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08928

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये  
रु.1000

ONE THOUSAND RUPEES  
Rs.1000



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

500777

मि.वे. 309000/-



ADDITIONAL REGISTRAR OF ASSURANCES-I, KOLKATA

21.7.07

S.S.I. Kankalambur (cm)  
Cheque No. 114898  
dt 11.10.06  
To 9200/-

S.S.I. Kalkata or  
Cheque No. 866086  
dt 16.7.07  
To 5240/-  
Has been Paid as defined (Stamp No.)

DEED OF CONVEYANCE

1. Date: 11th October, 2006
2. Place: Kolkata
3. Parties:

204  
80h  
22Ah

Subst. A Part of Rs. 1144/-  
subsequently realized by  
Cash in \_\_\_\_\_ vide Receipt No.

A-2244  
E-7  
9-55  
ma-25  
mb-4  
2335/-

204020  
A-2244  
E-7  
9-55  
ma-25  
mb-4  
2335

10/01

पश्चिम बंगाल गैर न्यायिक  
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पश्चिम बंगाल गैर न्यायिक



10205

10 OCT 2006

Dream Tower Pvt. Ltd.  
1, Ganesh Chandra Avenue  
KOL-13

NAME  
ADD  
CITY

1000 of one thousand only

Rishi Jain

14012

Presented for Registration 1-30 PM  
at Kolkata Registration Office

on the 11th day of Oct. 2006 by  
Rishi Jain one of the directors,

*Rishi*  
REGISTRATION STAMP VERDOR  
KOLKATA REGISTRATION OFFICE

DREAM TOWER PVT. LTD.

Rishi Jain  
Director

11/10/06

Rishi Jain as director for  
Dream Tower Pvt. Ltd at 1, Ganesh  
Chandra Avenue K-13. Nirma  
Chandra Sar S/o Mr. Sanjay  
Moham Sar at vill - Daulatpur  
P.O. Pailan Dist. 24 Pgs (B)

14013

Nirmal Das

Pabitra Sar S/o Nirma  
Sar at vill - Daulatpur  
P.O. Pailan P.S. Bismupur  
24 Pgs (B)

21 Pabitra Sar.  
S/o - Nirmal Sar.  
Add - vill - Daulatpur  
P.O. Pailan.  
P.S. Bismupur.  
24 Pgs (B)

*Nirmal*  
REGISTRATION STAMP VERDOR  
KOLKATA REGISTRATION OFFICE  
11/10/06

- 3.1 **Nirmal Chandra Das**, son of Late Darika Mohan Das, residing at Village Daulatpur, Post Office Pailan, Police Station Bishnupur District 24, Parganas (South) (**Vendor**, includes successors-in-interest)

**And**

- 3.2 **Dream Tower Private Limited**, having its registered office at 4<sup>th</sup> floor, 1, Ganesh Chandra Avenue, Police Station Bowbazar, Kolkata - 700013 (**Purchaser**, includes successors-in-interest and/or assigns).

Vendor and Purchaser, collectively **Parties**.

**NOW THIS CONVEYANCE WITNESSES:**

**4. Subject Matter of Conveyance:**

- 4.1 **Said Land:** Sali Land measuring 17 (seventeen), decimal, comprised in R.S. Dag No. 268, Khatian No. 937 in Mouza Amgachia, J.L. No. 93, Touzi Nos. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24 Parganas (South), described in the **Schedule** below (**Said Land**).

**5. Representations, Warranties and Covenants of the Vendor:**

5.1 Representations, Warranties and Covenants on Chain of Title:

- 5.1.1 **Ownership of Paritosh Kumar Patra :** Paritosh Kumar Patra is the sole and absolute Owner of the Said Land.

- 5.1.2 **Sale to Vendor:** By a Deed of Sale in Bengali language dated 27<sup>th</sup> April, 1976, registered in the office of the Sub-Registrar, Bishnupur, 24 Parganas (South), in Book No. I, Volume No. 44, pages 194 to 196, Being No. 4015 for the year 1976, Paritosh Kumar Patra sold the Said Land to Vendor. The Vendor is the sole and absolute owner of the Said Land, and name of the Vendor is the recorded in the Parcha (Records of Rights) which have been prepared under the chapter VII of the West Bengal Land Reforms Act. (Act I, of 1956) as per final publication done by Block Land and Land Reforms Officer.

- 5.1.3 **True and Correct Representations:** The Vendor is the undisputed owner of the Said Land, such ownership having been acquired in the manner stated in Clauses 5.1.1 and 5.1.2 above, the contents of which are all true and correct.

5.2 Representations, Warranties and Covenants on Encumbrances:

- 5.2.1 **No Acquisition/Requisition:** The Vendor has not received any notice from any authority for acquisition or requisition of the Said Land and declare that the Said Land is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

- 5.2.2 **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 whereby the Said Land or any part thereof can or may be impeached, encumbered or affected in title.

