

V.C. On 2/2/14

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1 6 APR 2014 Daleumann Nome: ARJUN GOPE Advocate Address : Alipore Police Court A lipore Collectorate, 24 Pgs. (5) SUBHANKAR DAS STAMP VENDOR Alipure Police Court, Kol-27 Vendot moyon V. 2 T. 1 1211 DREAM TOWER KOLKATA PVT. LTD. Director

Auch Santra s/oct Avil Kr. Santra 44/24 Horta Road, Ko/Hata-7000/9 P.S. Bally grunge Service

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BY AND BETWEEN:

DREAM TOWER KOLKATA PRIVATE LIMITED (Formerly known as DREAM TOWER PRIVATE LIMITED), PAN. AACCD4214A, a Company incorporated under the 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" 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 (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.

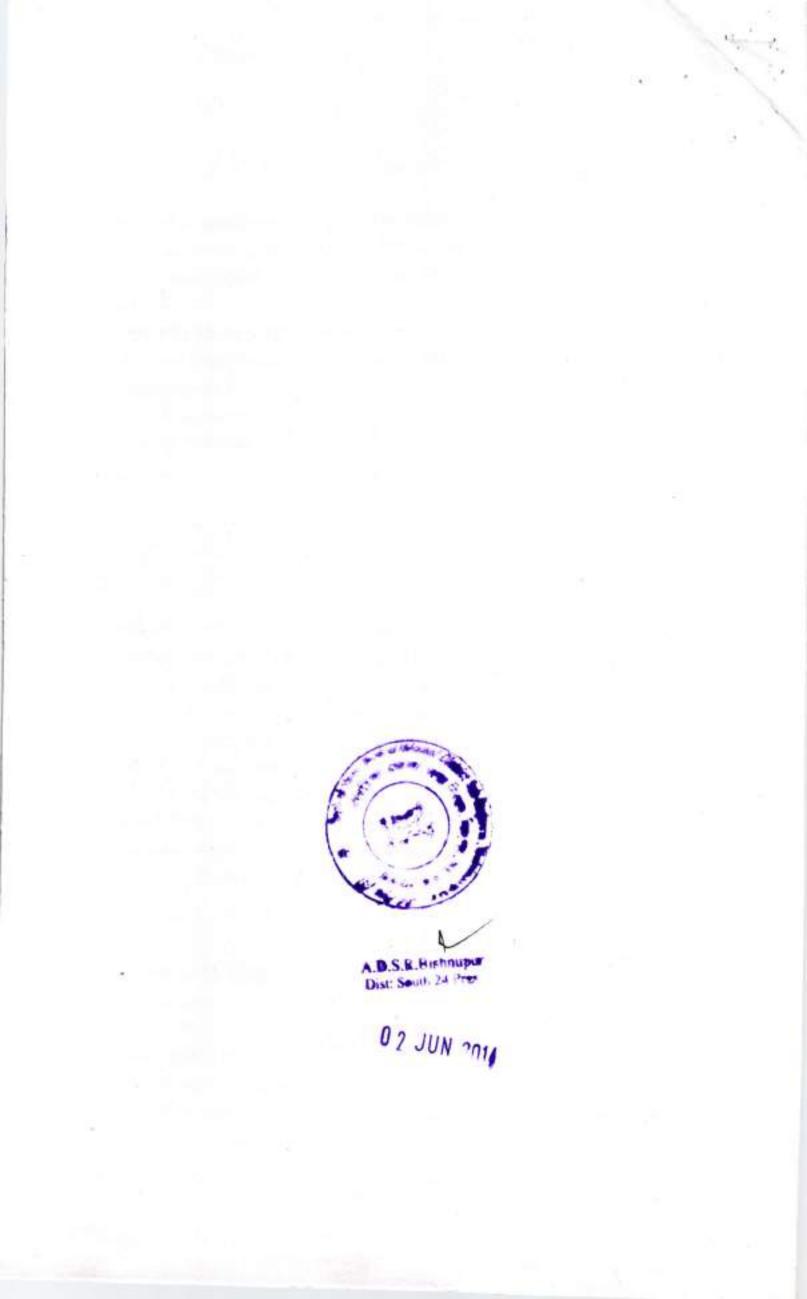
AND

(1) PALANHARE REALTORS PVT. LTD. (PAN. AAGCP6612E). (2) PALANHARE SKYRISE PVT. LTD. (PAN. AAGCP6633B) and (3) PALANHARE BHOOMI NIRMAN PVT. LTD. (PAN. AAGCP6628J), all Companies duly incorporated under the provisions of Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kołkata-700019, under P.S. Ballygunge, hereinafter referred to as the "PURCHASER", duly represented by its Director Mr. Rishi Jain, son of Mr. Premlal Jain, by nationality Indian of 44/2A, Hazra Road, Kołkata-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.

