

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE ("Conveyance Deed") is made on thisndday of **TWO THOUSAND TWENTY**.....

BETWEEN

NEELKANTH NIRMAN PRIVATE LIMITED, (PAN: AACCN0826A) a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office : Amherst Street, Police Station - Amherst Street, Kolkata - 700009 **SAHARSH PROJECTS PRIVATE LIMITED, (PAN : AATCS8669P)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station - Burtolla, Kolkata 700006 **TELLUS PROPERTIES PRIVATE LIMITED, (PAN : AAECT7376D)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station - Burtolla, Kolkata 700006, being **PEARLTREE INFRASTRUCTURE PRIVATE LIMITED, (PAN : AAHCP5344E)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station – Burtolla, Kolkata 700006, **KEDARNATH ENTERPRISES PRIVATE LIMITED, (formerly known as KEDARNATH HEIGHTS PVT. LTD.), (PAN : AAFCK2405B)** a company duly incorporated under the relevant Provisions of the Companies Act, 1956 having its registered office at 8, Zarrif Lane, Kolkata 700006 (formerly at "Shiva Heights" 171A, Ramesh Dutta Street, Ground Floor, Kolkata 700006) Post Office – Beadon Street, Police Station - Burtolla, **AMARNATH NIRMAN PRIVATE LIMITED (PAN : AALCA8304P),** a company duly incorporated under the relevant Provisions of the Companies Act, 1956, having its registered office at "Shiva Heights", 171A, Ramesh Dutta Street, Ground Floor, Post Office - Beadon Street, Police Station - Burtolla, Kolkata 700006; **UMESH KHEMKHA (HUF) (PAN : AAAHU2164F)** by faith- Hindu, by Occupation – Business, by Nationality- Indian, represented by SHRI UMESH KHEMKHA (**PAN : AEPPK2002M**) residing at Alcove Gloria, 403/1, Dakshindari Road, Sreebhumi, T-1, Flat No. 8D, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town; **SHRI ANKIT AGRAWAL (PAN : BGZPA8163N) (Aadhar – 8016 9881 7852),** son of Shri Brijesh Kumar Agrawal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block - 2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town; **MADHU SULTANIA,(PAN : AVRPS6944D) (Aadhar – 8143 2359 5802),** wife of Sri Subhash Chandra Sultania, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 50, Cotton Street, 3rd Floor, Post Office Barabazar, Police Station - Barabazar, Kolkata 700007, **SINCLAIR INFRASTRUCTURE PVT. LTD (PAN : AATCS1737J),** a company duly incorporated under the relevant Provisions of the Companies Act, 1956, having its registered office at 8, Zarrif Lane, Kolkata 700006, Post Office – Beadon Street, Police Station - Burtolla, **MD.**

SAHABUDDIN MOLLA (PAN: AQXPM4616R) son of Ketab Ali Molla, by faith- Muslim, by Nationality – Indian, by Occupation – Business, residing at Vill – Hudarait, Post Office - Bagu, Police Station - Rajarhat, District – North 24 Parganas, Kolkata – 7000135. **MUSLIMA KHATUN (PAN:CHQPK3462H)**, wife of Yunus Gazi, by faith- Muslim, by Nationality – Indian, by Occupation – Service, residing at Vill – Baligori, Post Office - Chakpachuria, Police Station- New Town, Dist. – North 24 Parganas, Kolkata – 700156, & **MASUD GAZI (PAN : DEWPG7802D)** son of Unush Gazi, by faith- Muslim, by Nationality – Indian, by Occupation – Service, residing at Vill – Baligori, Post Office - Chakpachuria, Police Station- New Town, Dist. – North 24 Parganas, Kolkata – 700156.**BRIJESH KUMAR AGRAWAL,(PAN : ACYPA6430G) (Aadhar – 9163 5833 7726)**, son of Late Baij Nath Agrawal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block -2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town, **MRS. JAYA AGRAWAL alias JAYA MITTAL (PAN: CPJPM2389J),(AADHAAR NO: 2758 8748 2619)**, wife of MR. ANKIT AGRAWAL, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block - 2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Shreebhumi, Police Station - Lake Town; hereinafter jointly referred to and collectively called as '**VENDORS/OWNERS**'(which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the **FIRST PART represented by SRI BRIJESH KUMAR AGRAWAL (PAN ACYPA6430G) (Aadhar – 9163 5833 7726)**, son of Late Biajnath Agrawal by nationality Indian, by faith Hindu by occupation Business residing at Alcove Gloria, Block -2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, one of the Director of M/s Neelkanth Nirman Pvt. Ltd. having its Registered office at 17/H/8, BalaiSinghi Lane, 1st Floor, Post Office – Amherst Street, Police Station: Amherst Street, Kolkata – 700009, nominated and constituted by two several Power of Attorneys dated **29th March 2018**, recorded in Book No. **1**, Volume No. **1904-2018**, Pages **148844 to 148867** being No. **190403393** for the year **2018** and a Power of Attorney dated **26th March 2022**, Volume No. **1904-2022**, Pages 391149 to 391182 being No. 190405533 for the year 2022.

