6 10212 15054 21 2100 TEN दस RUPEES হামৎস ক.10 **Rs.10** सत्यमेव जयते J 200 INDIA NON JUDICIAL पश्चिम बंगाल WEST BENGAL **O8AA 997187** Nº 12 1 254500 Director 106 80 ander the indian Starop Act. 1888 Kelkata Merin 95. in felso as amended by W. Bases 18.10.06 -istamo Artendment Act. 1988 2105 2385 Schodale TA No. WAR DESSTRAT 558-1. 2938AS 23,1256 02332 **DEED OF CONVEYANCE** BAL Coptember 2006 Date: **h** Place: Kolkata 2 lly realised by Parties: Tarubala Majumdar, wife of Late Jogeshwar majumdar, residing at Village 3.1 daulatpur, Post Office Pailan, Police Station Bishnupur District 24, Parganas ( South) Bidhan Majumdar, son of Late Jogeshwar majumdar, residing at Village 3.2 daulatpur, Post Office Pailan, Police Station Bishnupur District 24, Parganas ( South) con Kalighort or. dt Ra 0620 dolleit Stering Bally

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- 3.3 Kush Majumdar, son of Late Jogeshwar majumdar, residing at Village daulatpur, Post Office Pailan, Police Station Bishnupur District 24, Parganas (South)
- 3.4 Lob Majumdar, son of Late Jogeshwar majumdar, residing at Village daulatpur, Post Office Pailan, Police Station Bishnupur District 24, Parganas (South)
- 3.5 Ms Bebi Majumdar ( Das), daughter of Late Jogeshwar majumdar, wife of Sanjay Das, residing at Village daulatpur, Post Office Pailan, Police Station Bishnupur District 24, Parganas ( South) (collectively Vendors, includes successors-in-interest)

#### And

3.6 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).

Vendors and Purchaser, collectively Parties.

# NOW THIS CONVEYANCE WITNESSES:

#### Subject Matter of Conveyance:

4.

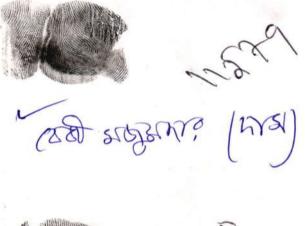
4.1 Said Land: Sali Land measuring 14 (fourteen), decimal, comprised in R.S. Dag No. 262, Khatian No. 1287 in Mouza Amgachia, J.L. No. 93, Touzi Nos. 85, 87 and 94, R.S. No. 326, Police Station Bishnupur, Sub Registry office Bishnupur, District Sub Registry Office Alipore, District 24Parganas (South), described in the Schedule below (Said Land).

5. Representations, Warranties and Covenants of the Vendors:

- 5.1 Representations, Warranties and Covenants on Chain of Title:
  - 5.1.1 Ownership of Maleka Bibi : Maleka Bibi was the sole and absolute Owner of the Land measuring 28 (twenty eight), decimal, comprised in R.S. Dag No. 262, Khatian No. 1287 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), (Mother Land).
  - 5.1.2 Sale to Mati Lal Majumdar and Jogeshwar Majumdar : By a Deed of Sale in Bengali language dated 6<sup>th</sup> February 1969, registered in the office of the Sub-Registrar, Bishnupur, 24 Parganas (South), in Book No. I, Volume No. 4, pages 241 to 244, Being No. 1095 for the year 1969, Maleka Bibi sold the Mother Land to Mati Lal Majumdar and Jogeshwar Maunder. Mati Lal Majumdar and Jogeshwar Majumdar are the 50% undivided joint Owners of the Said Land.
  - 5.1.3 In the aforesaid circumstances Moti Lal majumdar is the undivided 50% share of the Mother Land and Jogeshwar Majumdar is the undivided 50% (Said Land). share of the Mother Land



