

23

Seed - 04697
(Ideal Plaza)

CONVEYANCE

DATED THIS 27th DAY OF march, 200

BETWEEN

SUNIL KRISHNA GHOSH & OTHER

... VENDORS.

(SMT.) SMRITI RANI MITRA

... FIRST CONFIRMING PARTY

PRADIP KUMAR GHOSH

...SECOND CONFIRMING PARTY

NORTHERN PROPERTIES PRIVATE LIMITED

...THIRD CONFIRMING PARTY

JAYSHREE PODDAR

...FOURTH CONFIRMING PARTY

IDEAL PLAZA PRIVATE LIMITED

... DEVELOPER

AND

HARSHAD AJMERA

... PURCHASER

M/S. S. JALAN & CO.

Solicitors, Advocates,
Patent & Trade Mark Attorneys
CALCUTTA, NEW DELHI

04090 - I - 04697 I



S.B.I. La-Martiniere for Kal (3681)

Cheque Nos ① 772306 ② 772227
③ 654284

dt 20/2, 21/2 & 24/3/03 for

Rs 36270 + 4230 + 2180 = 42680/-

has been paid as deficit Stamp Duty.

STAMP

20/3/02
CALCUTTA COLLECTORATE

15,98,000



Admissible under the Stamp Duty Act, 1911
under the Indian Stamp Act, 1899
as amended by the Indian Stamp Amendment Act, 1911

Section 11, Non-Resident
under Section 82 of the Indian Stamp Act, 1911

under the

Stamp Duty Act, 1911

under the

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under the

Stamp Duty Act, 1911

under the

Deficit 'A' Fees of Rs. 5225/-

subsequently realised by

Case No. vide Receipt No.

26.3.03

Haxnah Admexa

45480/-

Sale as (by) (A)
248000/-

600
600
7117

S. R. M.

A-7117
E-35
D-35
M-25
M(16)-1

7236

THIS CONVEYANCE made this

day of

200 BETWEEN

1

By

S.K. Himatsingh

For IDEAL PLAZA PVT. LTD.

S.K. Himatsingh

Director

6/30/02

March 27/02

47, Pathurighat
Street, K.D.
By — S. K. Himatsingh
one of the Exes.

Amman

Regd. Registrar

27/3/02

For NORTHERN PROPERTIES PRIVATE LTD.

18/4
Director

Sumit Krishna Ghosh
Sumit Sanyal
Pradip Kumar Ghosh

Pradip Kumar Ghosh

Harendra Ajmera
Poddar



Harendra
HARENDRA SANYAL
4/6, J.B. Road, Cal-36.

S.K. Himatsingh as
Director for Ideal Plaza
Pvt. Ltd. P.K. Ghosh as
Director for Northern Properties
Pvt. Ltd., Sumit Krishna
Ghosh & Co. Ltd. Mahendra
Krishna Ghosh Sanyal, K. Rami
Mishra & Co. Mishra, P.
K. Ghosh & Co. Ltd. Poddar
Krishna Ghosh, Harendra
Ajmera & Co. J.C. Ajmera
Sanyal, Poddar & Co. Ltd.
Poddar.

Hiranmay Samadder
4/6, J.B. Road, Cal-
36,

Amman

27/3/02

(1) **SUNIL KRISHNA GHOSH**, son of Late Jnanendra Krishna Ghosh of 8B, Shyampukur Street, Calcutta - 700 004 and (2) **PRADIP KUMAR GHOSH**, son of Late Jitendra Krishna Ghosh of 47, Pathuriaghata Street, Calcutta - 700 007, executors to the Last Will and Testament dated 28th September, 1994 of Late Asit Kumar Ghosh, hereafter jointly and severally called "the **VENDORS**" (which expression shall include their and each of their successors-in-office) of the **FIRST PART (SMT.) SMRITI RANI MITRA**, wife of Late Dr. Mihir Mitra of 34, Shyampukur Street, Calcutta - 700 004, being the sole natural heiress and a major legatee and beneficiary under the Last Will and Testament dated 28th September, 1994 of Late Asit Kumar Ghosh, hereafter called "the **FIRST CONFIRMING PARTY**" (which expression shall include her successors-in-interest and/or assigns) of the **SECOND PART PRADIP KUMAR GHOSH**, son of Late Jitendra Krishna Ghosh of 47, Pathuriaghata Street, Calcutta - 700 007, being a major legatee and beneficiary under the Last Will and Testament dated 28th September, 1994 of Late Asit Kumar Ghosh, hereafter called "the **SECOND CONFIRMING PARTY**" (which expression shall include his successors-in-interest and/or assigns) of the **THIRD PART NORTHERN PROPERTIES PRIVATE LIMITED**, a company having its registered office at 47, Pathuriaghata Street, Calcutta - 700 007, hereafter called "the **THIRD CONFIRMING PARTY**" (which expression shall include its successors-in-interest and/or assigns) of the **FOURTH PART SMT. JAYSHREE PODDAR** wife of Sri Bimal Kumar Agarwala residing at 30, Jadunath Dey Road, Calcutta-700 012 hereafter jointly and/or severally called "the **FOURTH CONFIRMING PARTY**" (which expression shall include their and each of their respective successors-in-interest and/or assign) of the **FIFTH PART IDEAL PLAZA PRIVATE LIMITED**, a company having its registered office at 50, Jawaharlal Nehru Road, Calcutta-700 071, hereafter called "the **DEVELOPER**" (which expression shall include its successors-in-interest and/or assigns) of the **SIXTH PART AND HARSHAD AJMERA**, son of Sri Jayantilal C. Ajmera, of 12, Mangoe Lane, 2nd Floor, Calcutta - 700 001, hereafter called "the **PURCHASER**" (which expression shall include its successors-in-interest and/or assigns) of the **SEVENTH PART** :

WHEREAS :

