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No. Ps Dath Dath Name: APJUN GOPE

Address : Alipore Police Court Alipore Collectorate, 24 Pgs. (S) SUBHANKAR DAS STAMP VENDOR Alipore Police Court, Kol-27

Vendor.....



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Averb Santia S/oct And kr. Santera 44/24, Harna Road, Kolhata- 700019 P.S. Ballygninge 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 "VENDOR/OWNER" 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 BUILDTECH PVT. LTD. (PAN. AAGCP6630C), a Company 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 "PURCHASER" duly represented by its Director Mr. Gyan Prakash Sah, son of Sri Shankar Sah, by nationality Indian of 44/2A, Hazra Road, Kolkata-700019, under P.S. Ballygunge, (2) PALANHARE INFRABUILD PVT. LTD. (PAN. AAGCP6617B) and (3) PALANHARE AWAS PVT. LTD. (PAN. AAGCP6615D), 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 "PURCHASER" duly represented by its Director Mr. Premlal Jain, son of Late Madan Lal 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 **30 satak** out of the total land area of Dag being 90 satak, comprised in R.S./L.R. Dag No. 265, under R.S. Khatian No. 382 corresponding to L.R. Khatian No. 532, 533, 534 and 1262, 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"



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B. Background (Devolution of Title):

R.S./ L.R. Dag No. 265: Area - 30 satak out of the total land area of Dag being 90 satak:

- 1. By virtue of several Deed of Conveyances being Deed No. 15051/2006 recorded in Book No. I, Vol. No. I, Pages 1 to 12 for the year 2006, Deed No. 15056/2006 recorded in Book No. I, Vol. No. I, Pages 1 to 10 for the year 2006, Deed No. 15136/2006 recorded in Book No. I, Vol. No. I, Pages 1 to 12 for the year 2006 and Deed No. 15333/2006 recorded in Book No. I, Vol. No. I, Pages 1 to 10 for the year 2006, Deed No. 1739/2007 recorded in Book No. I, Vol. No. I, Pages 1 to 9, for the year 2007, Deed No. 8929/2007 recorded in Book No. I Vol. No. I, Pages 1 to 10 for the year 2007, all executed in the office of Additional Registrar of Assurances - I, Kolkata, DREAM TOWER PRIVATE LIMITED, Vendor herein and purchaser therein, became the owner of ALL THAT the piece and parcel of Sali land admeasuring an area of 90 Satak, comprised in R.S./ L.R. Dag No. 265, under R. S. Khatian No. 382 corresponding to L.R. Khatian No. 533, 532, 534 and 1262, 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.
- 2. The Vendor herein 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. 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.



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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.



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- 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.
- 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 undivided Sali land admeasuring an area of 90 Satak, comprised in R.S./ L.R. Dag No. 265, under R.S. Khatian No. 382 corresponding to L.R. Khatian No. 532, 533, 534 and 1262, 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.



SAID LAND

ALL THAT piece and parcel of undivided Sali land measuring **30** satak out of Mother Land being 90 satak, comprised in R.S./L.R. Dag No. 265, under R.S. Khatian No. 382 corresponding to L.R. Khatian No. 532, 533, 534 and 1262, 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	Classificati on
265	90	532, 533, 534 and 1262,	10	Dream Tower Kolkata Private Limited	Palanhare Buildtech Pvt. Ltd.	Sali
			10		Palanhare Infrabuild Pvt. Ltd.	
			. 10		Palanhare Awas Pvt. Ltd.	

On the North : Part of Dag No. 265.

On the South : Dag No. 263.

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

On the West : Part of Dag No. 264.



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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	
000016	31.05.14	Kotak Mahindra, Park Street	Dream Tower Kolkata Pvt Ltd	1401 0,00,000	
000011	31.05.14	Kotak Mahindra, Park Street	Dream Tower Kolkata Pvt Ltd	Rs. 8,00,000/-	
000013	31.05.14	Kotak Mahindra, Park Street	Dream Tower Kolkata Pvt Ltd	Rs. 8,00,000/-	

DREAM TOWER KOLKATA PVT. LTD. Director

(VENDOR)

Witnesses: Sangar Kumay Pay l (1) Advocate High Conat - Caleatter (1) Mano Kumas Kasan (2) Mill Annelorla



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:

DREAM TOWER KOLKATA PVT. LTD. Directo

(VENDOR)

Witnesses: Sauger Kumay Poyel Advocate High Count- Calentta.