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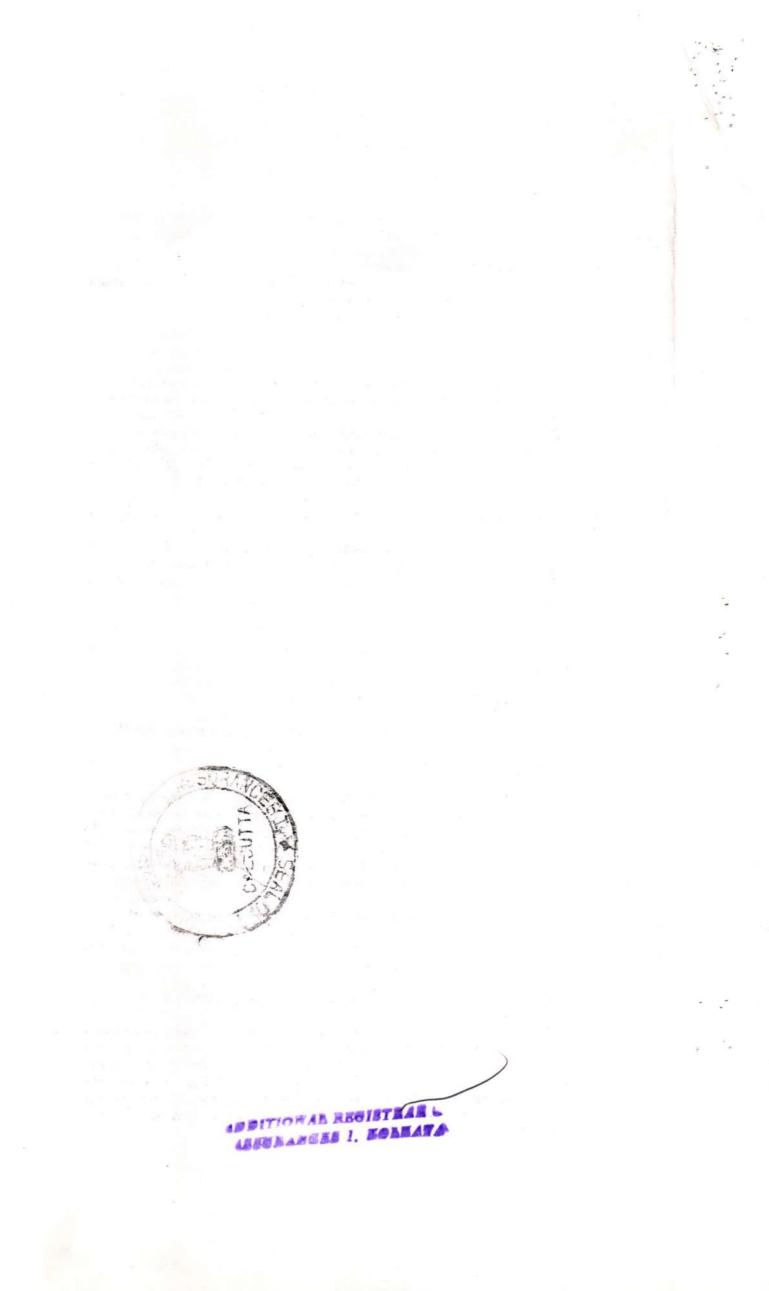


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ADDITION IF. REMISTRAD L ASSURADOSS 1. EQUEANA

- 5.1.4 Demise of Jogeshwar Majumdar and Devolution of Interest: Jogeshwar Majumdar died and his legal heirs, namely his 3 (three) sons (1) Bidhan Majumdar (2) Lob Majumdar and (3) Kush Majumdar and 1 (one) daughter namely (1) Ms. Bebi Majumdar (Das) and his widow Tarubala Majumdar , inherited his right, title and interest in the Said Land and became the joint owners thereof.
- 5.1.5 Ownership of Bidhan Majumdar, Lob Majumdar, Kush Majumdar Ms. Bebi Majumdar (Das) and Tarubala Majumdar : In the aforesaid circumstances Bidhan Majumdar, Lob Majumdar, Kush Majumdar Ms. Bebi Majumdar (Das) and Tarubala Majumdar are inherited his right, title and interest in the Said Land and became the joint owners thereof.
- 5.1.6 **True and Correct Representations:** The Vendors are the undisputed owner of the Said Land, such ownership having been acquired in the manner stated in Clauses 5.1.1 to 5.1.5 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 Vendors have 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 Vendors: The Vendors have 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 Vendors have 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 Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendors' predecessors-in-title and the title of the Vendors 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 Vendors from selling, transferring and/or alienating the Said Land or any part thereof.