- A. The terms in this Indenture, unless contrary or repugnant to the context, shall have the meanings assigned to them in the **FIRST SCHEDULE** hereto;
- B. One Asit Kumar Ghosh of 47, Pathuriaghata Street, Calcutta - 700 007, hereafter called "the **DECEASED**" was the sole and absolute owner of the Premises more fully described in the **SECOND SCHEDULE** hereto **SUBJECT TO** the leasehold rights of the Third Confirming Party, i.e. M/s. Northern Properties Private Limited;
- C. By the Development Agreement, the Deceased and the Third Confirming Party have appointed the Developer as the developer for the development of the Premises by way of construction and completion of the New Building and/or otherwise, with power and authority to construct the New Building thereon, according to the Plans and with further power and authority to enter into agreements and cause the sale of the Said Shares And The Rights And Properties Appurtenant Thereto (as defined under the **FIRST SCHEDULE** hereto), to such persons as the Developer desires and also to construct the New Building and/or the Units, Parking Spaces and Common Portions therein, on behalf of such persons and to receive consideration/contract price in respect thereof;
- D. The Third Confirming Party has already surrendered and/or released its right, title and interest in the Premises;
- E. In pursuance of the Development Agreement, the Developer got the Plans duly sanctioned by the Corporation;
- F. The Developer commenced construction of the New Building for and on behalf of the Deceased and/or itself and/or the Co-Owners for the time being entitled thereto, in accordance with the Plans;
- G. By and under the Sale Agreement, the Fourth Confirming Party had interalia agreed to acquire, from the Deceased, the Said Share And The Rights And Properties Appurtenant Thereto, i.e., the Undivided Impartible Proportionate Share in the Premises more fully described in the **SECOND SCHEDULE** hereto and delineated on the Map marked "**A**" and bordered "**RED**" thereon **TOGETHER WITH** the benefit of the Plans relating to the Said Unit, i.e., Unit No. 301B (presently renumbered as Unit No. S305), more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "**B**" and bordered "**GREEN**" thereon and the Parking Space, if any, more fully described in **PART-II** of the **SEVENTH SCHEDULE** hereto and proportionate benefit of the Plans relating to the Common Portions more fully described in the **THIRD SCHEDULE** hereto **AND TOGETHER WITH** the exclusive right to have constructed, completed, finished, own, use and occupy the Said Unit and the Parking Space, if any, wholly and the Common Portions, proportionately **AND TOGETHER WITH** the rights and properties appurtenant thereto;
- H. By and under the Construction Agreement, the Fourth Confirming Party had also agreed, interalia, to have constructed, completed and finished, the Said Unit and the Parking Space, if any (wholly) and the Common Portions (proportionately) through the Developer and the Developer had agreed to do so for and on behalf of and on account of and as the contractor and/or agent of the Purchaser, in respect of the Said

Unit and the Parking Space, if any, and for and on behalf of and on account of and as the contractor and/or agent of all the Co-Owners, in respect of the Common Portions, for the consideration and on the terms and conditions contained in the Construction Agreement;

- I. It was subsequently agreed between the Developer and the Fourth Confirming Party that instead of constructing the Said Unit and the Parking Space, if any, (wholly) and the Common Portions (proportionately) as the contractor of the Fourth Confirming Party, the Developer will sell and convey to the Fourth Confirming Party the Said Unit and the Parking Space, if any, wholly and the undivided proportionate share in the Common Portions, proportionately, for the price/ consideration agreed upon under the Construction Agreement;
- J. The New Building has been constructed and completed and possession of the Said Unit and the Parking Space, if any has been delivered;
- K. On or about 18th November, 1994 the Deceased expired after having made and published his Last Will and Testament dated 28th September, 1994, hereafter called "the **SAID WILL**". Under the Said Will, the Deceased has appointed one Pallav Kumar Banerjee and the Vendors herein as the Joint Executors and has, besides other minor bequests, bequeathed the residue of his moveable and immovable properties to and unto the First Confirming Party and the Second Confirming Party;
- L. On or about 7th December, 1999, Pallav Kumar Banerjee, one of the Joint Executors to the Said Will died;
- M. On or about 17th May, 2000 probate of the Said Will was granted to Sunil Krishna Ghosh and Pradip Kumar Ghosh, the Vendors herein, by the Hon'ble High Court at Calcutta in its Testamentary and Intestate jurisdiction in ACT 39, P.L.A. No. 257 of 1997;
- N. The Fourth Confirming Party not being desirous of completing the purchase, nominated the Purchaser to jointly take the conveyance of the Said Share And The Rights And Properties Appurtenant Thereto directly from the Vendors and the Said Unit, the Parking Space, if any and the undivided proportionate share in the Common Portions directly from the Developer, on the terms and conditions mentioned therein;
- O. The Vendors and the Developer have accepted such nomination in favour of the Purchaser;
- P. The Vendors, the First Confirming Party and the Second Confirming Party have jointly decided to discharge the obligations of the Deceased contracted by him during his life time, under the Development Agreement and to convey the Said Share And The Rights And Properties Appurtenant Thereto to the Co-Owners;
- Q. The First Confirming Party is the only natural heiress of the Deceased and inasmuch as she has no objection to the provisions and bequests contained in the Said Will of the Deceased, she has joined this Conveyance and executed the same in her capacity as a major legatee as well as the ultimate beneficiary with Pradip Kumar Ghosh under the Said Will;
- R. The Second Confirming Party is a major legatee under the Said Will of the Deceased and inasmuch as he has no objection to the provisions and bequests contained in the Said Will of the Deceased, he has joined this Conveyance and executed the same in his capacity as the ultimate beneficiary with (Smt.) Smriti Rani Mitra under the Said Will;
- S. The Third Confirming Party has joined this Conveyance to confirm that it has surrendered its right, title and interest in the Premises by virtue of the Lease granted by the Deceased and/or otherwise and to further confirm that the title being transferred hereunder is free-hold and not subject to the lease-hold interest of the Third Confirming Party;
- T. The Fourth Confirming Party has joined this Conveyance to confirm that the Fourth Confirming Party has no right, title and/or interest of any nature whatsoever in the Said Share And The Rights And Properties Appurtenant Thereto, the Said Unit, the Parking Space, if any and the undivided proportionate share in the Common Portions, to confirm the sale of the same to the Purchaser and to further confirm the nomination made by the Fourth Confirming Party in favour of the Purchaser;
- U. In pursuance of the aforesaid, the Vendors, at the request of the Developer, are completing the sale of the Said Share And The Rights And Properties Appurtenant Thereto and the Developer is completing the sale of the Said Unit and the Parking Space, if any and the undivided proportionate share in the Common Portions, by these presents;

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NOW THIS INDENTURE WITNESSETH THAT:

- I. In consideration of the premises and the sum of Rs. 3,24,000/- (Rupees Three Lacs Twenty Four Thousand) only paid by the Purchaser to the Vendors and/or the predecessors-in-title of the Vendors through the Fourth Confirming Party (who in turn has paid through the Developer) and appropriated and apportioned out of the amounts paid by the Purchaser to the Developer through the Fourth Confirming Party towards the sale of the Said Share And The Rights And Properties Appurtenant Thereto (which

amount the Vendors do and each one of them has admitted and acknowledged to have received by separate receipts) the Vendors with the consent and concurrence of the First Confirming Party, the Second Confirming Party, the Third Confirming Party, the Fourth Confirming Party and the Developer do hereby sell, transfer, convey, assure and grant unto and in favour of the Purchaser herein **ALL THAT** the Undivided Impartible Proportionate Share in the Land contained in the Premises i.e. Premises No. 11/1, Sarat Bose Road, Calcutta-700 020, more fully described in the **SECOND SCHEDULE** hereto and delineated on the Map marked "**A**" and bordered "**RED**" thereon, attributable to the Said Unit, i.e., Unit No. 301B (presently numbered as Unit No.S305) at **IDEAL PLAZA** more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto, the Parking Space, if any, more fully described in **PART-II** of the **SEVENTH SCHEDULE** hereto and the Common Portions more fully described in the **THIRD SCHEDULE** hereto **TOGETHER WITH** the benefits of the Plans relating to the Said Unit, the Parking Space, if any and the Common Portions **AND TOGETHER WITH** the rights and properties appurtenant thereto, which are all hereafter as well as hereinbefore collectively called "the **SAID SHARE AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**" **OR HOWSOEVER OTHERWISE** the Said Share And Rights And Properties Appurtenant Thereto now are or is or at any time heretobefore were or was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the Said Share And The Rights And Properties Appurtenant Thereto or in anywise appertaining thereto or any part thereof usually held used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto **AND SUBJECT TO** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Premises, the Land and the New Building by the Purchaser and the Co-Owners as mentioned in the **FIFTH SCHEDULE** hereto **AND** the reversion or reversions, remainder or remainders and the rents, issues and profits into or upon the Said Share And The Rights And Properties Appurtenant Thereto hereby conveyed, assured and assigned **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendors into or upon the Said Share And The Rights And Properties Appurtenant Thereto and all other benefits, rights and properties herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out therefrom **AND TOGETHER FURTHER WITH** all rights liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser, free from all encumbrances, trusts, liens, lispendens and attachments whatsoever (**SAVE** only those as are expressly mentioned herein and/or in the Sale Agreement) **TO HAVE AND TO HOLD** the Said Share And The Rights And Properties Appurtenant Thereto and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof, respectively or arising out therefrom, absolutely and forever **SUBJECT TO** the Covenants and the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and/or elsewhere herein and/or in the Sale Agreement **AND ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other Common Expenses relating to the Premises, proportionately and the Said Share And The Rights And Properties Appurtenant Thereto, wholly, details whereof are fully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereto;

- II. **AND** in consideration of the premises and the sum of Rs. 3,24,000/- (Rupees Three Lacs Twenty Four Thousand) only paid by the Purchaser to the Developer through the Fourth Confirming Party (which amount the Developer has admitted and acknowledged to have received by separate receipts) the Developer, with the consent and concurrence of the Vendors, the First Confirming Party, the Second Confirming Party, the Third Confirming Party and the Fourth Confirming Party doth hereby sell, transfer, convey, assure and assign unto and in favour of the Purchaser herein **ALL THAT** the Said Unit i.e. Unit No. 301B (presently renumbered as Unit No. S305) on the 3rd Floor in the South Block of the New Building commonly known as **IDEAL PLAZA** and the Parking Space, if any, more fully described in **PART-I** and **PART-II** of the **SEVENTH SCHEDULE** hereto respectively and delineated on the Map marked "**B**" and bordered "**GREEN**" thereon and the undivided proportionate share in the Common Portions more fully described in the **THIRD SCHEDULE** hereto **OR HOWSOEVER OTHERWISE** the Said Unit and the Parking Space, if any, are or is or at any time heretobefore were or was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, benefits, advantages and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the Said Unit and the Parking Space, if any, or in anywise appertaining thereto or any part thereof usually held used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto **AND SUBJECT TO** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Premises, the Land and the New Building by the Purchaser and the Co-Owners as mentioned in the **FIFTH SCHEDULE** hereto **AND** the reversion or reversions, remainder or remainders and the rents, issues

and profits into or upon the Said Unit and the Parking Space, if any and the undivided proportionate share in the Common Portions and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Developer into or upon the Said Unit and the Parking Space, if any and the undivided proportionate share in the Common Portions and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out therefrom **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser, free from all encumbrances, trusts, liens, lispendens and attachments whatsoever (**SAVE** only those as are expressly mentioned herein and/or in the Construction Agreement and/or the Nomination Agreement) **TO HAVE AND TO HOLD** the Said Unit and the Parking Space, if any and the undivided proportionate share in the Common Portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof, respectively or arising out therefrom, absolutely and forever **SUBJECT TO** the Covenants and the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and/or elsewhere herein and/or in the Construction Agreement and/or the Nomination Agreement **AND ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other Common Expenses relating to the Premises, proportionately and the Said Unit and the Parking Space, if any, wholly, details whereof are fully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereto;

III. **THE VENDORS, THE FIRST CONFIRMING PARTY, THE SECOND CONFIRMING PARTY, THE THIRD CONFIRMING PARTY, THE FOURTH CONFIRMING PARTY AND THE DEVELOPER HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- i) **THAT** the interest which the Vendors, the First Confirming Party, the Second Confirming Party, the Third Confirming Party, the Fourth Confirming Party and the Developer do hereby profess to transfer, subsists and that they have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign, assure and confirm unto the Purchaser, the Said Share And The Rights And Properties Appurtenant Thereto, the Said Unit and the Parking Space, if any and the undivided proportionate share in the Common Portions respectively **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed;
- ii) **AND THAT** it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the Said Share And The Rights And Properties Appurtenant Thereto, the Said Unit, the Parking Space, if any and the undivided proportionate share in the Common Portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever, from or by the Vendors, the First Confirming Party, the Second Confirming Party, the Third Confirming Party, the Fourth Confirming Party or the Developer or any person or persons claiming through, under or in trust for them, unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein and/or in the Sale Agreement and/or the Construction Agreement;
- iii) **AND THAT** the Vendors, the First Confirming Party, the Second Confirming Party, the Third Confirming Party, the Fourth Confirming Party and the Developer shall, from time to time and at all times hereafter, upon every request and at the costs of the Purchaser, make, do, acknowledge, exercise, execute, confirm and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the Said Share And The Rights And Properties Appurtenant Thereto, the Said Unit and the Parking Space, if any and the undivided proportionate share of the Common Portions **TOGETHER WITH** the benefits, rights and properties hereby granted, unto the Purchaser, in the manner aforesaid;
- iv) **AND THAT** the Vendors and/or the Maintenance Company, shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at the costs of the Purchaser, produce or cause to be produced to the Purchaser or to the Purchaser's attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority, for inspection or otherwise, as occasion shall require, the original Title Deeds of the Premises (which are presently in the possession of the Vendors) and also shall, at the like request and costs of the Purchaser, deliver to the Purchaser such attested or other copies or extracts therefrom, as the Purchaser may require and shall in the meantime, keep the same safe, unobliterated and uncanceled;
- v) **AND THAT** the Vendors, the First Confirming Party, the Second Confirming Party, the Third Confirming Party, the Fourth Confirming Party and the Developer shall not do anything or make any grant or term, whereby the rights of the Purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchaser as Purchaser and as a Co-Owner hereunder;

- vi) **AND FURTHER THAT** the Vendors, the First Confirming Party, the Second Confirming Party, the Third Confirming Party, the Fourth Confirming Party and the Developer shall duly fulfill and perform all their respective obligations and covenants elsewhere herein and/or in the Sale Agreement and/or in the Construction Agreement expressly contained;

IV. **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS, THE FIRST CONFIRMING PARTY, THE SECOND CONFIRMING PARTY, THE THIRD CONFIRMING PARTY, THE FOURTH CONFIRMING PARTY AND THE DEVELOPER AS FOLLOWS:**

- a) **THAT** at or before the execution hereof, the Purchaser has completely satisfied himself as to the right of the Vendors, the First Confirming Party, the Second Confirming Party and the Third Confirming Party;
- b) **THAT** the Purchaser has fully satisfied himself as to the construction of the Said Unit, the Parking Space, if any and the Common Portions regarding the workmanship, structural stability and the specifications provided for in the Construction Agreement and shall have no right or claim whatsoever or howsoever against the Vendors, the First Confirming Party the Second Confirming Party and the Third Confirming Party or any of them with regard thereto;
- c) **THAT** the Purchaser has fully satisfied himself as to the total built up area as determined by the Developer and has no claim nor shall have any claim whatsoever against the Vendors, the First Confirming Party, the Second Confirming Party, the Third Confirming Party and the Developer with regard thereto;
- d) **THAT** the Purchaser has fully satisfied himself as to the title in respect of the Premises;
- e) **THAT** the Purchaser shall observe, fulfill and perform the rules, regulations and covenants hereunder written and/or under the Sale Agreement and/or the Construction Agreement **SAVE** those thereof as have already been observed, fulfilled and performed, including, those described in the **SIXTH SCHEDULE** hereto and shall regularly pay and discharge all taxes, impositions and all other outgoings on and in connection with the Said Unit and the Parking Space, if any, wholly and the Common Portions and/or the New Building, proportionately, including the Common Expenses;

V. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- i) **THAT** the Said Unit and the Parking Space, if any, in terms hereof and/or the Construction Agreement have been constructed and completed and the Purchaser is in possession thereof;
- ii) **AND THAT** the Purchaser neither has nor shall claim from the Vendors and/or the First Confirming Party, the Second Confirming Party, the Third Confirming Party, the Fourth Confirming Party and/or the Developer and/or the other Co-Owners, any right, title or interest in any other part or portion of the Land and/or the New Building **SAVE** the Said Share And The Rights And Properties Appurtenant Thereto **AND** the Said Unit, the Parking Space, if any and the benefits, rights and properties hereby sold and conveyed;
- iii) **AND FURTHER THAT** the Vendors have confirmed to the First Confirming Party, the Second Confirming Party and the Third Confirming Party that the Vendors do not assume any liability whatsoever or howsoever in respect of the New Building and the Purchaser hereby agrees not to have any right or claim whatsoever or howsoever against the Vendors;

VI. **THE FOURTH CONFIRMING PARTY DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :**

- i) The Fourth Confirming Party has paid all sums due and payable under the Sale Agreement and the Construction Agreement and no further or other sum is payable on any account whatsoever;
- ii) The Fourth Confirming Party has not in any manner whatsoever, dealt with and/or encumbered the right, title and interest of the Fourth Confirming Party in the Said Share And The Rights And Properties Appurtenant Thereto and the Said Unit and the Parking Space, if any;
- iii) There is no default or breach on the part of the Fourth Confirming Party of any of the terms and conditions contained in the Sale Agreement and/or the Construction Agreement;
- iv) The Fourth Confirming Party has irrevocably and absolutely nominated the Purchaser in place and stead of the Fourth Confirming Party to receive this Conveyance;

- v) The Fourth Confirming Party indemnifies and agrees to keep the Purchaser saved, harmless and indemnified in respect of any loss, damage or proceedings suffered by the Purchaser on account of any of the representations and/or assurances given by the Fourth Confirming Party being found to be incorrect;
- vi) The Fourth Confirming Party has no objection to the sale being made hereunder in favour of the Purchaser;

THE FIRST SCHEDULE:

(Definitions)

The terms used in this Indenture shall, unless they be contrary and/or repugnant to the context, mean and include the following:

1. **ADVOCATES** shall mean **S.JALAN AND COMPANY**, Advocates, of 10, Old Post Office Street, Calcutta - 700 001 and also of 6/7A, Acharya Jagadish Chandra Bose Road, Calcutta- 700 017;
2. **ARCHITECT** shall mean M/s. Sanon Sen & Associates of 5, Russel Street, Calcutta - 700 071;
3. **COMMON EXPENSES** shall include all expenses to be incurred by the Co-Owners for the maintenance, management and upkeep of the New Building and the Premises and/or expenses for the Common Purposes, including those mentioned in the **FOURTH SCHEDULE** hereto ;
4. **COMMON PURPOSES** shall mean the purposes of managing and maintaining the New Building and the Premises, particularly the Common Portions, collection and disbursement of the Common Expenses and dealing with matters of common interest of the Co-Owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective Units, exclusively and the Common Portions, in common;
5. **COMMON PORTIONS** shall mean all the common areas, driveways, facilities, amenities, erections, constructions and installations to comprise in the Premises and/or the New Building, more fully mentioned in the **THIRD SCHEDULE** hereto and expressed or intended for common use and enjoyment by the Co-Owners;
6. **CO-OWNERS** shall, according to its context, mean all persons who acquire or agree to acquire or own Units or Parking Spaces or other portions of the New Building, including, the Vendors and the Developer, for those Units not alienated or agreed to be alienated;
7. **CORPORATION** shall mean the Calcutta Municipal Corporation and shall also include the Calcutta Metropolitan Development Authority and other concerned authorities, which have sanctioned the Plans and ratified the construction of the New Building and/or are otherwise concerned with imposition of rates and taxes;
8. **COVERED AREA** shall, according to its context, mean the Built Up Area, i.e. the plinth area of the Said Unit, including, the thickness of the internal and external walls and pillars **PROVIDED THAT** if any wall be common between 2 (Two) Units, then 1/2 (One-Half) of the area under such wall shall be included in each such Unit;
9. **DEVELOPMENT AGREEMENT** shall mean the Agreement dated the 27th January, 1990, between the Deceased, the Third Confirming Party and the Developer, in connection with the development of the Premises;
10. **LAND** shall mean the Land contained in the Premises more fully described in the **SECOND SCHEDULE** hereto;
11. **MAINTENANCE COMPANY** shall mean "**IDEAL PLAZA SERVICES PRIVATE LIMITED**", a company having its registered office at 11/1, Sarat Bose Road, Calcutta - 700 020, which company has been formed for maintenance and upkeep of the New Building;
12. **MAP** shall mean the Maps or Plans of the Premises and the Said Unit, annexed hereto, marked "**A**" and "**B**", respectively;
13. **NEW BUILDING** shall mean the basement and ground plus four storeyed building as has been completed by the Developer on the Premises, named and commonly known as "**IDEAL PLAZA**";
14. **PARKING SPACE** shall mean the covered space in the Premises for parking of 1 (One) medium sized motor car, more fully described in **PART-II** of the **SEVENTH SCHEDULE** hereto and agreed to be allotted to the Purchaser, if any;
15. **PLANS** shall mean the plans, drawings and specifications of the New Building, prepared by the Architect and sanctioned by the concerned authorities, including the Corporation, vide Building Sanction No. 53(B-8) dated 4.11.1992 **PROVIDED THAT** it shall also include all alterations/ modifications therein, from time to time, made with the approval of the Architect and/or the Corporation;
16. **PREMISES** shall mean the Premises described in the **SECOND SCHEDULE** hereto and delineated on

the Map marked "A" and bordered "RED" thereon and shall also include the New Building constructed and completed thereon, wherever the context so permits;

17. **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the Covered Area of any Unit be to the Covered Area of all the Units in the New Building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the Common Expenses, then, such share of the whole shall be determined on the basis on which such rates and/or taxes are being levied, i.e. in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective Units by the Co-Owners, respectively;
18. **SAID SHARE AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** shall mean and include the Undivided Impartible Proportionate Share appurtenant to the Said Unit and the Parking Space, if any **TOGETHER WITH** the benefit and/or share of the Plans relating to the Said Unit, the Parking Space, if any and the proportionate benefit of the Plans relating to the Common Portions;
19. **SAID UNIT** shall mean the Unit described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "B" and bordered "GREEN" thereon;
20. **SALE AGREEMENT and CONSTRUCTION AGREEMENT** shall mean the agreements dated 16th June, 1993 whereunder the Fourth Confirming Party has agreed to acquire the Said Share And The Rights And Properties Appurtenant Thereto from the Deceased and have the Said Unit and the Parking Space, if any and the Common Portions constructed through the Developer, respectively;
21. **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE** shall mean the undivided share in the Land contained in the Premises described in the **SECOND SCHEDULE** hereto, attributable to the Said Unit and, inter alia, agreed to be sold to the Fourth Confirming Party under the Sale Agreement, which shall always be impartible and shall be proportionate to the Covered Area of the Said Unit, the Parking Space, if any, and shall also include such shares in the Covered Area of all the Units in the New Building, wherever the context permits;
22. **UNITS** shall mean the spaces constructed in the New Building, intended and/or capable of being exclusively owned, held and/or occupied by any Co-Owner;

Note :

1. **SINGULAR** shall include the plural and vice versa;
2. **MASCULINE** gender shall include the feminine and neuter gender and vice versa;

THE SECOND SCHEDULE :

(The Premises)

ALL THAT the piece or parcel or plot of land admeasuring 2 (Two) Bighas 9 (Nine) Cottahs 2 (Two) Chittacks and 40.66 (Forty Point Sixty Six) Square Feet, more or less, **TOGETHER WITH** the structures and boundary walls erect and/or built thereon, situate, lying at and being Municipal Premises No. 11/1 (formerly being Premises Nos. 11/1 and 11/2), Sarat Bose Road, Calcutta-700 020, Police Station Bhowanipore (formerly within Holding No. 45, Kashia Bagan, Division 6, Sub-Division I), Sub Registry Alipore, District South 24 Parganas, within the limits of Ward No.70 of the Calcutta Municipal Corporation and delineated on the Map annexed hereto marked "A" and bordered "RED" thereon and butted and bounded as follows:

- ON THE NORTH :** Partly by Premises No. 9, partly by Premises No. 9/1 and partly by Premises No. 11, Sarat Bose Road.
- ON THE EAST :** By Municipal Road known as Sarat Bose Road.
- ON THE SOUTH :** By Passage of Premises No. 11, Sarat Bose Road.
- ON THE WEST :** By Premises No. 11, Sarat Bose Road.

THE THIRD SCHEDULE :

(The Common Portions)

1. **AREAS:**
 - (a) Entrance and exits to the Premises and the New Building, including drive ways **SAVE AND EXCEPT** the area reserved for open car parks.
 - (b) Durwan's Goomti, if any.
 - (c) Boundary walls and main gates of the Premises.
 - (d) Staircase and lobbies on all the floors.
 - (e) Entrance lobby, electric/utility room, water pump room, generator room and the office room to be used by the Maintenance Company.

- (f) Common installations on the roof **SAVE AND EXCEPT** the area under the garden.
- (g) Lift well, chute, machinery room etc.

2. **WATER, PLUMBING AND DRAINAGE :**

- (a) Water drainage and sewage evacuation lines and other installations for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
- (b) Water supply system.
- (c) Water pump, motor, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit and/or exclusively for its use).

3. **ELECTRICAL INSTALLATIONS :**

- (a) Electrical wiring and other accessories (excluding only those as are installed within the exclusive area of any Unit and/or exclusively for its use) together with the space required for installation of the same.
- (b) Lighting fixtures and fittings of the Common Portions.
- (c) Lift cage, cables, machinery and accessories.
- (d) Reservoir, pipelines and other accessories for fire fighting.

4. **OTHERS :**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

- 5. Electrical installations relating to transformer and sub-station for receiving electricity from suppliers and meters for recording the supply.
- 6. Generator for lighting the staircases, lobbies and other common areas and for operating lifts, water pump and motors.
- 7. Air conditioning system and allied equipment.

Note: The roof or terrace, parking spaces (open or covered) and all other open spaces not required for ingress or egress to and from the Said Unit, shall not be and/or be deemed to be contained in the Common Portions.

**THE FOURTH SCHEDULE:
(The Common Expenses)**

1. **MAINTENANCE :**

All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Unit) walls of the New Building.

2. **OPERATIONAL :**

All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including, transformers, generators, air conditioning plant & equipments, pumps, motors, lifts and other common installations, including, their licence fees, taxes and other levies, if any and the lights of the Common Portions.

3. **STAFF :**

The salaries of and all other expenses of the staff to be employed for the Common Purposes, including, managers, clerks, durwans, security personnel, liftmen, sweepers, plumbers, electricians etc, including their perquisites, bonus and other emoluments and benefits.

4. **MAINTENANCE COMPANY :**

All expenses of the Maintenance Company including its office and miscellaneous expenses.

5. **INSURANCE :**

Insurance premium for insuring the New Building and/or the Common Portions, inter alia, against earth quake, fire, mob violence, damages, civil commotion etc.

6. **FIRE FIGHTING :**

Costs of installing and operating the fire fighting equipments.

7. **COMMON UTILITIES :**

All charges and deposits for supplies of common utilities to the Co-Owners in common.

8. **AIR CONDITIONING CHARGES :**

All charges and expenses for operating, servicing, maintaining, repairing, replacing and modifying the central air conditioning plant installed at the New Building.

9. **ELECTRICITY :**

Electricity charges for the electrical energy consumed for the operation of the Common Portions.

10. **LITIGATION :**

All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Portions.

11. **RATES AND TAXES :**

Municipal Tax, Surcharge, Multistoried Building Tax, Water Tax, Urban Land Tax and other levies in respect of the Premises and the New Building SAVE those separately assessed on the Purchaser.

12. **RESERVES AND MISCELLANEOUS :**

All other expenses, taxes, rates and other levies as are deemed to be necessary or incidental or liable to be paid by the Co-Owners in common, including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

THE FIFTH SCHEDULE :

(Easements)

1. The Co-Owners shall allow each other, the Vendors, the First Confirming Party, the Second Confirming Party, the Developer and the Maintenance Company the following rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right of common passage, user and movement in all the Common Portions **SAVE AND EXCEPT** the portions specifically excluded in the **THIRD SCHEDULE**;
- ii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the New Building, including, the Said Unit and the Parking Space, if any;
- iii) Right of support, shelter and protection of each portion of the New Building by other and/or others thereof;
- iv) The absolute, unfettered and unencumbered right over the Common Portions **SUBJECT TO** the terms and conditions herein contained **SAVE AND EXCEPT** the portions specifically excluded in the **THIRD SCHEDULE**;
- v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Share And The Rights And Properties Appurtenant Thereto and/or the Said Unit and the Parking Space, if any;
- vi) The right, with or without workmen and necessary materials, to enter upon the New Building, including, the Said or any other Unit and the Parking Space, if any, for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (Forty Eight) hours previous notice in writing to the Co-Owners affected thereby.

THE SIXTH SCHEDULE :

(Covenants, Rules And Regulations)

1. **TRANSFER & DISMEMBERMENT :**

- 1.1 The Purchaser shall not, at any time, claim partition of the Undivided Impartible Proportionate Share and/or the Common Portions.
- 1.2 **SUBJECT TO** the provisions contained in this Conveyance **AND SUBJECT TO** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive ownership, possession and enjoyment of the Said Unit and the Parking Space, if any and the same shall be heritable and transferable as other immovable properties.
- 1.3 In case the Purchaser divests itself of its right in the Said Share And The Rights And Properties Appurtenant Thereto, the Said Unit and the Parking Space, if any and the undivided proportionate share in the Common Portions, then such transfer shall be accompanied by the transfer of all share or interest the Purchaser may have in the New Building and the Premises and such transfer shall be **SUBJECT TO** the condition that the transferee shall abide by all the covenants and pay all amounts payable by the Purchaser hereunder and such transferee shall also have all the rights

as the Purchaser may have hereunder. Moreover, any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the Said Share And The Rights And Properties Appurtenant Thereto, the Said Unit and the Parking Space, if any and the undivided proportionate share in the Common Portions.

MUTATION, TAXES AND IMPOSITIONS :

2. The Purchaser shall apply for and have the Said Unit and the Parking Space, if any, separately assessed for the purpose of assessment of Municipal rates and taxes.
 - 2.1 The Purchaser shall apply for and have the Said Unit and the Parking Space, if any, separately assessed for the purpose of assessment of Municipal rates and taxes.
 - 2.1.1 In case the Purchaser fails to apply for mutation despite being called upon to do so by the Developer, then and in such event, the Developer shall be entitled to have the same effected at the costs and expenses of the Purchaser and the Purchaser shall pay to the Developer such costs and expenses within 15 (Fifteen) days of being called upon by the Developer, without prejudice to the other rights of the Developer.
 - 2.2 Until such time as the Said Unit and the Parking Space, if any, be not separately assessed and/or mutated in respect of all taxes and impositions, the Purchaser shall bear and pay the proportionate share of the taxes.
 - 2.3 Upon the mutation of the Said Unit and the Parking Space, if any, in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the Said Unit and the Parking Space, if any and proportionately, in respect of the Common Portions.
 - 2.4 Apart from the amount of such taxes and impositions, the Purchaser shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.
 - 2.5 All taxes, impositions and outgoings, including, penalties, costs, charges and expenses in respect of the Premises and the New Building accruing till the Date of Possession shall be paid, borne and discharged by the Developer exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchaser, wholly, in case the same relates exclusively to the Said Unit and the Parking Space, if any and proportionately, in case the same relates to the Premises and the New Building.
 - 2.6 The terms "Taxes" and "Imposition" referred to in the various sub-clauses of Clause 2 immediately preceding shall include Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, Urban Land Tax, Betterment Fees, Water Tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time.

3. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :

- 3.1. The Maintenance Company shall, at all times, maintain the New Building and particularly the Common Portions.
- 3.2 The Purchaser shall not, in any manner, interfere or raise any objection whatsoever in or with the said functions of the Maintenance Company relating to the Common Purposes.
- 3.3 The Maintenance Company shall frame such rules, regulations and bye-laws for the Common Purposes as the Maintenance Company may consider reasonable but not inconsistent with the provisions herein and the Purchaser shall abide by the same.

4. ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC. :

- 4.1 The Purchaser shall, at its cost, wholly, in case it relates to the Said Unit and the Parking Space, if any or any part thereof and proportionately, in case it relates to all the Units in the New Building and/or the Common Portions, make all alterations and/or additions as be required to be made by the Corporation or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

5. USER OF THE SAID UNIT, THE PARKING SPACE, IF ANY AND THE COMMON PORTIONS :

- 5.1 The Purchaser shall, at its own costs and expenses, do the following:
 - 5.1.1 Keep the Said Unit and the Parking Space, if any and every part thereof and all fixtures and fittings therein or exclusive thereto, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
 - 5.1.2 Use the Said Unit and the Parking Space, if any and all the Common Portions carefully, peacefully and quietly and only for the purposes for which they are meant.
 - 5.1.3 Use all paths, passages and staircases (save those reserved hereunder by the Developer or the Maintenance Company) for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Maintenance Company, in writing.

- The Purchaser shall **NOT** do the following :
- 5.2 Obstruct the Maintenance Company in their acts relating to the Common Purposes.
 - 5.2.1 Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Portions.
 - 5.2.2 Injure, harm or damage the Common Portions or any other Units in the New Building, by making any alterations or withdrawing any support or otherwise.
 - 5.2.3 Alter any portion, elevation or colour scheme of the New Building.
 - 5.2.4 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **SAVE** at the places indicated therefor.
 - 5.2.5 Place or cause to be placed any article or object in the Common Portions.
 - 5.2.6 Use the Said Unit or any part thereof for any purpose other than for office/showroom/other sanctioned purpose.
 - 5.2.7 Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit or the Common Portions.
 - 5.2.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the New Building and/or the adjoining building or buildings.
 - 5.2.9 Use or allow the Said Unit and the Parking Space, if any or any part thereof to be used for any club, nursing home, hospital, boarding house or other purpose, without the consent of the Maintenance Company.
 - 5.2.10 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the New Building and/or outside walls of the Said Unit and the Parking Space, if any **SAVE** at the place or places provided therefor or approved in writing by the Maintenance Company.
 - 5.2.12 Obstruct or object to the Developer and/or the Vendors using, allowing others to use, transferring or making any construction on any part of the Premises and/or the New Building **SAVE** the Said Unit and the Parking Space, if any.
 - 5.2.13 Obstruct the Developer and/or the Vendors in selling or granting rights to any person on any part of the Premises and/or the New Building (excepting in the Said Unit and the Parking Space, if any).
 - 5.2.14 Obstruct the Developer in selling or granting rights of ingress and egress to any person to and from any part of the Premises and/or the New Building (excepting in the Said Unit and the Parking Space).
 - 5.2.15 Object to the Developer/Maintenance Company charging maintenance charges at differential rates in respect of areas other than the Units (including the Said Unit).
 - 5.2.16 Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Parking Space, if any, unless such storage is allowed by law.
 - 5.2.17 Affix or draw any wire, cable, pipe from, to or through the Common Portions or outside walls of the New Building or other Units **SAVE** in the manner indicated by the Maintenance Company.
 - 5.2.18 Keep any heavy articles or things which are likely to damage the floors or operate any machine **SAVE** usual office appliances.
 - 5.2.19 Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the New Building.
 - 5.2.20 Affix or change windows other than according to the approved specifications of the Maintenance Company and on obtaining prior written permission of the Maintenance Company.
 - 5.2.21 Change the colour scheme of the windows and the main door of the Said Unit other than according to the specifications of the Maintenance Company and on obtaining prior written permission of the Maintenance Company.

6. **PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES :**

- 6.1 The deposits and payments to be made by the Purchaser in terms hereof, including, those mentioned hereinabove shall be made by the Purchaser within 8 (Eight) days of the Maintenance Company leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchaser.
- 6.2 The Purchaser shall regularly and punctually pay the proportionate share of the Common Expenses as per the bills raised by the Maintenance Company, without raising any objection.
- 6.3 It is clarified that, out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments by the Purchaser to the Maintenance Company, at the Maintenance Company's discretion.

7. MISCELLANEOUS :

- 7.1 Any delay or indulgence by the Maintenance Company in enforcing the terms of this Conveyance or any forbearance or giving of time to the Purchaser shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Maintenance Company.
- 7.2 Whenever any amounts are expressly payable by the Purchaser hereunder, the same shall wholly be payable by the Purchaser in case the same relates only to the Said Unit and the Parking Space, if any and proportionately in case they relate to the Premises and the Common Portions, unless otherwise specifically mentioned.
- 7.3 All amounts becoming due and payable hereunder and the liability for the same shall be and shall remain a charge on the Said Unit and the Parking Space, if any.
- 7.4 In case of non-payment or delayed payment of the bills of the Maintenance Company, the electricity connection/water supply to the Said Unit shall be liable to be cut off, till such times all dues with penalty (as decided by the Maintenance Company) are paid and cleared.
- 7.5 All charges for the electricity consumed including that for air conditioning in the Said Unit shall be borne and paid by the Purchaser. Bills for such consumption shall be raised by the Maintenance Company and punctually paid by the Purchaser, failing which the Maintenance Company shall be entitled to discontinue all services to the Said Unit.
- 7.6 The Purchaser shall indemnify and keep the Maintenance Company saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained herein.
- 7.7 The Purchaser shall not have any right to the unsold parking spaces and the Purchaser shall not raise any objection to the Developer dealing with the same in any manner whatsoever.

THE SEVENTH SCHEDULE :

PART-I

(The Said Unit)

ALL THAT the Said Unit being an Office Space, bearing No.301B (presently renumbered as Unit No.S305) on the 3rd Floor in the South Block of the New Building known as "IDEAL PLAZA" and having a Covered Area of 470 (Four Hundred Seventy) Square Feet, more or less, delineated on the Map marked "B" and bordered "GREEN" thereon.

PART-II

(The Parking Space)

Nil

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

EXECUTED AND DELIVERED by the
VENDORS at Calcutta in the

presence of:

Anwar Sahas
50, J.N Road, Kol-71

Harmathy
Harmathy SAHABER
4/6, J. B Road, Cal-36

Pradeep Kumar Ghosh.

