

0 3 JUN 2014

E is executed on this 2 rd. day of June. 2014.

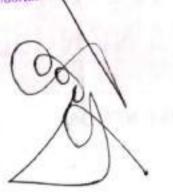
N. C. AND CANA



1 6 APR 2014

Name: ARJUN GOPE

Address : Alipore Police Cirari Alipere Collectorate, 24 Pgs. (S) SUBHANKAR DAS STAMP VENDOR Alipore Police Court, Kel-2? Vendor.....



DREAM TOWER KOLKATA PVT. LTD.

Director

Auch Santia 5/0 ct Avil kn. Santara 44/2A, Hazera Road, Kel Kata - Foool9 P.S. Ballygunge service

Dist: South 24 Pres

BY AND BETWEEN:

(1) SHRAYANS JAIN (PAN. AEYPJ9340Q), son of Sri Premlal Jain, of 4th Floor, 1 Ganesh Chandra Avenue, Kolkata-700013, under P.S. Bowbazar, (2) SYMPHONIC VANIJYA PVT. LTD. (PAN. AAJCS4763L), represented by its Director Sri Premlal Jain, son of Late Madanlal Jain, by nationality Indian of 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge (3) DREAM TOWER KOLKATA PRIVATE LIMITED (Formerly known as DREAM TOWER PRIVATE LIMITED), PAN. AACCD4214A, duly represented by its Director Mr. Shrayans Jain, son of Sri Premlal Jain, by nationality Indian of 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge, both the Companies duly incorporated under the provisions of Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge, hereinafter referred to as the "VENDORS/OWNERS" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest, heirs, executors, administrators, legal representatives and assigns its successor or successors in interest and assigns) OF THE ONE PART.

AND

(1) RISHI SKYHIGH PVT. LTD. (PAN. AAFCR4972A), (2) RISHI SKYRISE PVT. LTD. (PAN. AAFCR4974G), (3) RISHI SKYSCRAPERS PVT. LTD. (PAN. AAFCR4968N), all Companies duly incorporated under the provisions of Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge, hereinafter referred to as the "PURCHASERS" duly represented by its Director Mr. Rishi Jain, son of Sri Premlal Jain, by nationality Indian of 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge (Which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest, heirs, executors, administrators, legal representatives and assigns its successor or successors in interest and assigns) OF THE OTHER PART.

A. Subject matter:

Sale of All That piece and parcel of undivided Sali land measuring 29 satak out of which (1) 1 Satak out of the total land area of Dag being 20 satak, comprised in R.S./L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527, (2) 24 Satak out of 74 satak out of the total land area of Dag being 135 satak, comprised in R.S./L.R. Dag No. 262, under Khatian No. 1261, 1287, 540, (3) 4 Satak out of 42 satak out of the tatal land area of Dag being 77 satak, comprised in R.S./L.R. Dag No. 268, under Khatian No. 489, 487, 546, lying and situated at Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana

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DIRECTOR

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Arup Santra

B. Background (Devolution of Title):

R.S./ L.R. Dag No. 267; Area – 1 satak out of 11 satak out of the total land area of Dag being 20 satak, R.S./ L.R. Dag No. 262; Area – 24 satak out of 74 satak out of the total land area of Dag being 135 satak & R.S./ L.R. Dag No. 268; Area – 4 satak out of 42 satak out of the total land area of Dag being 77 satak;