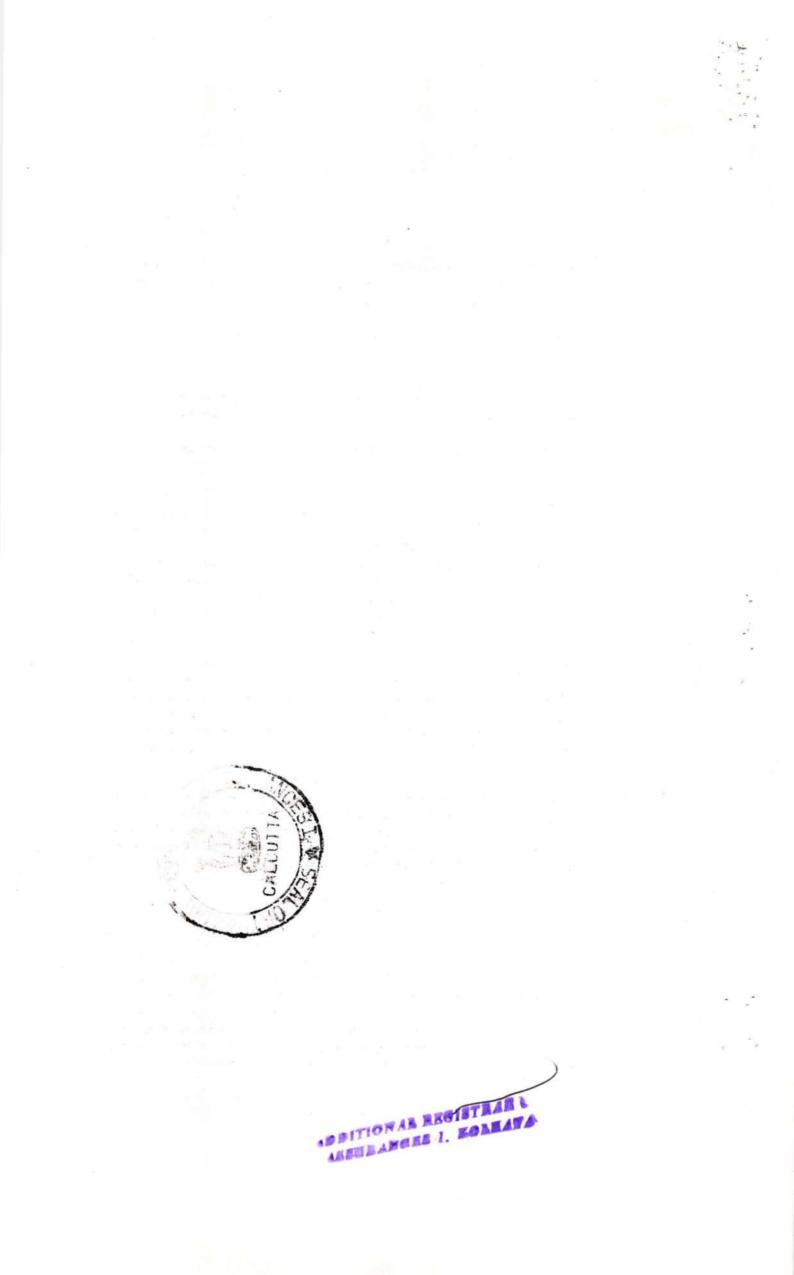


#### 6. Background:

6.1 **Agreement to Sell and Purchase:** The Vendors have 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 Vendors hereby sell, conveys and transfer to the Purchaser, free from all encumbrances, the entirety of the Vendors right, title and interest of whatsoever or howsoever nature in the Said Land, being land measuring 14 (fourteen), decimal, comprised in R.S. Dag No. 262, Khatian No. 1287 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, 12,121/- (Rupees two Lac twelve Thousand one hundred and Twenty one) paid to the Vendors, the entirety of which has been received by the Vendors and the Vendors have 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 Vendors have 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 Vendors 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 Vendors about the correctness of the Vendors title, the Representations and authority to sell, which if found defective or untrue at any time, the Vendors shall, at the Vendors own costs, expenses, risk and

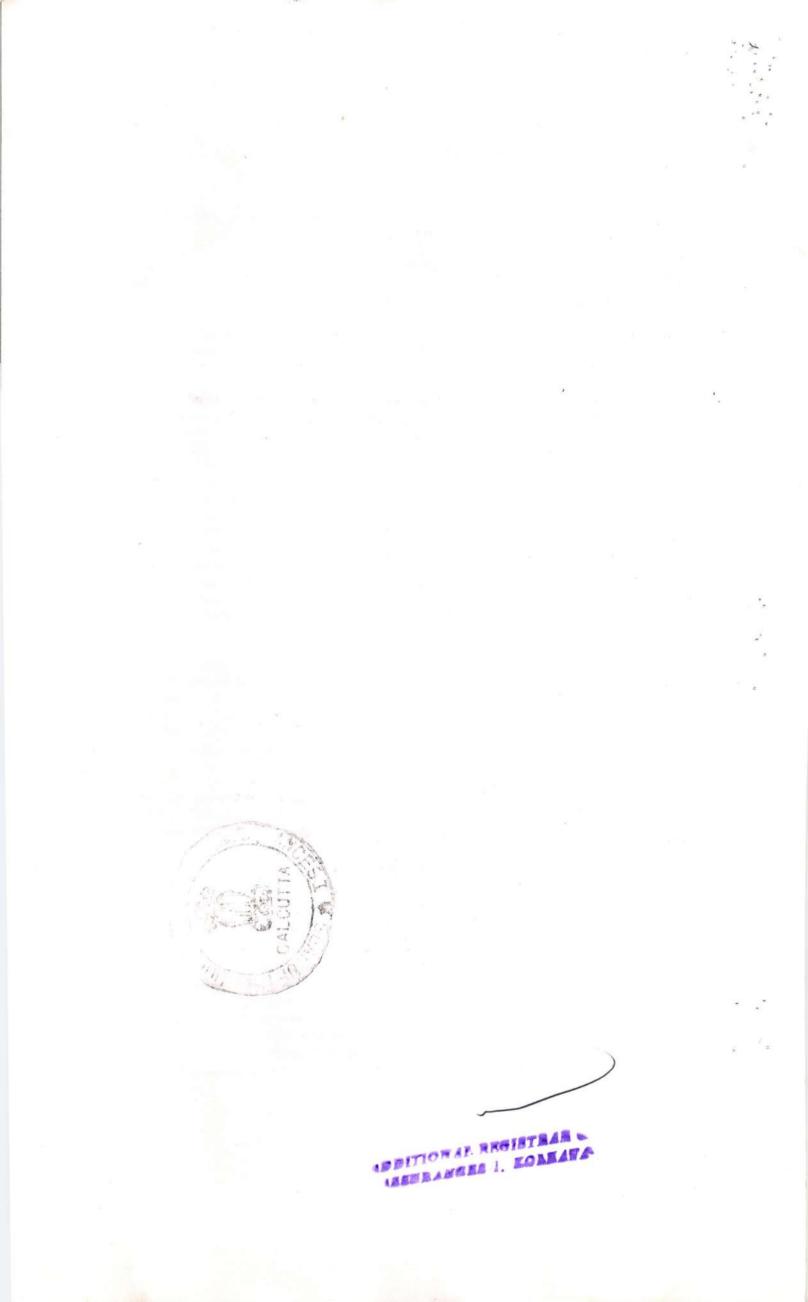


responsibility, forthwith take all necessary steps to remove and/or rectify.

- 8.3.2 **Transfer of Property Act:** All obligations and duties of vendors 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 Vendors 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 Vendors, with regard to which the Vendors hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 8.6 **Holding Possession:** The Vendors hereby covenant 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 Vendors or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendors.
- 8.7 Indemnity: The Vendors hereby covenants that the Vendors or any person claiming under the Vendors 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 Vendors or any of the Representations being found to be untrue.
- 8.8 **Further Acts:** The Vendors hereby covenants that the Vendors or any person claiming under the Vendors, 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 14 (fourteen), decimal, comprised in R.S. Dag No. 262, Khatian No. 1287 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	: Dag Nos. 692, 705 and 268
On the South	: Dag No. 262 (Part)
On the East	: Dag No. 262 (Part)
On the West	: Dag No. 263

