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पश्चिम बंगाल WEST BENGAL

M 005976

Certify that this document is admitted to registration. The signature sheets and the endorsement sheets attached with this documents are the part of this document.

Addl. District Sub-Registrar
Bichannagar, (Salt Lake City)

6 JUN 2012

THIS INDENTURE OF SALE made on this ^{6th} day of June 2012 BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT 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 vide order No. 1490-HI/HGN/NTP/1M-1/98 dated 14th September 1999, in respect of the Planning Area declared 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

[Signature]

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[Signature]

Managing Director or Joint Managing Director/ General Manager (Administration),/ General Manager (Marketing),/ Addl. General Manager (Admn),/ Addl. General Manager(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 M/S ANIK INDUSTRIES LTD**, a company registered under Companies Act, 1956 (Act - I of 1956) and having its registered office at 610, Tulsiani Chambers, Nariman Point, Mumbai- 400 021 and also having its office at 2G, Neelamber Building, 28B, Shakespeare Sarani, Kolkata- 700 017 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**.

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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 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 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** was selected by the **VENDOR** as the highest bidder through an EOI invited by the **VENDOR** for purchase of a piece and parcel of land in the New Town, Kolkata so as to enable the **PURCHASER** to erect a building thereon for setting up a 3 star hotel ~~in~~ 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/s** and in consideration of a sum of Rs. 30,98,02,000/- (Rupees Thirty Crores Ninety Eight Lacs & Two Thousand Only) paid by the

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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 fact that the PURCHASER have taken inspection of such land and has satisfied itself as to the conditions and description of the pot 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:

- I. The PURCHASER shall preserve the boundary pillars provided in the demised land.
- II. The PURCHASER shall use the said demised land 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 plans, specifications, elevations, designs and sections sanctioned by the VENDOR and with such conditions as the VENDOR may decide and not to use the said demised land for any purpose other than setting up a 3 Star Hotel under the principal use 'Assembly'.
- III. The PURCHASER shall not make any excavation in the land nor remove any earth/ subsoil there from 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 no 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.
- 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 any 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.

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- 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 in force.
- IX. The PURCHASER shall pay and continue to pay service charges to the VENDOR or any 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:-

1. 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 the said land to the PURCHASER by executing this indenture.
2. 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 whatsoever.
3. 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 road, sewer drainlines 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.
4. 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.

A. N. Banerjee

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A. N.

SCHEDULE

ALL THAT piece and parcel of land measuring about **15459.55 Sq. Meters (3.82 acres)** be same or little more or less being Premises No. 30-1111 in Street No. 1111 (Erstwhile plot no. BG-9) in Block No. 1B situated in the New Town, Police Station New Town, District North 24 Parganas presently in the Panchayat area falling in Mouza-Thakdari, J L No. 19 under Mahisbathan – II G.P.

Butted and bounded as follows:

ON THE NORTH :Premises Nos. 01-0124 and 32-1111(MAR)
ON THE SOUTH :Major Arterial Road-(59.0M. R.O.W),Street No. 1111
ON THE WEST :Street No. 0124 (36.50 M-Wide Road)
ON THE EAST :Premises No. 32 -1111 (MAR)

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 INFRASTRUCTURE
 DEVELOPMENT CORPORATION LTD**

W. B. Hidco
**General Manager (Marketing)
 W.B. HIDCO LIMITED**

VENDOR

In presence of Witnesses:

1. *Shyamnanda Banerjee*
 Asst. Administrative Officer
 WB HIDCO LTD.
2. *Murari Mohan Maity*
 Asst. Administrative Officer
 WB HIDCO LTD.

For Anik Industries Ltd.

Uditan Ch. Jha

Authorised Signatory

SIGNED BY THE ABOVE NAMED

PURCHASER

In presence of Witnesses:

1. *Jay Prakash Sigh*
 28B, Shakespeare Sarani, 24 Neelambar
 Building, Kolkata - 17.
2. *Anisha Khundewal*
 28B, Shakespeare Sarani
 24, Neelambar Building,
 Kolkata - 700017

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

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Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 06964 of 2012
(Serial No. 07593 of 2012)

On

Payment of Fees:

On 06/06/2012

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, 4 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 Cash

Rs. 0.00/-, on 06/06/2012

Amount by Draft

Rs. 3407825/- is paid , by the draft number 367776, Draft Date 01/06/2012, Bank Name State Bank of India, Amana Dewas, received on 06/06/2012

(Under Article : A(1) = 3407811/- ,E = 14/- on 06/06/2012)

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.-83,42,87,997/-Remission on the difference of Market Value and set Forth Value is applicable, SD and Fee calculated on 30,98,02,000/-

Certified that the required stamp duty of this document is Rs.- 18588140 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 18588150/- is paid, by the draft number 367783, Draft Date 04/06/2012, Bank Name State Bank of India, Amana Dewas, received on 06/06/2012

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

Presented for registration at 09.45 hrs on :06/06/2012, at the Private residence by Vidhan Ch. Jha ,Claimant.

