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Deed No-3252 For 1988

India Stamp Rs. 50/-, India non judicial stamp  
 Rs. 5000/-, India non judicial stamp Rs 5000/-  
 India Stamp Rs. 5000/-, India Stamp Rs. 500/-  
 India non judicial stamp Rs. 100/-  
 Revenue stamp 10 paise.  
 Admissible under Rule 21 duly stamped under  
 the Indian Stamp Act 1899 & also as amended by  
 W. Bengal Stamp Amendment Act 1962 Schedule  
 IA no. 23 & 43(d) & 34 & 5C  
 and also under Section 82(d) of the Calcutta Improvement  
 Act 1911 Stamp duty paid under the Stamp Act Rs. 1344/-  
 Additional duty under C.I. Act Rs. 2200/-  
 Paid in excess Rs. 9/-  
 Total Rs. 10650/-

Free Paid as under A - 1199  
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 Sd/ N. Chakrabarty  
 Sub-Registrar of  
 Assurances Calcutta 25/1/88

Dated this 25th day of March 1988

Conveyance

Between  
Geetanjali Housing Corpn  
&  
Himachal Saw Miller (P) Ltd

THIS INDENTURE made this 25th day of March  
One thousand Nine hundred and Eighty-eight B E T W E E N  
GEETANJALI HOUSING CORPORATION a registered partner  
ship firm having its Head Office at No. 19A, Chowringhee

Visheshwar Nath Chadha H.U.F  
V. N. Chadha Kutta

Road

For Geetanjali Housing Corporation  
San Prakash Gupta  
Partner

Himachal Millers Pvt Ltd  
Saraj Agarwal  
Director

2.

Road in the town of Calcutta hereinafter referred to as 'THE VENDOR' ( which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said firm, their respective heirs legal

		representatives
Visheshwar Nath Chakha H.U.F		
V. N. Chakha Karta		
for Geetanjali Housing Corporation	Himchal Saw Millers Pvt Ltd	
Omprakash Gupta Partner	of Suraj Agarwal Director	

3.

representatives executors administrators and assigns )  
of the FIRST PART, DR. VISWESHWAR NATH CHADHA, son  
of Rai Saheb Muluk Chadha residing at No. 2, Russel  
Street, Calcutta for self and as Karta of his branch  
of Hindu Undivided Family known as 'Visweshwar Nath

visweshwar Nath Chadha H.U.F  
V. N. Chadha Karta

Chadha

For Geetanjali Housing Corporation Himachal Saw Mills  
Omprakash Gupta Ltd Pvt-  
Partner  
Sudraj Agarwal Director

4.

Chadha HUF, hereinafter referred to as 'THE CONFIRMING PARTY' ( which expression shall include the said - Visweshwar Nath Chadha and the other members of the said Hindu Undivided Family, their respective heirs legal representatives executors administrators and assigns ) of the SECOND PART A\_N\_D HIMACHAL SAW MILLERS PRIVATE

Vishveshwar Nath Chadha H.U.F.  
V. N. Chadha Karta

LIMITED

For Geetanjali Housing Corporation  
Omprakash Gupta  
Partner

Himachal Saw  
Millers Pvt Ltd

Surej Aggarwal  
Director



5.

LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at No. 502, Middleton Court, 4/2, Middleton Street, Calcutta - 71 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 or successors in office and assigns ) of the THIRD PART :

Visheshwar Nath Chakha H.U.F  
V. N. Chakha Karta

WHEREAS

For Geetanjali Housing Corporation Himachal Saw  
Omprakash Gupta millers Pvt Ltd  
Partner & Suresh Agarwal Director

W H E R E A S :

- A By an Indenture of Conveyance bearing date the 29th day of March 1974 and made between Sri Mihir Kumar Law therein referred to as the Vendor of the One Part and Geetanjali Housing Corporation the Vendor herein, therein referred to as the Purchaser of the Other Part and duly registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 93 Pages 137 to 167 being No. 1887 for the year 1974 the said Mihir Kumar Law for the consideration therein mentioned did thereby grant transfer convey release and confirm unto the said Geetanjali Housing Corporation, the Vendor herein the messuage parcel of land hereditaments and Premises No. 42A, Shakespeare Sarani, in the town of Calcutta more fully and particularly described in the said Indenture of Conveyance and also in Part I of the First Schedule hereunder written.
- B The Vendor as absolute and sole beneficial owner of or otherwise being well and sufficiently entitled to the said messuage parcel of land hereditaments and premises No. 42A, Shakespeare Sarani, Calcutta described in the First Schedule hereunder written for an absolute and indefeasible estate of inheri-

Vishveshwar Nath Chakha H. U. F  
V. N. Chakha Karta

tance

For Geetanjali Housing Corporation  
Anprakash Gupta Partner

Himachal Saw Mills Pvt Ltd  
Suraj Agarwal Director

tance in fee simple in possession or an estate equivalent thereto free from all encumbrances—commenced construction of a multi-storied building as per plans duly sanctioned by the Calcutta Municipal Corporation ( then known as Corporation of Calcutta ) on the said messuage parcel of land hereditaments and premises and has divided the same into several flats.

C By an Agreement for sale date 16th February 1982 made between the Vendor herein therein also referred to as the Vendor of the One Part and the Confirming Party herein, therein referred to as the Purchaser of the Other Part, the Vendor agreed to sell and transfer on Ownership basis All That the Flat No. 5B, on the 5th floor of the Building then in course of construction at the said Premises for the consideration and on the terms and conditions contained therein ( hereinafter referred to as 'THE AGREEMENT FOR SALE' ) and in pursuance to the said Agreement for sale the Confirming Party has made full payment of the consideration.

D By a Deed of Conveyance dated 17th December, 1987 the Builder has already sold transferred and conveyed unto and in favour of M/s. Himachal Saw Millers Private Limited. All THAT the divided

Vishweswar Nath Chakha H.U.F  
V. N. Chakha Khata  
For Geetanjali Housing Corporation  
Omprakash Gupta  
Partner

and  
Himachal Saw Millers  
Pvt Ltd  
Suresh Agarwal  
Director

and demarcated portion of the said flat measuring about 1057 sq. ft. be the same a little more or less more fully and particularly described in the Schedule there under written for the consideration and on the terms and conditions contained in the said Deed of Conveyance.

E By an Agreement for Nomination and Deed of Assignment both dated 3rd February, 1988 the said confirming Party with the consent of the Vendor has nominated the Purchaser in his place and stead for the purpose of obtaining the deed of Conveyance or Transfer in respect of All That the demarcated portion of the said Flat which has been numbered as Flat No. 58 on the 5th floor more fully and particularly described in the Second Schedule hereunder written and has requested the Vendor to execute the Deed of Conveyance/Transfer in respect of the said portion ( more fully and particularly described in the Second Schedule hereunder written ).

F For the purpose of execution of the Deed of Conveyance in respect of the said Flat the amount consideration payable in respect of the said Flat has been apportioned at Rs. 1,10,000/- ( Rupees One Lakh Ten Thousand only ) .

Visheshwar Nath Chakka H.U.F  
V.N. Chakka Kutta  
For Guffajali Housing Corporation Himachal Saw  
Omprakash Guffa partner & Millers Ltd Pvt  
Saraj Agarwal Ltd  
Director

G The Confirming Party and the Purchaser have now requested the Vendor to execute a Conveyance in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in pursuance of the said Agreement and in consideration of the sum of Rs. 1,10,000/- ( Rupees One Lakh Ten Thousand Only ) paid to the Vendor through the Confirming Party ( the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser as well as the premises hereby conveyed ) the Vendor at the request of the Confirming Party doth hereby grant transfer and convey assign and assure and the Confirming Party doth hereby confirm absolutely and exclusively unto and in favour of the Purchaser Firstly ALL THAT the demarcated portion of Flat being No. 5B on the 5th floor of the multi-storied building at premises No. 42A, Shakespeare Sarani in the town of Calcutta fully described in the Second Schedule hereunder written AND the undivided proportionate share in the land comprised in premises No. 42A, Shakespeare Sarani, Calcutta ( hereinafter referred to as 'the said Premises' ) Together with undivided share in all installations fittings fix-

Visheshwar Nath Chakraborty H.U.F

V. N. Chakraborty Karta

on Geetanjali Housing Corporation

Om Prakash Gupta partner

tures

Himachal Saw Mills  
Pvt Ltd

2 Suraj Agarwal  
Director

tures and common rights in all sewers, drains, ways, paths, passages, staircases, landings, walls water course, generators, lifts, rights tubewells, pumps, Motors, liberties privileges easements appendages appurtenances whatsoever to the demarcated flat belonging or anywise appertaining or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto and the said flat and impartible proportionate share in the land and proportionate undivided share in other properties wherever the context so permits are referred to as 'the said properties' TO HOLD the same unto the Purchaser absolutely and for ever free from all encumbrances trusts liens lispendens attachments whatsoever subject nevertheless to easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat belonging to and held by the Purchaser as set out in the Third Schedule hereunder written excepting and reserving unto the Vendor and/or other persons deriving title such easement and rights and privileges as mentioned in the Fourth Schedule hereunder written but subject to the restrictions contained in the Fifth Schedule hereunder written.

2. The Vendor doth hereby covenant with the Purchaser as follows :-

(a) The interest which the Vendor doth hereby profess

Visheshwar Nath Chidha # U.F. to  
 N. N. Chidha Karta  
 For Greetangali Housing Corporation Himachal Saw Millers  
 Omprakash Gupta Partner Pvt Ltd  
 2 Suraj Agarwal Director

to transfer subsists and that it has good right, full power, absolute authority and indefensible title to grant, convey, transfer, assign and assure the said impartible undivided proportionate share or interest in the land comprised in the said premises hereby granted conveyed transferred, assigned and assured unto the Purchaser in manner aforesaid.

- (b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into upon hold and enjoy the said Flat and other properties intended to be transferred unto and in favour of the Purchaser and to receive the rents, issues and profits thereof without any interruption, hindrance, claim or demand or disturbance whatsoever from or by the Vendor or any person or persons claiming through under or in trust for them.
- (c) The said properties are freed and discharged from and against all manner of encumbrances whatsoever.
- (d) The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make, do acknowledge, execute and perform all such further

Visheshwar Nath Chakha H.U.F  
V-N. Chakha Karta and  
For Geostanjali Housing Corporation Himachel Saw  
Omprakash Gupta Partner 4 Saraj Agarwal Director  
Millers Pvt Ltd

and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for better and more perfectly assuring the said properties unto the purchaser in the manner aforesaid as shall or may be reasonably required.

- (e) The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or its Attorney or Agent or at any trial, commission or examination or otherwise as occasion shall require all or any of the deeds, documents and writings relating to the said premises and also shall at the like request and cost deliver to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the meantime unless prevented as foresaid keep the said deeds and writings safe, unobliterated and uncanceled until such time an Association or Corporate Body or Society of the flat-owners for maintenance of the said Building is formed and to deliver such documents to the Associa-

Visheswar Nath Chakha H.U.F  
V. N. Chakha Kurfa

tions

For Geetanjali Housing  
Omprakash Gupta  
Partner

Himachal Saw Millers  
Pvt Ltd  
S. S. Agarwal  
Director

tions or Body Corporate or Society upon such formation or incorporation.

- (f) The Vendor has not concealed or suppressed any material defects in the title.
- (g) The premises whereon the said undivided proportionate share is comprised is not hit by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or that the same is not hit by the provisions of the Calcutta Thika Tenancy Act.

3. AND the purchaser doth hereby covenant with the Vendor as follow :-

- (a) The Purchaser so as to bind the Owner for the time being of the said flat and so that this covenant shall be for the benefit of the said building and other flats therein and every part thereof hereby covenants with the Vendor and with the Owner of the other flats comprised in the said building that the Purchaser and all other persons deriving title under him will at all times hereafter observe the restrictions set fourth in the Fourth Schedule hereto.

Visheshwar Nath Chadda H.U.F  
V. N. Chadda Kanta

(b)

For ~~Gaetanjali~~ Housing Corporation  
Omprakash Gupta  
Partner

Himachal Suro Milkers  
Pvt. Ltd

Y. Saraj Agarwal Director

- (b) The Purchaser shall at all times hereafter regularly and punctually make payment of all Corporation taxes and other outgoings, taxes, cesses and impositions from the date of possession of the said Flat or other taxes, impositions and outgoings which may be imposed or become payable in respect of the said Flat and the proportionate share of such taxes and impositions which may become payable in respect of the said building or in respect of the said land. The Purchaser shall within one year from the date of execution of these presents apply for and obtain mutation of the said flat from the Calcutta Municipal Corporation and shall also obtain separate assessment of the said flat.
- (c) To keep the said Flat and other parts, walls, sewers, drains, pipes, cables, wires and in particular ( without prejudice to the generality of the foregoing ) so as to support shelter and protect the other parts of the building and other than the said Flat.
- (d) To contribute and pay the proportionate part of expenses and outgoing mentioned in the Sixth Schedule hereto.

Visheshwar Nath Chakha H.U.F  
V. N. Chakha Karfa

(e)

For Geetanjali Housing Corporation  
Omparkash Gupta  
Partner

Himachal Saw  
Millers PVT. LTD  
Seraj Agarwal  
Director

- (e) So long as the said Flat is not separately assessed to pay for water rates and water taxes and other taxes, cesses and outgoing and other impositions in respect of the said Flat proportionately.
- (f) Permit the Vendor and its surveyors or agents with or without workmen and others at all reasonable times on 48 hour's notice to enter into and upon the said Flat or any part thereof for the purpose of repairing any part of the said flat and for the purpose of making repairing reinstating, rebuilding, cleaning, lighting and keeping in order and good conditions sewers, drains, pipes, cables, water courses, gutter, sires, party structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down, reinstating, repairing, testing drainage, gas and water pipes and electric wires and cables and for similar purposes.
- (g) To keep the said flat in good and substantial repair and ( without prejudice to generality of the form as part of this sub-clause ) to keep the said flat in the said building in good repair as necessary to form such support and protection to the other parts of the said building as they now enjoy.

Visheshwar Nath Chedha H.U.F.  
V. N. Chedha Kanta

For Geetanjali Housing Corporation Himachal Saw  
Omprakash Gupta Milners Pvt Ltd  
Partner 2 Raj Agarwal  
Director

- (h) To keep the said flat and other party walls, sewers, drains, pipes and entrances and main entrance exclusively serving the said flat in good conditions.
- (i) In using the parts of the building in common with other neither the Purchaser nor any member of his household shall -
- (i) Make any un-necessary noise ;
  - (ii) Leave any litter other than in a receptacle provided for the purpose ;
  - (iii) Leave or cause to be left any furniture bicycle or toys where they obstruct the free use of those parts of the building by others ;
  - (iv) Use the lift in any manner that contravenes the regulations for its use pasted in or near it or notified to the Purchaser.

4. It is hereby further agreed by and between the Vendor and the Purchaser as follows :-

- (a) The undivided proportionate share or interest in the said land comprised in the said premises herein sold, transferred, conveyed, granted and

Visheshwar Nath Chakha H.U.F. assured  
W.N. Chakha Kanta  
for Geetanjali Housing Corporation Himachal Saw  
Anprakash Gupta Millers Pvt Ltd  
Partner & Saraj Agarwal Director

assured unto and in favour of the Purchaser always remain impartible.

- (b) The Vendor shall have always sole and exclusive right over and in respect of the roof and the terrace of the building constructed at the said premises and the Vendor shall be entitled to make further or additional construction on the said roof and the terrace without any interference or interruption whatsoever or howsoever from the Purchaser or any person claiming through it and the Purchaser hereby consents to such construction being made by the Vendor on the said roof and to connect the same with the lifts, electrical, sanitary, water, sewers, drainage and other connections and facilities at the said premises and hereby further agrees not to claim and abatement or deduction in the consideration paid by the Purchaser to the Vendor.
- (c) Until such time the association is formed or incorporated the Vendor shall continue to remain responsible for rendition of common services and maintenance of the said building SUBJECT HOWEVER to the Purchaser making payment of the proportionate maintenance share and other charges and expenses agreed to be paid by the Purchaser as herein agreed in respect of the maintenance and

Visheshwar Nath Chakha H.U.F.  
 V.N. Chakha Kanta  
 For Geetanjali Housing Corporation Himachal Saw  
 Omprakash Gupta Millers Pvt Ltd  
 Partner y Saraj Agarwal Director

common

common services as provided for in the Sixth Schedule hereinafter mentioned.

- (d) The Purchaser shall sign and execute all papers, documents and applications for the purpose of formation of the Association or Society and in the event of any default on the part of the Purchaser in signing and executing such applications, papers and documents including the bye-laws, rules and regulations then in the event the Vendor as a constituted attorney or the Purchaser shall and is hereby authorised and empowered by the Purchaser to sign and execute and shall be entitled to sign and execute such applications, papers and documents and this power and authority empowered by the purchaser in favour of the Vendor shall remain irrevocable and shall cease to have any effect immediately upon the incorporation and formation of the said Society or Association of Flat Owners in the said premises.
- (e) The Vendor shall cause to be formed an Association for the maintainance and remdition of the common sergices in the said building and the rules and regulations and/or bye-laws of the said Society or Association shall be such as

Ugreshwar Nath Chakha H.U.F  
V.N. Chakha Karda  
For Geetangali Housing Corporation Himachal Saw  
Omprakash Gupta Millers Pvt Ltd  
Partner Y. Saroj Agarwal  
Director

the Vendor in its absolute discretion think fit and proper.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of revenue land containing by estimation an area of 4440 Square feet equivalent to 6 Cottahs, 2 Chittacks and 30 Square feet be the same a little more or less situate lying at and being the divided South Western Corner Portion of the Premises No. 42A, Shakespeare Sarani ( formerly No. 42, Shakespeare Sarani and before that No. 22 Theatre Road ) in Holding No. 27 Block No. V and VI in the South Division of the town of Calcutta and butted and bounded in the manner following that is to say -

ON THE NORTH : by the remaining portion of premises No. 42A, Shakespeare Sarani,

ON THE EAST : by the remaining portion of premises No. 42A, Shakespeare Sarani,

ON THE SOUTH : by public Road known as Auckland Square, and

ON THE WEST : by Public Road known as Sarojini Naidu Sarani, ( formerly Rawdon Street ).

Vishweswar Nath Chakha H.U.F  
V. N. Chakha Karta

For Geetanjali Housing Corporation Himachel Saw  
Anprakash Gupta partner Milkers Pvt Ltd  
Sareej Agarwal Director

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT the Flat No. 5B, situated on the 5th Floor South side of the building measuring about 1000 square feet built up area together with all proportionate common facilities, common services, all fixtures, common generator, sanitary and electrical installations and fittings.

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. The Purchaser shall be entitled to all rights, privileges vertical and lateral easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Flat and usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendor the rights, easements, privileges and appurtenances hereinafter more particularly set forth in the Fourth Schedule hereto.
2. The right of access in common with the Vendor and/or other occupiers of the said building at all times and for all normal business purposes connected with the use and enjoyment of the staircases,

vishashwan Nuth Chakha H.U.F  
V. N. Chakha Karfa

tubewells,

For Geetanjali Housing Corporation Himachal Sae  
Omprakash Gupta Milkers Pvt Ltd  
Partner y Suraj Agarwal  
Director

tubewells, if any, and electrical installations.

3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicle over and along with driveways and pathways comprised with the said building provided always and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants, agents, employees and invitees of the Purchaser to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of other person or persons including the Vendor entitled to such way as aforesaid along such driveways and pathways as aforesaid.
4. The right of protection of the said Flat by or from all parts of the building so far they now protect the same.
5. The right of passage in common as aforesaid, electricity, water and soil from and to the said flat through pipes, drains, wires and conduits lying or being in under through or over the said building and premises so far as may be reasonable and

Visheshwar Nath Chakha H.U.F  
V. N. Chakha Kufa

For Geetanjali Housing Corporation  
Banspurkash Gupta  
Partner

necessary

Himachal Saw  
Mills & Pvt Ltd  
Ranj Agarwal  
Director

necessary for the beneficial occupation of the said flat for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the purchaser to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as may be necessary the pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any parts of the said flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving eight hours' previous notice in writing of its intention so to enter to the Vendor and/or other person or persons properly entitled to the same.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

( The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the proposed sale and reserved for the Vendor ).

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building as aforesaid

Visheshwar Nath Chadha  
V. N. Chadha Karta  
for  
For Greetanjali Housing Corporation Himachal Sued  
Anandkrish Guptha Sued Millers Pvt Ltd  
Partner & Guraj Agarwal  
Director

for the use of the common parts of the said building including its installations, staircases, open and covered spaces, electrical installations and other passages.

2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said flat) of the other part or parts of the said building through pipes, drains, wires, conduits lying or being in under through or over the said flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.
3. The right of protection for other portion or portions of the said building by all parts of the said Flat so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of structural alterations to the said flat otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.
5. The right by the Vendor and or occupier or

Visheshwar Nath Agarwal Chadda H.K.F. occupiers  
V. N. Chadda Kanta

For Greetanjali Housing Corporation Himachal State  
Omprakash Gupta Partner Millers Pvt Ltd  
Suraj Agarwal Director

occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrance, staircase, electrical installations, open and covered spaces and other passages or parts of the said building.

6. The right with or without workmen and necessary materials to enter from time to time upon the said flat for the purpose of repairing so far as may be necessary for such pipes, drains, wires and conduits as aforesaid provided always the Vendor and other person or persons shall give to the Purchaser as prior forty eight hours' written notice of its intention for such entry as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

( Restrictions imposed in respect of the said flat )

1. Not to use the said flat for any purpose other than lawful purposes and not to use for any purpose from which a nuisance can arise to the owners and occupiers of the other flats comprised in the said building or neighbourhood nor for any illegal or immoral purposes.

Visheshwar Nath Chakha H.U.F  
V.N. Chakha Karfa

For Geetanjali Housing Corporation  
Omprakash Gupta  
Partner

2.

Himachal Saw  
Millers Pvt Ltd  
Suraj Agarwal  
Director

2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any flat or any part of the building or may cause an increase in the premium payable in respect thereof.
3. Not to throw dirt, rubbish, or other refused waste or permit the same to be thrown into lavatories, cisterns, water or soil pipes in the said flat.
4. No name writing, drawing, signboard, plate or placard of any kind shall be put over on any window or in the interior of the said flat as to be visible from out the said flat.
- 5.(a) No clothes or other articles shall be hung or exposed outside the said flat nor any flower plot, flower box or like other object shall be placed outside the said flat.
- (b) No mat shall be taken out of the windows of the said flat.
- (c) No bird, dog or other animals which may cause annoyance to any owner or occupier of the other flats comprised in the said building shall be

Vishashwan Nath Chaudhary H. U. F.  
V. N. Chaudhary Karta

kept

For Geetanjali Housing Corporation Himachal Saw  
Ompal Kish Gupta Milling Pvt Ltd  
Partner & Saraj Agarwal  
Director

kept in the said flat.

6. The exterior of the said flat not to be decorated otherwise than in the manner agreed to by a majority ( in accordance with the area owned ) of the owners of the flats comprised in the building ( or failing such agreement ) in the manner ( as near may be ) in which the same as previously decorated.
7. No external wireless or television aerial shall be erected.
8. To use the said flat for the purpose of office and for other purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, redecorating etc. of the main structures, gutters and pipes of the building, tubewells, water pipes, sanitary pipes, gas pipes and installations in, under or upon the building and enjoyed or used by the purchaser in common with the Vendor and other owners/occupiers of other flats and main entrances, passages, landings and staircases of the building as enjoyed by the Purchaser or used

① Visheswar Nath Chakha H.U.F  
V. N. Chakha Kurfa

by the

For Geetanjali Housing Corporation Himachal Saw  
Omkar Kash Gupta Millers Pvt Ltd  
Partner y Saraj Agarwal  
Director

by the Purchaser in common as aforesaid and the boundary walls of the building and compounds.

2. The costs 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 costs of decorating the exterior of the building.
4. The costs of working and maintenance of pump, tubewell, generator equipment, inter-com installations, lights etc.
5. The costs of the salaries of caretakers, clerks, bill collectors, chowkidars, sweepers, malis, mistries etc.
6. Insurance of the building and installations like lifts, pump, tubewell against all types of risks.
7. Capital or recurring expenditure for replacement of all or any item comprised in the general common areas and facilities.
8. Capital or recurring expenditures for replacement and/or repair of such common utilities such as overhad tank and other equipments whatsoever which are or may be installed or situated.

Visheshwar Nath Chadda H.U.F  
 V. N. Chadda Partner  
 For Geeting Housing Corporation  
 Omprakash Gupta Partner

9.  
 Himachal Saw  
 Mills Pvt Ltd  
 Saraj Agarwal Director

9. Sinking Fund.

10. Such other expenses as are deemed by the Vendor or after formation of any Society of Association by such Society or Association necessary or incidental for the maintenance and up-keep of the building and/or general common areas and facilities.

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 Calcutta  
in the presence of :

Ajoy Gupta  
6 B, Middleton Street  
Calcutta - 700071

SIGNED AND DELIVERED by  
the CONFIRMING PARTY at  
Calcutta in the presence

of : Jayant Lal Gupta  
3, Hungerford Street  
Calcutta - 17  
Business

SIGNED AND DELIVERED by  
the PURCHASER at Calcutta  
in the presence of :

B.L. Sharma

B.L. Sharma  
6, Old Post Office St.  
Calcutta

For Geetanjali Housing Corporation  
Omprakash Gupta  
Partner

Visheshwar Nath Chakka  
V. N. Chakka  
Kanta

Himachal Saw Millers  
Pvt Ltd

Saraj Agarwal  
Director

RECEIVED of and from the within-named  
 Purchaser through the within-mentioned  
 Confirming Party the within-mentioned  
 sum of Rs. 1,10,000/- ( Rupees One Lakh  
 Ten thousand only ) being the full  
 amount of consideration money in terms  
 of the agreement dated 16th February,  
 1982.

Rs. 1,10,000/-

For Geetanjali Housing Corporation  
 Omprakash Gupta  
 Partner

WITNESSES :

Ajay Gupta  
 6 B, Middleton Street  
 Calcutta - 700071

B E T W E E N

GEETANJALI HOUSING CORPORATION

... Vendor.

DR. VISWESHWAR NATH CHADHA.

... Confirming Party,

A N D

HIMACHAL SAW MILLERS (P) LTD.

Purchaser.

C O N V E Y A N C E

R. L. GAGGAR  
Solicitor & Advocate,  
6, Old Post Office St.  
Calcutta-1.

R. L. Gaggai. Address 6, old Post office  
st Amt 50 fifty only sds B. Ghosh  
licensed stamp vendor Calcutta Registration  
office

Serial no 6868 sold to Himachal Saw  
Mills Pvt Ltd of 4/2 Middleton St  
Cal-71 Calcutta Collectors Treasury  
of - 2.3.88 sds illegible Treasurer

3C 5000 = 15000f

C = 500f

C = 100f

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15600f

Rest 4 (four) pieces of vendor Certificate  
are same as above

Presented for registration 1-30 P.M. at  
The Calcutta Registration office on the 25th  
day of March 1988 by Omprakash Gupta

One of the Executants

sds Omprakash Gupta

sds N. Chakraborty

Sub Registrar of Assurances  
Calcutta 28/3/88

Execution is admitted by For Geetanguli  
Housing Co-op of 19A Charinghee Road  
Cal by Omprakash Gupta its partner

of 4/2 Middleton St Calcutta - 71 by its  
Director Saraj Agarwal & Dr Visheshwar  
Nath Chadha s/o Rai Sathed Muluk Chadha  
of No. 2, Russel Street Calcutta, Karta  
H. U. F.

For Geetanjali Housing Corpn  
Omprakash Gupta Partner  
Visheshwar Nath Chadha H. U. F. V. N. Chadha  
Karta H. U. F.

Himachal Saw Millers Pvt Ltd.  
Saraj Agarwal Director

Identified by B. L. Sharma of 6, Old Post  
Office St Cal

Self B. L. Sharma

B. L. Sharma, 6, Old Post Office St Cal

Thumb Impression of the Execution is dispensed with

Self N. Chakraborty

Sub-Registrar of Assurances  
Calcutta 25/3/88

Copied & Overd by  
Anama Dey  
17.3.88

Compared by  
Manju Das.  
17.5.88.



*Manu Das*  
21/5/88

Addl. Dist. Sub. Registrar of  
Assurances (records) Calcutta