- 1. By virtue of several Deed of Conveyances being Deed No. 4335/2011 recorded in Book No. I, CD Vol. No. 15, Pages 356 to 373 for the year 2011, executed in the office of D. S. R. IV, South 24 Parganas, Deed No. 6915/2010 recorded in Book No. I, CD Vol. No. 17, Pages 5169 to 5183 for the year 2010, Deed No. 6900/2010 recorded in Book No. I, CD Vol. No. 17, Pages 4784 to 4797 for the year 2010, both executed in the office of Additional Registrar of Assurances I, Kolkata, SHRAYANS JAIN, Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of undivided Sali land admeasuring an area of 20 Satak comprised in R.S./L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527, situated within Mouza Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office Bishnupur, under the ambit of Amgachhia Gram 'Panchayet, District 24 Parganas (South), more fully described in Part I of Schedule A, herein after called as the Mother Land A.
- 2. By virtue of two separate Deed of Conveyances being Deed No. 5337/2012 recorded in Book No. I, CD Vol. No. 12, Pages 1575 to 1590 for the year 2012 and Deed No. 7175/2008 recorded in Book No. I, CD Vol. No. 76, Pages 8890 to 8910 for the year 2008, both executed in the office of Additional Registrar of Assurances I, Kolkata, Symphonic Vanijya Pvt. Ltd., Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of undivided Sali land admeasuring an area of 32 Satak out of the total land of 135 satak comprised in R.S./ L.R. Dag No. 262 under Khatian No. 535, 538 & 539 and by virtue of two separate Deed of Conveyances being Deed No. 515054/2006 recorded in Book No. I, Vol. No. 1, Pages 1 to 13 for the year 2006 and Deed No. 15332/2006 recorded in Book No. I, Vol. No. I, Pages 1 to



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10 for the year 2006, both executed in the office of Additional Registrar of Assurances - I, Kolkata, Dream Tower Pvt. Ltd., Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of undivided Sali land admeasuring an area of 29 Satak out of the total land of 135 satak comprised in R.S./ L.R. Dag No. 262 under Khatian No. 1261 & 1287 and by virtue of Deed of Conveyance being Deed No. 6921/2010 recorded in Book No. I, CD Vol. No. 17, Pages 5262 to 5275 for the year 2010, executed in the office of Additional Registrar of Assurances - I, Kolkata, one Shrayans Jain, Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of undivided Sali land admeasuring an area of 13 Satak out of the total land of 135 satak comprised in R.S./ L.R. Dag No. 262 under Khatian No. 540, all situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office -Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South), more fully described in Part II of Schedule A, herein after called as the Mother Land B.

- 3. By virtue of two separate Deed of Conveyances being Deed No. 6528/2010 recorded in Book No. I, CD Vol. No. 16, Pages 6419 to 6433 for the year 2010 and Deed No. 7220/2008 recorded in Book No. I, CD Vol. No. 76, Pages 9676 to 9689 for the year 2008, both executed in the office of Additional Registrar of Assurances I, Kolkata, Symphonic Vanijya Pvt. Ltd., Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of undivided Sali land admeasuring an area of 42 Satak out of the total land of 77 satak comprised in R.S./ L.R. Dag No. 268 under Khatian No. 487, 489 & 546, situated within Mouza Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South), more fully described in Part III of Schedule A, herein after called as the Mother Land C.
- 4. The Vendors herein is now desirous of selling a part of the Mother land A, B & C measuring more or less undivided 29 sataks and more fully described in Schedule B hereunder and referred hereinafter as the Said Land, absolutely and forever free from any sort of encumbrances, liens, liabilities, mortgages, charges, attachments, demands, claims and with peaceful physical khas and



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vacant possession to the Purchasers herein on further terms and conditions specified hereunder.

C. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- C.1. Conveyance: The Vendors hereby absolutely sell, convey and transfer unto the Purchasers herein the said land together with the rights of easement for beneficial enjoyment of the said land free from all encumbrances which the Purchaser shall have and hold forever hereafter upon payment of the consideration.
- C.2. Consideration: At or before the execution hereof, the Purchasers have paid to the Vendors the consideration of Rs. 23,20,000/- (Rupees Twenty Three Lac Twenty Thousand Only) against the sale and transfer of the said land which the Vendors accepts and acknowledges in the Receipts and Memo of Consideration hereunder.
- C.3. Transfer: The transfer being affected berein is a sale within the meaning of the Transfer of Property Act, 1882.
- C.4. Possession: At or before the execution hereof, the Vendors herein has handed over the khas, vacant and peaceful possession of the Said Land unto the Purchaser, and all other appurtenances, structures thereto including but not limited to rights of easements for the beneficial use of the Property, which the Purchaser shall have and hold forever hereafter.

