

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 20 _____,

By and Between

Natural Projects Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 'Subham', Room No. 1004, 1, Sarojini Naidu Sarani, Kolkata 700017 [PAN AACCN7137N], represented by its authorized signatory, **Mr.** _____, son of _____, by faith Hindu, by nationality Indian, by occupation Business, working for gain at _____, Pin- _____, Police Station _____, District _____, West Bengal [PAN _____] [AADHAAR _____]



1. **Mr. Ram Prasad Kayal**, son of Late HaruKayal, by faith Hindu, by nationality Indian, by occupation Service, residing at Village – Ramchandrapur, PIN 700103, Post Office Narendrapur, Police Station Sonarpur, District South 24 Parganas, West Bengal [PAN _____] [AADHAAR _____], represented by its authorized signatory, **Mr.** _____, son of _____, by faith Hindu, by nationality Indian, by occupation Business, working for gain at _____, Pin- _____, Police Station _____, District _____, West Bengal [PAN _____] [AADHAAR _____]

2. **Mr. Prolad alias Prahlad Kayal**, son of Late HaruKayal, by faith Hindu, by nationality Indian, by occupation Business, residing at Village – Ramchandrapur, PIN 700103, Post Office Narendrapur, Police Station Sonarpur, District South 24 Parganas, West Bengal [PAN DNGPK8226Q] [AADHAAR 397563472842], represented by its authorized signatory, **Mr.** _____, son of _____, by faith Hindu, by nationality Indian, by occupation Business, working for gain at _____, Pin- _____, Police Station _____, District _____, West Bengal [PAN _____] [AADHAAR _____]

(Owners, which expression shall include her successors)

AND

3. **Natural Projects Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Subham', Room No. 1004, 1, Sarojini Naidu Sarani, Kolkata 700017, [PAN AACCN7137N], represented by its authorized signatory, **Mr.** _____, son of _____, by faith Hindu, by nationality Indian, by occupation Business, working for gain at _____, Pin- _____, Police Station _____, District _____, West Bengal [PAN _____] [AADHAAR _____] authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

4. Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

Owners, Promoter and Allottee referred to as such or as **Party** and collectively **Parties**.

WHEREAS:

- A. The owners including the promoter are absolute and lawful owners of land classified as "Bohotal Abasan", admeasuring 68.58 (Sixty eight point fifty eight) decimal, more or less, equivalent to 41 (forty one)cottah 7 (seven) Chittak 27 (twenty seven) square feet, more or less comprised in R.S dag Nos.759, 759/1604,757,760 and 756 corresponding L.R dag Nos.875,874,872,878 and 871 recorded under L.R Khatian Nos.1288,1287,3352 and 1958 in Mouza Ramchandrapur, J.L No.58, within the limits of Bonhooghly I gram Panchayet, under sub-Registrar at Sonarpur, Police Station Sonarpur, PIN-700103, District South 24 Parganas (**Said Land /Said Property**) by virtue of the events and in the circumstances (**Devolution of Tittle**) described in Part- II of the **Schedule -A** below.
- B. The Promoter also being a co-owner of the Said Property, is entitled to carry out construction upon the Said Property on the terms and conditions mentioned in the *Bengali* Development Agreement dated 9th October, 2021, registered at the office of the Additional District Sub-Registrar at Sonarpur, in Book No. I, Volume No. 1608-2021, Pages from 192099 to 192128 bearing being No 160806265 for the year 2021, and the Development Agreement dated 7th December, 2016, registered in the Office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, Volume No. 1608-2016, at Pages from 144404 to 144459, Being No. 160806061 for the year 2016 (collectively **Development Agreement**).
- C. The Said Property is earmarked for the purpose of building a commercial and residential project, comprising of multistoried apartment buildings and the said project shall be known as '**Symphony Proxima**' ("**Project**"); Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The District Engineer, South 24 Parganas Zilla Parisad has been intimated about the commencement of the project vide letter No. NPPL/DE/23-24 dated 10.05.2023.
- F. The Promoter has obtained the final layout plan approvals for the Project from South 24 parganas Zilla Parisad. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration
- H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with/without garage/closed parking no. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in

paragraph-G

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H.

The Total Price (excluding Goods & Service Tax) for the Designated Apartment based on carpet area of the Unit is Rs. _____/- (Rupees _____ Only) and car parking is Rs. _____ (Rupees _____) and the Other Costs and Deposits Amount is Rs. _____/- (Rupees _____ Only) and Taxes of Rs. _____/- (Rupees _____ Only) aggregating to Rs. _____/- (Rupees _____ Only) ("**Total Price**"):

	Block No. _____	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Unit No. _____ Type Standard Floor _____	Rs. _____/-
	Exclusive balcony or verandah	No Separate Charges
	Parking -1	Rs. _____/-
A)	Total Price (in rupees) without Taxes	Rs. _____/- (Rupees _____ only)
A1)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ____%, amounting to Rs. _____/- (Rupees _____ only)
B)	Other Costs	
	b1) Transformer Charges & Electricity Charges	Rs. _____/- (Rupees _____ only) + Applicable GST

	b2) Diesel Generator Power Backup-Generator Charges for limited back up	Rs. _____ /-(Rupees only) + Applicable GST
	b3) Club & facility Development Charges	Rs. _____ /-(Rupees only) + Applicable GST
	b4) Association Formation Charges	Rs. _____ /-(Rupees only) + Applicable GST
	b5) Legal and Documentation Charges	Rs. _____ /-(Rupees only) + Applicable GST
	b6) Maintenance Charges for 3.5 Months after CC/OC	Rs. _____ /-(Rupees only) + Applicable GST
	Total B= b1+b2+b3+b4+b5+b6 =	
C)	Deposits	
	c1) Advance Maintenance Charges	
	c2) Interest Free Sinking Fund	
	Total C = c1+c2 =	
	Total Price in Rupees (A+A1+B+C)	Rs. _____ /- (Rupees only)

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above

- and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes: 1) Pro rata share in the common areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.
 - (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
 - (vi) The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").
 - (vii) The Promoter shall not allow, any rebate for early payments of installments payable by the Allottee.
 - (viii) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
 - (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to

the Apartmentas mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- (iv) It is made clear by the Promoter to the Allottee agrees that if the Apartment included garage/ closed parking it shall be treated as a single indivisible and inseparable unit for all future purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- (v) It is understood by the Allottee that noother areas and i.e. areas and facilities falling outside the Project, namely "**Symphony Proxima**" shall form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- (vi) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

(vii) The Allottee has paid a sum of Rs _____, (Rupees: _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of Natural Projects Private Limited- Symphony Proxima payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not

have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

1. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

3. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed under WB Municipal Building Rules 2007(and its amendments) and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

- (i) **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed

due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- (ii) **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.
- (iii) **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- (iv) **Possession by the Allottee** – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- (v) **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in

the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

- (vi) **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

4. The Owners have absolute, clear and marketable title with respect to the Said Property; the requisite rights to carry out development upon the Said Property and absolute, actual, physical and legal possession of the Said Property for the Said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project/ Said Property;
- (iii) There are no encumbrances upon the Said Property or the Said Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Property, Said Project or the Said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common

areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 5. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Property, including the Said Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 6. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- 7. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the

following:

8. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated(provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination).

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, for and on behalf of the Owners, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/ completion certificate, as the case may be, to the Allottee.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her

favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID APARTMENT / SAID PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment to the extent as mentioned in point b7 of Clause-1 of this agreement. If the Promoter is required to maintain the Buildings/Apartments beyond the period as mentioned in point 2 of Clause-7 of this agreement, the cost of such maintenance shall be charged separately from the allottees/ owners of the Apartment.

The Common Areas and Installations shall in the exclusive control, management and administration of the Developer herein who shall be the Maintenance In-charge till the handing over of the maintenance of the Project to the Association. The Developer herein may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act , Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of Allottees.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that is/her

right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartmentor any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartmentat his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartmentand keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / I of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.

The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartmentor place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the

same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter for self and on behalf of the Owners, through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

Natural Projects Private Limited,

'Subham', Room No. 1004, 1, Sarojini Naidu Sarani, Kolkata 700017

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[The additional terms and conditions as per the contractual understanding between the parties, however, such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

34. MISCELLANEOUS:

9. COMMON AREAS AND SPECIFICATIONS :

The Parties have agreed that the Promoter shall provide the Project with Common Areas as mentioned in **Schedule D** below and Specifications as mentioned in **Schedule E** below.

10. NOMINATION/TRANSFER BY THE PURCHASER:

The Purchaser herein may, with the prior consent in writing of the Developer herein after at least a period of 12 months from the date of this agreement and against payment of a sum of Rs. 100/- (Rupees One Hundred) plus applicable Taxes per Square Foot of the carpet area in respect of the Designated Unit in advance to the Developer herein, get the name of his nominee substituted in his place and stand in the records of the Developer as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser herein and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser herein or his/her/their nominee/s.

The Purchaser herein shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges outgoings dues payable by the Purchaser herein to the Developer herein in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser herein from the Developer herein.

11. BANKING AND COLLECTION OF PAYMENTS:

The Developer in terms of the relevant provisions as laid down in WBRERA Act has taken necessary steps and opened a current account being No. ----- with the STATE BANK OF INDIA LaMartiniere, Kolkata – 700017 for the purpose of the instant project (hereinafter referred to as the **Project Bank Account**) and all payments collected from intending Purchasers of flats/units/apartments shall be routed through the instant bank account. This account shall be created only for the purpose of the instant project and after completion of all statutory compliances or otherwise the Developer shall be entitled to close the account. The all relevant particulars of the said Project Bank Account are set out hereinafter:-

1. Account Name – Natural Projects Private Limited – Symphony Proxima;
2. Account No. -----;
3. IFSC Code. – -----;
4. Branch Name – LaMartiniere.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

Natural Projects Private Limited

Ram Prasad Kayal

Prolad alias Prahlad Kayal

represented by their constituted attorney

Natural Projects Private Limited

represented by its Director

Pawan Agarwal

[Owners]

Natural Projects Private Limited

represented by its Director

Pawan Agarwal

[Promoter]

[Allottee]

Drafted by:

Advocate, High Court at Calcutta

Witnesses:

Signature _____

Signature _____

Name: _____

Name: _____

Father's Name: _____

Father's Name: _____

Address: _____

Address: _____

SCHEDULE A

(Said Apartment and Garage/Closed Parking)

Part-I

The Said Apartment, being Residential/ Commercial Apartment No. ____ on the _____ floor, having carpet area of ____ (_____) square feet, more or less, and super built up area of ____ (_____) square feet, more or less, in the building/project named *Symphony Proxima*, within land classified as _____, admeasuring 68.58 (sixty eight point five eight) decimal, more or less, equivalent to 41 (forty one) *cottah* 7 (seven) *chittak* 27 (twenty seven) square feet, more or less, comprised in R.S. *Dag* Nos. 759, 759/1604, 757, 760 and 756, corresponding L.R. *Dag* Nos. 875, 874, 872, 878 and 871, recorded under L.R. *Khatian* Nos. 1288, 1287, 3352 and 1958, in *Mouza* Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Sonarpur, Police Station Sonarpur, PIN 700103, District South 24 Parganas.

Part-II

- 1. Ownership of Panchanan Biswas:** one Panchanan Biswas was the sole and absolute owner of total land measuring 13 decimal, more or less, out of land measuring 3 decimal is in R.S. *Dag* No. 759, corresponding L.R. *Dag* No. 875, and land measuring 10 decimal, more or less, in R.S. *Dag* No. 759/1604, corresponding L.R. *Dag* No. 874, both recorded in R.S. *Khatian* No. 110, *Mouza* Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas (Hereinafter referred to as **Panchanan's Property**).
- 2. Sale to Ananda Bala Dasi:** Panchanan Biswas sold, conveyed and transferred the aforesaid land of 13 Decimal i.e. Panchanan's Property in favour of **Ananda Bala Dasi** by virtue of a *Bengali* Deed of Sale dated 31st January, 1959, registered from the office of the Sub-Registrar at Baruipur, recorded under Book No. I, Volume No. 20, at Pages from 138 to 139, Being No. 555 for the year 1959.
- 3. Sale to Haru Kayal:** Ananda Bala Dasi sold conveyed and transferred the said Panchanan's Property in favour of **Haru Kayal**, by virtue of by virtue of *Bengali* Deed of Sale dated 3rd April, 1959, registered from the office of the Sub-Registrar at Baruipur, recorded under Book No. I, Volume No. 35, at Pages from 299 to 300, Being No. 2862 for the year 1959.

- 4. Ownership of PanchimaniDasi:** PanchimaniDasi was the sole and absolute owner, of total land measuring about 12 Decimal out of which more or less 3.5 decimal of land, lies in R.S. *Dag* No. 756, corresponding L.R. *Dag* No. 871, more or less 4.5 decimal land, lies in R.S. *Dag* No. 759, corresponding L.R. *Dag* No. 875, and more or less 4 decimal of land, lies in R.S. *Dag* No. 805, corresponding L.R. *Dag* No. 933 all recorded in R.S. *Khatian* No. 110, *Mouza* Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas (Hereinafter referred to as **Panchimani's Property**).
- 5. Sale to HaruKayal:** PanchimaniDasi sold, conveyed and transferred the aforesaid land of 12 Decimal i.e. **Panchimani's Property** in favour of **HaruKayal**, by virtue of *Bengali* Deed of Sale dated 25th February, 1955, registered from the office of the Sub-Registrar at Baruipur, recorded under Book No. I, Volume No. 19, at Pages from 74 to 76, Being No. 956 for the year 1955.
- 6. Ownership of HaruKayal:** by way of the aforesaid two purchases the said **HaruKayal** became the sole and absolute owner of Panchimani's Property and Panchanan's Property, both recorded in R.S. *Khatian* No. 110, *Mouza* Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas (Hereinafter referred to as **Haru's Property**).
- 7. Haru's Property:** the said HaruKayal became seized and possessed of ALL THAT piece and parcel of land measuring 7.5 Decimal in R.S. *Dag* No. 759 corresponding to L.R. *Dag* No. 875, 10 Decimal of land in R.S. *Dag* No. 759/1604 corresponding to L.R. *Dag* No. 874 and 3.5 Decimal of land in R.S. *Dag* No. 756 corresponding to L.R. *Dag* No. 871 recorded in R.S. *Khatian* No. 110, *Mouza* Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas.
- 8. Ownership of Palan Chandra Naskar:** Palan Chandra Naskar was the sole and absolute owner of land measuring **4 decimal**, more or less, in R.S. *Dag* No. 756, corresponding L.R. *Dag* No. 871, recorded in R.S. *Khatian* No. 110, *Mouza* Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*,

under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas (Hereinafter referred to as **Palan's Property**).

- 9. Sale to BimalaKayal:** Palan Chandra Naskar sold, conveyed and transferred the aforesaid land of 4 Decimal i.e. Palan's Property in favour of **BimalaKayal** by virtue of *Bengali* Deed of Sale dated 22nd May, 1974, registered from the office of the Additional District Sub-Registrar at Sonarpur, recorded under Book No. I, Volume No. 25, at Pages from 41 to 42, **Being No. 1697 for the year 1974**. The said BimalaKayal became the owner of 4 Decimal of land in R.S. Dag No. 759 corresponding to L.R. Dag No. 875 in Mouza Ramchandrapur, South 24 Parganas.
- 10. Demise of HaruKayal:** HaruKayal, being governed by the *Dayabhaga* School of Hindu Law during his lifetime died intestate on 2001, leaving behind his wife, BimalaKayal, 2 (two) sons namely, (1) Ram Prasad Kayal (2) Prolad alias Prahlad Kayal, and 4 (four) daughters namely, (1) Prabha Sardar, (2) Sipra Naskar, (3) Trishna Naskar and (4) Niva Purkait, as his legal heirs and heiresses who jointly and equally inherited 1/7th share each in the property of Late HaruKayal.
- 11. Demise of NivaPukait:** NivaPukait, being governed by the *Dayabhaga* School of Hindu Law died intestate leaving behind her husband, BimalPurkait, 2 (two) sons namely, (1) Arup Purkait and (2) SwarupPurkait, as her legal heirs who jointly and equally inherited the property of Late NivaPurkait in Haru's Property i.e., 1/7th share which belonged to her.
- 12. Gift to Ram Prasad Kayal and Prolad alias PrahladKayal:** The said legal heirs of NivaPurkait i.e. BimalPurkait, Arup Purkait and SwarupPurkait gifted, granted and transferred 1/7th share of Late NivaPurkait in Haru's Property i.e. **2 Cottah 6 Chittak 18 Sq. Ft. equivalent to 3.5 Decimal** in favour of **Ram Prasad Kayal and Prolad alias PrahladKayal** by virtue of *Bengali* Deed of Gift dated 23rd March, 2001, registered from the office of the Additional District Sub-Registrar at Sonarpur, **Being No. 2479 for the year 2001**. The said **Ram Prasad Kayal and Prolad alias PrahladKayal** became the owner of 1.75 Decimal of land each in Haru's Property.

13. **FirstGift to Prolad alias PrahladKayal:** The said Ram Prasad Kayal, BimalaKayal, PrabhaSardar, SipraNaskar and TrishnaNaskar gifted, granted and transferred land measuring **4 cottah 12 chittack 21 square feet** [equivalent to **7.89 decimal**], more or less, in R.S. Dag No. 759, corresponding L.R. Dag No. 875, and land measuring **2 cottah 7 chittack 2 square feet** [equivalent to **4.03 decimal**], more or less, in R.S. Dag No. 759/1604, corresponding L.R. Dag No. 874, 26totaling to **7 Cottahs 3 Chittak 23 Sq. Ft.**[equivalent to 11.92 decimal] recorded in R.S. Khatian No. 110, MouzaRamchandrapur, J.L. No. 58, within the limits of Banhooghly I Gram Panchayet, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas, in favour of **Prolad alias PrahladKayal** by virtue of Bengali Deed of Gift dated 26th March, 2001, registered from the office of the Additional District Sub-Registrar at Sonarpur, recorded under Book No. I, Volume No. 43, at Pages from 114 to 123, **Being No. 2485 for the year 2001.**
14. **Gift to Ram Prasad Kayal:**The said **Prolad alias PrahladKayal, BimalaKayal, PrabhaSardar, SipraNaskar and TrishnaNaskar** gifted, granted and transferred land measuring 7 decimal, in R.S. *Dag* No. 756, corresponding L.R. *Dag* No. 871, land measuring 3 decimal, more or less, in R.S. *Dag* No. 759/1604, corresponding L.R. *Dag* No. 874, along with 4 Decimal of land in R.S. *Dag* No. 805 and 4 Decimal of land in R.S. 806 totaling to **18 Decimal of land equivalent to 9 Cottahs 2 Chittak 19 Sq. Ft.**recorded in R.S. *Khatian* No. 110, *Mouza*Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas, in favour of **Ram Prasad Kayal** by virtue of *Bengali* Deed of Gift dated 26th March, 2001, registered from the office of the Additional District Sub-Registrar at Sonarpur, recorded under Book No. I, Volume No. 43, at Pages from 124 to 133, **Being No. 2486 for the year 2001.**
15. **Sale to Prolad alias PrahladKayal and Ram Prasad Kayal:** SatyaChranBiswas was the recorded owner of 1 Cottah 12 Chittak in R.S. 759 under Khatian No. 951 sold, conveyed and transferred **ALL THAT** piece and parcel of land **1 Cottah 12 Chittake**equivalent to **2.88 Decimal** of land lying and situate at Ramchandrapur under R.S. *Dag* No. 759 corresponding to L.R. *Dag* No. 875, R.S *Khatian* No. 951 having J.L. No. 58, Re. Sa. No. 36, Touzi No. 110 in District South 24 Parganas in favour of **Ram Prasad Kayal and Prolad alias PrahladKayal** by virtue of Bengali BikroyKobala dated 26.03.2001 registered in the office of Additional District Sub Registrar Sonarpur, South 24 Parganas and recorded in Book No. II, **Volume No. 42, Pages from 398 to 403, being No. 2465** for the year 2001.

- 16. Ownership of Ram Prasad Kayal:**In the abovementioned circumstances, Ram Prasad Kayal (Owner No. 2 herein), became the sole and absolute owner of *inter alia* (1) land measuring **1.07 decimal**, more or less, in R.S. *Dag* No. 759, corresponding to L.R. *Dag* No. 875, by way of inheritance and **0.5 Decimal** by way of gift from deceased sister NivaPurakaitand**1.44 Decimal**by way of purchase,²⁷totaling to **3 Decimal**(2) land measuring **4.4 decimal**, more or less, in R.S. *Dag* No. 759/1604, corresponding L.R. *Dag* No. 874, by way of gift and inheritance and (3) land measuring **7 decimal**, more or less, in R.S. *Dag* No. 756, corresponding L.R. *Dag* No. 871, by way of gift all recorded in R.S. *Khatian* No. 110, *Mouza*Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas (hereinafter referred to as **Ram Prasad's Property**).
- 17. Mutation by Ram Prasad Kayal:**Thereafter Ram Prasad Kayal mutated his name in the records of the Block Land & Land Reforms Officer at Sonarpur, in L.R. *Khatian* No. 1288 in respect of Ram Prasad's Property.
- 18. Second Gift to Prolad alias PrahladKayal:**Ram Prasad Kayal gifted, granted and transferred land measuring **2 decimal**, more or less, out of land measuring 10 decimal, together with RT shed admeasuring 100 square feet, in R.S. *Dag* No. 759/1604, corresponding L.R. *Dag* No. 874, recorded in L.R. *Khatian* No. 1288, *Mouza*Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas, in favour of **Prolad alias PrahladKayal** by virtue of *Bengali* Deed of Gift dated 29th November, 2016, registered from the office of the Additional District Sub-Registrar at Sonarpur, recorded under Book No. I, Volume No. 1608-2016, at Pages from 142269 to 142287, **Being No. 160805978 for the year 2016**.
- 19. Ownership of Prolad alias PrahladKayal:**In the abovementioned circumstances, **Prolad alias PrahladKayal** (Owner No. 3 herein), became the sole and absolute owner of (1) land measuring **10.09 decimal**,more or less, in R.S. *Dag* No. 759, corresponding to L.R. *Dag*No. 875, by way of two gifts, one purchase and inheritance (2) land measuring **4.4 decimal** by way of gift and inheritance, more or less, in R.S. *Dag* No. 759/1604, corresponding L.R. *Dag* No. 874, and (3) land measuring **0.5 decimal**, more or less, in R.S. *Dag* No. 756,corresponding to L.R.

DagNo. 871, by way of inheritance, all recorded in R.S. *Khatian* No. 110, *Mouza Ramchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*, under Sub-Registrar at Baruiipur, Police Station Sonarpur, District South 24 Parganas (hereinafter referred to as **Prahlad's Property**).

20. **Mutation by Prolad alias Prahlad Kayal** : Thereafter Prolad alias Prahlad Kayal mutated his name in the records of Block Land & Land Reforms Officer at Sonarpur, in L.R. ***Khatian* Nos. 1287 & 3352** in respect of Prahlad's Property.
21. **First Sale to Natural Projects Private Limited**: Ram Prasad Kayal and Prolad alias Prahlad Kayal, sold, conveyed and transferred land measuring about **5.66 Decimal** out of which **3.89 decimal**, lies in R.S. ***Dag* No. 759**, corresponding to L.R. ***Dag* No. 875**, and land measuring **1.77 decimal**, lies in R.S. ***Dag* No. 759/1604**, corresponding L.R. ***Dag* No. 874**, out of Ram Prasad's Property and Prahlad's Property, in favour of **Natural Projects Private Limited** by virtue of *Bengali* Deed of Sale dated 7th August, 2008, registered from the office of the Additional District Sub-Registrar at Sonarpur, recorded under Book No. I, CD Volume No. 22, at Pages from 2283 to 2295, **Being No. 08074 for the year 2008**, (hereinafter referred to as First Property of Natural Projects Private Limited).
22. **Ram Prasad Kayal's Property**: the said **Ram Prasad Kayal** after the aforesaid sale and gift seized and possessed of land measuring **7 decimal**, more or less, in R.S. *Dag* No. 756, corresponding L.R. *Dag* No. 871, and land measuring **1.4 decimal**, more or less, in R.S. *Dag* No. 759/1604 corresponding to L.R. *Dag* No. 874 and recorded in L.R. *Khatian* No. 1288 and land measuring 1.06 Decimal more or less in R.S. *Dag* No. 759, corresponding to L.R. *Dag* No. 875 comprised *Mouza Ramchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*, under Sub-Registrar at Baruiipur, Police Station Sonarpur, District South 24 Parganas.
23. **Prolad alias Prahlad Kayal's Property**: the said **Prolad alias Prahlad Kayal**, after the above mentioned sale, seized and possessed of land measuring about **8.95 Decimal**, in R.S. *Dag* No. 759, corresponding to L.R. *Dag* No. 875 and **3.5 Decimal** in R.S. *Dag* No. 759/1604 corresponding to L.R. *Dag* No. 874 **totalling to 12.45 Decimal of land** more or less recorded in L.R. ***Khatian* Nos. 1287 & 3352** comprised *Mouza Ramchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*,

under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas.

24. Development Agreement by Ram Prasad Kayal:the said **Ram Prasad Kayal** became desirous to construct multi storied building on the land measuring **7 decimal**, more or less, in R.S. *Dag* No. 756, corresponding L.R. *Dag* No. 871, and land measuring **1 decimal**, more or less, in R.S. *Dag* No. 759/1604 corresponding to L.R. *Dag* No. 874 and recorded in L.R. *Khatian* No. 1288 totalling to **8 Decimal** of land comprised *Mouza Ramchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas and executed a Development Agreement dated 07.12.2016 in favour of **Natural Projects Private Limited** which was duly registered in the office of Additional District Sub Registrar, Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 1608-2016, Pages from 144404 to 144459, **being No. 160806061 for the year 2016**. Subsequently the said **Ram Prasad Kayal** executed Development Power of Attorney after registered Development Agreement in favour of **Natural Projects Private Limited** which was duly registered in the office of Additional District Sub Registrar, Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 1608-2016, Pages from 145268 to 145297, **being No. 160806114 for the year 2016**.

25. Development Agreement by Prolad alias Prahlad Kayal:the said **Prolad alias Prahlad Kayal** became desirous to construct multi storied building on the land measuring about **7.5 Decimal**, in R.S. *Dag* No. 759, corresponding to L.R. *Dag* No. 875 and **3.5 Decimal** in R.S. *Dag* No. 759/1604 corresponding to L.R. *Dag* No. 874 recorded in L.R. *Khatian Nos. 1287 & 3352 totalling to 11 Decimal of land more or less 6 Cottahs* comprised *Mouza Ramchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas and executed a Bengali Development Agreement dated 09.10.2021 in favour of **Natural Projects Private Limited** which was duly registered in the office of Additional District Sub Registrar, Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 1608-2021, Pages from 192099 to 192128, being No. 160806265 for the year 2021. Subsequently the said **Prolad alias Prahlad Kayal** executed Bengali Development Power of Attorney after registered Development Agreement in favour of **Natural Projects Private Limited** which was duly registered in the office of Additional District Sub Registrar, Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 1608-2016, Pages from 192396 to 192419, **being No. 160806275 for the year 2021**.

26. **Ownership of Pulin Chandra Biswas and Kanai LalBiswas:**Pulin Chandra Biswas was the recorded owner of land measuring **3 decimal**, more or less, in **L.R. Dag No. 875, under L.R. Khatian No. 563**, MouzaRamchandrapur (hereinafter referred to asPulin's Property) &**Kanai LalBiswas**was the owner of land measuring **3 decimal**, more or less, in L.R. *Dag* No. 875, under L.R. *Khatian* No. 214, MouzaRamchandrapur (hereinafter referred to as Kanai's Property).
27. **Demise of Kanai lalBiswas:**Kanai LalBiswas, being governed by the *Dayabhaga* school of Hindu Inheritance during his lifetime, died intestate on 20th November, 1996, leaving behind his wife, NirmalaBiswas, only son, SwapanBiswas, and 2 (two) daughters namely, (1) SuchitraSardar and (2) SumitraBurman, as his legal heirs and heiresses who jointly and equally inherited the property of Late Kanai LalBiswas in Kanai's Property.
28. **Second Sale to Natural Projects Private Limited:**By virtue of a *Bengali* Deed of Sale dated 27th June, 2008, registered from the office of the Additional District Sub-Registrar at Sonarpur, recorded under Book No. I, CD Volume No. 18, at Pages from 91 to 108, **Being No. 6609 for the year 2008**, the saidPulin Chandra Biswas, NirmalaBiswas, SwapanBiswas, SuchitraSardar, SumitraBurman, sold, conveyed and transferred land measuring **4 decimal**, more or less, out of Pulin's Property and Kanai's Property in favour of **Natural Projects Private Limited** (hereinafter referred to as Second Property of Natural).
29. **Mutation of natural Projects:****Natural Projects Private Limited** became the absolute owner of **7.89 Decimal** of land in R.S. *Dag* No. 759, corresponding to L.R. *Dag* No. 875 and **1.77 Decimal** in R.S. *Dag* No. 759/1604 corresponding to L.R. *Dag* No. 874 comprised *Mouza*Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas. Thereafter the said **Natural Projects Private Limited mutated its name in the records of** Block Land & Land Reforms Officer at Sonarpur, in L.R. **Khatian Nos. 1958.**

30. **Ownership of HaripadaBiswas:** HaripadaBiswas was the sole and absolute owner of (1) land measuring **13 decimal, more or less, in R.S. Dag No. 757, corresponding L.R. Dag No. 872**, and (2) land measuring **32 decimal, more or less, in R.S. Dag No. 760, corresponding L.R. Dag No. 878**, totaling to **45 Decimal** both recorded in R.S. *Khatian* No. 951, *Mouza* Ramchandrapur, J.L. No. 58, within the limits of Banhooghly I *Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas (hereinafter referred to as Haripada's Property).
31. **Demise of HaripadaBiswas:** HaripadaBiswas, being governed by the *Dayabhaga* school of Hindu Inheritance during his lifetime, died intestate leaving behind his wife, KalobalaBiswas, 4 (four) sons namely, (1) AdhirBiswas, (2) AnantaBiswas, (3) AjitBiswas and (4) SrikantaBiswas and 4 (four) daughters namely, (1) DurgaSardar, (2) MinuNaskar, (3) Lakshmi Kayal and (4) Maya Mondal, as his legal heirs and heiresses who jointly and equally inherited 1/9th share each in the property of Late HaripadaBiswas.
32. **Demise of AnantaBiswas:** the said AnantaBiswas, being governed by the *Dayabhaga* school of Hindu Inheritance during his lifetime, died intestate on **22nd March, 1986**, leaving behind his wife, AsimaBiswas, and only daughter, PapiyaBiswas, as his legal heiresses who jointly and equally inherited the 1/9th share property of Late AnantaBiswas in Haripada's Property.
33. **Demise of KalobalaBiswas:** the said KalobalaBiswas, being governed by the *Dayabhaga* school of Hindu Inheritance during her lifetime, died intestate on 12th May, 2004, leaving behind her 3 (three) sons namely, (1) AdhirBiswas, (2) AjitBiswas and (3) SrikantaBiswas, 4 (four) daughters namely, (1) DurgaSardar, (2) MinuNaskar, (3) Lakshmi Kayal and (4) Maya Mondal, 1 (one) daughter-in-law, AsimaBiswas, and 1 (one) granddaughter, PapiyaBiswas, as her legal heirs and heiresses who jointly and equally inherited the property of Late KalobalaBiswas in Haripada's Property.
34. **Third Sale to Natural Projects Private Limited:** AdhirBiswas, AjitBiswas, SrikantaBiswas, DurgaSardar, MinuNaskar, Lakshmi Kayal, Maya Mondal, AsimaBiswas, and PapiyaBiswas, sold, conveyed and transferred land measuring (1) land measuring **13 decimal**, more or less, in R.S. *Dag* No. 757, corresponding L.R. *Dag* No. 872, and (2) land measuring **28 decimal**, out of 32 Decimal, more or less, in R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 878, both recorded in R.S. *Khatian* No.

951, *MouzaRamchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas, out of Haripada's Property, in favour of Natural Projects Private Limited, by virtue of a Deed of Conveyance dated 30th April, 2008, registered in the office of Additional District Sub-Registrar at Sonarpur, South 24 Parganas and recorded in Book No. I, CD Volume No. 10, Pages from 66 to 90, **Being No. 03909 for the year 2008** (hereinafter referred to as Third Property of Natural).

35. Mutation by Natural Projects: Natural Projects Private Limited became the sole and absolute owner of land measuring **13 decimal**, more or less, in R.S. *Dag* No. 757, corresponding L.R. *Dag* No. 872, and land measuring **28 decimal**, out of 32 Decimal, more or less, in R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 878, totaling to **41 Decimal of land** both recorded in R.S. *Khatian* No. 951, *MouzaRamchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas. Thereafter the said **Natural Projects Private Limited mutated its name in the records of Block Land & Land Reforms Officer at Sonarpur, in L.R. Khatian Nos. 1958.**

36. Ownership of Natural Projects Private Limited: By virtue of above three purchases, the said Natural Projects Private Limited (Owner No. 1 herein), became the sole and absolute owner of (1) land measuring 7.89 decimal, more or less, in R.S. *Dag* No. 759, corresponding L.R. *Dag* No. 875, (2) land measuring 1.77 decimal, more or less, in R.S. *Dag* No. 759/1604, corresponding L.R. *Dag* No. 874, (3) land measuring 13 decimal, more or less, in R.S. *Dag* No. 757, corresponding L.R. *Dag* No. 872, and (4) land measuring 28 decimal, more or less, in R.S. *Dag* No. 760, corresponding L.R. *Dag* No. 878, totaling to 50.66 Decimal comprised in *MouzaRamchandrapur*, J.L. No. 58, within the limits of *Banhooghly I Gram Panchayet*, under Sub-Registrar at Baruipur, Police Station Sonarpur, District South 24 Parganas.

37. Mutation by Natural Projects Private Limited: Thereafter Natural Projects Private Limited mutated its name in the records of Block Land & Land Reforms Officer at Sonarpur, in L.R. *Khatian* No. 1958 in respect of First Property of natural, Second Property of Natural and Third Property of Natural.

38. Title of the Owners: In the abovementioned circumstances, the Owners acquired right, title and interest to the Said Property, free from all encumbrances.

Schedule B
(Floor Plan)

Schedule C
(Payment Plan)

Part 1

Price for the Apartment	:	Rs. _____ /-
Price for 1 (one) Car Parking	:	Rs. _____ /-
Total Price	:	Rs. _____ /-
GST	:	Rs. _____ /-
Total	:	Rs. _____ /-

Part 2

Particulars	Amount
On Application	Rs.1,00,000/-
On Booking	10% including one lac received on application.
On Execution and Registration of Agreement for Sale	10% + 50% of Legal Fees
On Completion of Foundation	10%
On Completion of 1 st floor casting of the said block	10%
On Completion of 2 nd floor casting of the said block	10%
On Completion of 3 rd floor casting of the said block	10%
On Completion of 4 th floor casting of the said block	10%
On Completion of 5 th floor casting of the said block	10%
On Completion of Plastering	10%
On Completion of Flooring	5%
On Possession	5% + 50% Legal Charges+Other Extra Charges& Deposits.

Extras

Particulars	Amount
Diesel Generator Power Backup Generator charges for limited back up.	Rs. _____/- + GST (as applicable)
Transformer Charges & Electricity Charges.	Rs. _____/- + GST (as applicable)
Club & Facility Development Charges	Rs. _____/- + GST (as applicable)
Association Formation Charges	Rs. _____/- + GST (as applicable)
Legal and Documentation Charges	Rs. _____/- + GST (as applicable)
Maintenance Charges for 3.5 Months after CC/OC	Rs. _____/- + GST (as applicable)
Advance Maintenance Deposit 8.5 Months	Rs. _____/-
Interest Free Sinking Fund	Rs.-----/-

Schedule D

(Common Areas And Facilities)

- Land underneath the building and statutory open spaces with the land
- Lobbies and staircases
- Underground and over-head reservoir, water tanks, all supply/drain water pipes (save those inside any flat), Deep Tube Well, boundary walls, main gate, meter room and roof of the building.
- Darwan/Guard/Care Taker's room
- Electric Meter Room, wiring and accessories for lighting of common areas, Pump and Motor,
- Electrical installations relating to meter for receiving electricity from WBSEDCL/CESC Ltd.
- Lift with all its installations
- Common Toilet on the ground floor
- Intercom system/CCTV
- Other common area and installations and/or equipment as provided in the new building for common use and enjoyment.

Water Treatment Plant

Schedule E
(Specifications, Amenities, Facilities)
(Which Are Part of the Said Apartment)

Structure	Earthquake resistant RCC framed construction with infill AAC block walls.
Wall	Interior: Wall putty / POP finish.
Outside Walls	High quality weather-proof cement paint.
Doors	Tough timber frames & solid core flush shutter.
Windows	Aluminum sliding window with fully glazed shutter
Floors	Bedroom, Living & Dining: Vitrified floor tiles.
Kitchen	Ceramic tiles floor with granite counter& sink. Dado of ceramic tiles up to 2ft above the counter.
Toilet & Sanitary Fittings	Ceramic tile floor. Dado of ceramic tiles on the wall up to door height. White sanitary ware of a reputed make. C.P. fitting of a reputed make.
Stair Case	Stones/ tiles/ marble.
Lift	Passenger lift of a reputed make.
Water Supply	24 hours water supply.
Electrical	Modular switches of a reputed make. Necessary electrical point with switches in all bedroom, living/dining, kitchen, and toilet. Concealed electrical wiring with PVC insulated copper wire of a reputed make.
Security Amenities	CCTV & Intercom

Receipt and Memo of Consideration

Received from the within named Allottee the within mentioned sum of **Rs.** _____ /-
(**Rupees** _____ **only**) towards part of the consideration for sale of the
Said Apartment And Appurtenances, described in the **Schedule** Babove, in the following manner:

Sl. No.	Mode	Dated	Bank	Amount (Rs.)
1.	Cheque No. _____	_____	_____ Bank	Rs. _____ .00
2.	Cheque No. _____	_____	_____ Bank	Rs. _____ .00
				Total Rs. _____ .00

Natural Projects Private Limited

represented by its Director

Pawan Agarwal

[Promoter]

Witness:

Signature _____

Signature _____

Name: _____

Name: _____

