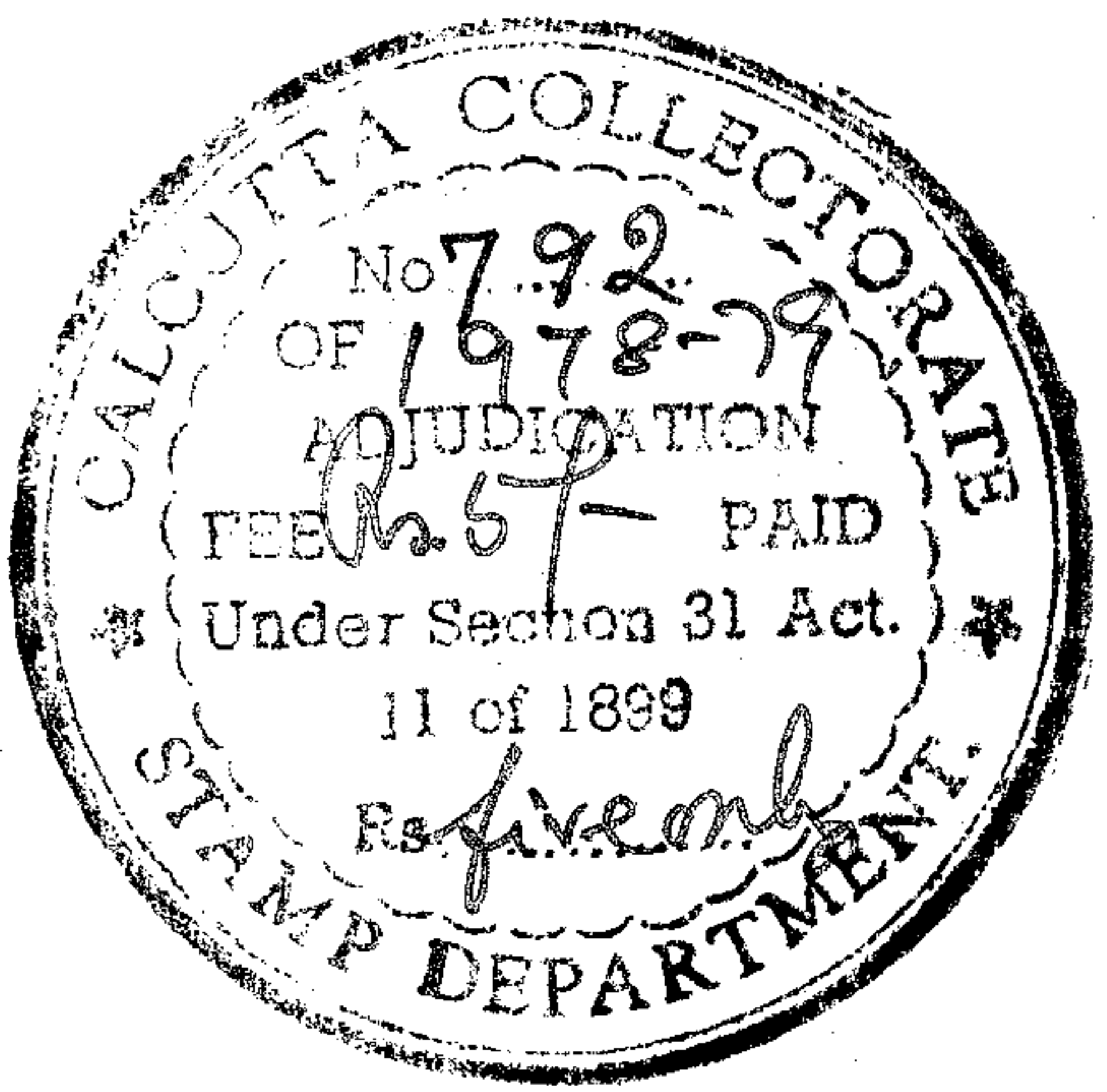


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Sec 32 Case No. 792 of 1978-1979  
Certified that the full stamp duty chargeable on the instrument under the Indian Stamp Act, amounting to Rs 3,82,783.90 (Rupees three lakhs eighty two thousand seven hundred eighty three and ninety paise only) has been paid in stamps/under chalan No. 1 dated 7/12/78.

Calcutta Collectorate Collector of Stamp Revenue  
The 7/12/1978 - 25, Calcutta.  
7/12/78



360473.10  
22310.80  
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A/D (in charge) 10P.

12.12.78

THIS INDENTURE OF SALE made this 8<sup>th</sup> day of December One thousand nine hundred and Seventy eight BETWEEN WEST BENGAL HOUSING BOARD, a statutory body corporate constituted under the West Bengal Housing Board Act (Act XXXII of 1972) having its office at No. 10, Camac Street, in the town of Calcutta hereinafter referred to as "the BOARD" (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in interest).

OF THE ONE PART AND son/daughter/wife of residing at hereinafter referred to as "the PURCHASER" of the OTHER PART

Zonal Manager (East)  
Food Corporation India, Calcutta  
10, Middleton Row, Cal-700071



~~Regional Manager~~  
~~Food Corporation of India~~  
~~at Moh. K. S. Kohl~~  
~~Joint Manager Joint Nagar (E)~~  
~~Food Corporation of India~~  
as per letter no

12.12.78

L.S. Kohl

~~1. A.S. Joint Manager A.P. Sahas~~  
~~Corporation Food~~

~~Secretary West Bengal State Board~~  
~~at Moh. K. S. Kohl~~  
~~Joint Manager Joint Nagar (E)~~  
~~Food Corporation of India~~  
as per letter no

WHEREAS:

1. By Govt. of West Bengal, Housing Department (P & W) Branch Notification No. 1219-HI HB-3/78 dated 31.8.78 the State Government has under Section 29 of the West Bengal Housing Board Act transferred absolutely, more or less 1.3643 acres of land being part of premises No. 6, Sunny Park, Ballygunge, P. S, Ballygunge in the district of Calcutta to the West Bengal Housing Board, a Statutory Body Corporate, constituted under the West Bengal Housing Board Act, 1972 and thereupon the said land stands transferred and vested to the Board absolutely.

2. The Board has in implementation of the Scheme framed to provide residential accommodations erected a multistoried building at 6, Sunny Park, Ballygunge, Calcutta called as Sunny Park Housing Estate consisting of different types of residential apartments on the land referred to above more fully described in the First Schedule hereunder written.

3. Pursuant to an application made by the purchaser for the purchase of an Apartment as mentioned and described in the Second Schedule hereunder written (hereinafter referred to as "the said APARTMENT") and agreeing to comply with the terms and conditions prescribed by the Board for the sale of the said Apartment in the said estate and tender of Rs 70,000/- (Rupees Seventy thousand) only along with the said application the Board has agreed to allot and sell the said Apartment to the Purchaser for a price settled at Rs. 11,15,540/- (Rupees Eleven lakh fifteen thousand five hundred forty) only.

4. The Board has appropriated the said sum of Rs 70,000/- (Rupees Seventy thousand) only in part payment of the said price on the Purchaser having agreed to pay the balance of the said price at or before the time of delivery of possession and/or execution and registration of Conveyance whichever event happens earlier.

5. By a Declaration bearing date the 21.11. 1978 in the form prescribed under the West Bengal Apartment Ownership Rules, 1974, the Board a sole owner has submitted all that

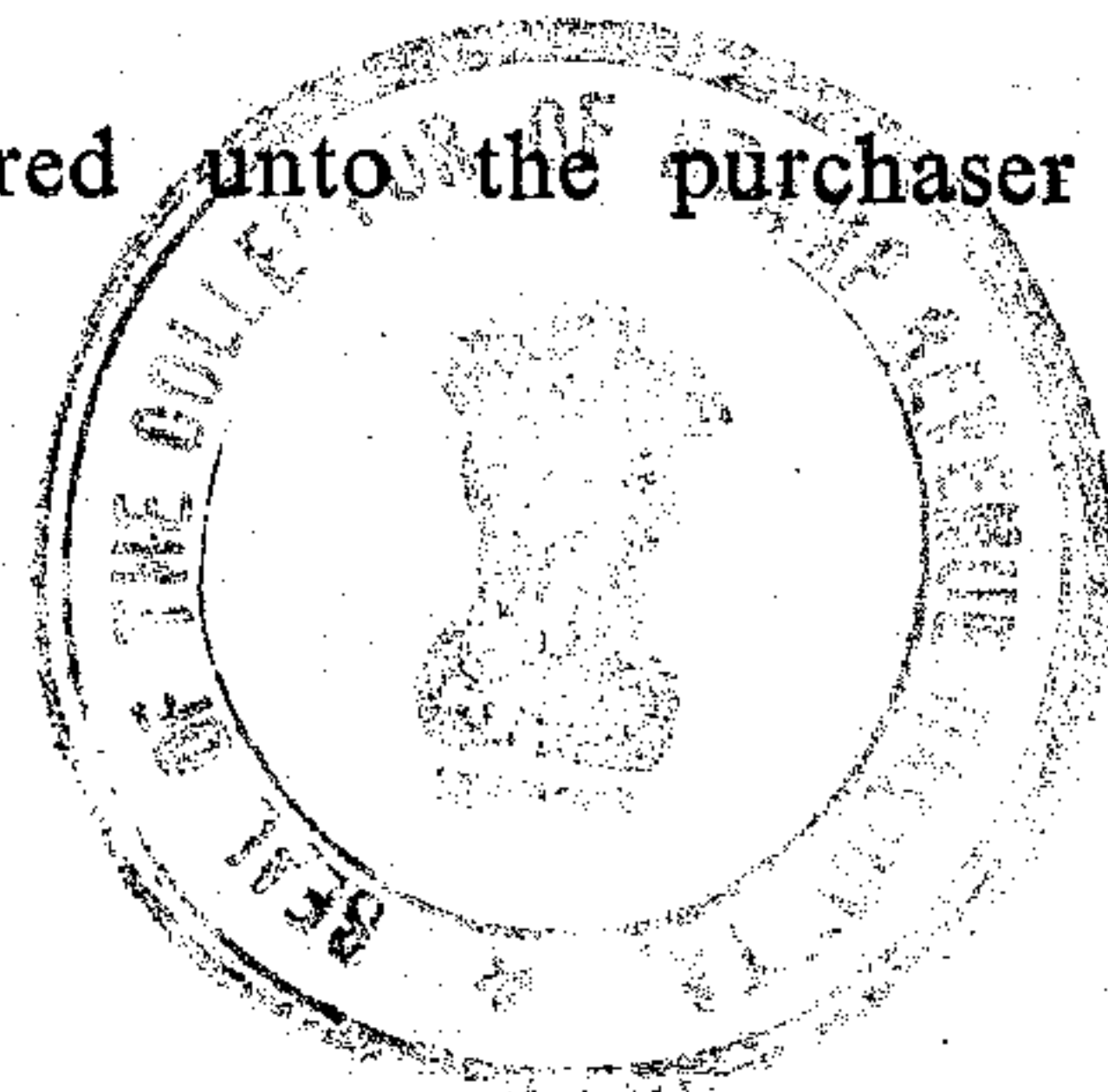


said multi-storied buildings together with the lands and appurtenances thereunto belonging situate and lying to the provisions of the West Bengal Apartment Ownership Act, 1972 declaring the particulars required thereunder.

6. The Purchaser has taken inspection of the building plan, the said Declaration and the said Apartment and has satisfied himself/herself as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the common areas and facilities within the said Estate.

7. The Purchaser has already further paid by instalments the said *of sum of Rs. 11,15,540/-*  
(Rupees *Eleven lakh fifteen thousand five hundred forty*) only towards the balance purchase price payable as aforesaid on or before the execution of these presents and has obtained vacant and peaceful possession of the said Apartment.

NOW THIS INDENTURE WITNESSETH that in consideration of the Purchaser agreeing to observe and perform the terms and conditions herein mentioned and in consideration of the payments made by the Purchaser as hereinbefore recited the Board doth hereby sell, grant, convey and transfer unto the Purchaser all that the said Apartment more fully described and mentioned in the Second Schedule hereunder written and proportionate undivided interest or share in the common areas and facilities according to the nature, scope and extent as defined under the West Bengal Apartment Ownership Act, 1972, and also declared by the Board in the Declaration bearing date the 1978 as hereinbefore recited in part and the rules and bye-laws framed under the West Bengal Apartment Ownership Act, 1972 and hereinafter for the sake of brevity collectively referred to as "the said APARTMENT" TO HAVE AND TO HOLD the said Apartment hereby sold, conveyed and transferred unto the purchaser



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absolutely and forever subject to the provisions of the said West Bengal Apartment Ownership Act, 1972, and the rules and/or bye-laws framed and/or to be framed there-under and the said Declaration made thereunder.

2. The Purchaser doth hereby covenant with the Board as follows :

[a] The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed on the Purchaser under the provisions of the West Bengal Apartment Ownership Act, 1972 and the rules and/or bye-laws framed and/or to be framed there-under for administration and management of the said Estate including the said Apartment.

[b] The Purchaser shall pay all municipal taxes, charges, levies and impositions payable for the time being by the Purchaser as owner of the said Apartment as and when the same becomes due and payable and shall in addition thereto also pay all other liabilities, charges for repairs maintenance and replacements payable by the Purchaser under the provisions of the West Bengal Apartment Ownership Act, 1972 and the rules and/or bye-laws framed and/or to be framed thereunder.

3. The expression 'Purchaser' wherever appears in these presents and if the context so requires shall be read as "the Purchasers"

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**TYPE—I**

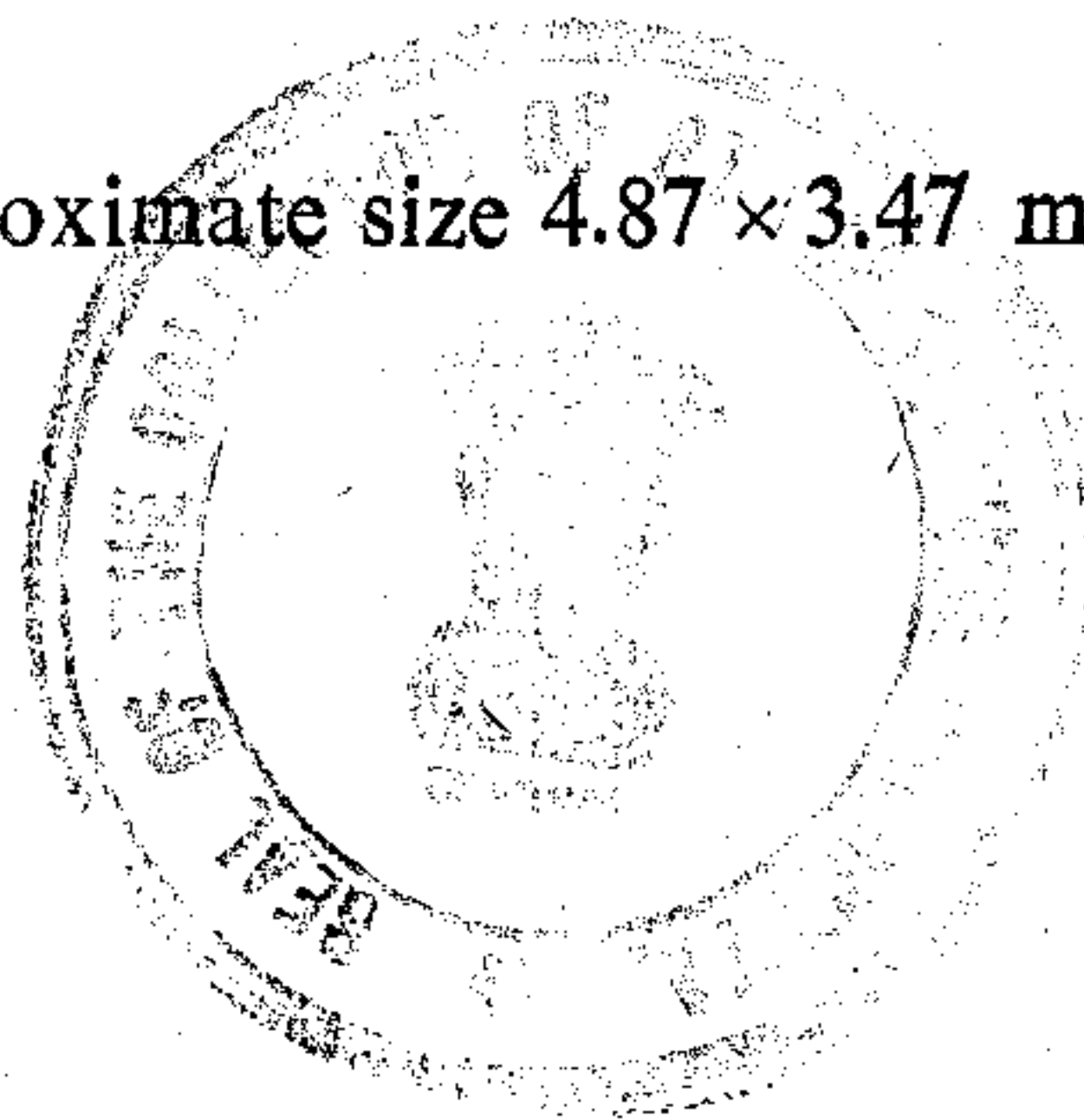
Apartment No. 17 ( one on each floor )

Area : 100.35sq m. (1080 sft.) Two bed-roomed flats in approximate size 4.96×3.51 mt & 3.30×3.51 mt with attached toilets. Comfortable Living-Dining area of 7.54×3.66 m with one balcony. Kitchen is about 3.48×1.91 m.

