## **DEED OF SALE**

(Full payment)

Executed on 19 - 6 - 2007.

### **BETWEEN**

## WEST BENGAL HOUSING BOARD

(VENDOR)

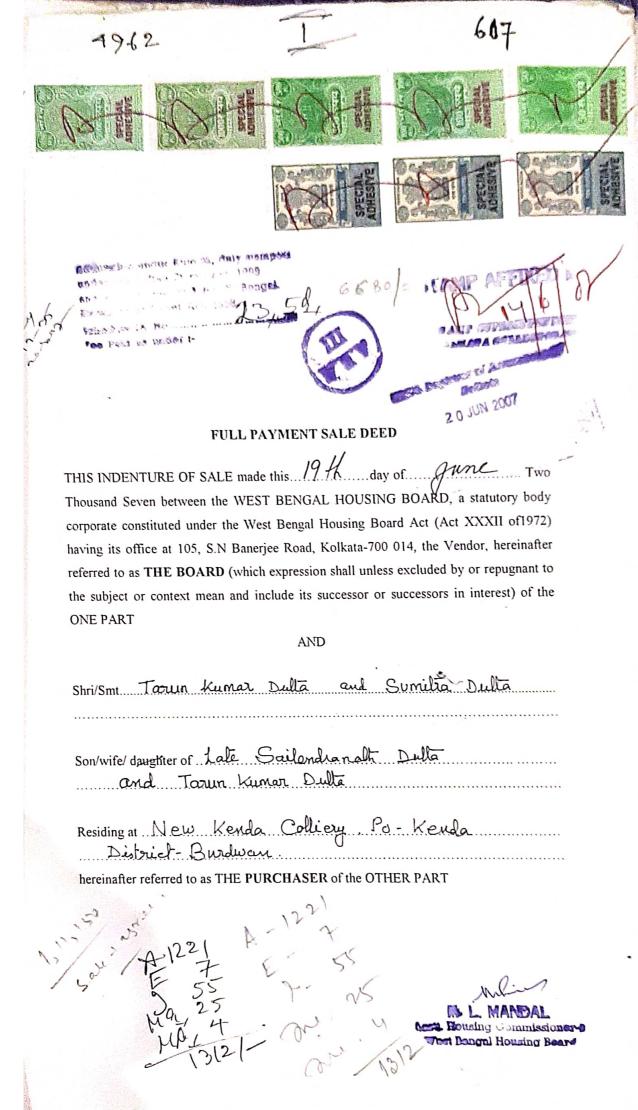
AND

SHRI/SMT. /ARUN KUMAR DUTTA	
AND	
SUMITRA DUTTA	
(PURCHASER)	
in respect of	_
Residential Plot No. A ユmeasuring ユ: 4.7COTTAHS (approx	:)

At

Kalyanpur Housing Project (Extension)

**ASANSOL** 



Jarun Kennan Dulla 8104 , Tarun Kungar Dutto 1 Sumitra Duta 2 0 JUN 2007. Jayashoee Das. 10/0 Robindea nath Adhikari 81. a. T. Road uttarpare Dist-Hooghly

#### WHEREAS

- 1. The Housing Department, Govt. of West Bengal acquired an area of land measuring about 102.92 acres at Mouza- SITLA, J.L NO-21, GOBINDAPUR, J.L.NO.-7 and KUMARPUR, J.L.No.- 6, under P.S.- ASANSOL, District- BURDWAN which was thereafter transferred by the said Department to the West Bengal Housing Board, a statutory body corporate, constituted under West Bengal Housing Board Act,1972 under Sub-Section (1) of Section 29 of the West Bengal Housing Board Act,1972 (Act XXXII of 1972) vide Notification No. 3605-HI /HB-1/76(Pt) dated 16<sup>th</sup> August,1980. The possession of the said land was delivered by the State Govt.to the Board earlier.
  - 2. The Board earlier constructed a housing project and provided houses and plots on a portion of the land referred above known as kalyanpur Housing Project. Now in implementation of the objective to provide further residential accommodation in the area, the Board has carved out 36 nos. residential plots of varying measurement on remaining portion of land available, for sale to the intending purchaser, under the scheme known as Kalyanpur Housing Project (Extension), more fully described in the First and Second Schedule hereunder written which is an integral part of existing Kalyanpur Housing Project.
  - 3. Pursuant to an application made by the Purchaser for the purchase of a plot as mentioned and described in the Second Schedule hereunder written (hereinafter referred as "THE SAID PLOT") and agreeing to comply with the terms and conditions prescribed by the Board for the sale of the said plot in the said project and on tendering a sum of Rs. 25000 (Rupees. The entry live live wand) only along with the said application, the Board has agreed to allot and sell the said plot on "As is where is" basis to the purchaser for a price settled at Rs. 11150 (Rupees. One dolly eleven housand one hundred lifty) only.

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5. The Purchaser has taken inspection of the said plot and has satisfied himself /herself / themselves as to the area, boundary line and other conditions thereof.

6. Vacant and peaceful possession of the plot, on as is where is basis, shall be obtained by the Purchaser after execution and registration of deed. The Board will not take any responsibility for providing any infrastructural facility to the Purchaser other than that already available in the existing project.

NOW THIS INDENTURE WITNESSETH that in consideration of the Purchaser agreeing to observe and perform the terms, conditions, and covenants herein mentioned and also in consideration of the full price paid by the Purchaser and the Board doth hereby sell unto the Purchaser all that the said plot more fully described and mentioned in the Second Schedule hereunder written and hereinafter referred to as "the said plot" TO HAVE AND TO HOLD the said plot hereby sold conveyed and transferred unto the Purchaser absolutely and for ever on as is where is basis.

- I. The Purchaser doth hereby covenant with the Board as follows:-
- a) To pay all rates, taxes, outgoings and impositions in respect of the said plot or any amenities or facilities appertaining hereto payable by the purchaser.
- b) To construct the building within 3(three) years from the date of taking over possession of the plot according to the rules and regulations of the Municipal authority or of any other authority in that behalf, failing which the Board may resume possession of the land on refund of the total price paid without any interest thereon.
- c) To use the land for residential purpose only for which the sale of the plot has been granted by the Board.
- d) Not to sub-divide the plot at any time without sanction of the Municipal authority.
- e) Not to allow the land and building to be erected thereon to be so used as to cause annoyance or inconvenience to the owners and occupiers of the adjoining or neighbouring premises, nor to allow them to be used for any unhygienic, unlawful or immoral purposes or subversive to the Government established by law in India.

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II. The Board doth hereby covenant with the Purchaser that the Purchaser paying the all taxes, outgoings and impositions of whatsoever nature payable to any authority, institution, Municipality or to any other person whatsoever in relation to the said plot whether payable by and/or levied on the Purchaser or on occupier and observing and performing the several terms and conditions herein contained shall peacefully hold and enjoy the said plot without any interruption by the Board or any person/ persons claiming under or in trust for the Board.

III. The expression "Purchaser" wherever appears in these presents and if the context so requires shall be read as the "Purchasers" and shall mean and include his/her/their respective heirs, executors, successors, legal representatives and permitted assigns.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

DAG NO. 960, 961, 961/1541, 962, 988, 989, 990, 993, 994, 1029, 1115, 1117, 1118, 1124, 1125, 1126, 1127, 1128, & 1131. ( All Part )

#### THE SECOND SCHEDULE ABOVE REFERRED TO

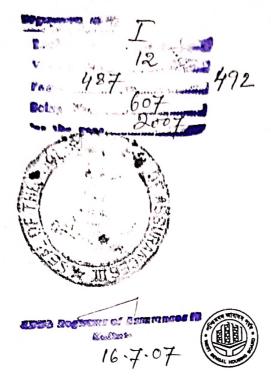
Plat No All	In the north
Plot No. Al3	In the south
14 metere wide Project Road	In the east
W.13.4.13. LAND	In the west



IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

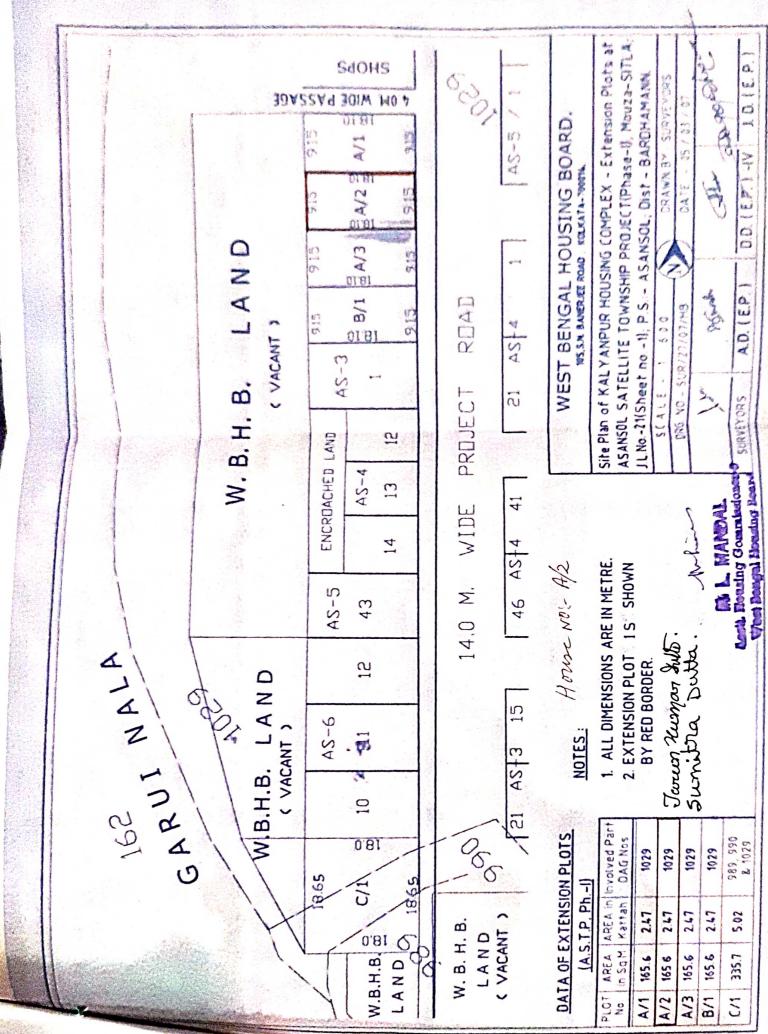
SHRI. M. L. Mondal, AHCI.
For and on behalf of West Bengal
Housing Board, Vendor, at Kolkata
In the presence of:
1. S. K. CHAFFERJEE Superintendent West Bengal Housing Board  2. A. K. Yodov. Asett. Supatt. WBHB.
SIGNED AND DELIVERED BY
SHRI / SMT
Purchaser at Kolkata in presence of
Bawa Singli Sto Guyan Singl jobel Kanga pur Honsin prin Asan Sch - 4
2 - 1

Jarun Kumoor Dutto.
(Harun Kumor Dutto.)
Sumitra Dutta.



Printed by: The WEST BENGAL HOUSING BOARD, 105, S.N.Banerjee Road, Kolkata – 700014 Price: Rs. 500/- per set of deed.

105, S.N.Banerjee Road, K.
Price: Rs. 500/- per se



# SPECIMEN FORM FOR TEN FINGERPRINTS

SI.No.	01	- TENTINGERPRINTS					
01.140,	Signatures of the Executants/ Presentants	Finger Impressions					
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i i	Janua Veryow Quitto			HAND)			
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