



पश्चिम बंगाल WEST BENGAL

048341

Certified that the above document is admitted to
Registration and the
endorsement
are the payable

Additional Registrar
of Assurances-II, Kolkata

29/11/10

This INDENTURE OF CONVEYANCE made this 11th day of December, 2007;

BETWEEN

CAMAC PROPERTY a partnership firm carrying on business at No. 9, Dacres Lane, Kolkata - 700 069 hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and those who may be taken in and/or admitted as partner and/or partners and their respective heirs legal representatives executors administrators and assigns) of the **FIRST PART**

6815
Mr. Harshad A'mera
7A, Forest Base Rd
Flat 4A, Kol-20

Delinquent Collectors:

Treasury
30/12/07

3c 75000

1c 10,000

85000/-

QC alt

11/12/07

FORT PROJECTS PVT. LTD.

QC alt
CHIVK KATHA
Director



For CAMAC PROPERTY

Signature

(SHYAM SUNDAR NANGALIA) Partner

Harshad A'mera

Sanjay Sharma

20 Kati Hari Prasad Sharma

9, May fair Road

6F Varna Apts.

Kol/Kata-700019

Service

11/12/07



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AND

FORT PROJECTS PVT LTD. a company within the meaning of the Companies Act 1956 having its registered office situated at No. 7/1A, Hazra Road, Kolkata – 700 026 hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**

MR. HARSHAD AJMERA, son of Late Jyantilal Ajmera, residing at 7A, Sarat Bose Road, Flat- 4A, Kolkata – 700 020, hereinafter referred to as the **PURCHASER** (which term or expression unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators) of the **THIRD PART**



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WHEREAS:

A) The Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the **Municipal Premises No. 6, Camac Street, Kolkata – 700 017** containing by admeasurements an area of 26 Cottahs 10 Chittacks and 6 Sq. ft. (be the same a little more or less) TOGETHER WITH the building and structures situated thereon (more fully and particularly mentioned and described in the **Second Schedule** hereunder written and hereinafter referred to as the said **PREMISES**).

B) The Vendor thereafter caused a map or plan to be sanctioned by Kolkata Municipal Corporation being B.S. No. 50, Br. VII dated 28th September 2001 (hereinafter referred to as the said **PLAN**) for construction of a new building and/or building at the said Premises.



06AA 198982

C) By an Agreement dated 21st September 2000 entered into between the Vendor and the Developer (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) the Developer agreed to undertake development of the said premises by causing to be constructed thereon a new building and/or building in accordance with the said Plan and on the terms and conditions contained and recorded in the said Development Agreement.

D) It had been expressly agreed between the Vendor and the Developer that the entirety of the said new building will have two segments whereby the basement would be reserved for the parking of cars and the entirety of ground plus first, second, third and fourth floors of the said new building shall be reserved for showrooms for sale and/or vending and/or display of jewellerys etc (hereinafter referred to as the **SHOWROOM AREA**) and the upper floors namely the fifth and sixth floors are exclusively reserved for the purposes of offices and the seventh and eighth floors are reserved for the purpose of offices and any commercial activities except the selling/displaying/vending of jewellerys and similar type product (hereinafter referred to as the **OFFICE AREA**).

E) By an agreement dated **15.06.2006** (hereinafter referred to as the Sale Agreement) the Confirming Party herein have agreed to purchase and acquire **ALL THAT** the Unit No. **704** on the **7th floor** of the said building then in course of construction having a super built up area of **706 sq. ft.** together with the undivided proportionate share in the land attributable to the said building and also together with the right of use in common with others certain common part and portion being new building (hereinafter collectively referred to as the said office area) for the consideration and on the terms and conditions contained and recorded in the said Sale Agreement.

F) At or before execution of this indenture the Purchaser has made enquiries and searches and inspection of all papers and documents and has fully satisfied itself / themselves as to: -

- i) The title of the Vendor
- ii) The right of the Developer to transfer the said Unit,
- iii) The quality and workmanship of the construction of the said building and/or the said Unit,
- iv) The total super built up area comprised in the said Unit
- v) The Purchaser/s has/have appreciated and agrees to abide by the restrictions applicable for the purpose of user of the said Unit and the Properties Appurtenant Thereto,
- vi) The obligation of the Purchaser to make payment of the proportionate share on account of maintenance charges payable in respect of the said Unit and the Properties Appurtenant Thereto.

And has agreed not to raise any objection whatsoever or howsoever.

G) In this Deed certain expression shall have the meanings assigned to them as mentioned in the **FIRST SCHEDULE** hereunder written.

