

SL-07632/11

167

57 ANNEXURE-8/70

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

v/c-2222/11

L 268794

9/4/11

10/1, 58, 62, 16A/



Consider that this Document is subject to
Registration. The Signature Sheet and the
endorsement sheets attached to this Document
are the part of this Document.

23.9.11

DEED OF SALE

THIS DEED FOR SALE is made on this 22nd day of September, Two Thousand Eleven; BETWEEN SRI GOUTAM MAITY, son of Sri Ganesh Chandra Maity, by Caste- Hindu, by occupation-Business, residing at 10/1, Ghosh Lane, P.S. Amherst Street, Kolkata- 700006, hereinafter referred to as the "VENDOR/DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors administrators and legal representatives and assigns) of the FIRST PART



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10/1, 58, 62, 16A/

Sold to: *M/S G*
20 SEP 2011
Value: *10*
L.S.T.
High Court

V. Bullion Pt Lth
5. Adi Basyala Lau
E1-6

49970

G. N. Bullion Pvt. Ltd.
H. G. Shinde
Director

HITESH SHINDE

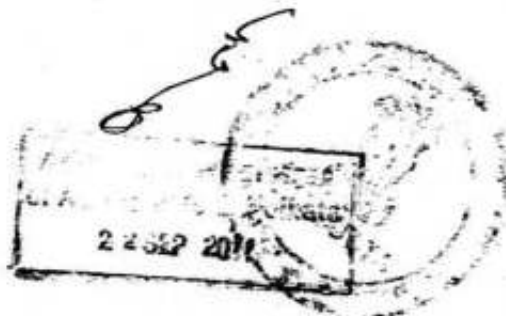
4998c

1. Fountain Maity

Arund. Kumar Agarwal
 S/o Sri Raghunath Pansel Agarwal
 25/6, Narsingh Bose Cante.
 Fourth Floor, Howrah - 711101
 P.S. Shirpur, Howrah
 Occupation Service



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AND

M/S. G.N. BULLION PVT. LTD., (PAN NO. AACCIO226R). a Private Limited Company Registered under Companies Act, 1956, represented by its Director Mr. Hitesh Shinde, (PAN NO. BIQPS4050M), Son of Sri Shashikant Shinde, having registered office at 5, No. Adi Banstala Lane, Ground Floor, Kolkata - 700007, P.S. Burrobazar, hereinafter referred to as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns) of the SECOND PART;

WHEREAS on the 10th day of June, 1936 one Jogeswar Ghosh entered into an agreement with the Trustees for the Improvement of Calcutta for purchase of the plot of land containing an area of four cottahs fourteen Chittacks (more or less) situate in Calcutta Improvement Manicktola Scheme No.I and being plot No.I of the surplus lands thereof and hereinafter more particularly mentioned and described and hereby intended to be granted conveyed and transferred (and hereinafter for the sake of brevity referred to as the said lands) and deposited with the said Trustees for the Improvement of Calcutta Rs.2,195/- (Rupees Two Thousand one hundred and ninety five) as earnest money and part of the consideration money.

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AND WHEREAS by an agreement bearing date the twenty third day of June One Thousand Nine Hundred And Thirty Six and made between the said vendor of the one part and one Ganesh Chandra Dutta of the other part in consideration of Rs.101/- (Rupees one hundred and one) paid to the said Vendor by way of earnest money the said vendor agreed to sell the said Ganesh Chandra Dutta agreed to purchase the said land and it was agreed that out of the said deposit of Rs.2195/- (Rupees Two Thousand One Hundred And Ninety Five) a sum of Rs.695/- (Rupees Six Hundred and ninety five) will go to the said Ganesh Chandra Dutta and Rs.1500/- (Rupees one thousand and five hundred) only will go to the said vendor and that excepting the sum of Rs.695/- (Rupees Six hundred and ninety five) to be paid by the said vendor as aforesaid the said Ganesh Chandra Dutta would pay the full amount of consideration together with all costs of stamps registration and other incidental charges that would be necessary for completion of the said sale transaction of the said land from the Calcutta Improvement Trust in favour of the said Vendor which sum should be deemed to be the consideration for the subsequent conveyance by the said Vendor in favour of the said Ganesh Chandra Dutta and the said purchase should be completed simultaneously with the vendor in pursuance of the said land from the Calcutta Improvement Trust.



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AND WHEREAS by a declaration being date the 14th Day of December, 1936 and registered in the office of the Sub Registrar of Assurance Sealdah in Book No.1, Volume No.47, page No.120 to 123 and being No.2778 for the year 1936 and made by the said Vendor it was declared that the balance of the Purchase money which was being demanded by the Calcutta Improvement Trust should be paid by the said Ganesh Chandra Dutta though the receipt for the same would stand in the name of the said vendor and that the said vendor would have no right title or interest in the said land though the conveyance of it would be in the name of the said vendor in as much as the Calcutta Improvement-Trust declined to accept the said Ganesh Chandra Dutta as his nominee and execute the conveyance in respect of the said land in favour of the said Ganesh Chandra Dutta and the said vendor undertook to execute a deed of sale or conveyance in favour of the said Ganesh Chandra Dutta when called upon to do so;

AND WHEREAS pursuant to the said agreement dated twenty-third June one thousand nine hundred and thirty-six and the said declaration dated fourteenth day of December one thousand nine hundred and thirty-six the said Ganesh Chandra Dutta paid to the said vendor on the fourteenth day of December one thousand nine hundred and thirty-six the sum of Rs.1399/- (Rupees one thousand three hundred and ninety-nine) being the balance in full

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satisfaction of his claim under the agreement dated twenty third June one thousand nine hundred and thirty-six as well as is deposited in the name of the said Vendor through Babu Ram Chandra Set, Pleader with the Calcutta Improvement Trust on the seventeenth day of December one thousand nine hundred and thirty-six the sum of Rs.19,755/- (Nineteen thousand seven hundred and fifty five) being the balance -of the purchase money in respect of the said land and obtained possession of the said land;

AND WHEREAS the said Ganesh Chandra Dutta who was in his lifetime and at the time of his death a Hindu governed by the Bengal School of Hindu Law died intestate on or about the second day of March one thousand nine a hundred and thirty-seven leaving him surviving the said purchasers his sons heirs and legal representatives;