# 9. Execution and Delivery:

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

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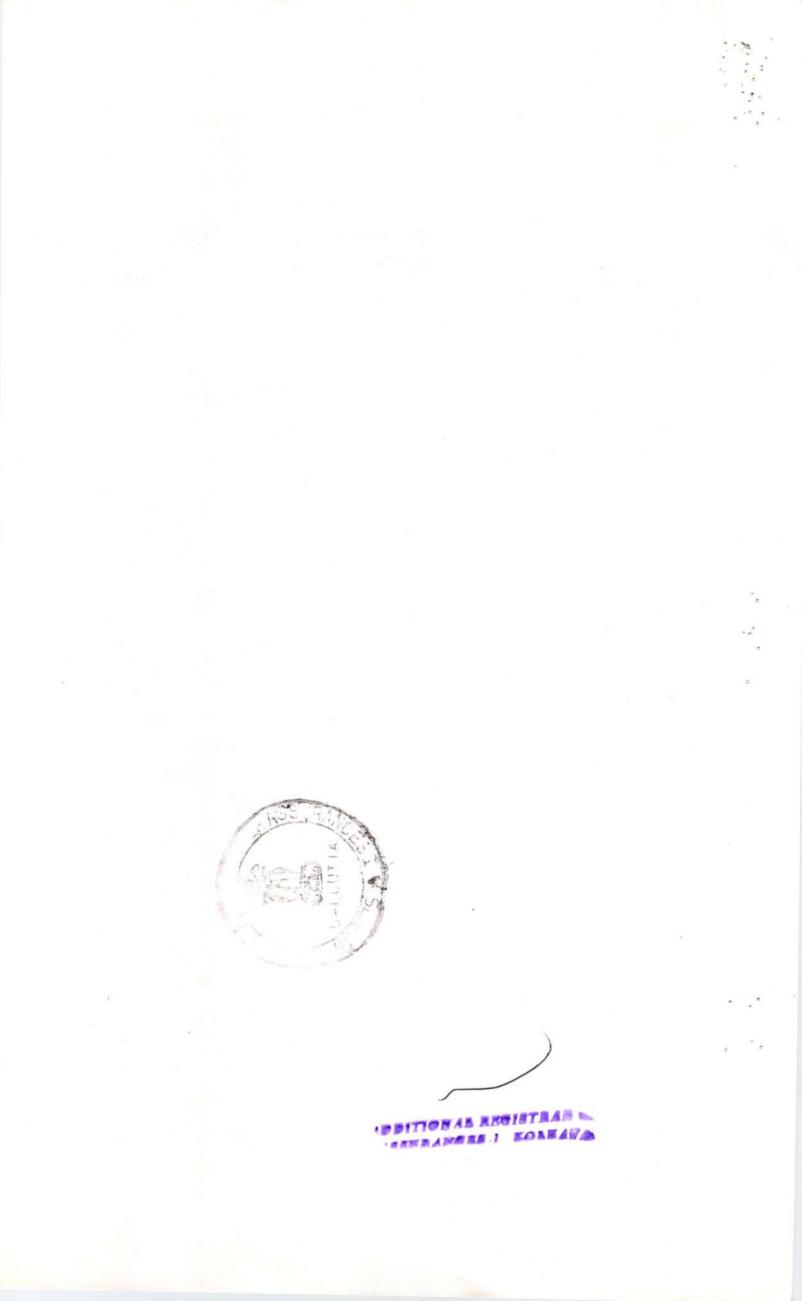
DREAM TOWER PVT. LTD. valore for.

Director

[Vendors]

Witnesses:

[Purchaser]



## **Receipt And Memo of Consideration**

**Received** from the Purchaser the sum of Rs. 2, 12,121/- (Rupees two Lac twelve Thousand one hundred and Twenty one) towards full and final payment of the Consideration receivable by the Vendors under this Conveyance, in the following manner:

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[Vendors]

