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Rs 2.44, 560/-

### DEED OF ASSIGNMENT-CUM-TRANSFER

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1. Date: 12<sup>th</sup> September, 2006
2. Place: Kolkata
3. Parties:

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- 3.1 Shracchi Infrastructure Finance Limited (previously known as Shracchi Securities Limited, name changed vide "Fresh Certificate of Incorporation Consequent of Change of Name" dated 2<sup>nd</sup> November, 2005), a company incorporated under the provisions of the Companies Act,

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led for Registration 11-25 am  
in Registration Office

12th Sep. 96 by

Arum Lal Ganguly  
one of the ex-  
contact

12.9.06

Arum Lal Ganguly

1775  
The attention is admitted  
Arum Lal Ganguly as  
Managing Director for Anag  
Enterprises Pvt Ltd. office at  
57 Him chandra Naker Rd.  
1st floor. K01-10.

Sandeep Agarwal as Authorised  
Signatory for Shrachi Infra-  
structure Finance Ltd. office at  
"Padi Mansion" P-15 Indir Park.  
Large Place. Extension. K01-72.

1773  
Santosh Kumar  
Harendra Ch Dubey  
N.C. Datta - Saptaparni  
B-23. Ballygunge circular  
K01-19. Scaria

Arum Lal Ganguly

For SHRACHI INFRASTRUCTURE FINANCE LIMITED

Sandeep Agarwal  
Authorised Signatory

Identified by me

(HIRENDRU S. DATTA)  
Son of Late N.C. Datta  
Saptaparni - Flat B23  
Ballygunge Circular Road (K01-19)

12.9.06



Saha & Ray



1356 and having its registered office at 'Todi Mansion', P-15, India Exchange Place Extension, KOLKATA-700072 (Assignor/Transferor, includes successors-in-interest and/or assigns)

*Handwritten signature*

And

- 3.2 **Aanag Enterprises Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 57, Hem Chandra Naskar Road, 1<sup>st</sup> Floor, Kolkata-700010 (**Assignee/Transferee**, includes successors-in-interest and/or assigns)

**NOW THIS DEED WITNESSES:**

**4. Subject Matter of this Deed:**

**4.1 Assignment of:**

- 4.1.1 **Land Share:** Leasehold right in the undivided, proportionate, indivisible and impartible share and/or interest in the land (**Land Share**), more fully described in the 1<sup>st</sup> Schedule hereto and demarcated in colour **Red on Plan A** attached hereto (**Demised Land**), as be attributable to the Said Space, defined in 4.2.1 below.

**4.2 Transfer of:**

- 4.2.1 **Said Space:** Office Space No. 3D in the 3<sup>rd</sup> Floor, having super built up area of 1744 (one thousand seven hundred and forty four) square feet, more or less, in the building (**Building**) constructed on the Demised Land, described in Part-I of the 2<sup>nd</sup> Schedule hereto and demarcated in colour **Green on Plan B** attached hereto (**Said Space**).
- 4.2.2 **Parking Spaces:** 2 (two) covered car parking spaces bearing Nos. B7 and B8 in the basement of the Building for parking of medium sized motor cars, described in Part-II of the 2<sup>nd</sup> Schedule hereto and demarcated in colour Orange on Plan C attached hereto (**Parking Spaces**).
- 4.2.3 **Share in the Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities and facilities of the Building, as be attributable to the Said Space, described in the 3<sup>rd</sup> Schedule hereto (**Share in the Common Portions**).

Land Share, Said Space, Parking Spaces and Share in the Common Portions collectively Said Space **And Appurtenances**, collectively described in **Part-II** of the 2<sup>nd</sup> Schedule hereto.

**5. Background:**

- 5.1 **Approach by Assignor/Transferor:** For the purpose of construction of an office building complex, having several commercial/office spaces and to transfer to the intending assignees/transferees (**Intending Assignees/Transferees**) such commercial/office spaces together with undivided impartible proportionate share in the land attributable to such commercial/office spaces and together with undivided

impartible proportionate share in the Common Portions of the Building attributable to such commercial/office spaces, the Assignor/Transferor applied to Kolkata Metropolitan Development Authority (KMDA) for lease of a piece of land within the area of the East Calcutta Area/B.P Area Development Project of KMDA.