D. Representations and Warranties of the Vendor:

- D.1. The Vendors herein has represented and warranted that they are the joint and absolute owner of the Said Land herein having a valid and marketable title thereof and upon execution and registration of this instrument they will cease to have any right title interest over the said conveyed area.
- D.2. The Vendors hereby represent and warrant that the Said Land is not adversely affected by ceiling limit, whether under the Urban Land (Ceiling & Regulation) Act, 1976 or any other statute.
- D.3. The Vendors hereby represent and warrant that the Said Land is free from all encumbrances including but not limited to lispendens, attachments, liens,



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- charges, mortgages, trusts, debutters, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or any other statutory prohibitions.
- D.4. The Vendors hereby represent and warrant that there are no civil or criminal proceedings, including but not limited to injunction, receiver, and order of attachment pending before any Court of Law in respect of the Said Land.
- D.5. The Vendors declare and affirm that the Purchaser is fully entitled to mutate its name in all public and statutory records in respect of the Said Land.
- D.6. The Vendors hereby represent and warrant that the Vendors have not received any notice for acquisition or requisition by the government or any other statutory body or authority of whatsoever nature and shall keep the Purchaser saved harmless and indemnified to that effect.
- D.7. The Vendors hereby represent and warrant that all outgoings, levies, cess, taxes, surcharges, including any statutory taxes related to the said property have been paid by the Vendors herein, and the Vendors further undertake to pay all the outgoings, levies, cess, taxes, surcharges, including any statutory taxes relating to the Said Land which have already accrued but have not been paid.
- D.8. The Vendors in future shall, at the request and cost of the Purchasers execute, such and all other supplementary deeds and/or documents that may be required for perfecting or bettering the title of the Purchasers to the said schedule mentioned Said Land or for more effectually transferring the Said Land to the Purchasers.
- E. Indemnity: The Vendors hereby indemnify and agree to keep the Purchasers saved, harmless and indemnified against all actions, proceedings, claims, demands, costs, losses or expenses that the Purchasers may suffer or incur hereafter by reason of any claims of any nature whatsoever arising in connection with the Said Land, or any breach of the representations of the Vendors, whether statutory or contractual and the Vendors hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.



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SCHEDULE A PART I MOTHER LAND "A"

ALL THAT piece and parcel of undivided Sali land admeasuring an area of 20 Satak comprised in R.S./ L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527 situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South) in the State of West Bengal, TOGETHER WITH All the rights, liberties, easements, privileges, advantages and appurtenances thereto.

PART II MOTHER LAND "B"

ALL THAT piece and parcel of undivided Sali land admeasuring an area of 74

Satak out of the total land area of Dag being 135 Satak, comprised in R.S./L.R. Dag

No. 262, under Khatian No. 535, 538, 539, 1261, 1287 & 540, situated within Mouza

- Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry

Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24

Parganas (South) in the State of West Bengal, TOGETHER WITH All the rights, liberties, easements, privileges, advantages and appurtenances thereto.

PART III MOTHER LAND "C"

ALL THAT piece and parcel of undivided Sali land admeasuring an area of 42 Satak out of the total land area of Dag being 77 Satak, comprised in R.S./ L.R. Dag No. 268 under Khatian No. 487, 489 & 546, situated within Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South) in the State of West Bengal, TOGETHER WITH All the rights, liberties, easements, privileges, advantages and appurtenances thereto.



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SAID LAND

ALL THAT piece and parcel of undivided Sali land measuring 29 satak out of which (1) 1 Satak out of the total land area of Dag being 20 satak, comprised in R.S./L.R. Dag No. 267, under L.R. Khatian No. 8523, 8524/1, 8525, 8526, 8527, (2) 24 Satak out of 74 satak out of the total land area of Dag being 135 satak, comprised in R.S./L.R. Dag No. 262, under Khatian No. 535, 538, 539, 1261, 1287 & 540, (3) 4 Satak out of 42 satak out of the total land area of Dag being 77 satak, comprised in R.S./L.R. Dag No. 268, under Khatian No. 487, 489 & 546, lying and situated at Mouza - Amgachhia, J.L. No. 93, R.S. No. 326, Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District 24 Parganas (South) in the State of West Bengal, TOGETHER WITH All the rights, liberties, easements, privileges, advantages and appurtenances thereto and shown in the Plan annexed hereto and delineated with Red therein.