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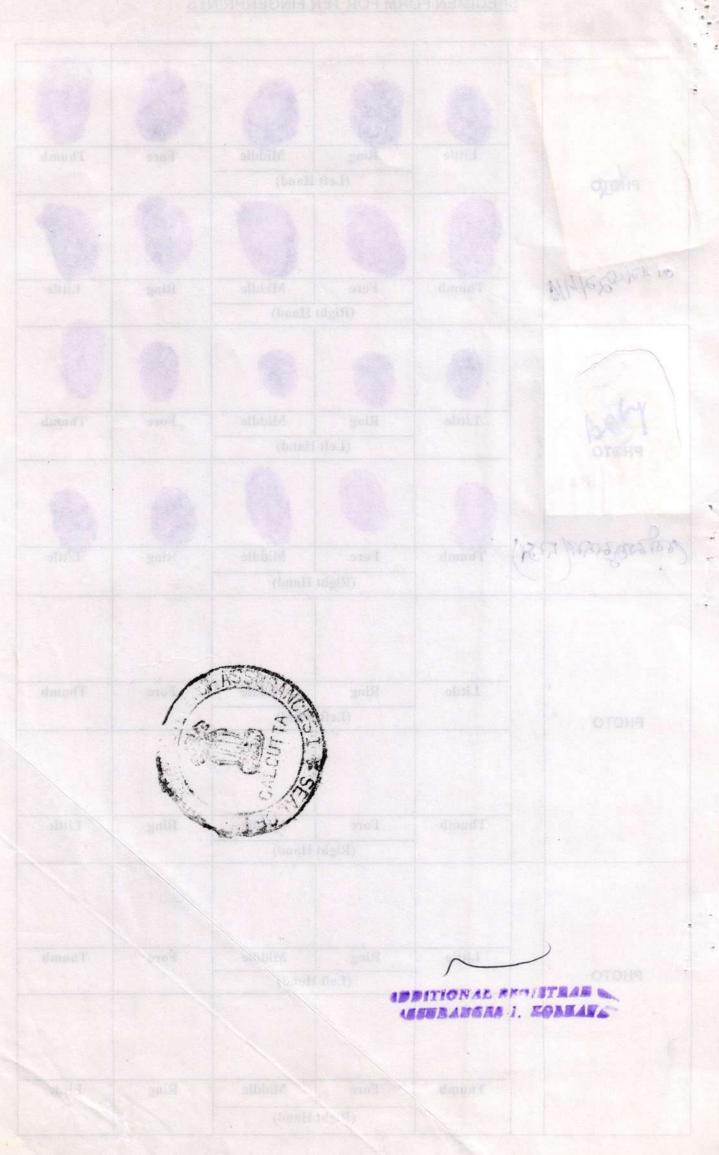
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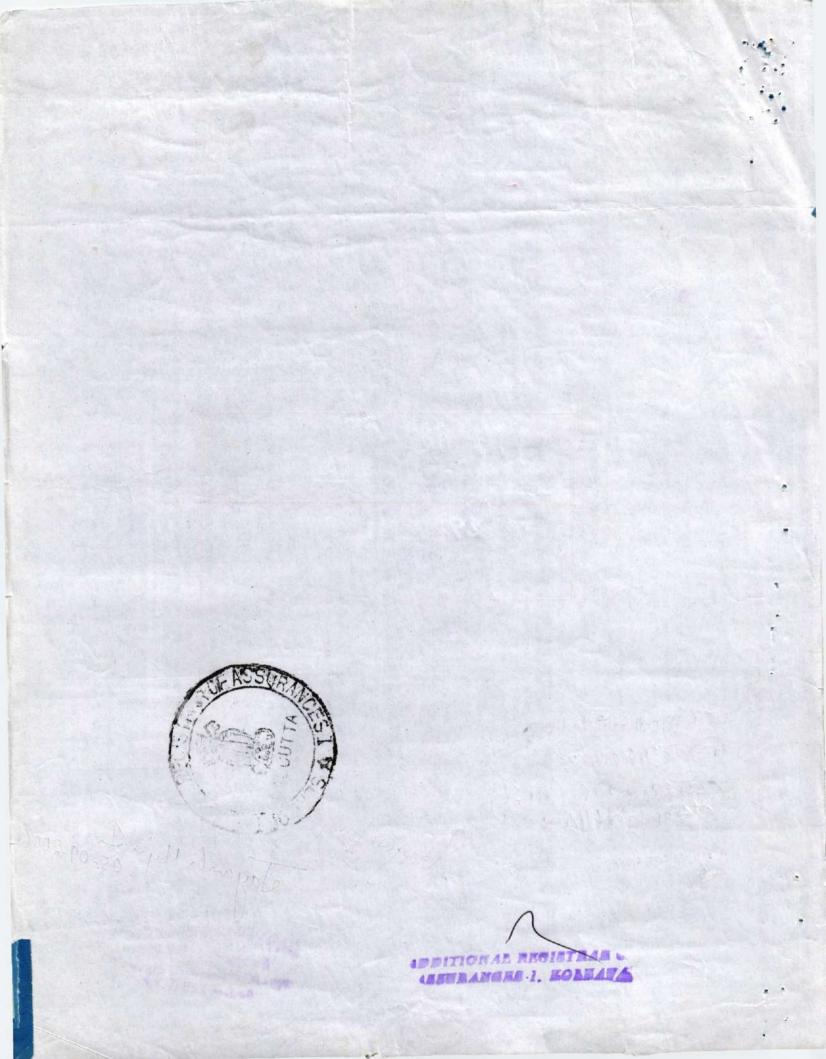
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