AND WHEREAS the said purchasers therein paid for the stamps amounting to Rs.769/- (Rupees Seven hundred and sixty-nine) and the registration fee amounting to Rs.46/8/- (Rupees Forty-six and annas eight) for the execution and registration of the conveyance in respect of the said land by the Trustees for the Improvement of Calcutta;



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AND WHEREAS by a Conveyance bearing date the fifth day of May one thousand nine hundred and thirty seven and registered in the Office of Sub- Registrar of Assurances Scaldah in Book No.1, Volume No.37, pages 36 to 38 and being No.1450 for the year 1937 the Trustees for the Improvement of Calcutta granted conveyed and transferred unto the said Purchaser stated therein for ever **ALL THAT** piece or parcel of land containing an area of four cottahs Fourteen Chittacks two square feet more or less situate in Calcutta Improvement Scheme No.I-M and being Plot No.1 of the surplus lands thereof and particularly described in the schedule thereto and delineated in the map or plan thereto annexed and thereon coloured Pink;

AND WHEREAS as the said purchasers have requested the said Vendor Jggeswar Ghosh to execute a Conveyance in respect of the said land in their favour which the said Vendor has agreed to do;

AND WHEREAS in pursuance of the hereinbefore in part recited agreement dated twenty third June one thousand Nine hundred and thirty six and declaration dated fourteenth December one thousand nine hundred and thirty six and in consideration of the sums of Rs101/- + 1399/- totaling Rs.1500/- (Rupee one Thousand and five hundred) and Rs.19,755/- (Rupee nineteen thousand Seven hundred and fifty five) paid by the said Ganesh Chandra Dutta to the said Vendor and to the said Trustees for the



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Improvement of Calcutta respectively as hereinbefore mentioned as well as the sum of Rs.769/- (Rupees Seven hundred and sixty nine) and Rs.46/8- (Rupees Forty Six and annas Eight) paid by the said Purchasers for stamps and registration fee respectively in respect of the said in part recited conveyance executed by the said Trustees for the Improvement of Calcutta in favour of the said Vendor making together the sum of Rs.22,070/8/- (Rupees Twenty two thousand and seventy and annas eight) the receipt whereof and that the same is in full for the absolute purchase of the messuage tenement land hereditament and premises hereinafter described hereinbefore he the said Vendor doth acknowledged and from the same and every part thereof doth acquit release and discharge the said purchasers their heirs representatives executors administrators and assigns and every of them and also the said hereditament and premises he the said Vendor doth by one Deed dated 16.7.1937 vide Deed No.1777 for the year 1937 grant bargain sell alien release and confirm unto the said purchasers their heirs and assigns **ALL THAT** piece or parcel of revenue free land containing an area Four Cottas Fourteen Chittacks and Two square feet be the same a little or less situate in Calcutta Improvement Scheme No.I (Manicktolla) and being plot No.I of the surplus lands thereof formed out of original Municipal Premises No.1/1 and ½ Manicktolla Road and of Holdings No.2 and 3 in sub-division 22 division 2 D.C.



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Parichannagram Sub Registration office Sealdah P.S.- Manicktolla
in the town of Calcutta and butted and bounded on the North by-
Manicktolla road, on the East by premises No.1/2 Manicktolla
Road, on the south by the common drain and on the west by a
Public passage and thereafter Upper circular road. The said deed
registered in the office of Sub- Registry of Sealdah vide Book No.1,
Volume No.39, Pages No.212 to 219 being No.1777 for the year
1937. The Purchaser of this Deed are Nalin Chandra Dutta
Ashutosh Dutta who are the legal heirs of Ganesh Chandra Dutta.

AND WHEREAS after the purchase of the land measuring 4 (four) :
cottah 14 (Fourteen) Chittacks and 21 (twenty one) sq. ft. more or
less by the said Nalin Chandra Dutta and Ashutosh Dutta now
deceased the legal heirs of late Ganesh Chandra Dutta under deed
No.1777 for the year 1937 as stated hereinbefore against
consideration amount stated therein became the owner of the
property. They purchased the land hereditments and premises
being the premises No.1/1 and 1/2 Manicktolla Road and of
holding No.2 and 3 in Sub Division 22 Division 3 Dihi
Parichannagram Sub-Registration Office Sealdah P.S.- Manicktolla
in the town of Calcutta now renumbered as 212, Vidyasagar
Road, Kolkata- 700 006. P.S.- Narkeldanga and became the joint
and absolute owner thereof.



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AND WHEREAS the Calcutta Municipal Corporation sold to Nalin Chandra Dutta and Ashutosh Dutta the abandoned Road land of an area of 1 (One) Cottahs 8 (Eight) Chittaks 2 (Two) sq. ft. which was amalgamated with the land. The said deed was registered at the Sub - Registrar of Scaldah in Book No.IV volume No.40 pages 249 to 252 Being No.1844 for the year 1943. The Purchased property was amalgamated with the premises No.212, Vivekananda Road, Kolkata- 700 006 and total land comes to 6 (six) Cottah 6 (six) Chittacks 4 (four) sq. ft. more or less upon which brick built dilapidated construction exists fully occupied with tenants.

AND WHEREAS after the purchase the said purchaser constructed one storied building on it.


AND WHEREAS the said Nalin Chandra Dutta died on 24.10.1945 leaving behind his only son Biswanath Dutta and Ashutosh Dutta was a bachelor and expired on 25.09.1972. Thus Biswanath Dutta was only legal heir of the deceased possessed and well and sufficiently to and for an estate equivalent to an estate of inheritance in fee simple possession in the said building and messuage and tenement land hereditaments and premises No.212, Vivekananda Road, P.S.- Narkeldanaga, Kolkata- 700006;



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AND WHEREAS the said Biswanath Dutta sold his absolute right and interest of the said land and building thereon along with messuage tenement land hereditaments and premises No.212 Vivekananda Road, P.S.- Narkeldanaga, Kolkata- 700006 in the town of Kolkata hereinafter fully described in First Schedule below written and to hereby granted and the inheritance thereof in fee simple possession and free from all encumbrances at the sum i.e. consideration amount mentioned in the said Deed of Conveyance. with a number of tenants occupying on rental basis at the ground floor of the building. The said Biswanath Dutta sold the said property as mentioned in First Schedule below to Goutam Maity son of Ganesh Chandra Maity of 10/1, Ghosh Lane, P.S.- Amherst Street, Kolkata- 700 006 under a Deed of Sale dated 29th April Two Thousand Six and the said Deed was registered on 3rd day of April, 2009 at Additional Registrar of Assurances -II of Kolkata, west Bengal and recorded in Book No.I, C.D. volume No.7 pages from 10632 to 10673 Being No.03249 for the year 2009.

