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ADDITIONAL REGISTRAR OF
ASSURANCES - KOLKATA

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235300

THIS INDENTURE OF CONVEYANCE made on this
1st day of April, 2007 BETWEEN **Mr. Sanjay
Kanoria**, aged about 51 Years son of Late Prabhu Dayal
Kanoria, residing at No. 114, Meghnath Saha Sarani,
(previously known as Southern Avenue) Kolkata - 700
029 hereinafter referred to as the '**VENDOR**' (which
expression shall unless excluded by or repugnant to the
subject or context be deemed to

35271/

017622
11-8-07
335/07

Side Road, Kolkata - 700 019 morefully and particularly

52148

Serial No.
Name M. Anand Kumar Jais
Address 7, Iron Side Rd
Kol - 19
Licensed Stamp Vendor
S. SARKAR
Date

110807

110807

Presented for Registration
by M. Anand Kumar Jais
Vendor S. SARKAR

M. Anand Kumar Jais

off 18/8

Stamp 18/8

Stamp 18/8

M. Anand Kumar Jais
D. L. Jais at 7, Iron
Side Rd, Belgaum
W.P.

off 18/8

Dobashis Gushin
S/O Late G. H. Kumar Gushin
25B Central Road
Jadavpur
Kolkata - 700 032
Service

Dobashis Gushin
S. H. G. Gushin
25B Central Road
Jadavpur
Kolkata - 700 032
Service

ADDITIONAL REGISTRATION
OFFICE

mean and include the said owner companies and their respective successors-in-interest, assigns, nominees and assigns of the FIRST PART;

AND

Mr. Manoj Kumar Jain, aged about 33 years, s/o Sri Darshan Lal Jain residing at Flat 4B, 4th Floor, 7 Iron Side Road, Ballygunge, Kolkata - 700 019 hereinafter referred to as the '**PURCHASER**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors-in-interest, assigns, (nominees) of the SECOND PART.

WHEREAS

1. By an Indenture of Lease dated 6th February, 1973 made between Sri Deb Kumar Majumdar s/o Late Jitendra Nath Majumdar, a resident of 38, Old Ballygunge 2nd Lane, Thana Karaya, Kolkata therein called the Lessor of the One Part and Kamal Kumar Khemka and Mahesh Kumar Khemka therein called the Lessees of the Second Part and Hari Krishna Goenka as the party of the Third Part and registered in Book No 1, Volume No 13, Pages 82 to 93 being No. 219 for the year 1973 at the office of the Sub-Registrar, Sevidah, the said Deb Kumar Majumdar granted a lease unto and in favour of the said Lessees for a period of 40 years commencing from 1st March, 1973 with right to sub-lease and/or sub-let the Municipal premises No. 7, Iron Side Road, Kolkata - 700 019 morefully and particularly

 *Sergio L. Llanos*
19/09/2007

Reg. CC - Cuba
29 de Septiembre de 2007
1 to 10
Monte, 200 012
Forma

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mentioned and described in the Schedule thereunder written and also hereunder written which is hereinafter called the said premises on the terms and conditions appearing therein.

2. The said Kamal Kumar Khemka and Mahesh Kumar Khemka by another Indenture of Lease dated 30th day of May, 1973 granted a sub-lease in respect of the said premises unto and in favour of Sri Prantsal Rai Bhagar (since deceased) as Karta of M/s Harinarz Gopiram HUF for a period of 39 years and 9 months being the unexpired residuary period of the said lease dated 6th February, 1973.

3. By an Indenture of Assignments dated 28th December, 1982 made between the Kamal Kumar Khemka and Mahesh Kumar Khemka therein called the Assignor and registered in Book No. 1, Volume No.....being No. 11265 for the year 1982 the said Kamal Kumar Khemka and Mahesh Kumar Khemka for the consideration therein mentioned and on the terms and conditions therein contained assigned and transferred unto the said Puja Commercial Co. Ltd the said assigned all that the leasehold interest of the said Kamal Kumar Khemka and Mahesh Kumar Khemka the assignors therein in respect of the said premises for the residue-unexpired period of the lease under the said Indenture of Lease dated 6th February, 1973.

4. The said Deb Kumar Majumdar by 4 (four) several indentures of conveyance all dated the 28th day of December, 1982 sold, conveyed, assigned and

ADDITIONAL REGISTRATION OF
APPROPRIATES, KOLKATA



assured the one fourth undivided share or interest in the said premises into and in favour of (1) Gopi Ings & Steels Private Limited, (2) Gopi Properties Private Limited, (3) Lilicah Vloof Mills Private Limited and (4) Agreator Investments Private Limited, the "owners" respectively, free from all encumbrances, subject however to the ten subsisting unexpired residuary period of the said lease, absolutely and forever. The owners thus became and are entitled to an undivided one fourth share in the right, title and interest of and in the said Municipal premises No. 7, Iron Side Road, P.S. Karaya, Kolkata 700 012 which is morefully mentioned in the first schedule hereunder written.

5. By an Indenture of Surrender of lease dated 4th June, 2001 Puja Corporation Limited (previously known as Puja Commercial Co. Limited) surrendered unto the owners the said lease and the owners took over the said premises free from all encumbrances, charges, claims, demands, mortgages, acquisitions or requisition, whatsoever or howsoever and have since then jointly been in peaceful possession and enjoyment of the said premises.

6. The owners also applied for a No Objection Certificate of the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and the said authority has vide Ref/12/XVI-1156/2000 dated 21st February, 2001 granted the said NOC to the owners.

7. The owners made an application to the Corporation of Calcutta for sanction of the appropriate building plan

which has since been sanctioned vide Sanction No. 2001/086135 dated 1st February, 2002 and have also applied for and / or obtained registration under the provisions of Sub-Section (3) of Section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promotion) Act, 1983.

8. One of the owners M/s. Gopi Properties Pvt. Ltd., the Developer was authorized and empowered by the owners to complete the construction of the proposed new multi-storied building in or over the said premises upon demolition of the existing old building on behalf of all the owners.

9. The Developer has by its letter dated 22nd August, 2002 duly made the respective allotments in favour of the owners including the allotment for itself as the Developer towards the Developer's share apart from its share as one of the owners in respect of the several residential flats together with the respective car parking spaces and servant quarters whereupon the owners / vendors herein became entitled to their respectively allotted flats / car parking spaces and servant quarters.

10. In terms of the above mentioned letter dated 22nd August, 2002 as modified thereafter, the owners became entitled to their respectively allotted flats as follows (together with the respective car parking spaces and servant quarters)

- a) Gopi Iron & Steels Pvt. Ltd - Flat Nos. 4A and 5A
- b) Agronice Investments Pvt. Ltd.-Flat Nos.1A and 2A
- c) Lilloch Flour Mills Pvt. Ltd - Flat Nos. 1B & 2B, and

di Gopi Properties Pvt. Ltd - Flat Nos 3A, 3B, 4B & 5B

11. In terms of the above mentioned agreement, Gopi Properties Pvt. Ltd became and is entitled to all those four respective residential flats being Flat Nos 3A, 3B, 4B and 5B together with the car parking spaces and the servant quarters at the building constructed at the said Municipal premises No. 7, Iron Side Road, Kolkata 700 019.

12. Pursuant to the negotiations held between Gopi Properties Pvt. Ltd and the Vendor herein, the Vendor herein agreed to purchase the residential flat No.3A lying and situate on the 3rd floor of the said premises and Gopi Properties Pvt. Ltd agreed to sell, grant, transfer, convey, assign and assure unto the Vendor herein the said No. 3A for the consideration and on the terms and conditions mutually agreed by and between Gopi Properties Pvt. Ltd and the Vendor herein.

13. By a Deed of Conveyance dated 24th April 2003 executed by and between Gopi Properties Pvt. Ltd and the Vendor herein and registered in Book No.1, Volume No.... Page 1 to 38, Deed No.15280 for the year 2006, the Vendor herein became the absolute owner and is in possession of the said flat No.3A lying and situate at 7, Iron Side Road, Ballygunge, Kolkata 700 019 together with 2 (two) car parking spaces being No.9 and 10 and 1 (one) Servant Quarter being No.6 on the ground floor of the said premises.

14. Due to certain business exigencies, the Vendor herein expressed his desire to sell the said flat No.3A together with the 2 car parking spaces and 1 Servant Quarter, and the Purchaser herein has agreed to purchase the said flat morefully described in the Schedule hereunder free from all encumbrances whatsoever and with peaceful vacant possession for the consideration and upon the terms and conditions mentioned hereinafter.

NOW THIS INDENTURE WITNESSETH as follows:

15. In pursuance of the said Agreement and in consideration of the sum of Rs. 1,20,00,000/- (Rupees one crore twenty lacs only) paid by the Purchaser to the Vendor at or before execution of these presents wherein whereof the Vendor doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof for ever release, discharge, acquit and exonerate forever the Purchaser and the said residential flat. The Vendor doth hereby absolutely and indefeasibly grant, sell, transfer, convey, assign and assure unto the Purchaser the said residential flat No.3A lying and situate on the 3rd Floor of the said building, built erected constructed and standing at the Municipal premises No. 7, Iron Side Road, P.S. Girgaon, in the town of Kolkata which are more fully and particularly mentioned and described in the **Second Schedule** hereunder together with the undivided, proportionate, impartible and variable share of interest in the land comprised in the said premises which is

mentioned in the **First Schedule** hereunder written appertaining to the said residential flat as also the proportionate cost of super built up area in common parts, areas, services and facilities etc. comprised in the said building and attributable to the said flat and also the said two car parking spaces being Nos. 9 and 10 only for parking of medium size cars and the said one servant quarter No. 6 on the ground floor of the building, of the lawful money of the Union of India with and withy paid by the Purchaser to the Vendor at or before execution of these presents and the proportionate undivided share in the Common Parts and Common Areas of the said building mentioned and described in the **Third Schedule** hereunder written for the beneficial use and enjoyment of the said flat unto the Purchaser free from all encumbrances, charges, claims, demands, trusts, liens, liens, liens whatsoever and howsoever and easements or quasi-easements rights in connection with the beneficial use and enjoyment of the said flat to have and to hold the undivided share in the said land and the said flat hereby transferred conveyed absolutely and forever excepting and reserving such easement or quasi-easements rights and privileges as are mentioned in the **Fourth Schedule** hereunder written and subject to the observance of the terms, conditions and covenants and the stipulations and obligations to be observed by the owners of the several flats at the said building and also subject to the Purchaser's paying and discharging taxes and impositions on the said flat wholly and the common expenses proportionately and all other outgoings in connection with the said flat wholly and proportionately for the said building and also subject to the terms that

all the property and rights in the said proportionate undivided variable share in the said land hereby transferred are indivisible, composite and cannot be severed or claimed separately under any circumstances.

15A. On the date of execution of these presents, the Vendor hereby hands over the vacant, peace and peaceful possession of the said flat No. '3A' on the Third Floor of the premises No. 7, Iron Side Road, Ballygunge, Kolkata 700 019 together with 2 (two) Car Parking spaces being numbers 9 and 10, and 1 (one) Servant Quarter being No.6 on the ground floor of the said premises together with its proportionate right and interest in the common areas and facilities of the said premises which the Purchaser hereby acknowledges.

16. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

a) The Vendor hereby confirms and acknowledges that as on the date of handing over possession, there is no outstanding tax liability payable either to the Municipal Corporation or to the Association or to any other Authority with regard to the said flat and the premises and further undertakes that in case any past liability accrues or demand is made on the Purchaser for the period before the date of execution of these presents, the Vendor shall reimburse / compensate the Purchaser for such liability as and when demanded by the Purchaser.

b) The interest which the Vendor hereby profess to transfer subsists and that the Vendor has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the purchaser the said undivided share, the said flat together with the above mentioned rights in the manner aforesaid.

c) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said undivided share and the said flat and every part thereof and to receive rents issues and profits thereof without any interruption disturbance claims or demand whatsoever from or by the Vendor and third parties and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever.

d) The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and / or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said flat and the said undivided share to the said land together with the rights hereby granted unto the Purchaser and in the manner aforesaid.

e) The said undivided share and all other properties and rights hereby transferred are free from all encumbrance attachments liens dispendencies whatsoever made or suffered by the Vendor or his predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.

b) The interest which the Vendor hereby profess to transfer subsists and that the Vendor has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the purchaser the said undivided share, the said flat together with the above mentioned rights in the manner aforesaid.

c) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said undivided share and the said flat and every part thereof and to receive rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever.

d) The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and / or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said flat and the said undivided share to the said land together with the rights hereby granted unto the Purchaser and in the manner aforesaid.

e) The said undivided share and all other properties and rights hereby transferred are free from all encumbrance attachments liens dispendens whatsoever made or suffered by the Vendor or his predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.

1) The owners hold their respective original title deeds recited herein above relating to the said land mentioned in the Schedule hereunder written and they shall, unless prevented by fire or some other inevitable or irresistible force, from time to time and at all times hereafter and upon every reasonable request and at the cost of the Purchaser, produce to the Purchaser or the attorneys or Agents or at any trial commission examination or otherwise as occasion shall require all or any of the said deeds, documents and writings and also at the like request and cost of the Purchaser, deliver to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may reasonably require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and unconcealed.

17. THE PURCHASER DOETH HEREBY COENANT AND AGREE to abide by and perform all the covenants, stipulations and obligations and the Rules, Regulations, Bye Laws etc, frames with regard to the said building and further confirms that :

a) The Covenants stipulations and obligations required to be performed by the Purchaser after taking possession of the said flat in terms of the conditions contained herein shall be deemed to be covenants and obligation running with the land and the said flat and shall always be binding on the Purchaser including the person / persons in possession use and enjoyment of the said flat.

b) The land and the proportionate and undivided interest in the land and all the ten flats constructed within the said building and owned or to be owned and possessed by the other purchasers and / or the owners will be subject to rights easements, quasi-easements, appurtenances, reservations and exceptions as are mentioned in the **Fourth Schedule** hereunder and shall always be subject to stipulations and obligations to be observed by the flat owners.

THE FIRST SCHEDULE

ALL THAT the land premises messuage tenement hereditament containing by measurement an area of 1 (One) Bigha 3 (Three) Cottahs 13 (Thirteen) Chittacks and 42 (Forty-two) Square Feet be the same a little more or less situate lying at and being premises No. 7, Iron Side Road, Ballygunge, Kolkata 700 019 within the Municipal Limits of Kolkata and the compound and all other appurtenances, easements and privileges belonging to or any way relating the said premises or howsoever otherwise the said premises is butted and bounded known numbered called described or distinguished as follows:

ON THE NORTH	: Iron Side Road
ON THE SOUTH	: No.6, Iron Side Road
ON THE EAST	: No.40, Iron Side Road
ON THE WEST	: No.6, Iron Side Road

THE SECOND SCHEDULE

ALL THAT the residential flat No. 3A, lying and situate on the Third Floor of the Building, having, having a super built up area of 4310 (Four Thousand Three Hundred Ten) square feet be the same a little more or less, constructed and comprised in or over the land comprised in the premises mentioned in the first schedule above written together with the Proportionate Share of Common Parts and Common Area and comprised in the Building and the premises and also the undivided proportionate impartible variable share of the land mentioned in the **First Schedule** hereinabove mentioned and the said flat, common parts and common area to be constructed and completed in the manner specified in the **Fourth Schedule** hereunder written and the two car parking spaces being Nos. 9 and 10 on the ground floor and the one servant quarter being No. 6 on the ground floor of the said premises.

THE THIRD SCHEDULE

COMMON AREAS, PARTS AND FACILITIES

1. Compound, lawn, compound walls, entrance gates pathways and driveways and security check posts and the compound lighting and fixtures.
2. Tube well, water distribution system, overhead water tank, pump and pump room (s), fittings, installations and fixtures thereof.
3. Electrical installation including transformer, switch gears, control panels and meter room (s) Generators.
4. Underground water reservoir, septic tanks and sewage system
5. Mains wiring for electricity, telephone and television
6. Maintenance office and stores for common services
7. Lift, lift well, shaft and lift machine room with all equipments
8. Entrance lobby, letter boxes and common circulation spaces
9. Staircases and landings and common passages at all floors.
10. Terrace earmarked for common purposes

THE FOURTH SCHEDULE

RIGHTS EASEMENTS QUASI-EASEMENTS AND APPURTENANCES

1. As from the date of possession of the Flat, the Purchaser

a) Shall have right of access (in common with all other Purchasers and/or other Occupiers of the flat / flats for the time being, and their respective servants and licensees) at all time for all normal purposes connected with the quiet and peaceful use and enjoyment of the flat, common areas and common parts of the building including paths, roads, gardens etc.

b) Shall have right of way (in common with all other Purchasers as aforesaid) at all time for all purposes connected with reasonable use or enjoyment of the flat/flats, with or without vehicles over and along such driveways, footpaths and parking bays (if purchased by the Purchaser separately). The Purchaser shall not be permitted to obstruct driveway or footways or any parking bays allocated to any one of other Purchasers by depositing materials or parking vehicles on the above mentioned places.

c) Shall have right of support and protection from the other flat / flats as the case may be by all parts sold to other Purchasers.

d) Shall have right (in common with the Purchasers or occupiers or any part thereof and their respective servants and licensees) to the passage of electricity, water etc. to and from the flat/flats through the pipes

drains and wires lying below or above or around all other flat/flats for the common usage by all the Purchasers of flat/flats in the Building.

e) Shall have right with or without workmen and necessary materials to enter from time to time upon the retained premises or flat/flats or all other owners for the purpose of repairing so far as may be necessary such pipes drains wires and conduits aforesaid and for the purpose of repairing or repainting any part of that flat / flats or for the purposes of cleaning of windows thereof (in so far as such repairs repainting or cleaning as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon given reasonable previous notice of the intention so to enter to other Purchasers or Occupier for the time being of the all other flat / flats and make it good to the reasonable satisfaction of such other as aforesaid any damage caused to any part of all other flat / flats arising directly or indirectly out of the exercise of the right by this paragraph given) and the right to enter and examine the condition of the flat / flats and to execute repairs therein.

f) Shall not obstruct any pathways and sidewalks and lobbies used for any other purpose other than for ingress to and egress from the Building as the case may be.

g) Shall have the right at all times to park roadworthy and duly licensed private motor vehicle(s) on the part designated by and purchased.

2. All appurtenances, facilities and other items which are not part of the Building and is meant for common use of all the Purchasers, shall be general common elements and the same shall be included by way description but not by way of limitation.

a) All land comprised in the said premises

b) All private streets, driveways, curbs and sidewalks

c) Storage rooms and maintenance sheds for serving the entire premises

d) Lawn areas, shrubbery, conduits, utility lines, water connections, electric connections.

e) Public connections and meters for electricity telephone and water not owned by the public utility or other agencies.

f) Exterior lighting and other facilities necessary to the upkeep and safety of the common areas of the Building serving more than one flat/flats

g) All tangible personal property required for the operation and maintenance and administration of the Building

h) Any easement or other right which may now or hereafter be granted for the benefit of the Purchasers or others for access to or use of the general common elements.

i) All other facilities or elements of any improvements within the Building or the premises necessary or convenience to the management operation maintenance and safety of the Building or normally in common use.

3. The right of support and protection for the upper or lower flat by all parts of the Building so far as to support and protect the same.

4. The Right (in common for the Purchasers, his successors in title, the owners or occupiers for the time being of the Building or any part thereof and their respective servants and licensees) as hither to be enjoyed by other Purchasers for access at all times for all purposes connected with the reasonable use and enjoyment of the common parts of the Building but not so as to prejudice or interfere with the exclusive right of the Purchaser if any.

5. Right of passage (in common for the Purchasers and others as aforesaid) of electricity, water etc. from and to any part of the other flat/flats through pipes, drains, wires etc. lying under, through or over the flat/flats so far as may be reasonably necessary for the beneficial occupation of the other Purchasers for all purposes.

6. The right (in common for others as aforesaid) with or without workmen and necessary materials to enter from time to time into or upon the flat/flats for the purpose of repairing so far as may be necessary such

pipes, drains, wires and conduits as aforesaid and for the purpose of repairing or repainting any parts of the other flats or for the purpose of cleaning the windows thereof (in so far as such repairs repainting or cleaning as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon given reasonable previous notice of the intention so to enter to the Purchaser or other Owner or Occupier for the time being of the all other flat / flats and make it good to the reasonable satisfaction of the Purchaser or owner or occupier for the time being of the other flats and making good to the reasonable satisfaction of the Purchase or such other as aforesaid any damage caused to any part of all other flat / flats arising directly or indirectly out of the exercise of the right by this paragraph given) and the right to enter and examine the condition of the flat / flats and to execute repairs therein.

7) The right (in common as aforesaid) to use for purposes only of access to and egress from the upper flat the front entrance to the Building and that part of the entrance hall of the lower flat leading to the staircase to the upper flat and the exclusive right as aforesaid to use for such purposes as aforesaid the said staircase subject to the liability to keep the same clean and tidy and unimpeded by any obstruction.

8. The Purchaser agrees and undertakes as follows:

a) To co-operate with management and maintenance of the flat, building.

b) To observe the rules and regulations contained herein and as may be framed from time to time for formation of the Holding Company by holding company for quiet and peaceful enjoyment of the said building.

c) To allow the maintenance staff and successor in title with or without workmen to enter into the flat and the building for the purpose of maintenance and all repairs.

d) To maintain the structure of the flat in such a state of repair and conditions as shall at all times hereafter ensure the maintenance of support and protection to the flat.

e) To permit the Holding Company and / or their agents with or without workmen, once a year at a reasonable time and upon giving reasonable notice of such intention to enter and examine the condition of the flat. This would be to ensure that there is due observance of the covenants contained herein.

f) The Holding Company may serve upon the flat holder notice in writing specifying any repairs necessary to be done and require the flat holder forthwith to execute the same. If the flat holder shall not within one month after the service of such notice proceed diligently with the execution of such repairs then to permit the Holding Company / its staff / agency to enter the flat and execute such repairs. The cost of such repairs shall

be a debt due to the Holding Company from the flat holder and could be forth recoverable by action.

g) At all time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance, repairs and upkeep of the Building. Such payments are to be made to the Holding Company.

h) To pay all proportionate charges for electricity relating to the common parts and common areas for electricity relating to the common parts and common areas of the said Building and common parts and common areas thereof.

i) To pay all damages to any common fixtures and fittings or the Building caused by the owners of flat or their guests or servants or licensees.

j) Within one month after every conveyance, assent, transfer or lease (otherwise than by way of mortgage) of the flat, the purchase shall give notice thereof in writing with particulars thereof to the Holding Company concerned with the management of the building and to produce a certified copy of such conveyance, assent, transfer or lease and to pay to the Holding Company a registration fee in respect of each such conveyance assent transfer lease.

9. The Purchaser and / or the ultimate owners and occupiers of flats shall

a) Not at any time to make any structural alterations, modifications or additions to the flat.

b) Not make in the flat any structural additions 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 Holding Company and / or any concerned authority.

c) Not build, erect or put upon the common portion of the building any item of any nature whatsoever.

d) No obstruct by vehicles deposit of materials or otherwise the free passage there or of other persons entitled to rights of way over the said driveway and pathways for the flats sold to other purchasers.

e) Not lessen or diminish the support or protection now given or afforded by all parts of the sold flats to the upper an / or lower flat (and in particular not to submit the floor of the upper flat to a greater total load than specified and any load whatsoever shall be so distributed than no one square foot of the said floor shall at any time bear a greater load than specified weight).

f) Not hang from or to attach to the beams or rafts any articles or machinery which are heavy or light to effect or endanger or damage the construction of the building or any part thereof.

g) Not 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 building and flats therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

h) Not damage or demolish or cause to be damaged or demolished any portion of the common portion of the building at any time or the fittings and fixtures affixed thereto.

i) Not close or permit the closing of verandahs or lunge balconies and lobbies and common portion and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lunge or any external walls or the fences of external doors and windows, including grills of the said building which in the opinion of the Holding Company or its successors in title differs from the colour scheme of the Building or deviation or which in its opinion may affect the elevation in respect of the exterior walls of the said building.

j) Not install grills the design of which has not been suggested approved by the Architect.

k) Not fit, fix and install air conditions on any part of the flat excepting the places so designated.

l) Not 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 central antenna facilities to be provided to the Purchase and to the other Purchasers of the flats in the Building.

m) Not maim, injure or deface the footings, foundations main walls or supporting beams of the lower and / or upper flats save in connection with and so far as may be necessary to permit renovations or repairs to the lower and / or upper flat.

n) Not use the flat save as a single private dwelling house and not to take in lodgers.

o) Not cause or permit obstruction of any drain or pipe used in common with other Purchaser for the passage of water or soil in connection with the Building.

p) Not do permit or suffer to be done in or upon the flat anything which may be or become a nuisance, annoyance or cause damage or inconvenience to other Purchasers or the Owners of the neighboring houses, Building which may reduce the market value of the flat and the Building.

q) Not throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of thereof except in the space for garbage to be provided in the ground floor of the said Building.

r) Not make or permit any disturbing noises in the Building by the Purchaser himself, his family, his invitees or servants or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other owners.

s) Not put their names in entry passages expecting in the proper place or on the mail box provided for the use of the flats occupied by the Purchasers.

t) Not allow dust, rubbish or litter swept from the flat to be left or deposited in any of the passageways or pathways or thrown in any passageways ways or pathways and shall keep / deposit in a particular place earmarked for that purpose.

u) Not loiter in the pathways, lobbies or passageways without proper reasons.

v) Not throw anything (including cigarettes, spitting of pan) or emptied by the Purchasers or their servants or their guests out of the windows and / or doors on any where on the common portion of the Building and the parking lot or any other common portions nor shall fix shade, awning, window guards or any temporary articles to be hung or placed outside the window or building.

w) Not permit the lawns or other common portion of the Building to be fouled by dogs or other animals coming from the flat.

x) Not store or bring and allow to be stored and brought in the flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the Building or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner.

y) Not sub-divide the flat and / or the parking space allocated thereof.

z) Not close any windows or make openings in the walls or through the walls of the flat.

aa) Not claim any right over and in respect of the roof of the said Building or any portion thereof unless expressly sold by the Developer to the Purchaser.

bb) Not repair any joist or beam supporting the floors of the flat without giving notice to the residents association or co-operative or Private Limited Co. of the intention so to do giving details of the work intended to be done so that the aforesaid Institutions may take such precautions as it may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given the Purchaser shall not be liable for any damage resulting to the ceilings of the lower flat.

10. The Purchaser shall at all times hereafter contribute and pay such sum as may be determined from time to time towards the management, maintenance, repairs and upkeep of the Building. The

first of such payments is to be made to the Holding Company.

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the Vendor At Kolkata

in the presence of :

Raj to Chandra
39, Shakespeare Road
5th Floor
Kolkata - 700017 India.

SIGNED SEALED AND DELIVERED

by the Purchaser at Kolkata

in the Presence of :

D. N. Chandra Chandra
256 Central Road
Jodhpur
Kolkata: 700032

Sanjay to Ram
10/03/2007

10/03/2007

MEMO OF CONSIDERATION

Received of and from the within named Purchaser the sum of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lacs only) being amount payable towards the total consideration in terms heretof, as per memo below:

Sl. No.	Cheque No.	Date	Drawn on	Amount (Rs)
1.	401491	21.07.07	State Bank of India, Commercial Branch, Howrah	5,00,000/-
2.	614025	14.08.07	Development Credit Bank Limited, Shakespeare Sarani	51,18,000/-
3.	614026	14.08.07	Development Credit Bank Limited, Shakespeare Sarani	63,82,000/-
























Dabanghi's Credit

Sanjay K. Kumar
Director

Sanjay K. Kumar

Purchaser

SPECIMEN FORM FOR TEN FINGERPRINTS

 <p align="center">PHOTO</p>					
	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
(Right Hand)					
	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
 <i>Sanjay An. K. Kanani</i>	 Little	 Ring	 Middle	 Fore	 Thumb
	(Left Hand)				
	 Thumb	 Fore	 Middle	 Ring	 Little
	(Right Hand)				
<p align="center">PHOTO</p>	Little	Ring	Middle	Fore	Thumb
	(Left Hand)				
	Thumb	Fore	Middle	Ring	Little
	(Right Hand)				

DEED PLAN

PLAN SHOWING THE PORTION OF THIRD FLOOR FLAT No. 3A.

UNDER PREMISES No. 7, IRON SITE ROAD, KOLKATA - 700 019

AREA OF THE FLAT No. 3A : 328.3757 SQ. METRE (MORE OR LESS)

+ UNDIVIDED SHARE OF COMMON AREA : 72.0825 SQ. METRE (MORE OR LESS)

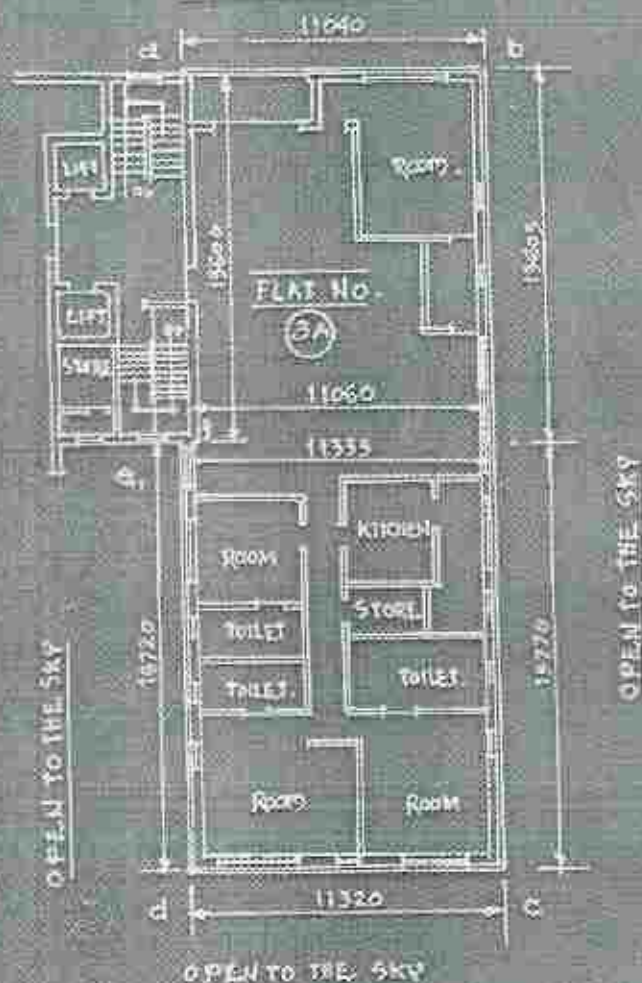
= TOTAL CHARGEABLE AREA OF THE FLAT No. 3A : 400.4584 SQ. METRE (MORE OR LESS)

IE : 400.4584 SQ. METRE MORE OR LESS / 4310.498 SQ. FT. (MORE OR LESS)

NET CHARGEABLE AREA OF THE FLAT No. 3A : 4310 SQ. FT. (MORE OR LESS)

DEMARCATED BY : a, b, c, d, e, f, g AND BORDERED BY COLOUR

OPEN TO THE SKY



Handwritten signature

Handwritten signature

Drawn by
CRAWL 10V

DATED.....DAY OF 2007

Registered in
BOOK NO
VOLUME NO
PAGE NO TO 34
DEPT NO 11167
YEAR 2007

BETWEEN

MR. SANJAY KANORIA
VENDOR

AND

MR. MANOJ KUMAR JAIN
PURCHASER



SALE DEED

7
ADDITIONAL REGISTRAR
ASSURANCES, KOLKATA
20.9.07



ADDITIONAL REGISTRAR
ASSURANCES, KOLKATA

20.9.07

SURENDRA KUMAR SINGHI
Practicing Company Secretary
F91, KAMAL ALAY CENTRE
25A, LENIN SARANI
KOLKATA - 700 012
Tel No 2215 8987