

THIS INDENTURE OF CONVEYANCE made and executed on this the _____ day of
_____ **2018 [TWO THOUSAND AND EIGHTEEN] B-E-T-W-E-E-N**

NATURAL PROJECTS PRIVATE LIMITED [PAN AACCN7137N] a company incorporated under the provisions of the Companies Act, 1956 (subsequently amended in 2013) having its registered Office at 1, Sarojini Naidu Sarani, Room No. 1004, Post Office – Park Street, Police Station – Shakespeare Sarani, Kolkata – 700017 represented by its **Director Mr. Pawan Agarwal** son of Mr. Satyanarayan Agarwal residing at 11/1, Sunny Park, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata – 700019, hereinafter referred to as the **VENDOR/OWNER** (which term or expression shall unless be excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office, successors-in-interest and/or assigns) of the **ONE PART**

-AND-

_____ **[PAN _____]**, son of _____, by faith - Hindu, by occupation - _____, residing at _____ hereinafter referred to as the **PURCHASER** (which term or expression shall unless be excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their/its heirs, heiresses, legal representatives, administrators, executors, nominees and/or assigns) of the **OTHER PART**

W H E R E A S:

1. The Vendor herein have acquired right title and interest under several registered Deeds of Conveyance all between the period 30th April 2008 to 17th November 2009 into or upon **all that** the land measuring **88.9133 Decimals** more or less lying and situate at Mouza – Ramchandrapur, J.L. No. 58, R.S. No. 196, Touzi No. 110, within the territorial jurisdiction of Sonarpur Police Station and within the local limits of the Bonhooghly – I Gram Panchayat and within the jurisdiction of the Additional District Sub-Registration Office Sonarpur, 24 Parganas (South) and in the District of 24 Parganas (South) (hereinafter referred to as the said **PLOTS OF LAND**), a detailed particulars of the several registered deeds of transfer under which the Vendor has

acquired right title and interest into or upon the said Plots of Land is morefully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.

2. Pursuant to acquiring right title and interest under the several Deeds of Sale all registered between the period 30th April 2008 to 17th November 2009, particulars whereof are morefully described and mentioned in the First Schedule hereunder written, the Vendor herein thus became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Plots of Land and recorded its name in the records of right of the Government of West Bengal upon payment of proportionate revenue at the Office of the BL & LRO Sonarpur 24 Parganas (South) and also mutated its name in the records of the Bonhooghly – I Gram Panchayat upon payment of proportionate rates and taxes as applicable.

3. The said several Plots of Lands are contiguous to each other and the same are capable of being amalgamated and as such have been amalgamated into a single independent chunk of land being **all that** the land measuring **88.9133 Decimals** in aggregate be the same a little more or less and having rayati sthitiban dakhali rights therein and comprised in **L.R. Dag No. 905** (corresponding to R.S. Dag No. 777) measuring **46.50 Decimals** more or less and corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 898** (corresponding to R.S. Dag No. 775) measuring **4.00 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 905** (corresponding to R.S. Dag No. 777) measuring **6.50 Decimals** more or less and **L.R. Dag No. 898** (corresponding to R.S. Dag No. 775) measuring **7.00 Decimals** more or less both corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 905** (corresponding to R.S. Dag No. 777) measuring **7.00 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 910** (Corresponding to R.S. Dag No.782) measuring **12.0868 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958** and **L.R. Dag No. 909** (Corresponding to R.S. Dag No.781) measuring **0.8265 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 829** (Corresponding to R.S. Dag No. 736) measuring **3.31 Decimals** more or less and corresponding to **L.R. Khatian No. 2104** and **1958** and **L.R. Dag No. 829**

(Corresponding to R.S. Dag No. 736) measuring **1.69 Decimals** more or less and corresponding to **L.R. Khatian Nos. 2104 and 1958** lying and situate at Mouza – Ramchandrapur, J.L. No. 58, R.S. No. 196, Touzi No. 110, within the territorial jurisdiction of Sonarpur Police Station and within the local limits of the Bonhooghly – I Gram Panchayat and within the jurisdiction of the Additional District Sub-Registration Office Sonarpur, 24 Parganas (South) and in the District of 24 Parganas (South) (hereinafter collectively referred to as said **PREMISES**) (which is morefully and particularly described and mentioned in the **SECOND SCHEDULE** hereinbefore written).

4. Immediately after mutation of its name the Vendor herein made an application dated 2nd February 2010 being conversion case No. 18/10 at the Office of the Sub Divisional Land and Land Reforms Officer, Baruiipur, South 24 Parganas for conversion of the land use from Danga and Bagan to Bastu (homestead), the said conversion case being No.18/10 was allowed and disposed off in pursuance of an order dated 22nd March 2010 and the land use was changed from Danga and Bagan to Bastu (homestead).
5. In order to commercially exploit the said Premises to its maximum extent the Vendor herein has framed a scheme for development of a residential complex comprising of several building blocks to be constructed on the said Premises and each building block comprising of several self contained flats/units/apartments and dedicated car parking spaces and constructed spaces to be constructed in pursuance of a plan and capable of being held and enjoyed independent of each other.
6. In pursuance of the said scheme for development the Vendor herein has caused a map or plan to be sanctioned and which was approved and sanctioned by the concerned department of the Zilla Parishad South 24 Parganas being **sanctioned plan approval No. 520/650/KMDA dated 15th November 2017** (hereinafter referred to as the said **PLAN**) and also obtained all necessary permissions approvals consents and/or sanctions for construction of the said residential complex comprising of four building blocks and each of such building block comprised of a ground plus four storied building proposed to be constructed at the said Premises (hereinafter referred to as the said **RESIDENTIAL COMPLEX**) and each building block comprising of

several self contained flats/units/apartments capable of being held and enjoyed independent of each other and dedicated car parking spaces and constructed spaces at the ground floor of the said Premises (hereinafter referred to as the said **FLATS/UNITS/APARTMENTS**).

7. In pursuance of an application as made by the Vendor/Owner for registration under the West Bengal Housing Industry Regulation Act, 2017 (hereinafter referred to as the said **ACT**), the Authorised Officer as constituted under the said Act has granted necessary registration and all subsequent permissions to the said Vendor/Owner to carryout construction activities in consonance with the relevant provisions under the said Act.

8. By an Agreement for Sale dated ____ day of _____ 2018 entered into between the Vendor/Owner herein (therein referred to as the Vendor/Owner of the One Part) and the Purchaser herein (therein referred to as the Purchaser of the Other Part) the Vendor/Owner has agreed to sell and transfer and the Purchaser has agreed to Purchase and acquire on ownership basis **ALL THAT** the **Flat No. -----** on the ----- - of Block No. ---- of the said Residential Complex presently in course of construction at the said Premises containing by ad-measurement -----**Sq. Ft.** (Super Built-up Area) corresponding to -----**Sq. Ft.** (Built-up Area) AND TOGETHER WITH **one Open/ Covered Car Parking Space in the ground floor** in the said Premises AND TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities forming part of the said Residential Complex AND TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said Premises and attributable to the said Flat (more fully and particularly described in the **THIRD SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT AND THE PROPERTIES APPURTENANT THERETO**) at or for a consideration of **Rs. _____/- [Rupees _____ Only]** and on such terms and conditions hereinafter appearing;

9. At or before execution of these presents, the Purchasers have represented, agreed and fully satisfied themselves with regard to: -
 - i) the title of the Vendor/Owner in respect of the said Premises;

- ii) the right of the Vendor/Owner to sell transfer and convey the said Flat And The Properties Appurtenant Thereto;
- iii) having caused inspection of the Plan and/or any modified Plan as sanctioned by the authorities concerned;
- iv) the understanding of the scheme of development of the said Premises;
- v) the common areas, common parts or portions, common facilities and/or utilities, common installations and rendition of common services at the said Premises (more fully and particularly mentioned and described in **FOURTH SCHEDULE** hereunder written) and has agreed not to raise any objections whatsoever or howsoever;
- vi) the total super built up area or chargeable area and/or corresponding built up area forming part of the said **FLAT**;
- vii) workmanship or the quality of material used in construction of the said **FLAT** and as such the Purchaser undertakes not to claim or not to have any claim on account of workmanship or the materials used in construction of the said **FLAT**;
- viii) Waives all claims of any, for any delayed delivering of the said **FLAT** and acknowledges that the delay, if any, was because of circumstances beyond the control of the Vendor/Owner;
- ix) having received copies of all the documents of title as recited herein above;
- x) having received a copy of the sanctioned plan and/or modified plan;
- xi) having obtained independent legal advice and this deed has been approved by the advocate engaged by the Purchasers.

12. In these presents unless it is repugnant to or inconsistent with, the following expressions shall have the following meanings:

12.1 **ARCHITECT** shall mean Subir Kumar Basu of 4, Broad Street, Kolkata – 700 019 or any other firm of architects appointed by the Vendor/Owner.

12.2 **BUILDING BLOCKS** shall mean the four building blocks proposed to be constructed at the said residential complex each comprising of a ground plus four storied building

and/or other structures to be constructed at the said Premises in accordance with the plan sanctioned by the authorities concerned with any variations as may be permitted.

- 12.3 **PURCHASERS** shall mean the said (1) Mr. ----- AND (2) Smt. ----- and shall mean their respective heirs, heiresses, legal representatives, executors, administrators, nominees, successors and/or assigns.
- 12.4 **CO-OWNERS** according to the context shall mean the persons who for the time being, own any Flat/Unit in the Residential Complex or have agreed to purchase the same and have taken possession thereof (including the Vendor for those units and other constructed spaces not alienated by the Vendor and/or reserved and/or retained by the Vendor for its own exclusive use).
- 12.5 **CAR PARKING SPACE** shall mean all that the **one open/ covered Car Parking Space in the ground floor** of the said Premises.
- 12.6 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said Premises and/or the said Residential Complex and the said building blocks and in particular the common parts, areas, facilities, installations and meeting of the common expenses and matters relating to mutual rights and obligations of the owner of various Flats/ Units/Apartments and common use and enjoyment thereof.
- 12.7 **COMMON EXPENSES/MAINTENANCE CHARGES** shall mean and include all expenses for the maintenance management upkeep and administration of the Premises and the Residential Complex and in particular the common areas and installations and rendition of common services in common to the co-owners and all other expenses for the common purposes (including those mentioned in the **FIFTH SCHEDULE** hereunder written) to be borne, paid, contributed and shared by the Purchasers and the Co-owners.
- 12.8 **COMMON PARTS AND PORTIONS** shall mean and include lobbies, staircases, passageways, Lifts, Lift-shafts, sub-station, pump rooms, machine room, water tank, generator room and other facilities whatsoever required for maintenance and/or management of the building to be determined by the Vendor/Owner in its absolute

discretion at the time of making over of possession of the said Flat (more fully and particularly described in the **FOURTH SCHEDULE** hereunder written).

12.9 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective flats.

12.10 **SAID PREMISES** shall mean **ALL THAT** the land measuring **88.9133 Decimals** in aggregate be the same a little more or less and having rayati sthitiban dakhali rights therein and comprised in **L.R. Dag No. 905** (corresponding to **R.S. Dag No. 777**) measuring **46.50 Decimals** more or less and corresponding to **L.R. Khatian No. 2104** and **1958, L.R. Dag No. 898** (corresponding to **R.S. Dag No. 775**) measuring **4.00 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 905** (corresponding to **R.S. Dag No. 777**) measuring **6.50 Decimals** more or less and **L.R. Dag No. 898** (corresponding to **R.S. Dag No. 775**) measuring **7.00 Decimals** more or less both corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 905** (corresponding to **R.S. Dag No. 777**) measuring **7.00 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 910** (Corresponding to R.S. Dag No.782) measuring **12.0868 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958** and **L.R. Dag No. 909** (Corresponding to R.S. Dag No.781) measuring **0.8265 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 829 (R.S. Dag No. 736)** measuring **3.31 Decimals** more or less and corresponding to **L.R. Khatian No. 2104** and **1958** and **L.R. Dag No. 829 (R.S. Dag No. 736)** measuring **1.69 Decimals** more or less and corresponding to **L.R. Khatian No. 2104** and **1958** lying and situate at Mouza – Ramchandrapur, J.L. No. 58, R.S. No. 196, Touzi No. 110, within the territorial jurisdiction of Sonarpur Police Station and within the local limits of the Bonhooghly – I Gram Panchayat and within the jurisdiction of the Additional District Sub-Registration Office Sonarpur, 24 Parganas (South) and in the District of 24 Parganas (South) (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

12.11 **PLAN** shall mean the Building plan sanctioned by the authorities concerned being **sanctioned plan approval No. 520/650/KMDA dated 15th November 2017** and shall include any modification or variation as may be made by the Vendor/Owner from time to time with prior sanction from the authorities concerned which may even include subsequent sanction of additional floors over and above the existing sanctioned floors.

12.12 **RESIDENTIAL COMPLEX** shall mean the said Premises which has been earmarked as the Residential Complex and to comprise of four building blocks and each building block and/or building comprising of several self contained flats/units/apartments constructed spaces and dedicated car parking spaces.

12.13 **VENDOR** shall mean the said **NATURAL PROJECTS PRIVATE LIMITED** and shall include the present director and/or directors and/or those who may be taken in and/or admitted as director and/or directors and their respective heirs, legal representatives, executors, administrators, nominees, successors and/or assigns.

12.14 **FACILITY/SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks and soakways and any other apparatus for the supply of water, electricity, gas or telephone or television signals or for the disposal of foul or surface water.

12.15 **SINKING FUND/RESERVE FUND** at or before entering into this agreement it has been expressly communicated to the Purchasers that the said Residential complex is to be kept and retained as a decent residential complex in Kolkata and as such to avoid any controversy in future and also for ensuring that proper maintenance and up-keep of the Buildings forming part of the said Premises continues it has been agreed that the Purchasers shall keep in deposit with the Vendor/Owner a sum as may be agreed or determined by the Vendor/Owner in its absolute discretion towards Sinking/Reserve Fund which shall be held free of interest by the Vendor/Owner and upon the formation of the Society / Association / Holding Organization / Syndicate / Welfare Association (hereinafter referred to as the said **HOLDING ORGANISATION**) made over to the Holding Organization which shall be entitled to invest the same in such securities and

in such manner as the Holding Organization may think fit and apply the income for the purpose of meeting the expenses which may be necessary or required or the purpose of repairs maintenance security and upkeep of the building and such deposit towards such sinking fund/reserve fund shall not absolve the Purchasers of their obligation for the payment or contribution for periodical maintenance and other charges.

12.16 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Purchasers takes actual physical possession of the said Flat/Unit after fulfilling all his liabilities and obligations in terms of the Article VI hereinafter or the date of expiry of the period specified in the notice by the Vendor to the Purchasers to take possession of the said Flat/Unit in terms of the said Article VI irrespective of whether the Purchasers takes actual physical possession of the said Flat/Unit or not, whichever be earlier.

12.17 **SALABLE AREA/SUPER BUILT UP AREA/CHARGEABLE AREA** shall mean the total built up area of the Flat/Unit including the proportionate share in the common parts, portions, areas or facilities and amenities comprised in the said Residential Complex and the aggregate of the same shall be the super built up area/chargeable area of the Flat/Unit.

12.18 **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit (including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit).Such area shall be certified by the Architect.

12.19 **THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT** the **Flat No. -----** on the ----- floor of Block No.1 of the said New Residential Complex presently in course of construction at the said Premises containing by ad-measurement ----- **Sq. Ft.** (Super Built-up Area) corresponding to ----- **Sq. Ft.** (Built-up Area) **AND TOGETHER WITH one Open/ Covered Car Parking Space in the ground floor** in the said Premises **AND TOGETHER WITH** the proportionate share or interest in all common parts portions areas and facilities forming part of the

said Residential Complex AND TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said Premises and attributable to the said Flat (more fully and particularly described in the **THIRD SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT AND THE PROPERTIES APPURTENANT THERETO**).

12.20 **USER/HOUSE RULES** shall mean the rules and regulations regarding the user/holding of the said Flat as hereinafter stated.

NOW THIS INDENTURE WITNESSETH as follows :

I. THAT in pursuance of the said Sale Agreement dated ____ **day of** _____, **2018** AND in further consideration of a sum of **Rs.** _____/- [**Rupees** _____ **Only**] of the lawful money of the Union of India well and truly paid by the Purchasers to the Vendor/Owner herein at or before the execution hereof (the receipt whereof the Vendor/Owner doth hereby as also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release exonerate and discharge the Purchasers and also the said Flat And The Properties Appurtenant Thereto hereby intended to be sold and transferred) Vendor/Owner doth hereby sell, transfer, convey and/or release, relinquish and disclaim all its right title interest into or upon the said Flat And The Properties Appurtenant Thereto unto and in favour of the Purchasers herein absolutely and forever, the Vendor/Owner doth hereby sell transfer convey assure grant and assign **FIRSTLY ALL THAT** the Flat No. **Flat No.** ----- admeasuring ----- **Sq. Ft.** (Super Built-up Area) corresponding to ----- **Sq. Ft.** (Built-up Area) more or less on the ----- **floor** of the **Block No.** --- constructed upon the said Premises and forming such part or portion of the said Residential Complex **AND SECONDLY ALL THAT** the **one open/covered Car Parking Space in the ground floor** of the Block No. I constructed on the said Premises **AND THIRDLY ALL THAT** the undivided proportionate share or interest in all common parts portions areas and facilities comprised in the said new

building blocks constructed on the said Premises (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or interest in the land attributable to the said Flat And The Properties Appurtenant Thereto and forming part of the said Premises (hereinafter collectively referred to as the said **FLAT AND THE PROPERTIES APPURTENANT THERETO**) more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other Co-Purchaser and the Vendor/Owner and other lawful occupants of the new building blocks situated at the said Premises **AND THE VENDOR/OWNER** doth hereby transfer, convey, assign, assure and disclaim all its right, title interest into or upon the said Flat And The Properties Appurtenant Thereto unto and in favour of the Purchasers BUT EXCEPTING AND RESERVING such rights easements quasi-easements privileges reserved for any particular flat/units and/or the Society and/or Association and/or Holding Organization of the Co-owners (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat/Unit And The Properties Appurtenant Thereto (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all rights to use and enjoy the ultimate roof AND the Vendors and each of them also transfer, release, relinquish, assign and disclaim all their respective right title and interest into or upon the said Flat And The Properties Appurtenant Thereto **TO HAVE AND TO HOLD** the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers SUBJECT TO the restrictions and House Rules (more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written) **AND ALSO** SUBJECT TO the Purchasers making payment of the maintenance charges and other charges payable in respect of the said Flat And The Properties Appurtenant Thereto (such Maintenance Charges more fully and particularly mentioned and described in the

FIFTH SCHEDULE hereunder written) to the Society and/or Association and/or Holding Organization.

II. **AND THIS DEED FURTHER WITNESSETH** that in consideration of the scheme for development of the said Premises and in further consideration of the said Agreement for Sale AND in further consideration of the amount paid to the Vendor/Owner as herein above AND in further consideration of the discharge of the obligation of the Vendor/Owner under these presents and for the purpose of beneficial use and enjoyment of the said Flat And The Properties Appurtenant Thereto the Vendor/Owner doth hereby sell transfer convey assure assign release and relinquish unto and in favour of the Purchasers herein ALL THAT the undivided impartible indivisible proportionate share or interest in the land comprised in the said Premises and attributable to the said FLAT (hereinafter referred to as the **UNDIVIDED SHARE**) **TO HAVE AND TO HOLD THE SAME** absolutely and forever unto and to the use of the **PURCHASERS**.

III. **AND THE VENDOR/OWNER DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:

(a) THAT notwithstanding any act deed matter or thing whatsoever by the Vendor/ Owner done or executed or knowingly suffered to the contrary the Vendor/ Owner is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flat And The Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor/ Owner now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Flat And The Properties

Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid.

- (c) THAT the said Flat hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispense debuttar or trust made or suffered by the Vendor/ Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor/ Owner.
- (d) THAT the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor/ Owner or any person or persons having or lawfully or equitably claiming as aforesaid.
- (e) THAT the Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispense debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor/ Owner or any person or persons lawfully or equitably claiming as aforesaid.
- (f) AND FURTHER THAT the Vendor/ Owner and all persons having or lawfully or equitably claiming any estate or interest in the said Flat or any part thereof through under or in trust for the Vendor/ Owner shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.
- (g) THAT the Vendor/ Owner has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the

said Flat/Unit hereby sold granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

- (h) THAT simultaneously with the execution of these presents and subject to payment of the total consideration and deposits, charges, rates and taxes payable by the Purchasers towards the purchase of said Flat/Unit And The Properties Appurtenant thereto, the Vendor/Owner shall put the Purchasers into vacant, peaceful and khas possession of the said Flat/Unit.

IV. **AND THE PURCHASERS SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT/UNIT HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR/OWNER** as follows:

- (a) THAT the Purchasers and all other persons deriving title under them shall and will at all times hereafter shall observe the Restrictions/House Rules regarding the user of the said flat/unit. For the benefit of the Purchasers and/or occupants of various flats and other spaces in the said Residential Complex the Vendor/Owner has formulated the "House Rules and Restrictions" which are morefully mentioned and described in the **EIGHTH SCHEDULE** hereunder written.
- (b) THAT the Purchasers shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, urban land tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat/Unit and proportionately for the new Building as a whole and proportionately for the common parts and portions.

- (c) THAT the Purchasers shall within three months from the date of execution of these presents shall apply for obtaining mutation of his/her/its/their name/s as the owner of the said Flat/Unit from the Bonhooghly – I Gram Panchayat and shall also obtain separate assessment of the said Flat/Unit and so long the said Flat/Unit is not separately assessed the Purchasers shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, as may be determined and fixed by the Holding Organization.

V. **AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

- (a) THAT the Undivided share in the land comprised in the said Premises and the proportionate share in common parts and portions hereby sold and transferred and attributable to the said Flat/Unit shall always remain indivisible and impartible unless specified.
- (b) THE right of the Purchasers shall remain restricted to the said Flat/Unit and Proportionate share or interest in the common parts, portions areas, facilities and/or amenities comprised in the said building and/or the said Premises.
- (c) THE occupiers of the Residential Complex shall be entitled to use all the common parts and portions of the building including the **ULTIMATE ROOF** which shall be in the use and occupation of the residents of the said Residential Complex.
- (d) The said Residential Complex shall always be known as "**SYMPHONY SERENITY - I**".
- (e) At or before entering into these presents the Purchasers have made themselves aware that the said Residential Complex which essentially comprises of four residential building blocks and the Purchasers agree to maintain the decency of

the said RESIDENTIAL COMPLEX and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to affect the decency of the said residential complex adversely and the Purchasers further acknowledge that non payment of maintenance charges is likely to affect the rendition of common services and maintenance of common parts and portions.

- (f) The Vendor/Owner has provided for separate electricity meter for the said Unit/Flat in the name of the Purchasers and the Purchasers shall be liable and agree to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

VI. **AND THE PURCHASERS HEREBY FURTHER AGREE AND COVENANTS WITH THE VENDOR/OWNER** as follows:

- i) The Purchasers along with other flat/unit owners in the Building known as **"SYMPHONY SERENITY - I"** will form an Holding Organization being a Company or Society or Association to hold the common parts and portions and also to provide maintenance of such common parts and portions and rendition of the common services to the owners and/or occupiers of the said Residential Complex constructed at the said Premises and the Purchasers shall be liable and have agreed to contribute the proportionate share for common services as well as maintenance charges. Until formation of the said Holding Organisation, the said proportionate share for common services as well as maintenance charges shall continue to be paid to the Vendor/Owner and in no event the Purchasers shall withhold payment of the services and maintenance charges.
- ii) AND IT IS HEREBY expressly agreed that this Deed of Conveyance shall supersede all previous agreements brochures arrangements representations and writings and the Parties hereto shall be governed by the terms and conditions herein contained.

- iii) In terms of the said Plan the Vendor/Owner has agreed to construct erect and complete the said proposed residential complex which is to remain completely autonomous and independent however the Vendor/Owner herein reserves the right to add or cause to be added further areas and/or lands being adjacent and/or contiguous to the said Premises to form part of the said Residential Complex. The Vendor/Owner shall at all times be entitled to purchase, acquire and aggregate such additional lands that are contiguous to the said Premises and commercially exploit the same and for such commercial exploitation the Vendor shall be entitled to access the additional lands through the said Premises, obtain statutory sanctions for construction on the basis of such access or point of ingress and egress and shall have all such right of way or to pass or re-pass through the said Premises and take all such essential services like water connection, pipelines, electricity cables underground or overhead, underground sewerage lines, drainage connections and other essential services (hereinafter referred to as the said **ADJACENT PROPERTIES**).

VII. AND THE PURCHASERS HEREBY FURTHER AGREE AND COVENANTS WITH THE VENDOR/OWNER as follows:

- (a) The Purchaser has understood and accepted the scheme of development of the said Residential Complex as built and constructed at the said Premises.
- (b) The rights of the Purchasers shall always remain limited to ownership of (i) the said Flat (ii) the undivided proportionate share in the land comprised in the said Premises (iii) the right to park in the Car Parking Space, as applicable and/or if any (iv) the User Rights in the Common Areas of the said Residential Complex and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the common areas or any other component or constituent.

- (c) The common areas shall always be and remain subject to change and modification, as be deemed fit and necessary by the Vendor/Owner, to accommodate its future plans regarding the said Premises and/or the said Residential Complex and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any objection or hindrance thereto.
- (d) The Purchasers shall only have user rights in the common areas, facilities, amenities, installations and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim of ownership on any component or constituent of the common areas.
- (e) The undertaking of the Purchasers to the Vendor/Owner that the Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Vendor/Owner, right and entitlement of the Vendor/Owner in the said Premises, the sanctioned plan, all connected and linked papers, the right of the Vendor/Owner to grant this conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchasers and the covenants mentioned above and/or the said Agreement and/or elsewhere in this conveyance and the Purchasers hereby accept the same and shall not raise any objection with regard thereto.
- (f) The undertaking of the Purchasers to the Vendor/Owner that the right, title and interest of the Purchasers are confined only to the said Flat And The Properties Appurtenant Thereto and the Vendor/Owner is entitled to deal with and dispose off all other portions of the said Premises and the said Residential Complex to third parties at the sole discretion of the Vendor/Owner, which the Purchasers hereby accept and to which the Purchasers, under no circumstances, shall be entitled to raise any objection.
- (g) The Purchasers have satisfied themselves regarding the measurement of the said Flat and agree and covenant with the Vendor/Owner not to ask for any

details or question regarding the computation of area or make any claims in respect thereof.

VIII. **MAINTENANCE AND HOLDING ORGANISATION**

1. All the common parts and portion in the said Residential Complex will remain vested and/or be controlled by a Holding Organization, who will also be responsible for providing common services, such Holding Organization will be the representative body of all the flat owners and the Residential Complex;
2. The Holding Organization will be a society, syndicate, limited liability partnership, company and such other organization including ad hoc committee and Purchasers herein including all other purchasers of the said Residential Complex will be bound by the rules and regulations as may be framed from time to time by such holding organization;
3. Simultaneously with the execution of these presents the Purchasers will automatically be deemed to have become a member of such holding organization and to pay and contribute such amount as may be fixed and determined by such holding organization with the intent and object that the Purchasers will be bound by the rules and regulations of the said holding organization as if an agreement has been entered into between the holding organization and the Purchasers herein;
4. Upon completion of the said Residential Complex, the Vendor/Owner shall be entitled to form and constitute ad hoc committee (hereinafter referred to as the "**Committee**"), such committee to comprise of more than 15 members (hereinafter referred to as the "**Committee Members**") and the first Ad hoc Committee will be such as may be constituted by the Vendor/Owner out of the Flat Owners in the said Residential Complex;

5. Until the formation of the ad hoc committee of the holding organization, the Vendor/Owner may provide the common services and such common services may be provided by such agency or facility Management Company (F.M.C.), who may be nominated by the Vendor/Owner and the Purchasers shall be bound and have agreed to regularly and punctually make payment of the common area maintenance charges (CAM Charges);
6. Such maintenance charges shall be paid regularly and punctually and for the purpose of making payment the Vendor/Owner and/or ad hoc Committee and the Facility Management Company shall be entitled to have a pre-estimate of such maintenance charges for a year and based on that the Purchasers shall make payment on the CAM charges month by month and to be finally adjusted at the close of the financial year;
7. In the event of non-payment of such CAM charges, the Vendor/Owner and/or ad hoc committee and/or Facility Management Company and/or Holding organization as the case may be, shall be entitled and the Purchasers hereby consent:-
 - i) To discontinue supply of electricity;
 - ii) To discontinue supply of water to the said flat;
 - iv) To prevent the using of lifts;
 - v) To withdraw all other facilities, amenities as provided in the said Residential Complex. And the same shall not be restored until such time the Purchasers have made payment of such arrear and/or outstanding CAM charges with interest chargeable @18% per annum and restoration charges and any other charges as applicable, it will not be obligatory on the part of the Vendor/Owner and/or ad hoc committee and/or Facility Management Company to give a prior notice and the Purchasers hereby waives the requirement of such notification, in such situations.

THE FIRST SCHEDULE ABOVE REFERRED TO
(PARTICULARS OF TITLE OF THE SAID PLOTS OF LAND)

SL NO.	NAME OF VENDOR	NAME OF PURCHASER	DEED NO., DATE AND PLACE OF REGN.	NATURE OF LAND	R.S. DAG NO.	L.R. DAG NO.	L.R. KHATIAN NO.	AREA CONVEYED
1.	Adhir Biswas, Ajit Biswas, Srikanta Biswas, Durga Sardar, Minu Naskar, Lakshmi Kayal, Maya Mondal, Asima Biswas and Papiya Biswas	Natural Projects Pvt. Ltd.	I – 3907 of 30th April 2008 ADSR – Sonarpur (24 Pgs South)	Bastu	777	905	2104 & 1958	46.50
2.	Satyakinkar Biswas	Natural Projects Pvt. Ltd.	I – 6826 of 2nd July 2008 ADSR – Sonarpur (24 Pgs South)	Bagan	775	898	2104 & 1958	4.00
3.	Satyakinkar Biswas	Natural Projects Pvt. Ltd.	I – 6826 of 2nd July 2008 ADSR – Sonarpur (24 Pgs South)	Bastu	777 775	905 898	2104 & 1958	6.50 7.00
4.	Arati Naskar, Bharati Mondal and Jamuna Biswas	Natural Projects Pvt. Ltd.	I – 3380 of 25th March 2009 ADSR – Sonarpur (24 Pgs South)	Bastu	777	905	2104 & 1958	7.00
5.	Bulbul Biswas	Natural Projects Pvt. Ltd.	I – 5901 of 25th May 2009 ADSR – Sonarpur (24 Pgs South)	Bastu	781 782	910 909	2104 & 1958	12.0868 0.8265
6.	Bankim Chandra Sardar, Lakshmirani Sardar, Prafulla Sardar,	Natural Projects Pvt. Ltd.	I – 8278 of 30th July 2009 ADSR –	Bastu	736	829	2104 & 1958	3.31

	Ananda Sardar, Lakshman Sardar, Santi Naskar, Sandhya Bachhar, Minati Karmakar, Shyamal Jadav Shyamali Ghosh		Sonarpur (24 Pgs South)					
7.	Amulya Charan Naskar, Minati Naskar, Anubha Mondal, Moyna Naskar, Sanghamitra Dhali and Shobhan Naskar	Natural Projects Pvt. Ltd.	I – 11377 of 17th November 2009 ADSR – Sonarpur (24 Pgs South)	Bastu	736	829	2104 & 1958	1.69
TOTAL AREA:								88.9133

THE SECOND SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT the land measuring **88.9133 Decimals** in aggregate be the same a little more or less and having rayati sthitiban dakhali rights therein and comprised in **L.R. Dag No. 905** (corresponding to **R.S. Dag No. 777**) measuring **46.50 Decimals** more or less and corresponding to **L.R. Khatian No. 2104** and **1958, L.R. Dag No. 898** (corresponding to **R.S. Dag No. 775**) measuring **4.00 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 905** (corresponding to **R.S. Dag No. 777**) measuring **6.50 Decimals** more or less and **L.R. Dag No. 898** (corresponding to **R.S. Dag No. 775**) measuring **7.00 Decimals** more or less both corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 905** (corresponding to **R.S. Dag No. 777**) measuring **7.00 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 910** (Corresponding to R.S. Dag No.782) measuring **12.0868 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958** and **L.R. Dag No. 909** (Corresponding to R.S. Dag No.781) measuring **0.8265 Decimals** more or less corresponding to **L.R. Khatian Nos. 2104** and **1958, L.R. Dag No. 829** (**R.S. Dag No. 736**) measuring **3.31 Decimals** more or less and corresponding to **L.R. Khatian No. 2104** and **1958** and **L.R. Dag No. 829** (**R.S. Dag No. 736**) measuring **1.69 Decimals**

more or less and corresponding to **L.R. Khatian No. 2104** and **1958** lying and situate at Mouza – Ramchandrapur, J.L. No. 58, R.S. No. 196, Touzi No. 110, within the territorial jurisdiction of Sonarpur Police Station and within the local limits of the Bonhooghly – I Gram Panchayat and within the jurisdiction of the Additional District Sub-Registration Office Sonarpur, 24 Parganas (South) and in the District of 24 Parganas (South), a detail whereof is set out hereinafter:-

SL. No.	R.S. Dag No.	L.R. Dag No.	L. R. Khatian No.	Nature of Land	Share in Dag conveyed	Total Area in Dag (Decimal)	Area Conveyed (Decimal)
1.	777	905	2104 & 1958	Bastu	0.4559	102.00	46.50
2.	775	898	2104 & 1958	Bagan	0.3636	11.00	4.00
3.	777	905	2104 & 1958	Bastu	0.0637	102.00	6.50
4.	775	898	2104 & 1958	Bagan	0.6364	11.00	7.00
5.	777	905	2104 & 1958	Bastu	0.0686	102.00	7.00
6.	782	910	2104 & 1958	Bastu	0.3777	32.00	12.0868
7.	781	909	2104 & 1958	Bastu	0.2755	3.00	0.8265
8.	736	829	2104 & 1958	Bastu	0.1742	19.00	3.31
9.	736	829	2104 & 1958	Bastu	0.0890	19.00	1.69
TOTAL							88.9133

OR HOWSOEVER OTHERWISE the said **PREMISES** or the same is now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished in the manner as set out hereinafter:-

ON THE NORTH : Partly by tile shed of Kamal Mondal, partly by vacant land of Satya Biswas and partly by one storied house of Naren Mondal;

ON THE SOUTH : Panchayat Road;

ON THE EAST : Partly by one storied house of Haren Mondal, partly by factory shed and partly by one storied house of Nilmoni Sardar;

ON THE WEST : Vacant land of Rabin Sardar.

THE THIRD SCHEDULE ABOVE REFERRED TO

(THE SAID FLAT AND THE PROPERTIES APURTENANT THERETO)

ALL THAT the **Flat No. ---** on the ---- floor of Block No. ----of the said Residential Complex presently in course of construction at the said Premises containing by admeasurement --- **Sq. Ft.** (Super Built-up Area/Chargeable Area) corresponding to ----- **Sq. Ft.** (Built-up Area) **AND TOGETHER WITH** one **open/ covered Car Parking Space in the ground floor** in the said Premises **AND TOGETHER WITH** the proportionate share or interest in all common parts portions areas and facilities forming part of the said Residential Complex **AND TOGETHER WITH** the undivided proportionate share or interest in the land comprised in the said Premises and attributable to the said Flat situated thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Parts, Portions, Facilities & Installations)

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways shall form such part or portion of the common areas of the said residential complex.
2. Water sewerage and drainage connection pipes from the Flats to drains and sewers connected to the municipal duct shall form parts of the common area of the Premises.
3. The residential complex would have its independent and separate toilets and bathrooms for use of durwans, drivers and maintenance staff of the Premises.
5. The residential complex would have its independent durwans and maintenance staff rest rooms having electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Premises including outer side of the walls of the complex and main gates would form part or portion of the common area.
7. The residential complex would have its independent water pump and motor with installation and room therefore.
8. The residential complex would have its independent tube well, water pump, overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. The residential complex would have its independent and separate electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.

10. The residential complex would have a common transformer and allied electrical fittings, wirings, switches and other installations.
11. The residential complex would have its independent windows/doors/grills and other fittings of the common area of the Premises.
12. The residential complex would have its independent Generator its installations and its allied accessories and room.
13. The residential complex would have its independent Lifts and their accessories installations and spaces required therefore.
14. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the complex as are necessary for passage to or use and occupancy of the Flats as are necessary;
15. A.C Community Hall for common use of all the occupants of the said Complex;
16. Gym;
17. Children Play area;
18. Indoor Games Room;

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES/MAINTENANCE CHARGES)

1. Repairing, rebuilding, repainting, improving or other treatments as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Complex and decorating and colouring all such parts of the premises as usually are or ought to be.
3. Keeping the gardens and grounds of the premises generally in a neat and tidy condition and tending and renewing all lawns, flower beds, shrubs, trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road or driveway in good repair and clean and tidy and edged where necessary and clearing the private road or driveway when necessary.
5. Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the premises.
6. Paying such workers as may be necessary in connection with the upkeep of the premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the premises as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the common areas, installations, facilities at the said premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained premises and providing such additional lighting apparatus as the Vendor/Owner may think fit.

11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the premises or any part thereof excepting in so far as the same are the responsibility of the individual Purchasers of any Flat.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual lessee of any flat.
15. Generally managing and administering the development and protecting the amenities in the complex and for that purpose employing contractors and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the complex excepting those which are the responsibility of the owner/occupier of any Flat.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.

19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Holding Organisation it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the flats/apartments and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(THE UNDER-MENTIONED RIGHTS EASEMENTS AND QUASI EASEMENTS PRIVILEGES AND APPURTENANCES SHALL BE RESERVED FOR THE HOLDING ORGANIZATION)

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the several New Building Blocks comprised in the residential segment for the ownership and use of common part or parts of the residential segment as comprised in the said Property including the various installations, staircases, open spaces, gardens, covered spaces, electrical installations and other passages in ground floor.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said Flat/Unit) of the other part or parts of the residential segment conforming such part or portion of the said Property, through pipes, drains, wires, conduits lying or being under through or over the said Flat/Unit so far as may be reasonably necessary for

the beneficial use and occupation of the other portion or portions of the said Property for all purposes whatsoever.

3. The right of protection for other portion or portions of the said New Building Blocks by all parts of the said Flat/Unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Flat/Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building Block.
4. The right for the Holding Organization and/or occupier or occupiers of other part or parts of the New Building Blocks for the purpose of ingress and egress to and from such other Part or parts of the said Property, the front entrances staircase, electrical installation open and covered space and other common passages or paths in the said Property.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the said Flat/Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

EASEMENTS OR QUASI - EASEMENTS AND OTHER PROVISIONS IN CONNECTION WITH THE BENEFICIAL USE AND ENJOYMENT OF THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Flat/Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Holding

Organization the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the SIXTH SCHEDULE hereto.

2. The right of access and passage in common with the Holding organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the New Building Blocks and the said Property.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat/Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-Owners and the Holding Organization along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the said Flat/Unit by or from all parts of the New Building so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the said Flat/Unit through pipes drains wires and conduits lying or being in under through or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[RESTRICTIONS/HOUSE RULES AND OTHER OBLIGATION]

1.1 Upon full payment of all the amounts including the refundable and non refundable deposits agreed to be paid by the Purchasers to the Vendor/Owner in terms of this agreement the Purchasers shall become entitled to be put into physical possession of the said Flat.

1.2 As from the date of possession of the said Flat the Purchasers agree and covenant –

- (a) To co-operate with the other co-purchasers and the Vendor/Owner in the management and maintenance of the said Residential Complex.
- (b) To observe the rules framed from time to time by the Vendor/Owner and upon the formation of the Holding Organization by such Holding Organization/Welfare Association.
- (c) To use the said Flat for residential purposes and not for other purposes whatsoever without the consent in writing of the Vendor/Owner.
- (d) To allow the Vendor/Owner with or without workmen to enter into the said Flat for the purpose of maintenance and repairs but only with forty eight hours prior notice in writing to the Purchasers.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat and proportionately for the residential complex and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor/Owner and upon the formation of the Holding Organization/Welfare Association to such Holding Organization. Such amount shall be deemed to be due and payable on and from the date of possession irrespective of whether physical possession of the said Flat has been taken or not by the Purchasers. The said amounts shall be paid by the Purchasers without raising any objection thereto regularly and punctually within seventy two hours to the Vendor/Owner and upon formation of the Holding Organization to such Holding Organization.

- (f) To deposit the amounts reasonably required with the Vendor/Owner and upon the formation of the Holding Organization/Welfare Association with such Holding Organization/ Welfare Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relation to the said Flat wholly and proportionately relating to the common parts.
- (h) Not to subdivide the said Flat and/or the parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the Vendor/Owner from making further or additional legal constructions within 8.00 A.M. to 6.00 P.M. during any working day notwithstanding any temporary disruption in the Purchasers' enjoyment of the said Flat.
- (j) To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building blocks and/or the residential complex.
- (k) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (l) Not to damage demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto and /or to make any additions or alterations which are not permissible in law.
- (m) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any

external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Vendor/Owner differs from the colour Scheme of the building or deviation or which in the opinion of the Vendor/Owner may affect the elevation in respect of the exterior walls of the said residential complex.

- (n) Not to install grills the design of which have not been suggested and approved by the Architect.
- (o) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the residential complex is insured.
- (p) Not to make in the said Flat any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Vendor/Owner and with the sanction of the authorities concerned as and when required.
- (q) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the said residential complex to the owners and occupiers of the neighbouring Properties or for any illegal or immoral purpose or as a boarding house, guest house, club house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial or industrial activities whatsoever.
- (r) Similarly shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any temporary (kutchā) or permanent (pucca) constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

- (s) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (t) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Vendor/Owner.
- u) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (v) To abide by such building rules and regulations as may be made applicable by the Vendor/Owner before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization or such further rules and regulations as may be formed, adopted and implemented by such Holding Organization.
- (w) Not to raise any objection on any construction activities carried out by the Vendor/Owner.

HOUSE RULES:

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat/Unit/Apartment in the Building.
- (2) Children shall not play in the public halls, stairways or elevators.
- (3) No Purchasers/Occupier/s shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such the apartment if the same shall disturb or annoy other occupants of the

- building. No Purchasers/Occupier/s shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an apartment.
- (4) Each Purchasers shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
 - (5) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/Owner.
 - (6) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the residential complex excepting at such places as shall have been approved by the Vendor/Owner.
 - (7) No signboard, notice or advertisement shall be inscribed or exposed on or at a window or other part of the residential complex except such as shall have been approved by the Vendor/Owner nor shall anything be projected out of any window of the Building without similar approval.
 - (8) Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.
 - (9) No bird or animal shall be kept or harboured in the common areas of the residential complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the residential complex unless accompanied.

(10) No radio or television aerial shall be attached to or hung from the exterior of the building.

(11) Garbage and refuse from the apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the residential complex may direct.

(12) No vehicle belonging to a Purchasers or to a member of the family or guest, sub-tenant or employee of a Lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

(13) These house rules may be added to, amended or repealed at any time by the Vendor/Owner and after formation by the Society/Welfare Association.

1.3 Until formation of such Holding Organisation the Vendor/Owner shall manage and maintain the said building and the common parts thereof.

1.4 The Purchasers agree that:

(a) The Purchasers shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the **FIFTH SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Vendor/Owner to be payable from the date of possession to the Vendor/Owner and upon formation and transfer of management of the residential complex to the Holding Organization/ Welfare Association such payments are required to be made without any abatement or demand.

(b) The proportionate rate payable by the Purchasers for the common expenses shall be decided by the Vendor/Owner from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers' flat only and proportionately for the residential complex as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor/Owner shall be

conclusive and final. The Purchasers shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said residential complex to the Holding Organization in terms of these presents the employees of the Vendor/Owner such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment with the Vendor/Owner and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.

- (c) After the formation of the Welfare Association /Holding Organization the Purchasers shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Welfare Association /Holding Organization.
- (d) So long as each Flat in the said Premises shall not be separately mutated and separated the Purchasers shall pay the proportionate share of all rates and taxes assessed on the whole Premises including the charges for loss of electricity while in transmission to the Vendor/Owner from the date of possession. Such proportion is to be determined by the Vendor/Owner on the basis of the area of such Flat in the said residential complex.
- (e) If the Purchasers fails to pay the aforesaid expenses or part thereof within time as aforesaid the Purchasers shall be liable to pay interest at the rate of two percent per month and further that if any interest remains unpaid for sixty days, the Vendor/Owner or upon formation of Holding Organisation, such Holding Organisation shall be at liberty to disconnect and/or suspend all common services attached to the Purchasers' flat such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED & DELIVERED by the above named **NATURAL PROJECTS PRIVATE LIMITED** by affixation of its office Seal by its Director **MR PAWAN AGARWAL** pursuant to the resolution dated _____ in presence of:

1.

2.

SIGNED, SEALED AND DELIVERED by the **PURCHASERS** at Kolkata in the presence of:

1.

2.

Drafted and prepared
in my office:

PRITHVIRAJ BASU
Advocate
High Court, Calcutta

RECEIVED of and from the within-named **PURCHASER** the within-mentioned sum of **Rs. -----/- [Rupees ----- Only]** the ADVANCE/EARNEST money payable under these presents as per memo below:

Rs. 0.00

[Rupees One Lakh Only]

MEMO OF CONSIDERATION

SL. No.	Name of Vendors	Bank Name & Branch	Cheque/Draft No. & Date	Amount (in Rupees)
1.	Natural Projects Pvt. Ltd.			00
TOTAL AMOUNT				00

SIGNATURE OF THE VENDOR

Witnesses:

- 1)
- 2)

DATED THIS DAY OF 2018

BETWEEN

NATURAL PROJECTS PRIVATE LIMITED

..... VENDOR

- AND -

..... PURCHASERS

AGREEMENT FOR SALE

**PRITHVIRAJ BASU,
ADVOCATE**
10 Old Post Office Street,
Ground Floor, Room Nos.13/1 & 13/2
Kolkata – 700 001.

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