R.S. /L.R Dag No.	Total Plot Area (in dec.)	Khatian no.	Conveyed Area (In Dec)	Vendor / Owner	Purchaser	Classifi cation
267	20	8523, 8524/1 , 8525, 8526, 8527	1	Shrayans Jain	Rishi Skyhigh Pvt. Ltd.	Sali
262	135	535, 538, 539, 1261, 1287, 540	2	Symphonic Banijya Pvt. Ltd.	Rishi Skyhigh Pvt. Ltd.	Sali
			10	Dream Tower Pvt.	Rishi Skyrise Pvt. Ltd.	
			9		Rishi Skyscrapers Pvt. Ltd.	
			3	Shrayans Jain	Rishi Skyhigh Pvt. Ltd.	
268	77	487, 489, 546	4	Symphonic Vanijya Pvt. Ltd.	Rishi Skyhigh Pvt. Ltd.	Sali
		Total =	29			



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R. S./L.R. Dag No. 267 butted and bounded by:

On the North: Dag No. 271.

On the South: Dag No. 267/705.

On the East : Dag no. 268.

On the West : Dag No. 266.

R. S./L.R. Dag No. 262 butted and bounded by:

On the North: Dag No. 266/692 & 267/705.

On the South: Dag No. 261 & 260.

On the East : Dag no. 383 & 385.

On the West : Dag No. 263 & 254.

R. S./L.R. Dag No. 268 butted and bounded by:

On the North: Dag No. 270 & 269.

On the South: Dag No. 262.

On the East : Dag no. 382 & 383.

On the West : Dag No. 267 & 267/705:



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RECEIPT AND MEMO OF CONSIDERATION

Vendor has received from the Purchaser the amount of Rs. 23,20,000/- (Rupees Twenty Three Lac Twenty Thousand Only) on this date of Indenture being the total consideration in the manner as mentioned below.

Cheque No.	Date	Bank & Branch	In Favour of	Amount
697273	31.05.14	ICICI Bank, Calcutta	Shrayans Jain	Rs. 3,20,000/-
697274	31.05.14	ICICI Bank, Calcutta	Symphonic Vanijya Pvt. Ltd.	Rs. 4,80,000/-
682219	31.05.14	ICICI Bank, Calcutta	Dream Tower Pvt. Ltd.	Rs. 7,20,000/-
160526	31.05.14	ICICI Bank, Calcutta	Dream Tower Pvt. Ltd.	Rs. 8,00,000/-

Total: (Rupees Twenty Three Lac Twenty Thousand Only)

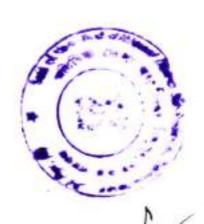
DREAM TOWER KOCKATA PVT. LTD.

SYMPHONIC VANIJYA PVI. LTD.

(VENDOR)

Witnesses: Emyor Kinny Port Count - Calartte

(2) VIII Ambala



A.D.S.R.Bishnupur Dist: South 24 Print

IN WITNESSES WHEREOF the Parties have executed this Indenture at Kolkata on the Day, Month and Year first above written.

Executed and Delivered by the Vendors in the presence of witnesses below:

SYMPHONIC VANIJYA PVT. LTD.

Director

For all and DREAM TOWER KOLKATA PVT. LTD.

Director.

(VENDORS)

Witnesses: Eary or Kumay Popel

(1) Advocate High Count-Calente.

Mario Kermal Kalzany (2) Vill Herriago

Drafted & prepared by me:

Debi Karan Nill-Daulatabad Licno-B.N-P.65



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A.D.S.R.Bishaupur Dist: South 24 Pres



Office Of the A.D.S.R. BISHNUPUR District:-South 24-Parganas

Endorsement For Deed Number : I - 02854 of 2014 (Serial No. 02727 of 2014 and Query No. 1613L000005148 of 2014)

On 02/06/2014

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

Presented for registration at 16.35 hrs on :02/06/2014, at the Private residence by Mr. Shrayans Jain , one of the Executants.

