

# DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is executed on this the ..... day of  
 ..... **TWO THOUSAND AND TWENTY FIVE (2025)**

-BETWEEN -

**(1) SMT. ANIMA CHANDRA, PAN NO. ASJPC9772C**, Wife of Late Haradhan Chandra, **(2) SUBRATA CHANDRA, PAN - AVFPC6097F**  
**(3) SUSANTA CHANDRA, PAN No.ARJPC4389A**, AND **(4) SRIKANTA CHANDRA, PAN AXYPE9820F**, SI. No. 2 to 4 sons of Late Haradhan Chandra, all by faith Hindu, residing at Premises No.94 , P.O - Beadon Street , Police Station – Burtola, Kolkata -700006 hereinafter called and referred to as the “ **LAND OWNER/FIRST PARTY**”,(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 **ONE PART**.

AND


**NEELKANTH NIRMAN PRIVATE LIMITED\_( Income Tax 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 ( Income Tax PAN - ACYPA6430G and Aadhaar Card No. -9163 5833 7726)**, son of Late Baijnath Agarwal; by Occupation - Business; by faith-Hindu, by Nationality – Indian, residing at Alcove Gloria, 403/1 Dakshindari Road, Bl- 2, Flat No.- 10H, Sreebhumi P.O.- Sreebhumi, P.S.-Lake Town, Kolkata - 700048, District- North 24 Parganas ( Mobile No.- 9339839551), 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)** .....,

**(2)** .....,

....., herein after called and referred to as the ‘**PURCHASERS/ALLOTTEES**’ (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,

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

nominee/s and assigns) of the **OTHER PART**.

**WHEREAS**

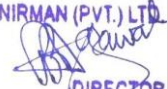
Originally Haradhan Chandra and his wife Smt. Anima Chandra ( being owner No.1) were the joint owners of the all that piece and parcel of premises No.94, Beadon Street, measuring an estimation an area of 5 Cottahs be the same a little more or less within the limits of Kolkata Municipal Corporation being Ward No. 18 and more fully and particularly described in the Schedule hereunder written.

**AND WHEREAS** the said Haradhan Chandra died intestate on 2/11/1995 leaving behind Smt. Anima Chandra being owner No. 1 and three sons namely, Subrata Chandra, Susanta Chandra and Srikanta Chandra being owner nos. 2 to 4 herein.

**AND WHEREAS** after the death of Haradhan Chandra, his widow Smt. Anima Chandra became the owner of the undivided 62.5%, and each of the said Subrata Chandra, Susanta Chandra and Srikanta Chandra are the owners of 12.5% share each, and thus the owners here are seized and possessed of the property more fully and particularly described in the Schedule hereunder written. the Owners are in peaceful khas possession of the said property without any interruption by paying all rent and taxes before the competent authorities and has been enjoying the absolute right, title and interest of the said property till date by mutating their names as the owner in the records of KMC and the property is free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues, acquisitions and requisitions whatsoever from any corner and has fair and good marketable title and has every right to transfer the same to anybody against valuable consideration .

**AND WHEREAS** the Owners herein is holding the aforesaid property more fully described in the Schedule hereunder written and /or given which is free from all encumbrances and at present we are unable to look after the said property.

**AND WHEREAS** the Owners desirous to develop the said plots of land into a Residential Cum Commercial Building Complex with various modern facilities jointly with the Developer, the Owners/ Principal/Executant have entered into a Development Agreement which is/was executed and registered on 08.11.2013, with **“NEELKANTH NIRMAN PRIVATE LIMITED “** ( Income Tax PAN - AACCN0826A) , a company incorporated under the provisions of the companies Act 1956, having its registered office at 17/H/8, Balai Singhi Lane , 1st Floor, P.O.+ P.S.-Amherst Street, Kolkata -

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

700 009, District- Kolkata, duly represented by one of its Director namely **Sri Brijesh Kumar Agrawal ( Income Tax PAN - ACYPA6430G and Aadhaar Card No. -9163 5833 7726)**, son of Late Baijnath Agarwal; by Occupation - Business; by faith-Hindu, by Nationality – Indian, residing at Alcove Gloria, 403/1 Dakshindari Road, Bl- 2, Flat No.- 10H, Sreebhumi P.O.- Sreebhumi, P.S.-Lake Town, Kolkata - 700048, District- North 24 Parganas, who is the “DEVELOPER” therein and herein , under some terms and conditions laid down in the aforesaid Development Agreement . **The said Development Agreement was executed and registered on 08.11.2013 in the office of “A.R.A.-II, Kolkata” and it was recorded in Book No- I, being Deed No. 15007 for the Year 2013 .** The Owners also executed a Development Power of Attorney on ..... which is recorded in Book No ...., Volume No. ...., Pages .... To ....., being Deed no. .... of 2023.

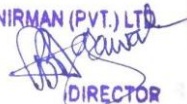
**A.** The Said Land is earmarked for the purpose of building a residential/commercial Project comprising multistoried apartment buildings and the said project shall be known as “**CHITRAKUT ANIMA**” with the object of using for apartments.

**B.** The Promoter is fully competent and upon maintaining all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project has been constructed & have to be completed.

**C.** The Building Department of Kolkata Municipal Corporation has granted the Commencement Certificate to develop the project vide approval dated ..... bearing registration no/Plan no. ....

**D.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from KMC. The Promoter agrees and undertakes that it shall not make any change in any portion to the approved plans in strict compliance with section 14 of the said Act and other laws as applicable.

That the **First Party** has obtained the land by inheritance, **ALL THAT** piece and parcel of land admeasuring an area of **5 Cottahs** be the same a little more or less situate and lying at and being Premises No. **94, Beadon Street, P.O Beadon Street, P.S - Burtola Kolkata-700 006** within the Municipal Limits of Kolkata Municipal Corporation Ward No. 18, Assessee no. 110180300314 Police Station-Burtolla, belong to the Land Owners and since the date of purchase by their predecessor the **First Party** is in peaceful khas possession of the said property without any interruption by paying all rent and taxes before

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

the competent authorities and has been enjoying the absolute right, title and interest of the said property till date **by mutating** their names as the owner in the records of KMC, in respect of land measuring about **5 Cotthas** more or less and the said property is free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts and dues, acquisitions and requisitions whatsoever from any corner and has fair and good marketable title and has every right to transfer the same to anybody against valuable consideration.

**ii)** By dint of purchase & inheritance, since being the lawful owner of the property mentioned herein above and hereunder written, the aforesaid **First Party/Owner** is well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area of **5 Cotthas** and the same may be a little more or less, with good marketable title and it has every right to transfer the same to anybody against valuable consideration prevailing in the market and the Owner has absolute right to enter into Agreement with the Developer.

**iii)** The Owner herein has been holding the property, more fully described in the **SCHEDULE** hereunder written and /or given which is free from all encumbrances.


**iv)** No person other than the owners herein have any title of any nature whatsoever in the premises or any part thereof.

**v)** The right, title and interest of the Owners herein in the premises is free from all sorts encumbrances, charges, liens, lispenses, damages, claims, hindrances, attachments, debts, dues, acquisition and requisitions whatsoever and the Owner herein has good marketable title in the said property mentioned in the **FIRST SCHEDULE**. The Owners have given right to construct and Sale the Developer's portion through Registered Power of Attorney.

**AND WHEREAS** originally the land measuring an area of **5 Cottahs** be the same a little more or less situate and lying at and being **Premises No. 94, Beadon Street, P.O Beadon Street, P.S - Burtola Kolkata-700 006** within the Municipal Limits of Kolkata Municipal Corporation Ward No. 18, Assessee no. 110180300314 Police Station- Burtolla, belong to the Land Owners, as mentioned herein above.

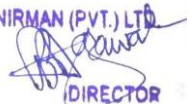
The Said Land is earmarked for the purpose of building a residential/commercial Project comprising multistoried apartment buildings and the said project shall be known as "**CHITRAKUT ANIMA**" with the object of using for apartments.

**A)** The Owners have duly appointed the present Developer as their

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

Developer for all purposes relating to development & construction and sale of the constructed spaces by a Power of Attorney dated ..... registered before the ..... registered in Book No I, CD volume No ....., Pages ..... being No ..... for the year 202..... The land owners herein executed a Registered Development Agreement prior to the above Power of Attorney on ..... which was recorded in Book no. I, Volume no. ...., Pages ....., being Deed no. ....for the year 202.....

- B)** The land described in the First Schedule hereunder written is outside the purview of the Urban Land (Ceiling & Regulation Act) 1976.
- C)** The Owners/ Developer herein have mutated their names in the records and register of the KMC and has been paying the applicable rates and taxes without any default.
- D)** The Owner/ Developer herein have obtained a sanctioned building plan from the ..... KMC being building plan No ..... dated ..... for construction of a new building at or upon the Schedule Premises.
- E)** The Owners/ Developer herein named the Complex **“CHITRAKUT ANIMA”** and the Complex has now popularly come to be known by the said name. The expression **“CHITRAKUT ANIMA”** wherever used herein shall mean the complex comprising, inter alia, the Said Land and all the buildings and/or structures as have been constructed by Owners/ Developer herein thereon.
- F)** During the course of construction the Owners/ Developer invited offers to purchase of self-contained residential ownership flats and the Purchaser herein offered to purchase **ALL THAT** piece and parcel of the **FLAT AND no. ....** on the **.... Floor** of the

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

building containing by estimation an area of ..... **Square Feet** more or less **SUPER BUILT UP AREA** and equivalent to ..... sqft **CARPET AREA** comprising of ..... bed rooms, One dining-cum-Living room, One Kitchen, ..... toilets and a balcony **TOGETHER WITH One allotted common Car Parking Space having ..... sqft** (more or less) at the Project known as **"CHITRAKUT ANIMA"** constructed on the premises stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and for the consideration of **Rs...../- (Rupees .....)** only and the parties entered into an Agreement on ..... amongst themselves.

- G)** The said Flat is now since completed and/or to be completed and the Purchaser has duly satisfied itself as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

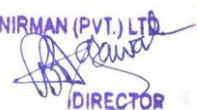
**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: \_**

In consideration of the sum **Rs...../- (Rupees .....)** only paid by the Purchaser/s herein to the Owners/ Developer ( receipt whereof the Owners/ Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s, the Owners/ Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said **ALL THAT** piece and parcel of the **FLAT AND no. ....**

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR



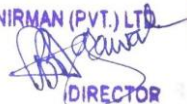
on the ..... **Floor** of the building containing by estimation an super built up area of ..... **Square Feet** ..... more or less equivalent to Carpet area ..... sqft more or less comprising of ..... bed rooms, One dining-cum-Living room, One Kitchen, ..... toilets and a Balcony in Airport Towers **TOGETHER WITH One allotted Car Parking Space having area 135 Sq. ft.** (more or less) at the Project known as **"CHITRAKUT ANIMA"** constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/ Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter. In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners/ Developer assure that The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

in land) and in common space areas and facilities in the building as described herein below for the use occupation and enjoyment of the said flat as detailed in **SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **SCHEDULE** hereunder written.

**THE OWNERS/ DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-**

1. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners/ Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
2. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/ Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/ Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
3. The Purchaser/s shall also be entitled to sell, mortgage,

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

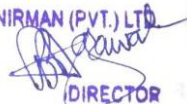


lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners/ Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.

**4.** The Purchaser'/s' has/have right of undivided proportionate interest is impartible in perpetuity.

**5.** The Owners/ Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owner/ Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

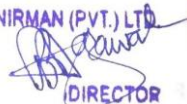
**6.** The Owners/ Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from. under or in trust for the Owners/ Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

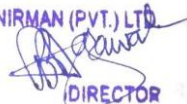
**THE PURCHASER/S COVENANT/S WITH THE OWNER/ DEVELOPER AS FOLLOWS:-**

1. The Purchaser/s admits and accepts that the **OWNERS/DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize Common Portions and Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
  
2. The Purchaser/s has understood the concept, layout and scheme of construction and that all facilities and amenities and facilities shall be jointly enjoyed by the purchaser/s of units in the Complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the construction developed by the Owner/ Developer shall be permitted in perpetuity.
  
3. The Purchaser/s consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchaser/s agrees and covenants:
  - i) To Co-Operate With The Other Co-Purchaser/s and the **OWNERS/ DEVELOPER** /and /or the Association of Flat Owners in The Management

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

And Maintenance Of The Block/Complex.

- ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS/ DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNERS/ DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS/ DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS/ DEVELOPER** and upon the formation with the association or co-operative

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

**vi) TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

**vii) NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.

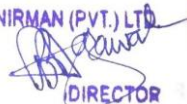
**viii) NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.

**ix) NOT TO** throws dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

**x) NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

**xi) 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 construction of the building or any part thereof.

**xii) NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

which have been specified in the said **FLAT AND/OR UNIT** for such installation.

- xiii) NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) 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 of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNERS/ DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS/ DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** install grills the design of which have not been suggested or approved by the Architect and not to install or fix outdoors of any Air Condition machine outside the specified zone.

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

**xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

**xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/OWNER/ DEVELOPER 'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER/ DEVELOPER** subject to approval by the concerned authority.

**xix) NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS/ DEVELOPER** and/or any concerned authority.

**xx) NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose 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 neighboring premises or for any illegal or immoral purpose.

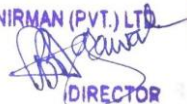
**xxi) NOT TO** raise any objection upon the Owners/ Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser/s has duly accorded its consent to the Owners/ Developer applying for

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

additional sanction vertically and /or laterally and raising additional construction and dealing with the same. The Purchaser/s gives his/her/their consent to any additional construction in the said Project or the amalgamation of additional adjacent land for further construction and if additional land is taken the Developer shall be permitted to use the common path/passage and other spaces for such additional construction and the facilities and amenities in this Project shall be commonly used by the other Purchaser/s in the additional construction.

**xxii) NOT TO** raise any objection as and when the Owners erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/**roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

**xxiii) NOT TO** raise any objection in the event the Owners/ Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Owners/ Developer and all unit purchasers shall be entitled to use and enjoy the internal

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR



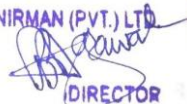
Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners.

**xxiv) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

**xxv) NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.

**xxvi) NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNERS/ DEVELOPER**.

**xxvii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

**xxviii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the building/s by the Owner/ Developer herein including any further constructions, additions or alterations that may be made from time to time.

**xxix) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

**xxx) NOT TO** claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owner/ Developer exercising its right to deal with the same

**xxxi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

**xxxii) To** pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

**xxxiii) The** right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) the shall be as follows:-

- (i) To park a Medium Sized Motor Car only.


NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

- (ii) Not to use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) To keep the car in the car parking space, but not to park any car outside of the car parking space.
- (iv) Not raise or put up any kutchha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) Not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.
- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(The Description of the Property)**

**ALL THAT** piece and parcel of land admeasuring an area of **5 Cottahs** be the same a little more or less situate and lying at and being Premises No. **94, Beadon Street**, P.O Beadon Street, P.S - Burtola Kolkata-700 006 within the Municipal Limits of Kolkata Municipal Corporation Ward No. 18, Assessee no. 110180300314 Police Station-

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

Burtolla, belong to the Land Owners hereinafter called and referred to as the **SAID LAND** .

which is butted and bounded as follows:

ON THE NORTH : By 95, Beadon Street.  
 ON THE EAST : By 93/4B, Beadon Street.  
 ON THE SOUTH : By Beadon Street.  
 ON THE WEST : By Small passage

**THE SECOND SCHEDULE ABOVE REFERRED TO**


**(THE DESCRIPTION OF SAID FLAT ON THE.....)**

**ALL THAT** one self-contained residential **Flat being no. ...** on the ..... **Floor with Tiles flooring in Airport in Block/Tower - ....** with lift facilities together with proportionate right title and interest in the impartial undivided share of land on which the said building is construction mention in **Schedule – A** hereinabove written together with all common rights amenities and facilities. The area of the said **Flat being Flat No. .** is measuring a super built up area of **approx. .... Sq. Ft.** more or less equivalent to ..... sqft Carpet area more or less which consists of ..... Bedrooms, One Kitchen, One balcony, ..... Toilet/s and One Dining Cum Drawing room at **CHITRAKUT ANIMA with CAR PARKING No. ....** measuring about ..... **sqf.t**

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON AREA AND FACILITIES)**

1. Stairs, staircase and landing and lifts.
2. Egress and ingress from and to the said flat and building as well as premises.
3. Pump room, electric meter room.

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

4. Caretaker's room, if any.
5. Reservoirs.
6. Common plumbing and other common relations.
7. Electric wiring, connection, installations and equipment's.
8. Motor pump room, lift and fittings including those are installed for particular unit.
9. Boundary wall, drainage, sewerage system of the premises and the building.

**IN WITNESS WHEREOF** the parties hereto have hereunto put their hands and seals the day, month and year first above written.

**Signed, Sealed and delivered by**

**In the presence of :**

**W I T N E S S E S :**

1.

.....

**Signature of the Land Owners**

**through the attorney holder**

2.

.....

**Signature of the Developer**

.....

**Signature of the Purchaser/s**

NEELKANTH NIRMAN (PVT.) LTD  
  
 DIRECTOR

**Drafted by :**

(Soumyajit Bhatta)  
Advocate  
High Court, Calcutta  
Enroll no. WB-774/2000

**(MODE OF PAYMENT FOR THE FLAT/ UNIT)**

.....

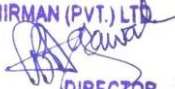
**WITNESSES:-**

1.

2.

\_\_\_\_\_

**SIGNATURE OF THE DEVELOPER**

NEELKANTH NIRMAN (PVT.) LTD  
  
DIRECTOR