **Desire of Sale by Urmila Devi Chhawchharia to the present Purchasers :** The said Urmila Devi Chhawchharia through her constituted attorney, decides to sell **ALL THAT** piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 2 (Two) Chittacks 12 (Twelve) sq.ft. be the same a little more or less**, lying and situated at **Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1664, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently A.D.S.R.O. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas, West Bengal [SAID PROPERTY]**, morefully described in the Second Schedule hereunder written, being part of the total land as described in the First Schedule hereunder written, to the present Purchasers, at a total consideration of **Rs. 1,22,00,000.00 (Rupees One Crore Twenty Two Lakh) only.**

Out of which Rs. 1,21,00,000.00 (Rupees One Crore Twenty One Lakh) only will be paid to the present owner and Rs. 1,00,000.00 (Rupees One Lakh) only will be paid to the Confirming Party, M/s. Moonstone Enterprise Pvt. Ltd.

The total land is morefully described in the First Schedule hereunder written and **Said Property/Sold Property** is morefully described in the Second Schedule hereunder written. A Plan of the total First Schedule land is attached herewith and will be treated as part and parcel of this present Deed.



**AMERICAN PEOPLE FOR AMERICA
2000, New York, New York**

27 JUL 2015

- 5.1.9 **Acceptance by Purchasers** : The Purchasers herein have accepted the aforesaid proposal and agreed to purchase the SAID PROPERTY morefully described in the Second Schedule hereunder written, at an agreed consideration of Rs. 1,22,00,000.00 (Rupees One Crore Twenty Two Lakh) only.
- 5.1.10 **Title of the Owner/Vendor** : Thus in the abovementioned circumstances and on the basis of the aforesaid deed, the Owner/Vendor has become the absolute owner of the Said Property.
- 5.1.11 **True and Correct Representations** : The Owner/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 Owner/Vendor represents and covenants regarding encumbrances as follows :
- 5.2.1 **No Acquisition / Requisition** : The Owner/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 Owner/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 Owner/Vendor** : The Owner/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.



~~RESTRICTED~~
~~CONFIDENTIAL~~

27 JUL 2018

- 5.2.4 **Right, Power and Authority to Sell :** The Owner/Vendor has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Property to the Purchasers.
- 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 Owner/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 Owner/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, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Owner/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 Owner/Vendor or the Owner/Vendor's predecessors-in-title and the title of the Owner/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 Owner/Vendor from selling, transferring and/or alienating the Said Property or any part thereof.



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6. **Basic Understanding :**

- 6.1 **Agreement to Sell and Purchase :** The Purchasers have approached the Owner/ Vendor and offered to buy the Said Property to the Purchasers and the Purchasers 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 Owner/Vendor (collectively Representations), have agreed to purchase the Said Property from the Owner/Vendor.
- 6.2 **Confirming Party :** The Confirming Party being the Developer of the entire project comprising and consisting of First Schedule land incurred financial expenses by dint of which, it had a charge on the Second Schedule land (which is a Part of First Schedule Land) and it is due to such charge on the Property amount of Rs. 1,00,000.00 (Rupees One Lakh) only is paid by the Purchasers to the Confirming Party, and in lieu of such the Confirming Party execute this Deed and thereby confirm the sale in respect of the Second Schedule Land in favour of the Purchasers by the Vendor.

7. **Transfer :**

- 7.1 **Hereby Made :** The Owner/Vendor and the Confirming Party hereby sell, convey and transfer to the Purchasers 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 encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory, prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities.
- 7.2 The Confirming Party hereby confirms the above stated sale and transfer by the Vendor of her right, title and interest in the said Property in favour of the Purchasers in the manner as aforesaid.



AMERICAN REPORTS TO CONGRESS
Submitted: Nov. 1947. Issue 14-15-16-17-18

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7.3 **Consideration** : The aforesaid transfer is being made in consideration of a sum of **Rs. 1,22,00,000.00 (Rupees One Crore Twenty Two Lakh)** only paid by the Purchasers to the Owner/Vendor and the Confirming Party, receipt of which the Owner/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 Owner/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 Owner/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 Owner/Vendor about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers being satisfied about the title, right and interest of the Owner/Vendor and further on such express indemnification by the Owner/Vendor about the correctness of the their title and the representations and authority to sell.



**ADDRESS: 8600 COLLETT DRIVE
COLLETT, NEW YORK, 12027-2000**

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- 8.2.2 **Transfer of Property Act** : All obligations and duties of Owner/Vendor and Purchasers and Confirming Party 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 Owner/Vendor and the Confirming Party to the Purchasers, which the Purchasers admits, acknowledges and accepts.
- 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 Owner/Vendor, with regard to which the Owner/Vendor hereby agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 8.5 **Holding Possession** : The Owner/Vendor and the Confirming Party hereby covenant that the Purchasers and its/their directors, 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 purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner/Vendor and the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Owner/Vendor and Confirming Party.
- 8.6 **Covenant against Encumbrances** : The Owner/Vendor indemnify the Purchasers and the Purchasers is well and sufficiently saved defended and kept harmless and indemnified of, from and against all former and other estates,
- 



Administrative Services Division
Records Management Division

22 JUL 2013

titles charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Owner/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 Owner/Vendor and the Confirming Party declare that the Purchasers can fully be entitled to mutate its/their names in the record of the concerned B.L. & L.R.O. and in the office of the concerned Rajarhat Gopalpur Municipality and / or any other respective authority/authorities and to pay tax or taxes and all other impositions in its/their own names. The Owner/Vendor and the Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Property in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

8.8 Further Acts : The Owner/Vendor hereby covenant that the Owner/Vendor and Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter at cost of the Purchasers, upon every request of the Purchasers and / or its/their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

8.9 Share of Purchasers in the First Schedule Property : In accordance with the investment, the purchaser namely Skipper Distributors Pvt. Ltd. will get **6 (Six) Cottahs of land out of the First Schedule property.** The share of Skipper Distributors Pvt. Ltd. is morefully described in the Part-I of the Third Schedule hereunder written.

In accordance with the investment, the other purchaser namely Arch Infra Properties Pvt. Ltd. will get **0 (Zero) Cottah 2 (Two) Chittacks 12 (Twelve) sq.ft. of land out of the First Schedule property.** The share of Arch Infra Properties Pvt. Ltd. is morefully described in the Part-II of the Third Schedule hereunder written.



UNIVERSITY OF TORONTO LIBRARY
Stacks, Room 2042, 78 St. George Street

22 JUL 2013

THE FIRST SCHEDULE ABOVE REFERRED TO**[Description of Total Land]**

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

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. formerly Rajarhat presently Baguiati, comprised in R.S. Dag No. 534, under R.S. Khatian No. 53, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently A.D.S.R.O. Rajarhat, within the local limit of Rajarhat Gopalpur Municipality, [Rajarhat Road], 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 : Approx. 60 ft. wide Rajarhat Road.



ADDITIONAL INFORMATION
Available from 2013. Date 2013/07/22

22 JUL 2013

THE SECOND SCHEDULE ABOVE REFERRED TO**[TOTAL SOLD PROPERTY / SAID PROPERTY]**

ALL THAT piece and parcel of total aggregated Sali land measuring **6 (Six) Cottahs 2 (Two) Chittacks 12 (Twelve) sq.ft.** be the same a little more or less, lying and situated at **Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat,** comprised in **R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1664, A.D.S.R.O. Bidhannagar, Salt Lake City presently A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas, West Bengal.**

The Sold Property/Said Property being undivided share/part of the total land as described in the First Schedule hereinabove written.

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



RECORDS SECTION
COLLEGE PARK, MARYLAND

22 JUL 2015

THE THIRD SCHEDULE ABOVE REFERRED TO
[SHARE OF PRESENT PURCHASER IN THE SOLD PROPERTY]

PART-I

SHARE OF SKIPPER DISTRIBUTORS PVT. LTD

ALL THAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs be the same a little more or less, lying and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1664, A.D.S.R.O. Bidhannagar, Salt Lake City presently A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas, West Bengal, out of the Sold Property.

PART-II

SHARE OF ARCH INFRA PROPERTIES PVT. LTD.

ALL THAT piece and parcel of total aggregated Sali land measuring 0 (Zero) Cottah 2 (Two) Chittacks 12 (Twelve) sq.ft. be the same a little more or less, lying and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1664, A.D.S.R.O. Bidhannagar, Salt Lake City presently A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas, West Bengal, out of the Sold Property.



AMERICAN SOCIETY OF TROPICAL MEDICINE AND HYGIENE
1200 EAST 64TH STREET, NEW YORK, N.Y. 10022

22 JUL 2013

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. GAURAV CHHAWCHHARIA
1A NANDA MULLICK LANE
KOLKATA - 700002
SON OF : MANOJ CHHAWCHHARIA

Gaurav

2. SUNIL MAHESHWARI
5, KABIR ROAD
KOL- 26
Sunil Maheshwari

Drafted By :

Pinaki Chattopadhyay
Adm. FI 1305/2011
For Pinaki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 157.
Ph. : 2570 8471.

Composed By :

Gopa Dasgupta
Gopa Dasgupta,
Teghoria Main Road,
Kolkata - 700 157.

Manoj Chhawchharia

Manoj Chhawchharia
As Constituted Attorney of
Urmila Devi Chhawchharia

Manoj Chhawchharia
As Constituted Attorney of
Urmila Devi Chhawchharia
Owner/Vendor

Skipper Distributors Pvt. Ltd.

Romit R Shamsukha
Director

Romit R Shamsukha
Director of
Skipper Distributors Pvt. Ltd.

ARCH INFRA PROPERTIES PVT. LTD.

Dhiraj Surana
Director

Dhiraj Kumar Surana
Director of
Arch Infra Properties Pvt. Ltd.

Purchasers

For MOONSTONE ENTERPRISES PVT. LTD.

Rashvardhan Saraf
Director

RASHVARDHAN SARAF
Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

Contd.....17



AMERICAN MEDICAL ASSOCIATION
535 N. Dearborn St., Chicago, Ill. 60610

22 JUL 2013

MEMO OF CONSIDERATION

Received Rs. 1,21,00,000.00 (Rupees One Crore Twenty One Lakh) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named purchasers.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
462085	17.07.13	HDFC Bank Ltd., Stephen House	Rs. 1,18,20,896.00
265058	17.07.13	HDFC Bank Ltd., Stephen House	Rs. <u>2,79,104.00</u>
TOTAL :			<u>Rs. 1,21,00,000.00</u>

Witnesses :-

1. GAURAV CHHAWCHHARIA
1A NANDA WULCE LANE
KOLKATA - 700003
S/O OF : MANOJ CHHAWCHHARIA

Gaurav

2. SUNIL MAHESHWARI
5, KABIR ROAD
KOL-26

Sunil Maheshwari

Manoj Chhawchharia

Manoj Chhawchharia
As Constituted Attorney of
Urmila Devi Chhawchharia

Manoj Chhawchharia
As Constituted Attorney of
Urmila Devi Chhawchharia

Owner/Vendor



RECORDS MANAGEMENT DIVISION
U.S. DEPARTMENT OF GOVERNMENT ORGANIZATION

22 JUL 2013

Received Rs. 1,00,000.00 (Rupees One Lakh) only as full and final consideration money of the schedule land morefully mentioned in the Second Schedule hereinabove written, from the above named purchasers.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
462083	17.07.13	HDFC Bank Ltd., Stephen House	Rs. 97,959.00
265056	17.07.13	HDFC Bank Ltd., Stephen House	Rs. 2,041.00
TOTAL :			<u>Rs.1,00,000.00</u>

Witnesses :-

1. GANESH CHANDRACHARIA
1A NARAYAN MULLICK LANE
KOLKATA - 700016
SON OF MANOJ CHANDRACHARIA
Ganesh

2. SUNIL MAHESHWARI
S, KABIR ROAD
KOL-26
Sunil Maheshwari

For MOONSTONE ENTERPRISES PVT. LTD.

Harshvardhan Saraf
Director

HARSHVARDHAN SARAF

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



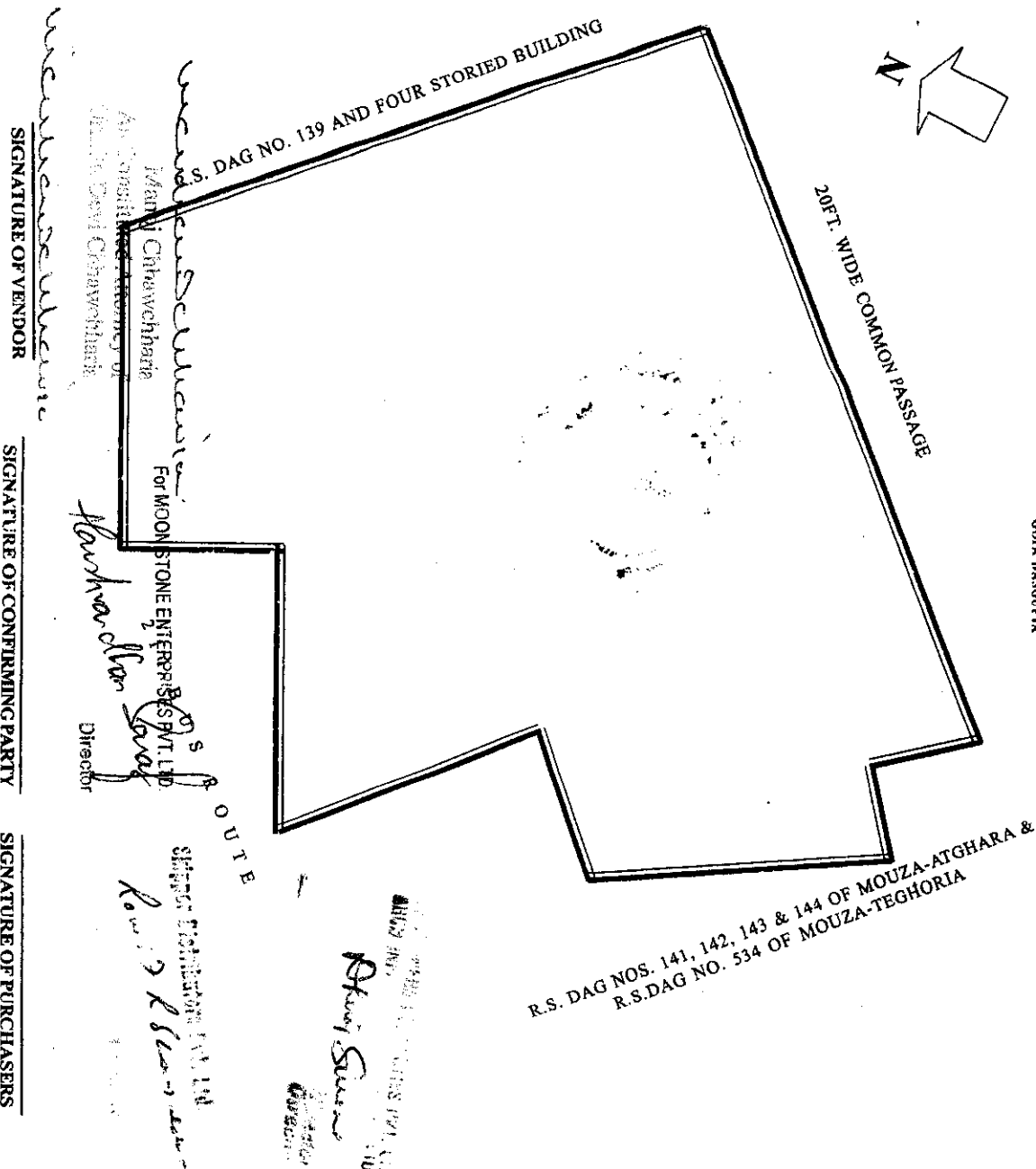
**ADDRESS ONLY NO POSTAGE
NECESSARY IF MAILED IN THE UNITED STATES**

22 JUL 2013

SITE PLAN OF SALLI LAND MEASURING 203 COTTAHS MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER C.S. KHATIAN NO. 120, R.S. KHATIAN NO. 90, I.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, AT MOUZA-ATGHARA, J.L. NO. 10, AND ALSO SALLI LAND MEASURING 3 COTTAHS & CHITTACKS MORE OR LESS COMPRISED IN R.S. DAG NO. 534 UNDER R.S. KHATIAN NO. 53, AT MOUZA - TEGHORIA, J.L. NO. 2, P.S. RAJARHAT PRESENTLY BAGUIATI, RAJARHAT GOPALPUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT NORTH 24 PARGANAS.

SOLD AREA : 6 COTTAHS 2 CHITTACK 12 SQ.FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 140 UNDER R.S. KHATIAN NO. 90, I.R. KHATIAN NO. 1664, AT MOUZA-ATGHARA, BEING UNDIVIDED PART OF THE AFORESAID TOTAL LAND

VENDOR : MANOJ CHHAWCHHARIA AS CONSTITUTED ATTORNEY OF URMILA DEVI CHHAWCHHARIA
 PURCHASERS : SKIPPER DISTRIBUTORS PVT. LTD. & ARCH INFRA PROPERTIES PVT. LTD.
 CONFIRMING PARTY : M/S. MOONSTONE ENTERPRISE PVT. LTD.



NOT IN SCALE
 DRAWN BY:
 GORA HASRUPTA

SIGNATURE OF VENDOR

SIGNATURE OF CONFIRMING PARTY

SIGNATURE OF PURCHASERS

Manoj Chhawchharia
 As Constituted Attorney of
 Urmila Devi Chhawchharia

For MOON
 STONE ENTERPRISE PVT. LTD.
 Director

Skipper Distributors Pvt. Ltd.
 Arch Infra Properties Pvt. Ltd.

ROUTE

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



ADDITIONAL INFORMATION FOR THE USER
SEARCHED, SERIALIZED, INDEXED, FILED

22 JUL 2013


SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CLAIMANT
WITH PHOTO


UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - L.H. BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 ARCH INERA PROPERTIES PVT. <i>[Signature]</i>	LH.								
	RH.								

ATTESTED
Director

Handwritten notes: *Handwritten signature*

 ATTESTED as Constituted Attorney of Umika Devi Chhawchhari.	LH.								
	RH.								

 Distributors Pvt. Ltd. ATTESTED	LH.								
	RH.								

 ATTESTED	LH.								
	RH.								

For MOSTESTED :
Handwritten signature
Director





**AMERICAN PEOPLE FOR FREEDOM
2000, New York, New York 10001**

22 JUL 2013

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 09646 / 2013, Deed No. (Book - I , 08947/2013)



I . Signature of the Presentant



Name of the Presentant	Photo	Finger Print	Signature with date
Dhiraj Kumar Surana 99 A, Park Street, 5th Floor, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700016	 22/07/2013	 LTI 22/07/2013	<i>Dhiraj Surana</i> 22/07/2013

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
--------	---------------------------	--------	-------	--------------	-----------

1	Manoj Chhawchharia Address -1 A, Nando Mallick Lane, Kolkata, Thana:-Burrabazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007	Attorney	 22/07/2013	 LTI 22/07/2013	<i>Manoj Chhawchharia</i>
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2	Harshvardhan Saraf Address -5, Kabir Road, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026	Confirming Party	 22/07/2013	 LTI 22/07/2013	<i>Harshvardhan Saraf</i>
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3	Romit R Shamsukha Address -8 B, Loudon Street, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700017	Self	 22/07/2013	 LTI 22/07/2013	<i>Romit R Shamsukha</i>
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4	Dhiraj Kumar Surana Address -99 A, Park Street, 5th Floor, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700016	Self	 22/07/2013	 LTI 22/07/2013	<i>Dhiraj Surana</i>
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Name of Identifier of above Person(s)
 G Chhawchharia
 1 A, Nando Mallick Lane, Kolkata, District:-Kolkata,
 WEST BENGAL, India, Pin :-700006

Signature of Identifier with Date
G Chhawchharia 22/7/13

(Signature)
 Additional District Sub-Registrar
 (Debasish Dhar)
 Additional District Sub-Registrar
 Office of the A.D.S.R. RAJARHAT





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

Endorsement For Deed Number : I - 08947 of 2013
(Serial No. 09646 of 2013 and Query No. 1523L000016006 of 2013)

On 22/07/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23, 4, 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 136216/- is paid , by the draft number 470062, Draft Date 17/07/2013, Bank Name State Bank of India, PARK STREET, received on 22/07/2013

(Under Article : A(1) = 135113/- B = 1089/- ,E = 14/- on 22/07/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,22,83,333/-

Certified that the required stamp duty of this document is Rs.- 859854 /- and the Stamp duty paid as: Impresive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty Rs. 859358/- is paid , by the draft number 470061, Draft Date 17/07/2013, Bank : State Bank of India, PARK STREET, received on 22/07/2013

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

Presented for registration at 13.55 hrs on :22/07/2013, at the Office of the A.D.S.R. RAJARHAT by Dhiraj Kumar Surana , one of the Claimants.

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

Execution is admitted on 22/07/2013 by

1. Harshvardhan Saraf
Director, M/s. Moonstone Enterprise Pvt. Ltd., 5, Kabir Road, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.
, By Profession : Business
2. Romit R Shamsukha
Director, Skipper Distributors Pvt. Ltd., 8 B, Loudon Street, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700017.
, By Profession : Business
3. Dhiraj Kumar Surana
Director, Arch Infra Properties Pvt. Ltd., 99 A, Park Street, 5th Floor, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700016.
, By Profession : Business

(Debasish Dhar)
Additional District Sub-Registrar





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

Endorsement For Deed Number : I - 08947 of 2013
(Serial No. 09646 of 2013 and Query No. 1523L000016006 of 2013)

Identified By G Chhawchharia, son of M Chhawchharia, 1 A, Nando Mallick Lane, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste: Hindu, By Profession: Student.

Executed by Attorney

Execution by

1. Manoj Chhawchharia, son of Lt. Kashi Prasad Chhawchharia , 1 A, Nando Mallick Lane, Kolkata, Thana:-Burrabazar, District:-Kolkata, WEST BENGAL, India, Pin :-700007 By Caste Hindu By Profession: Others,as the constituted attorney of Urmila Devi Chhawchharia is admitted by him.

Identified By G Chhawchharia, son of M Chhawchharia, 1 A, Nando Mallick Lane, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700006, By Caste: Hindu, By Profession: Student.

(Debasish Dhar)
Additional District Sub-Registrar


Additional District Sub-Registrar
Kolkata, New Town, North 24-Parganas
(Debasish Dhar)
Additional District Sub-Registrar

22 JULI 2013



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 13
Page from 6248 to 6272
being No 08947 for the year 2013.



(Debasish Dhar) 22-July-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal



DATED THE DAY OF 2013

DEED OF CONVEYANCE

BETWEEN

Urmila Devi Chhawchhari

Owner/Vendor

Skipper Distributors Pvt. Ltd.

Arch Infra Properties Pvt. Ltd.

Purchasers

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph : 2570 8471

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157