

06463

5-04606

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

2, 17, 80, 01B 040853

1-1101A-758321 9,00,000/- एन.एन.एम. नम्बर
S. 50
S. 910,000/-
S. 406920/-
1306970/-
2,17,80,000/-
Sale price
A 23+4
B 2,39,569/-
7P
2,39,576/-

Admissible under rule 21 and am
s/s 5 (1) of the W. B. L. R.
Act, 1955 duty Stamped Exempt
from does not require Stamp duty
under the Indian Stamp Act
1989. Schedule No. 23+4
Fees Paid 239 569/-
239 576/-

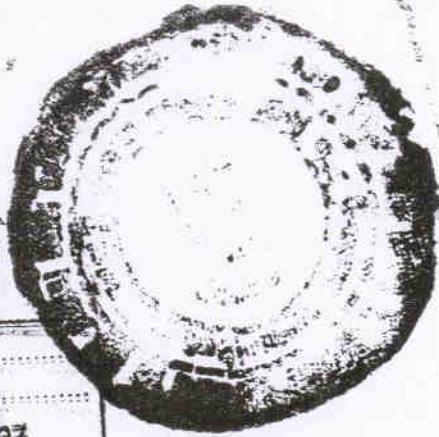
add. District Sub-Reg.
Muzungar. (Salt Lake)
6/8/07

THIS INDENTURE OF SALE made on this 5th day of August
2007 BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD., a company incorporated under the Companies
Act, 1956 (Act 1 of 1956) and the Planning Authority as

[Handwritten signature]

WHO IS CAPTURED FROM ...
APPEARANCE IN THIS OFFICE
U/S 88 of Act XVI of 1908
IN PRESENCE OF HIS SEAL AND
SIGNATURE

19650



Sold to.....
Address.....
17 MAY 2007
Value.....
L.S.V.
High Court

11/26

Presented for registration at... A.M.P. ...
of the ... day of ... 2007
of the ... (Salt Lake City)
... Sub-Registry Officer
Biswajit Mukherjee
... Excitant/Claimant

S. JALAN & CO.
Advocate
10, Old Post Office St,
Kolkata-1

... District Sub-Reg.
... (Salt Lake ...)

Biswajit 6 AUG 2007

Biswajit Mukherjee
...
of ...
P.S. ...
Dist. 24 ...
Hindu ...
Kolkata, ...
KOL-19 ...

12 904



SPECIALITY RESTAURANTS PVT. LTD.
Biswajit Mukherjee
Authorized Signatory

Samir Chatterjee
...
of ...
P.S. ...
Dist. 24 ...
Hindu ...
Kolkata, ...
KOL-19 ...

Samir Chatterjee
Sp. for P. & Chatterjee
10, Old Post Office St
Kolkata - 700001
6 AUG 2007

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 Salt Lake Stadium Complex, Gate No.3, Sector-III, Salt Lake, Kolkata - 700 091, represented by the Managing Director of the said State Govt. Company hereinafter referred to as '**the Vendor**' (which expression shall include its executors, administrators and successor/s-in-office, assigns) of the ONE PART AND SPECIALITY RESTAURANTS (P) LTD. a company having its registered office at "Uniworth House", 3A Gurusaday Road, Kolkata-700 019 hereinafter referred to as '**the Purchaser**' (which expression shall include its successor/s-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 '**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, Co-operative Housing Societies, Corporate

[Handwritten Signature]

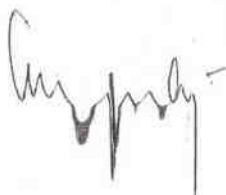
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Bodies as well as Statutory Authorities as the case may be in order to develop New Town as a major hub for residential, industrial, institutional and cultural purposes etc.;

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 setting up a Flood Plaza Complex at the Sub-CBD 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. 2,17,80,000/- (Rupees Two Crores Seventeen Lacs Eighty Thousand) 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 have 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 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 said Land hereby granted, transferred and



Contd. - P/4

conveyed, expressed or otherwise assured or intended to the use of the said Purchaser absolutely and forever;

THE PURCHASER HEREBY COVENANTS WITH THE VENDOR as follows:-

- 1) The purchaser shall preserve the Boundary Pillars provided in the said Demised Land;
- 2) The purchaser shall use the said Demised Land exclusively for the purpose of constructing buildings for setting up a Food Plaza Complex at the Sub-CBD at the cost of the Purchaser in conformity with the Planning Area (Building Operations) 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 to use the said Demised Land for any other purpose;
- 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 said land nor remove any earth/ subsoil there from in

Amulya
-
Contd. - P/5

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, 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 authorized 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 and other impositions, charges, and enhancement, if any, of land value on the date of

As
Amulya
Contd. - P/6

purchase in respect of the said 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 of 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;
- 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:-



- 1) 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;

- 2) 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 New Town, 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;

THE SCHEDULE

(~~The Demised Land~~)

ALL THAT piece and parcel of land measuring about 1 Acre = 4047 Sq.Mtrs be the same on little more or less being Premises No.15-MAR (Erstwhile Plot No.22/1, in Block No.CF) in street No.178 situated in New Town, P.S. Rajarhat, Dist. North 24- Parganas presently in the Panchayat area and butted and bounded as follows:-

ON THE NORTH : By 59 Mtr. Wide major Arteral Road.
 ON THE SOUTH : By Premises No.01-178;

Am...
 Contd. - P/8

ON THE EAST : By Street no.178 being 33.5 Mtr.
Wide;

ON THE WEST : By Canal Bank Walk way and
thereafter Link Canal;

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

SIGNED SEALED AND DELIVERY BY :-

[Signature]

Amulya
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)

SPECIALITY RESTAURANTS PVT. LTD.

Biswajit Mukherjee
Authorised Signatory

(BISWAJIT MUKHERJEE)

Signed by the above named
Purchaser

IN THE PRESENCE OF (Witnesses) :-

1. *Mansababhai, Adv. (NARESH BALODIA), 40 S. Telen Ave., 10 Old Post Bldg Lt., Kdt-1*
2. *Beichas Das C-1716, Kalindi Housing Estate, Calcutta-89*

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

09.03.2004.

[Signature]

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.2,17,80,000/-** (Rupees Two Crore Seventeen Lacs Eighty Thousand) only towards the full consideration for sale of the Demised Land in the manner as detailed below:-

MEMO OF CONSIDERATION

1. By Demand Draft being No.018261 dated 03.08.2006 drawn by State Bank of India, Service Branch, Calcutta in favour of WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

...Rs.1,63,35,000.00

2. By 6 nos. of Demand Draft being numbered as 863029-863034 all dated 05.07.2006 all drawn by State Bank of India, Service Branch, Calcutta in favour of WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

...Rs. 54,45,000.00

TOTAL

... Rs.2,17,80,000.00

(Rupees One Crore Seventeen Lac Eighty Thousand) Only.

Witness:-

Vendors

SITE PLAN OF PLOT NO-CF-22/1

(PREMISES NO-15- MAR)
OF NEW TOWN, KOKATA

AREA - 4047 SQ.M. = 1 AC

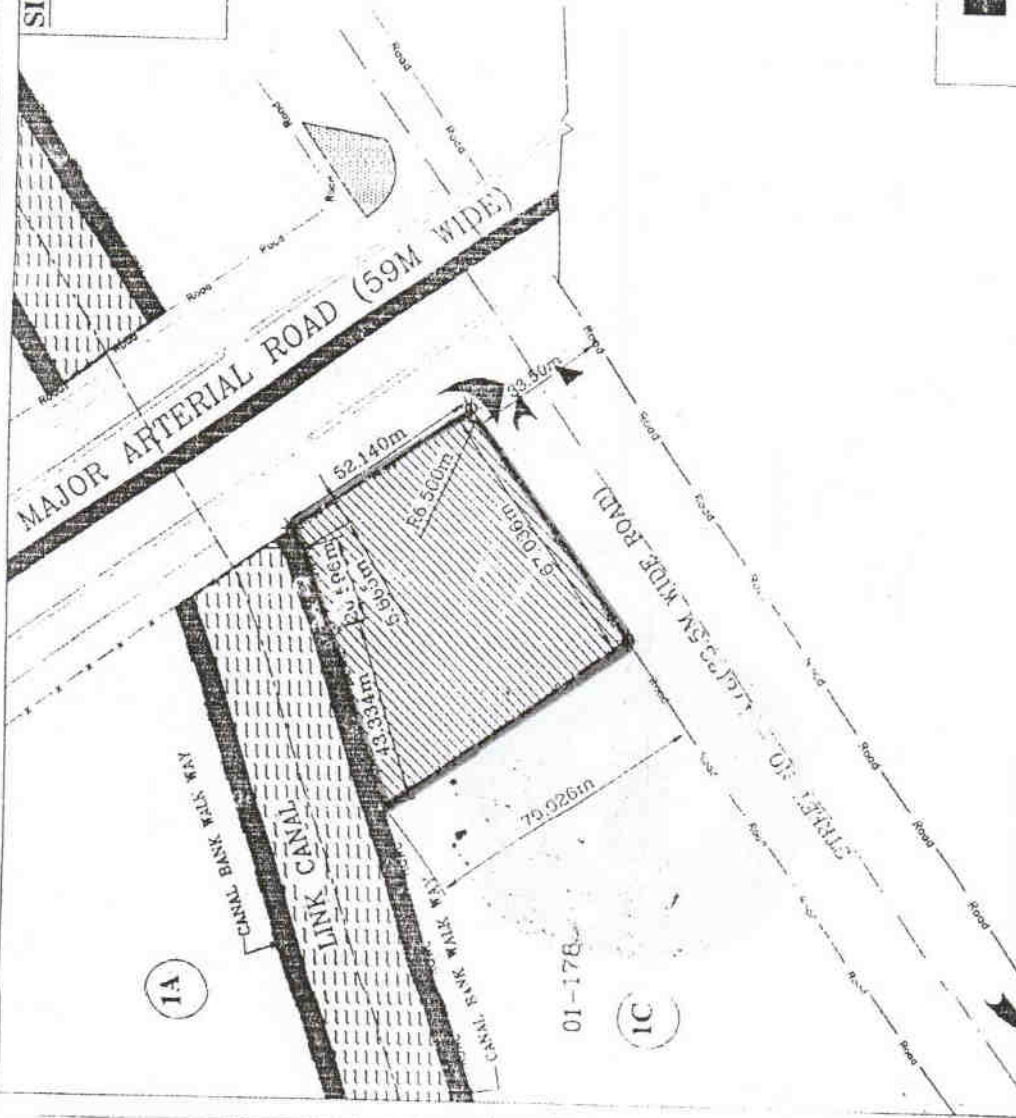
SCALE - 1 : 1000



(TRUE)
NORTH








REGISTERED NO. 113/10



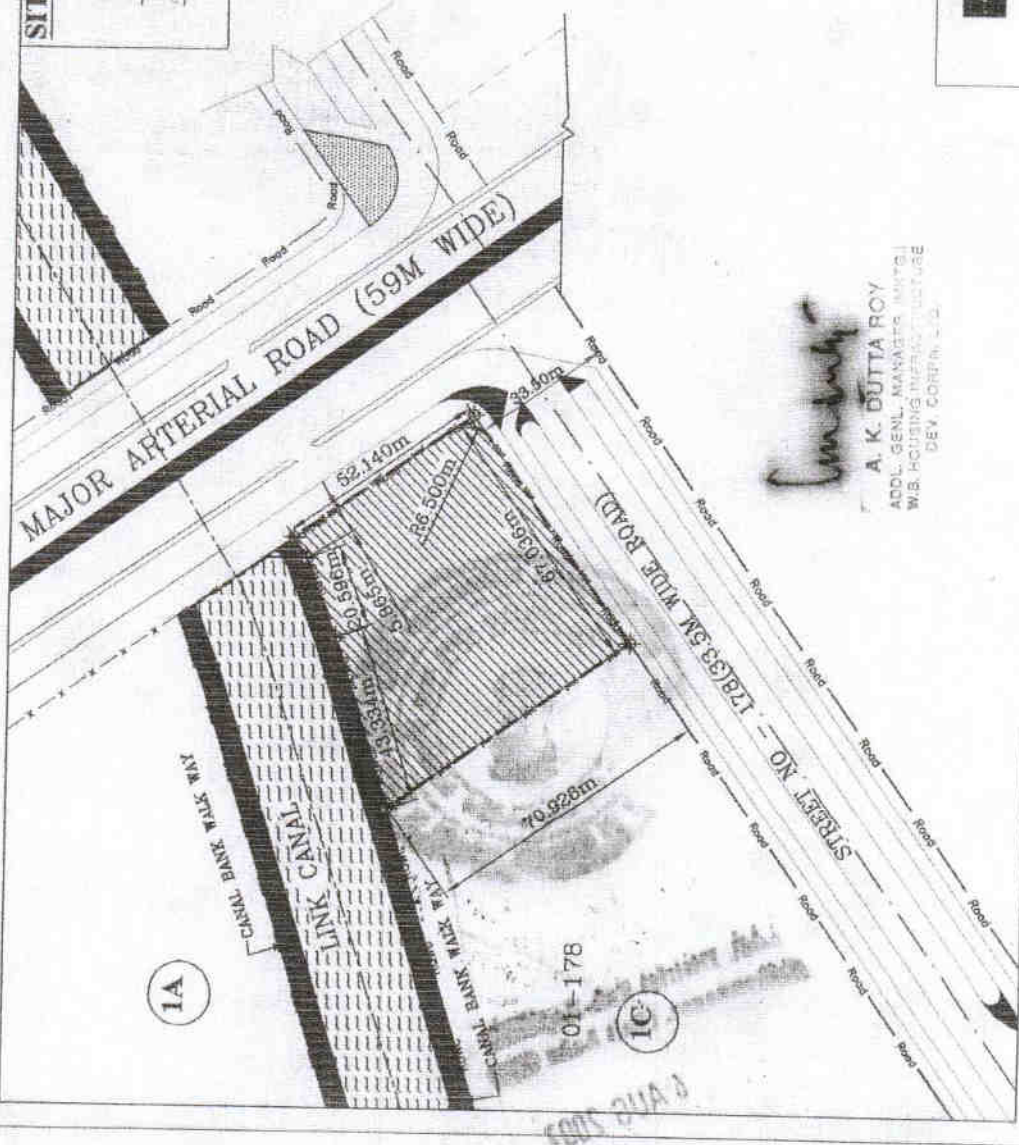
FORM FOR PHOTOGRAPHS & FINGER PRINTS

	<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>
LEFT HAND					
	<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>
RIGHT HAND					

					
	<u>Little</u>	<u>Ring</u>	<u>Middle</u>	<u>Fore</u>	<u>Thumb</u>
	LEFT HAND				
					
	<u>Thumb</u>	<u>Fore</u>	<u>Middle</u>	<u>Ring</u>	<u>Little</u>
	RIGHT HAND				

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SITE PLAN OF PLOT NO-CF-22/1
(PREMISES NO-15- MAR)
OF NEW TOWN, KOKATA
 AREA-40.47 SQ.M. = 1 AC.
 SCALE - 1 : 1500



A.K. DUTTA ROY
 PROJECT MANAGER (T & C)

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

1A

01-178

1C

01-178

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 13658 to 13671
being No 04606 for the year 2007.



(MD. Nurul Amin Khan) 21-August-2007
Additional District Sub Registrar
Office of the A. D. S. R. BIDHAN NAGAR
West Bengal

***This sheet of endorsement u/s 60
attached with the document is
the part of the document***

=====

DATED THIS 5th DAY OF August 2007

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BETWEEN

WEST BENGAL HOUSING INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.

... the Vendor

AND

SPECIALITY RESTAURANTS (P) LTD.

... the Purchaser

INDENTURE OF SALE

M/s. S. JALAN & CO.
Advocates,

10, Old Post Office Street,
Kolkata - 700 001.