Sanil Krishna Ghosh

EXECUTED AND DELIVERED by the
FIRST CONFIRMING PARTY at

Calcutta in the presence of:

Anwar Sahas

Harmathy

Smriti Rani Mitra.

EXECUTED AND DELIVERED by the
SECOND CONFIRMING PARTY at
Calcutta in the presence of :

Anjan Saha
H. M. Datta

Pradip Kumar Ghosh

EXECUTED AND DELIVERED by the
THIRD CONFIRMING PARTY at
Calcutta in the presence of :

Anjan Saha
H. M. Datta

NORTHERN PROPERTIES PRIVATE LTD.

R. K. Haldar
Director

EXECUTED AND DELIVERED by the
FOURTH CONFIRMING PARTY at
Calcutta in the presence of :

Anjan Saha
H. M. Datta

Jayshree Poddar

EXECUTED AND DELIVERED by the
DEVELOPER at Calcutta in the
presence of :

Anjan Saha
H. M. Datta

For IDEAL PLAZA PVT. LTD.

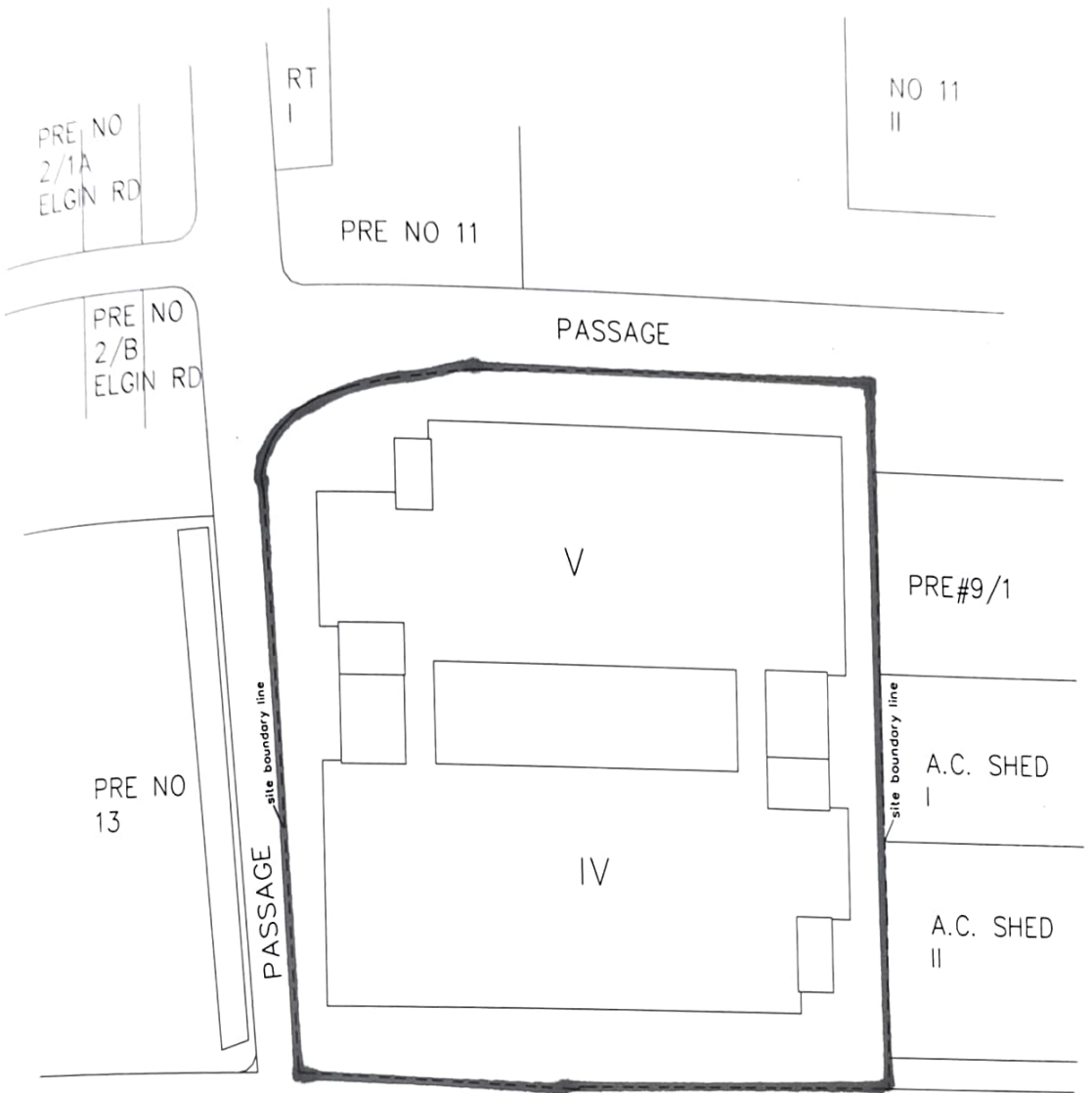
S. K. Haldar
Director

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

Anjan Saha
H. M. Datta

Hassan Ahmed

"A"



← 25.604 m WIDE SARAT BOSE ROAD →

Hoshad Asmera

Jayshree Poddar

SITE PLAN

Smriti Rani Mitra

Sunil Kishore Shukla

Pradip Kumar Shukla

For NORTHERN PROPERTIES PRIVATE LTD.

[Signature]
Director

IDEAL PLAZA

11/1 Sarat Bose Road

Calcutta 700 020

[Signature]

"B"



Harshad Asmera

Jayshree Poddar

THIRD FLOOR PLAN

Smriti Kaniwatra

Sunil Krishna Ghosh

Pradip Kumar Ghosh

FOR NORTHERN PROPERTIES PRIVATE LTD.

Director

IDEAL PLAZA

11/1 Sarat Bose Road
Calcutta 700 020

For IDEAL PLAZA PVT. LTD.

S. H. H. H.

Director

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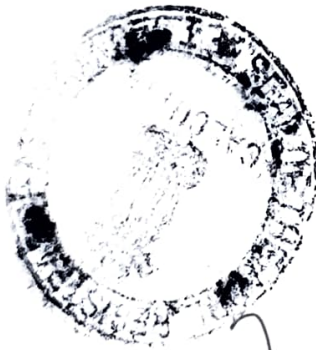
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Additional Registrar
Additional Registrar

09/3/04



Additional Registrar
Additional Registrar

27/3/02

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