

## Miscellaneous

REGN.

547240

1. Serial No. J

2. Name of Payer *Amber*

3. Number of document to which

4. Fees paid-

5. Other Receipts-

1-0 6313/06

2504-00

Registering Officer

N.B.-Item 3 shall be filled up in case of fees realised subsequent to the date of presentation of document.

S.B.P., Calcutta-700 015.

20/5/06

West Bengal Form No. 1504

IGR

৫২ ধারার (খ) দফামত রসিদ

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সালের V ..... নং

ক্রমিক নং

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বহির নম্বর

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1856  
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দলিল

*Amber Agarwal*  
*Deoki mandan Gauria*  
*Amber Agarwal*

কি প্রকারের দলিল

দলিলে লিখিত সম্পত্তির মূল্য

ফী তালিকার দফা

ফী,

দলিল ফেরত হইবার জন্য সম্ভবতঃ যে তারিখে  
প্রস্তুত থাকিবে।

তারিখ

২০ সাল

রেজিস্ট্রার/সাব-রেজিস্ট্রার

এই রসিদখানি উপস্থিত করিলে দলিল ফেরত দেওয়া হইবে।

উইল ছাড়া অপরাপর দলিল না-দাবি অবস্থায় রেজিস্ট্রারি অফিসে দুই বৎসরের অধিককাল পড়িয়া থাকিলে তাহা আইনানুসারে ধ্বংস করিয়া ফেলা যাইতে পারিবে।

রেজিস্ট্রারি সম্পূর্ণ হইবার পর একমাসের অধিককাল কোন দলিল বা আমমোক্তারনামা দাবি করা না হইলে, প্রতি মাসের বা তাহার কোন অংশের জন্য অতিরিক্ত পঞ্চাশ পয়সা ফী দিতে হইবে। প্রত্যেক স্থানেই ঐ ফী উদ্ধৃতিসংখ্যায় কুড়ি টাকা পর্য্যন্ত হইতে পারিবে।

S.B.P., Calcutta-700 015

*Eighty two thousand four*  
*...*

শ্রী \_\_\_\_\_ কে অপর পৃষ্ঠায় বর্ণিত দলিলখানি  
ফেরত দিবেন এবং উহার বাবদ আমার যদি কোন ফিস ফেরত পাইবার থাকে তাহা উহাকে দিবেন।

দাখিলকারকের স্বাক্ষর

অপর পৃষ্ঠায় বর্ণিত দলিলখানি পাইলাম এবং ফীর  
তালিকার দফায়তে নিম্নলিখিত ফিস ফেরত পাইলাম।  
প্রয়োজনমতো কাটিয়া দিতে হইবে।

তারিখের  
মোহর

তারিখ

২০ সাল

গ্রহণকারীর স্বাক্ষর

রেজিস্ট্রার/সাব-রেজিস্ট্রার-এর স্বাক্ষর



5000Rs.



Deol ... m Goenka

5000  
8016135

DATED THIS 15<sup>th</sup> DAY OF MAY 2006

BETWEEN

M/S. DELITE PROPERTIES PVT. LTD

... VENDOR

AND

M/S. AMBEY MINING PVT. LTD.

... PURCHASER

A. 82489  
E 7  
82496

Swati  
7594050

INDENTURE OF CONVEYANCE

for 250  
for 150  
- 400

E. A. J. C. Goenka

11293

M/S. Amloy Mining Pvt Ltd.
52 A.
- 5 MAY 2006
Value 5000
S. V.
High Court A.S.

Shakerpore Serawi.  
Kolkata.

**SUJIT BARKAR**  
LICENSED STAMP VENDOR  
High Court A. S.



Amish Agnew

THIS INDENTURE OF CONVEYANCE made this 15<sup>th</sup> day of MAY Two thousand and six;

BETWEEN

M/S. DELITE PROPERTIES PVT. LTD., a company incorporated under the Companies Act, 1956 having its Registered office at No. 8, Acharya Jagdish Chandra Bose Road, in the town of Kolkata 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 its successor or successors in office and/or assigns) of the One Part;

AND

Amish Agnew  
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**M/S. AMBEY MINING PVT. LTD.** a company incorporated under the Companies Act, 1956 having its Registered office at No. 513, Chandan Niketan, 52A, Shakespeare Sarani, Kolkata-700 017, **hereinafter** referred to as the "PURCHASER" (which term or expression shall **unless excluded** by or repugnant to the subject or context be deemed to mean and include its **successor** or successors in office and/or assigns) of the Other Part:

**WHEREAS:**

A. One Sri Adarsh Lal Chopra and Sri Anoop Kumar Kapur were jointly the owners of the land and premises No. 8, Acharya Jagdish Chandra Bose Road, Kolkata (hereinafter referred to as the "said property"), each having equal undivided  $\frac{1}{2}$  (one-half) share or interest therein.

