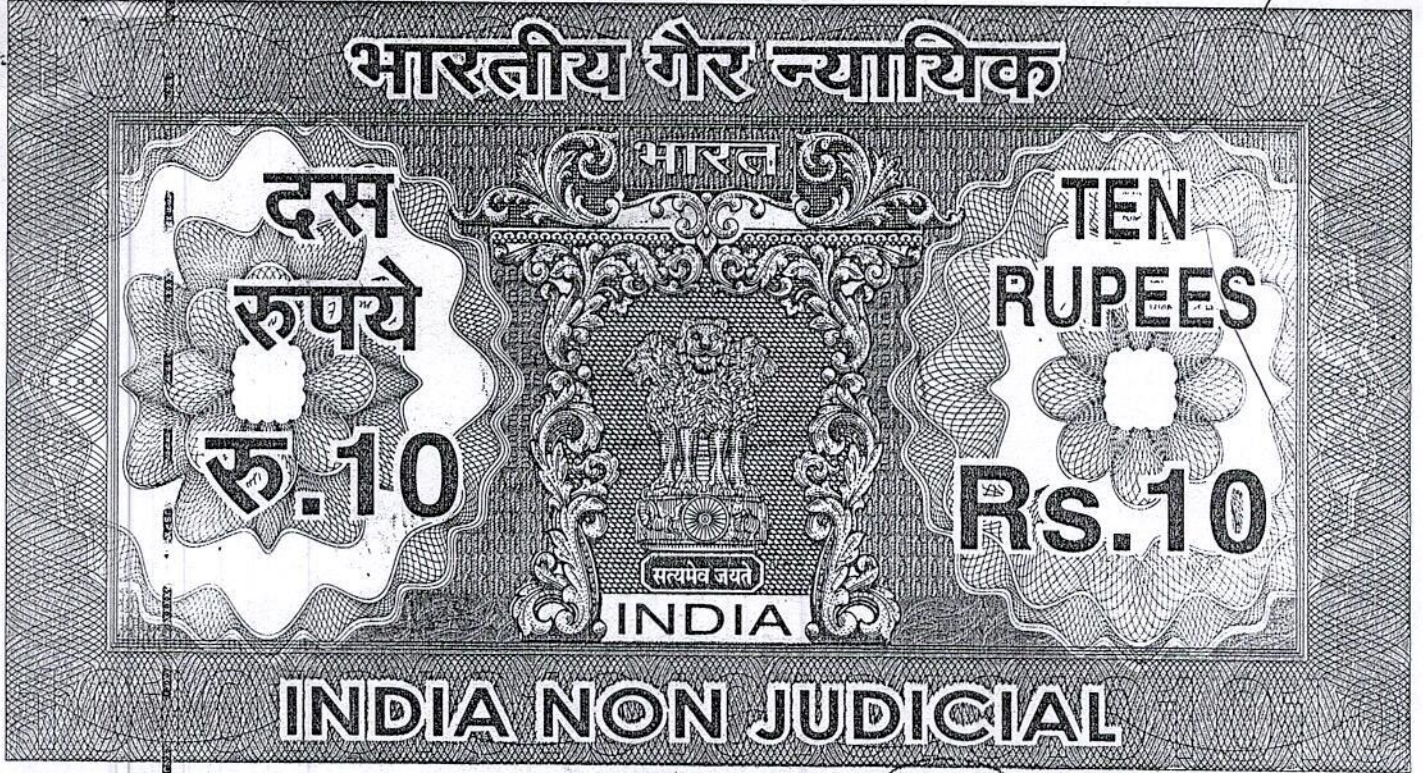


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Additional Registrar of
Assurances at Kolkata

- 8 JUN 2022

THIS INDENTURE is admitted to
the Registrar of Assurances and the
Registrar of Assurances are the part of the

Additional Registrar
of Assurances-III, Kolkata

THIS INDENTURE made on this 08th day of June Two Thousand
and Twenty Two

BETWEEN

VENDOR:

EDP SOFTWARE LIMITED, (CIN No. U52392WB1999PLC090202) a Company
Incorporated under the Companies Act, 1956 having its Registered Office situate at Rishi
Tower, Premises No. 02 - 315, Street No. 315, First Floor, New Town, Police Station
Technocity and Post Office New Town, Kolkata - 700156 having Income Tax PAN
AAACE6899A represented by its Authorized Signatory Mr. Susanta Kumar Chowdhury
Son of Shri Panchanan Chowdhury of 111/12/1, Sarat Chatterjee Road, Howrah
Corporation, Police Station Chatterji Hat, Post Office Shibpur, Howrah - 711102;

S K Chowdhury

Signature

S K Chowdhury

AND

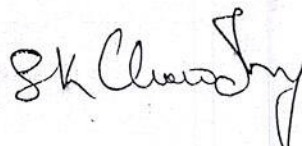
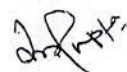
PURCHASER :

PURCHASER	NAME : GUPTA POWER INFRASTRUCTURE LIMITED
	DESCRIPTION : a Company incorporated under the Companies Act 1956
PURCHASER	ADDRESS : EN - 62, Sector - V, Salt Lake City, Post Office Nabadiganta Sub Post Office, Police Station Electronics Complex, Salt Lake, Sector - V, Kolkata - 700091.
	STATUS : Public Limited Company
PURCHASER	NATIONALITY : Indian
	INCOME TAX PAN : AAACG9210B
PURCHASER	DIRECTOR : Jitendra Mohan Gupta son of Late Bhagat Ram Gupta residing at Gupta Niwas, Gupta Cables Compound, Cuttack Puri Road, Post Office Budheswari, Police Station Laxmi Sagar, Bhubaneswar, Odisha, Pin - 751006 having PAN AASPG3099B and Aadhaar No. 3433 3525 7927.

