

10525/2011

I - 11438/11



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

50AA 633385

01 22358/11
 MW 528,538/-
 by 05/09/11
 From



Certified that the Document is admitted to
 File of the Registrar of Assurances and the
 entries therein are correct and the
 are the property of the Registrar

[Signature]

Registrar of Assurances-11, Kolkata

05.09.11

THIS DEED OF CONVEYANCE made on this 5th day of September,
 Two Thousand and Eleven (2011) **B E T W E E N MAHALAKSHMI
 CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the
 Companies Act, 1956 and having its registered Office at 115, College Street, Kolkata
 - 700 012, hereinafter referred to as "**the VENDOR**" (which term or expression
 shall unless excluded by or there be something repugnant to the subject or context
 be deemed to mean and include its successor / successors-in-interest, Legal
 Representatives, Administrators and Assigns) of the **ONE PART AND SRI
 KAILASH CHANDRA AGARWAL** son of Sri Bhola Ram Agarwal by Faith Hindu by
 occupation Service and residing at 6/4 Jessore Road, 4th Floor, Kolkata - 700 028
 hereinafter referred to as "**the PURCHASER**" (which expression unless excluded by

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. R. A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 10525 / 2011, Deed No. (Book - I , 11438/2011)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Kailash Chandra Agarwal	 05/09/2011	 LTI 05/09/2011	 5/9/2011

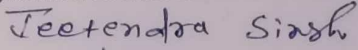
II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Purushottam Pasari Address -115, College Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012	Self	 05/09/2011	 LTI 05/09/2011	For Mahalakshmi Constructions Pvt. Ltd,  Director
2	Kailash Chandra Agarwal Address -6/4, Jessore Road, 4th Floor, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700028	Self	 05/09/2011	 LTI 05/09/2011	

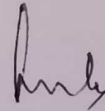
Name of Identifier of above Person(s)

Jeetendra Singh
2, Garstin Place, Kol, Thana: -Hare Street,
District:-Kolkata, WEST BENGAL, India, P.O. :- Pin
:-700001

Signature of Identifier with Date


5/9/11





(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA



Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 11438 of 2011
(Serial No. 10525 of 2011)

On

Payment of Fees:

On 05/09/2011

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,
Article number : 23,5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0/-, on 05/09/2011

Amount by Draft

Rs. 5815/- is paid, by the draft number 232661, Draft Date 25/08/2011, Bank Name State Bank of India, DALHOUSIE SQUARE, received on 05/09/2011

(Under Article : A(1) = 5808/- ,E = 7/- on 05/09/2011)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-528938/-

Certified that the required stamp duty of this document is Rs.- 31746 /- and the Stamp duty paid as: Impresive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty Rs. 31746/- is paid 23266225/08/2011 State Bank of India, DALHOUSIE SQUARE, received on 05/09/2011

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

Presented for registration at 13.24 hrs on :05/09/2011, at the Office of the A. R. A. - II KOLKATA by Kailash Chandra Agarwal ,Claimant.

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

Execution is admitted on 05/09/2011 by

1. Purushottam Pasari

Director, M/s Mahalakshmi Construction Pvt Ltd, 115, College Street, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700012 .

, By Profession : Others



(Sudhakar Sahu)

ADDL. REGISTRAR OF ASSURANCES-II

05/09/2011 16:09:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 11438 of 2011

(Serial No. 10525 of 2011)

2. Kailash Chandra Agarwal, son of Bola Ram Agarwal , 6/4, Jessore Road, 4th Floor, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700028 , By Caste Hindu, By Profession : Service

Identified By Jeetendra Singh, son of Late M Singh, 2, Garstin Place, Kol, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II



(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

or repugnant to the subject or context shall be deemed to mean include their and each of their respective heirs executors administrators legal representatives and /or assigns) of the **OTHER PART** :