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A. Subject matter:

Sale of All That piece and parcel of undivided Sali land measuring **30** satak out of divided and demarcated 63.49 decimal out of the total land area of Dag being 126 satak, comprised in R.S./L.R. Dag No. 263, under Khatian No. 554, 555, 961, 962 and 963, 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), morefully and particularly described in **"Schedule B"** hereto and referred to as the "SAID LAND".



B. Background (Devolution of Title):

R.S./ L.R. Dag No. 263: Area – undivided 30 satak out of divided and demarcated 63.49 Satak out of the total land area of Dag being 126 satak:

- By virtue of Deed of Conveyance being Deed No. 15055/2006 recorded in Book No. I, Vol. No. I, Pages 1 to 10 for the year 2006, executed and registered in the office of Additional Registrar of Assurances – I, Kolkata, the DREAM TOWER PRIVATE LIMITED, Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of Sali land admeasuring an area of 32 Satak out of the total area of Dag being 126 satak, comprised in R.S./ L.R. Dag No. 263, under C.S. Khatian No. 376 corresponding to L.R. Khatian No. 554 and 555, 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).
- 2. The name of the Company (Vendor) has changed its name, under Board Resolution of the Company dated 31.05.2007, from DREAM TOWER PRIVATE LIMITED to DREAM TOWER KOLKATA PRIVATE LTD through ROC Form No. 23 and the 'Fresh Certificate of Incorporation Consequent upon Change of Name' dated 4th June '2007 was issued by Registrar of Companies, West Bengal.
- 3. By virtue of several other Deed of Conveyances being Deed No. 4580/2010 recorded in Book No. I, CD Vol. No. 16, Pages 2940 to 2957 for the year 2010, Deed No. 4579/2010 recorded in Book No. I, CD Vol. No. 16, Pages 2926 to 2939 for the year 2010 and Deed No. 4576/2010 recorded in Book No. I, CD Vol. No. 16, Pages 2912 to 2925 for the year 2010, all executed and registered in the office of District Sub-Registrar IV, South 24 Parganas, the said DREAM TOWER KOLKATA PRIVATE LIMITED, Vendor herein and purchaser therein, has become the owner of ALL THAT the piece and parcel of Sali land admeasuring an area of 31.49 Satak out of the total land area of Dag being 126 satak, comprised in R.S./ L.R. Dag No. 263, under Khatian No. 961, 962 and 963, 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).



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- 4. The said DREAM TOWER KOLKATA PRIVATE LIMITED have become the owner of All that divided and demarcated land of 63.49 satak of land out of the total land area of Dag being 126 satak, comprised in R.S./ L.R. Dag No. 263, under Khatian No. 554, 555, 961, 962 and 963, 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 Schedule A, herein after called as the Mother Land.
- 5. The Vendor herein is now desirous of selling a part of the Mother land measuring more or less undivided 30 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 vacant possession to the Purchaser herein on further terms and conditions specified hereunder.

C. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- C.1. Conveyance: The Vendor hereby absolutely sell, convey and transfer unto the Purchaser 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 Purchaser has paid to the Vendor the consideration of Rs. 24,00,000/- (Rupees Twenty Four Lac Only) against the sale and transfer of the said land which the Vendor accepts and acknowledges in the Receipts and Memo of Consideration hereunder.
- C.3. Transfer: The transfer being affected herein is a sale within the meaning of the Transfer of Property Act, 1882.
- C.4. Possession: At or before the execution hereof, the Vendor 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 Vendor 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 Vendor hereby represents and warrants 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 Vendor hereby represents and warrants that the Said Land is free from all encumbrances including but not limited to lispendens, attachments, liens, charges, mortgages, trusts, debutters, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or any other statutory prohibitions.
- D.4. The Vendor hereby represents and warrants 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 Vendor declares and affirms 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 Vendor hereby represents and warrants that the Vendor has 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 Vendor hereby represents and warrants that all outgoings, levies, cess, taxes, surcharges, including any statutory taxes related to the said property have been paid by the Vendor herein, and the Vendor further undertakes 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 Vendor in future shall, at the request and cost of the Purchaser execute, such and all other supplementary deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the said schedule mentioned Said Land or for more effectually transferring the Said Land to the Purchaser.



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E. Indemnity: The Vendor hereby indemnify and agrees to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs, losses or expenses that the Purchaser 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 Vendor, whether statutory or contractual and the Vendor hereby further undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.

SCHEDULE A MOTHER LAND

ALL THAT piece and parcel of divided and demarcated Sali land admeasuring an area of 63.49 satak of land out of the total land area of Dag being 126 satak, comprised in R.S./ L.R. Dag No. 263, under Khatian No. 554, 555, 961, 962 and 963, 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, P.O. Amgachhia; 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 Green therein .





