

**THIS INDENTURE OF CONVEYANCE** is made at Kolkata on this the  
day of **TWO THOUSAND AND TWENTY**

**BETWEEN**

VIJAY MAHESHWARI (**PAN NO.AFGPM1014B**) of 8B, Middleton Street, Flat No. 6A, Kolkata – 700071, son of Late Rup Narain Gaggar, hereinafter called the **VENDOR** of the **ONE PART** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns).

**AND**

**SUMEDHA FISCAL SERVICES LIMITED (PAN NO. AAECs4754L)** a company having been incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 8B, Middleton Street, Flat No. 6A, Kolkata – 700071 P.S. Shakespeare Sarani P.O. Middleton Row and represented by its Director **BIJAY MURMURIA (PAN NO. AEZPM8420P) (AADHAAR NO. 4387 1132)**, son of Ram Gopal murmuria working for gain at 8B, Middleton Street, Flat No. 6A, Kolkata – 700071 P.S. Shakespeare Sarani P.O. Middleton Row hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **OTHER PART**

**WHEREAS:**

- A) By an Indenture of Conveyance dated the third day of October One thousand nine hundred and fifty-one made between Rachel Sassoon , Abraham Moise Sassoon, Ralph Moise Sassoon, Joseph Moise Sassoon and David Victor Sassoon all therein jointly referred to as “the Vendors of the, First Part and Bhagwati Prasad Moody (since deceased) therein referred to as the Confirming Party of the Second Part and Moody Properties Limited (the Vendor herein) therein referred to as the Purchaser of the Third Part and Registered at the office of the Registrar

of Assurances, Calcutta in book No. 1 Volume No. 96 Pages 112 to 121 Being No. 3628 for the year 1951, the said Rachel Sassoon, Abraham Moise Sassoon, Ralph Moise Sassoon, Joseph Moise Sassoon and David Victor Sassoon for the consideration therein mentioned with the consent and concurrence of the said Bhagwati Prasad Moody sold transferred and conveyed unto and in favour of Moody Properties Limited ALL THAT the brick built messuage tenement or dwelling house together with the piece and parcel of government revenue redeemed land containing by estimation an area of 4 Bighas 2 cottahs 5 chittacks and 20 sq.ft. (more or less) together with all structure standing thereon situate lying at and being Municipal Premises No. 8 Middleton Street, Kolkata (more fully and particularly mentioned and described in PART I of the FIRST SCHEDULE hereunder written and hereinafter referred to as the ENTIRE PROPERTY) free from all encumbrances and charges for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Conveyance

- B) By virtue of the aforesaid purchase the said Moody Properties Limited thus became entitled to the said Entire Property, free from all encumbrances and charges
- C) The said Moody Properties Limited on a part of portion of the said Entire property which has since been separated and numbered as Municipal Premises No. 8B Middleton Street, Kolkata 700 071 (more fully and particularly mentioned and described in PART II of the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) had constructed a building in accordance with the plan duly sanctioned by Calcutta Corporation (as it was then known) and after receiving all necessary permissions and/or approvals from the Fire Brigade and other authorities
- D) By an Agreement of Sale dated 11<sup>th</sup> January 1978 duly registered with Registrar of Assurances, Kolkata entered into between Moody Properties Limited therein referred to as the Seller of the One Part and Sri. Mrs. Santosh Sharma wife of Ramotar Sharma therein referred to as the Buyer (hereinafter referred to as the Original Purchaser) of the Other Part Moody Properties Ltd agreed to sell and transfer and the said Original Purchaser agreed to purchase and acquire either in her own name or in the name of her nominee and/or nominees ALL THAT THE Flat No. 6A on the 6th floor of the building then in course of construction at the said Premises containing by estimation an area of 1534 sq.ft. (covered area)

(more or less) TOGETHER WITH one covered car parking space No. 4 at Ground Floor AND TOGETHER WITH the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said FLAT AND THE PROPERTIES APPURTENANT THERETO) at and for a consideration and subject to the terms and conditions contained and recorded in the said Sale Agreement

- E) The said Original Purchaser from time to time made payment of the entirety of the purchase price and various amounts on account of deposits and advances payable in terms of the said Sale Agreement and upon completion of a new building at the said Premises was put in possession of the said Flat and the Properties Appurtenant Thereto in 1978.
- F) By a Supplemental Deed of Agreement dated 28<sup>th</sup> August 1981 entered into between the Original Purchaser therein referred to as the Transferor of the First Part and 1)Karkala Rudrappa Prabhakar Setty 2) Mrs. Tulasi Roye shetty , referred to as the Transferee of the Second Part and the said Moody Properties Limited therein referred to as the Confirming Party of the Third Part and duly registered with Registrar of Assurances, Kolkata , the said Original Purchaser for the consideration therein mentioned agreed to transfer and assign the entirety of his right title interest into or upon the said Flat and the Properties Appurtenant Thereto including the benefit of the advances and/or deposits unto and in favor of the Transferee and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the SUPPLEMENTAL AGREEMENT)
- G) In pursuance of the said Supplemental Agreement, the Transferee had made full payment of the amount of consideration payable in terms of the said Supplemental Agreement which included reimbursement of the amount of consideration paid by the Original Purchaser to the said Moody Properties Limited and the Transferee had been put in possession in 1981 and continued to remain in possession of the said Flat and the Properties Appurtenant thereto excepting that the Deed of Conveyance and/or transfer in respect thereof has not been executed.
- H)By another Agreement and / or Deed of nomination dated 03<sup>rd</sup> May, 1989 made between the said Karkala Rudrappa Prabhakar Shetty and Mrs.

Tulasi Mala Roye Shetty (the said Transferees) therein jointly referred to as the Transferors of the One Part and Vijay Maheshwari (the vendor herein) therein referred to as the transferee of the Second Part and Vendor herein, Moody Properties Ltd therein referred to as the Builder of the Third part, the said Transferees with the consent and concurrence of the Vendor herein Irrevocably nominated the vendor herein in the place and stead of the said Transferees in respect of the said Original Sale Agreement and the said First Nomination Agreement with the intent and object that the vendor herein shall be substituted in place and stead of the said Transferees for the consideration and on the terms and condition mentioned and recorded in the said Agreement (hereinafter called the SECOND NOMINATION AGREEMENT) with the intent that consequent to such nomination the Vendor herein or his nominee or nominees shall be entitled to hold the said flat and the properties appurtenant thereto and shall also be entitled to obtain the Deed of Conveyance in respect of the said flat and other properties appurtenant thereto directly in his favour or his nominee or nominees.

- I) By a Deed of Assignment dated 3<sup>rd</sup> May 1989 duly registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No.153 Pages 109 to 121 being No.4964 for the year 1989 made between the said Karkala Rudrappa Prabhakar Shetty and Mrs. Tulasi Mala Roye Shetty (the said Transferees) herein jointly referred to as the Assignors of the One Part and Vijay Maheshwari (the vendor herein) therein referred to as the Assignee of the Other Part, the said K.R.P. Shetty and Anr for the consideration mentioned therein and on the terms and conditions mentioned and recorded therein indefeasibly granted, transferred and assigned unto and in favour of the Vendor herein all their respective right title and interest claims and demands into or upon the said flat and the Properties Appurtenant thereto and also into or upon the said Original Sale Agreement and the said First Nomination Agreement and also the benefit of all the amounts lying deposited with the owner and the CESC Ltd. Absolutely and Forever.
- J) By a Deed of Conveyance dated 7<sup>th</sup> November, 2014 duly registered at the office of the Registrar of Assurances, Kolkata made between the Moody Properties Ltd referred to as Builder and Vijay Maheshwari the Vendor herein became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flat alongwith garage and the properties appurtenant thereto.

