

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of , Two Thousand
Twenty Five (2025).

AMONGST

NITU DEVELOPERS PRIVATE LIMITED, (having PAN : AAECN1633P), a limited Company incorporated under the Companies Act. 1956, having its Office at Lauhati, P.O. - Lauhati, P.S. - Rajarhat, Dist. North 24 Parganas, Kolkata - 700135, represented by its Director JAMAL UDDIN MOLLA, (having PAN: AIYPM1138K), son of Late Mojambari Molla, residing at Village & P.O. Lauhati, P.S. - Rajarhat, Dist. North 24 Parganas, Kolkata 700135, by faith- Islam, by occupation- Business, by Nationality- Indian hereinafter called the “OWNER” (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **its** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

A N D

xx, hereinafter called and referred to as the “PURCHASERS” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **their** legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **THIRD PART**.

DEFINITIONS -

- 1.1 **“Architect”** shall mean the Architect appointed or to be appointed from time to time by Owners/Promoters for the purpose of planning, designing and supervision of the construction of the Building(s).
- 1.2 **Allotment/Agreement For Sale** – shall mean the provisional allotment letter and/or this Agreement for sale of the BUNGALOW.
- 1.3 **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB BUNGALOW Ownership Act or any other legal entity constituted of the **Purchaser/Purchasers** in various buildings/phase of entire housing complex where each such associate or any other legal entity , as the case may be , which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.
- 1.4 **Association of Purchasers’** means a collective body of the **Purchasers** of a real estate project, by whatever named called, registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the **Purchaser/Purchasers**.
- 1.5 **Whole Project** shall mean the entire Housing Complex envisaged at present to comprise altogether Phase 1, 2, 3, 4 and future proposed buildings Projects/Phases including the Completed Phases. Future extensions to this Complex will merge and integrate and become part of this Complex.
- 1.6 Project/ Phase Plan shall mean the project plan for **SUN SHINE GREEN CITY Block C** in the Plan.
- 1.7 **Phase of a Real Estate Project** means a phase which may consist of one or more building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoried building/wing.
- 1.8 **Structural Engineer** shall mean the Engineer appointed or to be appointed from time to time by Owners/Promoters for the preparation of the structural design and drawings of the buildings.
- 1.9 **THE ACT** : The ACT Means WBRERA ACT, 2016 and the project is already registered under WBRERA ACT being project registration number _____
- 1.10 **THE SANCTION PLAN:** The sanction plan means the building plan which was sanctioned by the executive officer of the Rajarhat Panchayet Samity, Rajarhat, North 24 Parganas **dated 05.04.2025**.

OWNERSHIP OF LAND OF (1) NAZMA RAHAMAN BEGAM, (2) RUBINA RAHAMAN, (3) TUHINA RAHAMAN, (4) TAHAMINA RAHAMAN

WHEREAS One Mahiuddin Ahamed alias Mahiuddin Ahammad, son of Late Altaf Hossain of Chandpur, P.S. - Rajarhat was the absolute recorded owner and possessor of plot of Shali land measuring an area 47 Satak, comprised in R.S. & L.R. Dag Nos. 4093, under L.R. Khatian No. 2231, under the following manner :-

Recorded Land Area	Share	Total out of land	R.S.& L.R Dag No.	L.R. Khatian No.	Nature of Land
47 satak	1.0000	47 satak	4093	2231	Shali
Total 47 Satak more or less.					

lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, by virtue of own record of rights and enjoyed the same absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid plot of land, said Mahiuddin Ahamed alias Mahiuddin Ahammad died intestate leaving behind his four sons namely Safiar Rahaman, Mafijur Rahaman, Rajaul Rahaman, Mominul Rahaman and two daughters namely Lilima Begam, Selima Begam and one wife namely Meharjan Bibi as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land in terms of the Muslim Law,

AND WHEREAS While seized and possessed of the aforesaid plot of land, said Meharjan Bibi died intestate leaving behind his four sons namely Safiar Rahaman, Mafijur Rahaman, Rajaul Rahaman, Mominul Rahaman and two daughter namely Lilima Begam, Selima Begam as her legal heirs and successors to her estate and they become the owners of the aforesaid plots of land in terms of the Muslim Law,

AND WHEREAS after death of father and mother of the said Safiar Rahaman, Mafijur Rahaman, Rajaul Rahaman, Sk. Mominul Rahaman, Lilima Begam, Selima Begam was absolute owners of total land measuring 47 Satak, where each son had entitled land measuring 09.40 Satak as 2/10th share out of said 47 Satak and each daughter had/have entitled land measuring an area of 04.70 Satak more or less as 1/10th share out of said 47 Satak and have been enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid inheritance plot of land said Mominul Rahaman mutated his name at B.L. & L.R.O. Rajarhat, under L.R. Khatian No. 2166.

AND WHEREAS While seized and possessed of the aforesaid inheritance plot of land measuring an area 09.40 Satak, said Mominul Rahaman died intestate leaving behind his three daughters namely Rubina Rahaman, Tuhina Rahaman, Tahamina Rahaman (the Vendor No. 2 to 4 herein) and one wife namely Nazma Rahaman Begam (the Vendor No. 1 herein) as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land in terms of the Muslim Law.

AND WHEREAS Since then the said Nazma Rahaman Begam, Rubina Rahaman, Tuhina Rahaman, Tahamina Rahaman are well seized and possessed of the aforesaid plot of Shali land measuring an area 09.40 Satak, comprised in R.S. & L.R. Dag No. 4093 under L.R. Khatian No. 2166, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, morefully described in the schedule hereinafter writ- ten by virtue of above inheritance and thereafter own Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owners and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as they shall think fit and proper.

OWNERSHIP OF LAND TRANSFERRED FROM (1) NAZMA RAHAMAN BEGAM, (2) RUBINA RAHAMAN, (3) TUHINA RAHAMAN, (4) TAHAMINA RAHAMAN TO NITU DEVELOPERS PRIVATE LIMITED

AND WHEREAS said (1) NAZMA RAHAMAN BEGAM, (2) RUBINA RAHAMAN, (3) TUHINA RAHAMAN, (4) TAHAMINA RAHAMAN, while seized and possessed the aforesaid land and property, they sold, transferred and conveyed ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha Shali land measuring an area 09.40 Satak, comprised in R.S. & L.R. Dag No. 4093, under L.R. Khatian No. 2231, present L.R. Khatian No. 2166 (in the name of Mominul Rahaman), lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in re District of North 24-Parganas, in the State of West Bengal in favour of the present purchaser by virtue of the registered deed of conveyance dated **23.02.2023** which was duly registered in the office of the ADSR Rajarhat, Newtown, North 24 Parganas, and recorded in the **Book No. – I, Volume No. 1523-2023, Page Nos. 96653 to 96675, Being No. 152302637 for the year 2023.**

OWNERSHIP OF LAND OF LILILMA MOLLA ALIAS LILIMA BEGUM & SELIMA BEGUM

AND WHEREAS While seized and possessed of the aforesaid plot of land, the said Mahiuddin Ahmed died intestate leaving behind his two daughters namely **Lililma Molla alias Lilima Begum & Selima Begum**, and four sons namely Safiar Rahaman, Rejaul Rahaman, Mafijur Rahaman, Mominur Rahaman, as his legal heirs and successors to his estate and they become the owner of the aforesaid plot of land in terms of the Muslim Farayez Act. and free from all encumbrances whatsoever.

Where each son got 09.40 Satak (2/10 share of 47 Satak) and each daughter got 04.70 Satak (1/10 share of 47 Satak) more or less and have been enjoy the same absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid land by virtue of inheritance, the said Lilima Molla alias Lilima Begum mutated her name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 12972 (in the name of Lilima Begum) measuring an area 04.70 Satak more

or less (as share 0.1000) out of 47 Satak, comprised in R.S. & L.R. Dag No. 4093 and the said Selima Begum mutated her name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 12973 (in the name of Selima Begum) measuring an area 04.70 Satak more or less (as share 0.1000) out of 47 Satak, comprised in R.S. & L.R. Dag No. 4093 and have been enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said Lilima Molla alias Lilima Begum & Selima Begum are well seized and possessed of the aforesaid plot of Shali land total measuring an area 09.40 Satak more or less), comprised in R.S. & L.R. Dag No. 4093, under L.R. Khatian Nos. 12972 & 12973, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. - 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in his name as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as they shall think fit and proper.

OWNERSHIP OF LAND TRANSFERRED FROM LILILMA MOLLA ALIAS LILIMA BEGUM & SELIMA BEGUM TO NITU DEVELOPERS PVT. LTD.

AND WHEREAS Now the said Lilima Molla alias Lilima Begum & Selima Begum being in need of money intended, desired and agreed to sell and the Nitu Developers Pvt. Ltd. have agreed to purchase the aforesaid plot of Shali land measuring an area 09.40 Satak more or less), comprised in R.S. & L.R. Dag No. 4093, under L.R. Khatian Nos. 12972 & 12973, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same, more fully and particularly described in the Schedule hereunder written and the said Lilima Molla alias Lilima Begum & Selima Begum sold transferred and conveyed the same in favour of the **Nitu Developers Pvt. Ltd.**, the vendor herein by executing a registered deed of conveyance dated **16.07.2024** which was duly registered in the office of the **ADSR Rajarhat Newtown and recorded in the Book No. - I, Volume No. 1523 - 2024, Pages from 420385 to 420405, Being No. 152311355 for the year 2024.**

AND WHEREAS by virtue of the aforesaid deed of conveyance, said **Nitu Developers Pvt. Ltd.** became the absolute owner of ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plot of Shali land measuring an area 09.40 Satak more or less), comprised in R.S. & L.R. Dag No. 4093, under L.R. Khatian Nos. 12972 (in the name of Lilima Begum), & 12973, (in the name of Selima Begum), under the following manner:

Saleable Land Area	Share of Land	Total Land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
04.70 dec.	0.1000	47 Decimal	4093	12972	Shali
04.70 dec.	0.1000	47 Decimal	4093	12973	Shali
Total 09.40 Decimals be the same a little more or less,					

lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, in the State of West Bengal.

OWNERSHIP OF LAND OF SAFIAR RAHAMAN

WHEREAS Mahiuddin Ahmed while seized and possessed plot of Shali land measuring an area 47 Satak as share 1.0000, comprised in C.S. Dag No. 3984, R.S Dag No. 4093, under C.S. Khatian No. 986, Jamindar Khatian Nos. 757, 759, 983, 824 & R.S. Khatian No. 478, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, within the juris- diction of Rajarhat Police Station, in the District of North 24-Parganas, he died intestate leaving behind his four sons namely Safiar Rahaman, Rejaul Rahaman, Mafijur Rahaman, Mominul Rahaman, and two daughters namely Lilima Molla alias Lilima Begum, Selima Begum, as his legal heirs and successors to his estate and they become the owner of the aforesaid plot of land in terms of the Muslim Farayez Act. and free from all encumbrances whatsoever.

Where each son got 09.40 Satak (2/10 share of 47 Satak) and each daughter got 04.70 Satak (1/10 share of 47 Satak) more or less and have been enjoy the same absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid land by virtue of inheritance the said Safiar Rahaman mutated his name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 3074, measuring an area of 09.40 Satak more or less (as share 0.2000) out of 47 Satak, comprised in R.S. & LR. Dag No: 4093 and have been enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS said Safiar Rahaman is the absolute recorded owner and possessor of plot of Shali land measuring an area 14.8363 Satak more or less (as share 0.1667) out of 47 Satak, comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No. 3074, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, by virtue of purchase by two Deed of Sale (1)) dated 8/5/1979, at S.R. Cossipore, Dum Dum, Book No. 1, Volume No. 63, Pages from 251 to 253, Being No. 3297 for the year 1979 and (2) dated 5/3/1978, at S.R. Cossipore, Dum Dum, Book No. 1, Volume No. 100, Pages from 169 to 172, Being No. 4063 for the year 1978 and after purchase said Vendor muted his name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 3074 and have been enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said Safiar Rahaman is well seized and possessed of the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 3074, lying and situ- ated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. - 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in his name as absolute owner and possessors thereof and have the full right to dispose or transfer the following land to anybody in any way as he shall think fit and proper.

Saleable Land Area	Share of Land	Total Land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
09.40 dec.	0.1000	47 Decimal	4093	3074	Shali
14.8363dec.	0.1667	89 Decimal	4116	3074	Shali
Total 24.2363 Decimals be the same a little more or less,					

OWNERSHIP OF LAND TRANSFERRED FROM SAFIAR RAHAMAN TO NITU DEVELOPERS PRIVATE LIMITED

AND WHEREAS said Safiar Rahaman while seized and possessed the aforesaid plots of Shafi land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 3074, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same, in favour of the **NITU DEVELOPERS PVT. LTD.** by executing a registered deed of conveyance dated **23.07.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. - I, Volume No. - 1523-2024, Pages from 434681 to 434702, Being No. 152311652 for the year 2024.**

OWNERSHIP OF LAND OF RAJAUL RAHAMAN ALIAS REJAUL RAHAMAN

AND WHEREAS after demise of Mahiuddin Ahmed, the said **Rajaul Rahaman alias Rejaul Rahaman** as his legal heir, was well seized and possessed of the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 2734, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in his name as absolute owner and possessors thereof and have the full right to dispose or transfer the following land and have been enjoying the following land absolutely free from all encumbrances whatsoever.

Saleable Land Area	Share of Land	Total Land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
09.40 dec.	0.1000	47 Decimal	4093	2734	Shali

14.8363 dec.	0.1667	89 Decimal	4116	2734	Shali
Total 24.2363 Decimals be the same a little more or less,					

OWNERSHIP OF LAND OF TRANSFERRED FROM RAJAUL RAHAMAN ALIAS REJAUL RAHAMAN TO NITU DEVELOPERS PRIVATE LIMITED

AND WHEREAS said **Rajaul Rahaman alias Rejaul Rahaman** sold, transferred and conveyed the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 2734, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Regis- tration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same in favour of **NITU DEVELOPERS PVT. LTD.** by executing a registered deed of conveyance dated **23.07.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. – I, Volume No. – 1523-2024, Pages from 446640 to 446661, Being No. 152311653 for the year 2024.,**

OWNERSHIP OF LAND OF TRANSFERRED FROM MAFIJUR RAHAMAN TO NITU DEVELOPERS PRIVATE LIMITED

AND WHEREAS said **MAFIJUR RAHAMAN** sold, transferred and conveyed the aforesaid plots of Shali land total measuring an area 24.2363 Satak more or less), comprised in R.S. & L.R. Dag Nos. 4093 & 4116, under L.R. Khatian No. 2734, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R..S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Regis- tration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same in favour of **NITU DEVELOPERS PVT. LTD.** by executing a registered deed of conveyance dated **23.07.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. – I, Volume No. – 1523-2024, Pages from 435845 TO 435866, Being No. 152311683 for the year 2024.,**

Saleable Land Area	Share of Land	Total Land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
09.40 dec.	0.1000	47 Decimal	4093	3071	Shali
14.8363 dec.	0.1667	89 Decimal	4116	3071	Shali
Total 24.2363 Decimals be the same a little more or less,					

OWNERSHIP OF LAND OF TRANSFERRED FROM KETAKI PROSAD ROY TO NITU DEVELOPERS PRIVATE LIMITED

AND WHEREAS the said Ketaki Prosad Roy sold the aforesaid plot of Sali land measuring an area of 14.83 sataks more or less, comprised in R.S. and L.R. Dag Nos. 4116, under L.R. Khatian No. 4285 (in the name of Ketaki Prasad Roy), lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of Chandpur Gram Panchayet, within the Jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas in favour of the **NITU DEVELOPERS PVT. LTD.** by executing a registered deed of conveyance dated **02.08.2023** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. – I, Volume No. – 1523-2023, Paged from 381988 to 382009, Being No. 152311487 for the year 2023.**

OWNERSHIP OF LAND OF SURUCHI VANIJYA PRIVATE LIMITED

WHEREAS One Suruchi Vanijya Private Limited, was the absolute recorded owner and possessor of Shali land measuring an area of 18.55 Satak more or less, comprised in R.S. & L.R. Dag No. 4096 & 4116, under L.R. Khatian No. 13034, the said land clearly as under following:

Recorded Land Area	Share of Land	Out of Land	R.S. & L.R. Dag	L.R. Khatian	Nature of Land
03.71 Satak	0.0714	52 Satak	4096	13034	Shali
14.84 Satak	0.1667	89 Satak	4116	13034	Shali
Total 18.55 Satak					

lying and situated at Mouza- BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, by virtue of purchase by two registered Deed of Conveyance in which (1) purchase from Nazma Rahaman Begam, Rubina Rahaman, Tuhina Rahaman, Tahamina Rahaman, dated 23/02/2023, registered at A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No.1523- 2023, Pages from 96676 to 96697, Being No. 02639 in the

year 2023 and (2) purchase from Nitu Developers Private Limited, dated 20/02/2023, registered at A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No.1523-2023, Pages from 90234 to 90266, Being No. 02407 in the year 2023 and after purchase the said Suruchi Vanijya Private Limited recorded its name at B.L. & L.R.O. under L.R. Khatian No. 13034 and enjoying the me absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid plot of land, measuring an area 18.55 Satak more or less, comprised in R.S. & L.R. Dag No. 4096 & 4116, under L.R. Khatian No. 13034, the said Suruchi Vanijya Private Limited conversion the land from **Shali to Bahutal Abasan**, vide conversion Case No. CN/2023/1507/2569, dated 21/07/2023, Memo No. CON/145/23/3554/SDL/BST/2023, dated 19/09/2023.

OWNERSHIP OF LAND OF TRANSFERRED FROM SURUCHI VANIJYA PRIVATE LIMITED AND WITHAL SERVICES PRIVATE LIMITED TO NITU DEVELOPERS PRIVATE LIMITED

AND WHEREAS Since then the said **Suruchi Vanijya Private Limited and Withal Services Private Limited** are well seized and possessed of the aforesaid plots of land total measuring an area 22.40 Satak more or less, comprised in R.S. & L.R. Dag No. 4096, 4116 & 4092, under L.R. Khatian No. 13034 & 10968, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, by virtue of above purchase and there- after own Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owners and possessors thereof and have the full right to dispose or transfer the same to anybody in any way.

AND WHEREAS while the said **Suruchi Vanijya Private Limited and Withal Services Private Limited** while seized and possessed the aforesaid land and property, they jointly sold, transferred the land total measuring an area 22.40 Satak more or less, comprised in R.S. & L.R. Dag No. 4096, 4116 & 4092, under L.R. Khatian No. 13034 & 10968, lying and situated at Mouza - BISHNUPUR, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional Dis- trict Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas in favour of the Nitu Developers Pvt. Ltd. by executing a registered deed of conveyance dated **19.04.2024** which is duly registered in the office of the **ADSR Rajarhat, Newtown, and recorded in the Book No. – I, Volume No. – 1523-2024, Paged from 250259 to 250281, Being No. 152306362 for the year 2024.**

The details of land mentioned as follows:

Recorded Land Area	Share of Land	Out of Land	R.S. & L.R. Dag	L.R. Khatian	Nature of Land
03.71 Satak	0.0714	52 Satak	4096	13034	Bahutal Abasan
14.84 Satak	0.1667	89 Satak	4116	13034	Bahutal Abasan
03.85 Satak	0.1428	27 Satak	4092	10968	Bahutal Abasan
Total 22.40 Satak					

OWNERSHIP OF BAGHBAAN PROJECT PVT.LTD.

WHEREAS one Baghbaan Projects Private Limited a Company incorporated under the Companies Act. 1956, having its Head Office at 23A Netaji Subhas Road, 4th Floor, P.O- GPO, P.S.-Hare Street, Kolkata 700001, represented by its Director Girdharilal Singhal, (having PAN: AIQPS7772P, Aadhar No. 2178 7181 1815), son of Late Fateh Chand Singhal, residing at GC-37 Salt Lake City, Sector-III, P.O. -GC Market, P.S - South Bidhannagar, Kolkata-700106, by faith- Hindu, by occupation- Business, by Nationality- Indian, is the absolute recorded owner and possessor of a plot of land measuring an area of 14.83 Satak comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No. 8785, lying and situated at Mouza- Bishnupur, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, by virtue of purchase from Lalbanu Bibi, Ansar Ali Molla, Selim Molla, Ajar Ali Molla, Anowara Khatun by a **registered Deed of Conveyance dated 26/03/2013, registered at**

A.D.S.R. Rajarhat, New Town, copied in Book No. I, CD Volume No. 6, Pages from 2796 to 2814, Being No. 03820 in the year 2013 and enjoyed the following land absolutely free from all encumbrances whatsoever.

L.R. & R.S. DAG NO.	L.R. KHATIAN NO.	TOTAL AREA (SATAK)	SHARE	RECORDED AREA (SATAK)	NATURE)
4116	8785	89.00	0.1667	14.83	SHALI

AND WHEREAS While seized and possessed of the aforesaid plot of land by virtue of purchase by Deed of Conveyance (I-03820/2013), the Baghban Projects Private Limited mutated its name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 8785 and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said **Baghban Projects Private Limited** is well seized and possessed of the aforesaid plot of land measuring an area of 14.83 Satak comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No. 8785, lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station, in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above purchase and thereafter own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their name as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as the they shall think fit and proper.

OWNERSHIP OF LAND TRANSFERRED FROM BAGHBAAN PROJECT PVT. LTD. TO NITU DEVELOPERS PVT.LTD.

AND WHEREAS said **Baghban Projects Private Limited** while seized and possessed the aforesaid land and property they sold, transferred and conveyed the aforesaid ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plot of land measuring an area of 14.83 Satak comprised in R.S. & L.R. Dag No. 4116, under L.R. Khatian No 8785, (in the name of Baghban Projects Private Limited), lying and situated at at Mouza--Bishnupur, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of Chandpur Gram Panchayat, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office, Rajarhat, New, Town, in the District of North 24-Parganas, in the State of West Bengal in favour of the **NITU DEVELOPERS PVT. LTD.** By executing a registered deed of conveyance dated **28.03.2024** which was duly registered in the office of the ADSR Rajarhat Newtown and recorded in the **Book No. - I, Volume No. - 1523-2024, Pages from 199485 to 199501, Being No. 152305150 for the year 2024** which is clearly stated hereunder.

L.R. & R.S. DAG NO.	L.R. KHATIAN NO.	TOTAL AREA (SATAK)	SHARE	RECORDED AREA (SATAK)	NATURE)
4116	8785	89.00	0.1667	14.83	SHALI

NITU DEVELOPERS PVT. LTD. RECORDED ITS NAME IN THE RECORD OF THE B.L.&L.R.O.

AND WHEREAS by virtue of the aforesaid five deed of conveyance, said Nitu Developers Pvt. Ltd. Became the owner of ALL THAT piece and parcel of land measuring about 47 decimals lying and situates at Mouza – Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173, Presently 10, R.S. & L.R. Dag No. 4093 within the Local limits of Chandpur Gram Panchayet, Additional District Sub-Registration office Rajarhat, under police station Rajarhat, in the District – North 24 Parganas and recorded its name in the record of the B.L.&L.R.O. as L.R. Khatian No. 12777 and thereafter the said land converted from shali into Bahutal Abasan land in the record of the B.L.&L.R.O. by virtue of a case no. 453 of the year 2024.

DECISION OF DEVELOPMENT

AND WHEREAS the owner herein while seized and possessed and enjoyed the said property more fully described in the **Schedule ‘A’ Part - 1** hereunder written and is otherwise well and sufficiently entitled to the said property and uninterruptedly enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners

together with rights to sell, convey and transfer the same to any intending person or persons as the present **Owner** shall think fit and proper.

AND WHEREAS during the possession of the said **Owner** herein intend to develop **ALL THAT** piece and parcel of undivided land more fully described in the **Schedule 'A' Part - 1** hereunder written by raising construction a new **Bungalow** and thus enquired and discussed with various Contractors, Developers regarding construction of a new **Bungalow** and gained knowledge thereto.

AND WHEREAS the **Owners** herein with a view to develop the said land by way of construction consists of numbers of Bungalow, shops, garages, in the **G+1 storied Bungalow**, formulated scheme and necessary plans and specification for the purpose of construction of the said BUNGALOW building which has been sanctioned and approved by the competent authority.

AND WHEREAS the **Owners** herein started construction of the said proposed building upon the said land as per **Plan** sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity on 05.06.2025** to construct 5 (Five) nos. of one storied bungalows being no. **43A, 58, 60, 62, 62** on the land of Dag No. **4093 & 4116** total measuring about **25 (Twenty Five)** decimals equivalent to 41K-4C-00 sq.ft. **AND the Owner is** fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the **Owner** regarding the said Land, have been completed.

AND WHEREAS as per said sanctioned building plan, the **Owner** started the construction work of the said 5 (Five) nos. of Bungalows which is now going in progress.

AND WHEREAS the **Owner** declare and confirm that the said Bungalow.

AND WHEREAS the **Owners** are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

AND WHEREAS the **Owners** started the construction of the said bungalow being no. **43A, 58, 60, 62, 62** on the land of Dag No. **4093 & 4116** total measuring about **25 (Twenty Five)** decimals equivalent to 41K-4C-00 sq.ft. **AND the Owner is** fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the **Owner** regarding the said Land, have been completed.

AND WHEREAS the **OWNERS** herein have invited offers to **ALL THAT** a piece and parcel of **Bastu** land measuring _____ **cottahs** _____ **chittacks equivalent to** _____ **decimals** be the same a little more or less along with one residential **G+1 Storied Bungalow being no.** _____ and the said **Bungalow** will have 1 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 1 Toilet and 1 Balcony and 1 Open Car Parking Space on the **Ground floor** measuring _____ **sq. ft.** Covered area and the said **Bungalow** also will have 2 Bed Rooms, 1 Drawing cum Dining Space, 2 Toilets, 1 Balcony on the **First floor** measuring _____ **sq. ft.** Covered area and 1 open Terrace measuring about _____ **sq.ft.** covered area and one stair Head Room measuring about _____ **sq.ft. covered area** with **Vitrified Tiles flooring** and of the of the **Bungalow no.** _____ of the **Township Project** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal and along with the undivided proportionate share of land more fully described in the **Schedule "B"**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'C' & 'D'** respectively, at the Total Price for the Bungalow is **Rs.** _____/- (**Rupees** _____) **only** inclusive of GST and all charges which is morefully and particularly mentioned in the **schedule 'F' hereunder written.**

AND WHEREAS the **Purchasers** have taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and **are** fully satisfied with the plan and marketable title of the Owner's land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied and considering the price and / or consideration of the aforesaid residential **Bungalow** being the fair market price and the **Purchasers** approached the **Owner** for purchase of the mentioned residential **Bungalow** at or for the Total Price for the Bungalow is **Rs.** _____/- (**Rupees** _____) **only** inclusive of GST and all charges which is morefully and particularly mentioned in the **schedule 'F' hereunder written.**

AND WHEREAS the **Owner** doth hereby undertakes, confirms and assures unto the **Purchasers** that the said **Bungalow** agreed to be purchased more fully described in the **Schedule 'B'**, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Owner** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Bungalow** more fully described in **Schedule 'B'** written hereunder in favour of the **Purchasers**.

AND WHEREAS at the request of the **Purchasers**, the **Owner** herein agreed to sell, transfer and convey **ALL THAT** a piece and parcel of **Bastu** land measuring _____ **cottahs** _____ **chittacks equivalent to** _____ **decimals** be the same a little more or less along with one residential **G+1 Storied Bungalow being no.** _____ and the said **Bungalow** will have 1 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 1 Toilet and 1 Balcony and 1 Open Car Parking Space on the **Ground floor** measuring _____ **sq. ft.** Covered area and the said **Bungalow** also will have 2 Bed Rooms, 1 Drawing cum Dining Space, 2 Toilets, 1 Balcony and 1 open Terrace on the **First floor** measuring _____ Covered area and one stair Head Room measuring about _____ **sq.ft. covered area with Vitrified Tiles flooring** and of the of the **Bungalow no. A-5** of the **Township Project** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal, more fully described in the **Schedule "B"**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'D'** respectively, at the Total Price for the Apartment is **Rs.** _____/- (**Rupees** _____) **only** inclusive of Miscellaneous and Amenities charges and GST which is morefully and particularly mentioned in the **Schedule 'F'** below and they entered into a sale agreement.

NOW THIS DEED OF CONVEYANCE WITNESSETH and it is mutually agreed as follows:-

THAT in consideration of **Rs.** _____/- (**Rupees** _____) **only** inclusive of Miscellaneous and Amenities charges and GST which is morefully and particularly mentioned in the **Schedule 'F'** below which is already paid by the **Purchasers** to the **Owner** herein as per memo of consideration hereunder written and the **Owner** doth hereby indefeasibly sell grant, convey, transfer, assure and assign free from all encumbrances, attachments, liens, charges etc. unto and in favour of the **Purchasers** **ALL THAT** a piece and parcel of **Bastu** land measuring _____ **cottahs** _____ **chittacks equivalent to** _____ **decimals** be the same a little more or less along with one residential **G+1 Storied Bungalow being no.** _____ and the said **Bungalow** will have 1 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 1 Toilet and 1 Balcony and 1 Open Car Parking Space on the **Ground floor** measuring _____ **sq. ft.** Covered area and the said **Bungalow** also will have 2 Bed Rooms, 1 Drawing cum Dining Space, 2 Toilets, 1 Balcony and 1 open Terrace on the **First floor**

measuring _____ Covered area and one stair Head Room measuring about _____ **sq.ft. covered area** with **Vitrified Tiles flooring** and of the of the **Bungalow no. _____** of the **Township Project** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal and along with the undivided proportionate share of land more fully described in the **Schedule "B"**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'D'** respectively, and referred to as the said property in favour of the **Purchasers** absolutely and forever AND the **Owner doth** hereby covenants with the **Purchasers** and **their** heirs, executors and representatives that notwithstanding any acts, deeds, matters or things by the **Owner** made done executed or knowingly suffered to the contrary, the **Owner** had good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property to the **Purchasers** without any encumbrances AND further that the **Owner / Vendor** is now lawfully and rightfully seized, possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or otherwise expressed or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance in possession or an estate equivalent thereto without in any manner or condition use or trust or other things whatsoever AND THAT notwithstanding any such acts, deeds, matters and things whatsoever executed or knowingly suffered to the contrary, the **Owner / Vendor** has good, right, full power and absolute authority and unencumbered and unfettered liberty to transfer, convey, assure and assign the said property and every part thereof hereby sold, transferred, conveyed or otherwise or expressed or intended so to be unto and in favour of the **Purchasers** in the manner aforesaid AND THAT the **Purchasers** and **their** heirs, executors, administrators, representatives and assigns shall or may at all times hereafter peacefully and equitably possess and enjoy the said property free from all encumbrances, charges and / or every part

thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the **Owner/Vendor** or **his** heirs, successors AND FURTHER THAT the **Owner/Vendor** and **his** executors, legal heirs, representatives, successors, assigns shall at all times hereinafter indemnify and keep indemnified the **Purchasers** and **their** heirs, executors, administrators and assigns against any kind of loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the **Owner / Vendor** or any breach of the covenants hereinbefore contained. The **Purchasers** have the right to usage the common passage and portions of the said project and also have the right to use the community hall, swimming pool and gymnasium after obtaining the membership of the project and the **Purchasers** will pay the maintenance charges to the association at the rate fixed by the association of the owners and the **Purchasers** will also pay the salaries of the staffs and the chowkidars of the project and the **Purchasers** will not raise the more floor

over the **G+1** storied building and they will use the said building only for the **residential purpose** and the **Purchasers** also agreed to maintain all the terms and conditions which was stated in the sale agreement and the **purchasers** will never change the exterior colour of the building. It is specifically mentioned here that the bungalow is situated or located in the larger / master project namely **Sunshine Green City** and the **vendor / Owner** will continuing the construction work of the other bungalows, flats, complex, roads, swimming pool in the larger / master project through his men and agents and or nominated person or nominated developers and the **Purchasers** will have no liberty to raise any objection regarding the said constructional work and extended constructional work of the said master project and if they will do so then it will be inadmissible in the eye of law.

**SCHEDULE “A” ABOVE REFERRED TO
(Description of the Land and Property)**

ALL THAT piece or parcel of BahutalAbasan land measuring an area of **25 Satak** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 4093 & 4116**, and under **L.R. Khatian Nos. 12777 (In the name of Nitu Developers Pvt. Ltd)**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, ParganaKolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata – 700135

**SCHEDULE “B” ABOVE REFERRED TO
(Description of the Bungalow)**

ALL THAT a piece and parcel of **Bastu** land measuring _____ **cottahs** _____ **chittacks equivalent to** _____ **decimals** be the same a little more or less along with one residential **G+1 Storied Bungalow being no.** _____ and the said **Bungalow** will have 1 Bed Room, 1 Drawing cum Dining Space, 1 open Kitchen, 1 Toilet and 1 Balcony and 1 Open Car Parking Space on the **Ground floor** measuring _____ **sq. ft.** Covered area and the said **Bungalow** also will have 2 Bed Rooms, 1 Drawing cum Dining Space, 2 Toilets, 1 Balcony on the **First floor** measuring _____. Covered area and 1 open Terrace measuring about _____ **sq.ft.** covered area and one stair Head Room measuring about _____ **sq.ft. covered area** with **Vitrified Tiles flooring** and of the of the **Bungalow no.** _____ of the **Township Project** namely **SUNSHINE GREEN CITY**, lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 4093 & 4116**, and under **L.R. Khatian Nos. 12777** J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	
ON THE SOUTH	
ON THE EAST	
ON THE WEST	

and together with common parts and portions of the said more fully and particularly described in the **Schedule ‘A’, ‘C’ & ‘D’** hereinabove written

SCHEDULE ‘C’ ABOVE REFERRED TO
(Payment Schedule)

A. Price of Bungalow	
B. GST @5%	
Total Value of Bungalow including all common facilities & GST	

SCHEDULE ‘D’ ABOVE REFERRED TO
(Common Service Area)

COMMON AREAS COMMON TO THE CO-OWNER

1. Open and / or paths and passages.
2. Drains sewers, Septic tank and pipes from the building to the panchayat duct.
3. Water distribution pipe (save those inside any unit).
4. Electrical installations for common passages paths and ways.
5. Electrical wiring fittings and other accessories for lighting the common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

COMMON EXPENSES

1. MAINTENANCE : The **Purchasers** shall pay a sum of **Rs. 1.50/- + GST** per sq.ft. should be calculated in consideration of **their** covered area of **Bungalow** as maintenance charges. The said maintenance should be only in respect of common area of the project **SUNSHINE GREEN CITY** together with security charges and the electricity provided with in the said project. The **Purchasers** shall pay to the **owner** or his men and agents or his nominated person or persons the maintenance charges within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Charges shall become payable from the Possession Date. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Purchasers** shall not be entitled to object therein.

2. STAFF : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

3. ASSOCIATION : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

4. RESERVES : All creating of fund for replacement renovation and / or other periodic expenses.

5. INSURANCE : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

6. OTHERS : All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

(Common Restrictions)

PART - IV

1. The **Purchasers** cannot build any further story over and above **G+1 Storied Bungalow**.
2. The exterior elevation, color and design of the newly constructed bungalow can never be changed by the **Purchasers**.
3. The **Purchasers** will never use **their Bungalow** for commercial purposes.
Additional Payments payable wholly by the Purchaser

Part-III

(a). GST, betterment and / or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **Bungalow** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Owner or his men and agents** from the **Purchasers** and deposited with the competent authority thereof.

(b). Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential **Bungalow** as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

(c). Charges levied by the **Owner or his men and agents** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **Bungalow** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation.

(d). SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the Vendors or the Committee entrusted with the management and upkeep of the said Building.

(e). The costs of maintaining and decorating the exterior of the building.

(f). The costs and expenses for running operations and maintaining water pump, electric motors etc.

(g). The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

(h). The costs of working and maintenance of other lights and services charges.

(i). The proportionate rates and outgoings in respect of the said residential **Bungalow** which is otherwise to be borne and paid by its owners.

(j). Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB in the name of the **Purchasers**.

(k). Formation of the Association for the Common Purpose.

(l). The **Owner** will buy an electric AC Bus through his nominated Developer for Project to Sector - V route after formation of the Project Owner's Association but the **Purchasers** will have to pay all the maintenance and related costs of the said Bus.

PURCHASERS' COVENANT

At or before the execution of this presence the **Purchasers doth** hereby jointly and severally confirm that **they are** signing this presence with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project inter alia the following and the **Purchasers doth** hereby jointly and severally confirm that **they are** fully satisfied **themselves** with the following :-

a) That the right of the **Purchasers** shall remain restricted to the said **residential Bungalow** with proportionate share of the land.

b) That the said **residential Bungalow** shall always be used by the **Purchasers** only for the purpose of residential. It has been expressly understood and agreed that the **Purchasers** shall not use the said **residential Bungalow** as a Boarding House, Nursing Home, Dispensary or for any commercial or industrial activities, guest house or a public place or public entertainment place or doctors clinic, godown/storage place or for the purpose whatsoever other than for residence.

c) The **Purchasers** shall keep a sum of **Rs. 12,000/- (Twelve Thousand only)+ GST** (if applicable) with the **Owner or his men and agents** as **Security money** for observing and performing the covenants as to the outgoing and maintenance.

d) The **Purchasers** shall pay maintenance charges per month **@ Rs. 1.50/- + GST** (if applicable) per sq.ft in respect of super built up area of **their Bungalow**. The Maintenance Charge shall become payable from the Possession Date.

e) After handover the project by the **Owner or his men and agents** to the Maintenance Agency / Association, the said Agency / Association shall be entitled to revise or increase the Maintenance Charges from time to time and the **Purchasers** shall not be entitled to object therein.

f) The **Purchasers** shall pay regularly and punctually paying the monthly subscription of the Club and user charge for use of facilities at the Said Club, as determined by the **Owner or his men and agents /Maintenance Authority/Owner's Association**.

g) That the **Purchasers** and other owners / occupiers of the said Township project and with the consent of the **Owner or his men and agents** shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye laws of such Society, Association.

h) Co - operate - with the **Owner or his men and agents** in the management and maintenance of the premises and formation of the association.

i) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the said Township project and in particular the common areas and installations.

j) The **Purchasers** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.

k) In the event of any capital expenditure for repairs, maintenance etc. for common purposes the **Purchasers** shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association.

l) The **Purchasers** shall be liable to make payment of the Service tax, Gst, Panchayet taxes and outgoings in respect of **their residential Bungalow** in full.

m) The **Purchasers** shall have the absolute right to mutate **their** names before local Gram Panchayat and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **residential Bungalow** of the said project shall not be separately assessed for taxes, the **Purchaser** shall pay to the **Owner/Developer** a proportionate share of the Panchayet Taxes, water tax of any in respect of **their residential Bungalow** of the project.

n) The **Owner or his men and agents/ Association** shall appoint Caretaker/s to look after the said Township project and its common amenities till the building is handed over to the Association Society or Company or Bungalow owners of the said Apartment. An amount is to be paid by Bungalow owners per month to the **Owner or his men and agents** until the Association, Society is formed, in order to look after the building and its common amenities.

o) To permit the **Owner or his men and agents** and **its** authorized agent with or without workmen at all reasonable time to enter into space of the **Purchasers** to check / view and examine the state and condition on the said space and **their** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.

p) Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the common passage and common area of the said Township project.

q) Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.

r) To keep the external portion of the said **residential Bungalow** and every part thereof in good condition so as the support other supporting parts of the building.

s) Not to make any addition or alteration in structural work of the outer portion of the **G+1 storied Bungalow** except with the prior written approval and sanction of the **Owner or his men and agents** or Architect of the said Township project.

t) Not to change the Colour of the front as well as outer portion as well as veranda portion of the **Bungalow** except with the prior written approval of the **Owner or his men and agents / Association**.

u) Not to install any covering grill in the Balcony or in the outside window of the **Bungalow** except with the prior written approval of the **Owner or his men and agents** and as per design and specifications approved by the **Owner or his men and agents**.

v) Not to decorate the exterior of the building outside than in the manner agreed by the **Owner or his men and agents** in writing or in the manner as near as may be in which it was previously decorated.

w) Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit.

x) Not to allow or permit to be allowed to store any goods articles or things in the common passage, common area or other areas of the said Township project.

y) Not to raise any objection in respect of amenities / facilities provided by the **Owner or his men and agents** in the said **Bungalow**.

z) Not to do any act, deed or thing whereby the **Owner or his men and agents** is prevented from selling, assigning or disposing off any other portion or portions of which the **Owner or his men and agents** are the only absolute owner, in the said Township project.

aa) The **Purchasers** hereby agree that the **Owner or his men and agents** shall have full and absolute right without any interference to develop the other Zones and /or Phases in the vicinity of Township Project shall be known as **SUNSHINE GREEN CITY'** on the adjacent land which may either be acquired by the **Owner or his men and agents** or suitable arrangements with regard thereto may be entered into by the **Owner or his men and agents**.

bb) To pay for electricity and other utilities consumed in or relating to the said **Bungalow**.

cc) After possession of the said **residential Bungalow** are taken over by the **Purchasers**, they shall not be entitled to raise any dispute against or claim any amount after 1 (One) year from the **Owner or his men and agents** on account of any defect in the said **Bungalow**.

dd) The **Purchasers** shall pay to the concerned Electricity department for installation of **their** individual electric meter.

ee) To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said **Bungalow** with materials and utilities.

ff) The **Purchasers** undertake and covenant with the **Owner or his men and agents** not to raise any requisition or objection regarding the building and also installation of Transformer because it is depending on the time schedule framed by concerned Governing Body (WBSEDCL).

jj) All Unit Purchasers at the Township Project shall be known as **SUNSHINE GREEN CITY** shall have common easement rights and all the Unit owners of and in all the Zones and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities (including the Club) comprised the entire project, for which the **Purchasers** shall not raise any objection of whatsoever nature.

PURCHASER'S INDEMNITY

a) The proportionate share of the **Purchasers** in various matter referred herein shall be such as be determined by the **Owner or his men and agents** and **Purchasers** shall be bound to accept the same notwithstanding the minor variations therein.

b) The **Purchasers** understand & acknowledge that, during the course of construction of Township Project shall be known as '**SUNSHINE GREEN CITY**' certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the **Owner or his men and agents**. Further, job conditions on the Project may require certain changes, deviations or omissions, or **Owner or his men and agents** may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any changes, additions, deviations or omissions recommended by the **Owner or his men and agents**, the Architect or governmental authorities at '**SUNSHINE GREEN CITY**' are hereby authorized by the **Purchasers**.

c) The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the built-up and super built-up areas of all Bungalows and Bungalow units and other such matters regarding construction shall be final and binding on the **Purchasers**.

d) Co - operate - with the **Owner or his men and agents** in the management and maintenance of the premises and formation of the association.

e) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

f) Not to let out or part with possession of the parking space if so independently AND to use the same only for the purpose for which the same is meant for and permitted in terms of this Agreement and for no other purpose whatsoever AND not to make any construction temporary or permanent and not to block the said parking space by keeping any other article.

g) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Building and other Buildings in the Complex.

h) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Block / Phase and other Buildings in the Township Project.

i) Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in said Unit or the common or the common portions of the said Block / Phase and the common parts and/or any other parts in the said property/ Township Project.

j) Save the right of acquire the said Unit and making habitable the same, the **Purchasers** shall not have any right, title, interest, claim or demand whatsoever and in respect of the road and the other parts of portions of the said Phase and the said property/ Township Project and spaces save and except the common portions.

IN WITNESS WHEREOF the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
By the **parties** at KOLKATA

Signature of the **OWNER /VENDOR**

Signature of the **PURCHASERS**

Read over, Explained, Drafted
& Prepared By me as per documents and information supplied to me :-

Mr. Arnab Kumar Das, Advocate.
District & Session Judges Court, Barasat, North 24 Parganas
Phone No. : 8013745448
Enrolment no. F/2499/2382/2018

Witnesses

1.

2.

Memo of consideration

THE VENDOR/ OWNER, hereby received of and from the within named **Purchasers**, namely
_____, within mentioned sum of **Rs.** _____
Total : Rs. _____ **only.**

SIGNED, SEALED & DELIVERED

at KOLKATA In the presence of :-

1.

2.

Signature of the **OWNER/VENDOR**