





Rs. 100 ONE HUNDRED RUPEES

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न्टिम्रवङ्ग पश्चिम बंगाल WEST BENGAL

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THIS INDENTURE OF SALE made on this day of JUNE ... 2012 (Two Thousand and Twelve) BETWEEN WEST DEVELOPMENT INFRASTRUCTURE BENGAL HOUSING CORPORATION LTD. a Govt. of West Bengal Company incorporated under the Companies Act, 1956 (Act I of 1956) and the Planning Authority, as appointed by the State Government order No.1490-HI/HGN/NTP/1M-1/98 dated vide contd Pla Toppani 1.5



as such under Notification No.1423/ HI/HGN/NTP/1M-1/98 dated 27th August, 1999, hereinafter referred to as the WBHIDCO Ltd. having its registered office at HIDCO BHABAN, Premises No.35-1111, Major Arterial Road, 3rd Rotary, New Town, Kolkata 700156, represented by the Managing Director or Joint Managing Director/General Manager (Administration)/General Manager (Marketing)/Addl. General Manager (Admn.)/Addl. General (Marketing) of the said State Govt. Company who is so authorized by the Managing Director for the purpose of execution of this indenture hereinafter referred to as the "VENDOR" (which expression shall include its executors, administrators and successor-in-office and assigns) of the ONE PART.

AND

NATIONAL BUILDING CONSTRUCTION CORPORATION

LIMITED, having its registered office at NBCC Bhawan, Lodhi

Road, New Delhi - 110003, represented by MR. M.C. SHARMA,

General manager (Engg.), hereinafter referred to as the

"PURCHASER" (which expression shall where the context so
admits include its successors-in-interest and assigns) of the

OTHER PART.

WHEREAS although the VENDOR has a statewide mandate to provide larger supply of developed lands, the immediate focus

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area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the Collector, North 24-Parganas and Collector, South 24-Parganas on the requisition of Government in the Housing Department by and under a good number of Land Acquisition Cases had acquired large chunk of land, and the same has been duly vested in the Government absolutely free from all encumbrances Under Section 16 of the Land Acquisition Act, 1894.

and whereas the said Collectors thereafter duly transferred right title and interest in the said lands and also made over vacant possession over the said land to the VENDOR free from all encumbrances upon payment of the price for compensation money for such lands.

AND WHEREAS upon such transfer of lands and possession thereof being handed over to the VENDOR, the VENDOR is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the schedule hereunder written.

AND WHEREAS the VENDOR, in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary

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infrastructures on the said lands for making it suitable for setting up the proposed township.

AND WHEREAS after having developed the said lands and building infrastructure thereon the VENDOR has demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and sale to the prospective buyers.

AND WHEREAS the PURCHASER applied to the VENDOR for purchase of a piece and parcel of land in the New Town, Kolkata so as to enable the PURCHASER for construction of a State-of-the Art-Building Complex to be sold on completion to Central and State Public Sector Companies for office use after complying with all formalities for allotment of such land by the VENDOR.

the purposes for which the land hereinafter referred to and mentioned in the schedule hereunder written is required by the PURCHASER/s and in consideration of a sum of Rs.27.50.00,000/- (Rupees Twenty Seven Crores Fifty Lakhs) only paid by the PURCHASER the receipt whereof the VENDOR doth hereby admit and acknowledge and in consideration of the PURCHASER agreeing to observe and perform the terms and conditions, mentioned hereinafter and in consideration of the

्रिक प्रमुख आर.ई.एम. एण्ड हो fact that the PURCHASER have taken inspection of such land and has satisfied itself as to the conditions and description of the plot of land also as to the amenities and facilities appertaining to such land and as to the nature, scope and extent of benefit or interest, provided therein by the VENDOR, the VENDOR doth hereby sell, grant, convey and transfer unto the PURCHASER such land more fully described and mentioned in the schedule hereunder written (hereinafter referred as the said demised land) TO HAVE AND TO HOLD the demised land hereby granted, transferred and conveyed expressed or otherwise assured or intended to the use of the said PURCHASER absolutely and for ever.

THE PURCHASER HEREBY COVENANTS WITH THE VENDOR as follows:

- The PURCHASER shall preserve the boundary pillars provided in the demised land.
- The PURCHASER shall use the said demised land 11. exclusively for the purpose of constructing buildings at the cost of the PURCHASER in conformity with the Building Rules & Regulations as applicable in New^ Town, Kolkata and other Rules and Regulations as prescribed or might be framed out from time to time for the New Town, Kolkata, and more specifically according to

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plans, specifications, elevations, designs and sections sanctioned by the VENDOR and with such condition as the VENDOR may decide and not to use the said demised land for any purpose other than construction of a state-of-the-Art Building complex to be sold on completion to Central and Stare Public Companies for office use under the principal use "Business".

- III. The PURCHASER shall not make any excavation in the land nor remove any earth/subsoil therefrom in contravention of provisions of any Act and Rule of the land use and management and if made with the prior permission of the Competent Authority, regard shall be had so that the surrounding plots and common areas possessed by the VENDOR are not disturbed in any way.
 - IV. The PURCHASER shall not alter the location of sewer/
 water connection lines except prior approval of the
 VENDOR, which shall not normally be allowed for the
 sake of greater interest of the project area.
 - V. The VENDOR shall remain indemnified against any claims/dues payable by the PURCHASER to any local authority in future.

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- VI. The PURCHASER shall not carry on or allow to be carried on in the said land any unlawful, illegal or immoral activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises.
- VII. The PURCHASER shall allow any person authorized by the VENDOR or local Body to inspect, maintain and construct/reconstruct the sewer lines and water meter, storm-water drains and other utility services or to do any other work in connection therewith within the plot without any obstruction or hindrance by the PURCHASER.
- VIII. The PURCHASER shall pay and discharge all existing and future rates, taxes, other impositions, charges and enhancement, if any, of land value on the date of purchase in respect of the said demised land and structure to be erected thereon which as and when determined by any Competent Authority to be payable by the PURCHASER thereof to such authority under the provision of law for the time being inforce.
- IX. The PURCHASER shall pay and continue to pay service charges to the VENDOR or local Body for providing the





services as covenanted herein within the New Town. The VENDOR or local body will assess and decide upon hearing the PURCHASER the periodical service charge to be paid by the purchaser from time to time.

- X. The PURCHASER shall keep the VENDOR indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work, may become payable or be demanded by any local authority or authority in respect of the same works or of anything done under the authority herein contained.
- XI. The PURCHASER is liable to compensate for any damage caused by him/her to the infrastructure provided by the VENDOR.

THE VENDOR HEREBY COVENANTS WITH THE PURCHASER as follows: -

 The VENDOR has good and marketable title in the land described in the schedule hereunder written free from all encumbrances and the VENDOR has all right to transfer

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the said land to the PURCHASER by executing this indenture.

- The PURCHASER observing, performing, fulfilling and discharging all the responsibilities covenanted herein shall hold and enjoy the said demised land forever without any interruption by the VENDOR or any of its agents or representatives whosoever.
- The PURCHASER shall be provided with all facilities in regard to sewer connections, water supply, roads and other amenities as may be available to other similar purchasers in respect of similar other plots of lands of Newtown, Kolkata. Facilities of services such as roads, sewer drain lines and waterlines will be made available at the peripheral roads (where such lines have been taken as per planning abounding the demised premises) from which connection will be taken by the PURCHASER at his /her/their/its own cost.
- The VENDOR further covenants with the PURCHASER to save harmless indemnify and keep indemnified the PURCHASER from or against all encumbrances, losses, claims charges and equities whatsoever arising or accruing before execution of these presents.

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SCHEDULE

Butted and bounded as follows:

ON THE NORTH : Plot No.IIIF/12 and Service Road

(10.5M. wide) of 48M. wide MAR (N.S.)

ON THE SOUTH : Canal Bank Road (5M. wide) and

Service Road (7.5M. wide) of 69M.wide

MAR (E.W.).

ON THE WEST : Service Road (10.5M. wide) of 48 M.

wide MAR (N.S) and Service Road

(7.5M.wide) of 69M. wide MAR (E.W.).

ON THE EAST : Plot No.IIIF/12 and Service Road

T.5M. wide) of 69 M. wide MAR (E.W.)

N Canal Bank Road (Sm mide) K

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IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY

FOR AND ON BEHALF OF THE WEST BENGAL HOUSING LTD. DEVELOPMENT CORPORATION INFRASTRUCTURE (VENDOR)

> General Manager (Marketing) W.B. HIDCO LIMITED

In presence of the Witnesses

1. Shyamananda Banerjee Asst. Administrative Officer WB HIDCO LTD.

Kazi Abdul Hakim Asst. Administrative Officer WB HIDGO LTD.

SIGNED BY THE ABOVENAMED PURCHASER NATIONAL BUILDINGS CONSTRUCTION CORPORATION LTD.

- Monard (Mahesh Chandra Strang) In presence of the Witnesses FR. N. Dalla (Riger son NOT) The Authorized Signatures

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एन. सी. शर्मा/M. C. SHARMA महाज्यां (General Manage) फंनत प्रकरी (प. च.)/Zonal Incharge एम.ची.सी.सी. सिनिटेड, कोलकात N.B.C.C. LTD., Kolksts-17

2. MAHENDEA KUMAR SINGH 5 A, SANDHYATARA GREENFIELD HELGUIC, RAJARHAT, KOLKATA-FINISC

Drafted by WBHIDCO Ltd. and endorsed by Ld. L.R., W.B and modified by the Competent Authority.

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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue Office of the A.D.S.R. BIDHAN NAGAR, District- North 24-Parganas

Signature / LTI Sheet of Serial No. 08093 / 2012, Deed No. (Book - I , 07434/2012)



! Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
M C Sharma N B C C Bhawan Lodhi Rd. P.C ,New Delhi, India, Pin :-110003	15/06/2012	LTI 15/06/2012	DAD/2015/6/20

 $\ensuremath{\mathrm{II}}$. Signature of the person(s) admitting the Execution at Office.

Signature Finger Print Photo SI No. Admission of Execution By Status

M C Sharma Address -N B C C Bhawan Lodhi Rd, P.O. :- ,New Delhi, India, Pin:-110003

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15/06/2012

15/06/2012

Name of Identifier of above Person(s)

M Kr Singh RBG East NBCC VIBGYOR Tower, , , Thana:-New Town, P.O. :- ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700156 Signature of Identifier with Date



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15/06/2017

(Debasish Dhar) ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BIDHAN NAGAR

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