- K) The Vendor has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire the said Flat and the Properties Appurtenant Thereto and/or the entirety of the right title interest of the Vendor into or upon the said Flat and the Properties Appurtenant Thereto, free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever for the consideration and subject to the terms and conditions hereinafter appearing
- L) At or before the execution of this Indenture the Vendor has assured and represented to the Purchaser as follows:
- i) That the said Flat and the Properties Appurtenant Thereto is free from all encumbrances, charges, liens, lispendens, attachments trusts whatsoever or howsoever
  - ii) That the Vendor has a marketable title in respect of the said Flat and the Properties Appurtenant Thereto
  - iii) That excepting the Vendor nobody else has any right title interest claim or demand into or upon the said flat and the properties appurtenant thereto or any part or portion thereof
  - iv) That the said flat is presently rented out to the Purchaser since 01.04.2003
  - v) That the Vendor is in khas possession of the said Flat and the Properties Appurtenant Thereto
  - vi) That all municipal rates taxes and other outgoings including maintenance charges and electricity charges payable in respect of the said Flat and the Properties Appurtenant Thereto has been paid and in any event it shall be the responsibility and obligation of the Vendor to make payment of the same upto the date of execution of this Indenture
  - vii) That the Vendor has not enter into any agreement for sale transfer lease tenancy nor has created any interest of any third party into or upon the said Flat and the Properties Appurtenant Thereto or any part or portion thereof.
- M) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof, the Purchaser has agreed to purchase and acquire the said Flat and the Properties Appurtenant Thereto for the consideration and subject to the terms and conditions hereinafter appearing

**NOW THIS INDENTURE WITNESSETH** as follows:

1. THAT in pursuance of the said Agreement and in further consideration of a sum of Rs.                      /- (Rupees                      ) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor at or before the execution of this Deed (the receipt whereof the Vendor doth hereby admit and also by the receipt hereunder written doth admit and acknowledge to have been received and of and from the payment of the same and every part thereof forever discharge, acquit, release and exonerate the Purchaser and the said Flat and the Properties Appurtenant Thereto, the Vendor doth hereby grant, convey, transfer, assure and assign absolutely and forever unto and to the Purchaser herein ALL THAT THE Flat No. 6A on the 6th floor of the building commonly known as GEETANJALI situated at the said Premises (the said Premises more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written) containing by estimation an area of 1534 sq.ft. (covered area) (more or less) TOGETHER WITH one covered car parking space No. 4 at Ground Floor AND TOGETHER WITH the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said FLAT AND THE PROPERTIES APPURTENANT THERETO situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) TOGETHER WITH ALL Fixtures fittings electrical lines sanitary or otherwise lying in the said flat with all toilets facilities complete with water and electric connections and pipe fittings ALSO TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said Premises and the common parts (excluding roof top) AND ALSO TOGETHER WITH all easements and appurtenances, benefits or appendages, rights, liberties and claims or demand whatsoever and all rights, title and interest of the Vendor into and upon the same and/or the premises including the said Flat and the Properties Appurtenant Thereto or held and used in connection therewith subject to the terms covenants stipulations conditions and agreements contained Fourth

Schedule hereunder written and on the part of the Purchaser to be observed and performed as the covenants for the benefit and protection of the said building and the Purchaser or the person deriving title to the said Flat and the Properties Appurtenant thereto as covenant running with the land AND ALSO TOGETHER WITH the right to use common parts without in any way disturbing and interrupting the rights of the Vendor and/or other persons, occupiers and/or owners of any other part or parts and portions of the said Premises for the purpose of ingress and egress from the said Flat and/or more beneficial use and enjoyment of the said Flat and the Properties Appurtenant Thereto as mentioned in the Fifth Schedule hereto AND ALL right title claim and interest of the Vendor into upon the said Flat and the Properties Appurtenant Thereto hereby sole transferred and granted or expressed so to be unto the Purchaser TO HAVE AND TO HOLD the said Flat and the Properties Appurtenant thereto and all rights and privileges hereby granted or conferred or expressed so to be unto and to the Purchaser absolutely and forever free from all encumbrances charges, trusts, liens, lispendens, attachments, boundary disputes, actions, acquisition or requisition proceedings TOGETHER WITH the benefit of the said driveways gates and main entrances, lifts and staircases etc **AND TOGETHER WITH the benefit of the covered land to produce the various documents mentioned in the Fifth Schedule of the said Deed of Conveyance dated 7 November 2014.**

2. AND THE VENDOR HEREBY COVENANT WITH THE PURCHASER as follows:

**(a) THAT** notwithstanding any act deed or matter or thing whatsoever done by the Vendor or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

**(b) THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

**(c) THAT the** Vendor and all persons having or lawfully or equitable claiming any estate or interest in the Said Flat or any part thereof through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Flat and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required by the Purchaser.

**(d)** That the Vendor will and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the cost of the Purchaser or any person having or claiming through or under him any estate or interest at law or in equity in the said Flat and the Properties Appurtenant Thereto and the undivided interest hereby granted sold, transferred and assured unto the Purchaser or any part thereof produce or cause to be produced to the Purchaser or his lawyers, solicitors pr agents or such other person or persons as he shall direct or in the course of any judicial or other proceedings or otherwise as occasion shall require all or any of the deeds muniments and writings mentioned in the Fifth Schedule hereunder written now in the custody or power of the Vendor relating to the said property including the said Flat and the Properties Appurtenant Thereto and the said undivided interest hereby assured or any part thereof in support of the title and possession of the Purchaser or any such other person or persons as aforesaid and will permit the same to be examined inspected or given in evidence AND that the Vendor will also at the like request and cost of the Purchaser or any other person or persons as aforesaid make and furnish or cause to be made or furnished to it such true attested or other copies of abstract of or extract from such deeds and writings as may be required so long as the same shall remain in the custody of the Vendor AND the Vendor will keep the said deeds, muniments and writings safe unobliterated whole and uninjured, fire or other inevitable accident excepted PROVIDED THAT if the Vendor shall hand over the said deeds, instruments and writings to any other person or persons who enters or enter into similar covenants as are hereinbefore contained with the Purchaser or any person deriving title hereunder or if the Vendor shall hand over the said deeds instruments and writings to a constituted body as stated in the fourth Schedule hereto than the said covenants



for production as hereinbefore contained on the part of the Vendor shall cease to be operative.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART – I

ALL THAT the brick built messuage tenements or dwelling house together with the piece and parcel of Government revenue redeemed land or ground thereto belonging and on the part whereof the same is erected and built containing by estimation Four Bighas One Cottahs Five chittacks and twenty square feet and by Government Survey Map four Bighas five cottahs and nine chittacks be the same a little more or less situate lying at and being Premises No.8 Middleton Street in the town of Kolkata and butted and bounded in the manner following that is to say:

ON THE NORTH : By Premises previously No.8 and now No.7  
Middleton Row

ON THE SOUTH : By Middleton Street

ON THE EAST : Partly by No.5 and partly by no.3/1 Camac Street

ON THE WEST : By Premises previously No.7/1 but now  
No.7 Middleton Street and being Holding  
No.39 Block No.18 South Division

PART – II

ALL THAT the piece and parcel of Government Revenue redeemed land measuring 23952 square feet (more or less) situate lying at and being Premises No.8B Middleton Street, in the town of Kolkata and butted and bounded that is to say:

ON THE NORTH : By Premises previously No.3 but now  
No.7 Middleton Row

ON THE SOUTH : By Middleton Street

ON THE EAST : Partly by No.3 and partly by no.3/1  
Camac Street

ON THE WEST : By Western Portion of Premises No.8

THE SECOND SCHEDULE ABOVE REFERRED TO

(FLAT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT THE Flat No. 6A on the 6th floor of the building commonly known as GEETANJALI situated at the said Premises containing by estimation an area of 1534\ sq.ft. (covered area) (more or less) TOGETHER WITH one covered car parking space No. 4 at Ground Floor AND TOGETHER WITH the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

THE THIRD SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing redecorating etc of the main structure and in particular the roof, gutter and rain water pipes of the building, water pipes and electrical wires, motors, generators and other appliances in under or upon the building and enjoyed r used by the Purchaser in common with the other occupiers of the other flats and the main entrances, passages, landings and staircases and lifts of the building as enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the building, compound etc.
2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid
3. The cost of maintaining and decorating the exterior of the building
4. The cost of salaries of clerks, bill collectors, chowkidars, sweepers, liftmen, electrician etc caretaker engaged in the maintenance or upkeep of the building
5. The cost of working and maintenance of lift, water, gas and other lights and service charges
6. Municipal and other taxes and/or outgoings
7. Insurance of the building
8. Capital or recurring expenditure for replacement and rebuilding of the flat, building and of any common facilities and utilities
9. Such other expenses as are deemed necessary or incidental for the maintenance and upkeep of the building

All the aforesaid payments will be made on a pro-rata basis by the Purchaser

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

1. The purchaser has satisfied himself with the nature scope and extent of the benefit or interest in the general common areas and facilities with full support and implications of the conditions and agreements contained in these presents including this Schedule
2. The general common areas and facilities shall all at times be held jointly by the Vendors, owners and/or occupiers of the different portions of the said Premises and shall be used and enjoyed in common amongst themselves and neither the Vendor nor any owner or occupier of any flat and/or car parking space in the premises shall be entitled to make a portion or division thereof or claim to have exclusive right in any manner whatsoever to any portion of such general common areas and facilities
3. The Purchaser along with the Vendor, owners and occupiers of different flats, servants rooms and car parking spaces shall use the said general common area and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of owners and occupiers of other flats and/or other portions
4. Subject to the provisions contained in this indenture including the Schedules 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 flat together with all benefits and facilities as herein specifically provided and shall be heritable and transferrable as any other immovable property
5. The percentage of the undivided interest of the Purchaser in the land shall not be altered without the consent in this behalf of all the owners including the Vendor and shall be deemed to be conveyed or encumbered with the said flat even though such interest is not expressly mentioned in the Conveyance
6. The Purchaser shall have proper representations in the Association/Holding Organization (hereinafter referred to as the CONSTITUTED BODY)

7. The Purchaser undertakes to continue to be a member of the Constituted body and hold proportionate number of shares and voting rights so long as the Purchaser continues to remain as the Owner of the said Flat. The Purchaser shall pay all subscription, fee and all costs and expenses as per his percentage of interest as aforesaid and shall sign and execute all applications deeds documents and instruments as may be necessary and/or required by the Constituted Body
8. In case the Purchaser shall at any time hereafter transfer his rights and interest in the said Flat the transferee or transferees as the case may be shall be bound to have the same representative interest in the constituted body
9. The interest and voting rights of the Purchaser in the constituted body and/or the shares and voting rights attached thereto in the said Constituted Body shall be equal to such percentage as aforesaid and such interest shall not be transferrable except alongwith the said Flat and shall be deemed to have been conveyed or encumbered with the said Flat even though such interest is not expressly mentioned in the conveyance or other instrument of transfer
10. The Purchaser is entitled to transfer and sell his interest in the Flat or grant any lease or licence or let out the same or any portion thereof without prior intimation in writing to the Constituted Body set up to take over management and maintenance of the premises provided however in case of sale thereof the Purchaser shall first pay and satisfy his arrears and dues, if any, payable to such constituted body when selling the said flat the purchase shall also transfer all the shares and interest in the constituted body held by him
11. The Purchaser shall be entitled to cause his name to be mutated for the purpose of assessment of municipal rates and taxes in so far as the same is allowable in law
12. The Purchaser shall bear and pay to the Vendor and/or persons entitled to receive the same all rates, taxes including multistoried building tax, charges, duties, burdens assessments municipal corporation public authority or other charges assessed or imposed upon or in respect of the building and/or the said Flat or any part thereof to the persons entitled to receive the same in respect thereof on pro-rata basis and shall indemnify and keep the other owners and occupiers indemnified

13. The Purchaser shall from time to time and at all times keep the said Flat and every part thereof in good repair and condition
14. The Purchaser shall keep and maintain in proper and wind and water tight condition all electricity lines and other constructions within the said Flat
15. The Vendor and/or the Constituted Body as the case may be shall have the exclusive right in its discretion to make rules and regulations for the purpose of maintenance, security, upkeep, improvement and administration of the general common areas and facilities and the Purchaser shall comply with all such rules and regulations as shall be laid down by the Vendor or such Constituted Body
16. If any addition or alterations are required to be carried out at the instance of the Government, Corporation or other authority, the Purchaser shall carry out the same as per requisitions in that behalf and shall observe and perform the same and keep the Vendor indemnified of and from the violation or omission thereof
17. The Purchaser shall not at any time demolish or cause to be demolished, damage or cause to be damaged the said Flat nor make any alterations in the elevation railings and grills designs or outside colour scheme of the Flat
18. The Purchaser shall not do anything which may be prejudicial to the soundness and safety of the premises including the building thereon or any part thereof or may in anyway impair any easement or make any material change in the said Flat or any part thereof
19. The Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dirt rubbish or other refuse within the said Flat or within the general common areas and facilities or any part thereof
20. The Purchaser shall not post and/or exhibit any advertisement hoarding of any kind or poster of any kind within the said Flat and/or the exterior thereof and/or any portion of the general common areas and facilities provided however the Purchaser shall be entitled to put up name plate at the entrance of the said flat and also letter box in the ground floor land at such place as may be specified by the Vendor or such Constituted Body
21. The Purchaser shall not keep any domestic animal without abiding with the relevant municipal laws and rules, regulations and conditions that may be made pursuant to the provision herein contained.
22. The Purchaser shall not take up wiring for electrical and telephone installation, television antennae, machines or air conditioning unit on the