AND WHEREAS the said Goutam Maity has become the absolute owner of the said property and is absolutely and fully enjoying the right title and interest free from all encumbrances of the property as mentioned herein under.

AND WHEREAS the Vendor cum developer to this deed  of the First part herein above decided to construct on Multi storied Building (G+4) by demolishing the present structure.

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AND WHEREAS the First Party to this agreement also mutated his name as own in the records of the Kolkata Municipal Corporation on 30.04.2009 and a certificate of mutation to that extent also obtained.

AND WHEREAS the vendor cum Developer submitted building plan before the K.M.C. by virtue of a Power of Attorney being executed by Biswanath Dutta to the then owner. May it be noted that such power of attorney was exclusively made in order to dispose of the matter. Speedily and the plan of the building was sanctioned by Kolkata Municipal Corporation Borough Office-IV Ward No.28, Being Sanctioned Building plan No.27/IV of 23.1.2006 for newly multi storied building (B+ G+4).

AND WHEREAS after having obtained the sanctioned plan as aforesaid the owner cum Developer herein duly commenced construction of the proposed new building (B+G+IV) at or upon the land comprised in the said premises as per the said sanctioned plan. Only roof casting was made on the columns for the completion of the proposed building. And the building is incomplete.

AND WHEREAS the Developer/owner has represented that the property is free from all encumbrances and it is not encumbered by any agreement, loan, sale, lease, gift, charges, mortgage etc.



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and the Developer/Owner also undertake to indemnify the purchasers if the purchaser faces any loss by purchasing this property. The buyer agreed and decided to purchase the said entire 1st floor of the building and the Developer cum owner agreed to sale the same to the Buyer for a consideration amount of Rs.1,35,00,000/- (Rupees One Crore thirty five lakhs) only.

AND WHEREAS the purchaser herein referred to the second part to this agreement inspected all the previous deeds as also the purchase deed being No.03249 for the year 2009 and also the sanctioned plan and having satisfied himself with regard thereto also in respect of the areas, dimensions, measurements, specifications and other details whatsoever approached the owner cum developer of the First Part to make Deed for Transfer of **ALL THAT** i.e. entire first floor, covered area 2213.27 sq. ft. as per sanctioned plan of the multi storied building at 212, Vivekananda Road, P.S.- Narkeldanaga, Kolkata- 700006 more fully described in the Second Schedule hereunder written. The Purchaser will be the owner of the further construction if made attached to the First floor i.e. purchased property. The purchased property for the agreed consideration and on the agreed terms and conditions as hereunder recorded and the Developer/Owner shall not have any claim whatsoever in respect of any portion of the First floor of the building in question and appertaining easement rights.



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**NOW THIS AGREEMENT WITNESSETH AND IS HEREBY
MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS :-**

In this presents it be contrary or repugnant to the subject or context.

1.1 **'OWNER CUM DEVELOPER'** shall mean and include **SRI GOUTAM MAITY** son of Sri Ganesh Chandra Maity by caste- Hindu, by occupation Business, residing at 10/1, Ghosh Lane, P.S.- Amherst Street, Kolkata- 700 006, his heirs, executors, administrators legal representatives and/or assigns.

1.2 **PREMISES/LAND** shall mean and include **ALL THAT** piece and parcel of land measuring 6 (six) Cottah 6 (six) Chittcks 9 (Nine) sq. ft. more or less situate lying at and being Kolkata Municipal Corporation Premises No.212, Vivekananda Road, P.S.- Narkeldanaga, Kolkata- 700006 morefully described in the Schedule- (First Schedule) hereunder written.

1.3 **"BUILDING"** shall mean and include the multi-
building to be erected at the said premises.



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Building and the entire 1st floor of the said building together with undivided proportionate and impartible share or interest and rights in respect of the said land more fully described in the Second Schedule written.

- 1.5 **"ARCHITECT"** shall mean the architects and/or engineer whom the Developer may appoint from time to time as the Architect of the building.
- 1.6 **"PLAN"** shall mean and include the building Plan No.27/IV dated 23.12.2006 duly sanctioned and approved by the Kolkata Municipal Corporation for construction the said Mercantile building complex and shall also include the further extended revised and/or modified and other plans, elevations, designs, drawings and specifications for completion or extension of the construction of the said residential building as may from time to time be consented and/or approved by the sanctioning authority and/or other appropriate authorities and/or departments.
- 1.7 **"COMMON PARTS"** shall mean and include the entrances, corridors, lobbies, landings, stair-cases, passages, and other common parts, as is required for the purpose of ingress and egress areas and spaces, and other common



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of the said building including those stated in the Fourth Schedule hereunder written for the better use and enjoyment of the flats but shall not include the roof terrace of the building

- 1.8 **"PARKING SPACES"** shall mean and include the covered and open spaces for parking cars on the ground floor.
- 1.9 **"ROOF"** shall mean and include the roof and/or terrace of the said building.
- 1.10. **"COMMON PURPOSE"** shall mean and include the purpose of maintaining the building and in particular the essential services and the common parts thereof and shall also include the meeting of the common costs and expenses for the same and further include all matters relating to mutual rights and obligations of the buyers of several units and other spaces of the building.
- 1.11 **"PURCHASE DEED"** shall mean and include the purchase deed of 29.04.2006 and registered in the office of Additional Registrar or Assurances - II of Kolkata on 3rd April, 2009 and recorded in that office as Book No. I, C.D. Volume No.7, pages from 10632 to 10673, Being No.093249 for the year 2008.



1.12 **'HOLDING ORGANISATION'** shall mean and Association or Syndicate or Company as may be formed by the OWNER CUM DEVELOPER for the common purposes.

1.13 **'TRANSFER'** with its grammatical variation shall include a transfer by possession or by any other means adopted for effecting the transfer of a unit/flat or other spaces in a multi-storied building in favor of a Purchaser thereof although the same may not amount to a transfer of the said flat /unit in favour of the Purchaser would be subject to the terms and conditions covenants and stipulations.