WHEREAS by a Deed of Lease dated 25th October, 1981 registered with the Registrar of Assurances, Calcutta in Book No. 1 Being Document No.8951 for the year 1981 and made between Nand Dulal Sreemany, Govinda Dulal Sreemany, Smt. Ratanmala Sreemany, Smt. Santilata Sreemany therein collectively referred to as "the lessors" of the One Part and Smt. Rekha Basak therein referred to as "the lessee" of the Other Part, the lessor therein demised unto the lessee therein All That piece or parcel of land measuring 3 Cottahs 25 Sq. ft. be the same a little more or les together with one storied brick built building lying erected therein situate lying at and being municipal premises No.213A, Bipin Behari Ganguly Street, Calcutta for the term of 51 years commencing on 1st day of October, 1981 and terminating on 30th September, 2032 at or for the rent and on the terms and conditions contained therein;

AND WHEREAS since thereafter, the said lessee Smt. Rekha Basak added two further floors to the existing building at the said premises;

AND WHEREAS by three several deeds of conveyances all dated 19th August, 1996 registered with the Registrar of Assurances, Calcutta in Book No. 1 being being Document No.4614 and 4615 for the year 1996 and Document No. 635 for the year 1997 and two further Deeds of Conveyance both dated 14th February, 1997 registered with the Registrar of Assurances, Calcutta in Book No. I, being Document No. 718 and 871 for the year 1997 Mahalakshmi Construction Pvt. Limited purchased the premises No. 213A, 213B and 213C, Bipin Behari Ganguly Street, Calcutta and Premises No. 115, College Street, Calcutta at or for the consideration mentioned therein;

AND WHEREAS by a Deed of Surrender of Lease dated 10th March, 2006 registered with the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1 at pages 1 to 8 being No. 2390 for the year 2006 and made between the said Smt. Rekha Basak therein referred to as "the lessee" of the One Part and the said Mahalakshmi Construction Pvt. Limited therein referred to as the owner of the Other Part the lessee therein surrendered the unexpired residue of the term of 51 years granted by the said Deed of Lease dated 25th October, 1981 unto the owner therein, subject to the tenants therein, but as otherwise free from all encumbrances;

AND WHEREAS thus, the Vendor herein became the sole and absolute owner became seized and possessed of or otherwise became well and sufficiently entitled to **All That** piece or parcel of land measuring 3 Cottahs 25 Sq. ft. be the same a little more or less together with three storied building therein situate lying at and being premises No. 213A, Bipin Behari Ganguly Street, Kolkata - 700 012 (hereinafter referred to as "the said Premises") more fully set out and described in the **FIRST SCHEDULE** hereunder written ;

AND WHEREAS after inspection of the Vendor's document of title, the said renovation plan and other documents and after being fully satisfied about the Vendor's title to the said premises as also the workmanship of the construction and/or renovation of the building and the building materials used for the same, by an **Agreement dated 4th June, 2011** the Purchaser herein had agreed to purchase and the Vendor agreed to sell **All That** Office Space being Room No. **301 measuring about 70 (Seventy) Sq. ft. of Super built up area** situated on the **3rd (Third) floor** of the said building at Premises No. 213A, Bipin Behari Ganguly Street, Kolkata - 700 012 together with proportionate undivided share in the land underneath the said building (hereinafter referred to as "the said unit") more fully set out and described in the **SECOND SCHEDULE** hereunder written at or for the total consideration of **Rs.1,85,000/- (Rupees one lac Eighty five thousand only)** and on the terms and conditions contained therein;

AND WHEREAS upon payment of the full agreed consideration money, the Vendor put the Purchaser into possession of the said Unit;

AND WHEREAS the Purchaser has now called upon the Vendor to execute and register this Deed of Conveyance in favour of the Purchaser ;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of **Rs.1,85,000/- (Rupees one lac Eighty five thousand only)** only being the full agreed consideration money paid by the Purchaser to the Vendor on or before execution of these presents (the receipt whereof the Vendor doth hereby and by the receipt hereunder written admit and acknowledge and of and from payment of the same and every part thereof doth hereby for ever acquit, release, exonerate and discharge the said Unit and the Purchaser herein) it the Vendor doth hereby grant, sale transfer, convey, assign and assure unto and in favour of the Purchaser **All That** Office Space being Room No. **301 measuring about 70 (Seventy) Sq. ft. of Super built up area** situated on the **3rd (Third) floor** of the building at premises No. 213A, Bipin Behari Ganguly Street,

