

16/3/03

Magnus Bengal Development Pvt Ltd.

NAME: SURANJAN MUKHERJEE
ADDRESS: C. C. Court, K. S. Roy Road, Kol.-1
19 FEB 2007
Licensed Stamp Vendor

unit no. C304
city centre
Salt Lake
KOL-101

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Presented for Registration at... A.M./P.M.
on the 20th day of FEB 2007
of the Bidhannagar (Salt Lake City)
Addl. District Sub-Registry Officer
by Alex Liew Yee Choong
the Executant/Claimants

Additional District Sub-Registry
Midhannagar (Salt Lake City)

23 FEB 2007

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Alex Liew Yee Choong

Alex Liew Yee Choong
Project Director of Magnus
Bengal Development Pvt
Ltd of unit no. C-304
City Centre Salt Lake
Dist. 24 Parganas North by Caste
Hindu / Muslim by Profession Service
Business / H/wife / Cultivator
KOL-101



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Alex Liew Yee Choong

Sanjana Jana
S/O/D/O Amal Kumar Jana
of B.D-474 Salt Lake
KOL-
Dist. 24 Parganas North by Caste
Hindu / Muslim by Profession Service
Business / H/wife / Cultivator

Additional District Sub-Registry
Midhannagar (Salt Lake City)

23 FEB 2007

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SANJANA JANA. D/O AMAL KUMAR JANA.
BD 474. SALT LAKE, KOLKATA.
SERVICE.

DEVELOPERS PVT LTD and having its registered office at Unit No. C-304, City Centre, Salt Lake, Kolkata- 700101 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 area has been limited to the development of a planned town (hereinafter called the New Town Kolkata) and the State Government in the Housing Department on behalf of the VENDOR has acquired lands in the Districts of North 24-Parganas and South 24-Parganas and has transferred the same to the VENDOR conferring on the VENDOR the entire responsibilities of developing the infrastructure services therein and also with power to transfer lands by way of sale to the individual persons, Cooperative Housing Societies, Corporate Bodies as well as Statutory Authorities as the case may be in order to develop New Town as a major hub for residential, industrial, institutional and cultural purposes etc.

AND WHEREAS the PURCHASER applied to the VENDOR for purchase of a piece and parcel of land in the New Town so as to enable the PURCHASER to erect buildings thereon for construction of Residential Housing Project purpose after complying with all formalities for allotment of such land by the VENDOR.

Now this INDENTURE WITNESSETH that in consideration of the purposes for which the land hereinafter referred to and mentioned in the schedule hereunder written is required by the PURCHASER and in consideration of a sum of Rs.34,27,40,162/- (Rupees Thirty-four Crores Twenty-seven Lacs Forty Thousand One Hundred and Sixty-two only) paid by the PURCHASER the receipt whereof the VENDOR doth hereby admit and acknowledge and in consideration of the fact that the PURCHASER have taken inspection of such land and has satisfied themselves as to the conditions and description of such land and also as to the amenities and facilities appertaining to such land and as

Contd. -- P/3

to the nature, scope and extent of benefit of interest provided 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 to 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 forever.

PURCHASER hereby covenants with the VENDOR as follows :

1. The PURCHASER shall preserve the Boundary Pillars provided in the demised land.
2. The PURCHASER shall use the said demised land exclusively for the purpose of construction of Residential Housing Project at the cost of the PURCHASER in conformity with the Planning Area (Building Operation) Rules, 2006 and Planning Area (Building Operations) Regulations, 2006 and other Rules and Regulations as prescribed or framed from time to time for New Town, Kolkata and according to plans, specifications, elevations, designs and sections sanctioned by the VENDOR and with the condition as the VENDOR may decide and not to use the said demised land for any purpose other than construction of Residential Housing Project.
3. 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.
4. The PURCHASER shall neither make any excavation in the land nor remove any earth/subsoil therefrom in contravention of provisions of any Act and Rules of the land use and management and if made with the prior permission of the Competent Authority

Contd. --- P/4

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regard shall be had so that the surrounding plots and common areas possessed by the VENDOR are not disturbed in any way.

5. The PURCHASER shall not alter the location of the sewer/water connection lines except prior approval of VENDOR, which shall not normally be allowed for the sake of greater interest of the project area.

6. The PURCHASER shall be liable to make all payments towards taxes, fees, rates, any other imposition etc. that may be levied by local authority (in future) with effect from the date of present conveyance.