1.14 **'BUYER'** shall mean and include M/s. G. N. Bullion Pvt. Ltd. a Private Limited Company registered under Companies Act, 1956 having its registered office at 5, Adi Bantala Lane, Ground floor, Kolkata. and include such company as its successors-in-interest and/or assigns.

ARTICLE - II; INTERPRETATIONS

2.1 Any reference to statute shall include any. statutory extension, modification and re-enactment of such statute and rules, regulations or order made there-under.

2.2 Any covenant by the Buyer not to act or to do anything shall
... obligation not to permit



2.3 Singular number shall mean and include plural and vice-versa.

2.4. Masculine shall mean and include feminine and vice versa.

2.5 The Paragraph headings would not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of this Agreement.

ARTICLE - IV ; TITLE

4.1 The Buyer confirms to have duly inspected all deeds, documents and papers relating to the said premises and hereby confirms to have duly satisfied himself/herself/themselves with regard to the rights title and interest of the owner/developer in respect of the said premises and/or the said land and/or with regard to the rights of the owner/developer to develop the said land and/or to construct the said building, consisting of several units, flats and other spaces. The buyer having satisfied by the Director of the Company has agreed not to question and object and/or to make requisitions as to the rights title and



- 4.2 The Buyer herein having inspected the "said plan" as also all specifications elevations, designs and lay out of the said building as also of the said Unit have duly approved and confirmed the same.

ARTICLE - V: CONSTRUCTION

- 5.1 It is recorded that in pursuance of the Purchase Deed dated 24.04.2006 and Registered on 03.04.2009 vide Deed No.03249 of 2009 in which the Owner/Developer purchased the premises and started construction of the Multistoried Building (B+ G + 4) of several units and other spaces as per the sanctioned plan.
- 5.2 The Buyer have duly approved and confirmed the said sanctioned plan as also specification, elevation, designs and lay out for the construction of the said unit as also the said building.
- 5.3 The Developer cum owner of the first part shall subject to the Buyer duly making payment of the said agreed consideration money as also other payments as per this Agreement and further duly observing and performing the various terms conditions and covenants herein contained and on the part of the Buyer to be observed and performed



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- 5.4 The costs of installation of Generator and other extra items at the building shall be proportionately borne and paid by the Buyer. Space of Generator room and meter room shall be provided by the Developer.

ARTICLE - VI

- 6.1 The Owner/Developer hereby agree to transfer and/or assign and the Buyer hereby agree to acquire the rights in respect of the said Unit, more fully described in the Second Schedule hereunder for the consideration mentioned in Article - VII hereunder.
- 6.2 The transfer in respect of the said Unit in favour of the Buyer would be subject to various terms conditions covenants and stipulations herein contained.
- 6.3 The Transfer of the said Unit will not create any right in favour of the Buyer over and in respect of the roof of the said building which would exclusively belong to the Developer or their Transferees and/or assignees.
- 6.4 The Owner/Developer herein shall confirm the transfer of the said Unit in favour of the Buyer as per this Deed of Sale by executing a Registered Deed of Sale Registering the said



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casting of 1st floor is complete and the buyer also agreed to the same. Upon Registration of the Second floor instantly the possession will be handed over with the Buyer and for the same two collapsible gates will be installed..

ARTICLE - VII : CONSIDERATION

- 7.1 The consideration for transfer in favour of the Buyer by the Owner/Developer in respect of the said Unit, more fully described in the Third Schedule hereunder written would be the sum of Rs.1,35,00,000/- (Rupees One Crore thirty five Lakhs) only.
- 7.3 The Buyer hereby agree and covenant that the Buyer shall duly and punctually pay the above mentioned consideration money before the purchase registration of sale as mentioned in the Third Schedule hereunder written whether any formal demand has been made or not.
- 7.4 The amount of the aforesaid agreed consideration on account of the said Unit shall exclusively be payable to the owner/developer. It is made clear that the payment of the amount of the said consideration to the Owner/developer by the Buyer shall legally validity and effectively discharge the



ARTICLE: VIII : BUYER'S OBLIGATIONS :

8.1 On and from the date of registration of the Scheduled. The buyer shall month by month and every month pay to the Developer the amount of the costs charges expenses for and on account of the maintenance charges to be calculated in future of the common parts and common conveniences, amenities and services at the said building including those mentioned in the Fifth Schedule hereunder written for the time being. Total value i.e. consideration amount shall be treated including super built charge, no other super built charge to be paid by the Purchaser. If any extra lift is set up in the building no objection shall be raised by the buyer the buyer need not pay any extra cost for the lift. The Purchaser shall pay the above mentioned charges to the owner/Developer till formation of an Association of occupiers of the said building.

8.2 The above mentioned rate for payment of the maintenance and service charges has been fixed on the basis of the present costs of maintenance and other costs and expenses. Accordingly, it is agreed that in case of enhancement in the rate of electricity charges and other costs charges and expenses the said rate per month shall



- 8.3 The Buyer hereby agree and confirm that the Developer herein shall at all time hereafter manage supervise and look after the maintenance and administration of the common parts, services, amenities and facilities at the building and in this respect, the Buyer shall pay to the Developer herein the supervision charges as hereafter provided.
- 8.4 On and from the date of registration of this Sale Deed of the Unit for occupation of the buyer and till the time the said Unit shall not be separately assessed for payment of the Municipal taxes and other rates and taxes whatsoever, the Buyer hereby agree to pay to the Developer the proportionate amount of the Municipal taxes, multistoried building taxes, Urban Land Taxes, Water taxes, Municipal surcharge and other rates taxes and impositions whatsoever as may be payable on account and in respect of the whole of the said building within seven days from the date of the Developer submitting bill on account of such rates and taxes.
- 8.5 The Buyer also agree that the apportionment of rates payable by the Buyer on account of the said Unit shall be



8.6 The Buyer hereby further agree that in the event of the Developer being required to pay any of the rates and taxes or to deposit any amount with the Municipal Corporation authorities or other government departments and/or authority or to make any other payment of similar nature on account of the said building, the same shall be proportionately reimbursed by the Buyer and that in determining the proportionate amount payable by the buyer, the decision of the developer with the consultation of the purchaser shall be conclusive final and binding.