- 5.2 **Lease of Demised Land:** By a Deed of Lease dated 19<sup>th</sup> September, 2003, registered in the Office of the Additional Registrar of Assurances, Kolkata in Book No. I, Volume No.1, at Pages, 1 to 26, Being No.11177 for the year 2003, (Deed of Lease), KMDA granted lease of the Demised Land described in the 1<sup>st</sup> Schedule hereto to the Assignor/Transferor for a period of 99 years on the terms, conditions, covenants, rent and premium reserved therein and delivered possession of the Demised Land to the Assignor/Transferor.
- 5.3 **Sanction of Plans:** Pursuant to the Lease Deed as aforesaid, the Assignor/Transferor got a building plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2004120711/XII/04-05 dated 23<sup>rd</sup> February, 2005 (Plans).
- 5.4 **Formulation of Scheme:** The Assignor/Transferor formulated a scheme of transfer and offered to transfer commercial/office spaces comprised in the Building to the Intending Assignees/Transferees.
- 5.5 **Approach of Assignee/Transferee:** The Assignee/Transferee approached the Assignor/Transferor and made an application to the Assignor/Transferor for acquiring the Said Space And Appurtenances.
- 5.6 **Agreement to Assignment-cum-Transfer:** Pursuant to the aforesaid scheme and the application of the Assignee/Transferee, the Assignor/Transferor, by an agreement dated 31<sup>st</sup> January, 2006 (Assignment-cum-Transfer Agreement) agreed to assign/transfer the Said Space And Appurtenances in favour of the Assignee/Transferee on the terms and conditions mentioned therein.

## 6. Transfer:

- 6.1 The Assignor/Transferor hereby assigns/transfers the Said Space And Appurtenances described in Part II of the 2<sup>nd</sup> Schedule hereto as follows:
  - 6.1.1 Assignment: assigns the Land Share in favour of the Assignee/Transferee for the residue of the term reserved under the Deed of Lease.
  - 6.1.2 Sale: sells, conveys and transfers absolutely and forever the Said Space, the Parking Spaces and the Share in the Common Portions, to the Assignee/Transferee.

## 7. Consideration:

- 7.1 **Amount:** The Assignee/Transferee hereby pays a sum of Rs.40,75,200/- (Rupees forty lakh twenty five thousand and two hundred) towards assignment/transfer of Said Space And Appurtenances as has been mutually agreed upon and settled (Price), receipt of which the Assignor/Transferor, by the Receipt and Memo of Consideration hereunder, confirms, admits and acknowledges.





8. Terms of Transfer:

8.1 Salient Terms: The assignment/transfer of the Said Space And Appurtenances being effected by this Deed is:

8.1.1 Assignment/Sale: an assignment and a sale within the meaning of the Transfer of Property Act, 1882. The assignment of the Land Share shall commence from the date of handing over possession of the Said Space And Appurtenances mentioned in 8.3 below and shall continue for the residue of the term reserved under the Deed of Lease. The sale of the Said Space, the Parking Spaces and the Share in the Common Portions is absolute, irreversible and for ever.

8.1.2 Free from Encumbrances: Free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgage, trusts, debentures, claims and statutory prohibitions.

8.1.3 Together With: together with all other rights the Assignor/Transferor has in the Said Space And Appurtenances **together with** a like share in the benefit of the Plans and all other appurtenances thereto including but not limited to customary and other rights of easements for beneficial use of the Said Space And Appurtenances.

8.2 Subject to: The assignment/transfer being effected by this Deed is subject to:

8.2.1 Payment of Common Expenses: the Assignee/Transferee regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses**), indicative list of which is given in the 4<sup>th</sup> Schedule below.

8.2.2 Easements And Quasi-easements: the Assignee/Transferee observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easement And Quasi-easement**), described in the 5<sup>th</sup> Schedule below.

8.2.3 Observance of Covenants: the Assignee/Transferee observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the 6<sup>th</sup> Schedule below.

8.2.4 Indemnification by Assignor/Transferor: indemnification by the Assignor/Transferor about the correctness of its title and against all actions, claims, proceedings and demands on account of any breach of any of the stipulations and covenants contained in the Deed of Lease.

8.2.5 Indemnification by Assignee/Transferee: indemnification by the Assignee/Transferee about the Assignee/Transferee faithfully and punctually observing and performing all covenants, stipulations and obligations required to be observed by the Assignee/Transferee hereunder. The Assignee/Transferee shall be responsible for the Assignor/Transferor and/or its successors-in-interest from and against any losses, damages, costs, charges and expenses which may be suffered by the Assignor/Transferor and/or its successors-in-interest by reason of any default of the Assignee/Transferee.

9. Possession:

- 9.1 Delivery of Possession: At or before the date hereof, vacant, peaceful, satisfactory and acceptable possession of the Said Space And Appurtenances has been handed over by the Assignor/Transferor to the Assignee/Transferee, which the Assignee/Transferee admits, acknowledges and accepts.

10. Outgoings:

- 10.1 Assignor/Transferor to Bear: All Municipal taxes, surcharge, outgoings and levies of or on the Said Space And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Space And Appurtenances to the Assignee/Transferee (Possession Date), whether as yet demanded or not, shall be borne, paid and discharged by the Assignor/Transferor and all liabilities, outgoings, charges, taxes and levies relating to the Said Space And Appurtenances shall be borne, paid and discharged by the Assignee/Transferee from the Possession Date.

11. Holding Possession:

- 11.1 Purchase Deed: Notwithstanding anything herein contained, upon the Assignee/Transferee observing and performing the Covenants herein contained, the Assignee/Transferee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Space And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Assignee/Transferee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Assignor/Transferor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Assignor/Transferor.

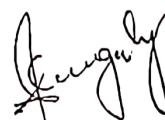
12. Further Acts:

- 12.1 Assignor/Transferor to do: The Assignor/Transferor hereby covenants that the Assignor/Transferor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Assignee/Transferee and of those who are in interest of the Assignee/Transferee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Assignee/Transferee to the Said Space And Appurtenances.

13. General:

- 13.1 Construction of Contents: The Parties have concluded the contract of assignment-lease in respect of the Said Space And Appurtenances by this Deed after having exchanged and comprehensively satisfied each other with regard to their respective rights, obligations, covenants as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

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- 13.2 **No Reservation of Reversionary Right:** The Assignor/Transferor does not reserve any reversionary right in respect of the Land Share.
- 13.3 **Construction according to Plans:** The Assignor/Transferor warrants and undertakes that the Building and the Said Space have been constructed in accordance with the Plans and the rules of the Kolkata Municipal Corporation having jurisdiction over the Demised Land and upon compliance with all laws and stipulations in this regard.
- 13.4 **Stamp Duty and Registration Fees:** The Assignee/Transferee has paid all expenses incurred in respect of preparation, execution and registration of this Deed including stamp duty, registration fees and legal fees and the Assignee/Transferee shall pay all additional stamp duty and additional registration fees, if any.
14. **Interpretation:**
- 14.1 **Number Words** denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 14.2 **Headings:** The headings in this Deed are inserted for convenience only and shall be ignored in construing the provisions of this Deed.
- 14.3 **Definitions:** Words and phrases have been defined in the Deed by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 14.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or revision of that document.

**1<sup>st</sup> Schedule  
(Demised Land)**

Land measuring approximately 43.24 Cottahs in Plot No. I-25 B/1 and land measuring approximately 37.81 Cottahs along with its adjoining tract of land under H.T Cable Zone also measuring 15.26 Cottahs and lying between Plot No. I-25 B/1 and service road I-25B/1-2 Second EMT CALCUTTA AREA DEVELOPMENT PROJECT situated along at Premises No. 60, Anadapur, Eastern Metropolitan Bypass, Police Station Kasba, District of 24 Parganas (South), within Ward No.108 of the Kolkata Municipal Corporation and demarcated in colour Red on Plan A attached hereto and bounded and bounded as follows:

On the North	:	By Plot No. I-25A.
On the East	:	By Plot No. I-25B/7B.
On the South	:	By Plot No. I-25B/2.
On the West	:	7.2 foot wide Service Road.

**2<sup>nd</sup> Schedule  
Part-I  
(Said Space)**

Cell No. 20 in the 2<sup>nd</sup> floor of the building named *Shuchi Tower*, having super built area of approximately 17,000 square feet (seventeen thousand seven hundred and forty four)





square feet, in the Building constructed on the Demised Land, demarcated in colour **Green** on Plan B attached.

**Part-II**  
**(Parking Spaces)**

2 (two) covered car parking spaces bearing Nos. B7 and B8 in the basement of the Building, for parking of medium sized motor cars, demarcated in colour **Orange** on Plan C attached.