Kolkata - 700 012 together with proportionate undivided share in the land underneath the said building (hereinafter collectively referred to as "the **said Unit**") more fully set out and described in the **SECOND SCHEDULE** hereunder written and delineated on the map or plan annexed hereto and thereon shown within red borders **OR HOWSOEVER OTHERWISE** the said Unit or any part thereof now are or is or heretofore were or was situated butted bounded called known numbered described and distinguished together with right of user of the common areas, facilities and amenities (more fully set out and described in the **THIRD SCHEDULE** hereunder written) in common with the Vendor and also the Owners / Occupiers of the other Units and spaces in the said building and premises **TOGETHER WITH** all easements or quasi-easements or other stipulation or provisions for the beneficial use and enjoyment of the said Unit **TO HAVE AND TO HOLD** the said Unit **AND ALSO** subject to the Purchaser regularly and punctually paying the proportionate amount of the maintenance and service charges and other costs and expenses as mentioned in the **FOURTH SCHEDULE** hereunder written **AND FURTHER** subject to the easement and other provisions in connection with the beneficial use and enjoyment of the said unit as mentioned in the **FIFTH SCHEDULE** hereunder written **AND ALSO** subject to the Purchaser observing and performing the various terms conditions covenants and stipulations as contained in the **SIXTH SCHEDULE** hereunder written and on the part of the Purchaser to the observed and performed **AND ALSO SUBJECT** to the several restrictions with regard to the use and enjoyment of the said Unit by the purchaser as mentioned in the **SEVENTH SCHEDULE** hereunder written **AND FURTHER** subject to the Purchaser regularly and punctually paying the Municipal rates and taxes, multi-storied building taxes and other rates, taxes levies and outgoings whatsoever on account and in respect of the said Unit.

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

- a) The undivided proportionate variable and impartial share or interest in the land beneath the said building which the Vendor doth hereby profess to transfer subsist and that the Vendor has good right full power and absolute authority to grant convey transfer assign and assure the same in favour of the Purchaser in the manner as aforesaid.
- b) The said undivided proportionate variable and impartial share or interest in the land beneath the said building hereby transferred and conveyed is free and discharged from and against all manners or encumbrances, whatsoever,

save and except the terms, conditions, covenants stipulations and restrictions as are herein contained.

- c) The Vendor shall time to time and at all material times hereafter at the requests and costs of the purchaser do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, matters and things whatsoever for further and other lawful and reasonable acts, deeds, matters and things whatsoever for further betterment and more perfectly assuring the said undivided proportionate impartial and variable share or interest in the land beneath the said building in relation to and/or attributable to the said Unit in the manner aforesaid.
- d) It would be lawful for the Purchaser from time to time and at all material times hereafter to enter into and upon and hold and enjoy the said Unit **AND ALSO** to receive the rents issues and profits there without and interruption, disturbances, claims or demands by or on behalf of the Vendor and/or any other person or persons claiming through under or in Trust for the Vendor, but subject to various terms conditions covenants and restrictions as are herein contained.

THE PURCHASER hereby covenants that all stipulations and restrictions herein contained shall at all material times hereafter run with the said Unit hereby transferred and further covenants with the Vendor as follows:-

- a) The Purchaser so as to bind the owner and/or occupiers for the time being of the said Unit and so that this covenant shall be for the benefit of the said building as also the owners and occupiers of different units in the said building hereby covenant that the Purchaser and all other persons deriving title under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of common parts and facilities at the said building more particularly described in the **SIXTH SCHEDULE** hereunder written as also duly observe the various restrictions set forth in the **SEVENTH SCHEDULE** hereunder written.
- b) The Purchaser shall at all material times hereafter regularly and punctually pay all Municipal rates and taxes, Commercial surcharge and all other rates taxes and outgoings whatsoever as may from time to time be found payable on account and in respect of the said Unit.