**TYPE—II**

Apartment Nos. 2 & 4 ( one on each floor )

Area : 116.15 sq. m ( 1250 sft. ) Two bed-roomed flats in approximate size 4.87×3.47 m &



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4.87 x 3.54 m with attached toilets. Living-Dining area forms a big hall in approximate size 10.01 x 3.66 m with a wide balcony. Kitchen is about 3.83 x 1.94 m with extra storage facilities.

### TYPE - III

Apartment Nos. 3, 6, 9, 14 & 15 ( one on each floor )

Area : 123.55 sq. m. ( 1330 sft. ) Two bed-roomed flats in approximate areas of about 4.87 x 2.54 m each with attached toilet facilities. Living-Dining Hall measures about 3.66 x 10.01 m. Kitchen is about 3.83 x 1.94 m. Balcony provided.

### TYPE - IV

Apartment Nos. 7, 8, & 11 ( one on each floor )

Area : 127.75 sq. m ( 1375 sft. ) Two bed-roomed flats with attached toilets. The approximate sizes of bed rooms are 3.95 x 4.87 m and 4.87 x 3.66 m. The Living-Dining area provided a hall area of about 8.61 x 3.66 m. An extra small room has been provided. A balcony is attached to the hall which is also approachable from a bed-room.

### TYPE - V

Apartment Nos. 16 & 18 ( One on each floor )

Area : 138.40 sq. m ( 1490 sft. ) approximately. Three bed-roomed flats in approximate areas 3.66 x 4.70 m, 3.30 x 3.51 m and 3.66 x 4.57 m with attached toilets. Living-Dining area comprises approximately 8.61 x 3.66 m. Two balconies approachable from major bed-rooms and living area. Kitchen is approximately 3.48 x 1.91 m.

### TYPE - VI

Apartment No. 12 ( One on each floor )

Area : 142.15 sq. m ( 1530 sft. ) approximately. Three bed-roomed flats in approximate areas 3.66 x 4.87 m, 3.35 x 5.08 m and 3.66 x 5.08 m with attached toilets. The Living-Dining area is about 8.61 x 3.68 m with a balcony attached. Kitchen is approximately 3.48 x 2.28 m.

### TYPE - VII

Apartment Nos. 1, 5 & 13 ( one on each floor )

Area : 152.80 sq. m ( 1645 sft. ) approximately. Three bed-roomed flats in approximate sizes 4.23 x 3.70 m, 4.97 x 3.66 and 4.82 x 3.35 m with attached toilets. Living-Dining combined area is approximately 8.30 x 4.26 m. Kitchen is about 3.35 x 2.05 m. Extra box room and two wide balconies have been provided.

### TYPE - VIII

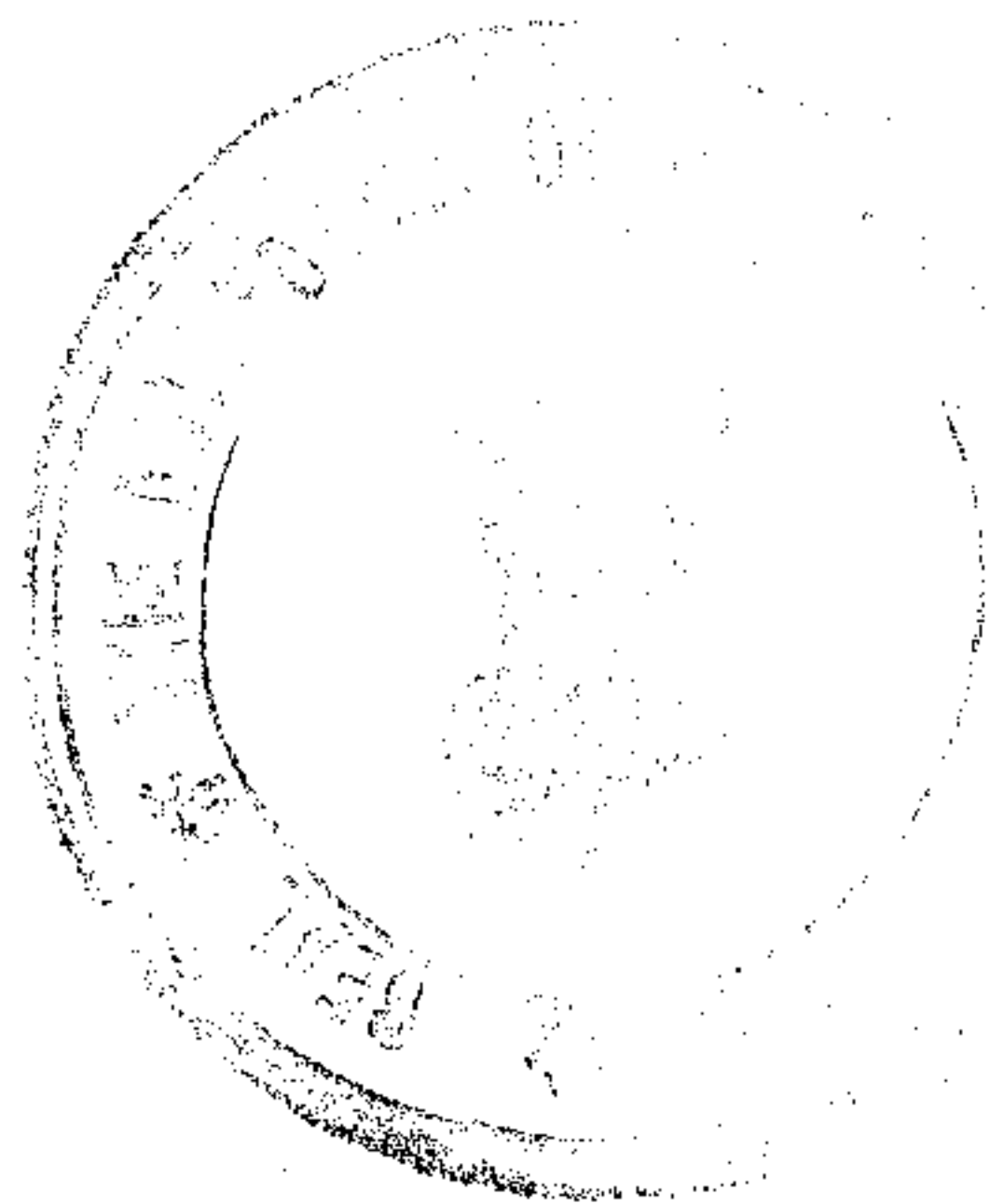
Apartment No. 10 ( One on each floor )



Area : 183.50 Sq.m (1975 sft) approximately. Three bed-rooms in approximate sizes 3.71 x 5.03 m, 4.37 x 3.35 m & 4.57 x 3.96m with attached toilets. Balconies are attached to all the bed-rooms. The Living-Dining area provide a big hall in approximate size 4.09 x 7.21 and 4.65 x 4.62 m. Kitchen is about 4.34 x 2.23 m. A box room has been provided.

THE SECOND SCHEDULE ABOVE REFERRED TO :

1. Apartment No 1 on the 5th & 6th floor having floor area of 305=60(approx) sq.mt. consisting of bed room 1/2/3 Nos; Study-1 No; Living-cum-Dining space, kitchen, attached toilets - 1/2/3 Nos. W.C. 1/2 Nos. Balcony - 1/2 Nos at Sunny Park Estate at 6 Sunny Park, Ballygunge, Calcutta-700019 under the Corporation of Calcutta.
2. Apartment No 16 on the 2nd floor having floor area of 138.40 sq.mt (approx) consisting of bed room - 3 Nos; 1 Living-cum-Dining space, Kitchen, attached toilets - 3 Nos; W.C. - 1 No, Balcony - 2 Nos at Sunny Park Estate at 6 Sunny Park, Ballygunge, Calcutta - 700019 under the Corporation of Calcutta.
3. Apartment No 17 on the 5th, 7th and 8th floor having floor area of 3240 sq.mt (approx) consisting of bed room 2 Nos. 1 Living-cum-Dining space, Kitchen, attached toilets - 2 Nos. W.C. 1 No., Balcony - 1 No at Sunny Park Estate at 6 Sunny Park Ballygunge, Calcutta - 700019 under the Corporation of Calcutta.
4. Apartment No 18 on the 6th floor having floor area of 1490 sq.mt. (approx) consisting of bed room 3 Nos., 1 Living-cum-Dining space, Kitchen, attached toilets - 3 Nos. W.C. - 1 No, Balcony - 2 Nos at Sunny Park Estate at 6 Sunny Park, Ballygunge, Calcutta.



IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED AND DELIVERED BY SHRI D. Sen, Secretary, W.B. Housing Board for and on behalf of the West Bengal Housing Board Vendor at Calcutta in the presence of :

*D. Sen*

Secretary,  
West Bengal Housing Board

- 1. *Ch. S. Ghosh*  
Superintendent  
W. Bengal Housing Board
- 2. *Satyabrata Chakraborty*  
Services, W. B. Housing Board

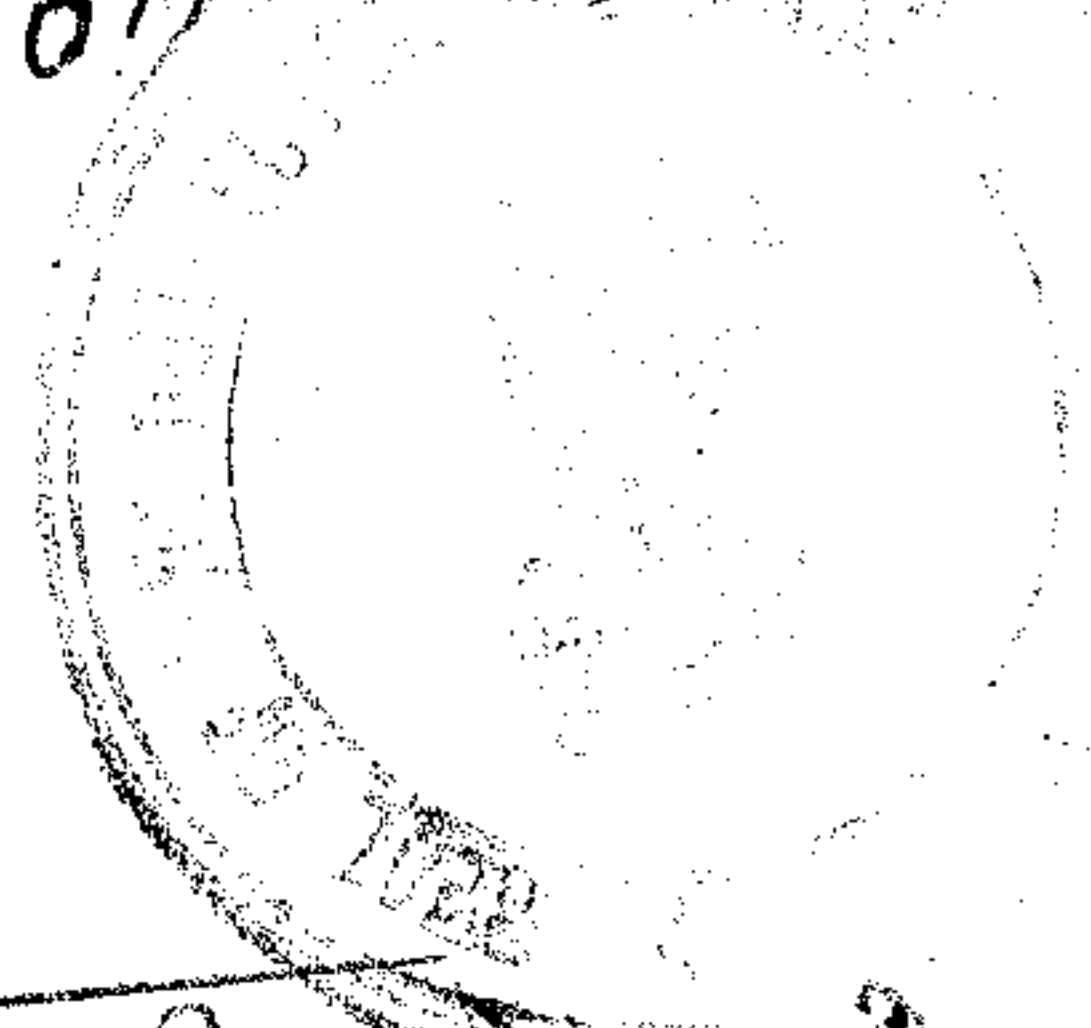
*Also*

SIGNED AND DELIVERED BY THE PURCHASER

at Calcutta in the presence of :