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

Execution is admitted on 06/06/2012 by

1. Vidhan Ch. Jha
Authorised Signatory, Anik Ind. Ltd., 2 G, Neelamber Building 28 B, Shakespeare Sarani, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, ,
, By Profession : Others

Identified By Jay Prakash Singh, son of . . . High Court Calcutta P.O. :- ,District, Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

ADDL. DISTRICT SUB-REGISTRAR
Bidhanagar, (San Lake City)

6 JUN 2012

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

06/06/2012 13:48:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. BIDHAN NAGAR
District:-North 24-Parganas

Endorsement For Deed Number : I - 06964 of 2012
(Serial No. 07593 of 2012)


Admission Execution(for exempted person)

1. Execution by Dilip Kr. Bakshi

who is exempted from his personal appearance in this office under section 88 of Registration Act XVI of 1908, is proved by his seal and signature.

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR



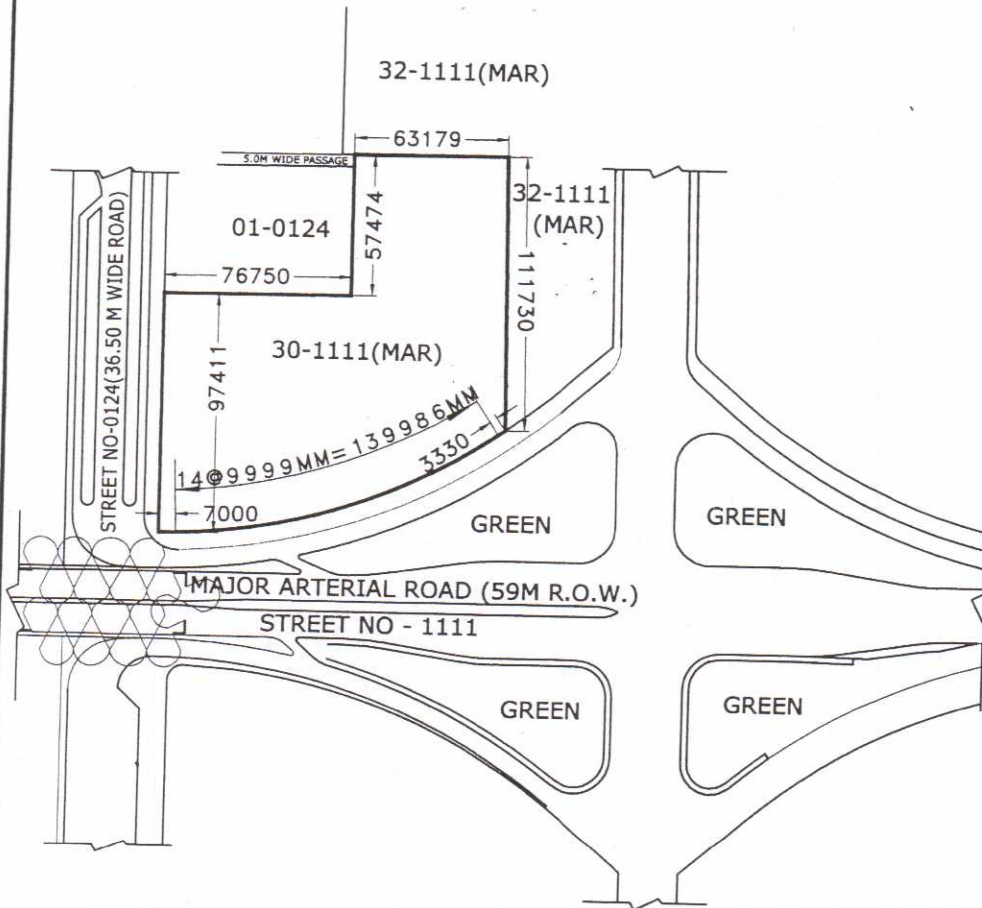

ADD. DISTRICT REGISTRAR
NORTH 24 PARGANAS (S&T) DISTRICT OFFICE

(Debasish Dhar)
ADDITIONAL DISTRICT SUB-REGISTRAR

SITE PLAN OF PREMISES NO. 30-III, PLOT NO. BG-9
 OF NEW TOWN, KOLKATA. *Ansari*
 MOUZA - THAKDARI, J.L. NO.19, MAHISBATHAN - II G.P.
 UNDER NEW TOWN POLICE STATION

SCALE - 1:2500

Area = 15459.55 Sq.M. (3.82 AC.)



General Manager (Marketing)
 W.B. HIDCO LIMITED

ALL DIMENSIONS ARE IN MM.

Abhishek Chakraborty
 General Manager (T & CP)

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














Salt Lake Shikhar Complex, Gate No.3, Sector III, Salt Lake, Cal-91.
 PREPARED BY : AMITA

AGM (MARKETING)
 W. B. HOUSING INFRASTRUCTURE
 DEV CORPN LTD
 For Anik Industries Ltd
Chakraborty Ch. Jha

Authorised Signatory

SPECIMEN FORM FOR TEN FINGERPRINTS

					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
					
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				
PHOTO					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 5422 to 5432
being No 06964 for the year 2012.



(Debasish Dhar) 06-June-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BIDHAN NAGAR
West Bengal

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