**Part-III**  
**(Said Space And Appurtenances)**  
**[Subject Matter of Assignment/Transfer]**

Assignment of:

**Land Share:** Leasehold right in the undivided, proportionate, indivisible and impartible share and/or interest in the land, more fully described in the **1<sup>st</sup> Schedule** hereto and demarcated in colour **Red** on **Plan A** attached hereto, as be attributable to the Said Space.

Transfer of:

**Said Space:** Office Space No. 3D in the 3<sup>rd</sup> Floor, having super built up area of 1744 (one thousand seven hundred and forty four) square feet, more or less, in the Building constructed on the Demised Land, described in **Part-I** of the **2<sup>nd</sup> Schedule** hereto and demarcated in colour **Green** on **Plan B** attached hereto.

**Parking Spaces:** 2 (two) covered car parking spaces bearing Nos. B7 and B8 in the basement of the Building for parking of medium sized motor cars, described in **Part-II** of the **2<sup>nd</sup> Schedule** hereto and demarcated in colour **Orange** on **Plan C** attached hereto.

**Share in the Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities and facilities of the Building, as be attributable to the Said Space, described in the **3<sup>rd</sup> Schedule** hereto (**Share in the Common Portions**).

**3<sup>rd</sup> Schedule**  
**(Common Portions)**

Undivided, proportionate share and/or interest in the following common areas, amenities and facilities of the Building:

1. Areas
- (a) Open and/or covered paths and passages.
- (b) Lifts and staircases.
- (c) Paint Room, Lift Machine Room, Lift well.
- (d) Plastering walls and main gates of the Building.

2. **Water and plumbing:**
  - (a) Water reservoirs.
  - (b) Water tanks.
  - (c) Water pipes (save those inside any apartment).
  - (d) Deep Tubewell, if any.
  - (e) Under ground tank and installations for fire fighting.
3. **Electrical installations:**
  - (a) Wiring and accessories for lighting of Common Portions.
  - (b) Electrical Installations relating to meter for receiving electricity from CESC.
  - (c) Pump and motor.
  - (d) Lift and lift machinery.
  - (e) D.G. set and changeover switch for power supply to Common Portions.
4. **Drains:**
  - (a) Drains, sewers and pipes;
  - (b) Drainage connection with Kollata Municipal Corporation.
5. **Others:**  
 Appliances and installations and/or equipments, if any, as are provided in the Building for common use and enjoyment.

**Schedule  
(Common Expenses)**

1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, whitening, painting, decorating, re-decorating, re-building, re-constructing, repairing and renovating the Common Portions, including the exterior or interior (but not inside any Space) walls of the Building.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, generator, fire fighting equipment, pumps, motors and other common installations, including their house fees, taxes and other levies, if any and the share of the Common Portions.
3. **Staff:** Salaries and all other expenses of the staff to be employed for the Common Portions, including darvans, sweepers, plumbers, electricians etc. and their requisites, bonus and other emoluments and benefits.
4. **Maintenance Body:** Establishment and all other expenses of the Maintenance Body (if any) including its formation, office and running expenses and all similar expenses of the Assignor/Transferor to be handed over to the Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Building and the Common Portions, *inter alia*, against earth quake, fire, mob violence, damages, civil commotion, lightning etc.
6. **Fire fighting:** Costs of buying and replacing the fire fighting equipments.



7. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.
8. **Electricity:** Electricity charges for the electrical energy consumed for the Common Portions.
9. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
10. **Duties And Taxes:** Municipal Tax, Water Tax, surcharge, outgoings and levies in respect of the Demised Land and the Building save those separately assessed on the Assignee/Transferee.
11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Assignor/Transferor to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

**Schedule**  
**(Easements and Quasi-easements)**

The Assignee/Transferee and the other Intending Assignees/Transferees shall allow each other and the Maintenance Body (defined below), the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Assignee/Transferee shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement on all Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including passage for telephones, televisions, pipes, cables etc. through each and every part of the Demised Land and the Building including the Common Portions.
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Building by other and/or others thereof.
4. **Right over Common Portions:** The absolute unfettered and unqualified right over the Common Portions **subject to the terms and conditions herein contained.**
5. **Appurtenances of the Said Space And Appurtenances:** Such rights, easements, privileges and appurtenances as are usually held, used, occupied or enjoyed by it or parcel of the said Space And Appurtenances.
6. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Building, including the Said Space And Appurtenances, for the purpose of repairing any of the Building or for carrying out any maintenance to any apartment and/or anything appurtenant thereto, in so far as the same cannot be carried out by the owner of the said apartment. In such cases, excepting emergency, upon giving 48 hours written notice in writing to the persons affected thereby.

