

TOGETHER WITH all easements or quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat as mentioned in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** the right to use the staircases, electrical installations, entrances and lobbies and other common areas in common with the vendor and the Co-owners and lawful occupiers of the other Flat of the said building and or parts thereof for the purpose of and uninterrupted access to and from the main Municipal Road and/or otherwise mentioned in the **THIRD SCHEDULE** hereunder written.

2. **THE OWNERS/VENDORS AND THE DEVELOPER /CONFIRMING PARTY JOINTLY DO TH HEREBY COVENANT WITH THE PURCHASERS** as follows :-

- a) The interest of the land which the owners/vendors and the developer/confirming party subsists doth hereby agrees to transfer and that the vendor have good right full power and absolute authority to grant, convey transfer assign and assure the undivided proportionate indivisible share of land hereby granted conveyed transferred assigned and assured unto the purchasers in the manner as aforesaid.
- b) It shall be lawful for the purchasers from time to time and at all times hereafter to enter into and upon and hold and enjoy the said flat along with undivided /indivisible proportionate share of land and every part thereof and receive the rents issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the vendor or any person or persons claiming through or under or in trust for him.

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- c) The said flat together with undivided proportionate share of land hereby transferred and conveyed are free and discharges from and against all manner of encumbrances trusts liens lispendens and attachments whatsoever save only those as are herein contained and there is no bar legally or otherwise whatsoever to convey and transfer the said Flat unto the purchasers.
- d) The owners/vendors and the developer/confirming party shall from time to time and at all times hereafter upon every reasonable request and the costs of the purchasers make acknowledge execute and perform all such further lawful and reasonable act Deeds matters and things whatsoever for further better and more perfectly assuring the right title and interest of said flat together with undivided/indivisible proportionate share of land together with the rights hereby granted unto the purchasers in the manner aforesaid.
- e) The owners/vendors and the developer/confirming party shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers produce or cause to be produced to the purchasers or their attorneys or agents or any trial, hearing commission examination or otherwise as occasions shall require all or any of the deeds documents and writings hereunder written and also shall at the like request and cost deliver or cause to be delivered to the purchasers such attested or other copies or extracts of and from the said deeds and writings or any of them as the purchasers may require and will in the

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meantime unless prevented as aforesaid keep the said deeds and writings save un-obliterated and unconcealed..

3. **AND THE PURCHASERS** shall to the end and intend that the obligations and covenants hereinafter contained shall at all times hereafter run with the Ownership and occasion of the said flat together with and undivided indivisible proportionate share in land hereby conveyed and the said unit doth hereby covenants with the owners/vendors as follows :-.

- a) That the purchasers and all other persons deriving title under them will at all time hereafter observe the terms and conditions written herein.
- b) That the purchasers shall at all times hereafter regularly and punctually make payment of all Municipal Taxes and other outgoings including Cesses Multistoried Building Tax, Urban Land Tax, if any, and other impositions and outgoings which may from time to time be imposed or become payable in respect of the said flat fully and cannot claim his share from the Vendor said tax is payable from the date of possession.
- c) The purchasers shall apply for and obtain mutation of his names as Owner of the said flat from the Kolkata Municipal Corporation and shall also obtain separate assessment of the said flat and so long as the said same is not separately assessed the purchasers shall pay the proportionate share and impositions payable in respect of the said premises.

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- d) The purchasers shall contribute and pay from time to time and at all times hereby his proportionate share of expenses and outgoings mentioned in the **FOURTH SCHEDULE** hereunder written as such apportionment shall be made by Vendor or by the Association of Owners or Syndicate as the case may be on the basis of actual expenses and shall be conclusive final and binding on the purchaser.
- e) The purchasers shall keep the said flat in good and substantial repair and without prejudice to generality of the other obligations (which form a part of this sub-clause) shall keep the common parts facilities and amenities of the said building in good repair as may be necessary to form such support and protection to the other parts of the said building as the now enjoy.
- f) The purchasers shall keep the said flat and other partition walls, sewers drains pipes and passages and the main entrance, exclusively serving the said flat in good condition.
- g) The purchasers shall not make any construction or alteration structural or otherwise in the said flat or in any portion thereof or adjacent thereto which will bring or are likely to bring or to bear extra load on the floor and walls thereof, save and except to make the interior decoration of the said flat.
- h) The purchasers shall not alter any other portion or elevation of the said building or of the said flat

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- i) The purchasers shall not keep or store in the said flat or explosive article or thing or any other article or things save and except the cooking gas and kerosene oil for cooking purpose giving a bad or offensive smell nor shall do or cause to be done or permit doing of anything in the said flat which shall be or constitute nuisance or annoyance to the co-owners or occupiers of the other units in the said building.
- j) The purchasers shall not do or allow any occupier of the said flat on the vacant land to demolish or remove or cause to be demolished or removed any structure, roof, ceiling, wall, fixtures and fittings in or about the said flat or any part of the said building **PROVIDED THAT** nothing herein contained shall prevent the purchasers to decorate the internal of their flat as may deem fit and proper.
- k) i) The Purchasers herein undertakes that he shall not obstruct the owners/vendors or their respective heirs successors or nominees or transferees to sell, convey and transfer their respective allocation or portions, save and except the said flat nor they shall prevent the owners/vendors in any manner whatsoever in the event of the transfer the same in favour of their transferee/transferees.
- ii) The Purchasers herein further undertake that the purchasers shall commonly use the passage for egress and ingress to and from Ground Floor stair case, pump-cum-meter room, open side space of the building on the Ground

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Floor commonly with other flat owner /occupiers and Vendor.

- l) The purchasers shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuses within the said flat or in the common portion of the said building save at the places indicated therefore.
- m) The purchasers shall not do or cause to be done any act of commission, which by in any manner prejudices the right of the co-owners or owners/vendors of other flat in the said building for the peaceful and convenient enjoyment of the said flat and other units therein.
- n) The purchasers shall not keep any articles or things in the said flat or any part thereof as are likely to damage the floor thereof or operate any machine therein save those as may be required for usual common and household purpose.
- o) The purchasers and his servants and agents shall not any way obstruct or cause to be obstructed the common passages, landings and staircase of the said building nor store therein any rubbish or other materials or goods or furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment or the common amenities and conveniences of the said building be any way prejudicially affected or vitiated.

4. **IT IS HEREBY FURTHER AGREED AND DECLARED BY
AND AMONG THE PARTIES HERETO AS FOLLOWS:-**

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- a) That the undivided proportionate share of the land (underneath the building) relating to the flat hereby sold, shall always remain indivisible and impartible.
- b) That the open portion of the roof and terrace of the building will be used by the purchasers along with the owners of the other flats including the vendor herein for the limited purpose of fixing their T.V. Antennas, to dry clothes and for special or ceremonial occasions of the respective flats owners.
- c) Upon the purchasers fulfilling their obligations and the covenants hereunder, the Association of the co-owners or society upon its formation shall manage maintain and control the common portions of the said building and do all acts deeds and things as may be necessary or expedient for the common purpose and the purchasers shall co-operate with the said Association therefore that the Society or the Association or Society is formed as mentioned herein and shall thereafter co-operate with the society or the Association of the flat owners or society and shall also pay to the society and/or said Association of flat owners or syndicate proportionate share of the Municipal taxes and other outgoings and the common expenses mentioned herein.
- d) That the flat owners of the building and the vendor herein may form a society or an Association or a Society of the flat owners for the common purpose and the purchasers agrees to be a member of such society or association or society and

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all costs and expenses in connection with the formation and registration of the society or association or society shall be borne and paid by the purchasers and other co-owners proportionately according to their respective proportionate shares.

- e) In the event of an Association of flat owners or a society or other body being formed and/or registered for the management and maintenance of the said building the Power and Authority of the said society or association or syndicate or other body so formed shall be subject to the overall authority and control of the flat owners on any of the matters concerning the said building and/or any construction therein and all amenities appertaining to the same and in particular the vendor shall have the absolute authority and control as regards the unsold unit and other spaces in the said building.

THE SCHEDULE "A" ABOVE REFERRED TO:

(Description of the entire Premises)

ALL THAT piece and parcel of Bastu land measuring about 14 decimals equivalent to 08 (eight) Cottahs, 08 (eight) Chittaks be the same or a little more or less, together with G+IV storied building standing thereon lying and situated at Mouza – Rajapur, Touzi No.- 109 J.L. No.-23, under C.S. Khatian No.- 339, C.S. Dag No.- 262, corresponding to R.S. Dag No. 303, within the limits of Kolkata Municipal Corporation Ward No. 102, Assessee No. 311020700754, being K.M.C. Premises No. 75, Chittaranjan Colony – "A", P.S.- Jadavpur, District - South 24 Parganas, Kolkata – 700032 together with

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