- 1. *L. S. Mohli* Joint Manager (Port Operations)  
*(K. S. KOHLI)* Food Corporation of India  
H. Mangoe Lane, Calcutta

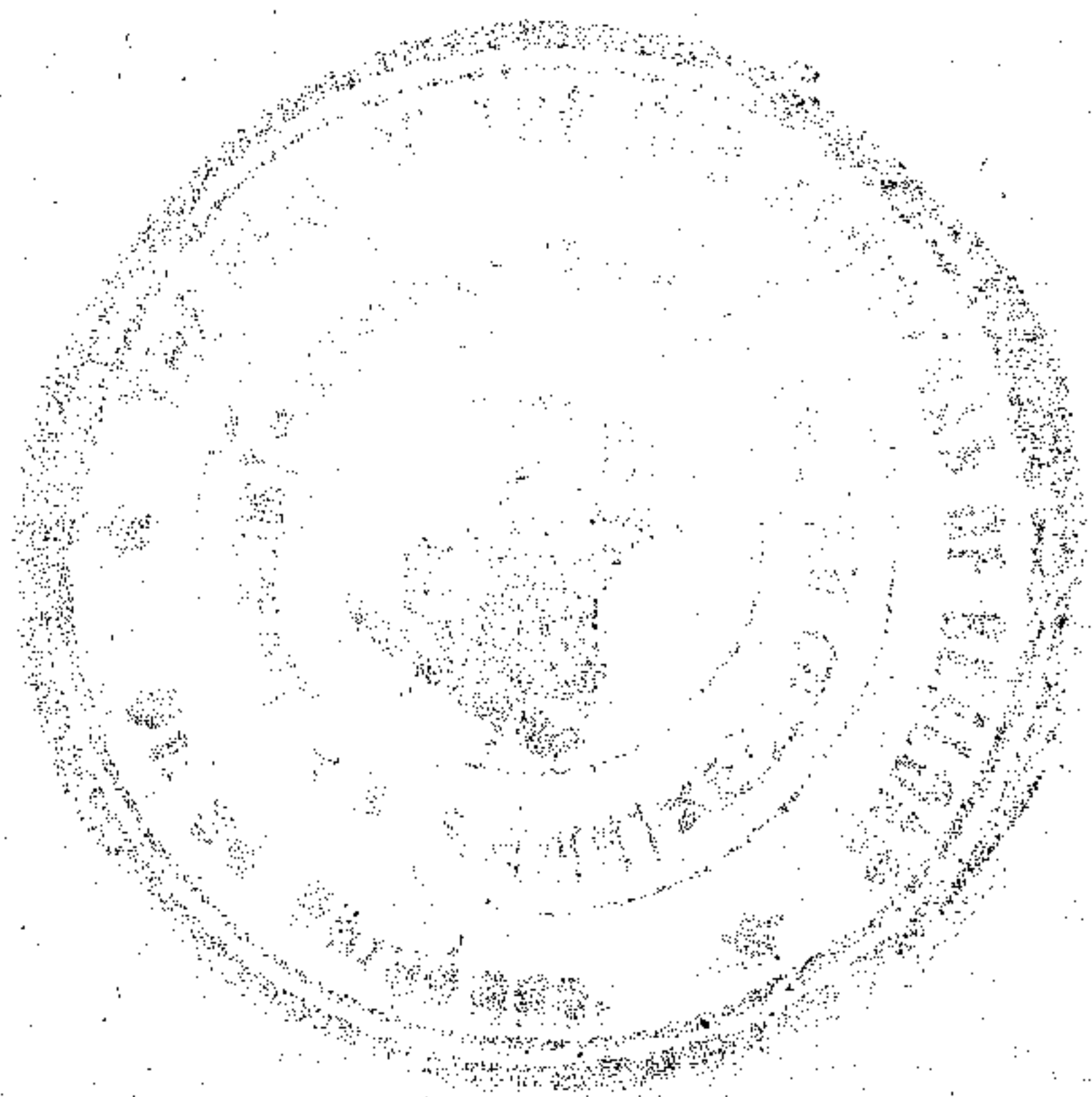
- 2. *M. R. Pal*  
*(M. R. PAL)* Deputy Manager (Finance)  
zonal office, Food Corporation of India, 10 Middleton Road  
Calcutta - 71



*Checked*



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