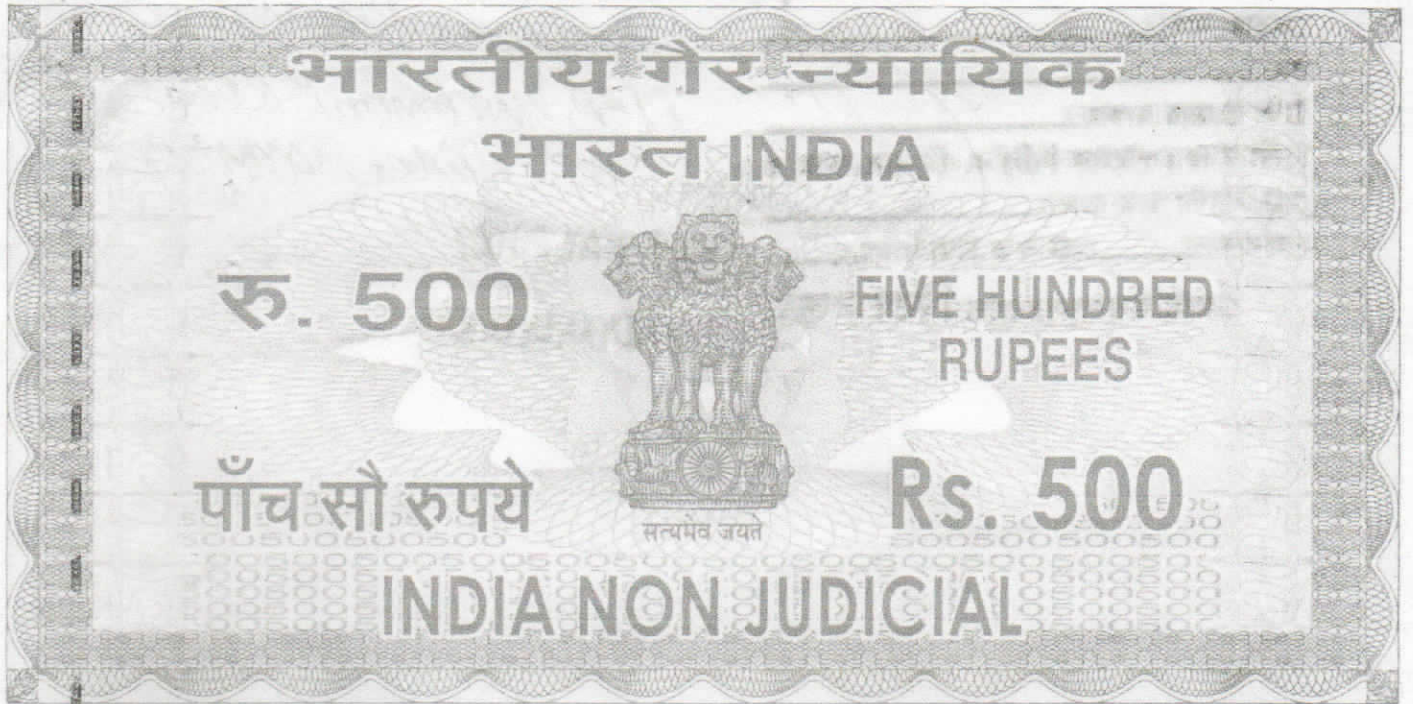


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

B 247863

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

Addl District Sub-Registrar
Bidhannagar, (Salt Lake City)

19 OCT 2012

THIS INDENTURE OF SALE made on this 13th day of October, 2012 BETWEEN **WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**, a Govt. Company incorporated under the Companies Act, 1956 (Act 1 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

Signature

Bnsen

Contd.....P/2.

J. N. TOWER

Namya Pal.
Partner

J. N. TOWER

Jagdish Ghosh
Partner

27th August, 1999, hereinafter referred to as the "**WBHIDCO LTD.**", having its registered Office at HIDCO BHABAN, 35-1111, M.A.R., 3rd Rotary, New Town, Kolkata - 700156, **represented by the Managing Director or Joint Managing Director / General Manager (Administration)/ Additional General Manager (Administration)/ General Manager (Marketing) / Additional 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 successor-in-interest and assigns) of the **ONE PART**

A N D

SMT. BANDANA MUKHERJEE, wife of Debanjan Mukherjee, residing at Mukherjee Brothers, 1-B, Nilmoni Row, Tala, Kolkata - 700 002, P.S. Tala, hereinafter referred to as the "**PURCHASER**" (which expression shall where the context so admits include her heirs, executors, administrators, representatives, assignees) of the **OTHER PART**.