- c) So long the said Unit is not separately assessed by The Kolkata Municipal Corporation authorities, the Purchaser shall regularly and punctually pay to the Vendor the proportionate share of the Municipal rates and taxes and other rates and taxes and impositions whatsoever as may be found payable in respect of the said Unit.
- d) The Purchaser shall regularly and punctually contribute and pay month by month and every month to the Vendor the proportionate share of the costs and outgoings including the maintenance and service charges as mentioned in the **FOURTH SCHEDULE** hereunder written. The apportionment of such costs and expenses shall be made by the Vendor and the same shall be conclusive final and binding.
- e) Notwithstanding any law for the time being in force or which may hereafter come into force whether Central, State and/or Local the Purchaser is not desirous of having any right and/or interest into or upon the roof/terrace above the ultimate floor of the said Building and has voluntarily and irrevocably relinquished the same. The Purchaser shall not claim any right of any nature whatsoever and/or howsoever into or upon the same. The Purchaser shall not do any act deed or thing whereby any person is prevented from using the roof and in the event of the owner person holding the right to the roof making any further construction over and upon the said roof the person shall be entitled to do so and the Purchaser hereby consents to the same and the owner/person holding the right to the roof shall be entitled to connect the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and other connection and installations of the said Building and shall also be entitled to use the parapet walls and roof for the installation of cellular site, display of any advertisements, signboards, hoardings etc. and the Purchaser or any person claiming through and/or under them shall not be entitled to raise any objection thereto nor claim any compensation or damages on the ground of any inconvenience or any other ground whatsoever and/or howsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land with three storied building containing by estimation an area of 3 Cottahs and 25 square feet being premises No. 213A, Bipin Behari Ganguly Street, Kolkata - 700 012 P. S. Bowbazar within Ward No. 47 of The Kolkata Municipal Corporation and butted and bounded

- On the North : by a common passage running from College Street;
On the South : by Bepin Behari Ganguly Street;
On the West : by a common passage running from Bepin Behari Ganguly Street; and
On the East : by College Street.

THE SECOND SCHEDULE ABOVE REFERRED TO

All That Office space being Room No. 301 measuring about 70 (Seventy) Sq. ft. of **Super built up area** shown within **RED** borders on the plan annexed hereto situated on the 3rd (Third) floor of the building at premises No. 213A, Bipin Behari Ganguly Street, Kolkata - 700 012 together with proportionate undivided share in the land underneath the said building, P. S. Bowbazar, Ward No. 47 of The Kolkata Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas or facilities and amenities mentioned in the present deed shall include)

1. The foundation, columns, girders, beams supports, main walls, stairs and entrance and exit through the gate at the centre of the building.
2. Common service such as water supply, installing and running of pump, lighting and cleaning of the common areas etc. at the Building.
3. The underground and overhead water reservoir, tanks, pumps and meter, pipes and in general all apparatus and installation existing for common use in The building.
4. Such other common facilities as may be specifically provided for in the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. Proportionate share of maintaining, repairing, re-decorating of the main structures and the outer side of the building and in particular, the gutter, rain water pipes and electric wires in under or upon the building and to be

enjoyed or used in common with occupiers, purchasers of other offices and/or spaces and the main entrance, passages, landings, staircase of the building as enjoyed in common with the occupiers, purchaser of the other office showrooms and/or spaces in the said building.

2. Proportionate share of Municipal taxes including surcharges, commercial taxes if applicable and other taxes outgoings, levies and impositions from the date of making over possession of the Office Space to be borne by the purchaser till the Office Space of the Purchaser is separately assessed.
3. Proportionate cost of repairing, maintaining, cleaning and lighting the passages, landing, staircases etc. and the other parts of the building.
4. Proportionate share of expenses in respect of salaries of jamadars, caretakers, darwans, clerks bill collectors, chowkidars, sweepers, electricians, plumbers and other employees.
5. Proportionate share of cost of working and maintenance of pump, common lights and services.
6. Proportionate share of expenses of common services and in connection with common areas and facilities.
7. Proportionate share of expenses for insuring the building against earthquakes, fire, mob violence, riots and other natural calamities, if any.
8. Proportionate share of other expenses as are necessary or incidental for the maintenance and upkeep of the premises.

THE FIFTH SCHEDULE ABOVE REFERRED TO

The purchasers of several units at the said building including the purchaser above named shall allow the Vendor and each other the following rights, easements, quasi-easements, privileges and/or appurtenances

- a) The right of common passage in all the parts and portions of the buildings;
- b) Right to support and shelter and protection of each portion of the building by the other portion thereof;

- c) The absolute unfettered and unencumbered right over the common portion of the building subject to the terms, conditions, stipulations and restrictions herein contained;
- d) Right with or without workmen and necessary materials to enter upon the said building including different units thereat for the purpose of repairing any unit or the common portions or essential services in so far as the same cannot be carried out without such entry and except in the event of emergency, upon giving 48 hours previous notice writing to the Vendor and other owners of units in the building affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO

Covenants regarding management and maintenance of the common parts and the common expenses.

- 1. The purchaser has examined the facilities, fittings and fixtures provided in the building including the said unit and has fully satisfied itself with regard thereto and the nature, scope and extent of the benefits, rights and interest provided to the purchaser.
- 2. **TRANSFER:**
 - 2.1 The said unit shall be one lot and shall not be partitioned in any manner;
 - 2.2 The purchaser shall at all material times be entitled to sell, transfer, let out or otherwise part with possession of the said Unit in favour of such person or party and the same in such manner and at such consideration, premium, rent or occupation charges as the purchaser shall at its discretion think proper;
 - 2.3 Notwithstanding the aforesaid, in case of any transfer, the purchaser shall pay and discharge all its debts & liabilities for common expenses or otherwise.
 - 2.4 Subject to the provisions contained in this Deed and subject to the provisions of law for the time being in force, the purchaser shall be entitled to exclusive ownership possession and enjoyment of the said Unit

TOGETHER WITH all the benefits rights and facilities as herein specifically provided and the said rights shall be heritable and transferable as other immovable properties;

2.5 In case of any transfer if the purchaser divests itself of its ownership of the said unit then such transfer shall be accompanied by the transfer of all share or interest as the purchaser may have in the building, the said land the common passage and such transfer shall be subject to the condition that the transferee shall become entitled to all the said share and/or to all the said share and/or interest in one lot in complete substitution of the purchaser **TOGETHER WITH** all the rights and subject to all the terms herein contained.

3. **MUTATION, TAXES & IMPOSITION:**

3.1 The purchaser shall apply for and get the said Unit separately assessed for the purpose of assessment of Municipal and all other rates and taxes.

3.2 Unit such separate assessment and/or mutation, the purchaser shall month by month and every month pay to the Vendor the proportionate amount of Municipal rates and taxes or impositions as may be found payable on account and in respect of the said Unit from the date of possession.

3.3 Upon the separate and/or mutation, the purchaser shall solely be responsible to pay such entire taxes or impositions as may be assessed on account and in respect of the said Unit.

3.4 Besides the amount of such Municipal rates and taxes and impositions, the purchaser shall also proportionately bear and ,pay all other rates and impositions including Urban land Tax, water tax, etc. in respect of the building from the date of possession.

4. The Vendor shall exclusive and uninterruptedly be incharge to look after, manage and administer the maintenance of common parts, facilities and amenities as also essential services of the said building complex including the said building, wherein the said Unit is situated, without any objection by or on behalf of any of the purchasers including the purchaser herein.

5. For proper safety and security, the Vendor shall at its own discretion employ and appoint Durwans, Chowkidars, Security guards and other staffs and the same at such salaries or remuneration or other charges and on such terms and conditions as the Vendor shall at its own discretion shall think fit and proper.
6. The Vendor herein shall make arrangement for proper and sufficient electrifications of all the common parts and areas including landing of stairs as may be necessary or required at the discretion of the Vendor subject to the purchaser herein as also other Owners and/or occupiers, of units regularly and punctually paying the electricity charges as also the monthly maintenance and service charges and other agreed charges on account of their respective units.
7. The Vendor herein shall make necessary arrangement for cleaning and sweeping of all common parts, areas, passages, drive-ways and other spaces of the said building as also for the maintenance of sewerage and drainage connections of the said building.
8. The Vendor herein shall be in-charge of keeping and maintaining the underground water reservoirs as also over-head tanks. It is however made clear that the Vendor herein shall not in any manner be held responsible in case of non-supply or insufficient supply of water from the Municipal Corporation or due to the break down in Motor and water pump or otherwise.
9. The Vendor shall be at liberty to retain, appoint and employ sweepers, electricians and other employees and staff as may from time to time be necessary or required maintaining the common parts, areas, facilities, amenities and essential services at the said building and the same at such remuneration, salaries and charges and on such terms and conditions as the Vendor shall think fit and proper.
10. The Vendor herein shall exclusively be entitled to terminate the services of all or any of the durwans, dhowkidars, security guards, electricians, sweepers or other employees and staff and further not appoint other or others of them as the Vendor shall think proper.

11. The purchaser herein shall pay to the Vendor the monthly maintenance and service charges on 412 Sq. ft. being the total Super Built Up Area of the said unit from the date of possession at such rate as may be fixed by the Vendor.
12. The purchaser shall not be entitled to claim any deduction and/or abatement in the amounts of monthly maintenance and service charges payable to the Vendor as aforesaid on the ground of there being no sufficient or proper or adequate maintenance of essential services and/or common parts, areas, facilities & amenities at the said building or on any other ground whatsoever.
13. The purchaser shall render his best co-operation and assistance to the Vendor in the matter of maintenance of supply of electricity water and other essential services at the said building complex as also in the matter of payment of electricity charges, water taxes Municipal Corporation taxes and other Rates taxes and outgoings.
14. The purchaser shall not in any manner interfere or obstruct or object in the matter of the Vendor maintaining the supply and distribution of electricity and the maintaining of supply of water and security at the said building and maintaining of other common parts, areas & facilities at the said building.
15. The purchaser shall not do or commit nor permit any one to do or commit any act deed matter or things which may in any manner cause obstruction in the matter of maintenance of supply of electricity, water and other essential services as also maintenance of common parts, areas, facilities and amenities including the security at the said building complex by the Vendor.
16. The purchaser shall do or cause to do all acts, deeds, matters and things as also sign, execute and deliver all applications, papers and documents as may from time to time be required by the Vendor for the maintenance of supply of water and electricity and essential services as also maintenance of common parts, areas and facilities including security at the said building.
17. In case of delay or default on the part of the purchaser in making payment of electricity charges, monthly maintenance and service charges as also the proportionate amount of Municipal Corporation taxes and other rates taxes and outgoings, the purchaser shall be liable without prejudice to the other rights of the Vendor as hereinafter provided, to pay interest on the outstanding amounts calculated at the rate of 2% per month.

18. Notwithstanding anything to the contrary contained in these presents, it is also agreed and made clear that in case of delay and/or default on the part of the purchaser in making payment of electricity charges and/or monthly maintenance and service charges and/or the proportionate amounts of Municipal Corporation taxes and other rates, taxes and outgoings, the Vendor herein shall be entitled without prejudice to its other rights, to disconnect the supply of electricity and water as also other essential services to the purchaser abovenamed and/or the said unit. It is also agreed and made clear that the purchaser herein shall not be entitled to restoration of supply of electricity and water and other essential services until the purchaser has duly paid the entire outstanding electricity dues and arrears of monthly maintenance and service charges and the monthly lift maintenance costs and also the proportionate amount of Municipal Corporation tax rates and other outgoings together with interest thereon at the agreed rate as aforesaid together with reconnection charges as may be demanded by the Vendor.
19. Notwithstanding anything to the contrary contained in the presents, it is agreed and made clear that in case of enhancement in the amounts or salaries and wages payable to the Durwans, Security guards, sweepers, Electricians and other employees and staffs and/or increase in the amounts of electricity charges and other outgoings, the electricity charges and/or the monthly maintenance costs payable by the purchaser shall also be proportionately enhanced.
20. Notwithstanding anything to the contrary contained in the presents, it is agreed and made clear that subject to the purchaser herein along with purchasers of other units at the Building regularly and punctually paying the monthly maintenance and service charges as also the Municipal Corporation taxes and other rates, taxes and outgoings whatsoever including the electricity charges as per the terms herein contained the Vendor shall not in any manner be liable in case of any loss or damage due to default in proper maintenance of common parts areas, facilities, and amenities and/or failure to proper security and/or disconnection of electricity, water and other public utility services because of the defaults, laches and/or breaches on the part of the purchaser herein and/or purchasers of other units at the said Building.

21. **USER:**

- 21.1 If at any time, any addition or alteration in or upon or relating to the said Building and/or the said Unit are required to be carried out by or at the instance of Government, Municipal Corporation or any Statutory authorities or the Architect the same shall be carried out by the purchaser in co-operation with the Vendor and/or occupiers of other units in the said building at their own costs and in this regard, the Vendor shall not be in any manner liable or responsible.
- 21.2 The purchaser shall at his own costs maintain the said unit in good condition state and other and shall be abide by all the Bye-laws, Rules and Regulations of the Government, Kolkata Municipal Corporation and other Statutory authorities and local bodies including those as may be framed by the Vendor as may hereafter be formed by the Vendor.
- 21.3 The purchaser shall at all material times permit the Vendor and its Engineers, contractors, surveyors and agents during the reasonable hours during the day time and on prior appointment with or without workmen and others to enter into and upon the said unit and/or any part of the said building for the purpose of making repairing, maintaining, rebuilding, cleaning, lighting and keeping order and god condition all sewers, drains, pipes, cables gutters, wires, structures and other conveniences belonging to service or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drains water-pipes and electric wires and for similar or other purposes and/or to view and examine the state and condition of the said Unit or portions of the said building and purchasers shall be liable to make good immediately on receiving notice of all such defects and wants of repairs of which notice in writing shall be given by the Vendor to the purchaser.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Notwithstanding anything to the contrary contained in this Deed or any of the Schedule hereinabove written, the Purchaser herein shall not:-

- (a) Use the said Unit in such manner or commit any act, which May in any manner cause nuisance or annoyance to the owners and/or occupiers of other units in the said Building.

- (b) Use the said Unit or permit the same to be used for any purpose other than the purpose for which the same is meant and has been sanctioned by the Municipal Corporation.
- (c) Allow the storage of any goods, articles or things in the staircase, lobbies or other common parts of the said building and premises of any portion thereof.
- (d) Block or permit the blocking of the staircase, lobbies or other common parts or areas of the said building or Premises or any portion thereof.
- (e) Bring in keep or store any inflammable or combustible goods, articles and things in or upon the said unit.
- (f) Decorate the exterior of the said unit otherwise than in the manner the said Unit was delivered.
- (g) Display or put up any neon-sign or other signboard on the outer walls of the said unit or any part of the said building without the consent in writing of the Vendor.
- (h) Put up any Air-conditioner except at the space or portion as may be meant for the purpose.
- (i) Throw or accumulate or permit the throwing or accumulating or any dirt rubbish or other re-use in the said unit or in any portion of the said building.
- (j) Claim partition or sub-division of the said land or the common parts of the said building.
- (k) Claim any right over and in respect of the car parking and/or the roof. It is made clear that the car parking and roofs shall always be the property of the Vendor and be at the exclusive disposal of the Vendor.
- (l) Carry on any obnoxious nuisance offensive or illegal or immoral activities in the said unit or any portion of the said Building including the common parts.
- (m) Object or obstruct the erection of one or more floor or other structures in or upon the roof or either of it by the Vendor.