8.7 Apart from the consideration mentioned in Article VII above the Buyer shall at or before the time of taking over possession of the said Unit for his use pay to the owner/Developer the proportionate costs of installing Generator and other suggested extra terms, which would include the costs of materials, labour and other deposits whatsoever.

8.8 The Buyer hereby agree to pay to the Developer the proportionate amount of the insurance premium as may be required to be paid for causing the insurance if any of the

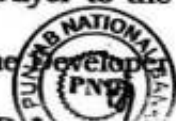


clear that neither the Lessees nor the Developer shall in any manner be liable or responsible for supply of electricity to the said Unit Provided.

- 8.12. Pending the obtaining of electricity connection by the V Buyer, the Owner/Developer may at their discretion temporarily allow the Buyer to draw electricity from the existing electricity connection standing, in the name of the owner subject to the Buyer regularly and punctually paying the electricity charges on account of electricity as may be consumed at the said Unit.

ARTICLE : X - DEFAULT

- 9.1 In case of default on the part of the Buyer to make payment of the said agreed consideration money in the manner and within the time as stated in the Third Schedule hereunder written, the Developer without prejudice to its other rights shall not entitle to any interest on all such outstanding dues payable by the Buyer to the Developer in pursuance of this Agreement. If the
- default in any form the Developer shall not



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ARTICLE - XI : RIGHTS

10.1 That pursuant to the agreement of Sale and in consideration of the sum of Rs.1,35,00,000/- (Rupees one Crore thirty five Lakhs) only paid by the Buyer/Purchaser to the Owner/Developer (Receipt of which the Vendor hereby admits and acknowledges) the Vendor doth hereby convey and transfer by way of sale unto the Purchaser all that piece and parcel of entire 1st floor along with proportionate share of land beneath as mentioned in the Second Schedule of the deed written and delineated on the plan hereto annexed by red coloured boundary line **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said 1st floor of the building or any part thereof belonging or anywise appertaining thereto. **AND ALL** the estate, rights, title, interest, use possession, benefits, claim and demand whatsoever at law or otherwise of the vendor to the said 1st floor of the building hereby conveyed and every part thereof. **TO HAVE AND TO HOLD** the same unto and to the use and benefits of the Purchaser absolutely and for ever, subject to the payment of all taxes, rates, assessments, dues and

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chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation of Kolkata or any other public body or local authority in respect thereof.

10.2 That the vendor has in himself good right, full power and absolute authority to convey and transfer by way of sale the said purchased flat hereby conveyed and the Purchaser have full authority to deal with the flat as he think fit and proper. The property is free from all encumbrances and the Purchaser is purchasing the same free from all encumbrances.

10.3 All the Buyers of different units in the said building including the Buyer abovenamed shall be entitled to the common use and enjoyment of the common parts as also the common areas and facilities mentioned in the Fourth Schedule hereunder written.

10.4 The Buyer herein shall not have any right over and in respect of the roof of the building, save and except as herein expressly agreed. Accordingly, the Buyer herein shall not be entitled to claim any right to the roof unless expressly agreed in writing by the Developer.

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- 10.5 The Buyer shall not be entitled to any right in respect of the other parts of the said building save the right to use the common areas and facilities as may be necessary for the ingress and egress of men materials utility pipes cables and lines to be instead if the said Unit and in particular shall not have any right in the roof of the Building.
- 10.6 The Buyer after getting possession of the unit after registration and also having duly observed and performed all terms, conditions, covenants and stipulations required to be observed and performed by him/her/them as stated earlier shall be at liberty to assign and/or transfer his/her/their interest and/ or the benefits under agreement for sale, provided the Buyer has duly paid all the rates and taxes as also the maintenance charges and other outgoings as hereinbefore mentioned for the period upto the date of the proposed transfer and/or assignment and the Developer transfer and /or assignment.
- 10.7 After the deliver of possession of the said unit, the Buyer herein shall hold occupy possesses and enjoy the same subject to those contained in this agreement.

ARTICLE - XII : USER



11.4 Upon possession of the said Unit being delivered to the

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occupation of the same and shall have no claim against the Developer subject to any agreement between them the fixated part on the same date as to any defect in any items of work of construction of the said Unit or on any other account whatsoever. It is hereby expressly agreed that the decision of the Architect for the time being of the said building as to the quality and specification of the building materials and workmanship shall be final, conclusive and binding and the Buyer shall not be entitled to dispute challenge the same on any ground whatsoever.

- 11.2 After the possession of the said Unit has been handed over to the Buyer, if any additions or alterations in or upon or relating to the said building are required to be carried out by or at the instance of government, municipality or any statutory authorities or the Architect, the same shall be carried out by the Buyer in co-operation with the Buyers and/or occupiers of other units in the said building at their own costs and the Developer shall not in any manner be liable or responsible for the same.

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- 11.3 The Buyer shall at his/her/their own costs maintain the said Unit in good condition state and order and shall be



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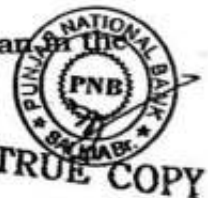
authorities and local bodies including those as may be framed by the Developer for the proper maintenance of the said building and the common areas and shall be responsible for all breaches and/or violations of any of the conditions or rules or bye-laws.

- 11.4 The Buyer shall at all times permit the Developer and its engineers, contractors, surveyors and agents during reasonable hours and upon prior notice, with or without workmen and others to enter into and upon the said Unit or any part of the building for the purpose of making repairing maintaining rebuilding cleaning lighting and keeping in order and good condition all sewers drains pipes cables gutters, wires structures and other conveniences belonging to or serving or used for the said building and also for the purpose of pulling down maintaining repairing and testing drains water pipes and electric wires and for similar other purpose and or to view and examine the state and condition of the said Unit or portions thereof and the Buyer shall be liable to make good immediately on receiving notice of all such defects and wants of which notice in writing shall be given by the Developer to



12.5 THE BUYER SHALL NOT -

- a) Use the said Unit in such manner or commit any act which may in any manner cause nuisance or annoyance to the Buyers of other Units and/or occupiers of the neighbouring properties;
- b) Allow the storage of any goods, articles or things in the stair-case, lobbies or other common parts or areas of the said building or portion thereof ;
- c) Block or permit the blocking of the stair-case, lobbies, or other common parts or areas of the said building or portion thereof ;
- d) Bring or keep or store any inflammable dangerous or combustible goods articles and things in or upon the said Unit;
- e) Decorate the exterior of the said Unit otherwise than in the manner the said Unit will be delivered;
- a) Throw or accumulate or permit the throwing or



- g) To Whom It May Concern: claim partition or sub division of the said demised land or the common parts of the said building;
- h) To carry on any obnoxious, nuisance, offensive, illegal or offensive trade or business or activities in the said unit or portion thereof;
- i) To dispute the liability to pay the monthly maintenance and service charges or rates and taxes on the account of the said unit;

ARTICLE - XIII ; MAINTENANCE

13.1 Till the formation of the Holding organisation the Developer herein shall exclusively be entitled to look after manage and administer all affairs of the said building and all the common parts areas and facilities mentioned in the Fifth Schedule hereunder written and all the matters arising therefrom.

13.2 The Developer herein and the Holding organization formation shall exclusively be entitled to receive and receive the monthly maintenance and service charges from the Buvers/and occupier of several units of the building and

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salaries, wages, remunerations whatsoever as may be necessary or required for the maintenance of the common parts, spaces, areas, amenities and facilities including those mentioned in the Fifth Schedule hereunder written.

13.3 So long as the several Units and other spaces are not separately assessed, the Developer herein and the Holding organisation after its formation shall similarly receive realise and recover from the Buyers and other occupiers of several units and other spaces of the building their respective contributions on account of the Municipal Taxes, Multistoried Building Taxes, Urban Land, Municipal surcharge and other rates, taxes and impositions whatsoever concerning or relating to the said building and/or the Units thereof and to pay and/or disburse the same to the concerned authorities and/or department.

13.4 The Buyer hereby agree to pay the monthly bill the monthly maintenance and service charges within seven days from the date of receipt of such bill from the Developer or the Holding Organisation.



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... and the Holding Organisation after

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Taxes, Urban Land Taxes, Municipal Surcharges and other rates taxes and outgoings whatsoever on account and in respect of the several units and other spaces of the building and in this regard the Buyer hereby agree to pay the same within seven days from the date of receipt of the bill from the Developer ;

13.6 The Buyer hereby agree not to dispute the rights of the Developer or the Holding Organisation to lookafter, manage and administer the affairs of the building as also the maintenance of common parts, areas, facilities and amenities at the building including those mentioned in the Fifth Schedule hereunder written and further the right of collection and disbursement of the rates and taxes in the manner aforesaid.

13.7 The Buyer hereby further agree not to claim any deduction or abatement in the amounts of the monthly maintenance and service charges as may be claimed and/or billed in respect of the said Unit on the ground of the maintenance of the building as also the common parts areas spaces amenities and facilities at the building being not good and the same being inferior and/or on any other ground

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13.8 The Buyer hereby agree not to delay or refuse the payment of any bill as may be submitted on account of the rates and taxes either on the ground of any error or other disputes whatsoever. In case of there being any error or other dispute in the bills on account of the rates and taxes, the Buyer shall be entitled to submit the dispute and/or point out such error to the Developer only after payment of the bill for the rates and taxes.

13.9 The Developer, after formation of the Holding Organisation shall employ retain and appoint such Durwan, Chowkidars, liftman, security guards and other employees and staff to lookafter and manage and administer all the affairs of the building as also proper maintenance of the common parts and areas including those mentioned in the Fifth Schedule hereunder written and the same at such remuneration, wages, salaries and other remuneration as it would think proper.

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13.10. In case of delay and/or default on the part of the Buyer to make payment of the monthly maintenance and service charges and/or the rates and taxes in the manner and within the time as aforesaid, the Buyer shall be liable to



at the rate of two percent per mensem, till the date of payment as also to pay the charges as may be fixed by the Developer for the restoration of water and other essential services.

ARTICLE - XIV : MISCELLANEOUS

- 14.1 Notwithstanding anything to the contrary herein contained the said building shall at all times be known as **"FOUR SQUARE"** and this name shall not under any circumstances be changed or altered or modified.
- 14.2 The Buyer agree not to do anything, whereby the rights of the Developer is affected or prejudiced in any manner whatsoever and/or which may affect or prejudice the use and enjoyment of the other units and/or portions and/or the common parts of the said building by the buyers or occupiers of other units at the building.
- 14.3 The Buyer shall not do anything whereby the other Buyers of Units and areas in the building are obstructed or prevented from the use or enjoyment of their respective units and other areas and/or the common areas.
- 14.4 The Buyer shall not do or permit to be done any act deed or



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the building and/or any unit or other portions of the building or cause any insurance premium to be increased in respect thereof.

ARTICLE - XV : HOLDING ORGANISATION

- 15.1 Disposal of all units, the Developer herein may at its discretion make an association or syndicate under the Societies Registration Act or incorporate a Private Limited Company and take all steps for the formation and/or incorporation thereof. The object of such Syndicate/ Association/Company shall be to manage and administer the maintenance of common parts, amenities and facilities and other affairs of the said building and also to receive and realise the contributions from all the Buyers and/or occupiers of different units and other spaces of the said building payable by them respectively towards the maintenance and service charges, the rates and taxes including those mentioned in the Fifth Schedule hereunder written and also to disburse the same.



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- 15.2 The Buyer hereby agree and undertake to be a member of the association or syndicate or company, if any formed or incorporated by the Developer and further agree from time to time and at all times to sign execute and deliver

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necessary application and all other papers, declarations and documents as may be required for the formation and registration of such Association or Syndicate or Company as may be prepared or caused to be prepared by the Developer.

- 15.3 The costs and expenses of and incidental to the formation or incorporation of such syndicate/association /company as the case may be shall proportionately be borne by all the buyers including the Buyer herein.

ARTICLE -XVI: TRANSFER DEED

- 16.1 The buyer herein duly making payment of the aforesaid agreed consideration money the owner/Developer herein registering the transfer in respect of the 'said unit" by executing and registering the appropriate Deed of assignment/transfer in favour of the Buyer herein and registering the same deed of Sale before the appropriate Register authority.



ARTICLE - XIX : JURISDICTION

- 19.1 The Hon'ble High Court at Calcutta shall exclusively have the jurisdiction to entertain, try and determine all actions and proceedings between the parties arising out of this

Sale Deed

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THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land with structure at premises No.212, Vivekananda Road, Kolkata- 700 006 total area 6 (six) Cottah 6 (six) chittacks 4 (four) sq. ft. more or less in the town of Kolkata within Kolkata Municipal Corporation ward No.28 butted and bounded By:

NORTH	:	Vivekananda Road;
SOUTH	:	258/3, A.P.C. Road;
EAST	:	214, Vivekananda Road;
WEST	:	212A, Vivekananda Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the entire 1st floor of the multi storied building constructed on the land as per Schedule first above containing by measurement 2213.27 sq. ft. (excluding super built up area) same a little more or less situates on the frist floor of the building along with all common facilities and easements rights appertaining to the said building at premises No.212, Vivekananda Road, P.S.- Narkeldanga, Kolkata- 700006. One part of the purchased property made and attached to this Deed shall be treated as a part of this Deed. Floor Type cemented.

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THE THIRD SCHEDULE ABOVE REFERRED TO

The amount of the above mentioned agreed consideration being the sum of Rs.1,35,00,000/- (Rupee One Crore thirty five lakhs) only shall be paid to the Owner/Developer by the Buyer as follows:

SL. NO.	PARTICULARS	AMOUNT (IN RS.)
a)	Cheque being no. 008794 dated 05.08.2011 drawn on Axis Bank, Barabazar Branch.	5,00,000/-
b)	Cheque being no. 008796 dated 25.08.2011 drawn on Axis Bank, Barabazar Branch.	6,00,000/-
c)	Cheque being no. 008797 dated 30.08.2011 drawn on Axis Bank, Barabazar Branch.	4,00,000/-
d)	Cheque being no.008800 dated 21.09.2011 drawn on Axis Bank, Barabazar Branch.	25,00,000/-
e)	Cheque being no. 795801 dated 22.09.2011 drawn on Axis Bank, Barabazar Branch.	35,00,000/-
f)	Cheque being no. 795802 dated 12.10.2011 drawn on Axis Bank, Barabazar Branch.	10,00,000/-
g)	Cheque being no. 795803 dated 15.10.2011 drawn on Axis Bank, Barabazar Branch.	10,00,000/-



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h)	Cheque being no. 795804 dated 18.10.2011 drawn on Axis Bank, Barabazar Branch.	10,00,000/-
i)	Cheque being no. 795805 dated 21.10.2011 drawn on Axis Bank, Barabazar Branch.	10,00,000/-
j)	Cheque being no. 795806 dated 25.10.2011 drawn on Axis Bank, Barabazar Branch.	10,00,000/-
k)	Cheque being no. 795807 dated 28.10.2011 drawn on Axis Bank, Barabazar Branch.	10,00,000/-
TOTAL		Rs.1,35,00,000/-

(RUPEES ONE CRORE THIRTY FIVE LAKHS) ONLY.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

The common areas and facilities mentioned in this Agreement shall include.

- a) The beams supports, main walls, corridors, lobbies, stair landings, stair-ways, pump room, lift well, lift machine rooms, transfer room, electric meters room, entrance to and exits from the building and other areas and spaces of the building intended for the common use;



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- b) Installation of common services such as water sewerage etc;
- c) Lift, generator, pump, motor, pipes, ducts and all apparatus and unstallations in the said building for common use;
- d) Generator room and durwan room at the said buildings ;
- e) Underground water reservoir and the overhead water tank ;

THE FIFTH SCHEDULE ABOVE REFERRED TO :

Costs, expenses and outgoings and obligations for which all Buyers are to contribute proportionately -

- a) The expenses of maintaining, repairing, redecoration, and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Fourth Schedule hereto;
- b) The cost of cleaning and lighting the entrance of the building the passage and spaces around the building lobby, corridors stair-case lift and other common areas ;

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a) Sale of Water, Gas and other services of the Building

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Liftman, Sweepers, Plumbers, Electricians, Caretakers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

- d) All expenses of common services and in common with common areas and facilities ;
- e) Such expenses as are necessary incidental to the maintenance of up-keeping of the premises and of the common area facilities and amenities ;



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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

in presence of :

WITNESSES:

1. S. D. Jaiswal P. J.
31/6, Central Road,
Saitpitha Apt - II,
Anandapur,
Barrackpore - 700122

Ganton Maiti ✓

SIGNATURE OF THE VENDOR/

DEVELOPER

2. Arund Kr. Agarwal
25/6, Narsingh Bose Lane,
4th Floor, Howrah - 711004

G. N. Bullion Pvt. Ltd.

Hiten Shinde
Director

SIGNATURE OF THE PURCHASER



DRAFTED BY ME :-

Kajal Ray

KAJAL RAY

ADVOCATE

HIGH COURT, CALCUTTA

10, OLD POST OFFICE STREET,

ROOM No. 20D, GROUND FLOOR

KOLKATA- 700 001.

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MEMO OF CONSIDERATION

RECEIVED a sum of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lakhs) only from the abovenamed Purchaser towards advance on account of sale of the aforesaid property as per memo below:

MEMO

SL. NO.	PARTICULARS	AMOUNT (IN RS.)
a)	Cheque being no. 008794 dated 05.08.2011 drawn on Axis Bank, Barabazar Branch.	5,00,000/-
b)	Cheque being no. 008796 dated 25.08.2011 drawn on Axis Bank, Barabazar Branch.	6,00,000/-
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k)	Cheque being no. 795807 dated 28.10.2011 drawn on Axis Bank, Barabazar Branch.	10,00,000/-
TOTAL		Rs.1,35,00,000/-

(RUPEES ONE CRORE THIRTY FIVE LAKHS) ONLY.

WITNESSES :

1. *S. D. P. S.*
24/64 Central Road,
Sachintra Apartment,
Anand Nagar,
Barabazar-700122

2. *Anand Kr. Agarwal,*
nr. A. Narsingh Bose Lane,

Santam Maitly

**SIGNATURE OF THE DEVELOPER
VENDOR/**



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THE SIXTH SCHEDULED ABOVE REFERRED TO :

SILENT FEATURES

FOUNDATIONS

Isolated Column foundation and multiple foundation of solid.

BRICKWORK

Brick Work 10"/5" & 3" with specified plaster.

FLOORS

Complete Assorted Marble Flooring with 2'x2' tiles (joint free) in flats and staircase & lobbies with granite stone finish.

DOORS

Frames of good quality wood and flush doors of commercial quality wooden. Main door will be provided with mortice lock and eye piece.

WINDOWS

Standard Aluminium sections with glass panes to be provided for all windows.

KITCHEN

Cooking Platform with built in sink and marble stone top and glazed/ ceramic tiles above cooking platform upto 2'6" height. Two points with C.P. bib cock and one Exhaust Fan point.

TOILET

Glazed/Ceramic tiles upto 6 ft. height from floor level including Marble flooring. Concealed piping for hot and cold water, geyser point, shower point, one wash basin, W.C. with cistern and also a



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point for reservoir tank in each flat. All the fittings will be of C.P. brass of genuine make. One bath room/NC in each flat.

COLLAPSIBLE GATE

Two Collapsible gate in each flat.

ELECTRICAL WIRING

Electric main line in southern portion at stair (input in D.P. Box)

WATER SUPPLY

Submersible Deep tubewell with pumping arrangements to overhead reservoir tanks.

EXTERNAL PAINTS

Servocem Paints.

INTERIOR WALL COATS

All the interior walls will be finished with a Coat of plaster of paris.

CABLE LINE

Cable Line to be provided by one Antenna Point in each flat.

LIFT

One general lift will be provided.

LIGHTENING ARRESTER

Provision for Lightning Arrester will be made.

SECURITY ROOM with TOILET

Parking space for four & two Wheelers at affordable Costs.

Generator for Pump & Common passage light.



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OTHERS

One loft in each flat, Balcony Grill, Collapsible Gate (At Cost).


Note: The layout and specification contained in the above schedule are tentative and subject to alteration/ modification on account of technical reasons, without any reference.




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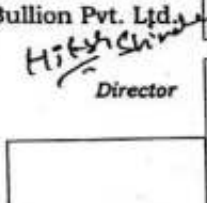
SPECIMEN FORM FOR TEN FINGERPRINTS



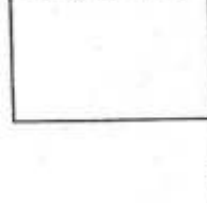
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Santan Maity




H. N. Bullion




H. N. Bullion



Director



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Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 08470 of 2011
(Serial No. 07632 of 2011)

On

Payment of Fees:

On 22/09/2011

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

Presented for registration at 18.05 hrs on :22/09/2011, at the Private residence by Hitesh Shinde ,Claimant.

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

Execution is admitted on 22/09/2011 by

1. Goutam Maity (Developer), son of Ganesh Chandra Maity , 10/1, Ghosh Lane, Kolkata, Thana:-Amherst Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700006 , By Caste Hindu, By Profession : Business
2. Hitesh Shinde
Director, M/ S. G. N. Bullion Pvt. Ltd., 5 No. Adi Banstala Lane, Ground Floor, Kolkata, Thana:-Burrobazar, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .
By Profession : Business

Identified By Anand Kumar Agarwal, son of Raghunath Prasad Agarwal, 25/6, Narsingha Bose Lane, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, P.O. :- Pin :-711101 , By Caste: Hindu, By Profession: Service.

(Ashok Bandyopadhyay)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 23/09/2011

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 : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

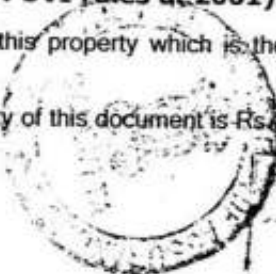
Rs. 175680/-, on 23/09/2011

(Under Article : A(1) = 175582/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 23/09/2011)

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.-15962104/-

Certified that the required stamp duty of this document is Rs. 1117367 /- and the Stamp duty paid as: Impresive Rs.- 100/-



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23 SEP 2011

(Ashok Bandyopadhyay)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



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**Government Of West Bengal
Office Of the A.R.A.-I KOLKATA
District:-Kolkata**

**Endorsement For Deed Number : I - 08470 of 2011
(Serial No. 07632 of 2011)**

Deficit stamp duty

Deficit stamp duty Rs. 1117400/- is paid 33745622/09/2011 State Bank of India, Specialised Insti Bkg
Kolkata, received on 23/09/2011

(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



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(Ashok Bandyopadhyay)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

FIRST FLOOR FLAT PLAN

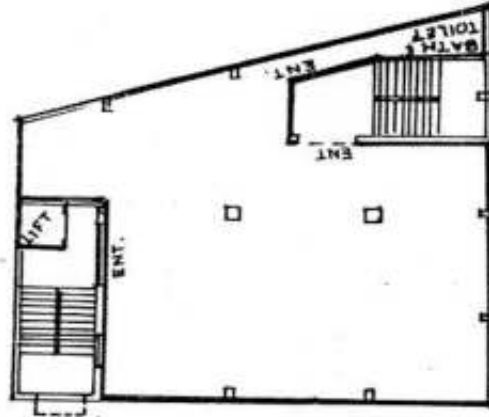
AT PREMISES NO. 212, VIVEKANANDA
ROAD, WARD NO. 28, UNDER THE
JURISDICTION OF K.M.C. KOLKATA-700006

SCALE:- 1:200

COVERED AREA = 2213.27 SQ. FT.

Goutam Moirh

SIGN OF THE VENDOR



FIRST FLOOR
PLAN



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SIGN OF THE VENDEE G. N. Bullion Pvt. Ltd.
G. N. Bullion Pvt. Ltd.
Director

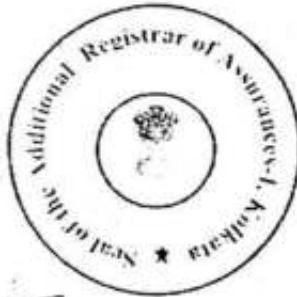
G. N. Bullion Pvt. Ltd.
G. N. Bullion Pvt. Ltd.
Director

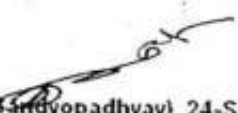
SKETCH BY:-
MANTU DAS
IQOLD POST OFFICE

218

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 8221 to 8274
being No 08470 for the year 2011.




(Ashok Bandyopadhyay) 24-September-2011
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal



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