NOW THIS INDENTURE WITNESSETH as follows :

I. That in pursuance of the said Development Agreement and in further consideration of the said Sale Agreement AND in consideration of a sum of **Rs. 14,12,000/-** (Rupees Fourteen Lacs Twelve Thousand only) of the lawful money of the Union of India well and truly paid by the Purchaser/s to the Developer at or before the execution hereof (the receipt whereof the Developer doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the Said Unit and the Properties Appurtenant Thereto hereby intended to be sold and transferred) the Developer with the consent and concurrence of the Vendor do hereby sell transfer convey assure and assign **FIRSTLY ALL THAT** the Unit No. **704** on the **7th floor** of the new building commonly known as "**FORT KNOX**" comprised in the said Premises forming part of the **OFFICE AREA** containing by admeasurements **706 sq. ft.** (super built area) (be the same a little more or less) **AND SECONDLY ALL THAT** for the purpose of beneficial use and enjoyment of the said Unit and the Properties Appurtenant Thereto the Vendor with the consent and concurrence of the Developer hereby release relinquish and disclaim all its right title interest into or upon **ALL THAT** the undivided impartible proportionate share in the land comprised under the said New Building at the said premises attributable to the said Unit (hereinafter referred to as the said **UNDIVIDED SHARE**) **AND** the said Unit, and the Undivided share are hereinafter collectively referred to as the said **UNIT AND THE**

PROPERTIES APPURTENANT THERETO (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND ALSO** the right of the common user to use the common entrance and staircases and other common parts and portions in common with the occupants of the said New Building (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said **UNIT AND THE PROPERTIES APPURTENANT THERETO** absolutely and forever free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Vendor, Developer, co-Purchaser and the owners and other lawful occupants of the New Building **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for the Vendor and/or the Developer and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions as provided for in connection with the beneficial use and enjoyment of the said Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser **SUBJECT TO** the restrictions (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) **AND ALSO SUBJECT TO** the Purchaser making payment of the maintenance charges and other charges (hereinafter referred to as the **MAINTENANCE CHARGES** more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written).

II. AND THIS DEED FURTHER WITNESSETH that in pursuance of the said Development Agreement and in discharge of the obligation the Vendor at the request of the Developer has agreed to sell and transfer the undivided share and doth hereby release relinquish and disclaim all its right title interest into or upon **ALL THAT** the undivided impartible proportionate share in the land comprised under the said Building at the said premises attributable to the said Unit and the Properties Appurtenant Thereto (hereinafter referred to as the said **UNDIVIDED SHARE**).

III. AND THE DEVELOPER AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows: -

(a) **THAT** notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor and/or the Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit And The Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and/or the Developer now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Unit And The Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

(c) **THAT** the said Unit And The Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispendens debuttar or trust made or suffered by the Vendor and/or the Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Developer.

(d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Unit And The Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developer and/or the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

(e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Developer and/or Vendor or any person or persons lawfully or equitably claiming as aforesaid.

(f) **AND FURTHER THAT** the Developer and/or the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Unit And The Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser/s in the manner as aforesaid as shall or may be reasonably required.

(g) **THAT** the Vendor/Developer has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the said Unit And The Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

(h) **THAT** the Vendor do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser/s or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

IV. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE DEVELOPER AND THE VENDOR AND EACH ONE OF THEM RESPECTIVELY as follows: -

(a) **THAT** the Purchaser and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions regarding the user set forth in the **SEVENTH SCHEDULE** hereunder written.

(b) **THAT** the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied Building tax, Water Tax, Urban land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Unit and proportionately for the new Building as a whole and for the common parts and portions.

(c) **THE** Purchaser shall within six months from the date of execution of these presents shall apply for and obtain mutation of their names as the owners of the said Unit and the Properties Appurtenant Thereto from The Kolkata Municipal Corporation and shall also obtain separate assessment of the said Unit and the Properties Appurtenant Thereto and so long the said Unit and the Properties Appurtenant Thereto is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Developer and/or the Vendor and upon formation of the Association by such Association/ Society/ Service Company.

V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows: -

(a) **THAT** the Undivided share in the land comprised in the said Premises hereby sold and transferred and attributable to the said Unit shall always remain indivisible and impartible.

(b) The right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant Thereto.

(c) The said new Building and/or the Complex shall always be known as "**FORT KNOX**".

(d) At or before entering into these presents the Purchaser have made themselves aware that the said Unit is a part of the Office Area of the said New Building and the Purchaser agree to maintain the decency of the said **NEW BUILDING** and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said Office Area and the said New Building.

(e) The Purchaser shall make arrangements for obtaining separate electricity meter in her/his/its name for the said Unit from WBSEB/CESC and the Purchaser shall be liable and agree to regularly and punctually make payment of the electricity charges directly to WBSEB/CESC.

(f) The Vendor and the Developer will have the exclusive and unfettered right to exploit the open spaces of the said New Building including any other open parts and portions of the said Premises vertically or horizontally and the Purchaser hereby consent to the same.

VI. AND THE PURCHASER DO HEREBY FURTHER AGREE AND COVENANT WITH THE VENDOR AND THE DEVELOPER AND EACH ONE OF THEM RESPECTIVELY as follows: -

i) Until the formation of the Holding Organisation/Association/Society which may include a Service Company the Developer or any person authorised by the Developer shall continue to provide maintenance and services for the common parts and portions and security of the said New Building **SUBJECT HOWEVER** to the Purchaser regularly and punctually making payment of the maintenance and service charges to the Developer more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written.

ii) The Developer alone shall be entitled and the Purchaser hereby authorise the Developer to form the Holding Organisation/ Association/ Society and/or Service Company with such rules and regulations as the Developer shall think fit and proper and the Purchaser hereby further commits themselves to become joint members of the said Holding Organisation and to abide by the rules and regulations as may be framed from time to time.

iii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest at the rate of 24% per annum **PROVIDED HOWEVER** if the said default continues for a period of more than 30 days from the date of next payment becoming due then and in that event the Developer and/or the Holding Organisation/Association/Society Service Company as the case may be shall -

- a) discontinue the use of common services,
- b) discontinue the supply of water,
- c) prevent use of the lifts and Generators and such services shall not be restored until all the amounts together with interest shall be fully paid and shall be liable to pay such expenses for such disconnection period as well as reconnection charges as may be decided by the Developer and/or the Holding Organization.

iv) The amount, if any, deposited by the Purchaser as and by way of Sinking Fund/ Development Fund shall continue to remain with the Developer until such time the Holding Organisation/Association/Society/Service Company takes over and the said Sinking Fund/ Development Fund shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of municipal rates taxes and other outgoings including maintenance charges.

v) The right of the Purchaser shall remain restricted to the said Unit and in no event the Purchaser or any person claiming through them shall be entitled to stretch or expand its claims over and in respect of the other parts of the building **AND** the Purchaser hereby further covenant and assure that they shall not interfere with the rights of the Vendor and/or Developer in selling transferring leasing out or letting out the remaining unsold Units and to carry out repairs renovations and improvements in the said new building.

vi) The Purchaser agrees not to claim and hereby waives its right over and in respect of the Roof of the said New Building and in any event hereby agrees not to claim any right over and in respect of the said Roof or any part or portion thereof which shall continue to be the joint property of the Owner and the Developer who shall be entitled to use or permit to be used or to transfer the same or any part thereof to any other person and/or persons without any hindrance and/or obstruction by the Purchaser or any person and/or persons claiming through or under the Purchaser and the Purchaser hereby consents to the same.

vii) The right of the Purchaser shall remain restricted to the said Unit and the Purchaser shall not have any right over and in respect of the exterior walls of the corridors, passages, entrances and other open spaces in the said New Building and the same shall absolutely belong and/or vest in the Vendor and the Developer who shall be entitled to use or permit the same to be used for display, advertisements and/or hoarding and/or in such manner as the Vendor and the Developer in their absolute discretion shall deem fit and proper and the Purchaser hereby consents to the same.

viii) The Purchaser shall be liable to pay the electricity charges in respect of the electricity consumed on and from the said Unit as shall be recorded in the sub-meter plus transmission loss and other losses incidental thereto to the Developer and upon formation of the Holding Organisation to such Holding Organisation and/or Association without raising any objection whatsoever or howsoever and for due performance and observance shall keep in deposit an amount equivalent to three months of such electricity bill with the Developer who shall handover the same to the Holding Organisation upon its formation.

VII. AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that in the event of there being any breach of any of the terms and conditions herein contained and on the part of the Purchaser to be paid performed and observed and/or as regards determination of any right and/or liability and for remedying any breach of any of the terms and conditions herein contained and on the part of the Purchaser to be paid performed and observed then and in that event all disputes and differences between the parties hereto shall be referred to arbitration and the same will be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** that upon formation of the Holding Organisation if there shall be any dispute regarding payment of maintenance and other charges payable by the Purchaser or observance of any of the terms and conditions herein contained and on the part of the Purchaser to be paid performed and observed then and in that event too the same shall be referred to arbitration and the same will be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

- i) The Arbitrator shall have summary powers.
- ii) It will not be obligatory on the part of the Arbitrator to give a speaking and/or reasoned award.
- iii) The Arbitrator shall be entitled to lay down his own procedure.
- iv) It will not be obligatory on the part of the arbitrator to follow the principles laid down under the Indian Evidence Act.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Definitions)

In this Deed the following expressions shall have the meanings assigned to them as under: -

1.1 **VENDOR** shall mean the said **CAMAC PROPERTY** and shall include the present partner and/or partners and those who may be taken in and/or admitted as partner and/or partners and their respective heirs legal representatives executors administrators and assigns.

1.2 **DEVELOPER** shall mean the said **FORT PROJECTS PVT LTD** and shall include its successor and/or successors in office/interest and assigns.

1.3 **PURCHASER** shall mean the said **MR. HARSHAD AJMERA** and include his successor and/or successors in interest and assigns.

1.4 **NEW BUILDING** shall mean the new building situated at the said Premises consisting of basement, plus eight upper floors constructed on the said Premises in accordance with the plan sanctioned by the Calcutta Municipal Corporation (now known as Kolkata Municipal Corporation) with such modification variations permitted by the Kolkata Municipal Corporation and other authorities.

1.5 **COMMON PURPOSES** shall mean and include the purpose of upkeep management maintenance and protection of the common parts and portions and the purpose of regulating mutual rights and liabilities of the Vendors, Developer and/or occupants of the respective Units and all other purpose of matters in which the Vendor, Developer and occupants have common interest relating to the New Building.

1.6 **COMMON EXPENSES** shall mean the common expenses to be paid borne and contributed by the intending purchaser(s) in proportion to the area of their respective unit(s) for rendition of common services more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written.

1.7 **COMMON PARTS AND PORTIONS** shall mean and include Lobbies corridors staircases, hallways, passage-ways, pathways, lawns, driveways, lifts, lift-shafts, sub-stations, pump rooms, machine room overhead water tank underground reservoir, Generator, Generator room, common lavatories, deep tube well, and other facilities and spaces whatsoever required for maintenance and/or management of the new building to be determined/ provided by the Vendor and/or Developer in their absolute discretion at the time of making over of the possession of the said Unit more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.

1.8 **COMMON ELEMENTS** generally consist of improvements for the common use of all the Units or by all Unit Owners or which is necessary for, or convenient to, the existence, maintenance, management, operation or safety of the Property as a whole. Those portions of the Common Elements which serve or benefit all units are referred to as General Limited Common Elements more fully and particularly mentioned and described in Part II of the Ninth Schedule hereunder written and those portions of the Common Elements which serve or benefit some, but not all Units, or the use of which is restricted to some, Unit Owners, are in general referred to herein as '**Limited Common Elements**'. Those Limited Common Elements which serve or benefit exclusively the Showroom Units or the Owners thereof are referred to herein as '**SHOWROOM**

LIMITED COMMON ELEMENTS and those Limited Common Elements which serve or benefit exclusively the Office Units or the owners thereof, are hereinafter referred to as **OFFICE LIMITED COMMON ELEMENTS** (more fully and particularly mentioned and described in Part I of the Ninth Schedule hereunder written).

1.9 **PREMISES** shall mean ALL THAT the various pieces and parcels of land containing by admeasurements an area of 26 Cottahs 10 Chittacks and 6 Sq. ft. (be the same a little more or less) TOGETHER WITH the building and structures situated thereon, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.

1.10 **ROOF** shall mean the entire Roof of the said Building.

1.11 **SANCTIONED PLAN** shall mean the Building plan sanctioned by the Kolkata Municipal Corporation being Sanction Plan No. 50, Br. VII dated 28th September 2001 and shall include such modification or variation as made by from time to time.

1.12 **RESTRICTIONS** shall mean various restrictions regarding the user/ holding of the said Unit as hereinafter stated and more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written.

1.13 **SINKING FUND** shall mean the fund to be paid and/or contributed by each Unit Owner including the Purchaser herein towards sinking/reserve fund which shall be held by the Developer on account of capital expenses and after the said building is completed and possession is made over and upon formation of the Holding Organisation the said amount on account of the sinking fund shall be transferred to the such Holding Organisation.

1.14 **THE UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Unit No. 704 on the 7th floor of the building comprised in the Office Area containing by admeasurements 706 sq. ft. (super built area) (be the same a little more or less) TOGETHER WITH the undivided impartible proportionate share in the land comprised under the said Building at the said premises attributable thereto AND TOGETHER WITH the right of common uses in common parts and portions, more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written.

1.15 **SERVICE COMPANY/HOLDING ORGANISATION** shall mean the Company / Holding Company and its successor or successors in interest and assigns.

1.16 **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND** shall mean the undivided impartible indivisible proportionate share in the land comprised in the said Premises (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) and appurtenant to the said Unit and, inter alia, agreed to be sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the Covered Area of the said Unit and shall also include such shares appurtenant to all other Units comprised in the New building wherever the context so permits.

1.17 **SERVICE CHARGES/COMMON EXPENSES** shall mean the service / maintenance charges for the common parts portions areas facilities and/or amenities as may be incurred by the Vendor and/or the Developer and/or Service Company

incorporated for the said purpose including providing services, making such provisions or incurring expenses in respect of future provisions of the services as the Vendor / Developer/Service Company may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Vendor and/or the Developer and/or the Holding Organisation in their absolute discretion.

- 1.18 Singular number shall include plural number as well.
- 1.19 Masculine gender shall include feminine and neutral genders as well.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The Said Premises)

ALL THAT the pieces and parcels of land containing by estimation an area of 26 Cottahs 10 Chittacks and 6 Sq. ft. (be the same a little more or less) **TOGETHER WITH** all that building and structures situated thereon situate lying at and being Municipal Premises No.6 Camac Street (now known as Abanindranath Tagore Sarani) P.S. Shakespeare Sarani, Kolkata – 700 016 and butted and bounded in the manner following: -

- | | |
|---------------|--|
| ON THE NORTH: | By Premises No. 5 Camac Street |
| ON THE SOUTH: | By Premises No. 7 Camac Street |
| ON THE EAST: | By Camac Street |
| ON THE WEST: | Partly by Premises No. 11 Pretoria Street and partly by No. 12 Pretoria Street, Kolkata. |

THE THIRD SCHEDULE ABOVE REFERRED TO
(The Said Unit & The Properties Appurtenant Thereto)

ALL THAT the Unit No. 704 on the 7th floor of the said new building comprised in the Office Area in the said Premises commonly known as **FORT KNOX** containing by admeasurements 706 sq. ft. (super built area) (be the same a little more or less) and **TOGETHER WITH** the undivided proportionate share in the land attributable thereto (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon).

THE FOURTH SCHEDULE ABOVE REFERRED TO
(The Common Areas, Parts & Portion)

COMMON INSTALLATIONS AND AREAS

1. The foundations, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exists and pathways.
2. Drains and sewers from the premises to Municipal ducts.

3. Water, sewerage and drainage evacuation pipes from the flats to drains and sewers common to the premises.
4. Toilets in the ground floor of the premises for the use of Durwans/Servants of the Premises.
5. Boundary walls of the premises including outer side of the walls of the said building and main gates.

COMMON PARTS

1. Water pump motor with installations.
2. Tube well, water pump, overhead water tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.
3. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and space required thereto.
4. Central fire fighting equipment and installations.
5. Aluminium windows and other fittings of the common area of the premises.
6. Generator, with its installations.
7. Lifts and their accessories, installations and space required therefore.
8. Closed Circuit T.V., intercoms and its installations.
9. Save and except the space occupied by Generator, Transformer, A.C. Plant Room all open spaces and portions of the building shall absolutely belong to the Vendor/Developer who shall be absolutely entitled to deal with and transfer the same without any objection or interference from the Purchaser or any person claiming through them.

THE FIFTH SCHEDULE ABOVE REFERRED TO **(Easements or Quasi-Easements)**

(The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Vendor and/or the Society and/or the Association of Co-owners and/or the Service Company of the New Building).

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said Unit) of

the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the New Building by all parts of the said Unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.

4. The right by the Vendor and/or the Developer and/or occupier or occupiers of other part or parts of the New Building for the purpose of ingress and egress to and from such other Part or parts of the New Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the New Building.

5. The right of the Vendor/ Developer/Service Company or its authorised agents with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Vendor/Developer/Service Company and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(EASEMENT OR QUASI EASEMENT AND PROVISIONS FOR THE PURCHASER FOR BENEFICIAL USE OF THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Developer and/or the Vendor the rights easements, quasi-easements privileges and appurtenances hereinbefore (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereinabove written).

2. The right of access and passage in common with the Vendor and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other common areas installations and facilities in the New Building and the Said Premises.

3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways of the building comprised in the said Premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or their servants agents employees and invitees of the Purchaser to obstruct in any way by

vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Developer/ the Society/ Service Company along such drive way and path ways as aforesaid

4 The right of support shelter and protection of the said Unit by or from all parts of the New Building so far they now support shelter or protect the same

5 The right of passage in common as aforesaid electricity water and soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the New Building and the said Premises so far as may be reasonably necessary for the beneficial occupation of the said Unit and for all purposes whatsoever

6 The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the said Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Vendor and occupiers of the other units and portion of the Building

THE SEVENTH SCHEDULE ABOVE REFERRED TO **(Restrictions / House Rules)**

1 As from the date of possession of the said Unit at the Office Area the Purchaser shall hold the said Unit subject to the user and/or restrictions herein contained and in no event the Purchaser shall violate and/or permit to be violated such house rules and/or user and/or restrictions herein provided.

As from the date of possession of the said Unit the Purchaser agree and covenant -

i) Subject to the Purchaser obtaining at its own expense all necessary licences, permits and/or approvals from the relevant authorities for the purposes of its business, the Purchaser shall use of the said Unit only for the purpose of office lying at the Office Area.

ii) The Purchaser shall not do or permit to be done anything upon the said Office and/or premises which may become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to or give cause for reasonable complaint from the Vendor and/or Developer and/or Holding Organisation or its other occupiers and/or occupiers of neighbouring premises.

iii) The Purchaser shall not use the Premises and/or Office for storage of any dangerous, noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose and shall not store or permitted to be stored any arms, ammunition or unlawful goods, gunpowder, salt-petre, kerosene, chemicals or any explosive, combustible or hazardous substance or material and shall keep the said Office securely fastened and locked at all times when they remain unattended and shall not allow any person or persons to sleep on the premises and/or the unit nor keep any animals or reptiles on the said Unit at the Office Area and/or the said Premises

iv) The Purchaser shall not affix erect attach paint or exhibit or permit or suffer so to be upon any part of the exterior of the said Office and/or Premises any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other

thing whatsoever save and except such as have been previously approved in writing by the Vendor and/or Developer nor shall erect or install on the windows of the said Office and/or premises any glass panel, any sign device furnishing ornament or object which is visible from outside which in the opinion of the Vendor and/or Developer is incongruous or unsightly or may detract from the general appearance of the premises.

v) The Purchaser shall not block up or darken or obstruct or obscure any of the windows or lights belonging to the said Office and/or Premises and/or to any part of the Building and shall not cover or obstruct any ventilating shafts or inlets or outlets and shall keep the said Office well and sufficiently lighted through the hours of business.

vi) The Purchaser shall be required to maintain the interior of the Office to the standard normally expected of a Shopping Mall/Shopping and shall ensure that proper and adequate fire extinguishers and/or fire fighting or protecting equipment is installed in the said Office and shall strictly adhere to and promptly comply with any security or fire safety regulations which may be prescribed from time to time by the competent authorities.

vii) The Purchaser shall not place or leave outside the said Unit at the Office Area and/or the Premises packages boxes or crates or any description or parcel of goods or articles of any description and to carry out all unpacking of goods within the premises.

viii) The Purchaser shall not place or take into the lifts or on to the escalations without prior approval of the Developer/Holding Organisation any baggage, furniture, heavy articles or other goods.

ix) The Purchaser shall use the said Unit lying at the Office Area only for the purpose of offices and shall not carry the business of selling, displaying, marketing and vending of the products or whatsoever for which the Showroom Area is reserved for.

2. NUISANCE

The Purchaser shall not do or permit or suffer to remain upon the Office/Premises anything which may be or become or cause a nuisance, disturbance, inconvenience, injury or damage to or give cause for reasonable complaint from the Vendor, Developer or its tenants or the other occupiers of neighbouring premises.

3. AUCTION/PROHIBITED TRADE

3.1 The Purchaser shall: -

i) Not to use the said Unit at the Office Area for business of selling, displaying, marketing and vending of the products or whatsoever for which the Showroom Area is reserved for or sale by auction or for any dangerous, noxious, noisy or offensive trade or business, nor for any illegal or immoral act or purpose.

ii) Not to store or bring upon any part of the Office and/or the building arms, ammunition or unlawful goods, gunpowder, salt petre, kerosene, chemicals, gases or any explosive, combustible or hazardous substance of materials.

- iii) Not to tout or permit its agents invitees and licensees to tout or to use freeland touts in the public area of the building.
- iv) Not without the prior consent of the Vendor/Developer and/or the Holding Organisation in writing, the Purchaser shall use the name or the building or any picture or likeness of the building or premises or trading name for any advertising or purpose other than as the address and place of business of the Purchaser. For the purpose of seeking the Developer/Vendor and/or the Holding Organisation's consent, the Purchaser shall submit to the Developer/Vendor and/or the Holding Organisation's as the case may be all dockets, vouchers, catalogues, advertisements or sales promotion materials incorporating references to and illustrations or sketches of the building.
- v) In all advertisements in newspapers, magazines, radio, television, directories, pamphlets or other media or other communications bearing or which may include the building's name or business mark, the Purchaser shall use only pre-approved formats (by the Developer) for the Purchaser's name or business mark to ensure consistency in treatment of brand name/logo in terms of size, colour and positioning statement.
- vi) If any of the Purchaser's advertisement contravenes any rule, standard or regulation, the Purchaser shall immediately cease such advertisement.
- vii) Unless otherwise stipulated by the Developer the Premises shall remain open for business between the hours of
 - From --- a.m. to ----p.m. on ----- to -----
 - From --- a.m. to ----p.m. on ----- to -----
 - From --- a.m. to ----p.m. on ----- to -----
- viii) To keep clean and in good order and repair (including making good all damage) all laboratories toilets taps wash basin and water closet sinks cisterns fittings and apparatus within or exclusively serving the premises.
- ix) Shall not affix erect attach paint or exhibit or permit or suffer so to be upon any part of the exterior of the premises of any part of the building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Vendor/Developer and/or Holding Organisation as the case may be at the Purchaser's cost and expenses.
- x) Not to erect or install on the windows of the Office or on any glass panel, any sign, device, furniture ornament or object which is visible from outside the Office, which, in the opinion of the Vendor/Developer and/or Holding Organisation as the case may be is incongruous or unsightly or may detract from the general appearance of the building.
- xi) Not to permit or to keep any article chair table nor permit any person to sit in the corridor and/or passageways and in the event of doing so the Vendor/Developer and/or Holding Organisation as the case may be without any notice will be entitled to remove the same and the Purchaser hereby consents to the same.
- xii) **SHOP FRONT** - Not to change or in any way vary the shop front and the entrance door provided or approved by the Vendor/Developer for access to the Premises and not to install locks, bolts or other fittings to the said entrance door additional to those supplied or approved by the Developer or in any way to cut or alter the said entrance door

without first having obtained the written consent of the Vendor/Developer and/or Holding Organisation as the case may be (such consent not to be unreasonably withheld).

xiii) **INSURANCE** – The Purchaser shall not permit or suffered to be done anything whereby the policy or policies of insurance on the building or the premises and/or the Unit/Office against loss damage by fire or other risks may be rendered void or voidable or whereby the rate of premium thereon may be increased to make good all damages suffered on demand all sums paid by way of increased premiums and all other expenses relating to renewal of such policies rendered necessary or by a breach or non-observance of this covenant without prejudice to any other right of the Developer/Holding Organisation.

xiv) The Purchaser shall insure and keep insured all equipment and other property against damage by fire and other such risks.

4. The Purchaser shall -

(a) Co-operate with the other Co-Purchaser and in the management and maintenance of the said building.

(b) To observe the rules framed from time to time by the Service Company.

(c) To use the said Unit for the purpose of office and/or any other commercial purposes but not to carry out any activity or business of selling, displaying, marketing and vending of the products or whatsoever for which the Showroom Area is reserved for without the consent in writing of the Vendor and/or the Developer.

(d) To allow the Vendor and/or the Developer with or without workmen to enter into the said Unit for the purpose of maintenance and repairs.

(e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Unit and proportionately for the building and/or common parts/areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation of the Holding Organisation to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Unit has been taken or not by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Developer and upon formation of the Holding Organisation to such Holding Organisation.

(f) To deposit the amounts reasonably required with the Developer and upon the formation of the Holding Organisation with such Holding Organisation towards the liability for rates and taxes and other outgoings.

(g) To pay charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.

(h) Not to subdivide the said Unit and/or the Parking Spaces if allotted or any portion thereof.

(i) Not to do anything or prevent the Developer from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Unit.

- (j) To maintain or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the building.
- (k) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit or in the compound or any portion of the building.
- (l) Not to store or bring and allow to be stored in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (m) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- (n) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or any open passages or amenities available or in any manner interfere with the use and rights and enjoyment thereof for common use.
- (o) Not to damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
- (p) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
- (q) Not to install grills the design of which have not been approved by the Architect.
- (r) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (s) Not to make in the said Unit any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the Kolkata Municipal Corporation and/or any concerned authority as and when required.
- (t) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (u) Not to use the said Unit or permit the same to be used for any purposes whatsoever other than as a showroom and shall not use the same for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purposes.
- (v) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Holding Organisation and after the Holding

Organisation is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organisation. The Purchaser agrees that: -

- (i) The Purchaser shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the **EIGHTH SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Developer to be payable from the date of possession to the Developer and upon formation and transfer of management of the building to the Holding Organisation such payments are required to be made without any abatement or demand.
- (ii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Unit only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building to the Holding Organisation in terms of these presents, the employees of the Developer such as watchmen, security staff, liftmen, etc. shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment with the Developer and the Purchaser shall not be entitled to raise any objection thereto and hereby consent to the same.
- (iii) To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.
- (iv) So long as each Unit in the said Premises shall not be separately mutated and assessed the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Developer, such proportion is to be determined by the Developer on the basis of the area of such Unit in the said Building.
- (v) If the Purchaser fail to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of 2% per month and further that such amount remains unpaid for sixty days, the Developer or the Service Company shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Unit such as water supply, electricity connection, use of lifts, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

5. The Purchaser has further agreed that: -

- i) The right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- ii) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.
- iii) The Developer shall be absolutely entitled to the open spaces and shall be entitled to transfer the same to any person or persons and/or deal with the same as the Developer in its discretion shall think fit and the Purchaser hereby consent to the same.
- iv) The right of the Purchaser shall remain restricted to the said UNIT AND THE PROPERTIES APPURTENANT THERETO and in no event the Purchaser

shall have any right over and in respect of the various parts and portions of the said new building and/or the other buildings including the open spaces IT BEING EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO that the Vendor and/or the Developer will have the exclusive and perpetual right to use the said open spaces in the said New Building in perpetuity.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. All costs of maintenance, operation, repairs, replacement, servicing cleaning, white washing and painting the building, reconstruction, decorating or redecorating of all common areas/parts, its fixtures and fittings, electrical wiring and equipments in under or upon the building for enjoyment or used in common by the occupiers of the building and all such parts of the property as are usually are or ought to be.
2. The salaries, wages, remuneration and other expenses incurred or payable to any person employed for common purposes including security men, electrician, maintenance, common paths, driveways, plumber, administrative staff, accountant, clerks, gardeners, sweepers, liftmen etc. and also paying for such workers as may be necessary in connection with the upkeep of the property.
3. Expenses for cleaning, repairing or replacing any gadgets, equipment, plants, machinery, generator air conditioning plant etc installed in the said Premises.
4. Insurance premium paid to insurance company for insuring the said Premises, plants machinery, equipments, lifts etc. against any risk from time to time.
5. Expenses for supply of common utilities like electricity and water charges payable to any concerned authorities and payment of all charges incidental thereto.
6. Payment of all rates, taxes, charges and outgoings whatsoever (whether Central, State or Local) assessed charged or imposed upon or payable in respect of the building or any part thereof save those would be separately assessed and or incurred in respect of any Unit.
7. All costs and expenses incurred for abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual flat or any individual occupier of any Unit.
8. Maintenance fund, sinking fund and other contributions.
9. Operational and maintenance costs of closed circuit T.V., intercoms and its installations.
10. All such other expenses and outgoings as are deemed necessary or essential by the Developer/Builder and/or Association/Society/Service Company.

THE NINTH SCHEDULE ABOVE REFERRED TO

PART - I

OFFICE LIMITED COMMON ELEMENTS shall consist of the following portions of the Common Elements which are designated as office Limited Common Elements, the use of which is restricted to the exclusive use of the Office Unit Owner, its employee, tenants, licensees invitees, agents.

- i) All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such services which exclusively serve or benefit the Commercial Unit, whether located in Common elements or in other Units.
- ii) All tanks, pump, motors, fans, compressors and control equipment which exclusively serve the Commercial Unit, whether located in Common Elements or in other Units.
- iii) All mechanical, electrical, plumbing or HVAC equipment (including their related wires, pipes, conduits, ducts and similar appurtenances) which located in Common Elements or in other units and
- iv) Condenser water pumps for the chilled water system, including pump, motors, piping and controls located in the sub cellar mechanical room which exclusively serve or benefits the Office Unit

PART - II

GENERAL COMMON ELEMENTS shall consist of the following parts and portions of the common elements such as pathways, staircases, driveways, water tank under ground / over head, security room, HT Line, Generator, Transformer, Drainage line / sewerage line, water line and such general common elements will remain common for all occupiers in the said buildings for all segments and the Purchaser will be liable to pay and contribute for maintenance and other expenses including repairs, replacement and/or improvement as may be necessary and/or required from time to time.

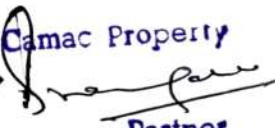
The cost of maintenance, repair and replacement of the General Common Elements will be borne by all Units Owners as General Common Expense of the Condominium in proportion to their respective common interest.

The cost of maintenance, repair and replacement of the Limited Common Element generally, will be borne by all unit owners to whose units such Limited Common Elements are appurtenant in proportion to their respective relative interests in the Common Elements.

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

SIGNED SEALED AND DELIVERED by the
VENDOR at Kolkata in the presence of:

Nitish Kahlal
59C Chowringhee Rd
KOL-20
Amitabha Chakrabarti
59C, Chowringhee Rd, Kol-20

For Camac Property

Partner

SIGNED SEALED AND DELIVERED by the
DEVELOPER at Kolkata in the presence of:

Nitish Kahlal
Amitabha Chakrabarti

FOOT PROJECTS PVT. LTD.

Director

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of:

Nitish Kahlal,
Amitabha Chakrabarti

 Harshad Asmera

RECEIVED of and from the withinnamed **PURCHASER** the within-mentioned sum of Rs 14,12,000/- (Rupees Fourteen Lakhs Twelve Thousand only) being the total consideration money payable under these presents as per memo below: -

MEMO OF CONSIDERATION

Pay Order No.	Date	Bank	Amount (Rs.)
034906	15.06.2006	H.S.B.C	14,12,000/-

TOTAL

14,12,000/-

WITNESSES:

Nitish Kulkarni
Amitabha Chakrabarti

DEVELOPER **PROJECTS PVT. LTD.**

Director

DRAFTED AND PREPARED
 in my Office

R. L. GAGGAR
 SOLICITOR & ADVOCATE
 HIGH COURT, KOLKATA



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name

Signature



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left hand					
right hand					

Name VINAY KATHORIA

Signature



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left hand					
right hand					

Name HARSHAD AJMERIA

Signature Harshad Ajmera

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left hand					
right hand					

PHOTO

 DATED THIS THE 11th DAY OF December 2007

BETWEEN

CAMAC PROPERTY
 ... VENDOR

AND

FORT PROJECTS PVT LTD
 ... DEVELOPER

AND

HARSHAD AMERA
 ... PURCHASER

DEED OF CONVEYANCE

UNIT NO. 704 on the 7th FLOOR
 Comprising in
 OFFICE AREA

MIR R. L. GAGGAR
 SOLICITOR & ADVOCATE
 6, OLD POST OFFICE STREET
 KOLKATA 700 001