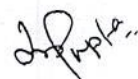
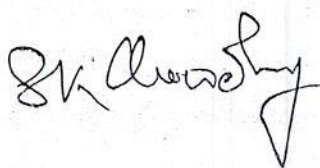
SECTION - I # DEFINITIONS & INTERPRETATION:

I. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- (i) **"Appurtenances"** shall mean the appurtenances to the Designated Unit morefully and particularly mentioned and described in **Part-II of the Second Schedule** hereunder written.
- (ii) **"Building Complex"** shall mean the said premises with the said Building and all other buildings and structures from time to time constructed thereat.
- (iii) **"Building Plan"** shall mean the plan for construction of the said Building sanctioned by the West Bengal Housing Infrastructure Development Corporation Limited (in short "HIDCO") vide Building Plan No. 171/09-10 dated 12.01.2010 and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Vendor with the approval of the Architects and/or the concerned authorities;

- (iv) **"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in the Building and the said premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Vendor for common use of the Purchaser in common with the Vendor and other persons permitted by the Vendor;
- (v) **"Common Expenses"** shall mean and include all fees, costs, charges and expenses for the Common Purposes and also in respect of the Mechanized Parking System and include all those mentioned in the **FOURTH SCHEDULE** hereunder written;
- (vi) **"Common Purposes"** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the said Building and in particular the Common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common;
- (vii) **"Co-owners"** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit in the said Building and taken possession of such Unit and include the Vendor for those Units not alienated or agreed to be alienated by them;
- (viii) **"Designated Unit"** shall mean the Unit morefully and particularly mentioned and described in **PART-I** of the **SECOND SCHEDULE** hereunder written.
- (ix) **"Maintenance In-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Vendor or the Co-owners as the case may be in terms of the clause 5.1 and its sub-clauses.
- (x) **"Mechanized Parking System"** shall mean the Mechanized Parking System at the said premises for parking of motor cars and include all equipments, appliances, accessories thereof and electricity and other connections thereto.



- (xi) **"Parking Spaces"** shall mean the spaces in the Building Complex including open spaces at the ground level, covered spaces under the Mechanised Parking System or otherwise expressed or intended by the Vendor to be used for parking of motor cars, two-wheelers etc.
- (xii) **"Purchaser"** shall mean one or more purchasers named above and include:-
- in case of a Company, its successors or successors-in-office and/or assigns;
 - in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - in case of a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- (xiii) **"said Building"** shall mean Building under construction by the Vendor at a portion of the said premises and include any additions or alterations made by the Vendor thereat from time to time.
- (xiv) **"said premises"** shall mean premises No.02-315 (erstwhile Plot No.DH-6/39), Street No.315, New Town, Kolkata, under Police Station Technocity (formerly Rajarhat) in the District of North 24 Parganas, West Bengal more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.;
- (xv) **"said share in the land"** shall mean the proportionate undivided indivisible share in the land comprised in the said premises attributable to the Designated Unit;
- (xvi) **"Vendor"** shall mean EDP Software Limited and include its successors or successors-in-office and/or assigns;

II **RULES FOR INTERPRETING THIS DOCUMENT:**

- Headings are for convenience only, and do not affect interpretation.
- Unless there be something contrary or repugnant in the subject or context, a reference to:

SK Choudhary

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- i Legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - ii. A singular word includes the plural, and vice versa.
 - iii. A word which suggests one gender includes the other genders.
 - iv. A Clause includes sub-clause/s if any thereof.
- (c) If a word is defined, another part of speech has a corresponding meaning.

SECTION - II # RECITALS:

- A. West Bengal Housing Infrastructure Development Corporation Limited (in short "HIDCO") had a state-wide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the State Government in the Housing Department on behalf of HIDCO acquired lands in the Districts of North 24 Parganas and South 24 Parganas and transferred the ownership to the HIDCO conferring on the HIDCO the entire responsibilities of developing the infrastructure services therein and also with power to transfer lands by way of sale to the individual persons, Cooperative Housing Societies, Corporate Bodies as well as Statutory Authorities as the case may be in order to develop New Town as a major hub for residential, industrial, institutional and cultural purposes etc.
- B. The Vendor herein applied to HIDCO through West Bengal Electronics Industry Development Corporation Limited for purchase of a piece and parcel of land in the New Town so as to enable the Vendor herein to erect buildings thereon for its own use IT & ITES purposes after complying with all formalities for allotment of such land by HIDCO.
- C. By an Indenture of Conveyance dated 5th November 2007 made between HIDCO as the Vendor and the Vendor herein therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Bidhannagar in Book I Volume No.4 Pages 20466 to 20483 Being No.6180 for the year 2007, the said HIDCO for the consideration therein mentioned sold conveyed

Sr. Chaudhary

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transferred assigned and assured unto and in favour of the Vendor herein All That the land comprised in the said premises on the terms and conditions therein contained.

- D. The building plans for construction of the said Building has been caused to be sanctioned by the Vendor from HIDCO vide Building Plan No. 171 dated 12.01.2010. The Vendor has constructed the said Building and has retained certain portions thereof for its own use.
- E. The Purchaser upon having got himself fully satisfied about the title of the Vendor to the Designated Unit and the Appurtenances and about the rights of the Vendor to convey the Designated Unit and the Appurtenances and all right title and interest of the Vendor (including those to be and remain excepted reserved unto the Vendor) as also morefully contained hereinafter, approached the Vendor to convey the Designated Unit and the Appurtenances in the Building Complex to which the Vendor agreed and the parties have entered upon agreement dated 03.06.2010 in respect thereof on the terms and conditions therein contained.
- F. The Purchaser has now called upon the Vendor to convey the Designated Unit and the Appurtenances and accordingly the parties are executing these presents for completion of sale of the Designated Unit and the Appurtenances at the consideration and on and subject to the terms and conditions agreed between the parties as hereinafter contained.

SECTION - III # WITNESSETH:

Chapter 1# TRANSFER

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1 DESIGNATED UNIT AND THE APPURTENANCES:

- 1.1 In pursuance of the said agreement and in consideration of the sum of Rs.1,35,19,000.00 (Rupees one crore thrity five lakhs and nineteen thousand) only by the Purchaser to the Vendor paid at or before the execution hereof (the

SK Choudhary *Indraprastha*

receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby forever release discharge and acquit the Purchaser and the Designated Unit and the Appurtenances) the Vendor do hereby grant convey transfer assign and assure unto and to the Purchaser **ALL THAT** the Designated Unit being Unit No. 3A on the third floor of the said Building at the said premises morefully and particularly mentioned and described in **PART-I** of the **SECOND SCHEDULE** hereunder written **Together With** the said share in the said land and the other Appurtenances as mentioned and described in **PART-II** of the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendor and other persons permitted by the Vendor as also mentioned hereinafter **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendor into or upon the Designated Unit and the Appurtenances **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Designated Unit belonging to the Purchaser in common with the Vendor and the other Co-owners as set out in the **FIFTH SCHEDULE** hereunder written **BUT EXCEPTING AND RESERVING** unto the Vendor and other persons deriving rights, authorities and title under the Vendor such easements quasi-easements and other stipulations and rights as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO EXCEPTING AND RESERVING** the properties, benefits and rights excluded, excepted and reserved unto the Vendor hereunder (including in Chapter 4 below) **TO HAVE AND TO HOLD** the Designated Unit and the Appurtenances unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the terms, conditions, covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed **AND ALSO SUBJECT TO** the Purchaser paying the municipal and all other rates, taxes, proportionate common expenses and other charges and outgoings (including those mentioned in the **SEVENTH SCHEDULE** hereunder written) relating to the Designated Unit and its Appurtenances wholly and relating to the Building Complex and the Common Areas and Installations proportionately and observing fulfilling and performing of

SK Chowdhury

the rules, regulations and restrictions framed by the Vendor or the Maintenance In-charge from time to time (and including in particular those mentioned in the SEVENTH SCHEDULE hereunder written).

Chapter-2 # VENDOR' S COVENANTS:

- 2 **THE VENDOR DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:-
- 2.1 The interest which the Vendor do hereby profess to transfer subsists and that the Vendor hath good right full power and absolute authority to grant, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Unit in the manner aforesaid.
- 2.2 It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for the Vendor **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendor save only those as are expressly mentioned herein.
- 2.3 The Vendor shall from time to time and at all times hereafter upon every reasonable request and at all 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 and more perfectly assuring the Designated Unit hereby granted conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- 2.4 The Vendor, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents for inspection the title deeds in connection with the said premises in its custody and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or xerox

SK Chandra Singh *DRP*

copies therefrom as the Purchaser may require and will in the meantime, unless prevented as aforesaid, keep the same safe, un-obliterated and un-cancelled.

Chapter-3 # PURCHASER'S COVENANTS:

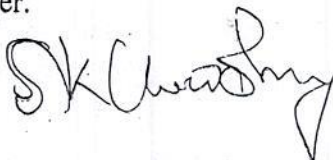

3 THE PURCHASER TO THE END AND INTENT THAT THE OBLIGATIONS HEREIN CONTAINED SHALL RUN WITH LAND CONTINUE THROUGHOUT DOTH HEREBY COVENANT WITH THE VENDOR as follows:

- 3.1 The Purchaser shall at his own costs and expenses abide by, observe fulfil and perform the terms, conditions and obligations contained herein and in the agreement with the Vendor in the manner and within the period stipulated therefor and shall not commit any delay or default in respect thereof. The Purchaser shall not object to, dispute or challenge the properties benefits and rights excepted and reserved by the Vendor hereunder or any other right of the Vendor or the Maintenance In-charge hereunder and shall not do any act deed or thing which may affect the exercise of any right of the Vendor or the Maintenance In-charge hereunder.
- 3.2 The ownership, use and enjoyment of the Designated Unit and the Appurtenances by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfilment and performance of the Rules and Regulations as morefully contained in the **SEVENTH SCHEDULE** hereunder written and as a matter of necessity, the Purchaser, in using and enjoying the Designated Unit and the Common Areas and Installations, shall:-
 - 3.2.1 observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the Common Areas and Installations and other Common Purposes including those mentioned in **PART-I** of the **SEVENTH SCHEDULE** hereunder written; and
 - 3.2.2 bear and pay all municipal and other rates, taxes, impositions and outgoings in respect of the Designated Unit and the Appurtenances wholly and otherwise in respect of the said Building, the said premises and/or the Common Areas and Installations proportionately including the

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Taxes and Outgoings as mentioned in **PART-II** of the **SEVENTH SCHEDULE** hereunder written.

- 3.3 The Designated Unit and the Appurtenances shall be one lot and shall not be dismembered or dissociated in any manner and the Purchaser shall also not be entitled to claim any partition of the said share in the Land.
- 3.4 **COMMON AREAS AND INSTALLATIONS:** The Building Complex shall contain the Common Areas and Installations as specified in the **THIRD SCHEDULE** hereunder written subject to such variations as the Vendor may from time to time make therein. The Purchaser shall have the right to use the Common Areas and Installations in common with the Vendor and other Co-owners and other persons permitted by the Vendor. The common user of the Common Areas and Installations by the Purchaser shall be subject to the exceptions and reservations contained in Chapter 4 below and subject to the observance of the terms and conditions contained in clause 3.5 hereinafter written
- 3.5 As a matter of necessity, the Purchaser, in using and enjoying the Designated Unit and the Common Areas and Installations binds himself and covenants with the Vendor and the Maintenance In-charge and with all the other Co-owners for the time being that any use of the Common Areas and Installations shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **PART -II** of the **SEVENTH SCHEDULE** and in accordance with the Rules and Regulations framed by the Vendor or the Maintenance In-charge from time to time (including the Rules and Regulations as mentioned in **PART -I** of the **SEVENTH SCHEDULE**).
- 3.6 It is further expressly agreed by and between the parties that save those expressed or intended by the Vendor to form part of the Common Areas and Installations, no other part or portion of the Building Complex shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Mechanized Parking System shall not be, nor be claimed to be part of the Common Areas and Installations notwithstanding the sharing of the costs and expenses thereof as part of the Common Expenses hereunder.

- 3.7 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendor to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the allotment papers and the Indenture of Conveyance dated 5th November, 2007 and fully understood the contents purport and meaning thereof and the rights and powers of the Vendor thereunder including to transfer the Designated Unit hereunder and also otherwise and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also inspected the Building Plan in respect of the said Building and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto. The Purchaser also confirms having fully satisfied itself about the design and specification of the Designated Unit and the said Building and the connection of water, electricity, sewerage, drainage, etc. in or for the Designated Unit and the Common Areas and Installations and also the common amenities and infrastructure available at or for the Designated Unit and the said Building and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also examined the workmanship and quality of construction of the Designated Unit and the fittings and fixtures provided therein to the extent mentioned in the said Agreement and the Common Areas and Installations and the fittings and fixtures and facilities provided therein and got itself fully satisfied with regard thereto. The Purchaser has purchased the Designated Unit in bare and raw condition and carried out finishing works itself.
- 3.8 The Purchaser has satisfied himself fully that the built-up area of the Designated Unit includes the plinth/covered area of such Unit, the thickness of the external and internal walls columns and pillars save that only one-half of those external walls columns and pillars which are common between the Designated Unit and any other Unit shall be included.
- 3.9 The Purchaser has verified and satisfied himself fully from the Building Plans about the built-up area of the Designated Unit mentioned herein and has accepted the same fully and in all manner. The Purchaser has paid the consideration amount reserved hereunder upon having fully satisfied himself about the built-up area to comprise in the Designated Unit.

SK Choudhary J.P.

- 3.10 The Purchaser agrees to pay the Taxes and Outgoings as mentioned in the **SEVENTH SCHEDULE** hereunder written, wherever the amounts depend on the area of the Designated Unit, on the basis of the super built-up area of the Designated Unit which shall be 4815 Square feet. The Purchaser has fully satisfied himself fully as regards the super built-up area mentioned above. The Purchaser has ascertained the financial implications emerging from payment of the said Taxes and Outgoings on the basis of super built-up area and is fully satisfied thereabout and understood the necessity for the same fully and in all manner and shall not raise any claim, dispute or objection in respect of the same.
- 3.11 The Purchaser shall not raise any requisition or question or objection or make any claim or demand whatsoever against the Vendor with regard to the matters referred in clauses 3.7 to 3.10 hereinabove and hereby confirms to have taken possession of the Designated Unit upon full satisfaction and in due discharge of all obligations of the Vendor pertaining to the delivery thereof in terms of the agreement with the Vendor.
- 3.12 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration of or in or to the said Building or any part thereof and/or the Building Complex by the Vendor (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Unit and/or the Common Areas and Installations).
- 3.13 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Vendor for fulfillment of the Purchaser's obligations and the Vendor's rights shall in no way be affected or prejudiced thereby.
- 3.14 The Purchaser shall observe all the terms and conditions of the agreement for sale entered upon by and between the parties hereto and also all other covenants as deemed reasonable from time to time by the Vendor and the Maintenance-In-Charge with regard to the Common Purposes.

Chapter-4 # EXCEPTIONS AND RESERVATIONS OF VENDOR:

SK Chaudhary *J. R. P.*

4 **PROVIDED ALWAYS AND** notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Vendor mentioned hereinafter in this chapter shall be excepted and reserved unto the Vendor and it is expressly agreed and understood by and between the parties hereto as follows:-

- 4.1 The Roof of the said Building, the outer façade of the Building on all its side (save the outer façade of the Designated Unit) and all open and covered spaces in the ground floor or ground level at the said premises (save those specified by the Vendor to form part of the Common Areas and Installations and save any Parking Space if so allotted to the Purchaser hereunder and expressly mentioned in Part-II of the Second Schedule hereunder written) shall belong exclusively and absolutely to the Vendor and are hereinafter referred to as "the Reserved Areas". The Reserved Areas shall be excepted and reserved unto the Vendor with all rights in respect of the same, including but not limited to, those mentioned hereinafter.
- 4.2 The Vendor shall have the full and free right to construct additional storeyes on the Roof of the said Building and/or to make additions, alterations, constructions and/or re-constructions thereat or in any other Reserved Areas and shall also have the full and free right to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Vendor shall, in its absolute discretion, think fit and proper.
- 4.3 The Vendor shall also be entitled to put or allow anyone to put neon-sign, hoardings, sign boards, signages or any other form of advertisement or promotional material on the Reserved Areas and at such consideration, rent, hiring charges and on such terms and conditions as the Vendor in its sole discretion, may think fit and proper and . All such amounts shall be received and appropriated by the Vendor exclusively.
- 4.4 The Vendor may set up or permit the setting up of roof gardens, cooling plants, antennas, communication towers, other towers, V-Sat, Dish or other Antennas etc., at the Reserved Areas or any part thereof and/or otherwise use or permit to be used the same and also the parapet walls of the Roof or any constructions

SK Choudhary

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thereon or any part thereof at such consideration, rent, hiring charges and on such terms and conditions as the Vendor in its sole discretion, may think fit and proper.

- 4.5 Without prejudice to the other obligations, conditions, restrictions and stipulations as regards the use of the Common Areas and Installation as contained in these presents, any right of use of the Purchaser in respect thereof shall be subject always to the paramount and over-riding rights and authorities of the Vendor as mentioned in this Chapter and also the rights and authorities of the Vendor to identify and modify or alter from time to time the location and/or positioning of the ducts, pipelines, sewerage lines, cable and wire transit lines and the like without, however, blocking the access to the Designated Unit.
- 4.6 For or relating to any such constructions, additions or alterations, etc., the Vendor shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. lift, generator, water, electricity, sewerage, drainage etc., thereto as be deemed to be expedient to make such area and constructions tenable.
- 4.7 The Purchaser doth hereby consent and confirm that the Vendor shall be at liberty to have the Building Plan modified and/or altered for construction reconstruction addition and/or alteration of or to the said building or any part thereto Provided That in case by such modification, alteration and/or sanction the location or built-up area of the Designated Unit is likely to be affected then the Vendor shall take a consent in writing from the Purchaser for such modification, alteration and/or sanction.
- 4.8 In case of any construction or additional construction, there shall be a consequential decrease in the said share in the land, but the Purchaser shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof.

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- 4.9 The Purchaser doth hereby agree, acknowledge and consent to the right title and interest excepted and reserved upon the Vendor under clause 4.1 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor and/or persons deriving title or authority from them or any of them.

Chapter-5 # MUTUAL AGREEMENTS:

5 **AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-**

5.1 **MAINTENANCE IN-CHARGE AND ASSOCIATION:**

- 5.1.1 Until the period mentioned in clause 5.1.4 hereinafter, the Common Areas and Installations shall in the exclusive control, management and administration of the Vendor who shall be the Maintenance In-charge. The Vendor may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Vendor, enter upon separate maintenance related agreement with the Vendor or the Maintenance Agency appointed by it.
- 5.1.2 Within one year from the delivery of possession of 80% of the Units in the Building Complex or earlier if so decided by the Vendor, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Vendor fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Association.
- 5.1.3 In case due to any reason, the Vendor sends notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser along with the other

SK Chaudhary *J. Gupta*

Co-owners shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Vendor shall not be responsible and liable therefor.

5.1.4 Upon formation of the Association, the Vendor shall handover/transfer to the Association all rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Vendor hereunder or intended to be or so desired by them hereafter) whereupon only the Association shall be entitled thereto and obliged therefore **Provided that** in case on the date of expiry of three months from the date of sending the notice by the Vendor the Association is not formed by the Co-owners in terms of Clause 5.1.3 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Vendor to all the Co-owners for the time being of the Building Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefor fully and in all manner.

5.1.5 The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Building Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor hereunder reserved and/or belonging to it and also those that the Vendor may hereafter reserve.

5.2 The power backup from the Common Generator in the Building Complex shall be commenced only upon fifty percent of the Co-owners (not including the Vendor) taking possession of their respective Units in the Building Complex and not before and the Purchaser, in case it takes possession of the Designated Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Vendor shall have the discretion to reduce the said requirement of minimum percentage of occupancy at any time.

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Signature

- 5.3 **Special Provisions applicable to the allottees of parking facility in Mechanized Parking System:** All costs and expenses relating to the Mechanized Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Co-owners proportionately irrespective of whether any Co-owner has facility of parking thereat or the number of cars any Co-owner has the facility to park thereat and such costs and expenses may be charged from the Co-owners as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance In Charge may deem fit and proper. In case the Maintenance In-charge voluntarily gives up its administration and control over the Mechanized Parking System, then the same shall be and notwithstanding the same being used by only the persons maintained, operated, run, repaired, replaced, renovated, insured, by the Co-owners at their own costs and expenses proportionately without affecting the right of the Vendor in respect of any unallotted parking space in the Mechanized Parking System. Any use of the Mechanized Parking System by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Vendor shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the said Mechanized Parking System to which the Purchaser hereby consents and agrees to keep the Vendor fully indemnified in respect thereof.
- 5.4 Unless otherwise expressly stated elsewhere in this agreement, the Purchaser's proportionate undivided share in several matters shall be the proportion in which the built-up area of the Designated Unit may bear to the built-up area of all the Units in the Building Complex. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Vendor on any variations shall be binding on the Purchaser.
- 5.5 The Purchaser shall be and remain responsible for and to indemnify the Vendor against all damages costs claims demands and proceedings occasioned to the premises or any other part of the said Building or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the

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Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

- 5.6 Any delay or indulgence by the Vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Vendor.
- 5.7 The Purchaser shall be allowed to display its name and logo at a specified area at the entrance of the Designated Unit in keeping with the design and aesthetics of the building intact. Furthermore, any taxes or other charges or outgoings payable to any government body or authority for display of signage or obtaining any permission in connection therewith shall be borne and paid by the Purchaser.
- 5.8 The Building Complex shall bear the name 'RISHI TOWER'.
- 5.6 This Indenture and the agreement for sale executed heretofore contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this indenture be terminated or waived except by written consent by both parties. In case of any inconsistency or contradiction between the agreement between the parties and this Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendor or its agents, servants or employees other than what is specifically set forth herein and in the agreement between the parties.

SECTION - IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO: (SAID PREMISES)

ALL THAT piece and parcel of land containing an area of 1011.80 Square meter be the same little more or less situate lying at premises No.02-315 (erstwhile Plot No.DH-6/39) in Street No.315 in New Town, Kolkata in the District of North 24 Parganas Police Station Technocity (formerly Rajarhat) Registration Office - Bidhannagar and butted and bounded as follows:

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ON THE NORTH : Partly by Premises No.04-315 and partly by Street No.315;
 ON THE SOUTH : Partly by Premises No.01-313 and partly by Street No.366;
 ON THE EAST : Partly by Street No.315 and partly by Street No.366
 ON THE WEST : Partly by Premises No.04-315 and partly by Premises No.01-313.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I
(DESIGNATED UNIT)

Office

ALL THAT the Unit No. 3A containing a built area 3390 Square feet more or less (the super built-up area whereof being 4815 sq. ft. more or less) on the third floor of the said Building at the said premises No.02-315 (erstwhile Plot No.DH-6/39) in Street No.315 in New Town, Kolkata in the District of North 24 Parganas and shown in the unit plan annexed hereto duly bordered in 'RED' thereon.

PART-II
(Appurtenances)

1. **SAID SHARE IN LAND: ALL THAT** the proportionate undivided indivisible share in the land comprised in the said premises.
2. **CAR PARKING RIGHT: ALL THAT** the right to park 4 (four) small sized motor car at such Mechanized Parking System and 2 (two) small sized motor car at such open spaces in the ground level of the said Premises as may be identified by the Vendor separately.

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THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON AREA & INSTALLATIONS)

1. Staircases, Lobbies, landings and passage with glass panes and stair-cover along with the Area Covered by common installations on the ultimate roof.
2. Driveways, paths and passages,
3. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings.
4. Two Lifts with necessary installations therefore & Service Toilets.
5. Electrical installations with main switch and meter including Transformers, DG set along with their allied installations therefor and room/space required therefore in the said Building. Lighting Fixtures & fittings of the Common Areas
6. Space/Room on the ground floor for fire pump and underground fire station water tank.
7. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Underground Reservoir.
8. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the said Building.
9. Boundary wall and main gate to the said premises.
10. Such other areas, installations and/or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the said Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure, , the Common Areas and Installations (including lifts, generator, water pump with motor, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit and other transferable space in the Building Complex, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the

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boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building Complex 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 machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same. Such expenses shall include Electricity Charges (including applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission) at the rate payable by the Vendor/Maintenance In-charge to the service provider for the connection.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE**: Insurance premium for insurance of the Building and also otherwise for insuring the said Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor for the common purposes.
9. **MECHANIZED PARKING SYSTEM**: All fees, costs, charges, taxes and expenses for managing maintaining and up-keeping the Mechanized Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.,
10. **INSTALLATIONS** : All Expenses and deposits for Obtaining and providing proportionate share of expenses for Deposits for Transformer, Electrical Sub-station, Electricity deposits at actual as being evaluated by WBSEB/CESC from time to time.

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THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Easements Granted to the Purchaser)

The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Unit which are hereinafter specified Excepting and Reserving unto the Vendors and other persons deriving right, title and/or permission from the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the **SIXTH SCHEDULE** hereunder written:

1. The right of access and use of the Common Areas and Installations in common with the Vendors and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Unit.
2. The right of protection of the Designated Unit by and from all other parts of the Building Complex so far as they now protect the same.
3. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Unit through wires and conduits lying or being in under or over the other parts of the Building Complex so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Unit
4. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building Complex for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Unit and other Units and portions of the Building Complex and also for the purpose of repairing the Designated Unit insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.

All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses,

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electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Easements reserved by the Vendors)

The under-mentioned rights easements quasi-easements and privileges appertaining to the Building Complex shall be excepted and reserved for the Vendors and other persons deriving right, title and/or permission in respect thereof from the Vendors:

1. The right of access and use of the Common Areas and Installations in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Building Complex.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Unit) of the other part or parts of the Building Complex through pipes drains wires conduits lying or being in under through or over the Designated Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Building Complex.
3. The right of protection of other part or parts of the Building Complex by all parts of the Designated Unit as the same can or does normally protect.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Building Complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the Designated Unit for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building Complex and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas and Installations) and similar purposes and also other

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common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Vendors or the Maintenance In-charge and other Co-owners of other part or parts of the Building Complex shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **OUTGOINGS AND TAXES :** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - (a) Property Tax, Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit and the Appurtenances directly to the concerned Municipality or other statutory authority Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.
 - (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Appurtenances or the Building or the said premises and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.
 - (c) Electricity charges for electricity consumed in or relating to the Designated Unit and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission). Till such time as permanent electricity connection is provided by the service provider in the

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said premises, the Purchaser shall pay electricity charges for power consumed in the Designated Unit at the rate payable by the Vendor to the service provider for the connection until then available at the said premises and as per reading in the sub-meter installed for the Designated Unit.

- (d) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. 4/- (Rupees four) only per Square foot per month of the super built-up area of the Designated Unit. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (g) Goods and Service Tax/Service Tax, VAT and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the Purchaser and also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

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- 1.1 All payments mentioned in this Indenture shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Unit **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Vendor and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto.
- 1.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions has accrued with effect from 01.01.2013
- 1.3 Furthermore, the maintenance charges and proportionate common expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and also irrespective of whether or not the Purchaser is granted facility of parking any number of cars in the Mechanized Parking System by the Vendor and any non user or non requirement in respect of any common area or installations or parking facility (if so granted) shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charges.
- 1.4 It is expressly agreed and understood that so long as the Vendor or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred

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PART-II
(RULES AND REGULATIONS)

2. The Purchaser binds himself and covenants:
- (a) To use the Designated Unit for the purposes of or relating to its own IT and ITES purposes;
 - (b) Not to do any act deed or thing which may violate or be considered a breach of any restriction under the Indenture of Conveyance dated 5th November, 2007 recited above in part nor do or omit to do any act deed or thing which may affect or prejudice the said Indenture of Conveyance dated 5th November, 2007 and/or whereby any property benefit or right of the Vendor or any other person deriving any right title or interest from the Vendor are or may be prejudicially affected, impaired or put to jeopardy and to keep the Vendor fully indemnified in this behalf.
 - (c) Unless the right of parking is expressly granted and mentioned in PART-II of the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces at the said premises) **AND** if the right to park motor car or two wheeler is so expressly granted and mentioned in the within stated **PART-II** of the **SECOND SCHEDULE**, the Purchaser shall use the same only for the purpose of parking its motor cars and in case the Purchaser is provided facility of parking in the mechanized parking system, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the parking facility if taken by the Purchaser in the Mechanised Parking System shall be subject to force majeure and subject to interruptions and inconvenience due to force majeure or mechanical faults, malfunctions etc., for which the Purchaser shall not hold the Vendor liable or responsible in any manner. Save as stated above, the Purchaser shall not park or allow or permit to be parked by its employees agents visitors guests customers etc. any motor car or other vehicles at any other place at the said Building Complex. No construction or storage of any nature shall be permitted in the parking spaces nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (d) Not to grant transfer let out or part with the right of parking car or two wheeler, if such right of parking is granted hereunder, independent of the Designated Unit

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nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car and/or two wheeler or the Designated Unit independent of the other to any other Co-owner of the said Building and none else.

- (e) Not cause any objection, interference or interruption in the construction addition alteration and completion of or to the said Building Complex and/or in the construction and completion of other areas of the said Building and other areas and portions thereof during the occupation by the Purchaser of the Designated Unit Provided That the Vendor shall ensure that the use and occupation of the Designated Unit by the Purchaser and the carrying on of its activities therefrom is not unduly or unreasonably impeded. Inconvenience if any caused shall not be taken as impediment or detriment to the peaceful use and occupation by the Purchaser, as simultaneous construction activity as well as fit out activities in remaining portion of the said Building and the Building Complex will continue during the occupation of the Designated Unit by the Purchaser;
- (f) To abide by, comply with, observe, fulfil and perform all directions, rules and regulations, notices, orders and requisitions of the government, municipal bodies and/or other concerned statutory or public body or person.
- (g) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the said Building save at the place as be approved or provided by the Maintenance In-charge PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit with an exception of installing outdoor Air-conditioning units at their own costs and risks at the place provided therefor.
- (h) To apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the HIDCO or other concerned authority within 06 (six) months from the date of possession.
- (i) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the said Building passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the said

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Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.

- (j) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (k) To allow the Maintenance In-charge and its authorized representatives with or without workmen or agents to enter into and upon the Designated Unit and parking spaces, if taken by the Purchaser, at all reasonable times upon giving 48 hours prior notice, except in case of emergency situation, for construction and completion of the said Building and the Common Purposes and for the purpose of testing, laying, repairing, reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used in common for the Building and/or other Units in the Building and for similar purposes and also to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- (l) To keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the said Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- (m) Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Building Complex.
- (n) To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (o) Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and

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encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises.

- (p) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, HIDCO, electricity service provider/authority, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Building Complex.
- (q) Not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Unit or the said Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (r) Not to install grills the design of which have not been suggested or approved by the Vendor or the Architects.
- (s) If required may fix or install any antenna only on roof of the staircover or roof of the mumty room at the ultimate roof and shall not fix any window antenna
- (t) To install fire fighting and sensing system gadgets and equipments as required under law prior to starting operations in the Designated Unit and shall keep the Designated Unit free from all hazards relating to fire;
- (u) Not to do any act deed or thing whereby any damage injury of any nature whatsoever is caused to the superstructure of the building nor shall maim, injure, deface, break, drill, hammer, maim, dig or destroy any part of the footings, foundations, main walls, beams, columns, RCC Structure in any manner.
- (v) Not to throw anything (including cigarettes, spitting of pan) or emptied cartons out of the windows and/or doors on any where on the Common Areas and Installations nor shall put or fix shades, awnings, window guards or any temporary article to be hung from or placed outside the window or Building.
- (w) Not to sub-divide the Designated Unit in contravention of the statutory laws or rules.

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- (x) Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Designated Unit and/or the said Building Complex or permit or suffer anyone at the property expressly or impliedly with his permission or under his control to do so

1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the Taxes and Outgoings as contained in Part-I of this Schedule or to abide by, observe or perform the rules, regulations covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 18% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) disconnect the supply of electricity to the Designated Unit.
- b) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Unit.
- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

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

SIGNED SEALED AND DELIVERED

by the above named **VENDOR** at Kolkata

in the presence of:

Deep kr. mahesh
Aditya Ladia

EDP Software Ltd.

Sh. Chandra
Authorised Signatory

EXECUTED AND DELIVERED by the
above named PURCHASER at Kolkata in
the presence of:

(Dilip Karmacharya
C/o DSP Law Associates
2, Hare Street, Kolkata)

Aditya Ladia

FD-453, Sector-III

Salt Lake City

Kolkata-700106

For Gupta Power Infrastructure Ltd.


Director

(JITENDRA MOHAN GUPTA)

Drafted by me:-

Bhaskar Bagaria, Advocate

C/o DSP Law Associates

4D, Nicco House

1B & 2, Hare Street

Kolkata - 700001

F - 1415/2010.

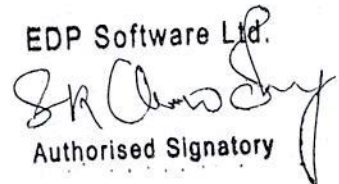
RECEIPT AND MEMO OF CONSIDERATION :

RECEIVED from the withinnamed Purchaser the withinmentioned sum of Rs.1,35,19,000.00 (Rupees one crore thrity five lakhs and nineteen thousand) only being the consideration in full payable under these presents by (i) Cheque No. 588505 dated 03.06.2010 for Rs.33,79,750.00, (ii) Cheque No. 588442 dated 30.06.2010 for Rs.94,63,300.00 and (iii) Cheque No. 752899 dated 10.05.2011 for Rs.6,75,950.00 all from (i) to (iii) drawn on Axis Bank.

WITNESSES:

Aditya Lodhi
Dilip Kumar Mahesh

EDP Software Ltd.


Authorised Signatory

DATED THIS 08th DAY OF June 2022

BETWEEN

EDP SOFTWARE LIMITED

... VENDOR

AND

GUPTA POWER INFRASTRUCTURE

LIMITED

... PURCHASER

CONVEYANCE

(Unit No. 3A, Rishi Tower)

DSP LAW ASSOCIATES

Advocates

4D, Nicco House, 2 Hare Street,

Kolkata – 700001.