

**THIS INDENTURE** made on this        day of ....., **TWO THOUSAND TWENTY ONE**

**BETWEEN 1) SRI HARENDRA NATH DAS (PAN NO AVJPD3164E)** son of Late Tarak Chandra Das alias Late Tarak Nath Das by occupation Retired, 2) **SRI TAPAS DAS (PAN NO CGXPD4637D)** son of Late Rabindra Nath Das, by occupation Service,

**3) SRI GOUTAM DAS (PAN NO EECPD5804R)** son of Late Rabindra Nath Das by occupation Service, **4) SMT. BELA KOLE (PANNO ENSPK3020H)** alias **SMT. BELA KOLEY** alias **SMT.BELA RANI KOLEY** married daughter of Late Tarak Nath Das alias Late Tarak Chandra Das by occupation Housewife, **5) SRI BISWANATH DAS (PANNO.BFFPD5924P)** son of Late Tarak Nath Das alias Late Tarak Chandra Das, by occupation Retired, **6) SRI ARUN DASS (PAN NO. EIPPD7298G )** alias **SRI ARUN DAS** son of Late Amar Nath Dass alias Late Amar Kumar Das alias Late Amar Nath Das by occupation Service, **7) SRI BARUN KUMAR DAS (PAN NO.BWYPD7171C)** son of Late Amar Nath Das alias Late Amar Kumar Das alias Late Amar Nath Dass by occupation Service,

**8) SMT. FALGUNI DEY (PANNO.EHAPD2430N)** married daughter of Late Amar Nath Das alias Late Amar Kumar Das alias Late Amar Nath Dass by occupation Housewife, **9) SRI TARUN KUMAR DAS (PAN NO. BHAPD8883L)** son of Late Amar Nath Das alias Late Amar Kumar Das alias Late Amar Nath Dass by occupation Service, all by faith Hindu and Nationality Indian and all resident of the **premises No. 20, S.C. Ghosh Lane, P.O.&P.S.-Serampore, District - Hooghly, West Bengal, Pin-712202** represented by their constituted attorney Sri Subhash Chaudhery son of Late Nathmull Choudhery by faith Hindu, by occupation Business and bearing PAN NO. ACEPC8827H and residing at 89/318, Bangur Park, P.O. & P.S.-Rishra, District-Hooghly, West Bengal, Pin-712248 in their capacity as the **only owners hereinafter referred to as THE OWNERS/VENDORS** (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and/or assigns) of the **FIRST PART.**

**AND**

**SRI**..... son of Sri..... bearing  
**PAN NO**..... and **SMT**..... wife of  
Sri..... bearing **PAN NO**..... of.....  
.....  
.....

both by faith Hindu and citizen Indian, by occupation..... hereinafter referred to as **THE PURCHASER** (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives or its successor/successors in interest and/or permitted assigns) of the **SECOND PART**.

**AND**

**M/S NAVNIRMAN CONSTRUCTION COMPANY**, a proprietorship firm having its place of business at 89/318, Bangur Park, P.O. & P.S.-Rishra, District-Hooghly, West Bengal, Pin-712248 represented by its proprietor **SUBHASH CHAUDHERY** son of Late Nathmull Choudhery, by faith Hindu, by citizen Indian, by occupation Business and bearing **PAN NO. ACEPC8827H** and residing at 89/318, Bangur Park, P.O. & P.S.-Rishra, District-Hooghly, West Bengal, Pin-712248 hereinafter referred to as **THE DEVELOPER** (which term or expression shall unless excluded by or there be some thing repugnant to the subject or context be deemed to mean and include his heirs ,executors, administrators , legal representatives and/or assigns) of the **THIRD PART**.

**A.**Whereas one Ganesh Chandra Das was the occupier and recorded owner of a piece and parcel of land measuring about 2 Bighas 2 Cottahs 8 Chittaks 11 Sq.ft under Mouza - Mahesh and Ballavpur, comprised in R.S. Dag Nos.2285,2286,2291,2295,2299 and 1114 under Khatian Nos.586 and 255.

**B.** And whereas said Ganesh Chandra Das died intestate leaving behind his two sons namely Tarak Chandra Das and Thakur Gopal Das as his legal heirs who jointly inherited the aforesaid property in equal share left by deceased Ganesh Chandra Das.

**C.** And whereas said Tarak Chandra Das died intestate leaving behind his four sons namely Harendra Nath Das, Rabindra Nath Das, Biswanath Das, Amar Kumar Das, and one daughter named Bela Rani Koley as his legal heirs, heiress who jointly inherited the 1/2 share of the said property left by deceased Tarak Chandra Das.

**D.** And whereas said Thakur Gopal Das died intestate leaving behind his wife Durga Bala Dasi and four sons namely Gostho Behari Das , Ajit Kumar Das, Tapan Kumar Das, Ashok Kumar Das and five daughters namely Renuka Bag, Sandhya Rani Santra, Annapurna Kamley, Lakshmi Rani Das , Krishna Rani Das, as his legal heirs and heiress who jointly inherited the 1/2 share of the said property left by deceased Thakur Gopal Das.

**E.** And whereas due to inconvenience in joint possession a Deed of partition executed on 21.04.1982 between said Harendra Nath Das, Rabindra Nath Das, Biswanath Das, Amar Kumar Das, Bela Rani Koley and Durga Bala Dasi, Gostho Behari Das, Ajit Kumar Das, Tapan Kumar

Das, Ashok Kumar Das, Renuka Bag, Sandhya Rani Santra, Annapurna Kamley, Lakshmi Rani Das, Krishna Rani Das whereby and where under said Harendra Nath Das and others were jointly allotted all that piece and parcel of land measuring about 12 Cottahs 10 Chittaks 40 sq.ft. lying and situate at Mouza-Mahesh, J.L.no.15,comprised in R.S. Dag Nos. 2285,2286 under R.S. Khatian no.586 along with other properties and the said partition deed duly registered with the office of the Sub- Registrar Serampore and recorded in Book no.1, Volume no.12, pages 282 to 294, Being no. 2297 for the year 1982.

**F.** And whereas said Harendra Nath Das , Rabindra Nath Das, Biswanath Das, Amar Kumar Das, Bela Rani Koley became joint owners of all that piece and parcel of land measuring about 12 Cottahs 10 Chittaks 40 Sq.ft. along with other properties by way of aforesaid deed of partition.

**G.** In the manner as aforesaid the Owners herein are the sole and absolute Owners and jointly seized and possessed of or otherwise well and sufficiently entitled to **All THAT** piece and parcel of undivided share of land admeasuring 12 Cottahs 10 Chittacks 40 Sq ft be the same a little more or less lying and situated in Mouza Mahesh, J.L. No. 15,R.S.Khatian No.586,R.S.Dag Nos.2285 & 2286 L.R. Dag No.1797, under Serampore Municipality, Ward No XVI, Holding No.20, Satish Chandra Ghosh Lane, P.O. & P.S.- Serampore, District-Hooghly more fully and particularly mentioned, described, explained, enumerated, provided and given in **FIRST SCHEDULE** mentioned hereunder (hereinafter referred to as the said premises) free from all encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

**H.** The said Owners mentioned herein after mutating their names in the records of Serampore Municipality amalgamated their share of landed property owned by them respectively and together became the joint owners of **All THAT** piece and parcel of undivided share of land admeasuring 12 Cottahs 10 Chittacks 40 Sq ft be the same a little more or less lying and situated in Mouza Mahesh, J.L. No. 15,R.S.Khatian No.586,R.S.Dag Nos.2285 & 2286 L.R. Dag No.1797, under Serampore Municipality, Ward No XVI, Holding No.20, Satish Chandra Ghosh Lane, P.O. & P.S.- Serampore, District-Hooghly more fully and particularly mentioned, described, explained, enumerated, provided and given in **FIRST SCHEDULE** mentioned hereunder (hereinafter referred to as the said premises) and started paying Municipal Taxes and took complete charge of the above mentioned landed property.

**I.** The Owners herein being desirous of raising, constructing, erecting, promoting, Buildings and development of the multi-storied Buildings at and upon the **FIRST SCHEDULE** property mentioned hereunder and/or given, but due to inexperience and paucity of fund they could not do so and as such invited offer/s from the intending developer/s for promotion of said multi-storied Buildings thereupon and/or a part whereof.

---

**J.** The Developer herein coming to know about the intention of the Owners herein as aforesaid approached and/or offered the Owners herein to construct, erect, develop, built and promote the said multi-storied Buildings in the form of housing/commercial and/or housing-cum-commercial complex as per Building plan or plans to be sanctioned and/or approved by the authority concerned on the said premises and the Owners herein has agreed to such offer on the stipulated terms, conditions, enumerations, provisions, covenants and others as under.

**K.** The consideration/s payable as well as benefit/s/arrangement/s to be made for such offer inasmuch as the terms and conditions for such construction, promotion, erection, Buildings and development of the Buildings and providing the allotted portions to the Owners herein and selling, alienating, transferring, demising, devising, providing and delivering the allotted portions of the Developer herein consisting of Units, Flats, Car Parking Space etc. at and under the said multi-storied Buildings of the said housing/commercial and/or housing-cum-commercial complex thereof by the Developer to the intending purchaser/s and/or buyer/s have been agreed upon by and between the Parties herein.

**L.** The said Owners mentioned herein entered into an Agreement for Development into or upon the said premises on 07.05.2018 with **M/S NAVNIRMAN CONSTRUCTION CO.** the Developer herein therein also described as the Developer and guaranteed the exclusive right of Development into or upon the said premises unto and in favour of the Developer for the consideration and on the terms and conditions contained and recorded in the said Agreement ( hereinafter referred to as the Development Agreement).

**M.** By virtue of the Development Agreement dated 07.05.2018 entered into be and between the Owners herein and the Developer herein therein also described as the Developer i.e. **M/S NAVNIRMAN CONSTRUCTION CO.** agreed to undertake the work of development on the land comprised in the said premises and also to complete construction of the said Buildings in or over the said land.

N. The **DEVELOPER** have got a Building plan duly sanctioned from the Serampore Municipality bearing No. 961/2018-2019 dated 04.06.2019 for construction of three multi storied Buildings on the said premises.

O. In terms of the Development Agreement dated 07.05.2018, **executed and registered on 07.05.2018 in Book No -I and CD Volume No.0605-2018 from Pages 43088 to 43145 being No. 060501615 for the year 2018** the said Owners authorized the Developer to dispose off its allotted share of the constructed area including the proportionate undivided impartible variable share in the land on which the units/flats/ car parking spaces are proposed to be constructed, to the intending purchaser/s with a view to avoiding any legal complications in future relating to the title of the land on which the new building is constructed the owners of the land has been included as the confirming party to this conveyance.

P. The said Owners mentioned herein appointed **Sri Subhash Chaudhery** son of Late Nath Mull Chaudhery of 89/318, Bangur Park, P.O. & P.S.-Rishra, District-Hooghly as a constituted attorney on their behalf in respect of the premises described in the First Schedule hereunder written by virtue of a **Power of Attorney executed and registered on 07.05.2018 in Book No -IV and CD Volume No.0605-2018 from Pages 2438 to 2469 being No. 060500129 for the year 2018** and as such Sri Subhash Chaudhery is hereunder representing the owners who is also authorized to represent before the registration office for registration of sale deeds.

Q. The Serampore Municipality has granted the Commencement Certificate to develop the project vide approval dated 04.06.2019 bearing registration no/Plan no 961 of 2018-2019. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... under registration no. ....

R. The purchaser/s having duly inspected the title deeds and documents of the owners relating to the said premises and the said land and also the said sanctioned plan and having fully satisfied with regard thereto and also in respect of the areas, dimensions, measurements, specifications and all other details whatsoever concerning the title of the owners as to the said premises and agrees not to raise any further queries and / or objection in relation thereto and the said units / flats / car parking spaces and have entered into an Agreement with the Developer to purchase and acquire all that the flat on the .....floor of the new Buildings morefully described in the **SECOND SCHEDULE** hereunder written, which falls within the share of allocation of the **DEVELOPER** over which the **DEVELOPER** has absolute power and full authority of disposal at and for the consideration and on the terms and conditions as are herein contained and mentioned .

S. The purchasers herein entered into an agreement with the Developer to purchase and acquire the Flat no..... on the ..... floor of the said building morefully described in the second schedule hereunder written which falls within the share of allocation of the Developer over which the Developer has absolute power and full authority of disposal at and for the consideration and on the terms and conditions as are herein contained and mentioned.

T. The said Flat no..... on the ..... floor of the said building was duly constructed by the Developer.



U. The Purchasers as on before the execution of these presents paid the entire consideration money which were agreed to be paid under the said Agreement to the Developer herein for purchase of the Flat no..... on the ..... floor and have requested the Developer to have the sale completed in respect of the said Flat no..... on the ..... floor as is stated herein before in his favour and also called upon the owners to join in the conveyance.

**=Page 9=**

**NOW THIS INDENTURE WITNESSETH** in consideration of the aforesaid premises and in consideration of the aforesaid agreement and in consideration of the payment of the sum of Rs. .... ( Rupees..... ) only being value of the said flat No.... on the ..... floor of the building ( Block A/B/C) in premises no. 20, Satish Chandra Ghosh Lane, P.O. & P.S.- Serampore, District-Hooghly to the Developer herein the receipt whereof the Developer doth hereby admit and acknowledge and of and from the payment of the same release the said premises as also the purchaser and the Developer doth hereby sell, grant, convey, transfer, assign and assure unto the purchaser the said flat No..... on the..... floor more fully set out and described in the Second schedule hereunder written together with share of land with the right to use the common areas as are set out and described in the Third Schedule hereunder written but excepting and reserving unto the Developer the areas and the rights of the Developer as are set out in Fourth schedule hereunder written and subject to the terms covenants stipulations conditions and agreements contained in the Fifth schedule hereunder written and on the part of the purchaser to be observed and performed as to the covenants for the benefit and protection of the said building and binding upon the purchaser or the persons deriving title to the said agreement as covenants running with the land or however otherwise the said are called known numbered described or distinguished **TO HAVE AND TO HOLD** the said flat peaceably and quietly but subject to the terms and conditions and agreement as aforesaid unto and to the use of and benefits of the

purchaser absolutely free from all encumbrances subject however to the savings exceptions and reservations herein contained and the agreement contained herein and subject to the terms and conditions as are set out in the Fifth schedule hereunder written to be complied with and to be observed and performed by the purchaser and the purchaser shall and will at all times hereafter peaceably and quietly possess but never the less to the provisions herein and also subject to payment of inter alia the service charges, maintenance charges, rates

**=Page 10=**

and taxes, multistoried land and building taxes, sales taxes, if any and other taxes or levies or betterment tax or development charges or any other sum as are specified in the Sixth schedule hereunder written as may be fixed by the Developer or the association or syndicate or company or limited company which will be formed by the Developer which will remain entrusted with the management and maintenance of the building and the land comprised in the said premises and the purchaser shall hold possess and enjoy the said flat No..... on the ..... floor in the said premises and every part thereof and the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Developer or any person or persons lawfully or equitably claiming any estate or interest as aforesaid and at all times hereafter at the request and costs of the purchaser do execute or perform all acts deeds things and matters whatsoever for further better and more perfectly assuring the said premises and every part thereof unto the purchaser as may be reasonably required and the purchaser will pay all municipal rates and multistoried land and building taxes and other liabilities and levies payable in respect of the said flat No..... on the ... floor from the date of possession with proportionate land right and the purchaser hereby covenant with the Developer as follows :-

**a)** That the purchaser shall regularly and punctually make payments of the proportionate maintenance charges, rates and taxes, electric charges for common areas and the electricity charges for use of the same and other outgoings as per specified in the Sixth schedule hereunder

written as will be determined from time to time by the Vendor / Developer and / or the Association and / or the Company and / or the society and / or the syndicate formed or to be formed by the Developer which is or will be entrusted to look after the maintenance of the said building and the proportionate rates and taxes , multistoried land and building taxes, electricity charges etc. and the proportionate amount to be paid by the purchaser will be fixed by the Developer and / or the association and / or the society and / or the syndicate and the

**=Page 11=**

purchaser shall be bound to accept the same notwithstanding there being minor variations for the sake of convenience and the same will be paid by the purchaser within the 7<sup>th</sup> day of each month for which the same be due in case of monthly payments otherwise within seven days of demand being made for the same and in default of such payment the purchaser shall pay interest at the rate of 24% (percent) per annum till payment of the amount i.e. the default remains unpaid.

**b)** That the roof, parapet wall and outer walls of the building as also other areas which are not set apart as common areas belong to and shall continue to belong as sole and exclusive property of the Developer and that the purchaser or any person claiming through the purchaser shall not be entitled to claim or shall claim any right title and interest over the same.

**c)** The purchaser hereby agrees and covenants with the Developer that the purchaser will become a member of the association/company/syndicate/society to be formed by the Developer.

**d)** The purchaser of any flat (excepting ground floor) his/her employees, visitors and agents will have the right of ingress in and egress out of the flat through stair case, stair landings, corridor and passage leading to the main entrance situated on the road side.

**e)** All the side areas of the building shall remain the sole and absolute property of the Developer who shall be at liberty to deal with or dispose of the same at his sole discretion on such terms and conditions as he may think fit and proper.

=Page 12=

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** piece and parcel of land measuring about an area a little more or less 12 Cottahs 10 Chittack 40 Sq.ft be the same a little more or less lying and situated in Parganas Boro, Mouza Mahesh, J.L. No. 15,R.S.Khatian No.586,R.S.Dag Nos.2285 & 2286, L.R. Dag No.1797,under Serampore Municipality,(CircleNo.F), (Ward no. XVI ), Holding No.20, Satish Chandra Ghosh Lane, P.O.& P.S.-Serampore, District-Hooghly as shown in colour **RED** in the plan annexed herewith being butted and bounded in the manner as follows:

**ON THE NORTH** : By 6'0" feet wide common passage;  
**ON THE SOUTH** : By 6'0" feet wide common passage;  
**ON THE EAST** : By 6'0" feet wide common passage;  
**ON THE WEST** : By J.N. Lahiri Road.

**OR WHOSOEVER OTHERWISE** the said premises was theretofore and is now and shall hereafter be called, known, numbered, described, distinguished and reputed or known.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** the vitrified tiled floor residential flat No. .... on the ..... floor of the Building (**Block A/B/C**) in premises No.20,**S.C.GHOSH LANE**, P.O.& P.S.-Serampore, District-Hooghly, containing a carpet area measuring..... sq. ft. approximately with proportionate share of land including the right of user of the lift and common area beneath in the

above mentioned building situated and being constructed on the land more fully described in the **FIRST SCHEDULE** herein above written the site plan of which is annexed herewith.

**=Page 13=**

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** right of user in the said premises common with the Developer and owners and purchasers of the other flats / common areas and common parts shall be as follows :--

1) Stair case on all floors and lift well, lift plant, installations and lift room, 2) Stair case landings and lift landings on all floors, 3) Common passages and lobby on the ground floor excepting other assets which have not intending to be sold, 4) Tube well facility, water pump, water tank, water pipe and other common plumbing installation , 5) Electrical wiring up to main gate of flats, 6) Drains and sewers, 7) Boundary walls and main gates, 8) Such other common parts, areas, equipments, installations, fixtures , fittings and spaces in or about the said building as are necessary for the user and occupancy of the flats in common and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the roof and/or terrace, 9) Service charges and deposit to CESC Ltd. to be paid by the purchaser/s, 10) Fire fighting equipments to be provided in the common areas by the purchaser/s at their own costs, charges and expenses.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

1) The right in common with the other purchasers for the use of the common parts for ingress in and egress out from the flats/car parking spaces and /or building and premises.

2) The right in common with the other purchasers to get electricity, water connection from and to

any other flats/car parking spaces or common parts through pipes, drains, wires, conduits lying or being in under through or over the said flat as far as may be reasonably necessary for the beneficial use and occupation of the respective flats and /or car parking spaces /areas.

3) The right of protection for other parts of the building by all parts of the said flat as far as it be necessary to protect the same.

**=Page 14=**

4) The right of support from the said flat that be enjoyed by the other parts of the building.

5) The right with or without workmen and necessary materials to enter from time to time upon the said flat for the purpose of repairing so far as may be necessary for repairing such pipes, drains, wires and conduits as aforesaid provided always that save in cases of emergency the concerned purchaser/purchasers shall be given prior forty eight hours notice in written of the intentions for such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

1) The purchaser has satisfied himself /herself with the nature scope and extent of the benefits or interests in the general common areas and facilities as mentioned in the Third schedule herein and with full purport and implications of the conditions and agreements contained in this conveyance including this schedule. The purchaser has also satisfied himself/herself with the nature scope and extent of the limitations in the restricted common areas and facilities reserved to the Developer as mentioned in the Third and Fourth schedule hereto and with full purport and implications of the conditions and agreements contained in this conveyance including this schedule.

2) Subject to the provisions in this deed including the schedule and subject to the provisions of law for the time being in force the purchaser shall be entitled to exclusive ownership possession and enjoyment of the said flat together with all the benefit and facilities as herein specifically provided and the said flat shall be heritable and transferable as any other immovable property subject to fulfillment of all the terms and conditions contained in this deed .

**=Page 15=**

3) The purchaser will be entitled to transfer sell or assign his/her right and / or interest acquired under this deed or grant any leave or license or let out the same or any portion thereof and the purchaser will give 21 days prior notice in writing to the Vendor and /or the said association or syndicate or society or limited company which will be set up to take over management and maintenance of the said premises .Provided however in case of sale thereof the purchaser will pay and satisfy his/her arrears and dues, if any , payable by him/her all rates and interest to such association or syndicate or society or limited company when selling the same flat, the purchaser will also transfer all the shares and interest provided further that in case of granting of any leave of license or let out thereof the purchaser will furnish full particulars of the occupant and rent and other charges and benefits receivable by the purchaser in respect thereof to the extent necessary for the assessment of the liability for rates, taxes and other impositions.

4) The purchaser will be entitled to apply to have his/her flat separately assessed for the purpose of assessment of municipal rates and taxes if any and in so far as the same are allowable in law .

5)The flat shall always be used for residence and shall not be used or allowed to be used for any other commercial business purpose, provided however that if the purchaser shall use the flat for the purposes other than that of residence and because of such use if any rates taxes or impositions shall become payable on user of the flat for the purpose other than that of residence

than in that event the same shall be paid borne and discharged by the purchaser and the purchaser shall make payments of such rates, taxes or impositions.

6) The purchaser will from time to time and at all times keep the said flat and every part thereof in good repair and condition.

**=Page 16=**

7) The purchaser shall keep and maintain in water tight condition all electricity lines and other constructions within the areas of the said flat so that the same cannot cause any inconvenience or injure or harm to the main lines thereof and/or the building and/or to the Developer and/or other occupiers.

8) If at any time in future any addition or alterations are required to be carried out at the instance of the Municipality or any other authority the purchaser will carry out the same as per requisitions in that behalf observe and perform the same and keep the Developer indemnified of and from the violation or commission thereof.

9) The purchaser will not at any time demolish or cause to be demolished, damage or cause to be damaged the flat nor make any alteration in the elevation, railings and grills, design or outside colour scheme of the premises but the purchaser shall be entitled to have wooden partition fixed and bathrooms, urinals, lavatory, kitchen constructed and erected in his flat in the area delivered without any objection of the Developer but subject to proper sanction of the authorities concerned.

10) The purchaser shall not do anything which may be prejudicial to the soundness and safety of the said premises including the building thereon or any part thereof or may in any way impair any easement.



11) The General common areas and facilities mentioned in the Third schedule hereto excluding the restricted common areas and facilities mentioned in the Fourth schedule hereto shall at all times be held jointly by the Developer and / or flat owners and/ or occupiers of the different portions of the said premises and the purchaser.

**=Page 17=**

12) The purchaser along with the Developer, lawful occupiers of different flats shall use the said general common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the Developer and occupiers of other flats and other portions.

13) The purchaser will not place or cause to be placed in the stair ways and general common areas and facilities any furniture, luggage, articles, packages or object of any kind as such areas shall be used for no other purpose than for normal transit through them.

14) The purchaser will not close or block or permit the closing of passage and other portions of common use as aforesaid at the said building and the purchaser will not block such passage, common parts and/or other place of common uses of the said building.

15) With the purchaser including the other buyers for the time being for the said building the Developer to form an association or syndicate or society or limited company for the purpose of taking over management control and maintenance of the said building and for supervision of the general common areas and facilities the purchaser hereby undertake that he /she shall have representation in such association or syndicate or society or limited company equal to his/her percentage of interest.

16) The purchaser agrees to become and continue to be a member of the association or syndicate

or society or limited company as aforesaid. The purchaser will pay all subscription for membership fees and all costs and expenses as per his/her percentage of interest as aforesaid and shall sign and execute all applications for incorporation and registration of such association / syndicate / society / limited company including the bye laws of the proposed association or syndicate or society or limited company as the case may be.

**=Page 18=**

**17)** The purchaser will bear and pay to the Developer all proportionate municipal rates and taxes including multistoried building and land taxes, sales taxes if any, charges, duties, assessment, outgoings and impositions whatsoever made payable or levied by the Government, Municipal corporation, public authority or other charges assessed or rates as imposed on any part thereof or on the Developer and/or owner in respect thereof on proportionate basis and upon such separate assessment being made the purchaser will pay and bear his /her respective obligations and will indemnify and keep indemnified the Developer and/or owner and other purchaser will continue to pay the proportionate share of taxes and all other impositions payable if any both present and in future in respect of general common areas and facilities without any objection whatsoever.

**18)** The purchaser will not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, dust or other refuse within the said flat or store any articles or combustible goods within the general common areas and facilities or any part of the said building.

**19)** The purchaser will be entitled to post and/or exhibit any advertisements/ hoarding or any kind of poster outside the said flat and/or the exterior hereof but not in any portion of the general common areas and facilities provided however the purchaser will be entitled to put up name plate in the entrance of the said flat.

**20)** The purchaser will not keep any domestic animal without abiding by the relevant municipal laws and rules, regulations and conditions that may be made pursuant to the provisions therein contained.

**21)** The purchaser will not decorate or paint or otherwise alter the exterior of the said flat of the building or common parts of the building otherwise in the manner agreed in writing with

**=Page 19=**

the Developer or such association or syndicate or society or limited company which will be entrusted with the maintenance of the building.

**22)** The purchaser will not carry on any obnoxious, noisy, offensives, illegal or immoral activity in the said flat.

**23)** The purchaser will not cause any nuisance or annoyance to the co-purchasers and /or occupants of other portions of the building and/or flats or to the occupants of the other building / buildings in the neighbourhood or to the Developer.

**24)** The purchaser will not do anything whereby the other co-purchaser is obstructed in or prevented from enjoyment quietly and exclusively their respective flat and jointly of the common parts.

**25)** The purchaser will not claim any right to any other part of the building and common parts and common areas save as may be necessary for ingress in and egress out for man material, utilities, pipes, cables and lines to be installed in the said flat and in particular not to claim any right in any storage cubical or roof and terrace save as be expressly granted.

**26)** The purchaser will not obstruct in any manner the Developer or other person or persons permitted by the Developer in raising further stories or making other constructions or

transferring any right in or in the land or building or other flats therein.

27) The purchaser will not claim any partition or sub - division of the demised land or the common parts and not to partition the said flat by metes and bounds.

28) The purchaser will not have any right, title, interest over the roof and terrace of the top floor and the Developer shall be at liberty to construct further storey and/or stories on the roof

**=Page 20=**

and terrace of top floor and for that the purchaser/s shall not raise any objection and the Developer shall be at liberty to sell such further storey or stories to intending purchaser/s of its own choice.

29) The purchaser will permit the Developer and surveyors or agents with or without workmen at all reasonable time to enter upon the said flat and every part thereof and for all defects, decay, want or repairs to give notice on the purchaser/s to repair the same.

30) The purchaser will repair and make good all such defects or decays and want of repair to the said flat at his/her own cost within 15 days after the date of every such notice aforesaid.

31) The purchaser will observe the rules framed by the Developer and / or such body which may be entrusted in this behalf by the Developer regarding the manner of the use of the flats and common parts and demised land.

32) The purchaser will not erect any building or structure/s on the common parts or the flats.

33) The purchaser will permit the Developer and its surveyors and agents with or without workmen and others at all reasonable time upon receipt of forty eight hours notice to enter into and upon the said flat or every part thereof for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lightening

and keeping in order and good condition all services, drains, pipes, cables, water courses, gutter, wires, partly structures or other conveyances belonging to or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar or any other purpose and also for the purpose of disconnecting the supply of water and all other amenities, if any, to the said flat.

**=Page 21=**

**34)** Any delay or indulgence by the Developer in enforcing the terms of these presents or any forbearance or giving the time to the purchaser will not be construed as waiver on the part of the Developer of an breach or non-compliance of any of the terms and conditions of these presents by the purchaser nor shall the same in any manner prejudice the right of the Developer or the association or syndicate or society or the limited company.

**35)** The purchaser agrees and undertakes and shall be liable to pay the Developer and /or the association or the syndicate or the society or the limited company all proportionate charges as will be fixed by the Developer or the association or the syndicate or the society or the limited company without raising any objection whatsoever notwithstanding there being minor variations for the sake of convenience in respect of the terms and mentioned in the Sixth schedule hereunder written and in case of default the purchaser will be liable to pay interest on the said amount remaining default at the rate of 24% P.A. till payment thereof .

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

All costs of maintenance , operating , repairing , replacing, whitewashing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building , **1)** The salaries of all the persons employed for the said purpose, **2)** Insurance premium for insuring the building against earthquake, fire, lightening ,mob-violence, damages, civil commotion etc. **3)** All charges and deposits for supplying of common facilities and utilities **4)** Municipal taxes, multistoried land and building tax and other outgoings save those separately

assessed on the respective flats/car parking spaces. 5) Costs and charges or establishment for maintenance of the building and for watch and ward staff ,6)All litigation expenses for protecting the title of the building and land, 7) All other expenses and outgoings as are deemed by the Developer to be necessary or incidental or for protecting the interest & the rights of the purchaser 8) All expenses referred to above shall be proportionately borne and paid by the purchaser on and from the date of taking charges and occupation of their respective flats/car parking spaces.

**=Page 22=**

**IN WITNESSES WHEREOF** the parties hereto executed these presents the day, month and year first above written.

**WITNESSESS :**

**SIGNATURE OF THE OWNERS/VENDORS**

**SIGNATURE OF THE PURCHASERS**

**SIGNATURE OF THE DEVELOPER**

Drafted by me :-

Advocate ,