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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 Nb.1490-HI/HGN/NTP/1M1/98 dated 14th September, 1999,In respect of the Planning Area
declared as such under Notification No. 1423/HI/HGN/NTP/1 M-1/98

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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-in-office assigns) of the ONE PART

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Addressed DEVELOPMENT CC CRATION LTD.

Additional District Pas



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AND

INFRASTRUCTURE DEVELOPMENT

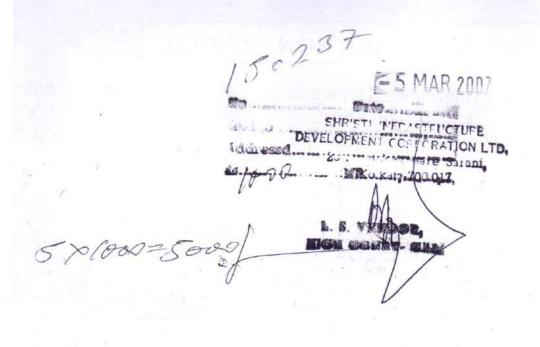
LIMITED and having its registered office at F-13, Kailash Colony, New

Delhi-110 048 and also its corporate office at 28/1, Shakespeare Sarani,

Kolkata-700 017 hereinafter referred to as the PURCHASER (which

expression shall where the context so admits include its successors-in-

interest and assigns) of the OTHER PARTy







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WHEREAS:

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 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

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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.

2. 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 the purpose of setting up a Five Star Hotel Complex 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. 24,00,00,000/- (Rupees twenty four crores

only) the receipt whereof the VENDOR doth hereby admit and

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taken inspection of such land and has 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 the said land more fully described and mentioned in the schedule hereunder written the demised said land hereby granted, transferred and conveyed, expressed or other wise assured or intended to the use of the said PURCHASER free from all-

encumbrances absolutely and forever.

The PURCHASER hereby covenants with the VENDOR as follows:

1. The purchaser shall preserve the Boundary Pillars provided in the

said land.

demised

 The purchaser shall use the said land exclusively for the purpose of constructing a setting up a Five Star Hotel Complex at the cost of the PURCHASER in conformity with the Building Rules applicable

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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 not to use the said land for any purpose other than the purposes as specified herein above.

- 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 said land. demised premises.
- 4. The PURCHASER shall neither make any excavation in the land nor remove any earth/subsoil there from 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.
- 5. The PURCHASER shall not alter the location of the sewer/water

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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.
- 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 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

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PURCHASER thereof 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 as covenanted within New Town. VENDOR will assess and decide the periodical service charge to be paid by the purchaser from time to time.
- 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
- 12. The PURCHASER is liable to compensate for any damage caused by him/her to the infrastructure of any kind provided by the

VENDOR.

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The VENDOR Covenants with the PURCHASER as follows:

- discharging respective responsibilities, covenanted herein shall peaceably hold and enjoy the land without any interruption by and from the VENDOR or its agents and representatives whosoever.
- II. 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 Newtown, 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 said land) from which connection will be taken by the PURCHASER at its own

cost.

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SCHEDULE

	ALL THAT piece as	nd parcel of land mea	asuring about 3237	4.60 Sq. Meters be	e the same
myll	or little more or l	ess being Premises	No AA-H/CBD/2	(Erstwhile Plot n	o. Central Ni Gu
nidiy	CBD/2 Business District in	Block No. Action	Area-II) in S	Street No. M. A. R.	_situated
	in New Town P.S.F	Rajarhat Dist; North 2	4 Parganas prese	ntly in Panchayat A	rea.
	Butted and bounded as follows:				
	ON THE NORTH:	WB HIDCO LAND			
				9	
	ON THE SOUTH:	ARTERIAL ROAD			
				*_ *z	
	ON THE EAST:	WB HIDCO LAND			
		*			
	ON THE WEST:	MAJOR ARTERIAL	ROAD	Ç.	
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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

FOR AND ON BEHALF OF

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIL

A. K. DUTTA ROY

W.B. HOUSING TO

SIGNED SEALED AND DELIVERED BY

FOR AND ON BEHALF OF

SHRISTI INFRASTRUCTURE DEVELOPMENT

CORPORATION LIMITED

4 MANNA CHAKRABORTY

34, LAKETERRACE.

SANTOSHPUR. KOLKATA. 700075

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SHRISTI INFRASTRUCTURE DEVELOPMENT CORPOBATION LTD.

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Authorised Signatory / Director

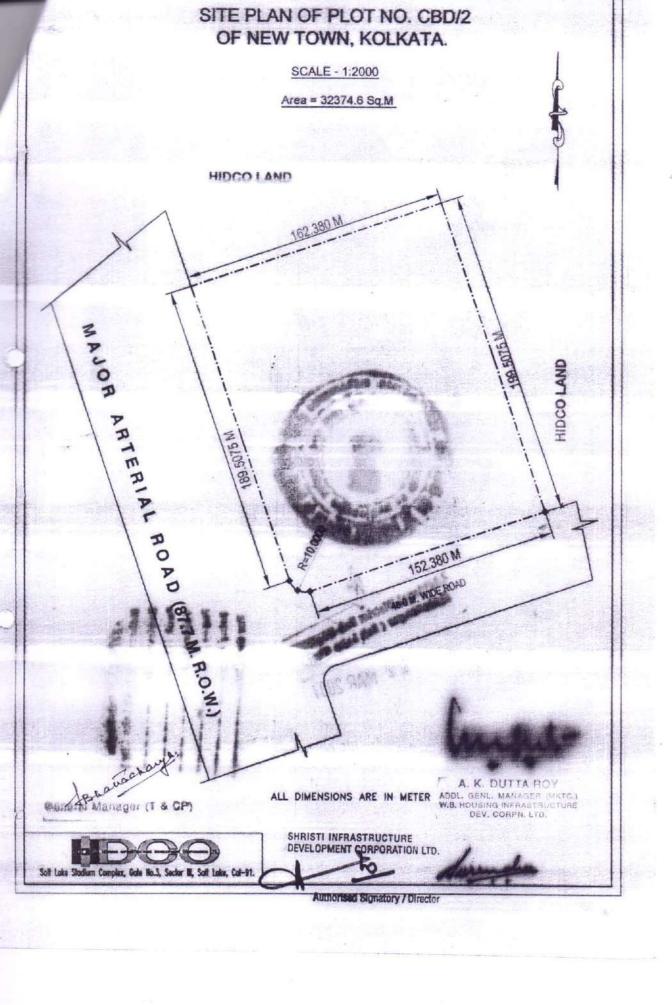
SHRISTI INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD.

COREMORA KUMAR WHATAN)

Ashor Kumula Jadeir 3. Wood Street Coll- 16

Drafted by WBHIDEO LA. and approved by Ld. L.R. W.B. dated 09-03-2004

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FINGER PRINTS