SAID LAND

ALL THAT piece and parcel of undivided Sali land measuring **30** satak out of Mother Land being 63.49 decimal out of the total land area of Dag being 126 satak, comprised in R.S./L.R. Dag No. 263, under Khatian No. 554, 555, 961, 962 and 963, 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, P.O. Amgachhia; 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.)	L.R. Khatian no.	Conveyed Area (In Dec)	Vendor/ Owner	Purchaser	Classification
263	126	554, 555, 961, 962 and 963,	10	Dream Tower Kolkata	Palanhare Realtors Pvt. Ltd.	Sali
			10	Private Limited	Palanhare Skyrise Pvt. Ltd.	
			10		Palanhare Bhoomi Nirman Pvt. L.td.	

On the North : Dag No. 265.

On the South : Dag No. 254.

On the East : Part of Dag No. 266/692 & 262.

On the West : Other land of Dag No. 263.





RECEIPT AND MEMO OF CONSIDERATION

Vendor has received from the Purchaser the amount of Rs. 24,00,000/- (Rupees Twenty Four Lac 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	
000018	0018 31.05.14 Kotak Mahind Park Street		Dream Tower Kolkata Pvt Ltd	Rs. 8,00,000/-	
000005	31.05.14	Kotak Mahindra, Park Street	Dream Tower Kolkata Pvt Ltd	Rs. 8,00,000/-	
000012	31.05.14	Kotak Mahindra, Park Street	Dream Tower Kolkata Pvt Ltd	Rs. 8,00,000/-	

Total: (Rupees Twenty Four Lac Only)

DREAM TOWER KOLKATA PVT. LTD. Director

(VENDOR)

KUMAR PORE) Witnesses: (1) ADVOSATE, HIGHCOURT - CALCUTTA-

(2) Vill Amitala



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 Vendor in the presence of witnesses below:

M TOWER KOLKATA PVT. LTD. Director

(VENDOR)

(1) Sandon Kunney Port-l (1) Advocate High Court - Colutter

Momo) Kumal Kalon Vill Amstalle

Drafted & prepared by me:

Debi Koran VIII - Dallatabad Lic.No. B.N. P 65





A.D.S.R. Bishnupur Dist: Scort: 24 Pre

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

Endorsement For Deed Number : I - 02855 of 2014

(Serial No. 02736 of 2014 and Query No. 1613L000005004 of 2014)

On 02/06/2014

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

Presented for registration at 16.45 hrs on :02/06/2014, at the Private residence by Mr. Shrayans Jain Executant.

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

Execution is admitted on 02/06/2014 by

1. Mr. Shrayans Jain

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

Identified By Arup Santra, son of Lt. Anil Kr. Santra, 44/2 A, 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. 26396/- is paid , by the draft number 845843, Draft Date 27/05/2014, Bank Name State Bank of India, JEEVAN DEEP, received on 03/06/2014

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(Under Article : A(1) = 26389/- ,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.-24,00,000/-

Certified that the required stamp duty of this document is Rs.- 120010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

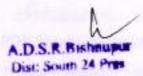
Deficit stamp duty

Deficit stamp duty Rs. 120010/- is paid , by the draft number 845955, Draft Date 27/05/2014, Bank : State Bank of India, JEEVAN DEEP, received on 03/06/2014

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

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 02855 of 2014 (Serial No. 02736 of 2014 and Query No. 1613L000005004 of 2014)

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



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

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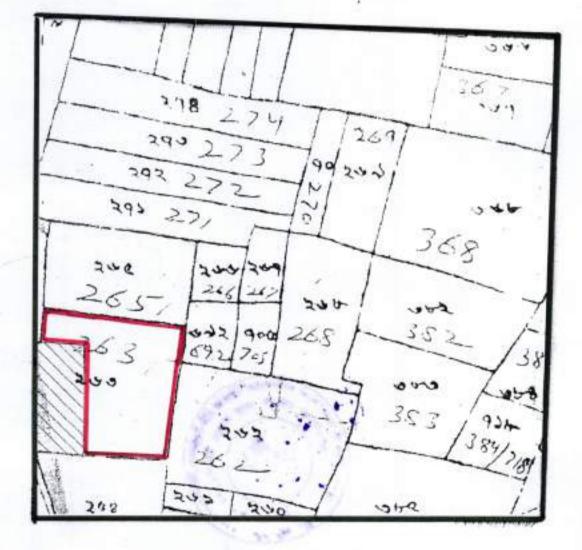


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SATD LAND AS PER SCHEDULEB R.S./L.R. DAG NO. 263, UNDIVIDED 30 SATAK

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Cartificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 1316 to 1330 being No 02855 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

SPECIMEN FORM FOR TEN FINGERPRINTS

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

BETWEEN

DREAM TOWER KOLKATA PVT. LTD.

VENDOR

AND

PALANHARE REALTORS PVT. LTD. & ORS.

PURCHASERS

DEED OF CONVEYANCE