- (n) Interfere with the maintenance, repairing the upkeep of electrical installations including electric sub-meters, water pumps, overhead water tanks, underground water reservoirs to be carried out by the Vendor.
- (o) Permit or allow his peons and other staff to store goods or sleep or otherwise use or occupy the lobbies, landings on other common portions or spaces of the building.
- (p) Do anything whereby the rights of the Vendor and/or the owners and/or occupiers of other units in the said building is affected or prejudice in any manner whatsoever and/or which may effect or prejudice the use and enjoyment of the other units and/or the common parts of the said building by the other owners or occupiers.
- q) Do anything whereby the owners and/or occupiers of other units and in the building are obstructed or prevented from the enjoyment of their respective units and/or common parts.
- r) Do or permit to be done any act deed or thing which may render void or voidable, any Insurance of any unit or other portions of the said building or cause any Insurance premium to be increased in respect thereof.
- s) To claim partition or sub-division or the said land and/or common parts in the said building or to do any act or deed, whereby the rights of the Vendor or the rights of the owners or occupiers of other units at the said building are/is affected or prejudiced in any manner whatsoever.
- t) Not to claim any right in respect of the other units and/or spaces in the said building save the right to use the common parts of the building, as may be necessary for the egress and ingress of men and materials to and from the said unit and/or for utility pipes, cables and conduits installed in the said unit.
- u) Not to claim any right in respect of roof as the roof is the property of Vendor. The Purchaser have no right, title, interest over the roof and the roof will be under control / lock and key of the Vendor and/or such person acquiring the right therein from the Vendor.

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

SIGNED SEALED AND DELIVERED

by the withinnamed **VENDOR** at
Kolkata in the presence of:-

1. Bikash Kelenath
2. Garstin place
Kol. 700001.

2. Mounita Dey .
2, Garstin Place .
kol - 700001 .

SIGNED SEALED AND DELIVERED

by the withinnamed **PURCHASER** at
Kolkata in the presence of :-

1. Bikash Kelenath
2. Mounita Dey .

For Mahalakshmi Constnuctions Pvt. Ltd.

[Signature]
Director

(PURUSHOTPAH PASARI)

[Signature]

(KALASH CHANDRA AGARWAL)

RECEIVED from the withinnamed Purchaser the withinmentioned sum of **Rs.1,85,000/- (Rupees one lac Eighty five thousand only)** being the full and final payment of consideration money under these presents as per the memo of consideration stated hereunder :

Memo Of Consideration

DATE	Chq/P.O	NAME OF THE BANK	AMOUNT
17.05.2011	538701	OBC - Sagar Estate	70,000/-
07.06.2011	538367	OBC - Sagar Estate	65,000/-
24.08.2011	001128	OBC - Sagar Estate	25,000/-
25.08.2011	001129	OBC - Sagar Estate	25,000/-

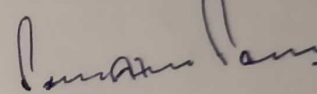
			1,85,000/-
			=====

Witness:

1. Bikash Selenath

2. Moumita Deef .

For Mahalakshmi Constructions Pvt. Ltd.,

 Director

NAME (P. URUSHADITAM PASHRI)

SIGNATURE *P. Urushaditam Pashri*



P. Urushaditam Pashri

LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

NAME KAILASH CHANDRA AGARWAL

SIGNATURE *K. Agarwal*



LEFT HAND FINGER PRINTS				
LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS				
THUMB	FORE	MIDDLE	RING	LITTLE

DATED THIS 5th DAY OF September 2011

DEED OF CONVEYANCE

BETWEEN

MAHALAKSHMI CONSTRUCTION PRIVATE LIMITED

VENDOR

AND

SRI KAILASH CHANDRA AGARWAL

PURCHASER

S.K.DAGA(ADVOCATE),
2, GARSTIN PLACE
1ST FLOOR
KOLKATA - 700 001
PH : 22313145/46 /22439138

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 44
Page from 4415 to 4438
being No 11438 for the year 2011.



(Sudhakar Sahu) 16-September-2011
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal