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Date: 8th September 2006

Place: Kolkata

Parties:

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TAPAN KR. DAY Advocate ed. 101- (2 see 52) 521 6 44 Sparkens jos! Presented for Registration 2Pm at Kolkata Registration Office Storyon Sein J. 8.9.062 Slavyour jain Disator for DREAM TOWER PVT. LTD. office at I cough charde over grayons for Director P. 8 Bowlozer Led. 13 Take bell regarder who It Josephus & negender lon of rill daelat per 2h per (5) p.8 Bishaper 2h per (5) उक्र अलास है स ११५० Biboe Des Adulcass 810 14 paperdose Nath Mallicass Add. Bishurber 24 MS/S Bips des Of Kingy.

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3.1 (Smt.) Tarubala Majumdar, wife of Late Jogeshwar majumdar, 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 4th 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 15 (fifteen), decimal, comprised in R.S. Dag No. 262, Khatian No. 1261 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 24Parganas (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 Abdush Sattar Mondal and Abdul Rasid Mondal: Abdush Sattar Mondal and Abdul Rasid Mondal are the Joint Owners of the Said Land.
 - 5.1.2 Sale to Vendor: By a Deed of Sale in Bengali language dated 19th November,1975, registered in the office of the Sub-Registrar, Bishnupur, 24 Parganas (South), in Book No. I, Volume No. 131, pages 142 to 145, Being No. 12814 for the year 1975, Abdush Sattar Mondal and Abdul Rasid Mondal sold the Said Land to Vendor. The Vendor is the sole and absolute owner of the Said Land.
 - 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.





ABBUTIONAL REGISTRAS & ASSUBANCE 1. EQUILARE

- 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 15 (fifteen), decimal, comprised in R.S. Dag No. 262, Khatian No. 1261 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 24Parganas (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, 27,272/- (Rupees two Lac twenty seven Thousand two hundred and seventy Two) 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.





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- 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, outgoings 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



ABBITIONAL REGISTRAN &

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 15 (fifteen), decimal, comprised in R.S. Dag No. 262, Khatian No. 1261 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 24Parganas (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

: Part Dag No. 262

On the South

: Part Dag No. 262

On the East

: Part Dag No. 262

On the West

: Part Dag No. 263

- 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.

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DREAM TOWER PVT. LTD.

Director

[Purchaser]

[Vendor]

Witnesses:

ABBITIONAL REGISTRAS :

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Receipt And Memo of Consideration

Received from the Purchaser the sum of Rs. 2, 27,272/- (Rupees two Lac twenty seven Thousand two hundred and seventy Two) towards full and final payment of the Consideration receivable by the Vendor under this Conveyance, in the following manner:

Mode.	Date	Bank	Amount (Rs)		
338534 (pay order)	24.08.2006	Indian Bank	Rs.2,00,000/		
Conh.	Jong. po-80		Rs 27,272		

एक व्यामाध्य के त्राप्ति

[Vendor]

Witnesses:

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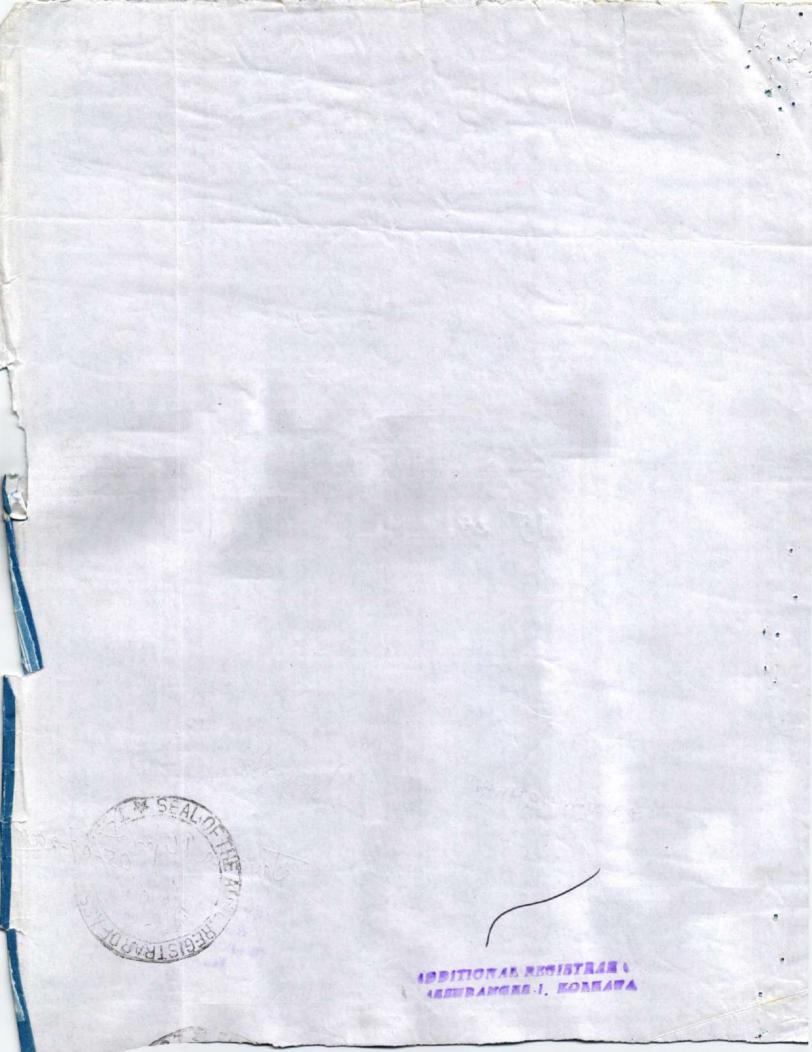
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DROWN BY. J Jayanta Hym 05-09-2008

Surveyor & Planner

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2006

DATED St DAY OF September, 2006

Between



Tarubala Majumdar ... Vendor

And

Dream Tower Private Limited ... Purchaser

DEED OF CONVEYANCE



Mani Sankar Roychowdhury

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

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