6<sup>th</sup> Schedule  
(Covenants)

1. Title:
  - 1.1 The Assignee/Transferee has fully understood that:
    - 1.1.1 the Assignor/Transferor has constructed the Building on leasehold land, the term of such grant being 99 years.
    - 1.1.2 the assignment of the leasehold right in the Land Share under this Deed is subject to the rights of the KMDA, being the superior landlord, and agrees to abide by the liabilities of the Assignor/Transferor under such demise.
  - 1.2 the Assignee/Transferee has taken inspection of the Plans (including the layout/schematic plan) and the Said Space and the Assignee/Transferee is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Space and as to the nature, scope and extent of benefit or interest in the Common Portions, including the quality, specifications, materials, workmanship and structural stability of Said Space and Common Portions.
  - 1.3 The Assignee/Transferee has further agreed that no complaint regarding design, layout, construction, specifications, fittings and fixtures etc. and remedial amenities provided in the Said Space and/or any part or portion of the Building shall have to be attended to or entertained by the Assignor/Transferor after execution of this Deed.
  - 1.4 The Assignee/Transferee is satisfied regarding the area of the Said Space and agrees and covenants not to ask for any details or question the computation of area or make any claim in respect thereof.
2. Transfer of Plot/Share/Condominium:
  - 2.1 The Assignee/Transferee shall not, at any time, claim partition of the Land Share and/or the Common Portions.
  - 2.2 Future permitted transfers of the Said Space And Appurtenances shall always be accompanied by the transfer of all share or interest or obligations the Assignee/Transferee has in the Building.
3. Deductions, Taxes and Impositions:
  - 3.1 The Assignee/Transferee shall apply for and have the Said Space And Appurtenances separately assessed and mutated in the name of the Assignee/Transferee.
  - 3.2 The Assignee/Transferee shall pay the proportionate share of the taxes and impositions payable by the Building, including but not limited to, Municipal Rates and Taxes, Municipal Corporation Charges, Sewerage Charges, Water Tax and/or taxes of similar nature and/or





any other new taxes as may be imposed from time to time) levied on the whole of the Demised Land and the Building. Upon assessment, the Assignee/Transferee shall pay wholly all taxes and impositions in respect of the Said Space And Appurtenances.

4. **Maintenance:**

4.1 Until formation and operation of the body of unit owners (**Maintenance Body**), the Assignee/Transferee shall collectively maintain the Building and the Assignee/Transferee shall pay proportionate share of charges for the same.

4.2 The Assignee/Transferee shall sign all forms and papers as be necessary and be reasonably required to facilitate maintenance of the Building.

4.3 Upon its formation, the Maintenance Body shall frame such rules, regulations and bye-laws for the common purposes, as the Maintenance Body may consider reasonable. The Assignee/Transferee shall carry out and perform the obligation and order imposed and/or to be imposed under all laws both prevailing as well as those enacted hereafter, and the rules and/or bye-laws thereof, for looking after the management, administration and maintenance of the Building and the facilities/amenities thereat. In this regard the Assignee/Transferee does hereby indemnify and agree to keep the Assignor/Transferor, saved, harmless and indemnified.

5. **Use of the Said Stages, Parking Spaces And Common Portions:**

5.1 The Assignee/Transferee shall, at its own costs and expenses:

5.1.1 Keep the said Stages and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

5.1.2 Use the Common Portions carefully, peacefully and quietly and only for the purposes for which they are meant.

5.1.3 The Common Portions provided for the allottees of the Building as ~~provided~~ <sup>mentioned</sup> in Schedule hereto shall be used and enjoyed by the Assignee/Transferee in common with others and neither the Assignee/Transferee nor any other allottee of any space in the Building shall at any time be entitled on any ground whatsoever to make partition thereof or to claim to have exclusive right in any portion of the said Common Portions. The Assignee/Transferee along with the other allottees of spaces in the Building shall use the Common Portions for the purposes for which they are meant without hindering or encroaching upon the lawful use of the Common Portions and occupiers of other spaces in the Building.

5.2 The Assignee/Transferee shall NOT do the following:

5.2.1 Construct or cause to be constructed or object to the Assignor/Transferor constructing, or alter, extend, repair and expanding or in any manner dealing with the Building or any portion thereof or any matter relating thereto.



- 5.2.3 Not to make addition/alteration in the Said Space and/or the Building.
- 5.2.4 Not to engage in the Said Space And Appurtenances in any activity which is offensive, obnoxious, injurious to public health or objectionable to public sensitivity.
- 5.2.5 Violate any of the rules and/or regulations laid down for user of the Common Portions.
- 5.2.6 Injure, harm or damage the Common Portions or any other spaces in the Building by making any alterations or withdrawing any support or otherwise.
- 5.2.7 Alter any portion, elevation or colour scheme of the Building.
- 5.2.8 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **SAVE** at the place indicated thereon.
- 5.2.9 Place or cause to be placed any article or object in the Common Portions.
- 5.2.10 Do or permit anything to be done which is likely to cause nuisance or annoyance to the owners/occupiers of the adjoining or neighbouring spaces/buildings.
- 5.2.11 Allow the Said Space And Appurtenances to be used for any unhygienic, obscene or immoral purposes or purposes subversive to the Government established by law in India.
6. **Payments And Deposits Towards Taxes And Impositions And The Common Expenses**
- 6.1 Deposits and payments shall be made by the Assignee/Transferee within 8 (eight) days of the bill rendered by the Body leaving its bill for the same in the Said Space.
- 6.2 Out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Assignee/Transferee shall pay further amounts and in case there be any excess, the same shall be refunded to the Assignee/Transferee and/or adjusted with the future payments to be made by the Assignee/Transferee.
7. **Miscellaneous**
- 7.1 Amounts payable by the Assignee/Transferee shall wholly be payable by the Assignee/Transferee and the same relates only to the Said Space and portions thereof relating to Common Portions.
- 7.2 All the electricity consumed in the Said Space shall be borne and paid by the Assignee/Transferee.
- 7.3 As between the Assignee/Transferee of the one part and the Assignor/Transferor of the other part, the Parties shall indemnify and keep each other

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saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.

15. Execution & Delivery:

15.1 In witness whereof the Parties have executed and delivered this Deed on the day month and year herein above.

For SHRACHI INFRASTRUCTURE FINANCE LIMITED

*Sandeep Kumar*

Authorized Signatory

Assignor/Transferor

AANAG ENTERPRISES PVT. LTD.

*Arun Laksh Ganguly*  
Managing Director

Assignee/Transferee

Witnesses:

Signature *Sandeep Kumar*

Name *Sandeep Kumar*

Father's Name *R.D. Kar*

Address *76, V. K. Roy Road*

*Kolkata - 700001*

Signature *Harendra Ch. Datta*

Name *HIRENDRA CH. DATTA*

Father's Name *Late. N.C. Datta*

Address *Saptasani, Flat B23*

*58/3, Ballygunge Circular Road, Kolkata-19.*

## Receipt and Memo of Consideration

Received from the within named Assignee/Transferee the within mentioned sum of Rs.40,75,200/- (Rupees forty lac seventy five thousand and two hundred) towards for transfer of the Said Space And Appurtenances, in full, in the following manner:

Cheque/DD No.	Date	Bank	Amount Rs.)
021091 (Part)	13.05.2005	State Bank of India	95,073.00
021098	12.06.2005	Do	2,00,000.00
964611	07.10.2005	Do	2,00,000.00
964612	07.10.2005	Do	2,00,000.00
964613	18.11.2005	Do	2,00,000.00
964621	19.12.2005	Do	2,00,000.00
076594	30.03.2006	Do	29,80,127.00
Total :			40,75,200.00 ✓
			=====

For SHIRACHI INFRASTRUCTURE FINANCE LIMITED

*Sandeep Agarwal*

Authorized Signatory

Assignor/Transferor

Witness:

Signature *[Signature]*






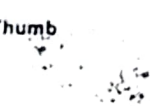




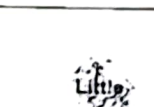




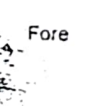








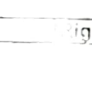
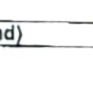




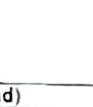

Name Sandeep Agarwal

Signature *[Signature]*

Name KIRANRA CH. DATTA



# SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	 <i>Arum Lech Gaf</i>					
				(Left Hand)		
						
				(Right Hand)		
	 <i>San Lech Gaf</i>					
				(Left Hand)		
						
				(Right Hand)		
						
				(Left Hand)		
						
				(Right Hand)		

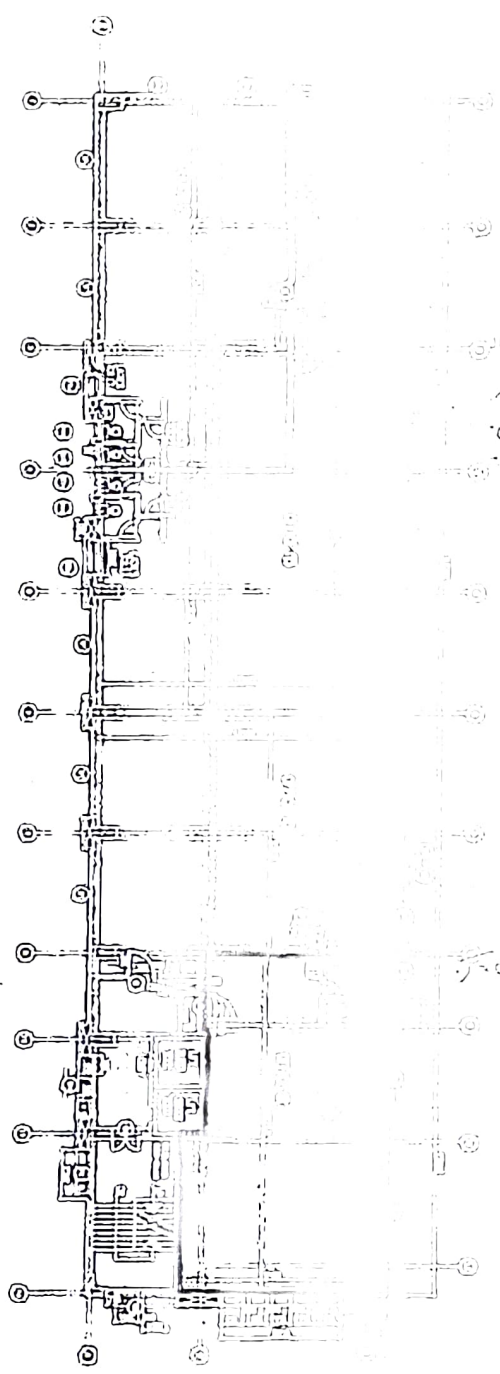
### Plan 1

**For SHRACHI INFRASTRUCTURE CORPORATION LIMITED**

*Handwritten signature*[illegible]

AANA'S INTERNATIONAL DIVISION, LTD.

At 7:30 pm, 10/10/19



SCALE: 1/100 (METER SCALE)

AAHAG ENTERPRISES P. T. LTD.  
*(Signature)*  
 Managing Director

For SHRACHI INFRASTRUCTURE FINANCE LIMITED  
*(Signature)*  
 Authorizing Signatory

Plan B

Plan c

For SHRACHI INFRASTRUCTURE FINANCE LIMITED

*Sandeep Agarwal*

Authorised Signatory

BASEMENT FLOOR PLAN

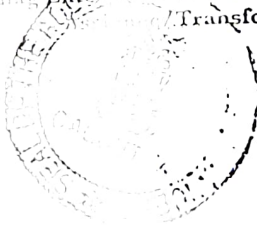
AANAG ENTERPRISES PVT. LTD.

*Anil Kumar Garg*  
Managing Director



DATED THIS 12<sup>th</sup> DAY OF September 2006

AGREEMENT Between  
Shrachi Infrastructure Finance Limited  
Assignor/Transferor  
And  
Aanag Enterprises Private Limited  
Assignee/Transferee



DEED OF ASSIGNMENT-CUM-TRANSFER  
AGREEMENT

8/4/06  
Premises No. B7, B7 and B8  
East Calcutta Development Project  
Kolkata



Saha & Ray  
Advocates  
1, 3rd floor  
Chambers  
Bankar Day Road  
Kolkata-700001

