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Certify that the document is admissed to registration. The signature stached and the andorsements are the part of with this documents.

DEED OF CONVEYANCE

Addl. District Sub-Registrer
Eadhannagar, (Salt Lake Cay)

- 1 NOV 2011

- 1. Date: 315+ day of 0870647011
- 2. Place: Kolkata
- 3. Parties:
- 3.1 HARSHAVARDHAN SARAF

 [PAN NO. AXGPS5482H],
 son of Sanjay Saraf, by faith-

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ভেতারের নাম গ্রান্তারী অফিস বারাসাত	
্রারী মূল্য	*
ভারিখ হাবড়া এ.ডি.এস.আর অফিস, জেলা-উশ্তর ২৪ পরগনা ভেড়ারের নাম স্বাস্থা ঘোব	• 1 AUE 2011
ভেন্ডারের শাশ বর্ণা	#6000Q
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	Addl. District Sub-Registrat Highannagar, (Salt Lake Cay)
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H. Bishompuz Rajahod	ACT OF
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Busaneas	

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

Hereinafter called and referred to as the "OWNER / VENDOR" (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.

<u>AND</u>

NIMBUS COMMODEAL PVT. LTD. [PAN NO. AADCN6305P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 44/1, Rai Mohan Banerjee Road, Kolkata - 700 035, West Bengal, represented by its Director, RAM KARAN GUPTA, son of Late Hira Lal Gupta.

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

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, 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



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or context be deemed to mean and include its director in office, office bearers, executors, administrators, legal representatives, nominees and assigns) of the <u>THIRD PART</u>.

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 2 (Two) Cottahs 5 (Five) Chittacks 6 (Six) 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 Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas [SAID PROPERTY]. 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.
- 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.
- 5.1.1 Absolute Ownership of Avanti Paul @ Avanti Nath Paul & Jibanti Paul @ Jibanti Nath Paul : One Avanti Paul @ Avanti Nath Paul & Jibanti Paul



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- @ 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 & 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 passage measuring about 37 Cottah more or less, for exclusive use and enjoyment of the same by the owners/occupiers of the said 26 plots and the said passage was also shown in the Plan 'X' annexed thereto. The total land is morefully described in the First Schedule hereunder written.
- Sale by Avanti Paul & Jibanti Paul to Kalyan Mullick: One Avanti Paul & Jibanti Paul sold, transferred and conveyed 7 (Seven) Cottahs more or less of land being Plot No. 7, together with proportionate undivided share of passage measuring 1 (One) Cottah 9 (Nine) Chittacks 23 (Twenty Three) sq.ft. more or less, in total land measuring 8 (Eight) Cottahs 9 (Nine) Chittacks 23 (Twenty Three) 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, P.S. Rajarhat, in the District North 24 Parganas, to one Kalyan Mullick, 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. I, being Deed No. 7428 for the year 1965.
- 5.1.4 Again Sale by Avanti Paul & Jibanti Paul to the said Kalyan Mullick & 16 Others: The said Avanti Paul & Jibanti Paul again sold, transferred and conveyed 27 Cottahs 25 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, P.S.



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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 passage, to one Kalyan Mallick, Satish Chandra Sarkar, Shubhra Mitra, Kuntala Manna, Jugal Kishore Mondal, Kanika Majumder, Renuka Rani Ghosh, Shubendu Manna, Niiharendu Manna, Nilima Mondal, Haripada Chakraborty, Baniballav Biswas, Hari Narayan Paul, Saraswati Das, Remendra Kumar Bhattacharjee, Kanika Banerjee & Sasanka Sekhar Mitra, by the strength of a Registered Deed of Conveyance, registered on 13th August, 1965, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 107, Pages 96 to 105, being Deed No. 7430 for the year 1965.

- Share of Kalyan Mullick in Plot No. 13 & 29 Together with undivided share in Passage: Referencing the abovenoted sale, under Deed No. 7430 for the year 1965, the said Kalyan Mullick became the owner of 0 (Zero) Cottah 14 (Fourteen) Chittacks 19 (Nineteen) sq.ft. of land being undivided share in Plot No. 13 & 29, and also 0 (Zero) Cottah 3 (Three) Chittacks 12 (Twelve) sq.ft. being undivided share of the said passage, in total land measuring 1 (One) Cottah 1 (One) Chittack 31 (Thirty One) sq.ft. of land.
- Absolute Ownership of Kalyan Mullick: Thus the said Kalyan Mullick on the basis of aforesaid two deeds bearing Deed Nos. 7428 for the year 1965, and 7430 for the year 1965, became the absolute owner of ALL THAT piece and parcel of total aggregated Sali land measuring 9 (Nine) Cottahs 11 (Eleven) Chittacks 9 (Nine) sq.ft. be the same a little more or less consisting Plot No. 7, together with proportionate undivided share of passage, and also undivided share of Plot Nos. 13 & 29 together with proportionate undivided share of passage, 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, in the District North 24 Parganas.



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- 5.1.7 Sale by Kalyan Mullick to Anju Chhawchharia: The said Kalyan Mullick sold, transferred and conveyed 4 (Four) Cottahs 13 (Thirteen) Chittacks 27 (Twenty Seven) sq.ft. more or less of land out of the aforesaid land consisting Southern portion of Plot No. 7, together with proportionate undivided share of passage, and also undivided share of Plot Nos. 13 & 29 together with proportionate undivided share of passage, to one Anju Chhawchharia, wife of Manoj Chhawchharia, by the strength of a Registered Deed of Conveyance, registered on 04.06.2002, in the office of the A.D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. 1, Volume No. 61, Pages 55 to 71, being Deed No. 01741 for the year 2004.
- 5.1.8 Record by Anju Chhawchharia: The said Anju Chhawchharia recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1634.
- Sale by Anju Chhawchharia to the present owner, Harshvardhan Saraf:

 The said Anju Chhawchharia sold, transferred and conveyed 1 (One) Cottah
 7 (Seven) Chittacks 0 (Zero) sq.ft. more or less of land out of the aforesaid land consisting Southern portion of Plot No. 7, together with proportionate undivided share of passage, and also undivided share of Plot Nos. 13 & 29 together with proportionate undivided share of passage, to the present owner, Harshvardhan Saraf, son of Sanjay Saraf, by the strength of a Registered Deed of Conveyance, registered on 19.06.2008, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 8, Pages 576 to 591, being Deed No. 07970 for the year 2008.
- 5.1.10 Again Sale by Avanti Nath Paul & Others to Ramendra Kumar Bhattacharya: The said Avanti Nath Paul, Jibanti Nath Paul & Others sold, transferred and conveyed 5 (Five) Cottahs 4 (Four) Chittacks more or less, comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in Mouza Atghara, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, P.S. Rajarhat, in the District North



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24 Parganas, to one Ramendra Kumar Bhattacharya, 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. 1, Volume No. 104, Pages 163 to 169, being Deed No. 7426 for the year 1965.

- 5.1.11 Purchase by Nishikanta Mondal from Sahad Ali Mondal: One Nishikanta Mondal purchased a land measuring 2 (Two) Cottahs 12 (Twelve) Chittacks 0 (Zero) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in Mouza Teghoria, J.L. No. 9, P.S. Rajarhat, in the District North 24 Parganas, from one Sahad Ali Mondal, by the strength of a Registered Deed of Conveyance, registered on 17.05.1935, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 12, Pages 243 to 244, being Deed No. 948 for the year 1935.
- 5.1.12 Sale by Nishikanta Mondal to the said Ramendra Kumar Bhattacharya: The said Nishikanta Mondal sold, transferred and conveyed the aforesaid land measuring 2 (Two) Cottahs 12 (Twelve) Chittacks 0 (Zero) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in Mouza Teghoria, J.L. No. 9, P.S. Rajarhat, in the District North 24 Parganas, to the said Ramendra Kumar Bhattacharya, by the strength of a Registered Deed of Conveyance, registered on 13.08.1965.
- 5.1.13 Absolute Ownership of Ramendra Kumar Bhattacharya: Thus on the basis of the aforesaid two deeds, the said Ramendra Kumar Bhattacharya became the absolute owner of ALL THAT piece and parcel of land measuring

5 (Five) Cottahs 4 (Four) Chittacks more or less comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in **Mouza - Atghara**, J.L. No. 10, Re. Sa. No. 133, Touzi No. 172, P.S. Rajarhat, in the District North 24 Parganas, and also



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2 (Two) Cottahs 12 (Twelve) Chittacks 0 (Zero) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in **Mouza - Teghoria**, J.L. No. 9, P.S. Rajarhat, in the District North 24 Parganas.

5.1.14 Sale by Remendra Kumar Bhattacharya to M/s. Steelco (India): The said Ramendra Kumar Bhattacharya sold, transferred and conveyed the aforesaid land measuring

5 (Five) Cottahs 4 (Four) Chittacks more or less comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in Mouza - Atghara, and also

2 (Two) Cottahs 12 (Twelve) Chittacks 0 (Zero) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in **Mouza - Teghoria**,

to one M/s. Steelco (India), having its registered office at 88, Manicktala Main Road, Kolkata - 700 054, by the strength of a Registered Deed of Conveyance, registered on 06.09.1979, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 129, Pages 188 to 192, being Deed No. 6357 for the year 1979.

5.1.15 Sale by M/s. Steelco (India) to Shyam Sundar Jaiswal: The said M/s. Steelco (India) plotted the aforesaid total land and sold, transferred and conveyed land measuring:

1 (One) Cottah 5 (Five) Chittacks 2 (Two) sq.ft. more or less comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in **Mouza - Atghara**, and also undivided share of passage measuring 17 (Seventeen) sq.ft. out of 0 (Zero) Cottah 1 (One) Chittack 6 (Six) sq.ft.



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0 (Zero) Cottah 10 (Ten) Chittacks 17 (Seventeen) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in **Mouza - Teghoria**, and also undivided share of passage measuring 10 (Ten) sq.ft. out of 30 (Thirty) sq.ft.

in total land measuring 2 (Two) Cottahs 0 (Zero) Chittack 1 (One) sq.ft. more or less, to one Shyam Sundar Jaiswal, son of Late Shiv Prasad Jaiswal, by the strength of a Registered Deed of Conveyance, registered on 12.06.1986, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 88, Pages 413 to 426, being Deed No. 4615 for the year 1986.

5.1.16 Again Sale by M/s. Steelco (India) to Urmila Devi Jaiswal: The said M/s. Steelco (India) again sold, transferred and conveyed land measuring:

1 (One) Cottah 3 (Three) Chittacks 26 (Twenty Six) sq.ft. more or less comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in **Mouza - Atghara**, and also undivided share of passage measuring 17 (Seventeen) sq.ft. out of 0 (Zero) Cottah 1 (One) Chittack 6 (Six) sq.ft.

0 (Zero) Cottah 11 (Eleven) Chittacks 36 (Thirty Six) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in **Mouza - Teghoria**, and also undivided share of passage measuring 10 (Ten) sq.ft. out of 30 (Thirty) sq.ft.

in total land measuring 1 (One) Cottah 15 (Fifteen) Chittacks 44 (Forty Four) sq.ft. more or less, to one Urmila Devi Jaiswal, wife of Suresh Chand Jaiswal, by the strength of a Registered Deed of Conveyance, registered on 11.06.1986, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 86, Pages 111 to 130, being Deed No. 4485 for the year 1986.



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5.1.17 Again Sale by M/s. Steelco (India) to Supratik Kumar Jaiswal: The said M/s. Steelco (India) again sold, transferred and conveyed land measuring:

1 (One) Cottah 1 (One) Chittack 5 (Five) sq.ft. more or less comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in **Mouza - Atghara**, and also undivided share of passage measuring 17 (Seventeen) sq.ft. out of 0 (Zero) Cottah 1 (One) Chittack 6 (Six) sq.ft.

0 (Zero) Cottah 14 (Fourteen) Chittacks 13 (Thirteen) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in **Mouza - Teghoria**, and also undivided share of passage measuring 10 (Ten) sq.ft. out of 30 (Thirty) sq.ft.

in total land measuring 2 (Two) Cottahs more or less, to one Supratik Kumar Jaiswal, son of Suresh Chand Jaiswal, by the strength of a Registered Deed of Conveyance, registered on 12.06.1986, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 87, Pages 175 to 190, being Deed No. 4545 for the year 1986.

5.1.18 Absolute Joint Ownership of Shyam Sundar Jaiswal, Urmila Devi Jaiswal & Supratik Kumar Jaiswal: Thus on the basis of the aforesaid three deeds and on the basis of amalgamation, the said Shyam Sundar Jaiswal, Urmila Devi Jaiswal & Supratik Kumar Jaiswal became the joint owner of

ALL THAT piece and parcel of land measuring

3 (Three) Cottahs 10 (Ten) Chittacks 39 (Thirty Nine) sq.ft. more or less comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in Mouza - Atghara, and also



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2 (Two) Cottahs 5 (Five) Chittacks 6 (Six) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in Mouza - Teghoria,

in total land measuring 6 (Six) Cottahs be the same a little more or less.

5.1.19 Joint Sale by Shyam Sundar Jaiswal, Urmila Devi Jaiswal & Supratik Kumar Jaiswal to the present owner, Harshvardhan Saraf: The said Shyam Sundar Jaiswal, Urmila Devi Jaiswal & Supratik Kumar Jaiswal jointly sold, transferred and conveyed the aforesaid

ALL THAT piece and parcel of land measuring

3 (Three) Cottahs 10 (Ten) Chittacks 39 (Thirty Nine) sq.ft. more or less comprised in C.S. Dag No. 138, R.S. Dag No. 140, under C.S. Khatian No. 120, R.S. Khatian No. 90, L.R. Khatian No. 8/2, in Mouza - Atghara, and also

2 (Two) Cottahs 5 (Five) Chittacks 6 (Six) sq.ft. more or less comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, in **Mouza - Teghoria**,

in total land measuring 6 (Six) Cottahs be the same a little more or less, to the present owner, Harshvardhan Saraf, by the strength of a registered Deed of Conveyance, registered on 18.05.2007, in the office of the D.S.R.-II, North 24 Parganss at Barasat, and recorded in Book No. I, CD Volume No. 2, Pages 5757 to 5770, being Deed No. 00714 for the year 2008.

5.1.20 Record by Harshvardhan Saraf: After purchasing the same, the said Harshvardhan Saraf recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1676, in respect of 06 decimals of land (having share



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0.0179 out of 339 decimals of land in R.S./L.R. Dag No. 140 in Mouza - Atghara).

5.1.21 Absolue Ownership of Harshvardhan Saraf: Thus on the basis of the aforesaid two deeds, bearing Deed Nos. 07970 for the year 2008 and 00714 for the year 2008, the said Harshvardhan Saraf became the absolute owner of

ALL THAT piece and parcel of total aggregated Sali land measuring 5 (Five) Cottahs 1 (One) Chittack 39 (Thirty Nine) 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. 1634 corresponding to L.R. Khatian No. 1676, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas, and also

ALL THAT piece and parcel of total aggregated Sali land measuring 2 (Two) Cottahs 5 (Five) Chittacks 6 (Six) sq.ft. be the same a little more or less, lying and situated at Mouza - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas, morefully described in the Second Schedule hereunder written, being part of the land morefully described in the First Schedule hereinafter written.

5.1.22 Desire of Sale by Harshvardhan Saraf to the present Purchaser: The said Harshvardhan Saraf decides to sell ALL THAT piece and parcel of total aggregated Sali land measuring 2 (Two) Cottahs 5 (Five) Chittacks 6 (Six) sq.ft. be the same a little more or less, lying and situated at Mouza -



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Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, 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. 53,76,922.00 (Rupees Fifty Three Lakhs Seventy Six Thousand Nine Hundred Twenty Two) only. Out of which Rs. 44,05,793.00 (Rupees Forty Four Lakhs Five Thousand Seven Hundred Ninety Three) only will be paid to the owner, Harshvardhan Saraf, and Rs. 9,71,129.00 (Rupees Nine Lakhs Seventy One Thousand One Hundred Twenty Nine) 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 Sanjay 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. 53,76,922.00 (Rupees Fifty Three Lakhs Seventy Six Thousand Nine Hundred Twenty Two) only.
- 5.1.24 Title of the Vendor: Thus in the abovementioned circumstances and on the basis of the aforesaid deeds, the vendor has become the absolute owner of the Said Property.



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- 5.1.25 True and Correct Representations: The Vendor is the absolute and undisputed owner of the Said Property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.
- 5.2 Representations and Covenants regarding Encumbrances: The Vendor represents and covenants regarding encumbrances as follows:
- 5.2.1 No Acquisition / Requisition: The Vendor has not received any notice from any authority for acquisition, requisition or vesting of the Said Property and declares that the Said Property is not 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.
- 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.



3 1 OCT 2011

- 5.2.6 No Right of Preemption: No person or persons whosoever have/had/has any right of preemption over and in respect of the Said Property or any part thereof.
- 5.2.7 No Mortgage: No mortgage or charge has been created by the Vendor by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.2.8 Free From All Encumbrances: The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, 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



3 1 OCT 2011



and interest of the said vendor (collectively Representations), has/have agreed to purchase the Said Property from the Vendor.

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. 9,71,129.00 (Rupees Nine Lakhs Seventy One Thousand One Hundred Twenty Nine) only is paid by the Purchaser to the Confriming 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. 53,76,922.00 (Rupees Fifty Three Lakhs Seventy Six Thousand Nine Hundred Twenty Two) only paid by the Purchaser to the Vendor and the Confirming Party, receipt of which the Vendor and the Confirming Party hereby and by the Memo and Receipt hereunder written unqualifiedly admits and acknowledges.



3 1 OCT 2011

- 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 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.
- 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 admits, acknowledges and accepts.



3 1 OCT 2016

- 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.
- 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



3 1 OCT 2011

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/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.



Adal. District Sub-Registrar

3 1 OCT 2011

THE SECOND SCHEDULE ABOVE REFERRED TO [Land of Harshvardhan Saraf]

ALL THAT piece and parcel of total aggregated Sali land measuring 5 (Five) Cottahs 1 (One) Chittack 39 (Thirty Nine) 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. 1634 corresponding to L.R. Khatian No. 1676, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No. 6 (Old) 9 (New), in the District North 24 Parganas, and also

ALL THAT piece and parcel of total aggregated Sali land measuring 2 (Two) Cottahs 5 (Five) Chittacks 6 (Six) 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 - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in the District North 24 Parganas.

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

ALL THAT piece and parcel of total aggregated Sali land measuring 2 (Two) Cottahs 5 (Five) Chittacks 6 (Six) 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 - Teghoria, J.L. No. 9, Re. Sa. No. 116, P.S. Rajarhat presently Baguiati, comprised in C.S. Dag No. 545, R.S. Dag No. 534, under C.S. Khatian No. 66, R.S. Khatian No. 53, L.R. Khatian No. 55, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, 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.



Addl. District Sub-Registrar

3 1 OCT 2011

<u>IN WITNESS WHEREOF</u> 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. Su mothindani Alemand 876 Su md. Ale 71- Bishnubu, Rajakat Not-135

2. D. vech al Bilmaturonal RD21RAGHUNATHOUR HOL59 Harshvardhan Saraf

Owner / Vendor

Ram Karan Gupta

Director of

Nimbus Commodeal Pvt. Ltd.

Purchaser

Drafted By:

For Pinaki Chattopadhyay & Associates,

Solicitor & Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 059.

Ph.: 2570 8471.

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party

Composed By:

Paresh Swarnakar,

14/B, Jessore Road,

Kolkata - 700 028.



Addl. District Sub-Registrar Edhannagar, (Salt Lake Co)

3 1 OCT 2011

MEMO OF CONSIDERATION

Received Rs. 44,05,793.00 (Rupees Forty Four Lakhs Five Thousand Seven Hundred Ninety Three) 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	4 mount	2005
316 (65	Punjah National Bonk, Shakespeat	Ro. 44 05 793.00	31/10 2011
	Sarani Br.		

Witnesses :-

1. Su mothered a Homer

2. Swonal

Harshvardhan Saraf

Owner / Vendor



Addl. District Sub-Registrar

3 1 OCT 2016

Received Rs. 9,71,129.00 (Rupees Nine Lakhs Seventy One Thousand One Hundred Twenty Nine) 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	KuromA	acti
316106	Punjab National Bank, Shakes pear	971129.00	31.10,2611.
	Satiani Br.		

Witnesses :-

1. 84 milhander Hourt

2. Buronal

Sanjay Saraf

Director of

M/s. Moonstone Enterprise Pvt. Ltd.

Confirming Party



Addl. District Sub-Registral

3 1 OCT 2011

SITE PLAN OF SALI 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, 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, LYINGAND SITUATED AT MOUZA-TEGHORIA, J.L. NO. 9, P.S. RAJARHAT PRESENTLY BAGUIATI, A.D.S.R.O. BIDHANNAGAR, SALT LAKE CITY, WITHIN THE LOCAL LIMIT OF RAJARHAT GOPAL PUR MUNICIPALITY, IN WARD NO. 9, IN THE DISTRICT NORTH 24 PARGANAS.

SOLD AREA: 2 COTTAHS 5 CHITTACKS 6 SO.FT. MORE OR LESS COMPRISED IN R.S. DAG NO. 534
UNDER L.R. KHATIAN NO. 55, LYING AND SITUATED AT MOUZA-TEGHORIA.

VENDOR

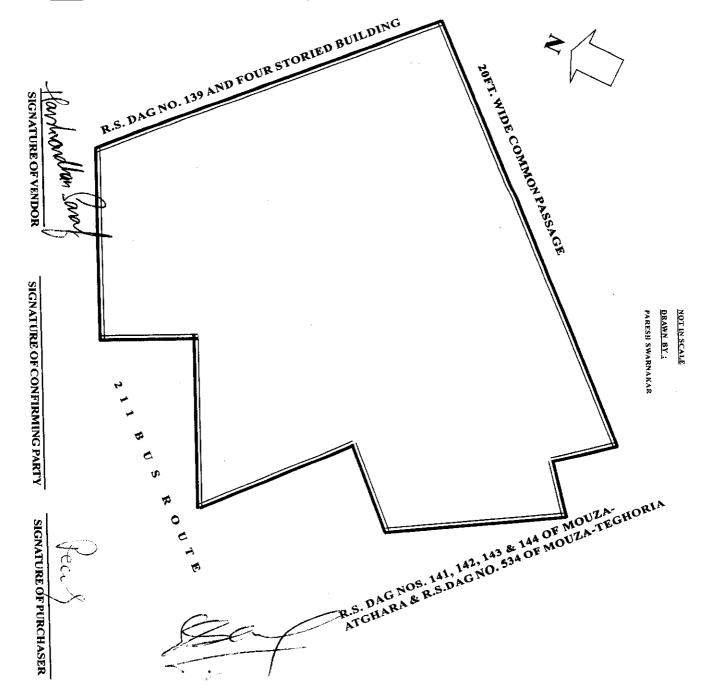
<u>HARSHAVARDHAN SARAF</u>

PURCHASER

NIMBUS COMMODEAL PVT. LTD..

CONFIRMING PARTY

M/S. MOONSTONE ENTERPRISE PVT. LTD.





Addl. District Sub-Registrar Edhannagas (Salt Lake Co)

3 1 OCT 2011

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

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Addl. District Sub-Registrar Edhannagac (Salt Lake Car)

3 1 OCT 2011



Government Of West Bengal

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

Endorsement For Deed Number: I - 12411 of 2011

(Serial No. 13255 of 2011)

On

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 20.10 hrs on :31/10/2011, at the Private residence by Ram Karan Gupta ,Claimant.

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

Execution is admitted on 31/10/2011 by

- Harshavardhan 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.O.: Pin:-700026.

, By Profession : Others

3. Ram Karan Gupta

Diector, Nimbus Commodeal Pvt Ltd, 44/1 Rai Mohan Banerjee Rd, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700035.

, By Profession : Others

Identified By Sk M Ahmed, son of Sk Md Ali, Bishnupur, Kolkata, District:-North 24 Parganas, WES, BENGAL, India, P.O. :- Pin :-700135, By Caste: Muslim, By Profession: Business.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 01/11/2011

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, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 69831/-, on 01/11/2011

(Under Article: A(1) = 69817/- .E =

Certificate of Market Value(WB)

Certified that the market value of assessed at Rs.-5376922/-

rul 2 vo 3

subject matter of the deed has been

Bidhamaga (Debasish Dhar)

EndamamentDage 1 of 7

01/11/2011 15:07:00





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

Endorsement For Deed Number : I - 12411 of 2011 (Serial No. 13255 of 2011)

Certified that the required stamp duty of this document is Rs.- 376405 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 376305/- is paid, by the draft number 707207, Draft Date 31/10/2011, Bank Name State Bank of India, PARK STREET, received on 01/11/2011

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



NOV 2011

di Cair Lake harmagan (Debasish Dhar) DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

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

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Addl. District Sub-Registrar

3 1 OCT 2011

3 1 OCT.20" '

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 14163 to 14191 being No 12411 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

Harshvardhan Saraf Owner / Vendor

Nimbus Commodeal Pvt. Ltd. Purchaser

M/s. Moonstone Enterprise Pvt. Ltd. **Confirming Party**

Drafted By

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