AND

NEELKANTH NIRMAN PVT.LTD. (PAN : AACCN0826A) a company duly registered and incorporated under the Provisions of the Companies Act, 1956, having its registered office at the premises No.17/H/8, BalaiSinghi Lane, 1st Floor, Post Office - Amherst Street, Police Station - Amherst Street, Kolkata - 700009 represented by its Director **SHRI BRIJESH KUMAR AGRAWAL (PAN : ACYPA6430G) (Aadhar – 9163 5833 7726)**, son of Late Baijnath Agrawal, by faith Hindu, by occupation - Business, by Nationality - Indian, residing at Alcove Gloria, Block -2, 10th Floor, Flat – 10H, 403/1 Dakshindari Road, Sreebhumi, Kolkata – 700 048, Post Office - Sreebhumi, Police Station - Lake Town hereinafter referred to as '**DEVELOPER/PROMOTER**' (which term or expression shall unless otherwise excluded by or

repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1) (PAN) (Aadhar No.), daughter of Sri, by faith- by occupation-, by nationality- (2) (PAN) (Aadhar No.), daughter of Sri, by faith- by occupation-, by nationality- residing at M.A. Road, New Town, Animikha Housing Complex, Flat B1/9, New Town, Rajarhat, Post Office-, Police Station-, Kolkata-..... hereinafter called the "**Allottees**" (which expression repugnant to the context meaning thereof be deemed to mean and include their respective legal heirs, representatives, executors, administrators, successors and/or assigns) the party of the **Third Part**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

1. The VENDORS are the joint Owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT PIECE OR PARCEL OF AN 'AMALGAMATED PROPERTY'** containing and admeasuring a land area measuring 104.2 Decimals (more or less) comprised in RS / LR Dag No 1061(part), 1062(part), 1063, 1064(part), 1020(part), 1021(part) under LR Khatian No 3653, 3637, 3057, 3584,3583,3479,3577,3085,3576,3640,3090, 3873,3874, 3875, 3038, 3227, 3100, 4230, 4229, 3038, 3100, 4230, 4229, 3863 in Mouza Chakpachuria, JL No 33 and a land area measuring 45 Decimals (more or less) comprised in RS/ LR 3914 ,3915(part) about under LR Khatian No 5887, 6944, 5721,7303,7096, 7093, 7094,7095,7310,5422 in Mouza Patharghata, J L No 36 District North 24 Parganas. (more fully and particularly mentioned, described, explained, enumerated, provided and given in the FIRST SCHEDULE hereunder written and/or given and hereinafter referred to as the PREMISES).

2. The Vendors herein intended to develop the Premises and entered into a Development Agreement and the Developer has commenced the work of construction and/or erection in accordance with the terms and conditions as contained in the Development Agreement dated 26th March 2022, made between the Owners and the Developer, the Owners also executed a Power of the office of A.R.A. IV, Kolkata, recorded in Book No. 1, Volume No. 1904-2022, Pages 391093 to 391148 being No. 190405514 for the year 2022.

3. The Vendors have also granted two Power of Attorneys Power of Attorneys dated **29th**

March 2018, the office of A.R.A IV, Kolkata, recorded in Book No. **1**, Volume No. **1904-2018**, Pages **148844 to 148867** being No. **190403393** for the year **2018**, and dated **26th March 2022** the office of A.R.A IV, Kolkata, recorded in Book no. **1**, Volume no. 1904-2022, Pages from 391149 to 391182 being Deed no. 190405533 for the year 2022, to undertake the work of development and sale under the terms of the Development Agreements above referred to.

4. The mode and manner by which the Vendor/Developer and the Vendors have acquired right title and interest which will appear from the **FIRST SCHEDULE PART II** hereunder written and/or given.

5. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**CHITRAKUT HEIGHTS – PHASE II**" with the object of using for any commercial purpose and/or serviced apartments.