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

Execution is admitted on 02/06/2014 by

- Execution is admitted on 02/06/2014 by
 - Director, Symphonic Vanijya Pvt Ltd, 44/2 A, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700019.

 By Profession: Business
- Mr. Shrayans Jain, son of Prem Lal Jain, 4th Floor, 1, Ganesh Chandra Avenue, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin:-700013, By Caste Hindu, By Profession: Business
- 3. Shrayans Jain

1. Prem Lal Jain

Director, Dream Tower Kolkata Pvt. Ltd. (Dream Tower Private Limited), 44/2 A, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700019, By Profession: Business

Identified By Anup Santra, son of Late Anil Kumar Santra, 44/2a, Hazra Road, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste: Hindu, By Profession: Service.

(Abu Hena Mobassir) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

On 03/06/2014

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, 5 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 Draft

Rs. 25516/- is paid, by the draft number 845841, Draft Date 27/05/2014, Bank Name State Bank of India, JEEVAN DEEP, received on 03/06/2014

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(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

EndorsementPage 1 of 2



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A.D.S.R. Bishnuper Dist: South 24 Progr

0 3 JUN 2014



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

Endorsement For Deed Number : I - 02854 of 2014 (Serial No. 02727 of 2014 and Query No. 1613L000005148 of 2014)

(Under Article : A(1) = 25509/- ,E = 7/- on 03/06/2014)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-23,20,000/-

Certified that the required stamp duty of this document is Rs.- 116010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 116010/- is paid, by the draft number 845952, Draft Date 27/05/2014, Bank : State Bank of India, JEEVAN DEEP, received on 03/06/2014

(Abu Hena Mobassir) ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR



(Abu Hena Mobassir)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR

EndorsementPage 2 of 2

A.D.S.R. Bishaupur Dist: South 24 Pres

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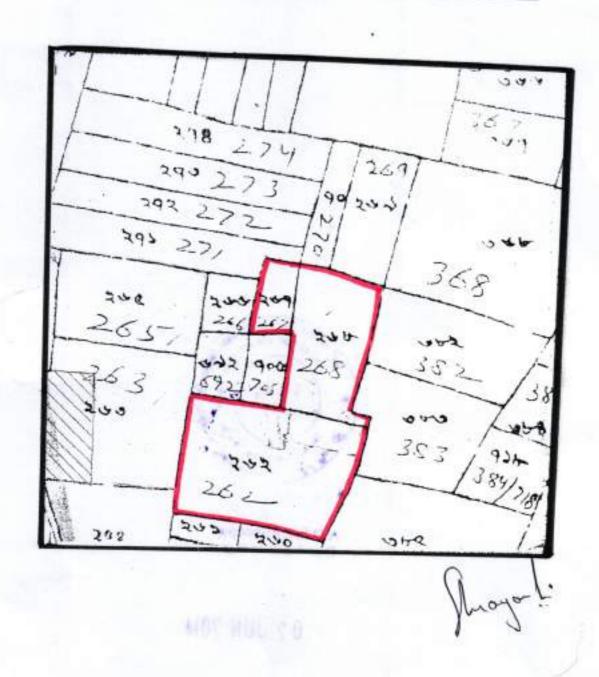
Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 1346 to 1363 being No 02854 for the year 2014.



(Abu Hena Mobassir) 03-June-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BISHNUPUR
Office of the A.D.S.R. BISHNUPUR
West Bengal

SAID LAND AS PER SCHEDULE-B UNDIVIDED 1 SATAK IN R.S. /L.R. DAG NO. 267. 24 SATAK IN R.S. /L.R. DAG NO. 262, 4 SATAK IN R.S. /L.R. DAG NO. 268 TOTAL - 29 SATAK.

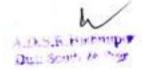


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THIS DATED DAY OF, 2014

BETWEEN

SHRAYANS JAIN& ORS.

VENDORS

AND

RISHI SKYHIGH PVT. LTD. & ORS.

PURCHASERS

DEED OF CONVEYANCE