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1-05005



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL No. 17 People 194. D 696314

Visit 5(1) 250 7(2) 250 PS. 33

Addl. District Sub-Registrat Bidhan Nagar (Salt Lake City)

THIS INDENTURE OF SALE made on this 2 nd day of June 2009
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 Government vide order No 1490-HI/HGN/NTP/1M-1/98dated 14th September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/HI/

1 22/5/2009

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ভাগে ভেডার স্বাক্তর
বিধান নগর (সন্টলেক সিটি) এ. ডি. এস. আর. ও
নাট স্টাম্প ক্রর তাং
চালান নং
তালী বারাকপুর ভেডার মিতা দত্ত

(SANTANU CHARLOSORTY)



DUNGING

Nutherised Signatory

(SANTANU CHAKKOBERTY)

Identified by:

Ly Jinhallis

Advocate,
High Court, Calculla.



Addl. Dystrict Sub-Registraty
Bidhary Nagar (Salt Lake City)

0 2 JUN 2003

HGN/NTP/1M-1/98dated 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-700098, represented by the General Manager (Administration ) / Additional General Manager (Administration ) / Additional General Manager (Marketing) of the said State Govt. Company who is so authorized 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 assigns) of the **ONE PART AND DLF LIMITED** a company incorporated under the Companies Act 1956 and having its registered office at Shopping Mall , 3<sup>rd</sup> Floor, Arjun Marg, Phase-1, DLF City, Gurgaon-122 002 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) near the city of 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, Kolkata so as to enable the PURCHASER to erect buildings thereon having IT/ITES as principal use 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 the sum of Rs.11,73,94,200/- (Rupees eleven crores seventy three lacs ninety four thousand two hundred ) only , being the land price of 5.39 Acres of land (plot II F/5) out of 25 acres of land allotted in one parcel and the Deed of Conveyance for the portion of land measuring 19.61 Acres has since been executed and registered along with 6.29 acres of land subsequently allotted to the said PURCHASER in a separate offer of allotment in the office of ADSR, Bidhannagar, Salt lake on 6th March;2008 being Deed No. I-3156/08 involving Plot NO. II F/1, paid by the PURCHASER the receipt whereof the VENDOR doth hereby admit and acknowledge and in consideration of the fact that the PURCHASER has taken inspection of such land and has satisfied itself as to the condition 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 other wise assured or intended to the use of the said PURCHASER absolutely and forever.

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The PURCHASER 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 constructing buildings having IT/ITES as principal use at the cost of the PURCHASER in conformity with the Building Rules & Regulations as applicable in New Town, Kolkata and the 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 IT/ITES as its principal use.
- 3. THE PURCAHSER 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, regard shall be had so that the surrounding plots and common areas possessed by the VENDOR are not disturbed in any way.
- 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.

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- 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 & 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 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 within New Town. VENDOR will assess and decide the periodical service charge to be paid by the purchaser from time to time.

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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 to the infrastructure of any kind provided by the VENDOR.

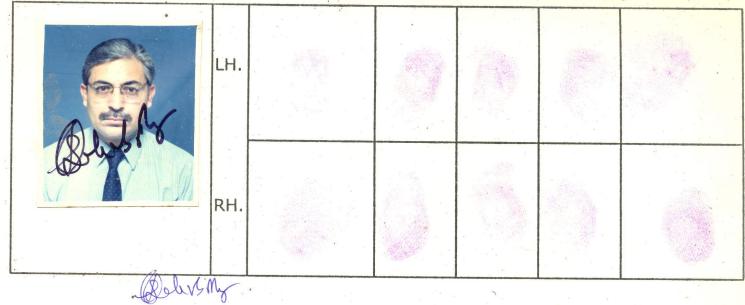
The VENDOR Covenants with the PURCHASER as follows: -

- a. 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.
- b. 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 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 premises) from which connection will be taken by the PURCHASER at its own cost.

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



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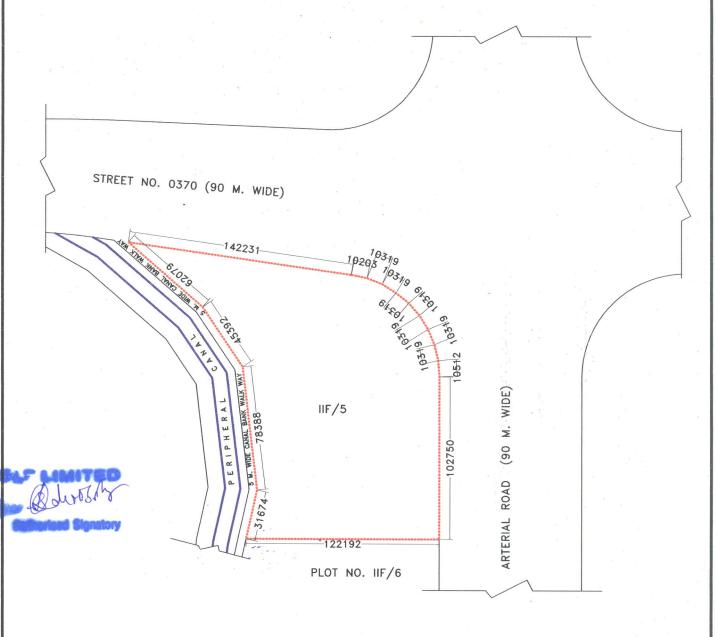
SITE PLAN OF PLOT NO. IIF/5 OF NEW TOWN, KOLKATA.

SCALE - 1:2400

MOUZA - CHAKPACHURIA, J.L. NO.33, PATHARGHATA G.P.

UNDER NEW TOWN POLICE STATION

Area = 21820 Sq.M. (5.39 ACRES)



ALL DIMENSIONS ARE IN MM.

General Manager (T & CP)



PREPARED BY : ANITA

Smt. Nairanjana Bhattacharya WBCS (Exe.)

Addl. Genl. Manager (Marketing) WB HIDCO LTD.

### Schedule:

ALL THAT piece and parcel of land measuring about 5.39 Acres / 21820 Sq.Metre be

the same or little more or less being Plot II F/5 Action Area -II F situated in New Town, Kolkata,

New Town [erstwhile - Rajerrheit]
P.S. Rajarhat, Dist: 24 Parganas (North) presently in the Panchayat area. faning within Mouza-Chakpachuria, J.L. No.33 under Patharghata G.P.

Butted and bounded as follows.

ON THE NORTH

: 90 M wide Arterial Road

ON THE SOUTH

: Peripheral drain and canal bank walkway

ON THE EAST

: Car Parking Plot No. II F/6

ON THE WEST

: Street No.370 (Arterial Road – R.O.W)

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 Common Seal of the company affixed pursuant to Resolution of the Finance Committee Smt. Nairanjana Bhattacharya Passed on 1.0.4/2.a.s. in the presence of: WBCS (Exe.) Addi. Geni. Manager (Marketing) WB HIDCO LTD. Secretary Director FOR AND ON BEHALF OF THE WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD (VENDOR) In presence of the witnesses: Asstt. Admn. Officer. Shyamananda Banerjee Asstt. Admn. Officer. W. E. HIDCO. W. E. HIDCO. SIGNED BY THE ABOVENAMED PURCHASER IN THE PRESENCE OF WITNESSES: Bimala hasauna Lingh Loy: USITA, US-05-110 4, 105075 SURVEY PARK, KOLKATA FOODTS -, D.k. Dhar 109/21-B, Harra Rond, Kotkate-700026

Drafted by WBHIDCO 21d and approved by Ld. L.R., N.B. daited 09-03-2004

# BIDHAN NAGAR

Endorsement For deed Number :1-05005 of :2009 (Serial No. 05029, 2009)

### n 02/06/2009

### esentation(Under Section 52 & Rule 22A(3) 46(1))

esented for registration at 11.58 hrs on :02/06/2009, at the Private residence by Santanu Chakraborty, Claimant.

### dmission of Execution(Under Section 58)

ecution is admitted on 02/06/2009 by

1. Santanu Chakraborty, Authorised Signatory, D L F Ltd, Shopping Mall, D L F City, Gurgaon-122002, profession

entified By KG Tripathi, son of ... HC Thana: ., by caste Hindu, By Profession : Advocate.

Imission Execution(for exempted person)

Execution by Nairanjana Bhattacharya alias who is exempted from his personal appearence in this office under ction 88 of Registration Act XVI of 1908, is proved by his seal and signature.

Name of the Registering officer: Saikat Patra

Designation: ADDITIONAL DISTRICT SUB-REGISTRAR

n 03/06/2009

## ertificate of Admissibility(Rule 43)

Imissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number xempted of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp id Rs. 10.00/-

### yment of Fees:

e Paid in rupees under article : A(1) = 1291334/-

on:03/06/2009

### ertificate of Market Value(WB PUVI rules 1999)

ertified that the market value of this property which is the subject matter of the deed has been assessed at Rs-7394200/-

ertified that the required stamp duty of this document is Rs 7043652 /- and the Stamp duty paid as: Impresive Rs- 100

ficit stamp duty

[Saikat Patra]

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN

NAGAR

Govt. of West Bengal

Page: 1 of 2

# **Government Of West Bengal** Office of the A. D. S. R. BIDHAN NAGAR **BIDHAN NAGAR**

Endorsement For deed Number :I-05005 of :2009 (Serial No. 05029, 2009)

Deficit stamp duty Rs 7043652/- is paid, by the draft number 322063, Draft Date 17/04/2009 Bank Name STATE BANK

Name of the Registering officer : Saikat Patra

Designation : ADDITIONAL DISTRICT SUB-REGISTRAR

[Saikat Patra]

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BIDHAN

Govt. of West Bengal

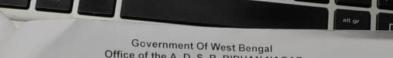
Page: 2 of 2

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 5 Page from 10351 to 10364 being No 05005 for the year 2009.



(Saikat Patra) 04-June-2909 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. BIDHAN NAGAR West Bengal



# Office of the A. D. S. R. BIDHAN NAGAR BIDHAN NAGAR

Endorsement For deed Number :I-05005 of :2009 (Serial No. 05029, 2009)

102/06/2009

## presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 11.58 hrs. on:02/06/2009 at the Private residence by Santanu Chakraborty Claimant.

### Admission of Execution(Under Section 58)

Execution is admitted on 02/06/2009 by
1. Santanu. Chakraborty, Authorised Signatory, D.L. F. Ltd, Shopping Mall, D.L. F. City, Gurgaon-122002, profession

Identified By K.G. Tripathi, son of ... H.C. Thana: .. by caste Hindu, By Profession: Advocate.

Admission Execution(for exempted person)

1. Execution by Nairanjana Bhattacharya alias 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.

Name of the Registering officer : Saikat Patra Designation : ADDITIONAL DISTRICT SUB-REGISTRA

#### On 03/06/2009

### Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number Exempted of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10.00/-

#### Payment of Fees:

Fee Paid in rupees under article : A(1) = 1291334/- on:03/06/2009

## Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-117394200/-

Certified that the required stamp duty of this document is Rs 7043652 /- and the Stamp duty paid as: Impresive Rs-

Deficit stamp duty

[Saikat Patra]
ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE ADDITIONAL DISTRICT SUB-REGISTRAR OF BI

NAGAR

Govt. of West Bengal

Page: 1 of 2

