

## CONVEYANCE

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties:**



1. **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 \_\_\_\_\_]
  
2. **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 \_\_\_\_\_]
  
3. **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 \_\_\_\_\_]

(collectively **Owners**, includes successors-in-interest)

**And**

4. **Natural Projects Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Subham', Room No. 1004,

I, 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)

(**Promoter/Developer**, includes successors-in-interest and assign/s)

**And**

3.1 \_\_\_\_\_, \_\_\_ of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Pin \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, \_\_\_\_\_ (**PAN** \_\_\_\_\_)

(**Buyer or Allottee**, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owners, Promoter/Developer and Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

#### **4. Subject Matter of Conveyance**

4.1 Said Apartment: Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ ("Building") along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square

feet, being more particularly described in Part I of Schedule B below ("Said Apartment") in Block No. \_\_\_\_\_ ("Said Block") and the floor plan of the apartment is annexed hereto and marked as Part II of Schedule B. The Said Apartment is a part of the Real Estate Project (defined in 5.10.1.(iii) below) registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**Act**), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**Rules**) and the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (**Regulations**) with the Real Estate Regulatory Authority (**Authority**) at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_ and the Real Estate Project has been developed as a project named 'Symphony Proxima' (hereinafter referred to as the "Project") is constructed on land measuring 68.58 (sixty eight point five eight) decimal, more or less, being a portion of the Property below 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 Baruipur, Police Station Sonarpur, PIN 700103, District South 24 Parganas, West Bengal Property described in Schedule A (hereinafter referred to "Said Property") by virtue of (a) a *Bengali* Deed of Gift dated 26<sup>th</sup> March, 2001, registered in the office of the Additional District Sub-Registrar at Sonarpur, Being No. 2479 for the year 2001 (b) a *Bengali* Deed of Gift dated 26<sup>th</sup> March, 2001, registered in 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 (c) a *Bengali* Deed of Gift dated 26<sup>th</sup> March, 2001, registered in 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 (d) a *Bengali* Deed of Gift dated 22<sup>nd</sup> 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 (e) a Deed of Conveyance dated 30<sup>th</sup> April, 2008, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded under Book No. I, CD Volume No. 10, at Pages from 66 to 90, Being No. 03909 for the year 2008 (f) a *Bengali* Deed of Sale dated 27<sup>th</sup> 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 and(g) a *Bengali* Deed of Sale dated 7<sup>th</sup> 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

- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block.
- 4.3 **Share In Common Areas:**Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).
- 4.4 **Said Apartment And Appurtenances:**The subject matter of this Conveyance are 4.1, 4.2 and 4.3 above, being the Said Apartment, and the Share In Common Areas, respectively which are collectively described in **Part I** of **Schedule B** below (collectively **Said Apartment**).

## 5. Background

- 5.1 **Ownership of Said Property:**The Owner Nos. 3.1 to 3.3 are the absolute and lawful owners of the Said Property i.e. land measuring approximately 68.58 (sixty eight point five eight) decimal, 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 Baruipur, Police Station Sonarpur, PIN 700103, District South 24 Parganas West Bengal. The Said Property is more particularly described in **Part I** of **Schedule A** below and the floor plan of the apartment is annexed hereto and marked as **Part II** of **Schedule B**.

- 5.2 **Development Agreement:**For the purpose of developing and commercially exploiting the Said Property by construction of the Said Complex thereon and selling various apartments/spaces (**Apartments**), the Owners and the Promoter also being the co-owner of the Said Property is entitled to carry out construction upon the Said Property on the terms and conditions recorded in 2 (two) separate development agreements i.e.1) *Bengali* Development Agreement dated 9<sup>th</sup> October, 2021, registered at the Office of the Additional District Sub-Registrar, at Sonarpur, recorded in Book No. I, Volume No. 1608-2021, Pages from 192099 to 192128, being Deed No.160806265 for the year 2021 and 2)Development Agreement dated 7<sup>th</sup> 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 Deed No. 160806061 for the year 2016 (collectively "**Development Agreement**"). In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of the apartments, parking spaces and other saleable spaces in the Said Property and to appropriate the entire consideration therefor.
- 5.3 **Real Estate Project:**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*', 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. The Said Project is presently being developed and proposed as a "real estate project" by the Promoter and is being registered as a 'real estate project' ("**the Real Estate Project or Project**") with the West Bengal Real Estate Regulatory Authority ("**Authority**"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Sanction of Plans:**The Promoter has obtained the final layout plan approvals for the Project from South 24 Parganas Zilla Parishad 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.

- 5.5 **Commencement of the Said Project:**The District Engineer, South 24 Parganas Zilla Parishad has been intimated about the commencement of the Project vide letter no. NPPL/DE/23-24 dated 10/05/2023.
- 5.6 **Registration under the Act:**The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 5.6 **Announcement of Sale:**The Developer formulated a scheme and announced sale of apartments and parking spaces to prospective purchasers (**Transferees**).
- 5.7 **Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owners' title and the Developer's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an agreement for sale dated \_\_\_\_\_ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Construction of Said Apartment:**The Developer has completed construction of the Said Apartment.
- 5.9 **Conveyance to Buyer:** In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.10 **Acceptance of Conditions Precedent:**Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.10.1 **Understanding of Scheme by Buyer:**The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

(i) **Real Estate Project:** Residential Apartment *inter-alia* consisting of Block Nos. \_\_\_\_\_ to \_\_\_\_\_ comprising of \_\_\_\_\_ (\_\_\_\_\_) residential apartments, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Said Property more particularly described in **Part I of Schedule A** below.

(ii) **Scheme of Development of Said Property:** The detailed scheme of development discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Said Property and is based on the current approved layout for the Said Property and the conceptual layout for the development of the Said Property. The conceptual layout of the development on the Said Property could be finally developed by the Promoter/Developer at its sole discretion either in terms mentioned therein or in such other manner as may be possible under the relevant /applicable laws.

(iii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

(iv) **Amenities of the Said Property:** The common areas, facilities and amenities in the Said Property including the Real Estate Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis (**Said Project included Amenities**) are listed in **Schedule D** hereunder written.

(v) **Maximum FAR:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the \_\_\_\_\_ and all other concerned authorities, and construct additional built-up area – (i) by way of additional apartments on the Project Property; and/or (ii) additional buildings/structures on any part of the remaining portion of the Said Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and give his/her/their/its express consent to the Promoter/Developer for carrying out amendments, alternations,



modifications, and/or variations in the building plans of the Said Block for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments/structures that may be constructed by the Promoter/Developer as aforesaid.

5.10.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.10.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer is confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose of all other portions of the Said Property and the Said Block to third parties at the sole discretion of the

Promoter/Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

## 6. Transfer

6.1 **Hereby Made:**The Owners and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Part I** of **Schedule B** below, being:

6.1.1 **Said Apartment:**The Said Apartment i.e. Residential 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, being more particularly described in **Part I** of **Schedule B** below in Block No. \_\_\_\_\_ and the floor plan of the apartment is annexed hereto and marked as **Part II** of **Schedule B** in the Said Block No. \_\_\_\_\_, being part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Real Estate Project named '*Symphony Proxima*' is constructed on the Project Property more particularly described in the **Part I** of **Schedule A** below, being land measuring 68.58 (sixty eight point five eight) decimal, 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 Baruipur, Police Station Sonarpur, PIN 700103, District South 24 Parganas, West Bengal.

6.1.2 **Said Land:**The Said Land Share, being the undivided, impartible, proportionate and variable share in the land underneath the Said Block as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block;

6.1.3 **Share In Common Areas:**TheShare In Common Areas, being the undivided, impartible, proportionate and variable sharein the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in**Schedule C** below.

## 7. **Consideration and Payment**

7.1 **Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), paid bytheBuyer to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

## 8. **Terms of Transfer**

8.1 **Title, Sanctioned Plans and Construction:**TheBuyer has examined or caused to be examined the following and the Buyerisfully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block and the Said Apartment And Appurtenances;
- (b) The sanctioned plans sanctioned by the \_\_\_\_\_;
- (c) The construction and completion of the Said Block, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

- 8.2 **Measurement:**TheBuyer has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.3 **Salient Terms:** The transfer of the Said Apartmentand Appurtenances being effected by this Conveyance is:
- 8.3.1 **Conveyance:**sale within the meaning of the Transfer of Property Act, 1882.
- 8.3.2 **Absolute:**absolute, irreversible and in perpetuity.
- 8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **ScheduleC**below, in common with the other co-owners of the Said Block, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartmentin the Said Block).
- 8.4 **Subject to:** The sale of the Said Apartmentand Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates &Taxes:**theBuyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:**theBuyer regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter/Developer.

- 8.4.3 **Payment of Maintenance Charge:**theBuyer regularly and punctually paying proportionate share (**MaintenanceCharge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.4 **Observance of Covenants:**theBuyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.4.5 **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by theOwners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

## 9. Possession

- 9.1 **Delivery of Possession:***Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

## 10. Outgoings

- 10.1 **Payment of Outgoings:** All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said ApartmentAnd Appurtenances to the Buyer (**Date OfPossession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

## **11. Holding Possession**

11.1 **Buyer Entitled:** The Owners and the Promoter/Developer hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

## **12. Further Acts**

12.1 **Owners and Promoter/Developer to do:** The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

12.2 **Promoter/Developerto do:** The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

## **13. Defect Liability:**

- 13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within 5 (Five) calendar year from the date of completion certificate, issued by the Concerned Authority.
- 13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Said Property. The Buyer is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.
- 13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on

the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Bungalow and in the workmanship executed.

#### **14. General**

14.1 **Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

#### **15. Interpretation**

15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.



- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

### **SCHEDULE 'A'**

#### **(Said Property)**

Land measuring approximately 68.58 (sixty eight point five eight) decimal, 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 Baruipur, Police Station Sonarpur, PIN 700103, District South 24 Parganas, West Bengal, the floor plan of the apartment is annexed hereto and marked as **Part II** of **Schedule B** and butted and bounded as follows:

- On the North** :  
**On the East** :  
**On the South** :  
**On the West** :

### **SCHEDULE 'B'**

#### **Part I**

#### **(Said Apartment and Appurtenances)**

(a) **The Said Apartment**, Residential Apartment No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, \_\_\_ (\_\_\_) car parking space measuring \_\_\_ (\_\_\_\_\_) square feet, appertaining to the aforesaid Apartment, being comprised in Apartment Block No. \_\_\_\_\_, which is part of the Said Property described in

**Schedule A** above. The layout of the Said Apartment is defined in **Part II** of **Schedule B**

(b) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment; **and**

(c) The Land Share, being undivided and impartible share in the land underneath the Said Apartment.

### 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 31<sup>st</sup> 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 3<sup>rd</sup> 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 25<sup>th</sup> 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 Bimala Kayal:** Palan Chandra Naskar sold, conveyed and transferred the aforesaid land of 4 Decimal i.e. Palan's Property in favour of **Bimala Kayal** by virtue of *Bengali* Deed of Sale dated 22<sup>nd</sup> 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 Bimala Kayal 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 Haru Kayal:** Haru Kayal, being governed by the *Dayabhaga* School of Hindu Law during his lifetime died intestate on 2001, leaving behind his wife, Bimala Kayal, 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 1/7<sup>th</sup> share each in the property of Late Haru Kayal.
- 11. Demise of Niva Purkait:** Niva Purkait, being governed by the *Dayabhaga* School of Hindu Law died intestate leaving behind her husband, Bimal Purkait, 2 (two) sons namely, (1) Arup Purkait and (2) Swarup Purkait, as her legal heirs who jointly and equally inherited the property of Late Niva Purkait in Haru's Property i.e., 1/7<sup>th</sup> share which belonged to her.
- 12. Gift to Ram Prasad Kayal and Prolad alias Prahlad Kayal:** The said legal heirs of Niva Purkait i.e. Bimal Purkait, Arup Purkait and Swarup Purkait gifted, granted and transferred 1/7<sup>th</sup> share of Late Niva Purkait 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 Prahlad Kayal** by virtue of *Bengali Deed of Gift* dated 23<sup>rd</sup> 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 Prahlad Kayal** became the owner of 1.75 Decimal of land each in Haru's Property.

**13. First Gift to Prolad alias Prahlad Kayal:** The said Ram Prasad Kayal, Bimala Kayal, Prabha Sardar, Sipra Naskar and Trishna Naskar 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, totaling to **7 Cottahs 3 Chittak 23 Sq. Ft.** [equivalent to 11.92 decimal] 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 **Prolad alias Prahlad Kayal** by virtue of *Bengali Deed of Gift* dated 26<sup>th</sup> 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 Prahlad Kayal, Bimala Kayal, Prabha Sardar, Sipra Naskar and Trishna Naskar** 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 26<sup>th</sup> 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, totaling 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 29<sup>th</sup> 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. *Dag* No. 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 Baruipur, Police Station Sonarpur, District South 24 Parganas (hereinafter referred to as **Prahlad's Property**).
- 20. Mutation by Prolad alias PrahladKayal :** Thereafter Prolad alias PrahladKayal 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 PrahladKayal, sold, conveyed and transferred land measuring about **5.66 Decimal** out of which **3.89 decimal**, lies in **R.S.**

**DagNo. 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 7<sup>th</sup> 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 Baruipur, 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, *Mouza*Ramchandrapur (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 20<sup>th</sup> 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 27<sup>th</sup> 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 1/9<sup>th</sup> 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 **22<sup>nd</sup> March, 1986**, leaving behind his wife, AsimaBiswas, and only daughter, PapiyaBiswas, as his legal heiresses who jointly and equally inherited the 1/9<sup>th</sup> 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 12<sup>th</sup> 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:** Adhir Biswas, Ajit Biswas, Srikanta Biswas, Durga Sardar, Minu Naskar, Lakshmi Kayal, Maya Mondal, Asima Biswas, and Papiya Biswas, 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, *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, out of Haripada's Property, in favour of Natural Projects Private Limited, by virtue of a Deed of Conveyance dated 30<sup>th</sup> 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, *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.

**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 *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.

**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.

**Part III**  
**(Floor Plan)**

**SCHEDULE 'C'**

(Common Areas Of the Real Estate Project)

**(Which Are Part Of the Real Estate Project)**

- Water supply pipeline in the Said Block (save those inside any Apartment)
- Water reservoirs/tanks of the Said Block
- Wiring, fittings and accessories for
- Drainage and sewage pipeline in the Said

lighting of lobbies, staircase(s) and other common portions of the Said Block/Building

Block (save those inside any Apartment)

- Intercom Network in the Said Block
- External walls of the Said Block

### **SCHEDULE 'D'**

#### **(Amenities on the Said Property)**

*(Being description of the common areas, facilities and amenities in the Said Project that may be usable by the Buyer on a non-exclusive basis along with Buyer(s)/occupants in the Said Project)*

<b>Sr. No.</b>	<b>Amenities on the Said Project</b>
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

## SCHEDULE 'E'

### (Covenants)

The Buyer covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas and Specifications and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the the Said Complex and/or the Said Property **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:**The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Buyer shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior

rights with regard to the common portions shall vest in the Facility Manager **and**(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/SaidProject.

4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the KMC Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyer, on the basis of the bills to be raised by the/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof **and** (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/Developer/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
  
5. **Buyer to Pay Common Expenses/Maintenance Charges:**TheBuyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
  
6. **Buyer to Pay Interest for Delay and/or Default:**TheBuyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer/Developer the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that



in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/SaidProject Included Amenities.

7. **Promoter's/Developer's Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
8. **No Obstruction by Buyer to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to make other constructions on the Said Complex and/or Said Project and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Buyer:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Real Estate Project (2) if the area of the Said Block/ Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and

partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.

11. **Buyer to Participate in Formation of Association and Apex Body:**TheBuyer admits and accepts that the Buyer and other intending allottees/buyers/owners of apartments/apartments/other developments comprised in the Said Complex shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all Apartment/building/s in the Other Residential Component/Non-Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

12. **Obligations of Buyer:** The Buyer shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Real Estate Project, the Said Project and the Said Complex by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex

Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project, the Said Project and the Said Complex.

- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other Apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Project Property, and outside walls of the Said Block save in the manner indicated by the Promoter/Developer/the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/Developer/the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer/the Association (upon formation) for restoring it to its original state.

- (g) **No Structural Alteration and Prohibited Installations:**TheBuyer shall not install any dish-antenna on the balcony and/or windows of the Said Block/Said Apartment and/or on any external part of the Said Block and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Apartment. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Apartment/Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said ApartmentAnd Appurtenances or the Common Areas or the Said Block. Further, the Buyer shall not make any additional construction to cover the balcony of the Said Apartment.
- (h) **No Sub-Division:**not sub-divide the Said ApartmentAnd Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:**not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Conveyance.
- (j) **Trade Mark Restriction:** not to use the name/mark *Amantran* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except**for

the purpose of address of the Said Apartment and if the Buyer does so, the Buyer shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark *Amantran*.

- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Block and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Developer/Facility Manager/Association/ Apex Body:**not obstruct the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Block and/or the Said Complex/Said Project and selling or granting rights to any person on any part of the Said Block/Said Complex/Said Project (excepting the Said Apartment and the Said Parking Space, if any).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

- (q) **No Injurious Activities:**not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) **No Storing Hazardous Articles:**not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (s) **No Signage:**not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:**not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (u) **No Installing Generator:**not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (y) **No Hanging Clothes:**not hang or cause to be hung clothes from the exterior portions of the Said Apartment.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Buyer hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.

12.1 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Apartment And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.

12.2 **No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Buyer has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Said Project in phases and to construct on other portions of the Said Property/proposed adjoining land and hence the Buyer has no objection to the continuance of construction in the other portions of the Said Property/the proposed adjoining land/the Said Complex, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.

12.3 **No Right in Other Areas:** Save and except as expressly mentioned in this Conveyance, the Buyer shall not have any right in the other portions of the Said Property/the proposed adjoining land/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Said Property/the proposed adjoining land/the Said Complex.

12.4 **Hoardings:** The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Said Property and on the

façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, and decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

13. **Said Club:**

13.1 The Promoter/Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all buyers of the Said Project. It is clarified that the decision of the Promoter/Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee.

13.2 **Membership Obligation of Buyer:** Membership of the Said Club being compulsory for all allottees/buyers of the Said Project, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s/buyer/s under this Conveyance is more than 1 (one), as be nominated *inter se* among the allottee/s/buyer/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Conveyance. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

13.3 **Membership Scheme of Said Club:** The Buyer understands and accepts that (1) membership of the Said Club shall be open only to the allottees/buyers of the Said Project/Said Complex (2) each Apartment/apartment is entitled to 1 (one) membership, irrespective of the number of owners of such Apartment (3) the membership is open only



to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an Buyer lets out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Buyer.

13.4 **Facilities of Said Club:** Notwithstanding anything contained in this Conveyance, the Buyer understands and accepts that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club (including the absolute right to modify/alter the present sanction plans pertaining to the Said Club) and the same may also be varied at the sole discretion of the Promoter/Developer.

13.5 **Commencement of Operation of Said Club:** The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of **Phase** of the Said Complex is completed and made ready. The Buyer understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.

13.6 **Club Manager:** The Buyer understands and accepts that the Said Club (at the sole discretion of the Promoter/Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter/Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyer further understands and

accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the buyers of the Said Complex shall have no right to replace the Club Manager.

**13.7 Membership Fee, Security Deposit and Monthly Subscription:** The Buyer understands and accepts that (1) the Buyer does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Buyer may have to pay separate amounts towards membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter/Developer and this shall be in addition to the Common Expenses/Maintenance Charges.

**13.8 User Charge:** The Buyer understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

#### **SCHEDULE 'F'**

##### **(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Buyer.

4. **Litigation:**All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:**All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartments) walls of the Said Block] and the road network, STP etc.
6. **Operational:**All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:**Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Buyer.
8. **Staff:**The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:**Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

**16. Execution and Delivery**

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

\_\_\_\_\_  
represented by their authorised signatory

\_\_\_\_\_  
**[Owners]**

**Natural Projects Private Limited**

\_\_\_\_\_  
represented by its Authorised signatory

\_\_\_\_\_  
**[Promoter]**

\_\_\_\_\_  
**[Buyer/Allottee]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**Witnesses:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

**Receipt of Consideration**

Received from the within named Buyer the within mentioned sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **Part I** of **Schedule B** above.

\_\_\_\_\_ represented by their authorised signatory

\_\_\_\_\_ **[Owners]**

**Natural Projects Private Limited**

\_\_\_\_\_ represented by its Authorised Signatory

\_\_\_\_\_ **[Promoter]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