(2) Xell Ambarla

Drafted & prepared by me:

Debi Karan VIII - Daulatabad Lie-No-B.N.P-65



A.D.S.R.Bishnupar Dist: South 24 Prgs

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 1434 to 1447 being No 02859 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



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

Endorsement For Deed Number : I - 02859 of 2014

(Serial No. 02738 of 2014 and Query No. 1613L000005001 of 2014)

On 02/06/2014

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

Presented for registration at 16.30 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 Private Limited), 44/2 A, Hazra Road, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Profession : Business

Identified By Anup Santra, son of Lt. Anil Kr. Santra, 44/2 A, Hazra Road, 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 845949, Draft Date 27/05/2014, Bank Name State Bank of India, JEEVAN DEEP, received on 03/06/2014

(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/-

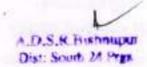
Certified that the required stamp duty of this document is Rs.- 120010 /- and the Stamp duty paid as: Impresive Rs.- 100/-

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

03/06/2014 17:14:00

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 - 02859 of 2014

(Serial No. 02738 of 2014 and Query No. 1613L000005001 of 2014)

Deficit stamp duty

Deficit stamp duty Rs. 120010/- is paid , by the draft number 845953, 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



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

03/06/2014 17:14:00

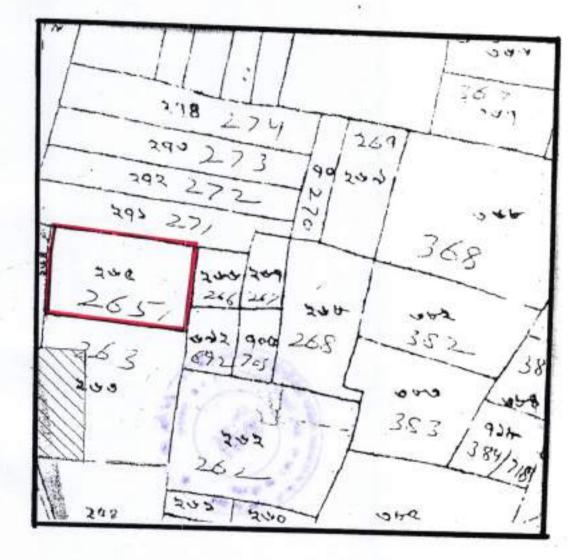
EndorsementPage 2 of 2



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SAID LAND AS PER SCHEDULE B R.S./L.R. DAG NO. 265, UNDIVIDED 30 SATAK

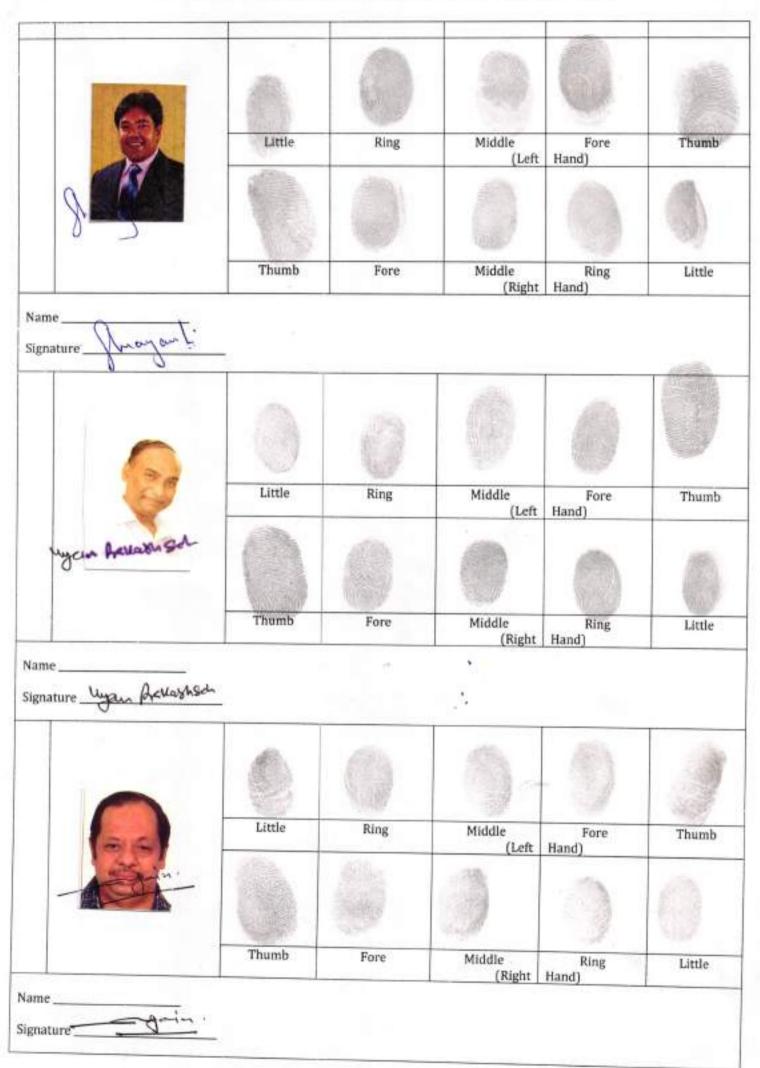


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BETWEEN

DREAM TOWER KOLKATA PVT. LTD.

VENDOR

AND

PALANHARE BUILDTECH PVT. LTD. & ORS.

PURCHASERS

*

DEED OF CONVEYANCE