B. By virtue of a decree dated 16<sup>th</sup> June, 1981 passed by the Hon'ble High Court at Calcutta in suit No. 168 of 1981 (Gopal Chandra Das -vs- Anoop Kr. Kapur & Ors.), the said owners were **inter alia** directed to complete the sale and/or transfer of their respective undivided  $\frac{1}{2}$  (one-half) share in the said land and premises no. 8, Acharya Jagdish Chandra Bose Road, Kolkata in favour of M/s. Delite Properties Pvt. Ltd., the Vendor herein, for the consideration therein mentioned.

C. By a Deed of Conveyance dated 11<sup>th</sup> July, 1981 registered in Book No.1 Volume No. 204 pages 176 to 186 Being No. 5877 for the year 1981 at the Office of the Registrar of Assurances, Calcutta, the said Sri Adarsh Lal Chopra sold transferred and conveyed All That his undivided  $\frac{1}{2}$  (one-half) share or interest in the land measuring about 1 Bigha 5 Cottahs, 3 chittacks and 4 sq. ft. Together with buildings and structures whatsoever lying erected thereon, situate lying at and being premises No. 8, A.J.C. Bose Road, Kolkata, unto and in favour of M/s. Delite Properties Pvt. Ltd., the Vendor herein, free from all encumbrances whatsoever, for the consideration therein mentioned.

D. By a Deed of Rectification dated 14<sup>th</sup> July, 1981 registered at the office of the Registrar of Assurances, Calcutta in Book No.1 Volume No. 30 pages 120 to 124 Being No. 5878 for the year 1981 the said Sri Adarsh Lal Chopra declared and confirmed that the total land comprised in the "said property" be read as "1 Bigha 6 cottahs 2 chittacks and 13 sq. ft." (in place of 1 Bigha 5 Cottahs 3 Chittacks and 4 sq.

*Chitwick & Co. Agents*

it, and the said Deed of Conveyance dated 11.07.1981 be accordingly modified and/or rectified.

E. By a Deed of Conveyance dated 1<sup>st</sup> October, 1981 registered in Book No. 1 Volume No. 392 pages 40 to 50 being No. 8621 for the year 1981 at the Office of Registrar of Assurances, Calcutta, the said Sri Anoop Kumar Kapur also sold transferred and conveyed All That his undivided  $\frac{1}{2}$  share in the land measuring about 1 Bigha 5 Cottahs 3 chittacks and 4 sq.ft. together with the buildings and structures whatsoever lying erected and/or built thereon situate lying at and being premises No. 8, A.J.C. Bose Road, Kolkata, unto and in favour of M/s. Delite Properties Pvt. Ltd. the Vendor herein, free from all encumbrances whatsoever, for the consideration therein mentioned.

F. By a Deed of Rectification dated 1<sup>st</sup> October, 1981 registered in Book No. 1 Volume No. 392 pages 51 to 54 Bering No. 8622 for the year 1981 at the Office of the Registrar of Assurances, Calcutta, the said Sri Anoop Kumar Kapur declared and confirmed that the total area comprised in the said property was 1 Bigha 6 cottahs 2 chittacks and 13 sq.ft. (in place of 1 Bigha 5 Cottahs 3 Chittacks and 4 sq. ft.) and that the said Deed of Conveyance dated 1<sup>st</sup> October, 1981 be accordingly rectified and/or modified.

G. In the premises aforesaid, M/s. Delite Properties Pvt. Ltd., the Vendor herein became seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of the "said property" being All That the land measuring about 1 bigha 6 cottahs 2 chittacks and 13 sq.ft. together with buildings and structures whatsoever lying erected and/or built thereon situate, lying at and being municipal premises no. 8, Acharya Jagdish Chandra Bose, Road, Kolkata-700 017, more fully described in the schedule hereunder written.

H. M/s. Delite Properties Pvt. Ltd., the Vendor herein got a Building Plan duly sanctioned by the Kolkata Municipal Corporation for construction of a building consisting of basement, ground and upper five floors on a portion of the land comprised in the "said property" and the same without demolishing the existing shops facing the main road.

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I. By an Agreement dated 21<sup>st</sup> June, 1982 M/s. Delite Properties Pvt. Ltd., the Vendor herein appointed M/s. Eastern Builders of 164/A/9, Prince Anwar Shah Road, Kolkata as the Developer to undertake construction of a new building in a portion of the land comprised in the "said property", on the terms therein recorded.

J. Since after entering into the said Development Agreement dated 21<sup>st</sup> June, 1982, M/s. Delite Properties Pvt. Ltd. entered into Agreements with the occupiers of shops for obtaining vacant possession of the said several shops as also demolishing the structures thereof, on the agreed terms and further obtained sanction of plan from the Kolkata Municipal Corporation for construction of additional 4 (four) floors on the said proposed new building.

K. By the said Development Agreement dated 21<sup>st</sup> June, 1982, it was inter alia agreed that M/s. Delite Properties Pvt. Ltd. shall be entitled to be allotted towards owners' allocation All That an office Block having super built-up covered area of about 4,000 sq.ft. on any of the floors between sixth and ninth floors and also open parking space for 3 (three) cars on the ground floor of the proposed new building.

L. In pursuance of the said Development Agreement dated 21<sup>st</sup> June, 1982 the said Developer M/s. Eastern Builders duly erected and/or constructed the said proposed new building as per the sanctioned Plan issued by the Calcutta Municipal Corporation authorities and further allotted and made over peaceful possession of All That the Office space measuring super built up area of 3806 sq. ft. and open terrace measuring about 200 sq. ft. being Office Unit No. 92 on the 9<sup>th</sup> floor and parking space in the open for two cars bearing Nos. 5 and 6 in the open lying in the front portion on the ground floor of the building "Circular Court" at premises no. 8.A.J.C. Bose Road, Kolkata-700 017 Together with undivided proportionate share or interest in the land comprised in the "said property" as also the common parts of the said building, more fully described in the Second Schedule hereunder written (hereinafter referred to as the "said Unit and Parking spaces") unto and in favour of M/s. Delite Properties Pvt. Ltd., the Vendor herein to be held owned and possessed by it as absolute owner thereof.

M. Since after the said allotment and delivery of possession of the "said Unit and Parking spaces" by the Developer as aforesaid, the Vendor herein has been in peaceful

Chiranjit Agarwal



use, occupation and possession and enjoyment of the "said Unit and Parking spaces" as absolute owner thereof.

N. The Vendor herein represented and assured the purchaser as follows:

- a) That the Vendor is the sole and absolute owner in respect of "said Unit and Parking spaces", more fully described in the Second schedule hereunder written as also the furnitures, fixtures and fittings whatsoever lying installed and/or affixed at the said office unit;
- b) That the "said Unit and Parking spaces" were constructed strictly as per the sanctioned Plan issued by the Kolkata Municipal Corporation and that there are no unauthorized structures thereon;
- c) That the "said Unit and Parking spaces" as also the furnitures, fixtures and fittings whatsoever lying affixed and/or installed at the said office unit are free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, acquisitions, requisitions and trusts whatsoever;
- d) That there is no restrain order by any court of law nor any other impediment of any nature whatsoever for the Vendor to sell on ownership basis the "said Unit and Parking spaces" along with the furnitures, fixtures and fittings whatsoever lying affixed and/or installed at the said Office Unit unto and in favour of the Purchaser herein;
- e) That the Vendor herein and/or its predecessor in title have not deposited the title Deeds and documents in respect of the "said Unit and Parking spaces" with any person or party with an intention to create equitable mortgage or as security for payment of any money or performance of any act or otherwise;
- f) That the Vendor herein has not entered into any Agreement or arrangement with any person or party for sale or otherwise disposal of the "said Unit and Parking spaces" along with the furnitures, fixtures and

*Chiranjit K. Agarwal*  
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**Office Unit no. 92** on the **Ninth floor** Together With furnitures, fixtures and fittings whatsoever lying installed and/or affixed thereat Together With **Parking space** for two cars bearing **Nos. 5 and 6** in the open lying on the front portion on the **Ground floor** of the building "Circular Court" at premises No.8, A.J.C. Bose Road, Kolkata-700 017 respectively, shown and delineated in RED borders in the map or plans marked "X" and "Y" annexed hereto Together With undivided proportionate share in the land measuring 1 (one) Bigha 6 (six) cottahs 2 (two) chittacks and 13 (thirteen) sq.ft. situate lying at and comprised in the said premises No. 8, Acharya Jagdish Chandra Bose Road, Kolkata (hereinafter referred to as the "said premises") **Together with** undivided proportionate share or interest in the common parts and areas of the Building "CIRCULAR COURT" at premises No. 8, Acharya Jagdish Chandra Bose Road, Kolkata, more fully described in the Third Schedule hereunder written **Together with** the right to use and enjoy in common with the Owners and/or occupiers of other offices and spaces at the said building "CIRCULAR COURT" the common parts, areas, amenities and installations at the said Building "Circular Court" at No. 8, A.J.C. Bose Road, Kolkata, more fully described in the Third Schedule hereunder written (hereinafter collectively referred to as the "said premises and the properties appurtenant thereto"), more fully described in the Second Schedule hereunder written free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, acquisitions, requisitions and trusts whatsoever but subject to the Purchaser herein proportionately bearing and paying the common expenses, more fully described in the Fourth Schedule hereunder written.

OR HOWSOEVER OTHERWISE the "said premises" or any part or portion thereof are now or heretofore were situated butted bounded called known numbered described and distinguished;

TOGETHER WITH all liberties, privileges, easements, appendages, appurtenances and advantages whatsoever reputed to belong or appertaining thereto **AND** the rents issues and profits of the "said premises and the properties appurtenants thereto" **AND ALL** the estate, right, title, property, claim and demand whatsoever both at law and in equity of the Vendor into upon and in any manner concerning the "said premises and the properties appurtenants thereto" and every part thereof **AND ALL** the rents, issues and profits of the said unit and parking spaces **AND ALSO** all deeds, muniments pattahs, writings and evidences of title and other documents exclusively relating to or concerning the "said

*Chandra Bose*



fittings whatsoever lying affixed and/or installed at the said Office Unit nor any such agreement is subsisting;

- g) That the abovenamed Developer has no right or claim of any nature over and in respect of the "said Unit and Parking spaces";

O. The Purchaser herein relying on the abovementioned various representations and assurances and also believing the same to be true and further placing full faith thereon, approached the Vendor for sale and/or transfer of the "said Unit and Parking spaces" along with the furnitures, fixtures and fittings whatsoever lying affixed and/or installed at the said Office Unit in favour of the Purchaser, at or for the agreed consideration.

P. The Vendor abovenamed has agreed to sell and the Purchaser abovenamed has agreed to purchase All That the Office space measuring super built up area of 3806 sq. ft. and open terrace measuring about 200 sq. ft. being Office Unit No. 92 on the 9<sup>th</sup> floor and parking space for two cars bearing Nos. 5 and 6 in the open lying in the front portion on the ground floor of the building "Circular Court" at premises No.8, Acharya Jagdish Chandra Bose Road, Kolkata 700 017 Together with furnitures, fixtures and fittings whatsoever lying affixed and/or installed at the said Office Unit Together with undivided proportionate share or interest in the land comprised in the said premises as also the common parts of the said building, more fully described in the Second Schedule hereunder written, free from all encumbrances whatsoever, at or for the agreed consideration.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. 75,00,000.00 (Rupees **Seventy five lacs**) only duly paid to the Vendor by the Purchaser on or before the execution of this Deed (the receipt whereof the Vendor doth hereby as also by the Memorandum hereunder written admits and acknowledges and of and from payment of the same and every part thereof acquit release and discharge the Purchaser as also the "said Unit and Parking spaces" hereby sold transferred and conveyed or intended so to be), the Vendor abovenamed doth hereby grant sell transfer convey assign and assure unto and in favour of the Purchaser abovenamed **All That** the Office space measuring super built up area of **3806 sq. ft.** and open terrace measuring about 200 sq. ft. being

*Anisur Rahman*  
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premises and the properties appurtenants thereto" or any part thereof, which now are or hereafter shall or may be in the custody, power or possession of the Vendor or any other person or persons from whom the Vendor can or may procure the same, without any action or suit at law or in equity.

TO HAVE AND TO HOLD the "said premises and the properties appurtenant thereto", more fully described in the Second schedule hereunder written hereby sold, transferred and conveyed oriented so to be unto and to the use and benefit of the Purchaser without any manner of condition, use trust or other things whatsoever to alter, defeat, encumber or make void the same and free from all encumbrances whatsoever but SUBJECT TO the Purchaser regularly and punctually paying the proportionate amount of the common expenses, described in the Fourth Schedule hereunder written;

AND THE VENDOR doth hereby covenant with the Purchaser as follows:-

- i. THAT the Vendor has good right, full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the "said premises and the properties appurtenant thereto" hereby granted, sold, transferred, assigned and assured or expressed or intended so to be unto and in favour of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents;
- ii. AND THAT the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into, own, hold, possess and enjoy the "said premises and the properties appurtenant thereto" hereby granted, sold, transferred and conveyed and to receive the rents issues and profits thereof, without any suit, hindrance, eviction, interference claim or demand whatsoever from or by the Vendor or any other person or persons lawfully or equitably claiming from under or in trust for the Vendor;
- iii. AND THAT the Vendor shall make and keep the "said premises and the properties appurtenant thereto" free and clear and freely and clearly and absolutely acquitted exonerated discharged or released at the costs and expenses of the Vendor and also well and sufficiently saved defended kept harmless and indemnified of and from and against all manner estate mortgages charges liens lispendens claims, demands attachments debts liabilities and encumbrances whatsoever.

*Awalek Aggarwal*  
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- iv. AND THAT the Vendor shall at all times hereafter at the requests and costs of the Purchaser produce or cause to be produced to it or as the Purchaser shall direct the said original Deeds of Conveyance respectively dated 11.07.1981 and 01.10.1981 and the Deeds of Rectification respectively dated 14.07.1981 and 01.10.1981 and all documents in respect of the said land and premises no. 8, Acharya Jagadish Chandra Bose Road, Kolkata for evidencing the title and also to furnish to the Purchaser copies of or extracts from the said Deeds and documents and shall in the meanwhile keep the same safe;
- v. AND FURTHER that the Vendor and all other persons having or lawfully or equitably claiming any estate, right, title, interest, property, claim or demand whatsoever into or upon the "said premises and the properties appurtenant thereto" hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended so to be or any part thereof, from through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds matters and things for further better and more perfectly, effectively and satisfactorily granting, transferring and assuring the same and every part thereof unto and to the use of the Purchaser in the manner aforesaid, as shall or may be reasonably required;
- vi. THAT if any claim/demand arises in future either of municipal tax or any other rates, taxes and other statutory dues on account and in respect of the "said premises" in that event the Vendor shall clear and/or pay all those dues, without raising any dispute of any nature;

AND THE PURCHASER doth hereby covenant with the Vendor as follows:

- a) The Purchaser confirms that it would co-operate with M/s. Circular Court Maintenance Pvt. Ltd. in the matter of its looking after, managing, maintaining and administering the common parts, areas, facilities, amenities and essential services at the said building including those described in the Part-I and Part-II of the Third Schedule hereunder written.
- b) The Purchaser herein shall month by month and every month pay to the said M/s. Circular Court Maintenance Pvt. Ltd., the proportionate amount of the

Chiranjit K. Chatterjee  
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common expenses mentioned in the Fourth Schedule hereunder written as may be found payable on account and in respect of the "said premises". Such monthly maintenance and service charges shall be payable by the Purchaser within 7 (seven) days from the date of receipt of the Bill from the said maintenance company.

- c) The Purchaser herein shall month by month and every month pay to the said M/s. Circular Court Maintenance Pvt. Ltd. the amounts of charges for electricity as may be consumed at the said premises as per the reading of the sub-meter separately installed for recording the consumption of electricity at the said premises. The Purchaser shall pay the charges for the electricity consumed at the said premises within seven days from the date of receipt of the electricity bill from the said maintenance company.
- d) The Purchaser herein shall strictly observe, perform and abide by the rules and regulations as may from time to time be framed by the said M/s. Circular Court Maintenance Pvt. Ltd. for proper maintenance and up-keep of common parts, areas, facilities and amenities at the building including those described in Part-I and Part-II of the Third Schedule hereunder written;
- e) The Purchaser herein shall regularly and punctually pay the Municipal Corporation taxes, Municipal surcharge and all other rates, taxes and outgoings now payable or as may hereafter become payable or be imposed on account and in respect of the "said premises";

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of land measuring a total land area of 1 (one) Bigha 6 (six) cottahs 2 (two) chittacks 13 (thirteen) sq.ft. more or less being premises no. 8, Acharya Jagadish Chandra Bose Road, P.S.- Shakespeare Sarani, Ward no. 63, Kolkata-700 017 being butted and bounded as follows:

ON THE NORTH : By Corporation Park Road, Kolkata;

ON THE SOUTH : By premises no. 7/1, A.J.C. Bose Road, Kolkata

ON THE EAST : By Acharya Jagadish Chandra Bose Road, Kolkata

ON THE WEST : By Rowdon Square, Kolkata;

*Chiranjit Aggarwal*  
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**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the Office space measuring super built up area of 3806 sq. ft. and open terrace measuring about 200 sq. ft. being **Office Unit No. 92** on the **Ninth floor** along with the furnitures, fixtures and fittings whatsoever lying affixed and/or installed thereat **Parking space** for two cars bearing **Nos. 5 and 6** in the open on the front portion on the **Ground floor** of the building "Circular Court" at premises no. 8, Acharya Jagdish Chandra Bose Road, Kolkata 700 017. The said office unit on the Ninth floor and the said parking spaces in the front portion on the ground floor of the said building "Circular Court" are respectively shown and delineated in RED borders in the map or plans marked "X" and "Y" annexed hereto;

**Together with** undivided proportionate share in the land measuring 1 (one) Bigha 6 (six) cottahs 2 (two) chittacks and 13 (thirteen) sq.ft. situate lying at and comprised in the said premises No. 8, Acharya Jagdish Chandra Bose Road, Kolkata more fully described in the First Schedule above written;

**Together with** undivided proportionate share or interest in the common parts and areas of the Building "Circular Court" at premises No. 8, Acharya Jagdish Chandra Bose Road, Kolkata described in the Third Schedule hereunder written;

**Together with** the right to use and enjoy in common with the Owners and/or occupiers of other offices and spaces at the said building "CIRCULAR COURT" the common parts, areas, amenities and installations at the said Building "Circular Court" at No. 8, Acharya Jagdish Chandra Bose Road, Kolkata.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

The common areas and facilities shall include -

1. The foundation, columns, girders, beam, supports, main walls, corridors, stairs, landings and entrance and exit through the main gate and roof of the building;
2. Common passage on the ground floor. The building compound wall excepting open garage space;
3. Drainage and sewerages;

**PART-II**

The common parts and area of the building: -

*Acharya Jagdish Chandra Bose*  
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1. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas in the office complex;
2. Transformer, electrical substation, their accessories and/or distribution cables;
3. A generator sufficient for running hot, water pump and lighting the staircase, lobby and other common areas, together with the space required for installing the same, to be operated during power failure subject however to force majeure and other reasons beyond the control of the Developer or the company upon its formation;
4. Drains and sewers from the building to the Corporation duct;
5. Tube-well to augment Calcutta Corporation water supply;
6. Stair case and lobbies of mosaic flooring having windows fitted with steel casement with glass and/or iron/cement grills;
7. Lifts, lift well and lift room containing lift installations;
8. Water pump, water reservoir overhead water tank and distribution pipes from overhead water tank to different units and from reservoir to that tank;
9. Electrical wiring from ground floor to the units respectively nad main switch and meter;
10. Water and sewage evacuation pipes till the same joins the corporation drains and pipes;
11. Boundary walls on the northern southern and western side and gates to the premises;

It is clarified that such common parts shall not include any open and/or covered space (whether appurtenant to unit or otherwise reserved by the Developer for car parking or other purpose whatsoever) or the roof, the parapet walls and/or all areas or parts of the building and/or the office complex save those required for ingress and egress to and from the units respectively from the main municipal road and for installation and servicing water tank and lift on the roof of the building and the access thereto shall be such as may be demarcated by the Developer from such purpose from time to time.

**THE FORTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. The expenses for maintenance, operating, white washing, painting, repairing renovating, replacing, re-decorating and/or lighting the common parts including the outer walls of the building, parking spaces and boundary walls;
2. The expenses for maintenance of and operating the generator for running lift water pump and lighting the staircase, lobby and other common areas in the

*Chaitanya Agarwal*





office complex including those for renovating repairing and/or replacing the same;

3. The salaries and other expenses for all persons employed for the common purposes;
4. Expenses and deposits for supplies of common utilities to the Co-owners;
5. Municipal and other rates taxes and levies and all other outgoings save those separately assessed or incurred in respect of any unit;
6. Cost of establishment operations administrations and/or relating to the common purposes;
7. Litigation expenses incurred for the common purpose;

All the expenses and outgoings as are necessary or incidental for the common purposes including for creating a fund for replacement, renovation, painting and/or periodic repainting of the common parts;

IN WITNESS WHEREOF the Vendor and the Purchaser abovenamed have put their respective hands and seals the day month and year first above written.


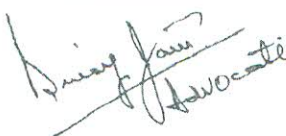
SIGNED SEALED AND DELIVERED by  
the VENDOR abovenamed at Kolkata in  
the presence of:

  
PAWAN KUMAR LOHIA  
S/o Late NIKHIL CHAND LOHIA  
CIRCULAR ROAD  
8. ACHARYA JAGADISH Bose Road  
KOLKATA - 700 017  
  
Advocate

~~THE SOUTH PROPERTY PRIVATE LTD~~  
Deoki Nandan Goenka  
~~Director~~

(DEOKI NANDAN GOENKA)

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

  
  
Advocate

Ambey Mining Pvt. Ltd. (1)  
Avishek Agarwal  
Director

(AVISHEK AGARWAL)

Received of and from the within named  
Purchaser the within mentioned amount of  
consideration in full as per Memo  
hereunder written.

Rs. 75,00,000.00

(Rupees Seventy five lacs) only.

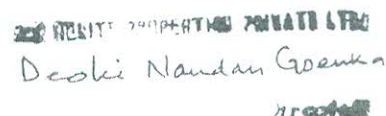
MEMO OF CONSIDERATION

1.	By Cheque no. 347165 dated 04.02.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 5,00,000.00
2.	By Cheque no. 462393 dated 10.03.2006 drawn on Panjab National Bank, Shakespeare Sarani, Kolkata in favour of the Vendor for ...	Rs. 5,00,000.00
3.	By Cheque no. 347196 dated 24.04.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 5,00,000.00
4.	By Cheque no. 347197 dated 24.04.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 5,00,000.00
5.	By Cheque no. 518921 dated 08.05.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 10,00,000.00
6.	By Cheque no. 518922 dated 08.05.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 5,00,000.00
7.	By Cheque no. 518926 dated 15.05.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 10,00,000.00
8.	By post dated Cheque no. 518927 dated 30.05.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 15,00,000.00
9.	By post dated Cheque no. 518928 dated 10.06.2006 drawn on UTI Bank Ltd., Kolkata in favour of the Vendor for ...	Rs. 15,00,000.00
Total		Rs. 75,00,000.00

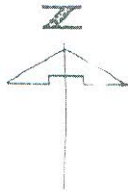
(Rupees Seventy five lacs) only.

Witness:



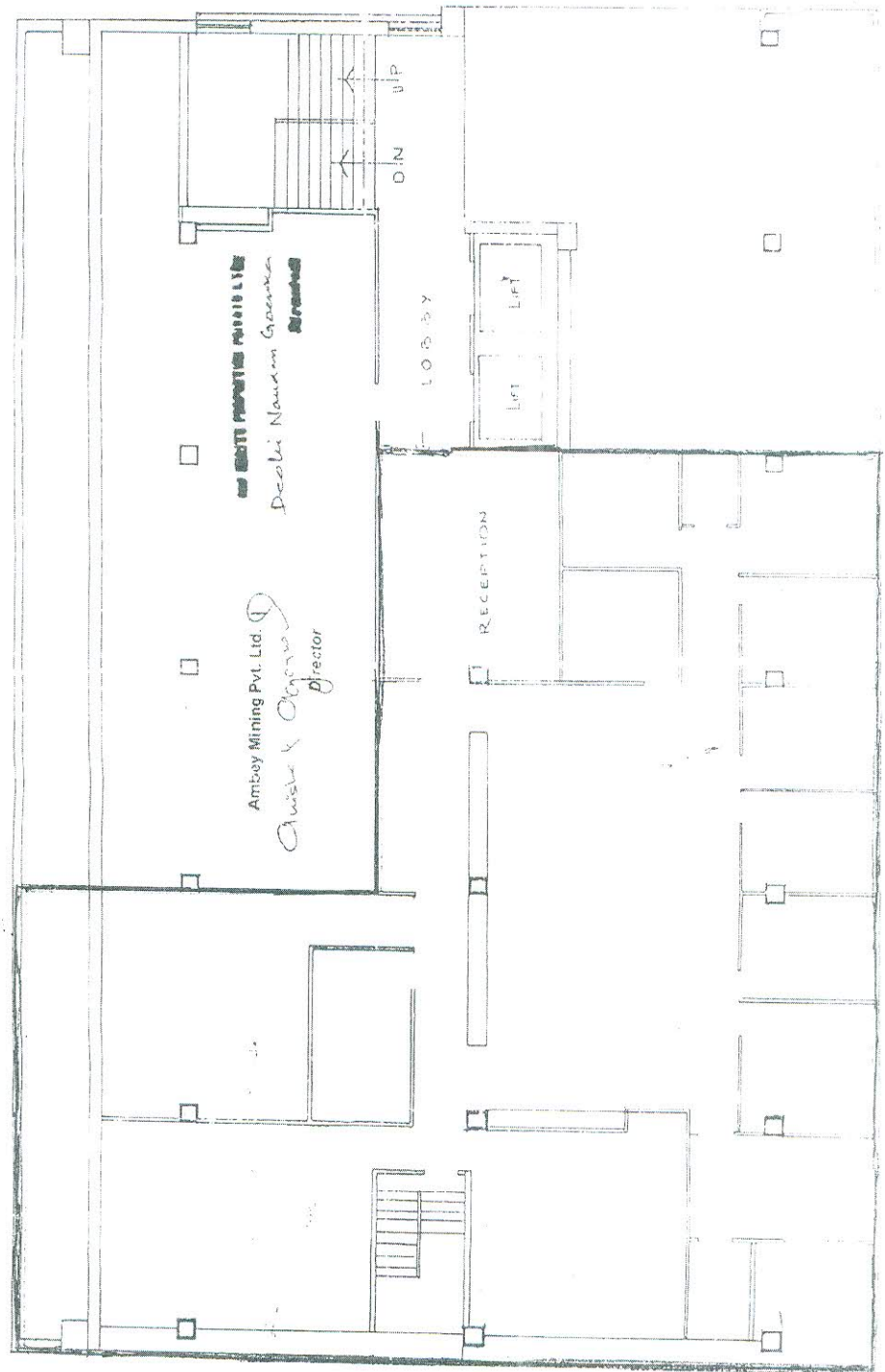
  
Deoki Nandan Goenka  
Director





9TH FLOOR PLAN, 3 A J C BOSE ROAD, CALCUTTA

SCALE - 1/8" = 1'-0"



2

PARKING SPACE

AMBAY MINING PVT. LTD.

AMBAY MINING PVT. LTD.

14	15	16	17	18	19	20	21	22	23	24	25	26	27	Front Boundary
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P A R K I N G SPACE  
Ground Floor

Ambey-Mining Pvt. Ltd.

Chuslek Agarwal  
Director



BUILDING

SHRUTI PROPERTIES PRIVATE LTD.  
Devi Nandan Goelka

Director

Ground Floor

P A R K I N G SPACE











GATE	12	11	10	9	8	7	6	5	4	3	2	1	GATE
	PROPERTY LINE												











AMBAY MINING PVT. LTD. ROADS

Parking no 5 & 6 in front of



# SPECIMEN FORM FOR TEN FINGERPRINTERS

Sl. No.	Signature of the executants/and/or purchaser Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
1	<i>Chisler Agnew</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						

Sl. No.	Signature of the executants/and/or purchaser Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
2	<i>Deoki Nandan Goenka</i>					
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						

Sl. No.	Signature of the executants/and/or purchaser Presentants	Little	Ring	Middle (Left Hand)	Fore	Thumb
3						
		Thumb	Fore	Middle (Right Hand)	Ring	Little