exterior of the property concerned that protrudes through the walls except as authorized by the Vendor or such constituted body

23. The Purchaser shall not place or cause to be placed in the stairways, lifts and general common areas and facilities any furniture, luggage, articles, packages, air- conditioner or object or any kind and such areas shall be used for no other purposes than for normal transit through them
24. The Purchaser shall not keep any vehicle, motor car or motor cycle or scooter as the case may be in any portion of the said building or the passage whether open or covered except in the said car parking space
25. The Purchaser shall nor store or attach or plant or permit to be stored, attached or planted any machinery or heavy article of any kind in the said flat or any portion thereof or upon the wall or ceiling or roof or hang the same from the beams or rafters, save and except the electric lines, fans and window type airconditioner, geysers, cooking range and other domestic appliances and shall always ensure that no vibration or annoyance is caused to the owners/occupiers in the said building by installation or user thereof
26. The Purchaser shall not close or permit the closing of passages and other portions of common use as aforesaid at the said building and the Purchase shall not block such passages, common parts and/or other places of common use of the said building.
27. The Purchaser shall not decorate the exterior of the said flat otherwise in the manner agreed in writing with the Vendor or the Constituted Body
28. It shall be lawful for the Vendor or such constituted body or its agents from time to time and at all times with or without workmen or others to enter the said Flat or any part thereof to view the state of repairs and conditions of the same and in all defects and want of repair then and there found and to give or leave notice in writing to the Purchaser and that the Purchaser shall forthwith repair and make good the same according to the notice
29. The Purchaser shall permit the Vendor or the Constituted Body and its surveyors and agents with or without workmen and others at all reasonable times to enter into or upon the said Flat or any part thereof for the purpose for making repairing, maintaining, rebuilding, improving, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water courses, gutters, wires, party structures or other conveniences belonging to or serving or used for the said building and also for the purpose

of pulling down maintaining and testing drainages, gas (if any) and water pipes and electric wires and for similar or any other purposes.

30. Without prejudice to its other rights under these presents or as in law for the time being in force, the Vendor or the Constituted Body shall be entitled to charge and the Purchaser shall be liable to pay interest at the rate of 18 percent per annum on all such sums which may remain unpaid for one month or more after becoming due under these presents and/or pursuant to any rules, bye laws that may be made from time to time in this behalf.
31. Any delay or indulgence by the Vendor or such Constituted Body in enforcing the terms of these presents or any forbearance or giving the time to the Purchaser shall not be construed as a waiver on the part of the Vendor or such constituted body of any breach or non compliance of the terms and conditions of these presents by the Purchaser nor shall the same in any manner prejudice the rights of the Vendor or such constituted body
32. The Vendor or such Constituted body shall be at liberty on notice to the Purchaser but without object on the part of the Purchaser to entrust all or any of functions, rights or directions provided in these presents and vested in or to be exercised or performed by the Vendor or such other person or body now in existence or to be formed. In such event the functions, rights and directions of the Vendor or such constituted body under these presents to the extent of aforesaid shall stand vested in such person or body as if this deed to that extent from the date of such vesting was entered into and made between th said person or body of the one part and the Purchaser of the other part and the terms of these presents shall mutatis mutandis apply.
33. The Purchaser shall upon transaction or dealing to which the Purchaser is a party or over which he shall have any control involving a sale of the said flat in the said building shall ensure that the Transferee shall always observe, perform and fulfill all obligations on the part of the Purchaser herein contained in these presents.
34. The Purchaser agrees that the obligations, restrictions, stipulations, terms, conditions, agreements and covenants contained herein shall run with the land and the Purchaser herein to the extent so as to bind the said Flat and the general common areas and facilities and to benefit and protect the other flats, servants room and car parking spaces and restricted common areas and facilities doth hereby covenant with the Vendor that the Purchaser and other deriving title to the said Flat will at all times hereafter observe and

