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THIS INDENTURE made this 24th day of Nov. 1954 One thousand nine hundred ninety four... BETWEEN (1) JAMES LONG PROPERTIES PRIVATE LIMITED AND (2) NIHARIKA CONSTRUCTIONS PRIVATE LIMITED both

INDIA NON JUDICIAL

₹ 5000

RS 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

private Companies incorporated under the Companies Act 1956 and both having their respective registered Offices at No.2B,

5000RS.



1B

Sambhunath Pandit Street, Calcutta-20 and both hereinafter collectively called the VENDORS (which expression shall unless



excluded by or repugnant to the context be deemed to mean and include each of them and their respective successors-in-office



1D

administrators and agents) of the FIRST PART AND TEAGE TOOLS &
CONSTRUCTIONS (INDIA) PRIVATE LIMITED a Company incorporated

10 Rs.



1E

under the Companies Act 1956 and having its registered office at
Unit No.CGE in Mani Mansions, Block-C at premises number 9/1,

Lower Rowdon Street, Calcutta, hereinafter called the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office administrators and agents) of the SECOND PART AND AND (i) MASTER VISHAL AGARWAL and (ii) MASTER VIKAS AGARWAL both minors under the age of eighteen and sons of Sri Vishambhar Saran and both represented by their father and natural guardian Sri Vishambhar Saran and presently Care of M/s. Visa Agro Industries (Pvt) Ltd. 5B, Express Towers, No.42A, Shakespeare Sarani, Calcutta, hereinafter jointly called the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of them and their respective heirs executors administrators legal representatives and assings) of the THIRD PART.

WHEREAS One Sri Prakash Narain Kapoor was, since long prior to August 1988, the absolute owner of premises number 41/35, Diamond Harbour Road, Behala, Calcutta containing constructions and land containing an area of 5 Cottahs 11 Chittacks and 13 Sq.ft. whereon or on part whereof the same were constructed.

AND WHEREAS One Sri Damodar Nandlal Chawla was since long prior to August 1988, the absolute owner of premises number 40/34, Diamond Harbour Road, Behala, Calcutta containing constructions and lands containing an area of 5 Cottahs 12 Chittacks and 30 Sq.ft. whereon or on part whereof the same were constructed.

AND WHEREAS the said premises number 41/35, Diamond Harbour Road, Behala, Calcutta and the said premises number 40/34, Diamond Harbour Road, Behala, Calcutta were contiguous and adjacent to each other.

AND WHEREAS by and in terms of a conveyance duly registered on 4th August, 1988 with A.D.S.R. Behala, in Book No.I Deed No.3520 for the year 1988 and made between the said Prakash Narain Kapoor therein described as vendor of the One Part and the above named James Long Properties Pvt.Ltd. therein described as purchaser of the other Part, the said James Long Properties Pvt.Ltd. for the consideration therein mentioned absolutely purchased and acquired All that half share of and in All that premises being land and constructions contained in the said Municipal premises No.41/35, Diamond Harbour Road, Behala, Calcutta morefully and particularly described in the schedule thereunder written.

AND WHEREAS by and in terms of a conveyance duly registered on 4th August, 1988 with A.D.S.R. Behala, in Book No.I Deed No.3521 for the the year 1988 and made between the said Prakash Narain Kapoor therein described as Vendor of the One Part and the abovenamed Niharika Constructions Pvt.Ltd. therein described as Purchaser of the other part the said Niharika Constructions Pvt.Ltd. for the consideration therein mentioned absolutely purchased and acquired All that undivided half share of and in All that premises being land and constructions contained in the said Municipal premises No.41/35, Diamond Harbour Road, Behala, Calcutta morefully described in the schedule thereunder written.

AND WHEREAS by virtue of the aforesaid two purchase deeds relating to the said premises No.41/35, Diamond Harbour Road, Behala, Calcutta the said vendors i.e. the said James Long Properties Private Ltd. and the said Niharika Constructions Pvt.Ltd. jointly became the owner of All that land and constructions comprised in the said premises No.41/35, Diamond

Harbour Road, Behala, Calcutta in equal shares.

AND WHEREAS by and in terms of a conveyance duly registered on 4th August, 1988 with A.D.S.R. Behala, in Book No.I as Deed No. 3522 for the year 1988 and made between the said Damodar Nandlal Chawla therein described as vendor of the One Part and the abovenamed Niharika Constructions Pvt.Ltd. therein described as the purchaser of the Other Part the said Niharika Constructions Pvt.Ltd. for the consideration therein mentioned absolutely purchased and acquired All that undivided half share of and in All that premises being land and constructions contained in the said municipal premises No.40/34, Diamond Harbour Road, Behala, Calcutta morefully and particularly described in the schedule thereunder written.

AND WHEREAS by and in terms of a conveyance duly registered on 4th August, 1988 with A.D.S.R. Behala, in Book No:1 as Deed No: 3523 for the year 1988 and made between the said Sri Damodar Nandlal Chawla therein described as the vendor of the one part and the above named James Long Properties Pvt.Ltd. therein described as the purchaser of the other part, the said James Long Properties Pvt.Ltd. for the consideration therein mentioned absolutely purchased and acquired All that undivided half share of and in all that premises being land and constructions contained in the said premises No.40/34, Diamond Harbour Road, Behala, Calcutta morefully and particularly described in the schedule thereunder written.

AND WHEREAS by virtue of the aforesaid two purchase deeds relating to the said then Municipal premises No.40/34, Diamond Harbour Road, Behala, Calcutta the said Vendors i.e. the said

James Long properties Pvt.Ltd. and the said Niharika Constructions Pvt.Ltd. jointly became the owners of All that land and constructions comprised in the said premises No.40/34, Diamond Harbour Road, Behala, Calcutta in equal shares.

AND WHEREAS for the convenience of proper and economical constructions and advantageous development of the said lands and properties being premises Nos. 41/35 and 40/34, Diamond Harbour Road, Behala, Calcutta the said owners (being the above named vendors) in terms of a registered agreement dated 23rd August, 1988 and duly registered with A.D.S.R. Behala, in Book No: I as Deed No.3736 for the year 1988 did agree to amalgamate and treat the aforesaid two contiguous premises as having been united and amalgamated into one premises with joint and undivided ownership of the said vendors in equal shares and proportion AND it was also agreed that the said Vendors shall for all purposes be deemed to be the joint and equal owners of the said two premises with all lands contained therein and to be treated as united and amalgamated together, each one of the said vendors being entitled to an equal and undivided ownership right title and interest in the said amalgamated and united premises which amalgamated and united premises (containing premises no. 40/34, Diamond Harbour Road, Calcutta and the said premises No.41/35, Diamond Harbour Road, Calcutta) have been since renumbered by Municipality as municipal premises No.40/34, Diamond Harbour Road, Calcutta having a total land area of 11 Kattahs 7 Chittacks and 43 Sq.ft.

AND WHEREAS by an agreement dated 26th September, 1988 and made between the Vendors (therein called the owners) of the one part and the Developer (therein also called the developer) of the

other part it has been agreed interalia that the developer shall construct a multistoried building on the lands of the said premises according to a plan to be prepared and to be got sanctioned as stated therein and that the developer shall arrange for all the moneys to be required for construction of the said building and also that the developer shall arrange to procure intending acquirers of flat/shop/office/portions in the said building to be constructed and that the developer shall be entitled to make constructions of the respective flats/shops/offices/portions on behalf of and at the costs and on account of the respective intending purchasers.

AND WHEREAS the owners have accordingly with intention to develop the said premises and construct a building containing flats/shops and other saleable spaces on the lands of the said premises submitted a building plan to The Calcutta Municipal Corporation and the said plan was sanctioned being Sanctioned Plan Number 4 of 1989-90 dated 16th June, 1989.

AND WHEREAS the developer has already entered into several agreements with several persons for construction of several flats/shops/other saleable spaces and the said intending acquirers have agreed to have the respective flats constructed by and through only the said Developer.

AND WHEREAS the Vendors have also likewise from time to time and as required by the developer entered into several agreements with the said several intending acquirers for sale of variable undivided indivisible proportionate share in the land of the said premises at the consideration and on the terms and conditions contained in the said respective agreements.

AND WHEREAS by and in terms of a Conveyance dated 23rd June 1989 and duly registered with A.D.S.R. Behala in Book No. I as Deed No. 2339 for the year 1989 and made between one Smt. Deepali Dutta Banik therein described as the Vendor of the One Part and the aforesaid vendors namely James Long Properties (Pvt.) Ltd. and Niharika Constructions (Pvt) Ltd., both therein jointly described as the Purchasers of the Other Part, the said vendors for the consideration therein mentioned absolutely purchased and acquired All that piece and parcel or Rayoti Dhakali land measuring about 1 Cottah 4 Chittacks and 10 Sq. ft. more or less together with All that partly single storied and partly double storied building standing thereon contained in and being Municipal premises No. 102 Diamond Harbour Road, Behala, Calcutta morefully and particularly described in the schedule thereunder written.

AND WHEREAS by and in terms of a Deed of Exchange dated 12th August, 1991 and made between the said James Long Properties Pvt. Ltd., and Niharika Constructions (Pvt) Ltd., both therein jointly described as the first owners of the first part and Sri Shankar Dey therein described as second owner of the second part and duly registered on 12th August 1991 with the Registrar of Assurances, Calcutta in Book No. I as Deed No. 12309 for the year 1991, the said first owner exchanged and transfered All that a divided and demarcated portion admeasuring 13 Chittacks and 18 Sq. ft. together with All that partly single storied and partly double storied building standing thereon and being the divided northern portion of the said premises No. 102, Diamond Harbour Road, Behala, Calcutta in lieu and exchange of All that piece or parcel of Bastu land with structures admeasuring about 13 Chittacks and being a divided and demarcated southern strip of premises No.

88
10/1/2, Diamond Harbour Road, Behala, Calcutta and since owned by the said Sri Shankar Dey.

AND WHEREAS in the events aforesaid the said owners by virtue of the aforesaid Deed of purchase and the said Deed of Exchange remained and became seized and possessed of respectively (a) 7 Chittacks and 37 sft. of Bastu land with structures being a portion of Municipal premises No. 102, Diamond Harbour Road, Behala, Calcutta and (b) 13 Chittacks of land with structures being a divided southern strip of premises number 88 Diamond Harbour Road, Behala, Calcutta. 10/1/2.

AND WHEREAS the aforesaid lands respectively containing 7 Chittacks 37 Sq.feet being a portion of 102, Diamond Harbour Road, Calcutta and 13 chittacks with structures being the divided portion of 88 Diamond Harbour Road, Behala, Calcutta, are 10/1/2, contiguous to the said Municipal premises No. 40/34, Diamond Harbour Road, Behala, Calcutta which lands for the purpose of better and convenient enjoyment have been some times in September, 1991 merged and amalgamated by the owners with Municipal premises No. 40/34, Diamond Harbour Road, Behala, Calcutta and the total area of the land of the said premises no. 40/34, has upon such merger and amalgamation become 12 Kottahs 12 Chittacks and 35 Sq.feet which premises with the said entire land area is hereinafter called the "said premises" and described in the first schedule hereunder written.

AND WHEREAS one Reliance Steels Limited agreed to have flat No. 2D on the second floor of the said building along with a cover car parking space for parking of one motor car in the basement of said building constructed by the Developer and an agreement dated

29th June, 1990 for the construction of the said unit was entered between the said Developer and the said Reliance Steels Limited and the said Reliance Steels Limited agreed to pay the costs of construction as stated therein and the said Developer and the said Reliance Steels Limited agreed to the terms conditions and covenants therein stated.

AND WHEREAS at the requirement of the said developer an agreement dated 29th June, 1990 was also entered into between the Vendors and the said Reliance Steels Limited for sale and transfer of an undivided indivisible proportionate variable share in the lands of the said premises number 40/34, Diamond Harbour Road, Behala, Calcutta at the price of Rs.80/- (Rupees eighty) only per sq.ft. of the super built-up area of the said flat and on the terms and conditions contained in the said agreement.

AND WHEREAS in terms of an agreement for nomination dated 2nd March, 1992 and made between the said Reliance Steels Limited therein called the purchaser of the first part and the owners herein therein also described as the owners of the second part and the developer herein therein also described as developer of the third part and the said Master Vishal Agarwal and Master Vikas Agarwal the purchaser herein therein described as the transferee of the fourth part it was interalia agreed by and between the parties to the said agreement for nomination that the said transferee being the purchaser herein shall for all purpose stand nominated and substituted in the place and stead of the said Reliance Steels Limited and the benefits of the said two agreements both dated 29th June, 1990 together with all rights title and interest in the said agreement and the said unit shall

stand nominated unto and in favour of the said purchaser namely Master Vishal Agarwal and Master Vikas Agarwal.

AND WHEREAS the said Master Vishal Agarwal and Master Vikas Agarwal on being substituted instead of the said previous purchaser Reliance Steels Ltd. became entitled to the said flat No. 2D on the second floor of Mani Villa Building as also the said covered car parking space in the basement of said building approached the Developer for allotment of one store in the mezzanine of stores on the ground floor and the developer in terms of a letter dated 20th March, 1992 agreed to and did allot the said store no. 'A' on the mezzanine of stores in the ground floor of Mani Villa Building (which flat together with one covered car parking space for parking of one motor car in the basement as also the said store no. 'A' in the mezzanine of stores on the ground floor are all hereinafter collectively called "the said unit" and are morefully described in the Second Schedule hereunder written).

AND WHEREAS the said Master Vishal Agarwal and Master Vikas Agarwal are hence in the events aforesaid entitled to a conveyance in terms of the said agreement dated 29th June, 1990 and accordingly by these presents the same is being assured in their favour.

AND WHEREAS upon the merger and amalgamation of the said areas acquired by the owners by deed of exchange dated 12th August, 1991 and the conveyance dated 23rd June, 1989 the owners have agreed to allow and grant undivided proportionate share unto the said purchaser in the said entire land of the said premises subject however to the rights of the said owners to deal with and

use the constructions and the said area subsequently amalgamated for raising constructions and for the purpose of carparking spaces and for sale and transfer thereof by the owners/developer as they shall decide without any objection claim or dispute by the said purchasers or other persons.

AND WHEREAS the purchaser has been informed by the developer that the said unit agreed to be had and got constructed and completed by the developer on behalf of the purchaser as aforesaid has been duly constructed and completed according to the terms of the aforesaid agreement for construction of the said unit and the purchaser has duly taken inspection of the same and is fully satisfied with the workmanship, materials used and the specifications of the construction and fixtures thereof and the purchaser has accepted the same; and the super built up area of the said flat has been jointly measured by the purchaser and the developer and is found to be 1487 Sq.ft. (which contains the entire gross floor area of the flat and the area under the internal walls of the said flat the thickness of the outer walls and 50% thickness of the walls in common with the adjacent flat along with proportionate area of Liftshaft, Ground floor lobby, typical floor lobby, staircases and garbage chute on typical floor and lift machine room, generator room, electric meter room, caretaker's room, Guard room, Sweepers room and Electrician's room and Garbage dumping space in the ground floor etc. as also 40% of the area of the ultimate roof kept open to sky of the said building.

AND WHEREAS the Purchaser has from time to time paid to the developer the entire costs of construction of the said unit and

neither the said developer nor the said Purchaser has any claim or demand against each other and none has any dispute between them on any matter connected with or arising under the said in part recited agreement for construction of the said unit between the said developer and the said Vendors and the said purchaser relating to the construction of the said Unit and the rights of the purchaser in the said unit evolve by reason of the fact that the said unit has been built and constructed on behalf and on account of the purchaser as aforesaid.

AND WHEREAS accordingly the price of the said undivided indivisible proportionate variable share in the land of the said premises calculated at the aforesaid rate in respect of the said flat admeasuring 1487 sft. comes to Rs.1,18,960/- (Rupees one lac eighteen thousand nine hundred sixty) only and the vendors have accordingly agreed to grant this conveyance in favour of the purchaser for and in respect of the undivided proportionate indivisible variable share in the land of the said premises as hereinafter appearing.

AND WHEREAS by this indenture 4.669 percent undivided variable proportionate indivisible rights in the lands mentioned in Schedule-'A' hereunder written and presently equivalent to 39.970 Sqm. (equal to 430.24 Sft.) is being transferred which have been calculated in the ratio the super built-up area of the flat mentioned in the Schedule-'B' hereunder written bears to entire super built-up area (which interalia includes all the flats/shops and other saleable space) of the said building Mani Villa.

NOW THIS INDENTURE WITNESSETH as follows :-

1. It is recorded that the area of premises no. 40/34, Diamond Harbour Road, Calcutta upon merger and amalgamation of the said 7 Chattacks 37 Sq.ft. being a portion of 102, Diamond Harbour Road, Calcutta and the said 13 Chattacks being the divided portion of 88 10/1/2 Diamond Harbour Road, Calcutta has become 12 Kattahs 12 Chattacks and 35 Sq.ft.

2. In the premises aforesaid and in pursuance of the aforesaid agreement and in consideration of the said sum of Rs.1,18,960/- (Rupees one lac eighteen thousand nine hundred sixty) only to the vendors paid by the said purchaser (the receipt whereof the said vendors do hereby as also by the receipt hereunder written admit and acknowledge) and of all other sums costs charges hereinafter referred to and to be paid by the purchaser and also the covenants and terms and conditions hereinafter stated and to be observed performed carried out and fulfilled on the part of the said purchaser They the said vendors do hereby grant convey transfer sell assign and assure unto the said purchaser All that undivided variable indivisible proportionate 4.669% equivalent to 430.24 Sq.ft. right and share in the entire land of the said premises morefully described in the first schedule hereunder written TOGETHER WITH all legal incidents and inheritance thereof and TOGETHER WITH also the right to have and possess the said unit in the said building constructed by the said developer at the said premises for and on behalf of and at the costs of the said purchaser as hereinbefore stated TO HAVE AND TO HOLD the same absolutely forever and free from all encumbrances but according to the tenure and nature of the said land and subject to the obligations to pay and contribute towards taxes maintenance and other expenses regularly properly monthly and every month as hereinafter stated.

3. The said Developer and the said Purchaser do hereby confirm and record that the said Developer has already at the costs and on behalf of the said purchaser duly completed the constructions of the said unit to the satisfaction of the purchaser in terms of the said part recited agreement for construction of the said unit entered into between the Developer and the said Purchaser; and that the Developer has duly made over possession of the said unit to the purchaser, AND accordingly the said Developer doth hereby assure the said unit unto and to the use of the said purchaser to be held by the purchaser absolutely for ever free of all claims and rights of the said developer.

4. The Vendors do hereby covenant with the purchaser that the interest which the vendors profess to transfer does subsist and that the vendors have good right fully power absolute authority and indefeasible title to grant, convey, transfer, assign and assure the said undivided variable indivisible proportionate right and share in and land of the said premises more fully described in the second schedule hereunder written in the manner aforesaid AND that it shall be lawful for the Purchasers to have enjoy and possess the said undivided proportionate indivisible variable share and receive and derive all benefits and advantages thereof without any hindrance claim or demand or disturbance from the said Vendors or any person or persons claiming through under or in trust for them AND that the said undivided share is duly freed and discharged from and against all manners of encumbrances whatsoever created by the vendors AND that the Vendors shall from time to time and at all times hereafter at the reasonable requests and at the costs of the purchaser make do acknowledge and cause to be made done and acknowledged all such further acts

deeds and things that shall be necessary for better and more perfectly assuring and transferring the said undivided proportionate indivisible variable share in the land of the said property in favour of the purchaser in the manner aforesaid.

5. THE SAID PURCHASER so as to bind the said purchaser and owner/holders and occupiers for the time being of the said unit and so that the covenants on the part of the purchaser shall be for the benefit and protection of the entire building constructed and built by the said Developer and the holders of other flats and portion therein and every part thereof DOTH HEREBY COVENANT with the said Vendors and the said Developer and the holders/owners occupiers and purchasers of other flats and portions comprised in the said building that the said Purchaser and occupiers holders and owners and the persons deriving title of the said flat in the said building and undivided proportionate variable indivisible share in the said land in the said premises shall always and at all times hereafter observe the restrictions set forth herein below :-

a) Not to use the said unit nor permit the same to be used for any purpose whatsoever other than as a private residential place nor for any purpose from which a nuisance can arise to the owners lessee and occupiers of the other flats/portions in the said building or in the neighbourhood nor for any illegal or immoral purposes provided always that the owners and the developer shall be entitled to permit the use of the units or portions of the said building for any lawful purposes although such purposes so permitted are not specifically permitted under the sanctioned plan and the purchasers shall not be entitled to raise any objection thereto.

b) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any unit or portion or space in the said building or which may cause an increase in the Insurance premium.

c) Not to throw dirt rubbish rugs or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or into the waste or soil pipes in the said unit and in the compound and/or ground floor or in or about the building.

d) Not to make any noise or use or play on any musical instruments radio television or amplifier in such high decibel or pitch or volume or do any work or thing or act or conduct in such a way that may reasonably cause irritation annoyance or disturbance to any other resident or residents or neighbours or occupiers.

e) Save for the purpose of putting name plate at the entrance of the said unit, not to put or permit to put any name writing signboard or placard or posters or writings of any kind on any part of the said building or on any windows on the exterior side of the said building.

f) No clothes or other articles shall be hung or exposed outside the said unit and no flower box, flower pot or other like objects shall be placed outside the said unit and no mat shall be shaken out of the window of the said unit and no bird or dog or other animal which may cause annoyance or fear (or is generally regarded as risky) to any owner/lessee or occupier of the other flats and portions comprised in the said building shall

be kept or brought in the said unit.

g) The exterior of the said unit and the said building shall not be decorated/painted otherwise than in a manner agreed to by a majority of the owners of the flats/shops comprised in the said building and failing such agreement in the manner as near as may be in which the same was previously decorated.

h) Not to extrude any portion of the said unit and building and not to take up wiring for electrical and telephone installations televisions and any machines or air conditioning units on the outfaces within and outside of the building concerned that is either loose unfixed and undesirable or on floor, ceilings or roof of the building except as may be permitted in writing by the Vendors or the Association (if any) of the owners of flats of the said building as the case may be.

i) Not to arrange any public function in any part of the said building or the land of the said premises.

j) Not to claim any right or interest in any portion of the said building save and except the rights of way (in common with others) for ingress and egress from the said flat and car parking space.

k) Not to claim any right in the privies and baths and areas of the ground floor of the said building or in any portion of the said building or in any portion of the said building or in the roof stairs etc., of the said building.

- l) Not to make in the said unit any structural or constructional alterations and additions except with the prior approval in writing of the vendors and upon the prior sanctioned plan being obtained from the Calcutta Municipal Corporation and all other concerned authority.
- m) Not to let, sub-let, sell, transfer, assign, convey, mortgage, charge or in any way encumber or deal with or dispose of the said unit or any portion thereof or assign underlet or part with any interest therein until fully discharging and paying all dues of whatsoever nature owing to the vendors and/or the association of the flat holders and performing and observing the terms and conditions covenants or obligations herein.
- n) Not to store or bring and allow to be stored and brought in and around the said unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger or damage the structures or floorings or the ceilings or other parts of the said building or any portion or any fittings or structure thereof in any manner.
- o) Not to hang from or attach to beams or ceilings of the said unit any articles or machinery which are heavy or likely to affect and endanger or damage or affect the constructions of the said building.
- p) Not to do or suffer anything to be done in or about the said unit which may cause or tend to cause or tantamount to cause any damage to any flooring or ceiling of the said unit or any other portion over or below the said unit or on sides adjacent to the said unit or in any manner interfere with the use and rights and

enjoyment of the said unit or portions over or below the said unit.

- q) Not to demolish or allow to be demolished the said unit or any part thereof or any part of the building.
- r) Not to close or obstruct or permit the closing or obstruction of verandahs or lounges or balconies and lobbies common portions and also not to alter or permit any alterations or changes in the elevations and outside colour scheme of the external walls or of both the faces of external doors and windows of the flat which in the opinion of the Vendors (or association (if any) of the flat holders of the said building) differs from the colour scheme of the building and/or which in the opinion of the Vendors affect the rights in respect of and/or of the colour scheme of the exterior walls of the said building.
- s) not to claim any division and/or partition of the land of the said premises.
- t) not to claim or demand any compensation or damages or loss or abatement in case the said 4.669 percent undivided share in land is varied consequent upon further additions to the said building and construction of further flats/units therein.
- u) It is agreed that the ultimate roof of the said building under construction, shall be converted into a sort of roof garden for common use and enjoyment of the holders of units/flats/shops/office space and saleable space in the said building 'Mani Villa' in common with each other, and the same shall be maintained regularly (till the flat holder's association do not take over) by

the owners/Developers at the costs of the said purchaser and other unit holders. It is agreed that the said roof shall not be used for drying clothes or for using as a bathing space for anybody or for undesirable uses or for such uses/purpose which may cause nuisance or annoyance to the holders of units etc.

THE PURCHASER DOETH HEREBY FURTHER COVENANT WITH THE SAID VENDORS AND ALSO OWNERS OCCUPIERS AND HOLDERS OF THE OTHER FLATS OF THE SAID BUILDING AS FOLLOWS :-

aa) To maintain at the costs of the purchaser the said unit in the same good condition state and order in which it is delivered to and received by the purchaser and to observe perform and abide by all laws bye-laws rules and regulations of the Calcutta Municipal Corporation, Government and local bodies and/or of any other authorities and also such rules and regulations and bye-laws for the use and enjoyment of the said unit and of the common portions and the said building and to attend answer and be responsible for all deviations violations or breech of any of the conditions or laws, bye-laws or rules and regulation and also for failure to observe and perform all the terms and conditions contained herein.

bb) At the costs of the purchaser to keep the said unit and its walls and partition walls sewers drains pipes and appurtenances thereto belonging in good repairs replacements and conditions so as to support shelter and protect the parts of the said building other than the said unit and also at like costs to repair replace and maintain all internal cables, pipes, wires, floorings, walls, ceilings doors windows and articles fitted therein.

cc) To observe perform and comply with all the Rules and Regulations bye-laws and the procedure which the Vendors or Association (if any) of the flat holders will adopt from time to time and at all times hereafter for protection and maintenance of the said building.

dd) To comply with and carry out by the Purchaser (along with other holders of the other portions in the said building) from time to time since the time the purchaser has been put in possession of the said unit all the requirements requisitions demands and repairs as may be necessary and/or as may be required to be complied with by the purchaser or as may be required by the Government or any other authority in respect of the said building and the land on which the said building is standing, at purchaser's costs and to keep the Vendors and the Association (if any) of the flat holders fully indemnified secured and harmless against all costs consequence and all damages arising on account of non-compliance with the said requirements requisition demands and repairs.

ee) To abide by all directions of the Vendors or the Association (if any) in respect of the said unit/building and attend to and answer and be responsible for all notices violations or breaches of any covenants agreements stipulations terms conditions and bye-laws concerning the said building and/or the said unit.

ff) To carry out perform and observe all terms and conditions and covenants herein contained and required to be carried out performed and observed by the Purchaser.

gg) To pay and reimburse the Vendors or the Association (if any) in respect of any liability (including for notional rent) if any incurred or paid by or levied or assessed on the vendors or the Association (if any) due to any act of omission or commission failure on the part of the purchaser.

hh) To contribute and pay proportionately the costs expenses outgoings and matters mentioned in the third schedule hereto annexed and also all the payments subjected and reserved as hereinbefore stated in the manner and within the time and on the dates specified in that behalf without any abatement and deductions.

ii) So long as the said unit shall not be separately assessed for municipal rates and taxes, to pay a due proportion of such rates and taxes and also to pay always a due proportion of other impositions and outgoings assessed on the said building (such proportion is to be determined by the Vendors and which shall be conclusive and binding on the purchaser and all the other flat holders).

jj) To permit the Vendors or the Association (if any) with or without workmen masons engineers supervisors to enter into the said unit upon 24 hours notice (save in case of emergency) for the following purposes :-

(i) To view and examine the state and condition of the said unit and to leave notice to the purchaser.

(ii) For the purpose of repairing any part of the building and for the purpose of making repairing maintaining re-building, cleaning lighting and keeping in order

and good condition all services drains pipes cables water-courses gutters wires structures and other conveniences belonging to or serving or in use for the said unit and/or the said building and also for the purpose of laying maintaining repairing testing all drains water pipes electric wires and for similar purposes and also for the purpose of disconnecting the supply of water electricity or other conveniences to the said unit or any other portion of the building in respect of which the purchaser or the occupiers of such other portion shall have made default in paying the amounts due from the purchaser or in paying reimbursable share of Corporation Tax and Electricity charges or common expenses and other amounts payable by the purchaser or the said other owners/occupiers of the other flats/portions.

(111) To make good within three months of the date of giving notice by the Vendors (or the Association if any) all defects decays and wants of repair of which notice has been given by the Vendors/Association.

kk) All letters receipts and/or notices issued by the Vendors and/or the Association of the flat holders (if any) and duly despatched under the certificate of posting to the address of the purchaser registered with the Vendors or the Association of the flat holders (if any), shall be sufficient proof of giving of such notice by the said Vendors or the Association (if any) and also of receipt of the same by the purchaser.

1) The purchaser hereby covenants with Vendors/Association of the flat holders (if any to be formed).

m.(i) That the purchaser shall at all times hereafter pay all costs charges amounts and expenses payable by the Purchaser in terms of these presents at the time appointed for such payments without any abatement or deduction whatsoever, and shall always keep the Vendors and/or the Association (if any) and the other purchasers of the other flats and portions and the holders and occupiers thereof and the said building fully indemnified secured and protected and saved harmless against all such liabilities and payments required to be made by the Purchaser.

m.(ii) That if at any time the Purchaser shall fail to observe perform or fulfil the covenants and terms and conditions on the part of the purchaser and contained in these presents then in any such case the Vendor and/or the said Association, but without prejudice to any other right and remedy available in respect of such default and notwithstanding any actual or constructive or implied waiver of any previous default or cause or right on the part of the Vendors or the Association (if any) to disconnect all facilities of water, drains, conservancy, use of lift and other conveniences and common services (if any) in the said unit until receipt of all sums of money incurred by the Vendors/ Association and all sums of money due to be contributed and paid by the purchaser in terms of these presents together with all costs and expenses occasioned by the exercise of this power and/or until observance, performance and fulfilment of the said covenants, terms and conditions by the purchaser.

m.(iii) That the purchaser shall insure and keep insured the

said unit against any loss or damage by fire or earthquake in the manner and with such insurance company as the Vendors shall determine; and the purchaser shall pay the premium thereof and shall not surrender or allow the same to lapse or to be forfeited. In case the purchaser fails to insure as aforesaid, the Vendors or the Association (if any) may at the costs and expenses of the purchaser effect the necessary insurance and recover the charges premium therefor from the purchaser. The Purchaser shall whenever required produce to the Vendors the policy or the policies of such insurance and the receipt for the last premium paid for the same. In the event of the said unit being damaged or destroyed by fire the Insurance money shall be as soon as practicable spent for the repair re-building or reinstatement of damaged portion of the said unit and building and the said money shall not be utilised for any other purposes. The purchaser shall always ensure that the terms and conditions of the said policy are always fulfilled and not breached by the purchaser. The purchaser shall not do any act which will render the said policy void or voidable.

m.(iv) That the Purchaser will require every person to whom the purchaser shall hereafter transfer the said unit to covenant observe and perform and carry out all the terms and conditions obligations and restrictions on the part of the purchaser to be observed performed and carried out under these presents.

7. The Vendors do hereby covenant with the purchaser that so long as the Association of the owners of the entire complex at the said premises is not formed and management is not handed over by the Vendors to the Association and/or so long as the said

Association does not start functioning the Vendors shall observe as follows :-

a) The Vendors (and/or the Association when formed) (subject to contribution and payment by all the occupiers owners of flats and portions all the costs and expenses as herein before provided) maintain repair redecorate and renew :-

i) The main structure and in particulars the roof (to the extent of leakage and drainage to the upper floors) stacks gutters and rain water pipe and drain water pipes of the said building.

ii) The gas and the water pipes drains and electric cables and wires in under and upon the building and enjoyed or used by the purchaser in common with the owners and occupiers of the other flats of the said building.

iii) The main entrance passages landings and staircases of the said buildings as enjoyed for use by the purchaser in common as aforesaid, and

iv) the boundary walls and fences of the entire premises No. 40/34, Diamond Harbour Road, Calcutta.

b) That subject as aforesaid the Vendors or the said Association (if any) will so far practicable keep clean and reasonably lighted the landings staircases and other common parts of the said building.

c) That subject as aforesaid the Vendors or the said Association (if any) will pay the Corporation rates and taxes assessed on the said building (till the respective units are not separately

assessed and which taxes are to be reimbursed by the purchaser).

d) That subject as aforesaid the Vendors or the Association (if any) will do so often as reasonably required and at reasonable intervals, decorate the exterior of the building in such manner as shall be agreed to by majority of the owners of the flats comprised in the said building and failing such agreement in the manner in which the same were previously decorated as near thereto as circumstances shall permit and in particular will keep the exterior parts of the building usually painted with a good paint provided that the word "building" in this clause shall exclude car parking spaces within the said building.

8. IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

a) That every internal wall separating the flat from an adjoining flat shall be party wall severed medially.

b) The purchaser has this day also paid to the Vendors a sum equivalent to Rupees five per sq.ft. of the super built up area of the said unit to be kept with and held by the Vendors/Developer in deposit (without any liability for paying any interest thereon) as security for the expenses (fully mentioned in the third schedule hereunder written) and various taxes and Corporation taxes and impositions and Levies payable by the purchaser as stated in these presents; and the Vendors/Developer shall be entitled to meet and pay therefrom the expenses and the said various sums in the event the purchaser shall default to pay and contribute as herein stated and unless the said expenses taxes and amounts would be reimbursed regularly.

c. The purchaser hereby agrees and undertakes to be a member of

the Association of flats owners and the owners of other portions of the said premises to be formed by the Vendors and owners of other flats and portions and also from time to time sign and execute the application forms and papers for and in respect of the formation, registration or of membership of Association including the bye-laws of the Association and fill in sign and return the same to the Vendors/Developer without any undue delay.

d) The purchaser agrees to execute and make over from time to time all papers and documents and do all other acts deeds and things in such way as to safeguard the interest of the Vendors and other purchasers and owners and holders and occupiers of the other flats and portions in the said building.

e) The purchaser hereby authorises empowers and constitutes the vendors for doing and executing all such acts matters things and deeds and documents as are hereby mentioned or as shall be necessary in the interest and for the benefit of the said building or any or more or all of the other flats and portions and other owners and occupiers and holders of the said building and the said vendors shall be entitled to delegate and confer the said authorities and powers in favour of its agents/nominees and to revoke the same according to their decision without any objection of the purchaser.

f) Any delay or indulgence or omission by the vendors in enforcing the terms of these presents or any forbearance or giving of time to the purchaser shall not be constructed as a waiver by the Vendors of any breach or non-compliance of any of the covenants terms and conditions of these presents by the purchaser nor shall the same in any manner prejudice the rights of the vendors.

g) So long as separate assessment is not made, the Corporation taxes and other liabilities and impositions and taxes (including under the Multi-storied Building Taxes Act and Urban Land Taxes Act) and the other costs of maintenances and other expenses for upkeep maintenance cleaning and repairing of the said buildings and all other impositions on the said buildings shall be considered as having been imposed or become payable by the said purchaser and the holders/purchasers of the other flats and portions held by each of them And the purchaser and the holders of other flats and portions shall pay proportionately the said entire taxes and impositions and expenses liabilities and outgoings without any abatement or reduction for those flats/portions and the land and building for common use and enjoyment.

h) If the said flats and carparking spaces shall be separately assessed then the respective owners of the respective flats and portions shall bear and pay the same regularly and thereupon that part of the expenses out of those mentioned in the third schedule shall abate.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Particulars of the 'Said Premises'

ALL THAT piece or parcel of land containing an area of 12 Cottahs 12 Chittacks and 35 Sq.ft. and comprising of the said municipal premises no.40/34, Diamond Harbour Road, as also the divided and demarcated portion of premises nos. 102, Diamond Harbour Road, and 88 Diamond Harbour Road, Behala, Calcutta, within the 10/1/2 limits of The Calcutta Municipal Corporation (S.S.Unit) within C.M.C. Ward No. 119 and within P.S. and S.R. Behala, within Mouza Sahapur and in the district of South 24-pargans and shown marked

within red borders on the plan "A" hereto annexed and butted and bounded as follows :-

- On the South : Partly by premises no. 90/31 and partly by premises no. 18B, James Long Sarani, Calcutta.
- On the North : Partly by remainder portion of premises no. 102, Diamond Harbour Road and premises no. $\frac{88}{10/1/2}$ Diamond Harbour Road, both respectively owned by Sri Shankar Nath Dey.
- On the West : By the said 15' wide common passage.
- On the East : By Municipal Road known as James Long Sarani, Calcutta.

(Proportionate indivisible variable 4.669 percent equivalent to undivided 430.24 Sq.ft. is being transferred in terms of these presents to the purchaser.)

OR HOWSOEVER OTHERWISE the same was heretofore or shall hereafter be called known numbered butted and bounded described and distinguished so to be.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Particulars of the 'Said Unit'

ALL THAT Flat No. 2D containing a super built-up area of 1487 Sq.ft. and lying situate on the North-western side of second floor of multistoried building Mani Villa constructed at the said premises TOGETHER WITH all that proportionate share in the common

areas and the ultimate roof of the said building Mani Villa which flat is demarcated within RED borders on the plan hereto annexed and marked with the letter "B" TOGETHER WITH all that Covered carparking space for parking of one motor car in the basement of the said building which parking space No. 2D is shown demarcated within Red borders on the plan hereto annexed and marked with letter "C" also together with all that Store Number 'A' on the ground floor mezzanine of stores and shown marked within Red Borders on the plan 'D' hereto annexed.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Particulars of common expenses of the said complex).

1. The costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of Leakage and seepage to the upper floors) gutters and water pipes for all purposes, drains electric cables and wires in under or upon the said building and enjoyed or used by the purchaser in common with other occupiers or serving more than one unit at the said building, main entrance landings and staircases of the said building and enjoyed and used by the purchaser in common as aforesaid and the boundary walls of the said building, compounds, etc.
2. The costs of cleaning and lighting the main entrance passages, landings, staircases and other parts of the said complex so enjoyed or used by the purchaser in common as aforesaid.
3. The costs of decorating the exterior of the said building.
4. The salaries and remunerations of the Janitors/Officers Clerks, Bill collectors, Liftmen, Chowkidar, Sweepers,

Caretakers, Electricians etc.

5. The costs of working and repairs and maintenance of lifts, Generators and other common light and service charges.

6. Municipal and other taxes and outgoings in respect of the common portions of the said building.

7. Insurance of building for earthquake, fire, mob, damages, and civil commotion, (if such insurance is affected).

8. Such other expenses as are deemed by the Vendors and/or developer to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats, portions and car parking spaces of the said building.

9. Costs of replacements such as lifts, generators, tube-well transformers, watertaps, valves etc.

10. The fees and disbursements paid to any caretakers/managers/contractors/agents if appointed by the Vendors and/or developer in respect of the said building.

11. Such amount (not more than twenty percent of the amounts under the above heads) as shall be decided and fixed by the Vendors and/or developer in their absolute discretion for administration and other like purposes. (Provided that such percentage is subject to revision in the event of disparity or insufficiency).

IN WITNESS WHEREOF the PARTIES hereto have executed these presents the day month and year first above written.

Sealed with the Common seal of the said James Long Properties Pvt.Ltd.in pursuance of a Resolution of its Board of Directors passed on 27th January, 1992 in the presence of its Director Smt. Meena Jhunjhunwala who has also on its behalf signed and delivered at Calcutta in the presence of :-

Meena Jhunjhunwala
1/1, Temple Road
Cal - 31

Sealed with the Common seal of the said Niharika Constructions Pvt.Ltd.in pursuance of a Resolution of its Board of Directors passed on 28th January, 1992 in the presence of its Director Sri Kishore Nagar who has also on its behalf signed and delivered at Calcutta in the presence of :-

For JAMES LONG PROPERTIES PVT. LTD.

Meena Jhunjhunwala

Director/Const. Attorney

For NIHARIKA CONSTRUCTIONS PVT. LTD.

Kishore Nagar

Director/Const. Attorney

Sealed with the Common Seal of the said Teage Tools & Constructions (India) Private Limited, in pursuance of a Resolution of its Board of Directors passed on 21st January, 1992 in presence of its Managing Director Sri Sanjay Jhunjhunwala who has also on its behalf signed and delivered at Calcutta in the presence of :-

Sanjay Jhunjhunwala
 TEAGE TOOLS & CONSTRUCTIONS (INDIA) PVT LTD.
 MANAGING DIRECTOR

Signed sealed and delivered by the
said Purchaser at Calcutta in the
presence of :-

[Signature]
For & on behalf of Master VIKAS AGARWAL

[Signature]
(V. SARAN)

As Father & Natural Guardian

For & on behalf of Master VIKAS AGARWAL

[Signature]
(V. SARAN)

As Father & Natural Guardian

Received from the withinnamed Pur-
chaser the withinmentioned conside-
ration being a sum of Rs.1,18,960/-
(Rupees one lac eighteen thousand
nine hundred sixty) only as per
Memo below:-

MEMO OF CONSIDERATION

By and out of Cheques respectively drawn
in favour of M/s. James Long Properties Pvt.
Ltd. and M/s. Niharika Constructions Pvt.
Ltd.

Rs. 1,18,960.00

Rs. 1,18,960.00

(Rupees one lac eighteen thousand nine hundred sixty) only.

WITNESSES :

[Signature]
M/s. Temple Lane
Cal-31

For JAMES LONG PROPERTIES PVT. LTD.

[Signature]
Meena Thunpura

Director/Const. Attorney

For NIHARIKA CONSTRUCTIONS PVT. LTD.

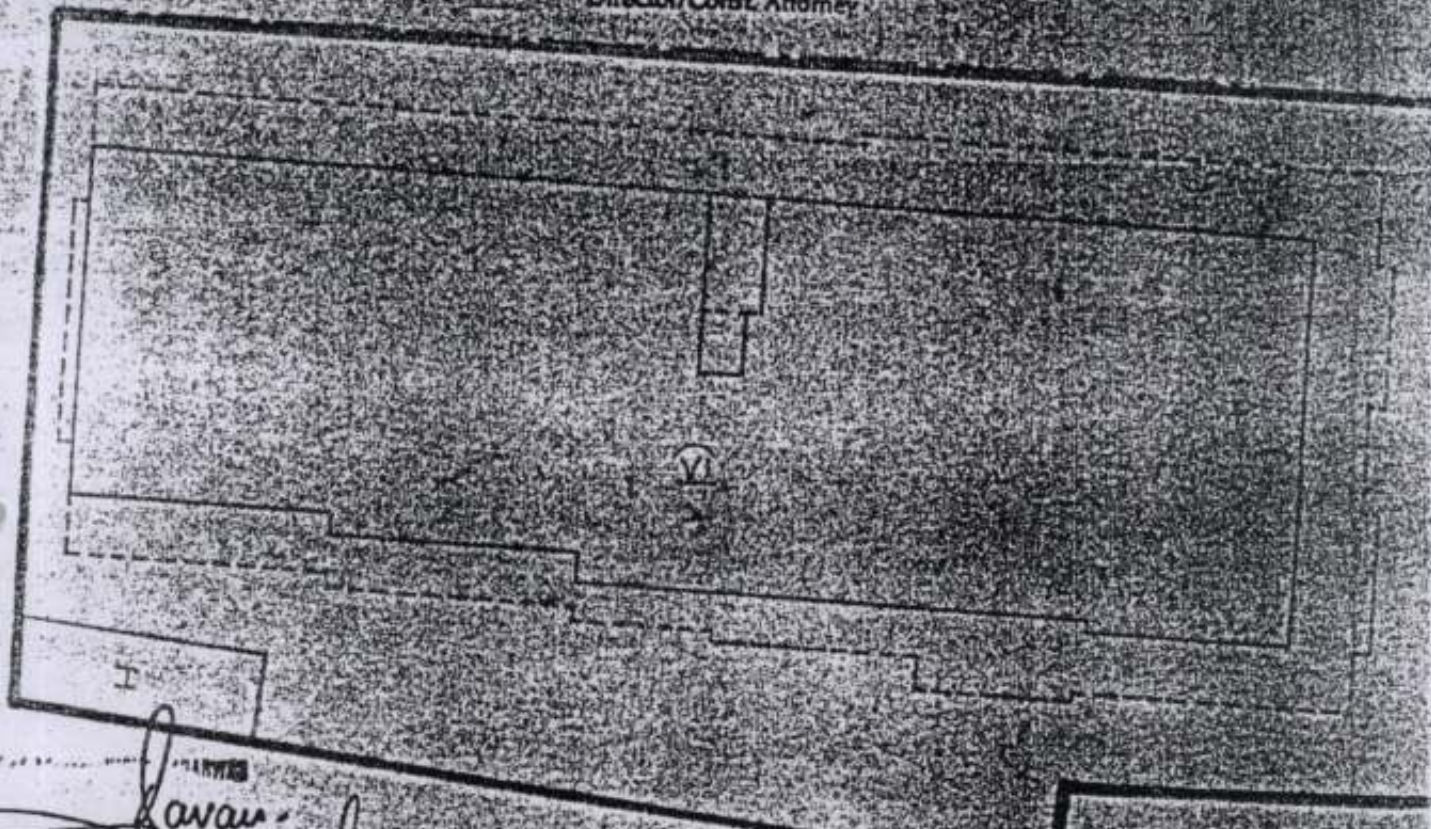
[Signature]
Director/Const. Attorney

For JAMES LONG PROPERTIES PVT. LTD.

Meena Jhunjhunwala

Director/Const. Attorney

JAMES LONG SARANI



For JAMES LONG PROPERTIES PVT. LTD.

TEJAS TOOLS & CONSTRUCTIONS (INDIA) PVT. LTD.

For NIHARIKA CONSTRUCTIONS PVT.

For JAMES LONG PROPERTIES PVT. LTD.

MANAGING DIRECTOR

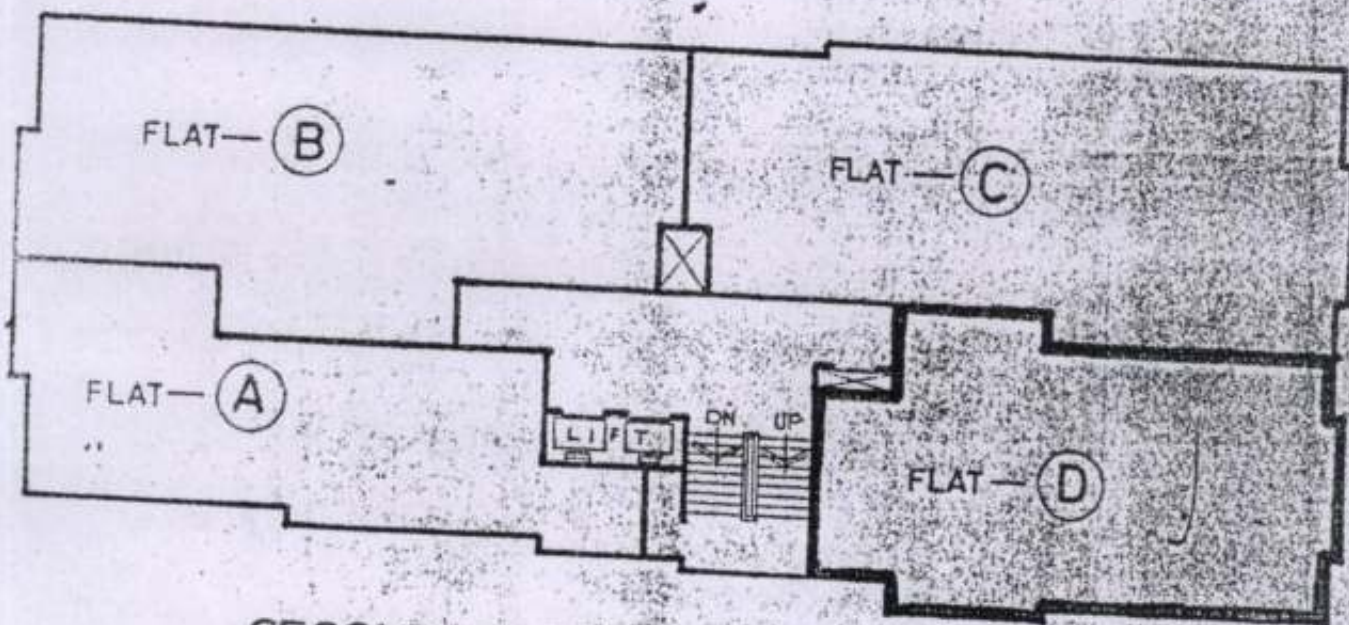
Director/Const. Attorney

PLAN "A" FORMING PART OF THE FOREGOING DOCUMENT AND CONCERNING MUNICIPAL PREMISES NO 40/34, DIAMOND HARBOUR ROAD, AS ALSO THE DIVIDED AND DEMARCATED PORTION OF PREMISES NO. 102, DIAMOND HARBOUR ROAD, AND ⁸⁸10/1/2 DIAMOND HARBOUR ROAD, BEHALA, CALCUTTA ALL WITHIN LIMITS OF THE CALCUTTA MUNICIPAL CORPORATION (s.s. unit) WARD NO. 119 MOUZA SAHAPUR P.S. & S.R. BEHALA, WHICH AMALGAMATED PROPERTY IS SHOWN MARKED WITHIN RED BORDERS

Scale
1:200



FEARLESS CONSTRUCTION
[Signature]
 MANAGING DIRECTOR



SECOND FLOOR PLAN

For & on behalf of Master VIKAS SHARMA For JAMES LONG PROPERTIES PVT. LTD.

[Signature]
 (V. SAIKANT)
 As Father & Natural Guardian
 Director/Const. Attorney

For & on behalf of Master VISHU SHARMA For NIHARIKA CONSTRUCTIONS PVT. LTD.

[Signature]
 (V. SAIKANT)
 As Father & Natural Guardian
 Director/Const. Attorney

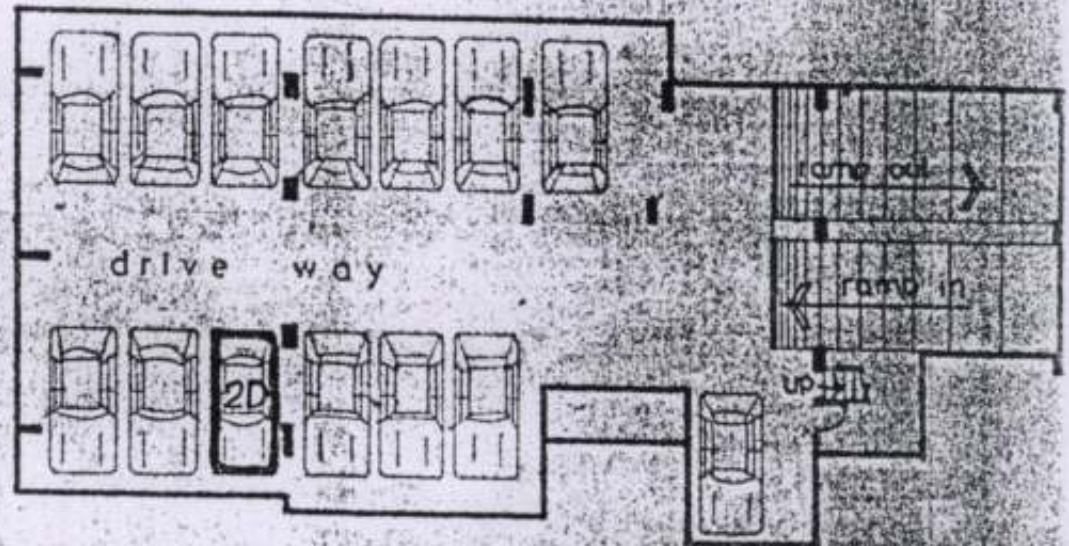
PLAN 'B' FORMING PART OF THE FOREGOING DOCUMENT WHEREIN SHOWN MARKED WITHIN RED BORDERS IS THE OUTLINE OF ALL THAT FLAT NO. 2D ON THE North West SIDE OF THE SECOND FLOOR OF THE MANIVILLA BUILDING.

SCALE - 1:200



For JAMES LONG PROPERTIES PVT. LTD.
Meena Thunhwalga

Director/Const. Attorney



For & on behalf of Master VISHAL KARANWAL

(V. SARAN)

As Father & Natural Guardian

TEJEE TOOLS & CONSTRUCTIONS (PVT.) LTD.

MANAGING DIRECTOR

For & on behalf of Master VISHAL KARANWAL

(V. SARAN)

As Father & Natural Guardian

For NIHARIKA CONSTRUCTIONS PVT. LTD.

Director/Const. Attorney

PLAN "C" FORMING PART OF THE FOREGOING
DOCUMENT AND CONCERNING ALL THAT
CARPARKING SPACE NO. 2D IN THAT
BASEMENT OF MANI VILLA BUILDING ALLOTTED
TO THE PURCHASER AND SHOWN MARKED
WITHIN RED BORDERS.

SC
1:2