

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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THIS INDENTURE OF SALE made on this 19 th day of SEPTEMBER 2011 BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. a Govt. Company incorporated under the Companies Act, 1956 (Act I of 1956) and the Planning Authority, as appointed by the State

40/80

The Peerless General Finance & Investment Co. Ltd.

Head Office 'Peerless Bhaven' NAME. Kolkata-700 069

2 7 JUN 2011 SURANJAN MUKHERJEE

Licensed Stamp Vender

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

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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: 1 - 10929 of 2011

(Serial No. 11674 of 2011)

On

### Payment of Fees:

On 19/09/2011

## 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/-, on 19/09/2011

Amount by Draft

Rs 2195097/- is paid, by the draft number 887996, Draft Date 19/09/2011, Bank Name State Bank of India, BELGACHIA MILK COLONY, received on 19/09/2011

(Under Article: A(1) = 2195083/-, E = 14/- on 19/09/2011)

## 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.-199553200/-

Certified that the required stamp duty of this document is Rs.- 11973212 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

## Deficit stamp duty

Deficit stamp duty Rs. 11968250/- is paid, by the draft number 887997, Draft Date 19/09/2011, Bank Name State Bank of India, BELCIACHIA MILK COLONY, received on 19/09/2011

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

Presented for registration at 12.00 hrs on 19/09/2011, at the Office of the A. D. S. R. BIDHAN NAGAR by Briargab Lahiri, one of the Claimants.

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

Execution is admitted on 19/09/2011 by

Director ( Operations ), The Preeless Seperal Property ( Operations 1. Bhargab Lahiri Thana:-Hare St, District:-Kokata, WESTON GALLINGA, P.O. Pin:-700069

, By Profession : Others

Paditional Districts

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

( Debasish Dhar ) ADDITIONAL DISTRICT SUB-REGISTRAR

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. 11674 / 2011, Deed No. (Book - I , 10929/2011)

. Signature of the Presentant

| Name of the Presentant | Photo      | Finger Print      | Signature with date                             |
|------------------------|------------|-------------------|---|
| Bhargab Lahiri         | 19/09/2011 | LTI<br>19/09/2011 | (Bhargab<br>(Bhargab<br>(Bhargab)<br>19-09-2011 |

II . Signature of the person(s) admitting the Execution at Office.

| SI No. | Admission of Execution By  | Status | Photo      | Finger Print | Signature          |
|--------|--|--------|------------|--------------|--------------------|
| 1      | Bhargab Lahiri<br>Address -3, Esplanade East,,<br>Thana:-Hare St,<br>District -Kolkata, WEST<br>BENGAL, India, P.O. :- Pin<br>:-700069 | Self   |            | LTI          | Bhazab Lelin       |
| 2      | Asis Kusum Chatterjee Address 3, Esplanade East,, Thana -Hare St, District Kolkata, WEST BENGAL, India, P.O.:- Pin :-700069            | Self   | 19/09/2011 | 19/09/2011   | sis kusum Chatteri |
|        |  |        | 19/09/2011 | 19/09/2011   |                    |

Name of Identifier of above Person(s)

Haraprosad Sinha Roy High Court, District:-Kolkata, WEST BENGAL, India, P.O.:- Signature of Identifier with Date

Harepresad Sinhanog



(Debasish Dhar)

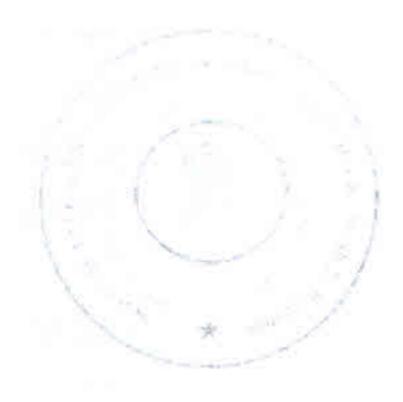
ADDITIONAL DISTRICT SUB-REGISTRAR

1 9 SEP 2011 Dilice of the A. D. S. R. BIDHAN NAGAR

19/09/2011

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 18 Page from 1637E to 16389 Telligible 12828 for the Veur 2011



ALTERIORAL MATRICT SUB-REGISTRAP Office of the A. D. S. R. BILIHAM MAGAR Government vide order No. 1490-HI/HGN/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999, in respect of the Planning Area declared as such under Notification No.1423/HI/HGN/NTP/1M-1/98 dated 27<sup>th</sup> 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 – 700 098 represented by the Managing Director or Joint Managing Director/General Manager (Administration)/Addl. General Manager (administration /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 successors-in-interest and assigns) of the ONE PART.

#### AND

THE PEERLESS GENERAL FINANCE AND INVESTMENT COMPANY LIMITED.

PAN No. AABCT3043L, an existing company under the provisions of Companies

Act, 1956 having its Registered Office at "Peerless Bhawan", 3, Esplanade East,

Police Station - Hare Street, Kolkata – 700 069 and represented by its Vice President

(Compliances & Legal) Mr. Bhargab Lahiri, Director (Operations) son of Late

Arunendra Nath Lahiri, by faith Hindu, by occupation Service Working for gain at 3,

Esplanade East, Kolkata–700 069 by virtue of the Memorandum and Article of

Association of the Company, hereinafter referred to as the PURCHASERS (which

administrators, representatives, 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 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

expression shall where the context so admits include their heirs, executors,

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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 land 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 Purchasers applied to the Vendor for purchase of a piece and parcel of land in new town. Kolkata so as to enable the PURCHASER to erect a building thereon for setting up a prestigious "Peerless Tower" as Head Quarter after complying with all formalities for allotment of such land by the VENDOR.

NOW THIS INDENTURE WITNESETH 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.19,95,53,200/(Rupees Nineteen Crores Ninety Five Lakhs Fifty Three Thousand Two Hundred) only paid by the PURCHASERS the receipt whereof the VENDOR doth hereby admit

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and acknowledge, and in consideration of the PURCHASERS 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 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 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 covenants with the VENDOR as follows:-

- The PURCHASERS 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 prestigious "Peerless Tower" as Head Quarter under the Principal Use "Business".
- II. 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



Aii Contd.....P/5 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 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 in force.
- IX. The PURCHASER shall pay and continue to pay service charges to the VENDOR for providing the services as covenanted herein within the New Town. The VENDOR will assess and decide upon hearing the PURCHASER the periodical service charge to be paid by the purchaser from time to time.

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

1 9 SEP 2011

- 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 authorities 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 New Town, 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 own costs.
- 4. The VENDOR further covenants with the PURCHASER to save harmless indemnify and keep indemnified the PURCHASER from or against all encumbrances,

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losses, claims charges and equities whatsoever arising or accruing before execution of these presents.

#### SCHEDULE

ALL THAT piece and parcel of land measuring about 10,777.756 Sq. Metres be same or little more or less being Premises No. 05-0097 in Street No. 0097 (Erstwhile Plot No. 06 in Block –BG) situated in New Town, Police Station- New Town, District North- 24- Parganas in Mouza- Mohisbathan, J.L. No. 18, Erstwhile Bidhanagar Municipality.

#### BUTTED AND BOUNDED AS FOLLOWS:-

ON THE NORTH ;

5 treet No. 0097 (50 m. R.D.W)

ON THE SOUTH

: Street No. 095 (18 m. R.D.W)

ON THE WEST

: Street No. 0124 (33'5 m. R.O.W)

ON THE EAST

: HIDEO LAND.

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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

AGM (MARKETINI)

DEV CORPN . L

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

In presence of Witnesses

1. Asst. Administrative Officer
WB HIDCO LTD.

Asst. Administrative Officer

WB HIDCO LTD.

SIGNED BY THE ABOVE NAMED PURCHASER
In presence of Witnesses

1. Patithoban Ray FLAT NO. 4A, 104/3/4, Satyon Ray Road, Xolkala-200034. 1. Harapresal Sinharoy

25/1A Amath Nath Deb Lane, Kolkata. 700037 For The Peerless General Finance & Investment Co. Ltd.

Director (Operations)

For & on behalf of .
They bear a Gameral Finance & Investment Co. Ltd.

They bear a Gameral Finance & Investment Co. Ltd.

Director

Drafted by WBHIDCO Ltd., & approved by Ld. L.R.W.B. dated 09.03.2004

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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 - 10929 of 2011

(Serial No. 11674 of 2011)

2. Asis Kusum Chatterjee

Director, The Preeless General Finance & Investment Co. Ltd., 3, Esplanade East, Thana:-Hare St, District:-Kolkata, WEST BENGAL, India, P.O.:- Pin:-700069.

, By Profession : Others

Identified By Haraprosad Sinha Roy, son of ... High Court, District:-Kolkata, WEST BENGAL, India, P.O.:-, By Caste: Hindu, By Profession: Advocate.

### Admission Execution(for exempted person)

1. Execution by K Basak

who is exempted from his personal appearence 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



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

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( Debasish Dhar )
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

19/09/2011 13:28:00

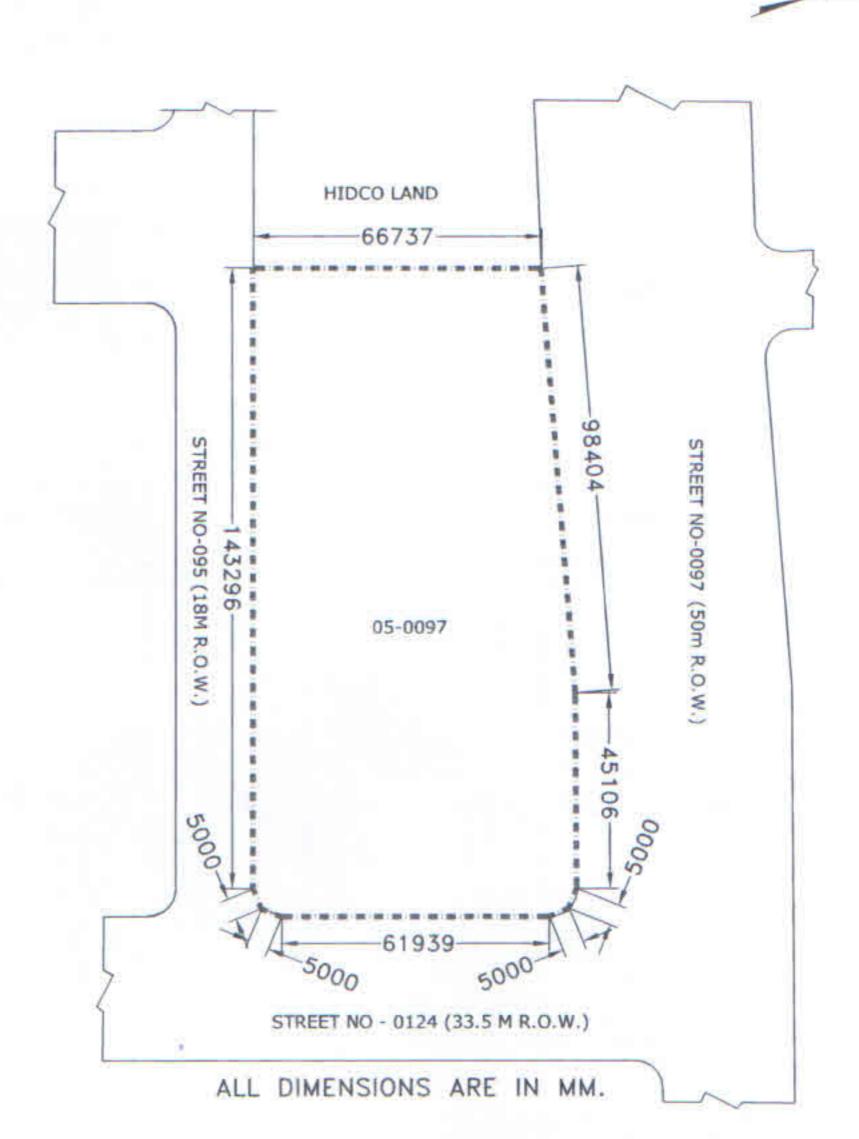
SITE PLAN OF PREMISES NO. 05-0097, PLOT NO.BG-6
OF JYOTI BASU NAGAR, KOLKATA.

MOUZA - MAHISBATHAN, J.L. NO.18, (NORTH OF KRISHANAPUR CANAL)

ERSTWHILE BIDHANNAGAR MUNICIPALITY
UNDER NEW TOWN POLICE STATION

SCALE - 1:1500

AREA = 10777.756 Sq.M.



Seneral Manager (T & CP)



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W. B. HOUSING INFRASTRUCTURE DEV CORPN LTD.

## SPECIMEN FORM FOR TEN FINGERPRINTS

| BHARGA B<br>LAHIRI)       | Little | Ring         | Middle | Fore  | Thumb  |
|---------------------------|--------|--------------|--------|-------|--------|
|                           |        | (Left        | Hand)  |       |        |
|                           |        |              |        |       |        |
|                           | Thumb  | Fore Middle  |        | Ring  | Little |
|                           |        | (Right       | Hand)  | 30000 |        |
|                           |        |              |        |       |        |
| The late in               | Little | Ring         | Middle | Fore  | Thumb  |
|                           |        | (Left        | Hand)  |       |        |
| ASIS KUSOM<br>CHATTER JEE |        |              |        |       | 4.30   |
|                           | Thumb  | Fore         | Middle | Ring  | Little |
|                           |        | (Right       | Hand)  |       |        |
|                           |        |              |        |       | ¥      |
|                           | Little | Ring         | Middle | Fore  | Thumb  |
| РНОТО                     |        | (Left Hand)  |        |       |        |
|                           |        |              |        |       |        |
|                           | Thumb  | Fore         | Middle | Ring  | Little |
|                           |        | (Right Hand) |        |       |        |
|                           |        |              |        |       |        |
|                           | Little | Ring         | Middle | Fore  | Thumb  |
| РНОТО                     |        | (Left Hand)  |        |       |        |
|                           |        |              |        |       |        |
|                           | Thumb  | Fore         | Middle | Ring  | Little |
|                           |        | (Right       | Hand)  |       |        |



Addi. District Sub-Registrar Bidhannagar, (Salt Lake City)

1 9 SEP 2011