7. The VENDOR shall remain indemnified against any such claims/dues payable by the PURCHASER to any local authority in future.

8. The PURCHASER shall allow any person authorised by the VENDOR to inspect, maintain and construct/reconstruct the sewer lines, water meter, storm 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.

9. 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 a Competent Authority to be payable by the PURCHASER thereof to such authority under the provision of law for the time being in force.

10. The PURCHASER shall pay and continue to pay service charges to the VENDOR for providing the services as covenanted within New Town. VENDOR will assess and decide the periodical service charge to be paid by the purchaser from time to time.

Contd. --- P/5



Ai

11. 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 its aforesaid construction works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by any local authority in respect of the same works or of anything done under the authority herein contained.

12. The PURCHASER is liable to compensate for any damage caused by him/her to the infrastructure of any kind provided by the VENDOR.

The VENDOR Covenants with the PURCHASER as follows :

I. The PURCHASER observing, performing, fulfilling and discharging respective responsibilities covenanted herein shall peaceably hold and enjoy the demised land without any interruption by and from the VENDOR or its agents and representatives whosoever.

II. The PURCHASER shall be provided with all facilities in regard to sewer connections, water supply, roads and other amenities as may be available to similar purchasers in respect of similar other plots of lands of Newtown, Kolkata. Facilities of services such as roads, sewer, drain lines and waterline will be made available at the peripheral roads (where such lines have been taken as per planning abounding the demised land) from which connection will be taken by the PURCHASER at its own cost.

Schedule

ALL THAT piece and parcel of land measuring about 485.73'66 Gattahs/Sq. Metre be the same or little more or less being Premises No.(Erstwhile plot No. III E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat Dist : North 24 prgs. presently in the Panchayat area.



Contd. --- P/6

Butted and bounded as follows :

ON THE NORTH : Plot No. 111 E/4

ON THE SOUTH : Plot No. 111E/5 and Park/Play Ground

ON THE EAST : Peripheral Canal

ON THE WEST : 15 M. WIDE GREEN VERGE and 48 M. WIDE ROAD thereafter.

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

.....
Signed Sealed And Delivered By


A. K. DUTTA ROY
ADDL. GENL. MANAGER (MKTG.)
W.B. HOUSING INFRASTRUCTURE
DEV. CORPN. LTD.



.....
FOR AND ON BEHALF OF THE

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION
LTD. (VENDOR)

ALEX LIEW YEE CHOONG
Project Director
Magus Bengal Developers Pvt. Ltd.


..... Alex Liew Yee Choong
SIGNED BY THE ABOVENAMED PURCHASER
IN THE PRESENCE OF

WITNESSES :

1. 
SANJANA JANA.
BD 474, Salt lake, Kolkata.
2. 
BIPASHA MUKHOPADHYAY 4/31 FERN ROAD, KOLKATA-19.

Drafted by WBHIDCO and approved by Ld L R W B, dated 09.03.2004

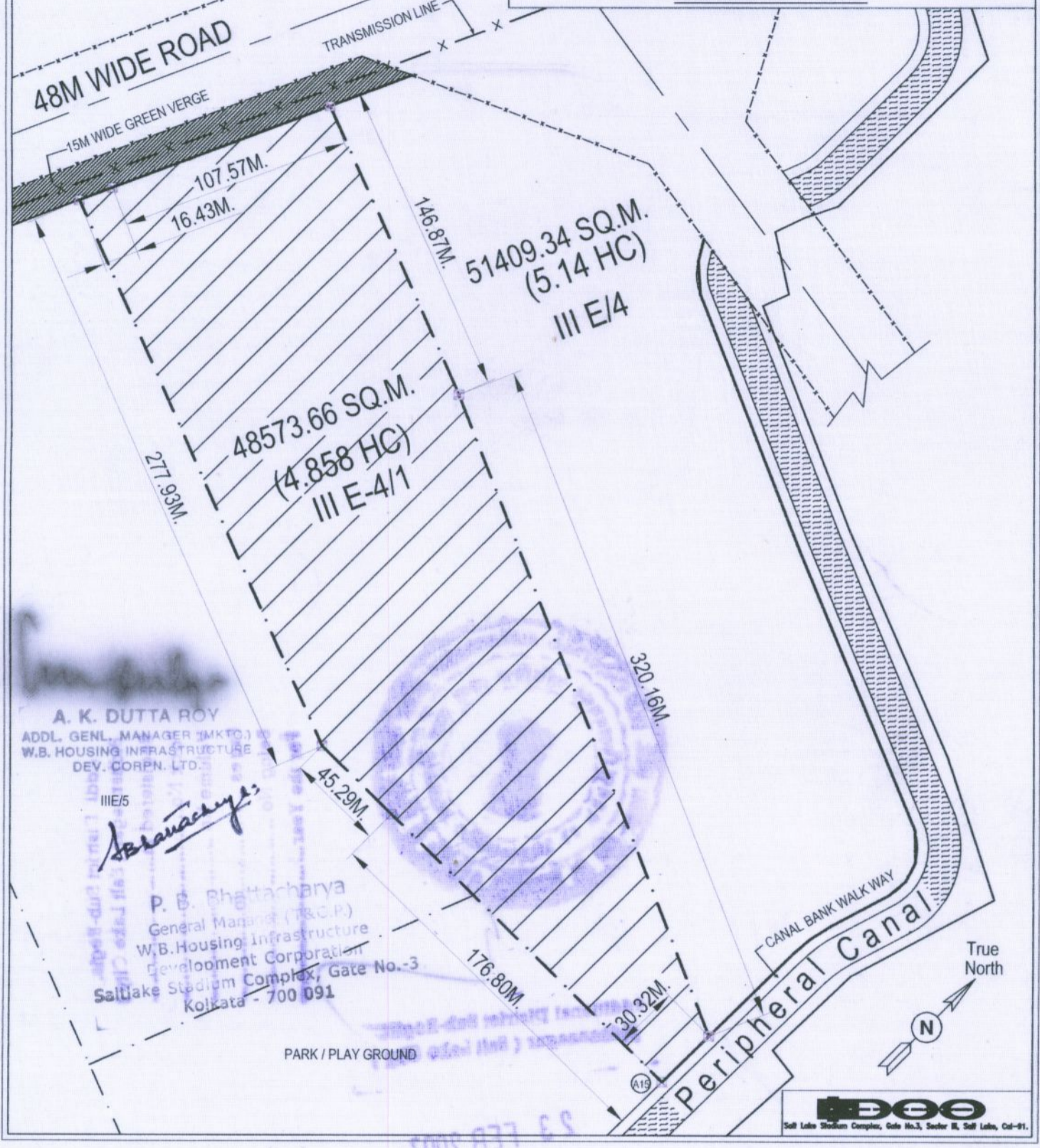


SITE PLAN OF PLOT NO III E -4/1

OF NEW TOWN, KOLKATA

AREA - 48573.66 sq.m. (4.858 HC)

SCALE - 1 : 2500

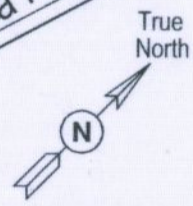


A. K. DUTTA ROY
ADDL. GENL. MANAGER (MKTC.)
W.B. HOUSING INFRASTRUCTURE
DEV. CORPN. LTD.

III E/5
Signature

P. B. Bhattacharya
General Manager (T&P)
W.B. Housing Infrastructure
Development Corporation
Saltlake Stadium Complex, Gate No.-3
Kolkata - 700 091












PARK / PLAY GROUND



SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908

N.B. - LH BOX-SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

	LH.					
	RH.					

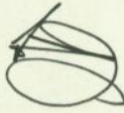
ATTESTED :- *ALEX LIEW YEE CHOONG* 

PHOTO	LH.					
	RH.					

ATTESTED :-

PHOTO	LH.					
	RH.					

ATTESTED :-

UNDER SEAL AND OF THE I.R. ACT 1925
ALL DOCUMENTS TO BE KEPT IN THIS BOOK
SHOULD BE KEPT IN SMALL PRINTS



Additional District Sub-Registrar
Bicharnagar (Salt Lake City)

23 FEB 2007

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Additional District Sub-Regis.
Bicharnagar (Salt Lake City)
Registered in.....
Book No.....
Volume No.....
Pages.....
Being No.....
For the Year.....

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Book No.....
Volume No.....
Pages.....
Being No.....
For the Year.....



Additional District Sub-Registrar
Bicharnagar (Salt Lake City)
23 FEB 2007

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