

THIS DEED OF CONVEYANCE ("Conveyance Deed") is made on this \_\_\_\_\_ day of  
Two Thousand \_\_\_\_\_ (20\_\_ )

**BETWEEN**

- (1) **M/S GADIA ASSOCIATES PRIVATE LIMITED** ( PAN- AAACG9834D), a company incorporated under the provisions of the companies Act 1956, having its registered office at Meridian Plaza, 209, C. R. Avenue, 4th Floor, P.O.- Beadon Street, P.S.- Girish Park, Kolkata- 700006, District- Kolkata, duly represented by one of its Directors namely Sri Anil Gadia ( PAN- AFOPG3855L), son of Sri Ratan Lal Gadia, by Occupation - Business, by faith - Hindu, by Nationality- Indian, residing at CF-71, Sector-I, Salt Lake City, P.O - Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas.
- (2) **PARTAKE EXPORTS PVT. LTD.** (PAN- AABCP5509K) , a company incorporated under the provisions of the companies Act 1956, having its registered office at Meridian Plaza, 209, C.R.Avenue, 4th Floor, P.O.- Beadon Street, P.S.- Girispark, Kolkata - 700006, District- Kolkata, duly represented by one of its Directors namely Sri Anil Gadia, (PAN-AFOPG3855L), son of Sri Ratan Lal Gadia, by Occupation - Business, by faith- Hindu, by Nationality- Indian, residing at CF- 71, Sector -I, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District- North 24 Parganas, hereinafter jointly called and referred to as the "**OWNERS/FIRST PARTY**".

NEELKANTH NIRMAN (PVT) LTD.

  
DIRECTOR

{which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-office and assigns) of the **FIRST PART**.

**AND**

**NEELKANTH NIRMAN PRIVATE LIMITED ( PAN- AACCN0826A )**, a company incorporated under the provisions of the companies Act 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1<sup>st</sup> Floor, P.O.+ P.S.-Amherst Street, Kolkata - 700 009, District- Kolkata, duly represented by one of its Directors namely **Sri Brijesh Kumar Agrawal ( PAN- ACYPA6430G)**, son of Late Baijnath Agrawal; by Occupation - Business; by faith-Hindu, by Nationality - Indian, residing at 10/14, Brijdham Housing Complex, Shreebhumi, P.O.- Shreebhumi, P.S.- Lake Town, Kolkata - 700 048, District- North 24 Parganas, hereinafter called and referred to as the "**DEVELOPER / SECOND PARTY**", (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**:

**AND**

(1) **SRI** ..... (PAN, .....), Son of ..... by faith Hindu, by occupation ..... by Nationality - ..... (2) ....., (PAN .....), ..... by faith ..... by occupation ..... by Nationality - Indian, ..... herein after called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

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

**WHEREAS:**

The VENDORS are the joint Owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 11.2258 Decimal more or less in C.S. Dag No.-2612 under C.S. Khatian No. - 373, corresponding to R.S. Dag No- 2816 under R.S. Khatian No.- 926, corresponding to L.R. Dag No - 2816 under L.R. Khatian No. - 4720, by Nature - Shali ( now Bastu ), together with brick built wall and tiles shaded structure measuring an area of 100 sq.ft standing thereon,

And

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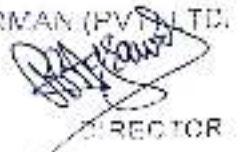
An area of 28.7226 Decimal more or less in C.S. Dag No.- 2597 under C.S. Khatian No.- 315 corresponding to R.S. Dag No - 2801 under R.S. Khatian No.- 900, corresponding to L.R. Dag No - 2801 under L.R. Khatian Nos. - 8513, 8514 and 8536 , by Nature - Shali ( now Bastu ).

And

An area of 3.2460 Decimal more or less in C.S. Dag No.- 2623 under C.S. Khatian No.- 456, corresponding to R.S. Dag No - 2827 under R.S. Khatian No.- 452, corresponding to L.R. Dag No - 2827 under L.R. Khatian No. - 8512 , by Nature - Shali ( now Bastu ).

1. Admeasuring an area of 43.1944 Decimal more or less, together with brick built wall and tiles shaded structure measuring an area of 100 sq.ft standing thereon , with the facility of 10 ft. & 20 ft. wide Common Passage on the West Side , lying and situated at **Mouza - Ghuni**, J.L.No - 23, R.S.NO - 232, Touzi No- 178, District Sub - Registrar Office at Barasat, Additional District Sub Registrar Office at Rajarhat (Old- Bidhannagar-Salt Lake City), Old P.S.- Rajarhat and New P.S.- New Town, within the jurisdiction of Jyangra Hatiana 2 No. Gram Panchayat, in the District of North 24 Paraganas, **L.R. Plots of land being Plot or Dag Nos.- R.S & L.R Dag Nos- 2801, 2816, and 2827**, lying and situated at **Mouza - Ghuni** , J.L.No - 23, R.S NO - 232, Touzi No - 178, District Sub-Registrar Office at Barasat, Additional District Sub - Registrar Office at Rajarhat ( Old- Bidhannagar-Salt Lake City), Old P.S.- Rajarhat and New P.S.- New Town, within the jurisdiction of Jyangra Hatiana 2 No. Gram Panchayat, in the District of North 24 Paraganas, West Bengal - 700 162 (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).
2. The mode and manner by which the Vendor/Developer and the Vendors have acquired right title and interest will appear from the **FIRST SCHEDULE** hereunder written and/or given.
3. 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 NIWAS**" with the object of using for any commercial purpose and/or serviced apartments.
4. The Vendor, relying on the confirmations, representations and assurances of

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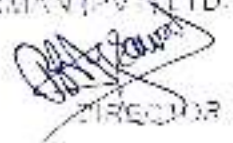
  
DIRECTOR

the Vendee to faithfully abide by all the terms, conditions and stipulations contained in Agreement has accepted in good faith, the Vendee's Agreement for allotment the Said Apartment and is now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

7. The Purchaser i.e. the Allottee had approached the Developer directly to purchase the Apartment/Unit no. \_\_\_\_\_ on the \_\_\_\_\_ Floor; Block No. \_\_\_\_\_ measuring about \_\_\_\_\_ (\_\_\_\_\_ ) sq. ft. of carpet area morefully described in the 3<sup>rd</sup> Schedule (Said Apartment/Unit) and accordingly an Agreement for Sale has been executed between the Parties herein on \_\_\_\_\_ in respect of the said Apartment/Unit on the terms & conditions and the Consideration as mentioned therein.
8. 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 Agreement for Sale dated \_\_\_\_\_ and as such the Developer hereby transfer the area of the said Apartment/Unit as morefully described in the Third Schedule herein in favour of the Purchaser on execution under this indenture.
9. 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 Developer 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 Developer.
  - g) Spaces or area earmarked for Developer 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.

NREI (SMITH NIRMAN) PVT. LTD.

  
DIRECTOR

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

**NOW THIS INDENTURE WITNESSETH as follows:**

- I. In pursuance of the consideration of Rs...../- (Rupees ..... Only) for Flat and the consideration of Rs...../- (Rupees ..... Only) for car parking summing up to **Total Consideration** of Rs.....plus GST paid by the Purchaser 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 each hereby for ever acquit release transferred with the concurrence of the Owners the Developer hereby grant sell transfer convey assign and assure **ALL THAT** the Apartment/Unit no. .... on the ..... Floor, Block No. .... measuring about ..... (.....) sq. ft. of carpet area together undivided proportionate share in the land and in the common parts and portions along with a covered/open/podium/mechanical car parking, (hereinafter collectively referred to as "the said Apartment/Unit") more fully described in the Third 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 FIFTH 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 SIXTH SCHEDULE hereunder

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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 SEVENTH 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 EIGHTH SCHEDULE hereunder written) to the Developer do hereby release, relinquish disclaim and disown all his right title and interest into or upon the said Apartment/Unit and the properties appurtenant thereto unto and to the Purchaser herein.

- II. AND THE DEVELOPER i.e. THE OWNER DO TH HEREBY COVENANT WITH THE PRUCHASER i.e. THE ALLOTTEE as follows:-
- a) THAT notwithstanding any act deed matter or thing whatsoever by the Owner/Developer done or executed or knowingly suffered to the contrary the Owner/Developer 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/Developer 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 lispensens debuttar or trust made or suffered by the Owners/Developer or any person or persons having

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or lawfully or equitably claiming any estate or interest through under or in trust for the Developer.

- d) THAT the Purchaser 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/Developer Party or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lienspendences debit tax or trust or claims and demands whatsoever created occasioned or made by the Owner/Developer or any person or persons lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Owner/Developer 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/Developer 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 in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the Owner/Developer 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/Developer doth hereby further covenant with the Purchaser 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

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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 unobliterated and uncanceled.

III. AND THE PURCHASER i.e. THE ALLOTTEE DO HEREBY AGREE AND COVENANT WITH THE DEVELOPER 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.

IV. AND THE PURCHASER 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 APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/ DEVELOPER as follows:-

- a) THAT the Purchaser 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 SEVENTH SCHEDULE hereunder written.
- b) THAT the Purchaser 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 cesses, multistoried Building tax, Water Tax.

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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 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 Developer 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 Developer 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

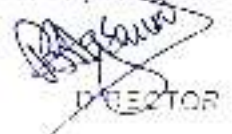
NEELKANTH NIRMAL (PVT) LTD.

  
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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 Developer 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.

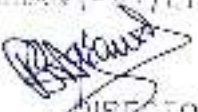
- c) THAT the Owner i.e. the Developer shall have right to use the ultimate roof and such other spaces in the complex as may be demarcated exclusively for itself and shall have right to erect any neon signs or boardings on the roof including Mobile Towers. The revenue generated from such boardings/erecting buildings to the Developer. All expenses in this regard including but not limited to electricity consumption shall be borne and discharged by the Developer. The Developer shall be entitled to further horizontal or vertical extension on the said premises or on any part or portion of the said Building and such construction shall be in accordance with Plan. The Purchaser acknowledges such right of the Developer and agrees not to raise any objection in this regard.
- d) The right of the purchaser shall remain restricted to the said Apartment/Unit and it is hereby expressly agreed that the roof terrace and other open spaces of the said new Building and premises shall be the absolute property of the Developer i.e. the Owner to whom the roof terrace and other open spaces is allotted and the Purchaser or any person claiming through it shall not have any right or claim in respect of thereof.
- e) The said new Housing complex shall always be known as "CHITRAKUT NIWAS".
- f) 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 of thing to be done which is likely to adversely affect the decency of the said new building.

MUSKANTH NIRMAN (PVT) LTD.

  
DIRECTOR

- g) The Purchaser shall at its own cost immediately after the execution of this Deed apply to CESC Ltd. for obtaining a separate electric meter and until such separate meter is obtained the Developer 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 Developer.
- VI. AND THE PURCHASER(S) DO HEREBY FURTHER AGREE AND COVENANT WITH THE DEVELOPER as follows:-
- i) Until the formation of the Association/Society of the Allottee/Purchaser which may include the Developer or any person authorized by the Developer 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 more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written.
- ii) The maintenance charges shall be paid by the Purchaser 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 Developer 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) Within three months from the date of execution of this Deed of Conveyance the Purchaser shall apply to Competent Authority for mutation of its names with the Competent Authority and until such time such mutation is effected the Purchaser shall be liable to make payment of the proportionate share of the panchayat rates taxes and other outgoings in respect of the said Apartment/Unit and proportionately for the building.

MEDIKANTH MIRMAN (PVT) LTD

  
DIRECTOR

- iv) The amount deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Developer until such time the Association/Society takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of panchayat rates taxes and other outgoings including maintenance charges.
- v) 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 Developer 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 ACT/RULES/REGULATION shall mean :
- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben.Act XLI of 2017);
  - b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.2 WHO ARE THE OWNER shall mean the Developer 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.

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DIRECTOR

- 1.3 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.
- 1.4 ARCHITECT shall mean the person or any firm or architect appointed by the Developer.
- 1.5 NEW BUILDING shall mean the new building named "CHITRAKUT NIWAS" Residential Apartments/Units constructed in the said premises in accordance with the plan already sanctioned by Matigara Panchayat Samity vide Sanction **Building** vide Plan No. 6/NZP/18-19 Planning dated 18.04.2018
- 1.6 RESIDENTIAL APARTMENTS/UNITS shall mean those apartments/units on the ground.....of the New Building.
- 1.7 CAR PARKING SPACE ..... Dependent/Independent/Covered
- 1.8 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.
- 1.9 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 more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written and catering to Commercial Apartments/Units.
- 1.10 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 Developer in its absolute discretion at the time of making over the

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DIRECTOR

possession of the said Apartment/Unit more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written and to be identified with Commercial Apartments/Units.

PREMISES shall mean ALL THAT piece and parcel of land measuring about 11.2258 Decimal more or less in C.S. Dag No.-2612 under C.S. Khatian No.-373, corresponding to R.S. Dag No- 2816 under R.S. Khatian No.-926, corresponding to L.R. Dag No- 2816 under L.R. Khatian No.- 4720 , by Nature – Shali ( now Basta ), together with brick built wall and tiles shaded structure measuring an area of 100 sq.ft. standing thereon.

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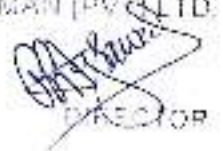
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1.1 Admeasuring an area of 43.1944 Decimal more or less, together with brick built wall and tiles shaded structure measuring an area of 100 sq.ft. standing thereon , with the facility of 10 ft. & 20 ft. wide Common Passage on the West Side, lying and situated at Mouza-Ghuni, J.L.No - 23, R.S.NO - 232, Touzi No -178, District Sub-Registrar Office at Barasat, Additional District Sub-Registrar Office at Rajarhat (Old- B dhannagar-Salt Lake City), Old P.S.-Rajarhat and New P.S.-New Town, within the jurisdiction of Jyangra Hatiana 2 No Gram Panchayat, in the District of North 24 Paraganasheld by the Developer more fully described in the SECOND SCHEDULE hereunder written.

1.2 SANCTIONED PLAN shall mean the Building plan sanctioned by the Jyangra Hatiana 2 No. Gram Panchayat vide Sanction Building vide Plan No. 6/NZP/18-19 Planning dated 18.04.2018 and shall include such modification or variation as may be made from time to time.

NEEL KANTH NIRMAL (PVT) LTD.

  
DIRECTOR

- 1.3 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 SEVENTH SCHEDULE hereunder written.
- 1.4 SINKING FUND shall mean the fund to be paid and/or contributed by each Apartment/Unit Owner including the Purchaser herein towards sinking/reserve fund which shall be held by the Developer on account of capital expenses and after the said new building is completed and possession is made over and upon formation of the said Society/Association, the said amount on account of sinking fund shall be transferred to the such Society/Association.
- 1.5 SAID APARTMENT/UNIT shall mean **ALL THAT** Apartment/Unit no. .... on the ..... Floor, Block No. \_\_\_\_ measuring about ..... (.....) sq. ft of carpet area in the Building named **CHITRAKUT NIWAS 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
- 1.6 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.
- 1.7 SERVICE CHARGES shall mean the service/maintenance charges for the common parts portions areas facilities and/or amenities as may be incurred by the Developer for the said purpose including providing services, making such provisions or incurring expenses in respect of future provisions of the services as the Developer may in its absolute discretion consider fit and proper. The

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proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Developer in its absolute discretion.

1.8 Singular number shall include plural number as well.

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

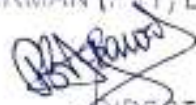
**THE FIRST SCHEDULE ABOVE REFERRED TO**

**3. PREFACE DECLARATION BY THE PURCHASER**

3.1 That on or before execution of this Agreement the Purchaser-

- a. have fully satisfied himself/herself/itself as to the title of the Owner and the right of the Developer/Landowner in respect of the said land.
- b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the DEVELOPER/Land Owner and agrees not to raise any objection with regard thereto.
- c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the DEVELOPER/Land Owner on the said land (if any).
- d. have verified the location and site of the said Unit including the egress and ingress thereof and also the area and measurement of the Unit as stated in this Agreement and agrees not to dispute the same.
- e. have acknowledged that the right of the Purchasers shall remain restricted to the said Unit and common portions only.
- f. **have acknowledged that the DEVELOPER shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building complex being constructed erected and completed on the said land and the Purchasers shall have no objection thereto. The purchaser on signing this agreement has deemed to have given the NOC to the developer for the said modification.**
- g. **Have acknowledged that the developer shall be entitled to extend the project in contiguous land in future by modifying the said plan and the purchaser shall have no objection thereto. The purchaser on signing this agreement has deemed to have given the NOC to the developer for such extension.**
- h. have satisfied themselves as to the Carpet area/ build area / plinth area and the super built up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents /occupants of the various units comprised in the said building complex and has agreed not to challenge or dispute the same in any manner whatsoever or however.

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- i. Are well aware that the Developer has applied for the registration of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority or \_\_\_\_\_ and understands that they shall be informed by the Developer about the receipt of the registration as when the same is obtained

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1. **DEFINITIONS :** Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings :-  
For the purpose of this Agreement for Sale, unless the context otherwise requires:-

(a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XXI of 2017);

(b) "Rules" means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

(d) "section" means a section of the Act.

(i) **ADVOCATES;** shall mean firm/individual/advocate or solicitor so appointed by the DEVELOPER, *inter alia*, for preparation of this agreement and conveyance for transfer of the said Unit from time to time.


(ii) **ARCHITECTS;** shall mean Spandan Architects, the Architects appointed by the DEVELOPER or such other Architect as the DEVELOPER may appoint from time to time for the building complex.

(iii) **TWO WHEELERS PARKING SPACE;** shall mean the space in the Parking area expressed or intended or reserved by the DEVELOPER for parking of Two Wheelers vehicles only.

(iv) **COMMERCIAL AREA COMMON PARTS ;** shall mean common areas of the Commercial Portion which may include meter rooms, main gates, security rooms, electrical rooms, darwan's paths and passages, common passage, drive ways, entrance gates, administrative and caretaker's room, toilet meant for common area, water connection in the commercial portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Commercial Co-Owners and/or Co-Occupiers.

(v) **COMPLEX PROJECT/ ENTIRE LAND** shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of about 11,2258 Decimal more or less in C.S. Dag No.- 2612 under C.S. Khatian No.- 373, corresponding to R.S. Dag No - 2816 under R.S. Khatian No. - 926, corresponding to L.R. Dag No - 2816 under L.R. Khatian No. - 4720, by Nature - Shali (now Bastu ), And An area of 28,7226 Decimal more or less in C.S. Dag No.- 2597 under C.S. Khatian No.- 315 corresponding to R.S. Dag No - 2801 under R.S. Khatian No.- 900, corresponding to L.R. Dag No- 2801 under L.R. Khatian Nos.-8513, 8514 and 8536 , by Nature - Shali ( now Bastu ), And An area of 3,2460 Decimal more or less in C.S. Dag No.-2623 under C.S.

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**Khatian No.-456, corresponding to R.S. Dag No - 2827 under R.S. Khatian No.- 452, corresponding to L.R. Dag No- 2827 under L.R. Khatian No.-8512 , by Nature - Shali ( now Bastu ) morefully and particularly described in the FIRST SCHEDULE hereunder**

wherein it is mutually agreed that the purchasers of flat, parking space and commercial space of the project to use the common spaces areas amenities and internal roads of the projects developed by the Developer in common and the purchases of the units of projects of the Developer shall abide by the terms of the Development Agreements and shall not raise any objection or claim to the same and after understand the common use of the common amenities and other facilities and after inspection being satisfied by the same the present Purchaser is executing this deed of conveyance.

**AND WHEREAS** the Vendors and the Developer herein declared that the properties hereunder agreed to be sold, are free from all encumbrances, charges, liens and attachments and there is no notice in existence respecting acquisition or requisition thereof by any Governmental, or Semi Governmental Authorities or statutory or any other authorities, and they further declare that they have never executed any instrument/documents in favour of any third party respecting the property agreed to be sold.

**AND WHEREAS** the purchaser herein has taken inspection of the abstracts of title of the Vendors and also the said sanctioned plan, and materials relating to the said unit, being a FLAT within the said building, and made himself fully conversant with the contents hereof, and have fully satisfied himself as to the Title, of the present owners-the Vendors, along with the construction work of the Developer and being fully satisfied with all the fixtures/material fitted in the said flat and the common amenities thereto after taking through inspection of the flat and the project has agreed to purchase and both the parties have mutually measured and agreed to the physical measurement area of \_\_\_\_\_ square feet.

**AND WHEREAS** the Vendors and the developer herein jointly have agreed to sell, and the purchaser herein has agreed to purchase **ALL THAT** one unit being a Flat No. \_\_\_\_, on the \_\_\_\_ Floor, in Block - '\_\_\_\_', measuring carpet area \_\_\_\_\_ (for the purpose of registration Super built up area is \_\_\_\_\_ Sq Ft and Balcony area \_\_\_\_\_ Sq Ft excluded from total carpet area) square feet, more or less, consisting of \_\_ bed rooms, \_\_ Drawing-cum-Dining room, \_\_ Kitchen, \_\_ Toilets and \_\_ Balconies, hereinafter called the said "UNIT", as contained in the building, lying and situated at **Mouza- Ghuni**, J.L.No-23, R.S.No - 232, Touzi No -178, District Sub-Registrar Office at Barasat, Additional District Sub-Registrar Office at Rajarhat (Old- Bidhannagar-Salt Lake City), Old P.S.-Rajarhat and New P.S.-New Town, within the jurisdiction of Jyangra Hatiara 2 No. Gram Panchayat,

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in the District of North 24 Paraganas, **TOGETHER WITH** undivided proportionate share in the said land and the said building thereon, morefully and particularly described in the **SECOND SCHEDULE** hereunder written at or for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** *only* covering the proportionate value of the lands respecting the unit below the building and that covering Vendor charges for construction of the Unit within the same as included in the amount of the consideration, as agreed being paid by the purchasers herein to the Developer/Second Part in full.

**ARTICLE - III**

**ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR**

The Owners-Vendors herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned, described, explained, enumerated, provided at the under the **FIRST SCHEDULE** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and except the rights conferred upon the Developer and created by the Owner-Vendor herein by way of and under the terms and conditions of the Development Agreements and by which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the First Schedule hereto.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(PREMISES)**

**ALL THAT** piece and parcel of land measuring about **11.2258 Decimal** more or less in C.S. Dag No.-2612 under C.S. Khatian No.-373, corresponding to R.S. Dag No- 2816 under R.S. Khatian No.-926, corresponding to L.R. Dag No- 2816 under L.R. Khatian No.-4720, by Nature - Shali ( now Bastu ), together with brick built wall and tiles shaded structure measuring an area of 100 sq.ft standing thereon.

**And**

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An area of 28.7226 **Decimal** more or less in C.S. Dag No. 2597 under C.S. Khatian No.-315 corresponding to R.S. Dag No- 2801 under R.S. Khatian No.-900, corresponding to L.R. Dag No- 2801 under L.R. Khatian Nos.-8513, 8514 and 8536 , by Nature - Shali ( new Basti ).

**And**

An area of 3.2460 **Decimal** more or less in C.S. Dag No.-2623 under C.S. Khatian No.-456, corresponding to R.S. Dag No- 2827 under R.S. Khatian No.-452, corresponding to L.R. Dag No- 2827 under L.R. Khatian No.-8512 , by Nature - Shali ( new Basti ).

**Admeasuring an area of 43.1944 Decimal more or less,** together with brick built wall and tiles shaded structure measuring an area of 160 sq.ft standing thereon , with the facility of 10 ft. & 20 ft wide Common Passage on the West Side , lying and situated at **Mouza-Ghuni** , J.L.No-23, R.S.NO-232, Touzi No-178, District Sub-Registrar Office at Barasat, Additional District Sub-Registrar Office at Rajarhat (Old- Bidhannagar-Sah Lake City), Old P.S.-Rajarhat and New P.S.-New Town, within the jurisdiction of Jyangra Hatara 2 No. Gram Panchayat, in the District of North 24 Paraganas , **L.R. Plots of land being Plot or Dag Nos.- R.S & L.R Dag Nos- 2801, 2816, and 2827,** lying and situated at **Mouza-Ghuni** , J.L.No-23, R.S.NO-232, Touzi No-178, District Sub Registrar Office at Barasat, Additional District Sub-Registrar Office at Rajarhat ( Old- Bidhannagar-Sah Lake City), Old P.S.-Rajarhat and New P.S.-New Town, within the jurisdiction of Jyangra Hatara 2 No Gram Panchayat, in the District of North 24 Paraganas., butted and bounded by

**ON THE NORTH:** Part of Land in R.s. Dag No. 2801.

**ON THE SOUTH:** Part of Land in R.S. Dag 2815, 2816 & 2817

**ON THE EAST:** 20 ft wide gram panchyat Road

**ON THE WEST:** 10 ft wide common passage;

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

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**THE THIRD SCHEDULE ABOVE REFERRED TO****(THE SAID APARTMENT/UNIT)****(FLAT AND/OR UNIT)**

ALL THAT the one self contained residential **FLAT AND/OR UNIT** No. ----- on the ----- **FLOOR** of **BLOCK** - ----- of the building containing by estimation an area of ----- Square Feet (Carpet) be the same a little more or less subject to Final measurement comprising of --- **Bed Rooms** - --- **Wash rooms** - **1 Kitchen** + **1 Drawing/ Living/ Dining Room** + --- **Balcony**, together with One ----- Covered Car Parking space containing an area of 135 Square Feet ( 2.50Sq.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 FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Areas and Utilities)

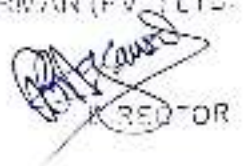
**(COMMON PORTIONS)****PART - I****A. COMMON PARTS and PORTIONS in the BUILDING.**

1. Lift in each block
2. Power Back Up
3. 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 NIWAS". Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON**

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REPRESENTOR

**PARTS and PORTIONS/FACILITIES** with the purchasers of future horizontal and/or vertical extension which may add on to the present sanctioned plan.

- Splash Pool
- Community Hall cum Indoor Games Room
- Kid's Play Area
- Shrine
- Iron Filter Water Plant
- Fire Fighting System

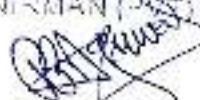
**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(EASEMENTS OR QUASI-EASEMENTS)**

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Developer 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

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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 Developer 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 spaces(s) and other common passages or paths of the New Building.
5. The right of the Developer 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 fire lighting equipment as aforesaid PROVIDED ALWAYS the Developer 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 SIXTH 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 Developer 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 Developer and/or the 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.

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*(Signature)*  
DEVELOPER OR

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 Developer 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 occupants of the other apartments/units and portion of the Building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(RESTRICTIONS/HOUSE RULES)**

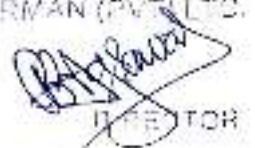
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*RAJESH KUMAR*  
DIRECTOR



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 Developer 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 Developer.
  - (d) To allow the Developer 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 Developer 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 Developer and upon formation of the Society/Association to such Society/Association.
  - (f) To deposit the amounts reasonably required with the Developer 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).

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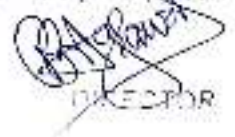
- (h) Not to subdivide the said Apartment/Unit(s) and/or the Parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the Developer from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment/Unit(s).
- (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.

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- (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 Developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer 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 Developer 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 a Residential 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.

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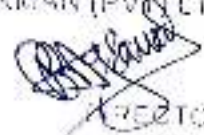
  
DIRECTOR

- (v) 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 Developer 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 7<sup>th</sup> day of every month in advance and month by month the common expenses as described in the EIGHTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Developer to be payable from the date of possession to the Developer 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 Developer 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 Developer 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 Developer 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 Developer 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

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electricity while in transmission to the Developer. Such proportion is to be determined by the Developer 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, the Purchaser shall be liable to pay interest at the rate as per provision of the Act. 'HIRA' per month and further that such amount shall remain unpaid for sixty days, the Developer 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:
- a) The right of the Purchaser shall remain restricted to the said Apartment/Unit(s).
- b) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.
- c) The Developer shall be absolutely entitled and/or shall have sole and exclusive right to the roof of the building and all the other open spaces of the said building and premises for any future development and construction thereon and shall also be entitled to transfer the same fully or in part on as it where it basis or duly developed by way of construction thereon to any person or persons, party or parties and/or deal with the same as the Developer in its sole discretion shall think fit & proper and the Purchaser hereby consents to the same without any objection and/or claim in whatsoever manner under any circumstances.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

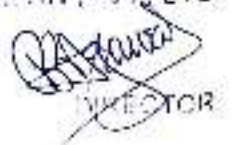
1. Establishment and all other capital and operational expenses of the Association of Flat  
VENDOR/DEVELOPER .

MEET SANCHI NIRMAL (PVT) LTD.

  
DIRECTOR

2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and for personnel and all allied expenses connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT), walls of the Buildings.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level, including lifts, if any, chargeover switches, if any pumps and other common installations including, street lights, lobby lights, club house maintenance, swimming pool, gym, kids room, podium area, club facilities maintenance and their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multi-storied Building Tax, Water Tax and other levies in respect of the Building at the Building level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes.

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viz. manager, caretaker, clerks, security personnel, liftman, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.


**THE NINTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATIONS, AMENITIES, FACILITIES)**

- **Structure:**
  - RCC Structure
- **Wall:**
  - **Exterior:** Weather coat over plaster
  - **Interior:** POP on interior wall
- **Lift, Lobby, Staircase:**
  - Marble/Tiles combination with decorated lift fascio and well decorated floor lobby
  - Each Block will have 1 lift (OTIS/ Equivalent Quality)
- **Flooring:**
  - Living/ Dining/ All Bed Rooms: Large Vitrified Tiles (2'X2')
  - Master Bedroom: Wooden Finished Tiles
  - Kitchen, Toilets & Balcony: Antiskid Tiles
  - Wall Tiles:
    - i) In Kitchen up to 2.5' over kitchen platform
    - ii) In Toilets Glazed/Mat. ceramic tiles up to door height
- **Kitchen Counter:**
  - Polished stone top with stainless steel sink
- **Doors:**
  - **Main Door:** Paneled door with wooden frame, Goorej or Similar Make Main Lock
  - **Internal Doors:** Solid core flush door or wooden frame
- **Windows:** Anodized Aluminum Windows, with glass panel

[Provision of specified design grill may be fitted from inside at an extra cost]

- **Electrical:**
  - MCB/ Modular Switches/ Wiring (Havells/ Anchor or similar make)

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RECTOR

- Ample light, fan, P.L.U (both 5amps and 15amps) points
  - AC Points in Master Bedroom
  - TV/ DTH points in living / dining and Master bedroom
  - Refrigerator and Washing Machine points in suitable areas
  - Kitchen with exhaust/ chimney points
  - Bathroom will have exhaust points, geyser point
- **Sanitary and CP Fittings**
    - Chrome Plated Fittings
    - White colour wall hanging/ floor fitted sanitary fittings
  - **Balcony Railings:**
    - Specified design of MS Grill

**EXTRA WORK:** Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

**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 AND DELIVERED** by the  
**Owner** at Kolkata in the presence of

1.

\_\_\_\_\_  
(OWNER)

2.

**SIGNED AND DELIVERED** by the  
**Developer** at Kolkata in the presence of

1.

NEELKANTH NIRMAL (PVT) LTD.

  
DIRECTOR  
\_\_\_\_\_  
(DEVELOPER)



2.

SIGNED AND DELIVERED by the  
PURCHASERS at Kolkata in the presence of

1.

---

 (PURCHASER)

2.

Drafted & Typed at my office:-

**Receipt and Memo of Consideration**

The Developer/Owner confirms having received from the Purchaser/Allottee a sum of  
Rs. .... (Rupees ..... Only) towards  
Consideration amount plus Service Tax and Appointments in the following manner:

Sl. No.	Cheque/ RTGS/Cash	Date	Bank	Amount
			(Rs.)	
.....	.....	.....	.....	.....

**Consideration Amount**

**Witnesses:**

1.

2.

NEELGANTH GURMAN (PVT) LTD

*Raj Kumar*  
DIRECTOR

Developer

Dated            day of           , 20<sup>th</sup> A

Between

NEELKANTH NIRMAN PVT. LTD.

... Developer/Owners

And

... Purchaser/Allottee

Company

Apartment/Unit No.

..... Floor

Premises at