perform the obligations, restrictions, stipulations, terms, conditions and agreements contained herein and also the rules and regulations as may be prescribed by the Vendor or such Constituted Body for the protection and benefit as aforesaid and use and maintenance of the said general common areas and facilities and maintenance of the said general common areas and facilities and bindings himself to be responsible to the Vendor, owners/occupiers of the building for breach thereof and will keep the Vendor and its estates and effects indemnified against all claims demands and liabilities in respect thereof

35. All letters, receipts and/or notices issued by the Vendor dispatched under certificate of posting to the address of the Purchaser last known to the Vendor will be sufficient proof of receipt of the same by the Purchaser and shall effectually discharge the Vendor.
36. The Purchaser to the intent and so as to bind himself and the said flat and other common parts appertaining to the said building and to benefit and protect the other flat and portions of the said land and building hereby binds himself to be responsible and liable to the owners and occupiers of the said building or any portion thereof for breach of any terms conditions and stipulations herein contained and also the rules that may be prescribed pursuant to the terms herein contained and will keep the Vendor and its estates and effects indemnified against all claims, demands and liabilities from any other person including other purchasers
37. The Purchaser shall from time to time to make execute file and register all declarations deeds and things as shall be from time to time necessary for and in relation to the said Flat and shall furnish declare and file all statements and returns of income tax, wealth tax and all other statutory taxes and shall comply with and observe all the formalities from time to time as shall be necessary under the law if any including the law relating to the fixation of ceiling or holding of immovable properties and shall also file all necessary declarations and documents from time to time and shall always pay and discharge all tax liabilities
38. Any dispute or differences arising between the parties hereto touching upon construction of any of the provisions of these presents and/or affecting the rights and liabilities of the parties hereto and/or in any way touching and/or arising out of these presents shall be referred to arbitration in accordance with laws governing arbitration or any statutory modification or re-enactment thereof and all such arbitration proceedings shall be carried on within the jurisdiction of the Hon'ble High Court at Calcutta



THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The Purchaser shall be entitled to all privileges and rights including rights of vertical and lateral supports ,easements, quasi-easements and appendages and appurtenances whatsoever belonging to or in any way appertaining to the Said Flat intended to be held used or appertaining thereto and hereinafter more fully specified
2. The Purchaser its servants, agents, employees and invitees shall have :
  - i) The right of access in common with the Vendor and/or other persons deriving title through it or entitled to same rights at all times and for all reasonable domestic or business purposes concerned with the use and enjoyment of the said Flat and common parts including laying of cables/lines and posts of and in the said premises
  - ii) The right of way in common as aforesaid at all times and for all purposes connection with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the drive way and pathways comprised with the said premises provided always and it is hereby expressly declared that nothing herein contained shall permit the Purchaser and/or his servants, agents and employees and invitees and customers to obstruct in any way by vehicle, deposit of materials, rubbish or otherwise the free passage of other persons property entitled to such rights of way as aforesaid along with driveways and pathways or common parts
3. The Purchaser shall have :
  - i) The right of protection of the said Flat and the Properties Appurtenant Thereto by or from all parts of the said premises so far as may be necessary including right of support both vertical as well as lateral.
  - ii) The right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said flat through pipes, drains, wires and conduits or being in under through or over the said Premises or any part thereof so far as may be reasonably

necessary for the beneficial occupation and enjoyment of the said Flat for all lawful purposes whatsoever

- iii) The right with or without workmen and necessary materials to enter from time to time upon the other parts of the said premises and for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing of the said flat in so far as such repairing or cleaning any part or parts or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving a fortnight's previous notice in writing of his intention so as to enter to the Vendor and/or the other persons lawfully entitled to the same

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 AND DELIVERED BY THE VENDOR**

At Kolkata in the presence of:

**SIGNED AND DELIVERED BY THE PURCHASER**

At Kolkata in the presence of: