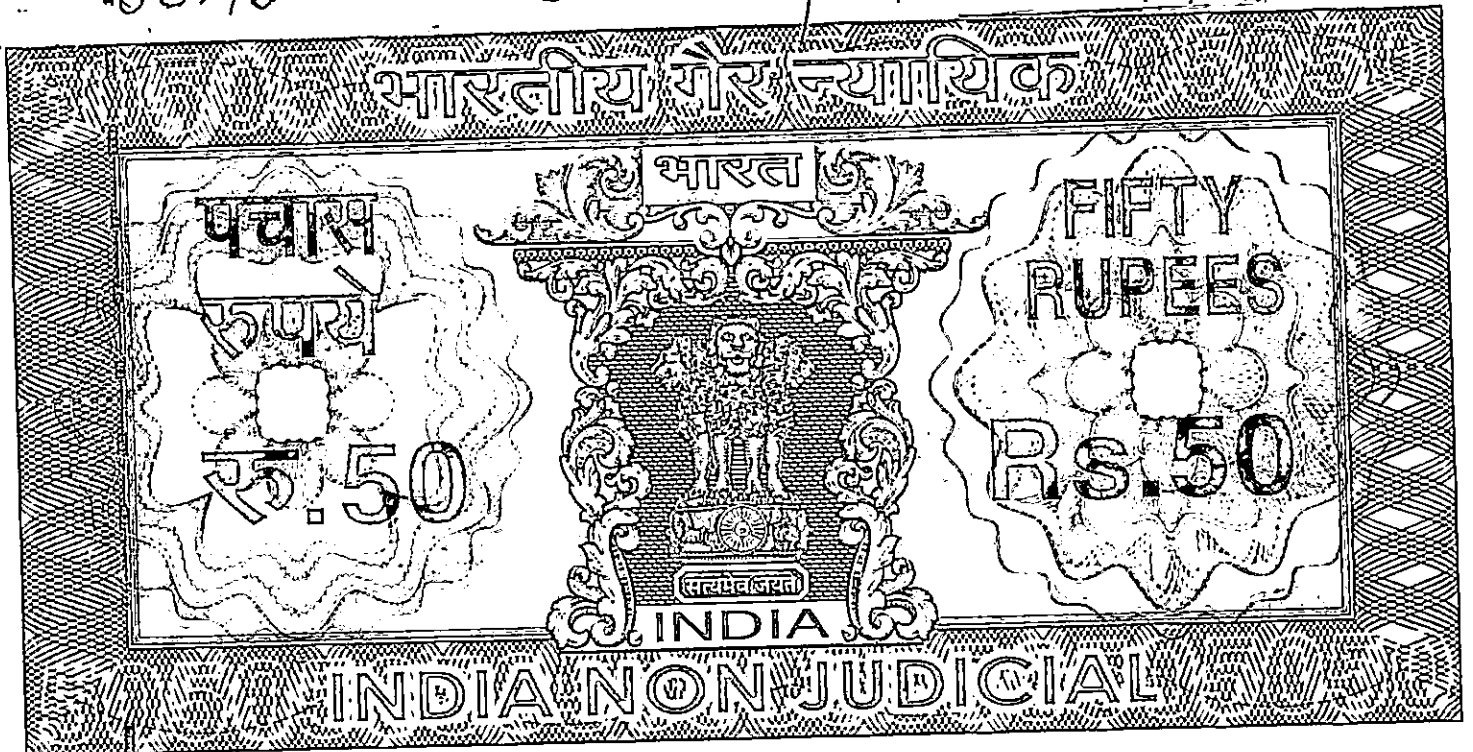


108295

VC-2524/12 / - 7994/12

Deed no. -



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

L 246051

Certified that the document is admitted to registration, the stamp sheets and the endorsement are attached with the document are the past of the document.

*[Signature]*  
District Sub-Register-III  
Alipore, South 24 parganas

29.08.2012

THIS INDENTURE OF CONVEYANCE is made this the 29th day of August TWO THOUSAND TWELVE BETWEEN SAB DEVELOPERS a partnership firm carrying on business at No. 27 Christopher Road, Kolkata 700 046 represented by its Partner Shri Harish Singhania son of Late K. D. Singhania hereinafter referred to as the VENDOR (PAN No. ABJFS0742F) (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/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on business under the name and style of SAB Developers and their respective heirs, legal representatives, executors administrators and assigns) of the FIRST PART

Susma Thard

Kali el Agn

Kali el Agn

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**FOR AGW REALTORS PVT. LTD.**



Very truly  
yours

24 AUG 2017

Subordinate Membership  
**Advocate**  
High Court at Calcutta

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 16  
Page from 9273 to 9299  
being No 07994 for the year 2012.



*Rajendra Prasad Upadhyay*  
(Rajendra Prasad Upadhyay) 03-September-2012  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R. - III SOUTH 24-PARGANAS  
West Bengal

**D.S.R.-III**  
South 24 Parganas  
Alipore





**Government Of West Bengal**  
**Office Of the D.S.R. - III SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 07994 of 2012**  
**(Serial No. 08295 of 2012)**

**On**

**Payment of Fees:**

**On 24/08/2012**

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

Presented for registration at 17.10 hrs on :24/08/2012, at the Private residence by Shri Harish Singhania , one of the Executants.

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

Execution is admitted on 24/08/2012 by

1 Shri Harish Singhania

Partner, Sab Developers, 27, Christophar Road, Kolkata, Thana:-Topsia, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046.

By Profession : Business

2 Shri Kalicharan Agarwalla

Director, Agw Realtors Pvt. Ltd., 1, Sarojini Naidu Sarani, Kolkata, Thana:-Shakespear Sarani, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700017.

By Profession : Business

3 Mr. Susma Thard, son of Sri Dhiraj Thard , E. K. T A Floral, 27, Christophar Road, Kolkata, Thana:-Topsia, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700046, By Caste Hindu, By Profession : Others

Identified By Subhudeep Mukhopadhyay, son of . . , High Court Calcutta, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

**On 27/08/2012**

**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.-72,08,000/-

Certified that the required stamp duty of this document is Rs.- 504580 /- and the Stamp duty paid as: Impressive Rs.- 50/-



( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

29/08/2012 5:14:00 PM

EndorsementPage 1 of 2





**Government Of West Bengal**  
**Office Of the D.S.R. - III SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 07994 of 2012**  
**(Serial No. 08295 of 2012)**

**On 29/08/2012**

**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, 4 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs 0.00/-, on 29/08/2012

Amount by Draft

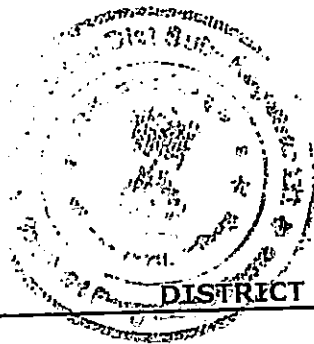
Rs. 79323/- is paid , by the Bankers cheque number 060603, Bankers Cheque Date 27/08/2012, Bank Name State Bank of India, ELLIOT ROAD, received on 29/08/2012

Under Article : A(1) = 79277/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 29/08/2012 )

**Deficit stamp duty**

Deficit stamp duty Rs. 504580/- is paid, by the Bankers cheque number 060602, Bankers Cheque Date 27/08/2012, Bank Name State Bank of India, ELLIOT ROAD, received on 29/08/2012

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS



**( Rajendra Prasad Upadhyay )**  
District Sub-Registrar - III  
South 24 Parganas  
**DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**  
EndorsementPage 2 of 2

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AND

SMT. SUSMA THARD (PAN NO. AERPM8424 M ) wife of Sri Dhiraj Thard, by faith : Hindu, Citizen of India, residing at EKTA Floral, 27, Christopher Road, Kolkata - 700046, hereinafter referred to as the **BUYER/PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal representatives, executors, administrators and permitted assigns) of the **SECOND PART**

Susma Thard

AND

**AGW REALTORS PVT LTD** a company within the meaning of the Companies Act 1956 having its Registered Office situated at 1 Sarojini Naidu Sarani, Kolkata - 700 017 represented by its Director Shri Kalicharan Agarwalla son of late Sagarmal Agarwalla hereinafter referred to as the **CONFIRMING PARTY** (PAN No. AACCA6217E) (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 **THIRD PART**

**WHEREAS :**

- A) In pursuance of an Order passed by the Hon'ble High Court, Calcutta, by a Registered Deed of Conveyance dated 9<sup>th</sup> June 2006 made between Sur Enamel and Stamping Works (P) Limited therein referred to as the Vendor of the One Part and AGW Realtors Pvt Ltd therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No.1 Being Deed No. 10084 for the year 2006 the said AGW Realtors Pvt Ltd purchased and acquired ALL THAT the divided and demarcated portion of Municipal Premises No. 21 Seal Lane, Kolkata 700 046 containing by estimation an area of 7 Bighas 9 cottahs 2 chittacks and 1 sq.ft. (be the same a little more or less) TOGETHER WITH all buildings, and other structures standing thereon (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written) AND SECONDLY ALL THAT the entirety of Municipal Premises No. 27 Christopher Road, Kolkata 700 046 containing by estimation an area of 7 Bighas 10 cottahs 13 chittacks and 44 sq.ft. (be the same a little more or less) TOGETHER WITH all buildings and other structures standing thereon (more fully and particularly mentioned and described in PART II of the SECOND SCHEDULE hereunder written) for the consideration and on the terms and conditions contained and recorded in the said Indenture.
- B) The said AGW Realtors Pvt Limited caused the said two properties being Part I and Part II of the Second Schedule Properties to be amalgamated and upon such amalgamation the same has been renumbered as Municipal Premises No. 27 Christopher Road, Kolkata 700 046 (more fully and particularly mentioned and described in PART III of the SECOND SCHEDULE hereunder written and hereinafter referred to as the said PREMISES).
- C) The said AGW Realtors Pvt Ltd for the purpose of development and/or commercial exploitation of the said Premises caused a map or plan being Building Permit No. 2006070221 dated 23<sup>rd</sup> March 2007 to be sanctioned by Kolkata Municipal Corporation and/or other concerned authorities (hereinafter referred to as the said PLAN).

Susma Thard



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- D) For the purpose of undertaking development of the said premises the said AGW Realtors Pvt Ltd, the Confirming Party herein, caused a partnership business to be formed under the name and style of SAB DEVELOPERS and the said Premises together with the benefit of the said Original Plan was brought in and/or formed part of the assets and properties of the said SAB DEVELOPERS, the Vendor herein and the Confirming Party is one of the partners of the partnership business of SAB DEVELOPERS.
- E) Subsequent to the sanction of the said Plan, the Vendor in the name of the Confirming Party caused a revised and/or modified plan to be sanctioned by the authorities concerned and such revised and/or modified plan has been numbered as 2010070020 dated 5<sup>th</sup> May 2010 whereby in addition to the several storeys which were permitted to be constructed in terms of the said Plan, the Vendor became entitled to construct two additional storeys and/or floors being part of the said PLAN.
- F) In pursuance of the above sanctioned Plans the Vendor has become entitled to construct a new building at the said Premises comprising of basement plus ground plus sixteen upper floors and the said new building is to comprise of various self contained flats, units, apartments, constructed spaces and car parking spaces which are to be held and/or enjoyed by various persons on ownership basis for residential purposes (hereinafter referred to as the RESIDENTIAL AREA) and a part or portion of the ground floor of the said new building has been sanctioned for commercial purposes (hereinafter referred to as the COMMERCIAL AREA).
- G) By an agreement entered into between the parties hereto, the Vendor agreed to sell and transfer and the Purchaser agreed to purchase and acquire on ownership basis free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments trust of whatsoever nature ALL THAT the said FLAT/UNIT morefully and particularly described in the THIRD SCHEDULE hereunder written at and for the consideration and on the terms and conditions herein appearing.
- H) The Vendor has since constructed erected and completed the said New Building in accordance with the said Plan.
- I) The Purchaser from time to time has made full payment of the amount of consideration agreed to be paid in terms of the said Sale Agreement and has also made payment of various amounts as and by way of advances and/or deposits including the amount due and payable on account of the Sinking Fund and has now requested the Vendor to execute the Deed of Conveyance in respect of the said Flat/Unit and the Properties Appurtenant Thereto which the Vendor have agreed to execute subject to the terms and conditions hereinafter appearing.
- J) At or before execution of this Deed the Purchaser
- i) Has fully satisfied himself/herself/itself as to the title of the Vendor.
  - ii) Acknowledges that the said Flat/Unit has been constructed in accordance with the said Plan.
  - iii) Has fully satisfied himself/herself/itself as to the total super built up area comprised in the said Flat/Unit.
  - iv) Has inspected the plan sanctioned by Kolkata Municipal Corporation.
  - v) Is fully satisfied as to the workmanship of the said Building and/or Flat/Unit.
  - vi) The area and other dimensions and specifications of the said Flat/Unit agreed to be owned and/or acquired by the Purchaser.

*Susma Thard*



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- vii) As to the structural stability of the new building.
- viii) Covered/open car parking spaces allotted to the various person and/or reserved by the Vendor.
- ix) Acknowledges that the common parts and portions are to remain common and is to remain available for common use and enjoyment of the various owners and/or occupiers of the said new building including the owners and/or occupiers of the Commercial Area.  
And has agreed not to raise any objections whatsoever or howsoever
- K) In this Deed certain expressions have been assigned as they would appear from the FIRST SCHEDULE hereunder written.

**NOW THIS INDENTURE WITNESSETH as follows:**

- I. In pursuance of the said **SALE AGREEMENT AND** in consideration of a sum of Rs. 44,89,760/- (**Rupees Forty Four Lacs Eighty Nine Thousand Seven Hundred Sixty Only**) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution hereof (the receipt whereof the Vendor 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 Flat/ Unit hereby intended to be sold and transferred) the Vendor doth hereby sell transfer convey assure and assign and assure unto and in favour of the Purchaser. **ALL** that the **Unit/Flat No. B on the 3<sup>rd</sup> Floor in Block No. 5** of the said new building containing a built up area of **1250 sq. ft.** and the proportionate share in common area being **363 sq. ft.** more or less more fully and particularly mentioned and described in **PART I** of the **THIRD SCHEDULE** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in color Red thereon and right to park one or more car of medium size in or portion of the car parking space, if so specifically and expressly mentioned and described in **PART II** of the **THIRD SCHEDULE** hereunder written together with the undivided impartible proportionate share in the land underneath the building comprised in the said premises attributable to the said Unit/Flat and together with the proportionate share into or upon the common area and/or utilities and/or facilities in the said premises (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) all of which are hereto before as well as hereinafter collectively referred to as the said Unit/Flat **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, the co-Purchasers and the owners and other lawful occupants of the Premises subject to payment of the proportionate share of 'maintenance charges' **EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for the Vendor 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 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

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thereof unto and to the use of the Purchasers **SUBJECT TO** the restrictions and/or Rules regarding the user of the said **UNIT** (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 payable in respect of the Said Unit And the Properties Appurtenant thereto to the Holding Organization (hereinafter referred to as '**SERVICE COMPANY**') (more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written to the **SERVICE COMPANY**).

**II. AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES hereto as follows**

- i) That the right of the Purchaser shall remain restricted to the said Flat/Unit
- ii) That the Undivided Share appurtenant to said Unit/Flat shall always remain impartible and indivisible
- iii) That the Purchaser shall regularly and punctually make payment of the maintenance charges and other outgoings wholly in respect of the said Flat/Unit and proportionately for the common parts and portions to the Vendor and upon formation of the Holding Organisation and/or appointment of the Facility Manager to such Holding Organisation and/or Facility Manager as the case may be

**III. AND THE VENDOR HEREBY COVENANTS 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 is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat/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 now has in itself good right full power and absolute authority to grant convey transfer sell and assign the Said Flat/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 Flat/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 or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.
- d. THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat/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 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 Vendor or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat/Unit And

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The Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser 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 Flat/Unit And the Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

- g. THAT the Vendor has not at any time heretofore done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Flat/Unit and the properties Appurtenant thereto hereby sold 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 doth 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 or to his/her 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 there from 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 FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR as follows:**

- (a) THAT the Purchaser and all other persons deriving title under these presents it shall and will at all times hereafter shall observe the restrictions/ Rules 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 and the said premises as a whole and for the common parts and portions.
- (c) THE Purchaser shall within three months from the date of execution of these presents shall apply to for obtaining mutation of his/her/their/its name as the owner of the Said Unit from the Kolkata Municipal Corporation and shall also obtain separate assessment of the Said Unit and so long the Said Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, Complex such amount to be determined in its absolute discretion by the Vendor and upon formation of the Association by such Association/ Society/ Service Company.

*Susma Thard*



  
Sd/- Registrar :  
South 24 Parganas

24 AUG 2012

**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 underneath the building/ Complex 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 it is hereby expressly agreed that the roof/ terrace and other open spaces of the Said new Building(s) shall be the absolute property of the Vendor and/or the respective Owners to whom the roof/ terrace and other open spaces has been allotted and the Purchaser or any person claiming through them shall not have any right or claim in respect thereof.
- c. The said new Building shall always be known as 'EKTA FLORAL.'
- d. At or before entering into these presents the Purchaser has made himself/herself aware that the said New Building is a residential building and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building(s)/ complex.
- e. The Vendor has already applied to CESC and other authorities for providing meters for each of the said Flats/Units forming part of the said New Building and the Purchaser shall regularly and punctually make payment of the electricity charges as may be recorded in such meters.
- f. The Purchaser hereby acknowledges that the House Rules (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) is for the benefit of all the occupants of the said new building and taking into account that such House Rules is for the benefit of all the occupants the Purchaser agrees not to contravene any of the terms and conditions of the House Rules and agrees to abide by the same.
- g. The Purchaser further acknowledges that a part of the said new building has been sanctioned for commercial purposes as above (hereinafter referred to as the COMMERCIAL AREA) and that the owners and/or occupants of the said Commercial Area will have the same right to use and enjoy all common facilities and/or amenities comprised in the said new building in common with others without any hindrance or obstruction by the Purchaser or any person and/or persons claiming through or under him/her/it and the Purchaser hereby consents to the same.
- h. The Purchaser acknowledges that the Vendor and the Confirming Party and/or their associates and/or affiliates are likely to acquire contiguous and/or neighboring premises for the purpose of undertaking development thereof and as such the Purchaser consents to the Vendor and/or the Confirming Party permitting the use of the various facilities, amenities and utilities available at the said Premises by the owners and/or occupiers of the new buildings to be constructed on such neighboring and/or contiguous premises who shall be entitled to have the right of ~~waived~~ <sup>waived</sup> and in respect of a part or portion of the said premises for the purpose of ingress and egress from time to time.

Susma Tharal



~~SECRET~~  
Director South 24 Parganas  
24 DEC 2012

**VI. AND THE PURCHASER DO HEREBY FURTHER AGREE AND COVENANT WITH THE VENDOR as follows:**

- a. Until the formation of the Holding Organization/ association/ Society which may include a Service Company the Vendor or any person authorized by the Vendor shall continue to provide maintenance and services for the common parts and portions SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written.
- b. The Vendor alone shall be entitled and the Purchaser hereby authorize the Vendor to form the Holding Organization/ Association/Society and/or Service Company with such rules and regulations as the Vendor shall think fit and proper and the Purchaser hereby further commits himself/ herself/ themselves to become a member(s) of the said Holding Organization and to abide by the rules and regulations as may be framed from time to time.
- c. 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 18% per annum PROVIDED HOWEVER if the said default shall continue for a period of more than 30 days from the date of next payment becoming due then and in that event the Vendor and/or the Holding Organization/Association/Society Service Company as the case may be shall be entitled to -
  1. discontinue the use of common services.
  2. discontinue the supply of water
  3. prevent use of the lifts and such services shall not be restored until all the amounts together with interest shall be fully paid and the Purchaser hereby consent to the same.
  4. The Purchaser acknowledges that it is necessary for the proper maintenance of the common parts and portions and also for rendition of common services and as such the Vendor shall be entitled to appoint any person for maintenance of the common parts and portions and for rendition of common services and such person may be a Maintenance Company and/or Syndicate and the Purchaser agrees that he/she/it will abide by all the terms and conditions which may be framed from time to time by such Maintenance Company and/or Syndicate appointed by the Vendor and shall also regularly and punctually make payment of the proportionate share of maintenance charges to such Maintenance Company and/or Syndicate appointed by the Vendor.
- d. The amounts deposited by the Purchaser as and by way of Maintenance Deposit/Fund shall continue to remain with the Vendor until such time the Holding Organization/Association/Society/Service Company takes over and the said Deposit/Fund shall be applied towards the Capital/Revenue 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 Deposit/Fund to be adjusted towards arrears of municipal rates and taxes and other outgoings including maintenance charges.
- e. The right of the Purchaser shall remain restricted to the said Unit and the said Car Parking Space(s) and in no event the Purchaser or any person claiming through these presents shall be entitled to stretch or expand his/her/their its claims over and in respect of the other parts of the building AND the Purchaser hereby further covenants and assures that it shall not interfere with the rights of the Vendor in selling transferring making out or letting out the remaining unsold Units/ Flats comprised in the new

Susma Tharad



South 24 Parganas  
24 AUG 2012

buildings and to carry out repairs renovations and improvements in the said new building.

- VII. AND THE PURCHASER doth hereby assure and covenant with the Vendor that the Purchaser shall not do any act deed or thing whereby the Vendor and/or any persons authorized by the Vendor with whom the Vendor has entered into agreement are prevented from carrying on business on and from the Commercial Area or any part thereof

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(DEFINITIONS)**

IN THIS DEED the following expressions shall have the meaning assigned to them respectively:

- 1.1 **VENDOR** shall mean SAB DEVELOPERS a partnership firm carrying on business at 27 Christopher Road, Kolkata – 700 046.
- 1.2 **ARCHITECT** shall mean M/s. Agrawal & Agrawal, Architects of 96, Beltala Road, Kolkata – 700 026.
- 1.3 **NEW BUILDING** shall mean new building constructed on the said Premises in accordance with the plan already sanctioned by the Kolkata Municipal Corporation with such modification variations permitted by the Kolkata Municipal Corporation and other authorities.
- 1.4 **CAR PARKING SPACE** shall mean covered Car Parking Space in the basement and/or portion of the ground floor of the building at the said new premises and also include the open car parking in the open compound at the ground level of the premises as expressed or intended by the Vendor at their sole discretion for parking of Motor Cars.
- 1.5 **COMMON PURPOSES** shall mean and include the purpose of maintaining the said premises and the said new Building(s) and in particular the common parts portions areas, installations and meeting of the common expenses and matters relating to mutual rights and obligation for the beneficial use and enjoyment of the respective Units of the Co-owners exclusively and the common areas and installations in common.
- 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 the common areas, installations and facilities in and for the premises mentioned and specified in the **FOURTH SCHEDULE** hereunder written and expressed by the vendor for common use and enjoyment of the Co-owners but shall not include the car parking space, reserved roof/terrace.
- 1.8 **PREMISES** shall mean **ALL THAT** the Municipal Premises No. 27 Christopher Road, Kolkata – 700 046 (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).
- 1.9 **RESERVED ROOF** shall mean the divided and demarcated portion of the Roof which shall form an integral part of a flat over which the other owners and/or occupiers shall have no right or claim and the vendor at its absolute discretion be

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entitled to transfer and deal with the same without any hindrance from the purchaser or any person claiming through him.

- 1.10 **COMMON ROOF** shall mean the divided and demarcated portion of the Roof which shall remain common for all owners and/or occupiers of the building for the common use and enjoyment as shall be determined by the vendor in its absolute discretion.
- 1.11 **TERRACE** shall mean an open terrace (open to sky) attached/adjoining to a particular Unit or otherwise.
- 1.12 **SANCTIONED PLAN** shall mean the Building plan sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2006070221 dated 23<sup>rd</sup> March 2007 and Building Permit No. 2010070020 dated 5<sup>th</sup> May 2010 which include all modification.
- 1.13 **RESTRICTIONS/ RULES** shall mean various restrictions regarding the user/ holding of the said flat/unit as hereinafter stated and more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written.
- 1.14 **MAINTENANCE DEPOSIT/FUND** shall mean the fund to be paid and/or contributed by each Flat Owner(s) including the Purchaser herein towards maintenance fund which shall be held by the Vendor and after the said new building is completed and possession is made over and upon formation of the Management/Maintenance Company/Association the said amount shall be transferred to the such Maintenance Company/ Association.
- 1.15 **FLAT(S)/UNIT(S)** shall mean the independent and self contained flat(s)/unit(s)/car parking space(s)/ constructed space(s) etc. capable of being occupied independently of each other.
- 1.16 **SAID FLAT/UNIT** shall mean the **Unit/Flat No. B on the 3<sup>rd</sup> Floor in Block No. 5** of the building at the said premises together with car parking space more fully and particularly mentioned and described in the Part I and Part II of the **THIRD SCHEDULE** hereunder written.
- 1.17 **BUILT UP AREA** shall mean and include the inner measurement of the residential unit at the floor level including the projection and balconies if any, as increased by thickness of the walls.
- 1.18 **MAINTENANCE/SERVICE COMPANY** shall mean the Company/ Holding Company/ Organisation and its successor or successors in interest and assigns.
- 1.19 **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND** shall mean the undivided impartible indivisible proportionate share in the land underneath the building comprised in the said Premises described in the **SECOND SCHEDULE** hereto and appurtenant to the said Unit and, inter alia, agreed to be sold to the Purchasers 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 said New building(s) wherever the context so permits.
- 1.20 **CO-OWNERS** according to the context shall mean the persons who for the time being, own any unit in the Building or has agreed to purchase the same and has taken possession thereof and it is understood that for all unsold units and/or other constructed space, not alienated by them and/or reserved and/or retained by them for their own exclusive use it shall mean the Vendor.

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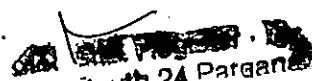
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- 1.21 **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the proportion in which the built up area of any unit may bear to the built up area of all the units in the said building PROVIDED THAT where it refers to the share of the Purchaser or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user, then the same shall be determined on the basis of the area rental income consideration or user of the said unit.)
- 1.22 **SERVICE/MAINTENANCE CHARGES** 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 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 and/or the Maintenance/ Service Company may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchaser(s) on account of the service and maintenance charges shall be determined by the Vendor in its absolute discretion.
- 1.23 **MAINTENANCE IN CHARGE** shall upon the formation of the Maintenance Company and/or Association and its taking over charge of the acts relating to the Common Purpose from the Vendors shall mean the Maintenance Company/Association and till such time the Maintenance Company is formed and takes over charges of the acts relating to the common purpose shall mean the Vendor.
- 1.24 **COMMUNITY HALL** shall mean and include community hall to be provided for common use and enjoyment of all the flat owners in a separate place and/or part or portion of the said premises on the express understanding that the roof of the said community hall shall not form part of the said community hall and/or part of the common parts and portions of the said housing project and the same shall continue to remain as the absolute property of the Vendor without any right on the part of the Purchaser or any person and/or persons claiming through or under him/her/it and the Vendor in its absolute discretion shall be entitled to sell transfer and/or deal with the roof of the said community hall to any other person and/or persons and the purchaser hereby consents to the same.
- 1.25 **RESERVED AREA** – there are several blocks and/or buildings and the same are inter connected with several connectors (hereinafter referred as the CONNECTORS) which are open to sky and these connectors shall absolutely belong to the Vendor without any right on the part of the Purchaser or any person and/or persons claiming through or under him/her/it and the Vendor shall be entitled to use or permit the use of and/or sell and transfer the same to any other person and/or persons without any right on the part of the Purchaser or any person and/or persons claiming through or under him/her/it.
- 1.26 **BASEMENT** – the building comprised in Part III and Part IV of the said buildings comprises of basement, ground plus upper floors and the basements comprised in the said buildings have been reserved exclusively for parking of cars and in the event of the Purchaser being allotted with a medium size car parking spaces in the basement the Purchaser and/or any person claiming through or under him/her/it shall not allow such car parking space to be used for any other purpose excepting for parking of medium size cars.

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1.27 **RESIDENTIAL COMPLEX** shall mean the areas sanctioned as residential area comprised in the new building.

1.28 Singular number shall include plural number as well.

1.29 Masculine gender shall include feminine and neutral genders as well.

1.30 **PURCHASER** shall mean

- a) In the case of Individual his/her heirs, legal representatives, executors, administrators and assigns.
- b) In the case of Company its successor or successors in office and assigns.
- c) In the case of partnership firm the present partners of the said firm and such other person or persons who may be taken in or admitted as partner or partners of the said firm and each of their representative heirs, legal representative, executors, administrators and assigns.
- d) In the case of Hindu Undivided Family, the Karta for the time being of such Hindu Undivided Family as also the coparceners of the said HUF and their representative heirs legal representative executors, administrators and assigns.
- e) In the case of Trust, the trustee or trustees for the time being of the said Trust and their successor or successors in office or assigns.
- f) In the event of there being more than one or more purchaser than in that event each of the Purchasers shall be entitled to an undivided independent and distinct share or interest into or upon the said Unit.

## **THE SECOND SCHEDULE ABOVE REFERRED TO**

### PART I

ALL THAT piece and parcel of land containing by estimation an area of 7 Bighas 9 cottahs 2 chittacks and 1 sq. ft. (be the same a little more or less) being the divided and demarcated portion of Municipal Premises No. 21, Seal Lane, Kolkata - 700015 TOGETHER WITH buildings and other structures standing thereon P. S. TANGRA, Ward No. 58 within the limits of Kolkata Municipal Corporation.

### PART II

ALL THAT piece and parcel of land or ground hereditaments and premises containing an area of 7 Bighas 10 cottahs 13 chittacks and 44 sq. ft. (more or less) situate lying at and being Municipal Premises No. 27, Christopher Road, Kolkata - 700046 (formerly No.11 Gobra Road) together with the structures thereon P. S. Tangra, Ward No. 58 within the limits of Kolkata Municipal Corporation.

### PART III

#### (THE SAID PREMISES)

ALL THAT the piece and parcel of land containing by admeasurement an area of 300 cottahs (be the same a little more or less) together with building or other structures standing thereon numbered as Municipal Premises No. 27, Christopher Road, Kolkata - 700046, P.S. Tangra, Ward No. 58 within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner following that is to say:

|              |                                    |
|--------------|------------------------------------|
| ON THE NORTH | : 21, Seal Lane, Kolkata           |
| ON THE SOUTH | : Christopher Road, Kolkata        |
| ON THE EAST  | : 29/1A, Christopher Road, Kolkata |
| ON THE WEST  | : 25/K, Christopher Road, Kolkata  |

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**THE THIRD SCHEDULE ABOVE REFERRED TO  
(THE SAID FLAT/UNIT)**

**PART - I**

**ALL THAT** the Residential Flat/Unit No. B on the 3<sup>rd</sup> Floor in Block No. 5 of the said New Building(s) known as "EKTA FLORAL" having a built up area of 1250 sq. ft. and the proportionate share in common area being 363 sq. ft. more or less **AND TOGETHER WITH** the undivided impartible proportionate share in the land underneath the building comprised in the said **NEW BUILDING** and attributable to the said **UNIT** and also **TOGETHER WITH** the proportionate share into or upon the common areas and/or utilities into and/or facilities comprised in the said new building/Premises.

**PART - II**

**(THE CAR PARKING SPACE)**

**ALL THAT** 1 (one) open Car Parking Space in the open compound of the said building for parking medium sized motorcar.

**ALL THAT** 1 (one) Covered Car Parking Space in the Basement of the said building for parking of one medium sized motorcar.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Areas and Installations)

1. Entrance and exit gates of the premises.
2. Paths passages and open spaces in the building other than those intended to be reserved for parking of motor cars or marked by the Vendor for use of any Co-owner,
3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the premises.
5. Staircase including landing on all the floors of the said building upto top floor.
6. Lifts and lift machine room upto top floor.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said unit to the extent allocated to the owners herein and/or in the other Units during power failure and generator room in the ground floor of the building complex.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different units.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
12. Common toilets in ground floor of the premises.
13. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
14. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
15. Boundary walls.
16. Ultimate roof.
17. Fire fighting system/control room.
18. Community Hall, Gym Room
19. Drainage and Sewers
20. Meter Room
21. Common passages including Main entrance for homes.
22. Main gates for Units/Flats



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**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(EASEMENTS OR QUASI-EASEMENTS)**

(The under mentioned rights easements and quasi easements privileges 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(s) as aforesaid for the ownership and use of common part or parts of the New Building(s) including its installations staircases open space(s) in ground floor covered space(s) 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(s)) of the other part or parts of the New Building(s) through pipes, drains, wires, conduits lying or being under through or over the Said Unit(s) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building(s) for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building(s) by all parts of the Said Unit(s) 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(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building(s).
4. The right by the Vendor and/or occupier or occupiers of other part or parts of the New Building(s) for the purpose of ingress and egress to and from such other Part or parts of the New Building(s), the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building(s).
5. The right of the Vendor/ Service Company or its authorised agents) with or without workmen and necessary materials to enter from time to time upon the Said Unit(s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduit under ground/ overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Vendor 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**

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(s) or therewith usually held used occupied or enjoyed or reputed or know as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Vendor the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Fourth Schedule hereto.
2. The right of access and passage in common with the Vendor and/or the co-owners and occupiers of the Building(s) 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(s) 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(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by

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- vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Vendor and the Society/Service Company along such driveway and pathways as aforesaid.
4. The right of support shelter and protection of the Said Unit(s) by or from all parts of the New Building(s) 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(s) through pipes drains wires and conduits lying or being in under through or over the New Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Unit(s) 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(s) 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(s) 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 Owners and occupiers of the other units and portion of the Building(s).

**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(USER'S COVENANTS/RESTRICTIONS)**

As from the date of possession of the said Flat the Purchaser agrees and covenants -

- 1) To co-operate with the other co-purchasers and the Vendor in the management and maintenance of the said New Building.
- 2) To observe the rules framed from time to time by the Vendor and upon the formation of the Holding Organization by such Holding Organization for quiet and peaceful enjoyment of the said building as a decent building.
- 3) To use the said Flat for residential purposes and not for any other purposes whatsoever.
- 4) To allow the Vendor with or without workmen to enter into the said Unit/Flat for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchaser.
- 5) 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 Flat and proportionately for the new building and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor and upon the formation of the Holding Association 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 Flat 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 to the Vendor and upon formation of the Holding Organisation to such Holding Organisation.
- 6) To deposit the amounts reasonably required with the Vendor and upon the formation of the Holding Organisation with such Holding Organisation towards the liability for rates and taxes and other outgoings.
- 7) To pay charges for electricity in or relation to the said Flat wholly and proportionately relating to the common parts.
- 8) Not to subdivide the said Flat and/or the parking Space if allotted or any portion thereof.

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- 9) To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building.
- 10) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the Building.
- 11) Not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- 12) 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 construction of the building or any part thereof.
- 13) Not to fix or install air conditioner in the said Unit save and except at the place, which have been specified in the said Unit for such installation.
- 14) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- 15) Not to damage demolish or cause to damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
- 16) Not to close or permit the closing of verandahs or lounges or balconies and 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 lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Vendor differs from the colour Scheme of the building or deviation or which in the opinion of the Vendor may affect the elevation in respect of the exterior walls of the said building.
- 17) Not to install grills the design of which have not been suggested and approved by the Architect.
- 18) 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 Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- 19) Not to make in the said Flat any structural additional 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 Vendor and with the sanction of the authorities concerned as and when required.
- 20) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said building or buildings to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- 21) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

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- 22) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- 23) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Vendor.
- 24) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders and the Vendor and/or association shall be entitled to remove the same without its any way be liable for any loss and in no event the Purchaser shall be entitled to have any claim whatsoever against the Vendor and/or association.
- 25) To abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.
- 26) Not to fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting that the Purchaser shall be entitled to avail of the cable connection facilities.
- 27) Not to wash any car(s) or vehicle in or upon the said Parking Space. In the event of the Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
- 28) Not to store nor permit anybody to store any articles or things into or upon the said Parking Space.
- 29) Not to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the Said Unit.
- 30) None of the flat owners shall be entitled to nor shall use or permit to be used his or her flat/unit and/or any common areas, lobbies, driveways, entrances for slaughter of any living animal or birds nor shall display outside their unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal openly through the corridor/entrance
- 31) To abide by such building rules and regulation as may be made applicable by the Vendor for the use of the Parking Space from time to time before the formation of the Association and after it's incorporation to comply with and/or adhere to the building rules and regulation of such Association.

#### HOUSE RULES:

- (a) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat in the Building.
- (b) Children shall not play in the public halls, stairways or elevators of the Building.
- (c) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (d) No article shall be allowed to be placed in the halls or on the staircase landings, lobbied, corridors or fire tower nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building.
- (e) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Vendor.

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District Sub-Inspector  
South 24 Parganas  
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- (f) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendor nor shall anything be projected out of any window of the Building without similar approval.
- (g) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.
- (h) None of the members shall be entitled to nor shall use or permit to be used his or her flat/units and/or any common areas, lobbies, driveways entrances for slaughter of any living animals or birds nor shall display outside their unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal openly through the corridor/entrance. No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (i) No radio or television aerial shall be attached to or hung from the exterior of the building.
- (j) Garbage and refuse from the apartments shall be deposited in such specified place in the Building and at such time and in such manner as the superintendent of the Building may direct.
- (k) No vehicle belonging to a Buyer or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (l) These house rules may be added to, amended or repealed at any time by the Vendor and after formation by the Society/ Association.

Until formation of such Holding Organisation the Vendor shall manage and maintain the said building and the common parts thereof.

The Purchaser agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7<sup>th</sup> day of every month 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 Vendor to be payable from the date of possession to the Vendor and upon formation and transfer of management of the building to the Holding Organization. Such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organization in terms of these presents the employees of the Vendor such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment with the Vendor and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- (c) After the formation of the Holding Organization the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Holding Organization.

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- (d) So long as each Flat in the said Premises shall not be separately mutated and separated 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 Vendor from the date of possession. Such proportion is to be determined by the Vendor on the basis of the area of such Flat in the said Building.
- (e) If the Purchaser fails 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 if any amount including interest remains unpaid for sixty days, the Vendor or upon formation of Holding Organisation. Such Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Unit/Flat such as use of lifts, central antenna, 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.
- (f) The Purchaser acknowledges that the aforesaid Restrictions and/or House Rules is for the benefit of all the owners and/or occupiers of the said New Building and even though some of the House Rules may be unreasonable but taking into account that the same is for the benefit of all the owners and/or occupiers of the said new building the Purchaser covenants not to contravene any of the aforesaid Restrictions and/or House Rules and to abide by the same.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and waters pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat at the said premises, main entrance and exit gates, landings and staircases of the said block and enjoyed by the Purchaser or used by him/her in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems Deep Tube Well, Gym Equipments, Community Hall etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman, etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Vendor or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately of any Unit.)

Susma Thard



24 AUG 2012

6. **INSURANCE** : Insurance premium for insurance of the said new building under clause U(ii) hereinabove and also other wise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured) other than Section 12 of W.B. Act, XX of 1993.
7. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER** : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

**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 AND DELIVERED** by the  
**VENDOR** at Kolkata

**For SAB DEVELOPERS**

*[Signature]*  
**Partner**

**SIGNED AND DELIVERED** by the  
**PURCHASER** at Kolkata

*Susma Tharal*

**SIGNED AND DELIVERED** by the  
**CONFIRMING PARTY** at Kolkata

**FOR AGW REALTORS PVT. LTD.**

*Kali A. Agniz*  
**DIRECTOR**

All in the presence of :

1. *[Signature]*  
**(ARINDAM GHOSH)**  
1, Sarojini Naidu Sarani  
Kolkata - 17

2. *[Signature]*  
**(KAUSHIK KHARA)**  
1, Sarojini Naidu Sarani  
Kolkata - 17



~~SECRET~~  
South 2A Bangalore

24 AUG 2012

RECEIVED of and from the withinnamed PURCHASER the within-mentioned sum of Rs. 44,89,760/- (Rupees Forty Four Lacs Eighty Nine Thousand Seven Hundred Sixty Only) being the consideration money payable under these presents as per memo below :

### MEMO OF CONSIDERATION

By adjustment and appropriation out of the various amounts paid by the Purchaser to the Vendor by various cheques drawn in favour of the Vendor

Rs. 44,89,760/-  
Total Rs. 44,89,760/-

(Rupees Forty Four Lacs Eighty Nine Thousand Seven Hundred Sixty Only)

VENDOR

**For SAB DEVELOPERS**

*[Signature]*

Partner.

WITNESSES:

1.

*[Signature]*  
(ARINDAM GHOSH)  
1, Sarojini Naidu Sarani  
Kolkata - 17

2.

*[Signature]*  
(KAUSHIK KHARA)  
1, Sarojini Naidu Sarani  
Kolkata - 17

Prepared in our Office:

*[Signature]*  
Khaitan & Partners  
Advocates & Notaries  
6<sup>th</sup> Floor, Express Tower,  
42A Shakespeare Sarani,  
Kolkata 700017



~~John S. [illegible]~~  
Four South 24 Pardon  
24 AUG 2012

SPECIMEN FORM TEN FINGER PRINTS



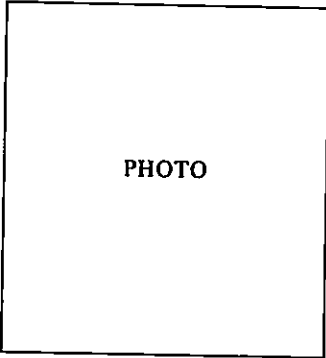
| L<br>E<br>F<br>T<br><br>H<br>A<br>N<br>D      | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
|-----------------------------------------------|---------------|-------------|---------------|-------------|---------------|
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| R<br>I<br>G<br>H<br>T<br><br>H<br>A<br>N<br>D | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
|                                               |               |             |               |             |               |



| L<br>E<br>F<br>T<br><br>H<br>A<br>N<br>D      | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
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| R<br>I<br>G<br>H<br>T<br><br>H<br>A<br>N<br>D | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
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| L<br>E<br>F<br>T<br><br>H<br>A<br>N<br>D      | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
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| L<br>E<br>F<br>T<br><br>H<br>A<br>N<br>D      | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB         |
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|                                               |               |             |               |             |               |
| R<br>I<br>G<br>H<br>T<br><br>H<br>A<br>N<br>D | THUMB         | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
|                                               |               |             |               |             |               |



  
Dist. Sub-Inspector - II  
South 24 Parganas

24 AUG 2012

100

100

DATED THIS 24<sup>TH</sup> DAY OF AUGUST, 2012

BETWEEN

SAB DEVELOPERS

.... VENDOR

AND

SMT. SUSMA THARD

.... PURCHASER

AND

AGW REALTORS PVT. LTD

..... CONFIRMING PARTY

CONVEYANCE

Flat/Unit No. B on the 3<sup>rd</sup> Floor in Block No. 5

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