74/14720
Friday,July 30 ,2021
7:38 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 16389 दिनांक: 30/07/2021

गावाचे नाव: सोनखार (मुंब्रा)
दस्तऐवजाचा अनुक्रमांक: टनन2-14720-2021
दस्तऐवजाचा प्रकार : खरेदीखत
सादर करणाऱ्याचे नाव: इरशाद अहमद मुनीर खान - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1800.00
पृष्ठांची संख्या: 90	
एकूण:	रु. 31800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
7:54 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Thane 2
सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. २

बाजार मुल्य: रु.21667627 /-
मोबदला रु.22831400/-
भरलेले मुद्रांक शुल्क : रु. 1370000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2907202116641 दिनांक: 30/07/2021
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004284955202122E दिनांक: 29/07/2021
बँकेचे नाव व पत्ता:

NOTARY
M. H. KHAN
GOVT. OF INDIA

मुळ दस्त मिळाला

30/07/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2
दस्त क्रमांक : 14720/2021
नोंदणी :
Regn:63m

गावाचे नाव : सोनखार (मुंब्रा)

(1)विलेखाचा प्रकार	खरेदीखत
(2)मोबदला	22831400
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	21667627
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: मौजे- सोनखार(मुंब्रा)तालुका आणि जिल्हा-ठाणे येथील सर्वे नं- 69(पार्ट)ज्याचे एकूण क्षेत्र हे..आर.चौ.मी. 2-10-40 पोटखराब क्षेत्र हे.आर.चौ.मी. 0-16-70 असे एकूण क्षेत्र हे.आर.चौ.मी. 2-27 -10 त्या पैकी 3238.45 चौ.मी. म्हणजेच 32.01 गुंठे सर्वे नं- 68(पार्ट)ज्याचे एकूण क्षेत्र हे..आर.चौ.मी. 1-43-10 पोटखराब क्षेत्र हे.आर.चौ.मी. 0-05-10 असे एकूण क्षेत्र हे.आर.चौ.मी. 1-48 -10 त्या पैकी 313.62 चौ.मी. म्हणजेच 3.10 गुंठे खुली जमीनचे खरेदीखत. एकुण 3552.07 चौ मी म्हणजेच 35.11 गुंठे((SUB PLOT NUMBER : 69(PART) ;))
(5) क्षेत्रफळ	1) 3552.07 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-नरोत्तम नगर को-ऑप.हौसिंग सो.लि. तर्फे चेअरमन नरेंद्र कन्हैयालाल मुंद्रा - - वय:-61; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस - अमृत नगर जुना पुणे रोड, मुंब्रा तालुका आणि जिल्हा-ठाणे , ब्लॉक नं: ऐडमिनिस्ट्रेटर ऑफिस , तळ मजला, गणेश दर्शन बिल्डिंग, गीता सोसायटी जवळ, जुना आग्रा रोड, ठाणे पश्चिम , रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-AAEFN5778L 2): नाव:-नरोत्तम नगर को-ऑप.हौसिंग सो.लि. तर्फे मॅनेजिंग कमिटी मेम्बर सुनिल कदम - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस - अमृत नगर जुना पुणे रोड, मुंब्रा तालुका आणि जिल्हा-ठाणे , ब्लॉक नं: ऐडमिनिस्ट्रेटर ऑफिस , तळ मजला, गणेश दर्शन बिल्डिंग, गीता सोसायटी जवळ, जुना आग्रा रोड, ठाणे पश्चिम , रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-AAEFN5778L 3): नाव:-अंबर अपार्टमेंट मेकर्स प्रा.लि. तर्फे डायरेक्टर अनिल एस. मित्तल - तर्फे कु मू संजय एस इंदोरिया वय:-51; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस 16 मजला, बी-विंग, मित्तल टॉवर, 161 नरिमन पॉईट, मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400021 पॅन नं:-AAACA4865A 4): नाव:-अंबर अपार्टमेंट मेकर्स प्रा.लि. तर्फे अधिकृत सही करणार रमेश वालेचा - तर्फे कु मू संजय दोशी वय:-60; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस 16 मजला, बी-विंग, मित्तल टॉवर, 161 नरिमन पॉईट, मुंबई , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400021 पॅन नं:-AAACA4865A
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-इरशाद अहमद मुनीर खान - - वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 703ए विंग धावते टॉवर राबोडी ठाणे, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, THANE. पिन कोड:-400612 पॅन नं:-AOAPK8147E
(9) दस्तऐवज करुन दिल्याचा दिनांक	30/07/2021
(10)दस्त नोंदणी केल्याचा दिनांक	30/07/2021
(11)अनुक्रमांक,खंड व पृष्ठ	14720/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1370000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

30/07
सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

NOTARY GOVT. OF INDIA M.H. KHAN Regd. No. 7179 THANE

THE SEAL OF THE SUB-REGISTRAR ठाणे-२ वांधी मुद्रा ठाणे - २ THANE-2

CHALLAN
MTR Form Number-6

GRN MH004284955202122E	BARCODE	Date 29/07/2021-19:49:17	Form ID 25.1

Department Inspector General Of Registration	
Type of Payment Stamp Duty / Registration Fee	
Office Name THN9_THANE NO 9 JOINT SUB REGISTRAR	
Location THANE	
Year 2021-2022 One Time	

Payer Details

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	AOAPK8147E
Full Name	IRSHAD AHMED MUNIR KHAN
Flat/Block No.	LAND BEARING SURVEY No.68 PART AND 69 PART.
Premises/Building	
Road/Street	VILLAGE SONKHAR.
Area/Locality	TAL. AND DIST. THANE
Town/City/District	
PIN	4 0 0 6 1 2
Remarks (If Any)	PAN2=AAEFN5778L~SecondPartyName=NAROTTAM NAGAR CO OPERATIVE HOUSING SOCIETY LTD~

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	1370000.00
0030063301 Registration Fee	30000.00
Total	14,00,000.00

Amount In Words: Fourteen Lakh Rupees Only

टनन - २
दस्त क्रमांक ७७२० /२०२१
९ / २०

Payment Details	STATE BANK OF INDIA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	00040572021072940338	IK0BEYSSC5
Bank Date	RBI Date	29/07/2021-19:24:50	Not Verified with RBI
Bank-Branch		STATE BANK OF INDIA	
Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणीकरावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

THE SEAL OF THE SUB-REGISTRAR ... THANE-2

NOTARY M. H. KHAN Reg. No. 7179 THANE MAHARASHTRA GOVT. OF INDIA

Print Date 29-07-2021 07:50:49

ठनन - २
दस्त क्रमांक १११७०/२०२१
३ / ९०

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made at Thane this 30th day of June in the Christian Year Two Thousand and Twenty One (2021);

BETWEEN

NAROTTAM NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, vide Registration No. TNA/TNA/ HSG/2557/ 1988-89 dated 23rd March 1989 and having its registered office at Amrut Nagar, Old Pune Road, Mumbra, Taluka and District Thane, and having its Administrative office at Ground Floor, Ganesh Darshan Building, Near Geeta Society, Old Agra Road Thane (W) 400 601, Maharashtra, hereinafter referred to as "**the Vendor No.1**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **FIRST PART**;

AND

AMBER APARTMENT MAKERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 16th Floor, B-Wing, Mittal Tower, 161, Nariman Point, Mumbai – 400 021, hereinafter referred to as "**the Vendor No.2**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **SECOND PART**;

AND

MR. IRSHAD AHMED MUNIR KHAN, adult, Indian inhabitant, of Thane, residing at Flat No.703, 7th floor, Ghawate Tower, A-wing, Second Rabodi, Thane-400601, hereinafter referred to as "**the Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **THIRD PART**;

THE SEAL OF THE SUB-REGISTRAR ... THANE - 2

The Vendor No. 1 and the Vendor No. 2 are hereinafter collectively referred to as "**the Vendors**". The Vendors and the Purchaser shall hereinafter

NOTARY M. H. KHAN Reg. No. 7179 THANE MAHARASHTRA GOVT. OF INDIA

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दस्त क्रमांक ५७२० /२०२१
४ / १०

collectively be referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. Originally, the Vendor No. 1 was seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of the land bearing Survey No. 35 /1, 35 / 2, 37 / 1/B, 39 / 1, 39 / 2, 39 /3/ A,39/3/ B, 40 /1,40 /2, 41 to 49, 50/1, 50/2, 51/1, 51/2, 52, 53 to 61, 63, 64/1, 64/2, 65, 66/1, 66/2, 67, 68/ 1, 68/ 2,115 to 125 situate at Village Mumbra and Survey No. 53 to 77 at Village Sonkhar, Taluka and District Thane, Maharashtra, more particularly described in the First Schedule hereunder written (herein referred to as "**the Larger Property**");

B. The Vendor No.1 became entitled to a portion of the Larger Property (being the lands described in the Schedule D to below referred consent decree), by virtue of a consent decree dated 26/03/1979 passed by the Hon'ble Bombay High Court in Appeal No. 621 of 1975 between Mr. Sunderdas M. Sutaria and the Vendor No.1 as the "Appellants" and Mr. Narottam Keshavlal Shah as the "Respondent". The Vendor No.1 became entitled to remaining portions of the Larger Property vide registered Deeds of Conveyance;

C. The Vendor No. 1 is a registered co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 ("**Societies Act**") under Registration No. TNA/TNA/ HSG/2557/ 1988-89 dated 23rd March 1989;

D. Due to urbanization and development of the region and inclusion of the aforesaid Village MUMBRA and Village SONKHAR in the corporation limits of Thane Municipal Corporation ("**TMC**"), agricultural activities on the Larger Property was not possible to its fullest extent and therefore on application and request of the Vendor No. 1 (then registered and known as "**Narottam Nagar Co-operative Farming Society Ltd.**"), the Dy. Registrar of Societies, Thane, passed Order bearing No. B-3/Farming/Narottam Nagar/5689/88-89 dated 23rd March 1989 converting the Vendor No. 1 into a Housing society

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दस्त क्रमांक ७५२० /२०२१

under sections 17 and section 12 of the Societies Act. A copy of the said Order dated 23/08/1989 is annexed hereto as **Annexure "A"**;

E. The name of the Vendor No.1 was accordingly updated in the Revenue Records as the owner in respect of the Larger Property and the 7/12 extracts presently record the name of the Vendor No.1 as the owner of the Larger Property excluding the areas/portions of the Larger Property which have been sold to third parties or surrendered/ transferred to TMC;

By and under a resolution dated 9th June, 1990, duly passed by the General Body of the Vendor No.1, for the development of the Larger Property into the residential complex and for development of infrastructure for the proposed development, the Vendor No. 2 was entrusted with all the rights for development of the Larger Property;

G. By and under a Development Agreement dated 21st January 1991 (hereinafter referred to as **"the said Development Agreement"**) executed between the Vendor No.1 and the Vendor No.2, the Vendor No.1 has granted the entire developmental rights of the entire Larger Property to the Vendor No.2, at or for the consideration and in the manner stated therein. The said Development Agreement has been adjudicated, vide EVN No. 617/11 dated 21.03.2011, for payment of stamp duty and is stamped in accordance with the provisions of the Bombay Stamp Act, 1958. In pursuance of the said Development Agreement, the Vendor No.2 is in possession of the Larger Property excluding the areas/portions of the Larger Property which have been sold to third parties or surrendered/ transferred to TMC);

H. Presently, several parts of the Larger Property have been reserved for Public purpose amenities such as Recreation Ground, Industrial Ground, S.T.P. Thane Municipal Transportation, 30 metres D.P. Roads, Secondary School and Primary School etc. under the Development Plan for Thane City. On account of the aforesaid reasons and also certain other regulatory/ municipal restrictions, the Vendor No.2 could not develop the Larger Property;

I. After necessary negotiations, the Vendors have agreed to sell and the Purchaser has agreed to purchase, all those pieces and parcels of the

THE SEAL OF THE SUB REGISTRAR ... THANE - 2

NOTARY M. H. KHAN Reg. No. 7179 THANE MAHARASHTRA GOVT. OF INDIA

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land admeasuring approximately 3552.07 sq. mtrs. or thereabouts equivalent to **35.11 Gunthas** or thereabouts being a portion of the Larger Property and comprised in **Survey No.68 (part)** (admeasuring 313.62 sq. mtrs. or thereabouts equivalent to **3.10 Gunthas** or thereabouts) and a portion of the Larger Property and comprised in **Survey No.69 (part)** (admeasuring 3238.45 sq. mtrs. or thereabouts equivalent to **32.01 Gunthas** or thereabouts)of Village **SONKHAR** Taluka Thane and District Thane within Thane Municipal Corporation limit as shown demarcated with **PINK** colour hatched lines on the plan hereto annexed as **Annexure "B"** and more particularly described in the **Second Schedule** hereunder written (hereinafter collectively referred to as the "**the said Property**"), for the lumpsum consideration of **Rs.2,28,31,400/-** (Rupees Two Crores Twenty Eight Lakhs Thirty One Thousand and Four Hundred only);

J. The survey of a portion of the Larger Property located in Village Sonkhar (which includes the said Property) has already been conducted by T. I. L. R. under M. R. Nos. 9132/2018 and copies of the survey plans issued by T. I. L. R have been shared by the Vendors with the Purchaser. The Purchaser has perused and considered the same;

K. The Purchaser is fully aware and understands that after purchasing the said Property, it shall be sole responsibility of the Purchaser to apply to and cause, at the costs of the Purchaser, the Land Revenue/ Land Records authorities to carry out due sub-division of the said Property from the remaining portions of the aforesaid two survey numbers and to issue separate 7/12 Extract for the said Property, latest within 3 (three) months from the date of this Deed of Conveyance;

L. The Vendor No.1 and the Vendor No.2 have represented to the Purchaser as under:

(i) Neither the Vendor No.1 nor the Vendor No.2 have created any encumbrance or third party rights on the said Property or any part thereof in favour of any person or entity;

(ii) The Vendor No.2 is in physical and legal possession of the said Property;

THE SEAL OF THE SUB-REGISTRAR, THANE-2

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(iii) No attachment order has been passed by any court, tribunal or authority in respect of the said Property or any part(s) thereof;

(iv) All taxes, land revenue and other outgoings in respect of the said Property have been duly paid upto the date of execution hereof;

(v) there are no litigations subsisting in respect of the said Property or any part/s thereof;

(vi) The said Property is not subject to any acquisition, requisition under Urban Land Ceiling Act or Agriculture Land Ceiling Act or under any planning Law or by local Authority.

M. The Purchaser has caused the title of the said Property to be investigated through his Advocates and the Purchaser is fully satisfied with the title of the Vendors to the said Property. The Purchaser has through his Architects/ Engineers carried out technical/ architectural due diligence in respect of the said Property (including but not limited from Coastal Regulation Zone point of view) and the Purchaser is fully satisfied with the technical/architectural aspects of the said Property including but not limited to the area/ admeasurement, permitted user, zone, developability, etc.;

N. The Purchaser is aware that parts of the lands bearing Survey No. 68 (part) & 69 (part) are reserved for 30 metres D.P. Road under the Development Plan for Thane City (shown demarcated in **Red colour wash** on the plan hereto annexed as **Annexure "C"** and the same is hereinafter referred to as **"the said Adjacent D. P. Road Land"**). The D.P. Road is part of the layout of a larger land for which the in-principal approval has been granted by the Thane Municipal Corporation (**"TMC"**) referred below. The Vendor No. 1 and the Vendor No.2 agree and undertake to transfer/ surrender the said Adjacent D. P. Road Land to TMC upon a demand from TMC at the earliest possible. Until the said Adjacent D. P. Road Land is transferred / surrendered to TMC, the Purchaser shall have, on non-exclusive basis, free, clear and unhindered right of ingress and egress to the said Adjacent D. P. Road Land. The Vendor No. 1 and the Vendor No.2 shall

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८ / ८०

not have any objection and further agree and undertake not to obstruct any movements, passing and re-passing of the Purchaser, his assigns, agents and his staff/ employees/ representatives, consultants/ visitors, etc., his trucks, construction vehicles, cars and other vehicles through the said Adjacent D. P. Road Land or any part thereof.

O. Out of the total consideration of **Rs.2,28,31,400/-** (Rupees Two Crores Twenty Eight Lakhs Thirty One Thousand and Four Hundred only), the Purchaser has paid the part consideration of **Rs.30,54,400/-** (Rupees Thirty Lakhs Fifty Four Thousand and Four Hundred only) [subject to deduction of Tax Deductible at Source (TDS)] to the Vendor No.2 prior to the execution of this Deed. The Purchaser has irrevocably and unconditionally agreed and undertaken to the Vendors that the Purchaser shall pay to the Vendor No.2 the balance consideration of **Rs.1,97,77,000/-** (Rupees One Crore Ninety Seven Lakhs and Seventy Seven Thousand only) latest by 24/12/2021. Simultaneously with the execution of this Deed, the Purchaser has delivered to the Vendor No. 2 post-dated cheque for the payment of the above balance consideration. Further, the possession of the said Property shall continue to remain with the Vendor No. 1 until the Purchaser makes the payment of the above balance consideration to the Vendor No.2. The Purchaser has now requested the Vendors to execute the Deed of Conveyance of the said Property in favour of the Purchaser, which the Vendors have agreed to do in the manner hereinafter appearing:

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance of the premises and in consideration of the sum of **Rs.30,54,400/-** (Rupees Thirty Lakhs Fifty Four Thousand and Four Hundred only) (subject to deduction of TDS under Section 194 IA of the Income Tax Act, 1961) paid by the Purchaser to the Vendor No.2 prior to the execution of these presents as part payment of the consideration agreed to be paid by the Purchaser (the payment and receipt of the payment the Vendor No.2 do hereby admit and acknowledge and of and from the same and every part thereof forever

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acquit release and discharge the Purchaser) and the irrevocable and unconditional undertaking of the Purchaser to pay the balance consideration of Rs.1,97,77,000/- (Rupees One Crore Ninety Seven Lakhs and Seventy Seven Thousand only) (hereinafter referred to as "**the Balance Consideration**") (subject to deduction of applicable TDS) to the Vendor No. 2 latest by 24/12/2021 (time being of essence), they the Vendor No. 1 doth hereby grant, sell, convey, transfer and assure all its rights, title, interest and share being the ownership and the Vendor No.2 doth hereby transfer, assign and assure all its rights, title, interest and share being the development rights unto the Purchaser, all those pieces and parcels of the land admeasuring approximately 3552.07 sq. mtrs. or thereabouts equivalent to **35.11 Gunthas** or thereabouts being a portion of the Larger Property and comprised in **Survey No.68 (part)** (admeasuring 313.62 sq. mtrs. or thereabouts equivalent to **3.10 Gunthas** or thereabouts) and a portion of the Larger Property and comprised in **Survey No.69 (part)** (admeasuring 3238.45 sq. mtrs. or thereabouts equivalent to **32.01 Gunthas** or thereabouts)of Village **SONKHAR** Taluka Thane and District Thane within Thane Municipal Corporation limit as more particularly described in the **Second Schedule** hereunder written and shown demarcated with **PINK** colour hatched lines on the plan hereto annexed as **Annexure "B"** TOGETHER WITH the base FSI of the said Property TOGETHER WITH all and singular the sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passage, commons, gullies, wells, waters, water- courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever in the aforesaid land or any part thereof belonging or in any wise appertaining to or with the same or any part thereof now at or any time herebefore usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereof AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Vendors into, out of or upon the aforesaid land or any part thereof TO HAVE AND TO HOLD all and singular the aforesaid land hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with their and every of their rights members and appurtenances (all which are hereinafter called "the

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said Property) UNTO AND TO THE USE and benefit of the Purchaser forever SUBJECT TO the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the Municipal Corporation or any other public body or local authority in respect thereof AND the Vendor No. 1 and the Vendor No.2 doth hereby for themselves and their respective successors covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor No. 1/ the Vendor No.2 or any person or persons lawfully or equitably claiming by from through under or in trust for them made done committed omitted or knowingly or willingly suffered to the contrary THEY the Vendor No. 1 and the Vendor No. 2 now have in themselves good right full power and absolute authority to grant convey transfer and assure unto the Purchaser the said Property hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Purchaser in manner aforesaid AND THAT upon the Purchaser duly making the payment of the Balance Consideration to the Vendor No. 2 in terms hereof, it shall be lawful for the Purchaser from time to time and at all times upon due payment of the Balance Consideration in terms hereof peaceably and quietly to hold under upon occupy possess and enjoy the said Property hereby granted conveyed transferred and assured with their appurtenances and receive the rents issues and profit thereof and of every part thereof to and for his own use and benefit without any suit lawful eviction interruption claim and demand whatsoever from or by the Vendor No. 1 or the Vendor No.2 or their respective successors or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them or any of them AND FURTHER that they the Vendor No. 1 and the Vendor No.2 and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Property hereby granted, conveyed, transferred and assured or any part thereof by from under or in trust for them the Vendor No. 1 or the Vendor No.2 or their respective successors or any of them shall and will from time to time and at all times after the Purchaser duly making the payment of the Balance Consideration to the Vendor No. 2 in terms hereof, at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful