

गारतीय गैर न्यायिक

एक सौ रुपये

v. 100



Rs. 100

ONE HUNDRED AUPLES

NO ANON SUDICIALS 1881 881

१०० अन्त्रियुवका पश्चिम बंगाल WEST BENGAL

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Addi. District Sub-Registrat Biuhannagar, (Salt Lake City)

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DEED OF CONVEYANCE

- Date: 31st october 2011
- 2. Place: Kolkata
- 3. Parties:
- 3.1 YASHVARDHAN SARAF

 IPAN NO. BZAPS5667ML

 son of Sanjay Saraf, by faith -

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Hindu, by occupation - Student, by nationality - Indian, residing at 5. Kabir Road, Kolkata - 700 026, West Bengal.

Hereinafter called and referred to as the "OWNER / YENDOR" (which hexpression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include his heirs, administrators, executors. legal representatives, nominees and assigns) of the FIRST PART.

AND

ABHINAV DISTRIBUTORS PVT. LTD. [PAN NO. AAICA7264R]. a

Private Limited Company, incorporated under the Provisions of the

Companies Act, 1956, having its Registered Office at 4, Sooter Kin Street,

Ist Floor, Kolkata - 700 072, West Bengal, represented by its Director,

GAURAV SINGH, son of Ashwini Kumar Singh.

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

AND

M/S. MOONSTONE ENTERPRISE PVT. LTD. [PAN NO.]

AADCM4928Rl, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office at 5, Provisions of the Companies Act, 1956, having its Registered Office Act, 1956, having its Registered Office

Hereinafter called and referred to as the "CONFIRMING PARTY" (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director in office, office bearers, executors, administrators, legal representatives, nominees and assigns) of the THIRD PART.

In these presents, for the sake of brevity the Vendor, Purchaser and Confirming Party collectively referred to as Parties and individually as Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

- 4. Subject Matter of Conveyance:
- Said Property: Shall mean imply and include ALLTHAT piece and parcel of Sali land measuring 0 (Zero) Cottah 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. be the same a little more or less being undivided part of the land as described in the First & Second Schedule hereinafter written. lying and situated at Mouza Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Sait Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas. The total land is described in the First Schedule and Said Property/Sold Property is morefully described in the Third Schedule hereunder written. A Plan of the total land is attached herewith [SAID PROPERTY].
 - 5. Background, Representations and Covenants:
 - Representations Regarding Title: The Vendor has made the following representations and given the following warranties to the Purchaser regarding title.

- Absolute Ownership of Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul: One Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul were the absolute joint owners in respect of land measuring about 10 Bighas and 6 Cottahs more or less, lying and situated in Mouza Atghara, J.L. No. 10, P.S. Rajarhat, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in the District North 24 Parganas.
- 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.
- Mondal): One Vijaylaxmi Jhunjhunwalla (nee Saraf) from Nilima Roy (nee Mondal): One Vijaylaxmi Jhunjhunwalla (nee Saraf) purchased a plot, being Plot No. 14, consisting 3 (Three) Cottahs 0 (Zero) Chittack 24 (Twenty Four) sq.ft. more or less together with proportionate undivided share of passage measuring 0 (Zero) Cottah 11 (Eleven) Chittacks 3 (Three) sq.ft. more or less, and also another plot, being Plot Nos. 13 & 29, consisting 0 (Zero) Cottah 6 (Six) Chittacks 8 (Eight) sq.ft. together with proportionate undivided share of passage measuring 0 (Zero) Cottah 1 (One) Chittack 18 (Eighteen) sq.ft. more or less in total 4 (Four) Cottahs 3 (Three) Chittacks 8 (Eight) sq.ft. more or less comprised in portion of R.S. Dag No. 140, under C.S.

Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, from one Nilima Roy (nee Mondal), by the strength of a 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. 463, Pages 197 to 219, being Deed No. 08217 for the year 2003.

- Again Purchase by Vijaylaxmi Jhunjhunwalla (nec Saraf) from Subhas 5.1.4 Chandra Paul & Others: The Vijaylaxmi Jhunjhunwalla (nee Sarat) again purchased a plot, being Plot No. 23, consisting 1 (One) Cottah 0 (Zero) Chittack 41 (Forty One) sq.ft. more or less and also another plot, being Plot Nos. 13 & 29, consisting 0 (Zero) Cottah 2 (Two) Chittacks 8 (Eight) sq.ft. together with proportionate undivided share of passage measuring 0 (Zero) Cottah 4 (Four) Chittacks 16 (Sixteen) sq.ft. more or less in total 1 (One) Cottah 7 (Seven) Chittacks 20 (Twenty) sq.ft. more or less comprised in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, from one Subhas Chandra Paul & Others, 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 22 to 42, being Deed No. 03333 for the year 2004.
- Kumar Bhattacharjee: The Vijaylaxmi Jhunjhunwalla (nec Saraf) from Ramendra Kumar Bhattacharjee: The Vijaylaxmi Jhunjhunwalla (nee Saraf) again purchased a plot, being Plot Nos. 13 & 29, consisting 1 (One) Cottah 0 (Zero) Chittack 22 (Twenty Two) sq.ft. together with proportionate undivided share of passage measuring 0 (Zero) Cottah 3 (Three) Chittacks 33 (Thirty Three) sq.ft. more or less in total 1 (One) Cottah 4 (Four) Chittacks 10 (Ten) sq.ft. more or less comprised in portion of R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, in Mouza Atghara, J.L. No. 10, Re.

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Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, from one Ramendra Kumar Bhattacharjee, by the strength of a Registered Deed of Conveyance, registered on 12.12.2003, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I. Volume No. 195, Pages 239 to 260, being Deed No. 03329 for the year 2004.

- 5.1.6 Record by Vijaylaxmi Jhunjhunwalla (nee Saraf): The said Vijaylaxmi Jhunjhunwala (nee Saraf) recorded her name in the L.R. Settlement, in L.R. Khatian No. 1653, and also muteted her name in Rajarhat Gopalpur Municipality, having Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6, in respect of the aforesaid plots of land.
- Absolute Ownership of Vijaylaxmi Jhunjhunwalla (nee Saraf): Thus on the basis of the aforesaid three deeds, the said Vijaylaxmi Jhunjhunwalla (nee Saraf) became the absoslute owner of land measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. more or less, in R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1653, in Mouza Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172. Pargana Kalikata, P.S. Rajarhat, having Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6, in the District North 24 Parganas.
- Sift by Vijaylaxmi Jhunjhunwalla (nec Saraf) to the present owner, Yashvardhan Saraf: The said Vijaylaxmi Jhunjhunwalla (nee Saraf) gifted the aforesaid total land measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. more or less, to her own brother, Yashvardhan Saraf, present owner herein, by the strength of a Registered Deed of Gift, registered on 22.09.2008, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 11. Pages 15892 to 15904, being Deed No. 12105 for the year 2008.

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- Absolute Ownership of Yashvardhan Saraf: Thus on the basis of the aforesaid deed, the said Yashvardhan Saraf became the absolute owner of ALLTHAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. be the same a little more or less being part of the land described in the First & Second Schedule hereinafter written, lying and situated at Mouza Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1653, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas morefully described in the Second Schedule hereunder written.
 - 5.1.10 Record by Yashvardhan Saraf: The said Yashvardhan Saraf recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1764, in respect of 12 decimals of land (having share 0.0343out of 339 decimals of land in R.S./L.R. Dag No. 140 in Mouza Atghara).
 - Yashvardhan Saraf decides to sell ALL THAT piece and parcel of Sali land measuring 0 (Zero) Cottah 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. be the same a little more or less out of his possession, 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. 1653 corresponding to L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004; in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas [SAID PROPERTY], morefully described in the Third Schedule hereunder written, being part of the total

land as described in the First Schedule and Second Schedule hereunder written to the present Purchaser, at a total consideration of Rs. 12,06,111.00 (Rupeer Twelve Lakhs Six Thousand One Hundred Eleven) only. Out of which Rs 8,17,892.00 (Rupees Eight Lakhs Seventeen Thousand Eight Hundred Ninety Two) only will be paid to the owner, Yashvardhan Saraf, and Rs. 3,88,219.00 (Rupees Three Lakhs Eighty Eight Thousand Two Hundred Nineteen) 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 total land of Yashvardhan Saraf is morefully described in the Second Schedule hereunder written, and Said Property/Sold Property is morefully described in the Third 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.

- Acceptance by Purchaser: The Purchaser herein has/have accepted the aforesaid proposal and agreed to purchase the SAID PROPERTY morefully described in the Third Schedule hereunder written, at an agreed consideration of Rs. 12,06,111.00 (Rupees Twelve Lakhs Six Thousand One Hundred Eleven) only.
- 5.1.12 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.
- 5.1.13 True and Correct Representations: The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- Representations and Covenants regarding Encumbrances: The Vendor represents and covenants regarding encumbrances as follows:

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- 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.
- 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.
- No Right of Preemption: No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.

- 5.2.8 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendor or the Vendor's predecessors-in-title and the title of the Vendor to the Said Property is free, clear and marketable.
- 5.2.9 No Personal Guarantee: The Said Property is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.10 No Bar by Court Order or Statutory Authority: There is no order of Court or any other statutory authority prohibiting the Vendor from selling. transferring and / or alienating the Said Property or any part thereof.
- 6. Basic Understanding:
- Agreement to Sell and Purchase: The Purchaser has/have approached the Vendor and offered to buy the Said Property to the Purchaser and the Purchaser based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above and upon satisfaction of the right, title and interest of the said vendor (collectively Representations), has/have agreed to purchase the Said Property from the Vendor.
- 6.2 Confirming Party: The Confirming Party being the Developer of the entire project comprising and consisting of First Schedule land incurred financial expenses by dint of which, it had a charge on the Second & Third Schedule land (which is a Part of First Schedule Land) and it is due to such charge on

the Property and amount of Rs. 3,88,219.00 (Rupees Three Lakhs Eighty Eight Thousand Two Hundred Nineteen) 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 Second & Third Schedule Land.

7. Transfer:

- Hereby Made: The Vendor and the Confirming Party hereby sell, convey and transfer to the Purchaser the entirety of their right, title, priviliges and interest of whatsoever or howsoever nature in the SAID PROPERTY morefully described in the Third Schedule hereinafter written, free from all encumbrances, mortgages, charges, liens, attachments, lispendens, uses, debutters, trusts, prohibitions, Income Tax Attachment, Financial Institution charges, statutory, prohibitions, acquisitions, requisitions, vestings, bargadars and liabilities.
- 7.2 Consideration: The aforesaid transfer is being made in consideration of a sum of Rs. 12,06,111.00 (Rupees Twelve Lakhs Six Thousand One Hundred Eleven) 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.
- 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 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 Party as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 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 admits, acknowledges and accepts.
- 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.

- 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.
- No Objection to Mutation: The vendor and the Confirming Party declare that the purchaser can fully be entitled to mutate its/their names in all records of the concerned authority including Rajarhat Gopalpur Municipality and to pay tax or taxes and all other impositions in its/their own names. The vendor and the Confirming Party undertake to co-operate with the purchaser in all respect to cause mutation of the Said Property in the name of the purchaser and in this regard shall sign all documents and papers as required by the purchaser.
- 8.8 Further Acts: The vendor and the Confirming Party hereby covenant that the vendor or any person claiming under them, shall and will from time to

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

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

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

ON THE NORTH :

R.S. Dag No. 139 and Four Storied Building.

ON THE SOUTH

R.S. Dag Nos. 141, 142, 143 & 144 of

Mouza - Atghara and R.S. Dag No. 534 of

Mouza - Teghoria.

ON THE EAST

20 ft. Wide Common Private passage.

ON THE WEST

211 Bus Route.

[Land of Yashvardhan Saraf]

ALL THAT piece and parcel of total aggregated Sali land measuring 6 (Six) Cottahs 14 (Fourteen) Chittacks 38 (Thirty Eight) 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, 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. 1653 corresponding to L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO [SOLD PROPERTY / SAID PROPERTY]

ALL THAT piece and parcel of Sali land measuring 0 (Zero) Cottah 14 (Fourteen) Chittacks 38 (Thirty Eight) sq.ft. be the same a little more or less out of the aforesaid land morefully described in the Second Schedule hereinabove written, lying and situated at Mouza - Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, Pargana - Kalikata, P.S. Rajarhat, comprised in R.S./L.R. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 1653 corresponding to L.R. Khatian No. 1764, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, Holding Nos. AS/69/1526/2003-04, AS/18/1566/2004 & AS/19/1566/2004, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas. The Sold Property/Said Property being undivided share/part of the total land as described in the First & Second 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.

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. 8K Mothicaldin Almed. 870 & md. Ali of Bishnuphs, Rajuhad. Rif- 135

BUMATHOUR BUMATHOUR RD21RAGHUNATHOUR KOL59

Yashvardhan Saraf

Owner / Vendor

Gaurav Singh
Director of
Abhinav Distributros Pvt. Ltd.
Purchaser

Drafted By:

For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph.: 2570 8471.

Sanday Saraf Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

Composed By:

Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.

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MEMO OF CONSIDERATION

Received Rs. 8,17,892.00 (Rupces Eight Lakhs Seventeen Thousand Eight Hundred Ninety Two) only as full and final consideration money of the schedule land morefully mentioned in the Third Schedule hereinabove written, from the above named purchaser.

.Cu. No.	Bank	Amount
421412	Punjab National	Ro. 817892.00
	bank, Shakerpear	
	Sarani Br.	•

1. SK Mohindelin Almed.

F. 200

Yashvardhan Saraf

Owner / Vendor

Received Rs. 3,88,219.00 (Rupees Three Lakhs Eighty Eight Thousand Two Hundred Nineteen) only as full and final consideration money of the schedule land morefully mentioned in the Third Schedule hereinabove written, from the above named purchaser.

Ch. No. Bank. Amound

121413: Punjab National Rr. 388210

Bank. Shakespear Sazam Ar.

Witnesses :-

1. M Mohnadin Almed

2. B. wor al

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

SITE PLAN OF SALI LAND MEASURING 203 COTTAHS MORE OR LESS COMPRISED IN R.S. DAGNO, 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, LYINGAND SITUATED AT MOUZA-ATGHARA J.L. NO. 10, RE. SA. NO. 133, TOUZI NO. 172 AND ALSO SALI LAND MEASURING 3 COTTAHS 8 CHITTACKS MORE OR LESS COMPRISED IN R.S. DAG NO. 534, UNDER R.S. KHATIAN NO. 53, LYING AND SITUATED AT MOUZA-TECHORIA, J.L. NO. 9, P.S. RAJARHAT PRESENTLY BAGUIATI, A.D.S.R.O. BIDHANNAGAR, SALT LAKE CITY, WITHIN THE LOCAL LIMIT OF RAJARHAT GOPALPUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT NORTH 24 PARGANAS.

SOLD AREA:

0 COTTAIL 14 CHITTACKS 38 SO.FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 14

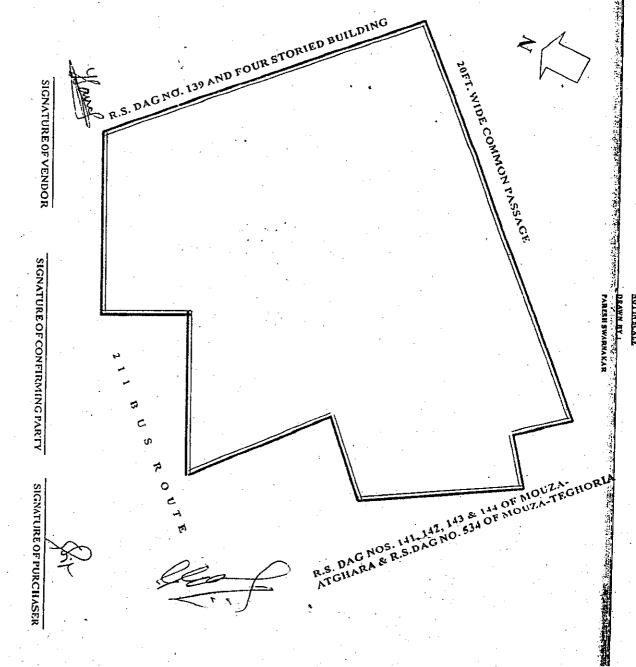
UNDER L.R. KHATIAN NO. 1653 CORRESPONDING TO L.R. KHATIAN NO. 1764, LYING ANT

SITUATED AT MOUZA-ATGHARA,

<u>VENDOR</u> : <u>YASHYARDHAN SARAF</u>

PURCHASER : ABHINAY DISTRIBUTORS PYT. LTD.,

CONFIRMING PARTY: M/S. MOONSTONE ENTERPRISE PVT. LTD.



Government Of West Bengal

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

Endorsement For Deed Number: 1 - 12396 of 2011

(Serial No. 13276 of 2011)

Payment of Fees:

On 31/10/2011__

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

Presented for registration at 21.05 hrs on :31/10/2011, at the Private residence by Gaurav Singr

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

Execution is admitted on 31/10/2011 by

- 1. Yashvardhan Saraf, son of Sanjay Saraf, 5 Kabir Rd, District:-Kolkata, WEST BENGAL. India, P.O. Pin:-700026, By Caste Hindu, By Profession: Business
- 2. Sanjay Saraf

Director, M/s Moonstone Enterprise Pvt Ltd, 5 Kabir Rd, District:-Kolkata, WEST BENGAL, India, P. :- Pin:-700026.

- , By Profession : Business .
- Gaurav Singh

Director, Abhinav Distributors Pvt Ltd, 4 Sooter Kin St, District:-North 24-Parganas, WEST BENGAL

, By Profession : Business

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

> (Debasish Dhar) ADDITIONAL DISTRICT SUB-REGISTRAR

On 01/11/2011

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

Admissible under rule 21 of West Bergel Registration Rule 1962 duly stamped under schedule 1A Article number: 23,4,53 of Indian Status Act, 1899 also things section 5 of West Bengal Land Reforms

ī.

Payment of Fees:

Amount By Cash

Rs. 17548/-, on 01/11/2011

Gramagar, North? (Under Article: A(1) = 17534/- E = 14/- on 01/11/2011)

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

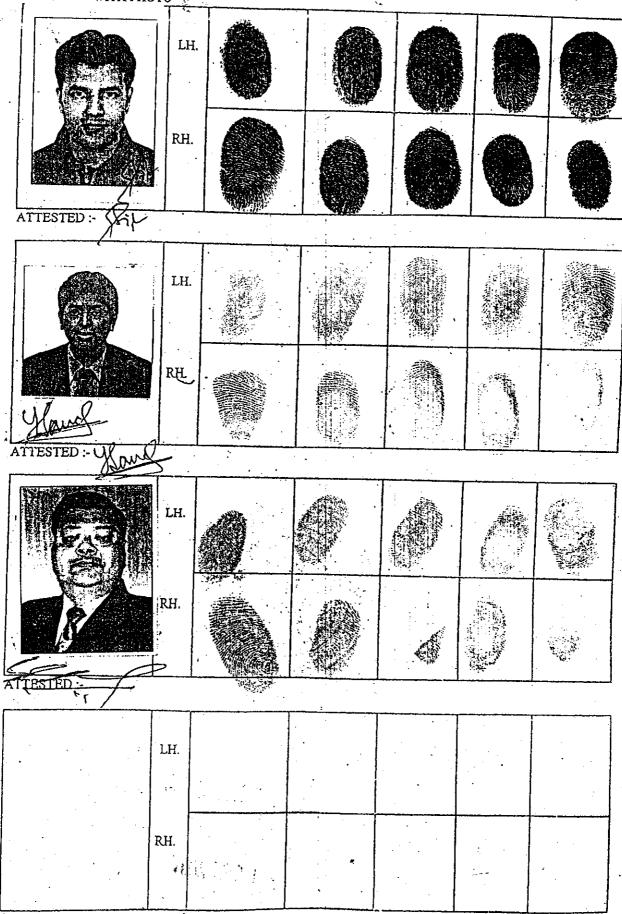
dधा. District Sub-Registran Bhannagar, (Sait Lake City)

-1 NOV 2011

(Debasish Dhar) ADDITIONAL DISTRICT SUB-REGISTRAR EndorsementPage 1 of 2

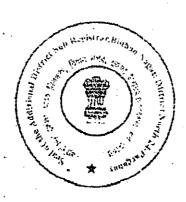
01/11/2011 13:40:00

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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 13775 to 13798 being No 12396 for the year 2011.



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

DEED OF CONVEYANCE

BETWEEN

Yashvardhan Saraf Owner / Vendor

Abhinav Distributros Pvt. Ltd.

<u>Purchaser</u>

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

Pinaki Chattopadhyay & Associates Solicitor & Advocates Sangita Apartment, Ground Floor Teghoria Main Road Kolkata - 700 059

Ph: 2570 8471

Composed By
Paresh Swarnakar
14/B, Jessore Road
Kolkata - 700 028