WHEREAS, although the **VENDOR** Corporation 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.

Ansari *Bansari*

Contd....P/3.

J. N. TOWER
Narayan K.
Partner

J. N. TOWER
Jagdish Ghosh
Partner

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** applied to the **VENDOR** for purchase of a piece and parcel of land being acquired portion thereof to erect a building thereon for residential purposes 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

[Signature]

[Signature]

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J. N. TOWER

J. N. TOWER

Jagdish Ghosh.

Narayan Pal.

Partner

Partner

mentioned in the Schedule hereunder written is required by the **PURCHASER** and in consideration of a sum of **Rs. 8,25,260/=** (**Rupees eight lakh twenty five thousand two hundred sixty**) only less discount @7% of the land price for down payment, 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 fact that the **PURCHASER** has taken inspection of such land and has satisfied herself as to the conditions and description of such land and also as to the amenities and facilities appertaining to such land as to the nature, scope and extent of benefit or 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.

The **PURCHASER** hereby covenant 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 building 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 as 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 residential one.

[Signature] *[Signature]*

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J. N. TOWER

J. N. TOWER

Jagdish Ghosh

Narayan Pal

Partner

Partner

- 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 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.
- 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/re-construct 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 in force.

Prasenjit *Prasen*

Contd.....P/6.

J. N. TOWER
Prasenjit Ghosh
Partner

J. N. TOWER
Prasenjit Ghosh
Partner

- 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 charges 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 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 peaceably hold and enjoy the said demised land forever without any interruption by and from the **VENDOR** or any of its agents or representatives whosoever.

Arjan

Bhasker

Contd....P/7.

J. N. TOWER

Jagdish Ghosh

Partner

J. N. TOWER

Namjin M.

Partner

3. The **PURCHASER** shall be provided with all facilities in regard to sewer connection, water supply, roads and other amenities as may be available to similar Purchasers in respect of similar other plots of lands of New Town, Kolkata. Facilities of services such as roads, sewer, drain lines and water lines 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 her 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.

SCHEDULE

ALL THAT piece and parcel of land measuring about **300.12 sq. metres**, be the same or little more or less, being **Premises No. 13 - 093** in Street No. 93 [12 M Wide] (Erstwhile **Plot No. 3** in Block No. **AB**), Category - HIGI - II, situated in the New Town, **Police Station - New Town**, District - North 24 - Parganas, presently in the Panchayat Area in **MOUZA - Ghuni**, J.L. No. 23, under **Jyangra - Hatiara - II G.P.**

Butted and bounded as follows:-

ON THE NORTH : Street No. 93 (12 M Wide),
ON THE SOUTH : Premises No. 14 - 091,
ON THE WEST : Premises No. 11 - 093,
ON THE EAST : Premises No. 15 - 093,

[Signature]

[Signature]

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J. N. TOWER
Jagdish Ghosh
Partner

J. N. TOWER
Nandan Lal
Partner

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

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

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

(VENDOR)

In presence of the Witnesses :

1. *Bijoy Kumar Sen*
Asstt. Administrative Officer (Marketing)
W.B. HIDCO LIMITED

2. *Kazi Abdul Hakim*
Asstt. Administrative Officer (Marketing)
W.B. HIDCO LIMITED

Bandana Mukherjee

SIGNED, SEALED AND DELIVERED BY THE ABOVENAMED **PURCHASER.**

In the presence of the Witnesses:

1. *Abul Kalam* (DEBANJAN MUKHERJEE)
1-B, NIRMONI MITRA ROW
TALA, KOL-700002

2. *Sushil Choudhury*
VILL & P.O. Aranghata
Dist. Nadia

J. N. TOWER

Jagedish Ghosh
Partner

J. N. TOWER

Narayan Pal
Partner

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 19
Page from 1135 to 1149
being No 13420 for the year 2012.



J. N. TOWER

Namya Pal.
Partner

J. N. TOWER

Jagadish Ghosh
Partner

(Debasish Dhar) 31-October-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BIDHAN NAGAR
West Bengal