6. The Vendor/Developer, relying on the confirmations, representations and assurances the Allottee/Purchaser faithfully abide by all the terms, conditions and stipulations contained in Agreement has accepted in good faith, the Allottee/Purchaser is now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

7. The Project is registered as RERANo.....

8. The Purchasers i.e. the Allottees had approached the **Promoter** directly to purchase the Apartment/Unit no. on theth Floor, Block No. (.....) measuring about(.....) **Sq. Ft.** of carpet area more or less and measuring (.....) **Sq. Ft. Super Built up area** fully described in the **2nd Schedule (Said Apartment/Unit)** and accordingly an **Registered Agreement for Sale has been executed between the Parties herein on, Registered in Book – I, Volume NumberPage from to, Being No.for the year (..... KOLKATA)** in respect of the said Apartment/Unit on the terms & conditions and the Consideration as mentioned therein.

9. Now the parties herein are desire to execute the Deed of Conveyance for the said Apartment/Unit in accordance to the terms & conditions of the said **Registered Agreement for Sale has been executed between the Parties herein on, Registered in Book – I, Volume NumberPage from to, Being No.for the year (..... KOLKATA)** and as such the Promoter hereby

transfer the area of the said Apartment/Unit as more fully described in the Second Schedule herein in favour of the Purchaser on execution under this indenture.

10. At or before the execution of this Indenture the Purchaser has fully satisfied himself/herself/ itself as to –
- a) Title of the Owners in respect of the said premises.
 - b) The Right of the Promoter to Transfer the Said Apartment/Unit.
 - c) The area and other dimensions and specifications of the said Apartment/Unit agreed to be owned and/or acquired by the Purchaser.
 - d) About the workmanship and materials used in construction of the new building at the said premises.
 - e) As to the structural stability of the new building at the said premises.
 - f) Covered/open car parking space(s) allotted to various persons and/or reserved for the Promoter.
 - g) Spaces or area earmarked for Promoter to erect neon signs/hoardings.
 - h) Carpet area comprised in the said Apartment/Unit.
 - i) The areas reserved for common use and enjoyment.

AND has/have agreed not to raise any objection in respect thereof whatsoever or howsoever.

In this Deed certain expressions have been assigned the meaning as would appear from the FIRST SCHEDULE hereunder written.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows:-

In pursuance of the total consideration of **Rs./-** (**Rupees**) **only for Flat** and the consideration of **Rs...../-** (**Rupees**) **only for One Covered Independent Car Parking space** summing up to **Total Consideration** of **Rs...../-** (**Rupees**) **only** plus GST paid by the Purchaser/Allottee and also by the receipt hereunder written admit and acknowledge to have been received and of and from payment of the same and every part thereof doth hereby for ever acquit release transferred with the concurrence of the Owners the Promoter hereby grant sell transfer convey assign and assure **ALL THAT** the Apartment/Unit no. on theth Floor, Block No. (**.....**) measuring about(**.....**) **Sq. Ft.** of carpet area more or less and measuring (**.....**) **Sq. Ft. Super Built up area** together with undivided proportionate share in the land and in the common parts and portions (hereinafter collectively referred to as "the said Apartment/Unit") more fully described in the Second Schedule hereunder written unto and in favour of the Purchaser (the said Apartment/Unit and said undivided share in the land are hereinafter collectively referred to as THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO) TO HAVE AND TO HOLD the said APARTMENT/UNIT and the properties appurtenant thereto absolutely and

forever free from all encumbrances charges liens lispendenses attachments trust whatsoever or howsoever AND TOGETHER WITH the right to use the common area installations and facilities in common with the Co-Purchasers and other lawful occupants of the New Building BUT EXCEPTING AND RESERVING such and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the THIRD 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 Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) TO HAVE AND TO HOLD THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser SUBJECT TO the restrictions (more fully and particularly mentioned and described in the Fifth SCHEDULE hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the Sixth SCHEDULE hereunder written) to the Promoter do hereby release, relinquish disclaim and disown all his right title and interest into or upon the said Apartment/Unit and the properties appurtenant II. AND THE PROMOTER i.e. THE OWNER DOTN HEREBY COVENANT WITH THE PRUCHASER i.e. THE ALLOTTEE as follows:-

- a) THAT notwithstanding any act deed matter or thing whatsoever by the Owner/Promoter done or executed or knowingly suffered to the contrary the Owner/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment/Unit And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every apart thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances to make void the same.
- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Owner/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment/Unit And The Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the purchaser in the manner as aforesaid.
- c) THAT the said Apartment/Unit And the Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispendensdebuttar or trust made or suffered by the Owners/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest through under or in trust for the Promoter.
- d) THAT the Purchaser/Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment/Unit And The Properties Appurtenant thereto and

receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Owner/Promoter Party or any person or persons having or lawfully or equitably claiming as aforesaid.

e) THAT the Purchaser/Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispensences debut tar or trust or claims and demands whatsoever created occasioned or made by the Owner/Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) AND FURTHER THAT the Owner/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment/Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Owner/Promoter shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser 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 Apartment/Unit And The Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser/Allottee in the manner as aforesaid as shall or may be reasonably required.

g) THAT the Owner/Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Apartment/Unit And the Properties Appurtenant thereto hereby 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 the Owner/Promoter doth hereby further covenant with the Purchaser/Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser to produce or cause to be produced to the purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said apartment/unit and the properties appurtenant thereto and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

III. AND THE PURCHASER i.e. THE ALLOTTEE DO HEREBY AGREE AND COVENANT WITH THE PROMOTER i.e. THE OWNER as follows:-

a) To regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the maintenance charges payable in respect of the said Apartment/Unit.

- b) NOT to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the said Apartment/Unit.
- c) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time.
- d) The Allottee/Purchaser is/are well aware that the Developer/Promoter has started this construction/project naming CHITRAKUT HEIGHTS (Phase-II) and the adjacent lands comprises CHITRAKUT HEIGHTS PHASE I It is accepted by the parties herein that the amenities and facilities of all the Phase will be same and all the Purchasers/Allottees shall use the common amenities and facilities. It is also accepted by the Purchasers/Allottees that the Developer/Promoter shall use the entire land of all Phase for further construction and to use the pathways to take building materials and other necessary things for completion of the last Phase.
- e) Club House and other recreation amenities have been built in PHASE II which can be used by each and every Flat owner of Chitrakut Heights - PHASE II, and other Phases of Chitrakut Heights. In future if there would be addition of some more amenities in Chitrakut Heights - PHASE I and II and other Phases of Chitrakut Heights as well which can be used by each and every flat owner of Chitrakut Heights - PHASE I and II, and other phases. Flat owners cannot object anyone at any point or restrain any Flat owners in any way to use the above amenities and facilities. All phases shall be understood as one complete project.
- f) With regard to Parking spaces in all Phases of Chitrakut Heights –allotees will be allotted to Parking Owner’s according to builder convenience and/or discretion. Parking space owner cannot sell any parking space to outsiders of the Project but can sell the parking space to any Flat Owner in Chitrakut heights of any of Phases. Maintenance of club and other common amenities shall be given by the flat owners of all Phases after handover of respective units. The promoter will never be liable to pay any maintenance charges for anything at any point of time.

IV. AND THE PURCHASER SHALL HEREBY CONVEYED THE COVENANT WITH THE OWNER/PROMOTER as follows:-

- a) THAT the Purchaser/Allottee and all other persons deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user set for the in the SIXTH SCHEDULE hereunder written.
- b) THAT the Purchaser/Allottee shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the Panchayat/Municipal rates and taxes and other outgoings including cess, multistoried 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 Apartment/Unit and proportionately for the new Building as a whole and for the common parts and portions.

c) THE Purchaser/Allottee shall within three months from the date of execution of these presents apply for obtaining mutation of its name as the owner of the said Apartment/Unit from Competent Authority and shall also obtain separate assessment of the said Apartment/Unit and so long the said Apartment/Unit is not separately assessed the purchaser shall pay the proportionate share of the assessed Panchayat/Municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society.

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 hereby sold and transferred and attributable to the said Apartment/Unit shall always remain indivisible and impartible.

b) THAT from the date of handing over, the Promoter shall not have any liability, obligation or responsibility whatsoever regarding the Common Portions / the Buildings/ the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Portions / the Buildings/ the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment/Unit Owners i.e. the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment/Unit Owners i.e. the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license, etc. and the Promoter shall sign necessary papers upon being requested in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over, only the Apartment/Unit Owner i.e. the Purchaser and/or the Association shall have the entire liability, obligation or responsibility whatsoever.

c) The said new Housing complex shall always be known as "**CHITRAKUT HEIGHTS (Phase-II)**".

d) At or before entering into these presents the Purchaser has made himself/herself/themselves aware that the said New Building is a composite of Residential Apartments/Units and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.

e) The Purchaser/Allottee shall at its own cost immediately after the execution of this Deed apply to WBSEB Ltd. for obtaining a separate electric meter and until such separate meter is obtained the Promoter shall temporarily provide a Sub Meter and the Purchaser shall regularly and punctually make payment of the electricity charges at a cost to be fixed by the Promoter.

VI. AND THE PURCHASER(S) /Allottee DO HEREBY FURTHER AGREE AND COVENANT WITH THE PROMOTER as follows:-

i) Until the formation of the Association/Society of the Allottee/Purchaser which may include the Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions up to one year from the date of handover of the flats SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of the maintenance and service charges.

ii) The maintenance charges shall be paid by the Purchaser/Allottee regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest as per Rules per annum PROVIDE HOWEVER if the said default shall continue for a period of more than 30 days from the date of new payment become due then and in that event the Promoter and/or the Association/Society shall –

a) Discontinue the use of common services.

b) Discontinue the supply of water.

c) Prevent use of the lifts and such services shall not be restored until all the amounts together with interest shall be fully paid.

iii) The right of the Purchaser shall remain restricted to the said Apartment/Unit and the said Car Parking Space(s) and in no event the purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Promoter in selling transferring making out or letting out the remaining unsold area on and covered spaces and to carry out repairs renovations and improvements in the said building and for use the same for any commercial purpose.

(DEFINITIONS)

1.1 WHO ARE THE OWNERS shall mean the Vendors/Promoter i.e. the Owners above named as mentioned herein before and their respective heirs, legal representatives, executors, administrators, assigns and/or its successor or successors in interest.

1.2 WHO ARE THE PURCHASER shall mean: the Allottee i.e. the purchaser above named and its/his/her successor and/or successors in interest, heirs/executors, administrators, successors, legal representatives and/or assigns.

1.3 ARCHITECT shall mean the person or any firm or architect appointed by the Promoter.

1.4 NEW BUILDING shall mean the new building named "CHITRAKUT HEIGHTS – PHASE II" consisting of Ground plus 11, Ground plus 11 (Block – named as respectively) upper floors comprising of Residential Apartments/Units constructed in the said premises in accordance with the plan already sanctioned by New Town Kolkata Development Authority (NKDA) vide Memo No. **8300(3)/NKDA/BPS -04(23)/2014**, dated : **27/09/2022**, and ZilaParishad (North 24 Parganas) vide Memo No. **580/(N)ZP** dated: **17/10/2022**, and Block Development Officer (B.D.O.) vide Memo No. **1298/RPS**, dated: **14/11/2022**.

1.5 RESIDENTIAL APARTMENTS/UNITS shall mean those apartments/units on the Ground plus 11 & Ground plus 11 named as&..... respectively) of the New Building.

1.6 CAR PARKING SPACE (Medium Size) 135 Square Feet (12.50 Sq.Mtr) **One medium sized Independent Covered Car Parking Space.**

1.7 COMMON PURPOSES shall mean and include the purpose of maintaining the said premises and the said new Building and in particular the common parts portion areas and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various apartments/units and common use and enjoyment thereof.

1.8 COMMON EXPENSES shall mean the common expenses to be paid borne and contributed by the intending purchaser(s) in proportion to the area of their respective apartment/unit(s) for rendition of common services.

1.9 COMMON PARTS AND PORTIONS shall mean and include Lobbies corridors staircases, hallways, passage-ways, driveway, lifts, life-shafts, pump rooms, machine room overhead water tank underground reservoir, Generator, generator room, common lavatories and other facilities and spaces whatsoever required for maintenance and/or management of the new building to be determined/provided by the Promoter in its absolute discretion at the time of making over the possession of the said Apartment/Unit more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written and to be identified with Commercial Apartments/Units.

1.10 PREMISES shall mean ALL THAT land 103 Cottahs 10 Chittacks 08 square feet equivalent to 171 Decimals held by the Promoter more fully described in the FIRST SCHEDULE hereunder written.

1.11 SANCTIONED PLAN shall mean the Building plan sanctioned by the New Town Kolkata Development Authority (NKDA), ZilaParishad (North 24 Parganas) and Block Development

Officer (B.D.O.) and shall include such modification or variation as may be made from time to time.

1.12 RESTRICTIONS shall mean various restrictions regarding the user/holding of the said apartment/unit as hereinafter stated and more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written.

1.13 SAID APARTMENT/UNIT shall mean TOGETHER WITH the undivided impartible proportionate share in the land underneath the said Building and attributable to the said APARTMENT/UNIT and TOGETHER WITH the undivided proportionate share into or upon the common areas and/or utilities into and/or facilities in the said New Building at the Said Premises.

1.14 UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND shall mean the undivided impartible indivisible proportionate share in the land underneath the building lying erected in the said premises described in the SECOND SCHEDULE hereto and appurtenant to the said Apartment/Unit and, inter alia, agreed to be sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the covered Area of the said Apartment/Unit and shall also include such shares appurtenant to all other Apartments/Units comprised in the said New Building wherever the context so permits.

1.15 SERVICE CHARGES shall mean the service/maintenance charges for the common parts portions areas facilities and/or amenities as may be incurred by the Promoter for the said purpose including providing services, making such provisions or incurring expenses in respect of future provisions of the services as the Promoter may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Promoter in its absolute discretion.

1.16 Singular number shall include plural number as well.

1.17 Masculine gender shall include feminine and neutral genders as well.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL OF AN 'AMALGAMATED PROPERTY' containing and admeasuring a land area measuring 104.2 Decimals(more or less) comprised in RS / LR Dag No 1061(part), 1062(part), 1063, 1064(part), 1020(part), 1021(part) under LR Khatian No 3653, 3637, 3057, 3584,3583,3479,3577,3085,3576,3640,3090, 3873,3874, 3875, 3038, 3227, 3100, 4230, 4229, 3038, 3100, 4230, 4229, 3863 in

Mouza Chakpachuria, JL No 33 and a land area measuring 45 Decimals (more or less) comprised in RS/ LR 3914 ,3915(part) about under LR Khatian No 5887, 6944, 5721,7303,7096, 7093, 7094,7095,7310,5422 in Mouza Patharghata, J L No 36 District North 24 Parganas.This property is butted and bounded in the manner following that is to say:

ON THE NORTH :- House of Bheem Naskar and Dag No. 3938(P), Mouza – Patharghata, Dag Nos. 1021, 1022 & 1061(P), Mouza – Chakpachuria.

ON THE SOUTH :- By the house of Sundar Biswas, Dag No. 3915(P), Mouza – Patharghata & Dag Nos. 1061 & 1060, Mouza – Chakpachuria.

ON THE EAST: - By 12m wide Panchayat Road

ON THE WEST: - By Dag Nos. 1057 & 1056, Mouza – Chakpachuria.

OR HOWSOEVER OTHERWISE the said premises now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART II

(Purchase Deeds of the Landowners: Title)

Dag No/ Mouza	Purchaser Name	Khatian No.	Deed No.
1061 in Mouza Chakpachuria	Tellus Properties Pvt. Ltd.	3653	03864/17
	Tellus Properties Pvt. Ltd.	3637	02957/17
	Madhu Sultania(PHASE II)	3057	09150/13
	Umesh Khemka (HUF)	3584	2564/17
	Umesh Khemka (HUF)	3583	2784/17
	Saharsh Projects	3479	12973/15
	Umesh Khemka	3577	02024/17
	Tellus Properties Pvt. Ltd.	3085	02023/17
	Ankit agrawal	3576	01396/17

	Saharsh Projects	3640	03515/15(
1062 in Mouza Chakpachuria	Amarnath Nirman Pvt. Ltd.	3090	7599/2020, 4515/2019, 4516/19, 03886/19,03884/19
	Amarnath Nirman Pvt. Ltd.	3873	10842/13
	Amarnath Nirman Pvt. Ltd.	3874	10842/13
	Saharsh Projects	3875	12149/19, 12096/19, 12150/19, 10119/15, 10120/15, 10121/15
1063 in Mouza Chakpachuria	Brijesh Kumar agrawal	3038	8273/13
	Brijesh Kumar agrawal	3227	12533/14
	Kedarnath Enterprises Pvt. Ltd.	3100	13145/13
	JAYA MITTAL Alias Agrawal	4230	6848/2020
	Tellus Properties Pvt. Ltd.	4229	6849/2020
1064 in Mouza Chakpachuria	Brijesh Kumar agrawal	3038	8273/13
	Brijesh Kumar agrawal	3038	11824/17
	Kedarnath Enterprises Pvt. Ltd.	3100	13145/13
	JAYA MITTAL Alias Agrawal	4230	6848/2020
	Tellus Properties Pvt. Ltd.	4229	6849/2020

1020 in Mouza Chakpachuria	Amarnath Nirman Pvt. Ltd.	3863	01647/19
1021 in Mouza Chakpachuria	Amarnath Nirman Pvt. Ltd.	3863	01647/19
3914 in Mouza Patharghata	Saharsh Projects Pvt. Ltd.(2 cottah)	5887	03514/2015
	Saharsh Projects Pvt. Ltd.(4 cottah)	6944, 5887	03513/2015
	PearlTRee Infrastructure Pvt. Ltd.	5721	05756/14
	SinclairInfrastructure Pvt. Ltd.	7303	8757/21
	Md. Sahabuddin Molla	7096	3913/2020
	Md. Sahabuddin Molla	7096	2628/21
	Muslima Khatun & Masud Gazi	7093, 7094	3912/2020
	Muslima Khatun	7095	3914/2020
	Md. Sahabuddin Molla	7310	8756/21
3915 in Mouza Patharghata	Neelkanth Nirman Pvt. Ltd.	5422	576/13, 579/13

THE SECONDSCHEDULE ABOVE REFERRED TO

(THE SAID APARTMENT/UNIT)

ALL THAT the one self contained residential **FLAT AND/OR UNIT No.** on theth **FLOOR** of **BLOCK –.....** (.....) of the building containing by estimation an area of**(Five**) Sq. Ft. of Carpet Area (Balcony Area **Sq. Ft.**)(For the purpose of Registration Super Built-up Area is Sq. Ft.) be the same a little more or less subject to Final measurement comprising of **Bed Rooms + Living cum Dining Room + Kitchen + Balcony + Toilets,** together with **One Covered Independent Car Parking space** (Medium Size Car) containing an area of 135 Square Feet (12.50 Sq. Mtr.) more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Premises and delineated on the Plan annexed hereto and bordered in colour **Red** thereon.

THE THIRD SCHEDULE ABOVE REFERED TO

(Common Areas and Utilities)

(COMMON PORTIONS)

PART - I

A. COMMON PARTS and PORTIONS in the BUILDING.

1. Lift in each block.
2. Fire Fighting arrangement as per sanctioned fire plan.
3. Intercom in each flat.
4. CCTV surveillance.

PART-II

B. COMMON PARTS and PORTIONS in the COMPLEX are listed as under. These **COMMON PARTS and PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project **CHITRAKUT HEIGHTS**. Present purchasers/Allottee will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS and PORTIONS/FACILITIES** with the purchaser of future horizontal and /or vertical extension which may add on to the present sanction plan.**All the following facilities and amenities shall be for the use of all the Phases and the Purchaser/Allottee have given their consent.**

- 1 The CLUB

- 2 AC Gymnasium
- 3 AC Community Hall
- 4 Cafeteria with Co-working Space
- 5 Multipurpose Hall
- 6 Multipurpose Court at Club Terrace
- 7 Terrace Party Lawn with Amphitheatre
- 8 Meditation Area
- 9 Skylight Above
- 10 Indoor Temperature Control Swimming Pool
- 11 Round the Clock Security
- 12 The Podium
- 13 Herbal Garden
- 14 Aroma Garden
- 15 Kids Play Area
- 16 R.O. Filter Water in Kitchen

THE FOURTH SCHEDULE ABOVE REFERRED TO

(EASEMENTS OR QUASI-EASEMENTS)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter and/or the Society and/or the Association of Co-owners of the New Building.

1. The right in common with the Purchaser and/or other person or person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
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 Apartment/Unit(s) of the other part or parts of the New

Building through or over the said apartments/units) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the New Building by all parts of the said Apartment/Unit(s) 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 Apartment/Unit(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
4. The right by the Promoter and/or occupier or occupiers of other part or parts of the New Building for the purpose of ingress or egress to and from such other part or parts of the New Building, the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building.
5. The right of the Promoter or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment/Unit(s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduits underground/overhead Reservoir, firefighting equipment as aforesaid PROVIDED ALWAYS the Promoter and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

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 Apartment/Unit(s) 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 Promoter the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the FIFTH SCHEDULE hereto.
2. The right of access and passage in common with the Promoter 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, tube well, lifts and electrical installations and all other common areas installations and facilities in the New Building and the said Premises.

3. The right of the way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Apartment/Unit(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or 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 Promoter and the Society/Association along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the said Apartment/Unit(s) 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 Apartment/Unit(s) 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 Apartment/Unit(s) and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment/Unit(s) in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the Owners and occupiers of the other apartments/units and portion of the Building.

THE SIXTHSCHEDULE ABOVE REFERRED TO

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the said Apartment/Unit(s) the Purchaser agrees and covenants.
 - (a) To co-operate with the other co-purchasers and the Promoter in the management and maintenance of the said building.
 - (b) To observe the rules framed from time to time by the Society/Association.

- (c) To use the said Apartment/Unit(s) for residential, purpose (as has been granted) and for no other purposes whatsoever without the consent in writing of the Promoter.
- (d) To allow the Promoter with or without workmen to enter into the said Apartment/Unit(s) for the purpose of maintenance and repairs and sale of unsold stock of the Developer.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of receiving of the possession letter and also the rates and taxes for the said Apartment/Unit(s) and proportionately for the building and/or common parts/areas and wholly for the said Apartment/Unit(s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter and upon the formation of the Society/Association to such Society/Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment/Unit(s) has been taken or not by the Purchaser, the said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Society/Association to such Society/Association.
- (f) To deposit the amounts reasonably required with the Promoter and upon the formation of the Society/Association with such Society/Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relating to the said Apartment/Unit(s).
- (h) Not to subdivide the said Apartment/Unit(s) and/or the Parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the Promoter from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment/Unit(s).
- (j) To maintain or remain responsible for the structural stability of the said apartment/unit and not to do anything which has the effect of affecting the structural stability of the building.
- (k) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment/Unit(s) or in the compound or any portion of the building.

- (l) Not to store or bring and allow to be stored in the said Apartment/Unit(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (m) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- (n) Not to fix or install air-conditioners in the said Apartment/Unit(s) save and except at the places which have been specified in the said Apartment/Unit(s) for such installation.
- (o) Not to do or cause anything to be done in or around the said Apartment/Unit(s) which may cause or tantamount to cause or effect any damage to any flooring or causing of the said Apartment/Unit(s) or adjacent to the said Apartment/Unit(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (p) Not to damage or demolish or cause to be damaged or demolished the said Apartment/Unit(s) or any part thereof or the fittings and fixtures affixed thereto.
- (q) Not to close or permit the closing of verandahs or lounges or balconies or 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, lounges or any external walls or the fences of external doors and windows including grills of the said apartment/unit which in the opinion of the Promoter differs from the colour scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.
- (r) Not to install grills the design of which have not been approved by the Architect.
- (s) 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 apartment/unit(s) or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

- (t) Not to make in the said Apartment /Unit(s) any structural addition 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 Promoter and with the sanction of the Competent Authority as and when required.
- (u) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (v) Not to use the said **Apartment/Unit(s)** or permit the same to be used for any purpose whatsoever other than as **aResidential Apartment/Unit** and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any industrial activities whatsoever.
- (w) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner to be visible to the outsiders.
- (x) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Society/Association and after the Society/Association is incorporate to comply with and/or adhere to the building rules and regulations of such Society/Association.

2. The Purchaser agrees that :

- (a) The Purchaser shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses at such rate as may be decided, determined and apportioned by the Promoter to be payable from the date of possession to the Promoter and upon formation and transfer of management of the building to the Society/Association such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Promoter from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Apartment/Unit(s) only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Promoter shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of said building to the Society/Association in

terms of these presents, the employees of the Promoter such as watchmen, security staff, lift men, etc. shall be employed and/or absorbed in the employment of such Society/Association with continuity of service and on the same terms and conditions of employment with the Promoter and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

- (c) So long as each Apartment/Unit(s) in the said Premises shall not be separately mutated and assessed the Purchaser 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 Promoter. Such proportion is to be determined by the Promoter on the basis of the area of such Apartment/Unit(s) in the said Building.
 - (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Apartment/Unit such as water supply, electricity connection, use of lifts 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.
3. The Purchaser has further agreed that:
- g) The right of the Purchaser shall remain restricted to the said Apartment/Unit(s).
 - h) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.

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

SIGNED AND DELIVERED by the Owner herein in the presence of

WITNESSES:

- 1.
- 2.

SIGNATURE OF THE OWNER

SIGNED AND DELIVERED by the **PROMOTER/DEVELOPER** herein in the presence of:

WITNESSES:

- 1.
- 2.

SIGNATURE OF THE PROMOTER/DEVELOPER

SIGNED AND DELIVERED by the **PURCHASER/ALLOTTEES'** herein in the presence of

WITNESSES:

- 1.

- 2.

SIGNATURE OF THE PURCHASER/ALLOTTEES

RECEIVED from within named Purchasers the within mentioned sum by way of **Rs...../- (Rupees)** only as per Memo below :-

MEMO OF CONSIDERATION

Date	Cheque No.	Bank & Branch Name	Amount (in Rs.)
.....			
		TOTAL	

(Rupees) only

SIGNATURE OF THE WITNESS:

- 1.

- 2.