- 5.2.3 **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 Land to the Purchaser.
- 5.2.4 **Free from all Encumbrances:** The Said Land is now free from all claims, demands, encumbrances, mortgages, charges, liens attachments, lis pendens, uses, debutters, trusts, prohibitions bargadars Income Tax Attachment, Financial Institution charges 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 Vendors' predecessors-in-title and the title of the Vendor to the Said Land is free, clear and marketable.
- 5.2.5 **No Personal Guarantee:** The Said Land is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 5.2.6 **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 Land or any part thereof.

6. **Background:**

- 6.1 **Agreement to Sell and Purchase:** The Vendor has approached and offered to sell the Said Land and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively **Representations**), has agreed to purchase the Said Land.

7. **Transfer:**

- 7.1 **Conveyance:** The Vendor hereby sells, conveys and transfers to the Purchaser, free from all encumbrances, the entirety of the Vendor right, title and interest of whatsoever or howsoever nature in the Said Land, being land measuring 17 (seventeen), decimal, comprised in R.S. Dag No. 268, Khatian No. 937 in Mouza Amgachia, J.L. No. 93, Touzi Nos. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24 Parganas (South), described in the **Schedule** below.
- 7.2 **Consideration:** The sale, conveyance and transfer of the Said Land is being made in consideration of a sum of Rs. 2, 04,020/- (Rupees two Lac four thousand and twenty) paid to the Vendor, the entirety of which has been received by the Vendor and the Vendor has executed the Receipt and Memo of Consideration below to admits and acknowledge the same.

8. **Terms of Transfer:**

- 8.1 **Salient Terms:** The transfer being affected 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 **Free from encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, bargadars, Income Tax Attachments, Financial Institution charges, reversionary rights residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.2 **Together With:** The transfer being affected by this Conveyance is together with all other rights the Vendor has in the Said Land and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use of the Said Land.
- 8.3 **Subject To:** The transfer being affected by this Conveyance is subject to:
- 8.3.1 **Indemnification:** Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on express indemnification by the Vendor about the correctness of the Vendor title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendor shall, at the Vendor own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify.
- 8.3.2 **Transfer of Property Act:** All obligations and duties of vendor and vendee as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 8.4 **Delivery of Possession:** 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.
- 8.5 **Outgoings:** All statutory taxes, surcharge, outgoing and levies of or on the Said Land, 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 indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.6 **Holding Possession:** The Vendor hereby covenants that the Purchaser shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Land 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 persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor.
- 8.7 **Indemnity:** The Vendor hereby covenants that the Vendor or any person claiming under the Vendor in law, trust and equity shall, at all times hereafter indemnify and keep indemnified the Purchaser and/or its successors-in-interest, of, from and against any loss, damage, costs, charges and expenses which may be suffered by the Purchaser and/or its successors-in-interest by

reason of any defect in title of the Vendor or any of the Representations being found to be untrue.

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

**Schedule  
(Said Land)**

Sali land measuring approximately 17 (seventeen), decimal, comprised in R.S. Dag No. 268, Khatian No. 937 in Mouza Amgachia, J.L. No. 93, Touzi Nos. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24 Parganas (South) and delineated in the **Plan** annexed and bordered in colour **Red** thereon together with Rayati Sthithiban Rights, together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Land and butted and bounded by in the following manner :

- On the North : Dag No. 268 (part)
- On the South : Dag No. 262
- On the East : Dag No. 383
- On the West : Dag No. 268 (part)

9. Execution and Delivery:

9.1 In witness whereof the Vendor and Purchaser have executed and delivered this instrument of Conveyance on the date given above.

Nirmal Das

[Vendor]

DREAM TOWER PVT. LTD.

Rishi Jain

Director

[Purchaser]

Witnesses:

1. Sabitosh Das -  
S/o - Nirmal Das.  
Add - Vill - Davelat Pur.  
P.O - Paila.  
P.S - Bisnupur P 24 Pgs (3)
2. Nirmal Das



# SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No. Signature of the executants (and/ or purchaser Presentans



*Nirmal Choudhary*



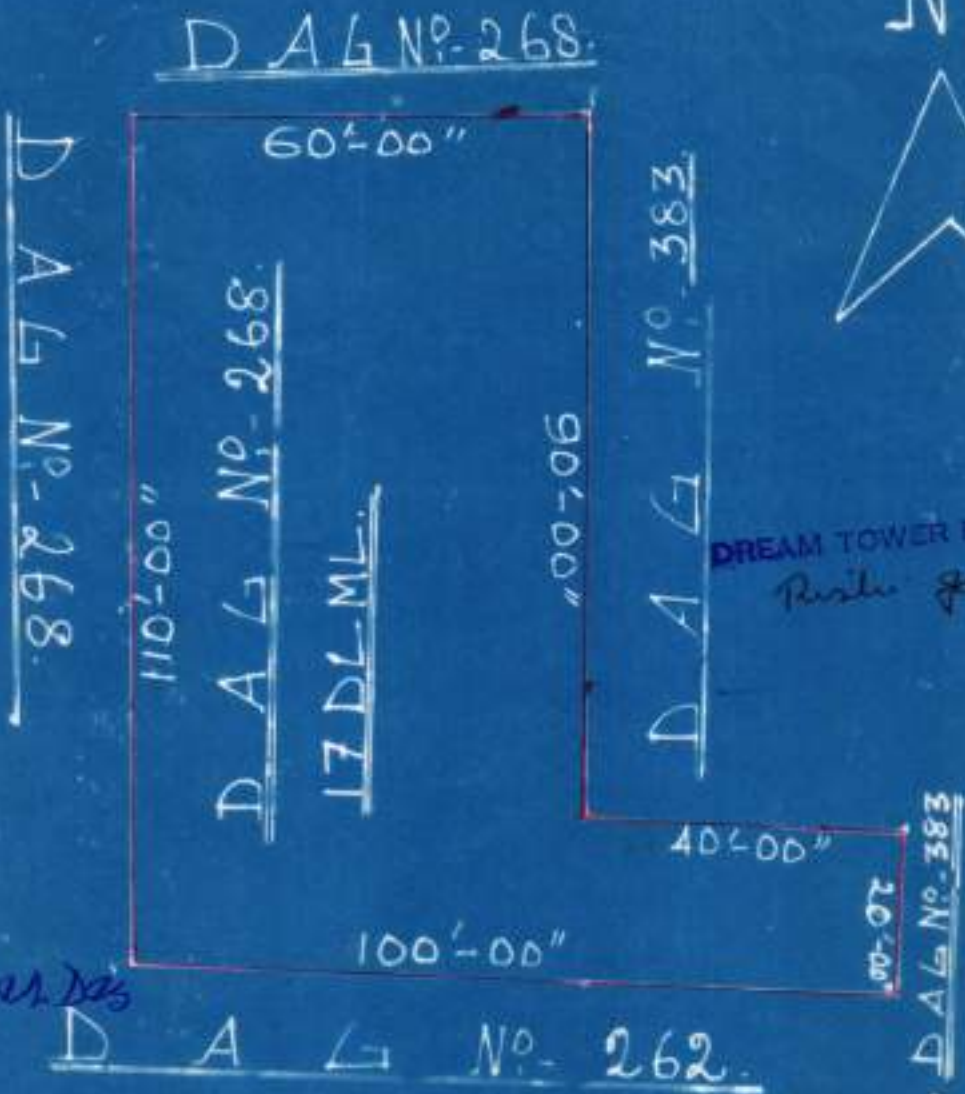
*Rishi Jain*

3

	Little	Ring	Middle <small>(Left)</small>	Fore <small>(Hand)</small>	Thumb
	Thumb	Fore	Middle <small>(Right)</small>	Ring <small>(Hand)</small>	Little
	Little	Ring	Middle <small>(Left)</small>	Fore <small>(Hand)</small>	Thumb
	Thumb	Fore	Middle <small>(Right)</small>	Ring <small>(Hand)</small>	Little
	Little	Ring	Middle <small>(Left)</small>	Fore <small>(Hand)</small>	Thumb
	Thumb	Fore	Middle <small>(Right)</small>	Ring <small>(Hand)</small>	Little



PART OF MOUZA AMGALHIA.  
DAG No-268. J.L No-93. KH.No-544.  
P.S. BISHNUPUR LAND OF AREA 17 DLML.  
SHOW IN RED LINE.  
SCALE - 25' = 1"



DREAM TOWER PVT. LTD.  
*Rishi Jain*  
Director

Normaler's

DRAWN BY.  
*Jayanta Majumder*  
9-10-2006

JAYANTA MAJUMDER  
Surveyor & Planner  
V.B. PO. Adijachia, Guwahati  
Eng. - 225 (P.T.)

### Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 2, 04,020/- (Rupees two Lac four thousand and twenty) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode.	Date	Bank	Amount (Rs)
cash	11.10.2006	<u>                    </u>	Rs. 2,04,020/- ✓

Nirmal Ch Das

[Vendor]

#### Witnesses:

1. Subir Ch. Das.  
S/o - Nirmal Ch. Das.  
Add - Vill - Daulatpur  
P.O - Pailan.
2. P.S - Bisnupur 24 Pgs (S)  
Nirmal Das



DATED 11<sup>th</sup> DAY OF October, 2006

1 to 11  
8928  
2007

Between



Nirmal Chandra Das  
... Vendor

And

Dream Tower Private Limited  
... Purchaser

ADDITIONAL REGISTRAR  
KOLKATA-1, HOURLY

12/07  
4-1-08

DEED OF CONVEYANCE

Land at Mouza Amgachia  
District 24, Paiganas ( South)



ADDITIONAL REGISTRAR  
KOLKATA-1, HOURLY

Mani Sankar Roychowdhury  
Advocate  
Raja Chambers  
4, Kiran Sankar Roy Road  
Kolkata-700 001

Scanned  
12/07

4-1-08

(11)