

DEED OF CONVEYANCE

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

BETWEEN

Contd.....

NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P], a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of MojambariMolla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, hereinafter called and referred to as the "**LANDLORD / VENDOR**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** executors, administrators, representatives, assigns, nominee or nominees and also Successors - in - interest) 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 respective legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **SECOND 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 Apartment.
- 1.3 **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the **Purchaser/Purchaser** 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 **Block/Tower** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.5 **Association of Purchasers'** means a collective body of the **Purchaser** 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**.
- 1.6 **Built up Area** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- 1.7 **Whole Project** shall mean the entire Housing Complex envisaged at present to comprise altogether Phase 1, 2, 3 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.

- 1.8 Project/ Phase Plan shall mean the project plan for **SUN SHINE GREEN CITY Block F-1** in the Plan.
- 1.9 **Carpet Area** shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the **Purchaser/Purchaser** or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit meant for the exclusive use of the Purchaser/Purchaser, but includes the internal partition walls of the Unit.
- 1.10 **Proportionate Share** will be fixed on the basis of the area of the Unit purchased in proportion to the area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Purchaser/Purchaser in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.11 **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.
- 1.12 **Super Built up Area/ Chargeable Area/Salable area for Maintenance** will be the built up Area and including the right in common parts and common portions like entrance lobby and upper floor lobbies, stair- cases, landings, stair covers, Community Hall, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and common roof, maintenance offices or stores, security or fire control rooms and architectural features if provided etc. as agreed between the Owners/Promoters and Purchaser/Purchaser in this agreement of Sale for which proportionate cost has been collected from the **Purchaser/Purchaser**.
- 1.13 **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.
- 1.14 **THE ACT**: The ACT Means WBREERA ACT, 2016 and the project is already registered under WBREERA ACT being project registration number _____ dated _____
- 1.15 **THE SANCTION PLAN**: The sanction plan means the building **Plan** sanctioned and approved by the **District Engineer N-24 Parganas Zilla Parishad on 16.09.2025** and also sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity on 24.09.2025** by virtue of **Approval Order No. 1633/RPS dated 24.09.2025**

BACKGROUND OF THE OWNERSHIP:

WHEREAS the MEGACITY GREEN VALLEY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, Registered Office at 23A, Netaji Subhas Road, 4th Floor, RN-7A, Kolkata- 700001, represented by its Director GIRDHARI LAL

SINGHAL (PAN. AIQPS7772P, Aadhaar No. 2178 7181 1815), S/o Late Fateh Chand Singhal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at GC-37, Salt Lake City, Sector- III, P.O.- GC Market, P.S.- South Bidhannagar, District- North 24 Parganas, Kolkata-700106, purchased a Plot of Shali land measuring an area 01 Acre 39 decimal in R.S. & L.R. Dag No. 4018, previous L.R. Khatian No. 311, 3388, 3069, lying and situated at Mouza- Bishnupur, J.L. No. 44, under Chandpur Gram Panchayet, P.S.- Rajarhat, District- North 24 Parganas. by virtue of a Deed of Conveyance being No. 08981 for the year 2006, recorded in Book No. I, Pages from 1 to 31, registered at A.D.S.R.- Bidhannagar, North 24 Parganas, dated 29/05/2006 from 1) Abed Ali Middy, 2) Subid Ali Middy, 3) Safikul Islam @ Safik Middy all sons of Innat Ali Middy.

AND WHEREAS after purchasing the said property, the said MEGACITY GREEN VALLEY PRIVATE LIMITED duly recorded its name in B.L. & L.R.O. vide L.R. Khatian No. 11274 and have been paying Govt. Khazna regularly and also mutated its name in Chandpur Gram Panchayet and paying rates and taxes and possessing the said property which is free from all encumbrances.

AND WHEREAS said MEGACITY GREEN VALLEY PRIVATE LIMITED while seized and possessed the aforesaid land and property, they sold, transferred and conveyed ALL THAT piece and parcel of vacant Shali land measuring an area 20 decimal out of 01 Acre 39 decimal, in R.S. & L.R. Dag No. 4018, under L.R. Khatian No. 11274, lying and situated at Mouza- Bishnupur, J.L. No. 44, under Chandpur Gram Panchayet, A.D.S.R.- at present Rajarhat previous Bidhannagar, Salt Lake City, P.S.- Rajarhat, District- North 24 Parganas, Kolkata- 700135 in favour of the present landlord / vendor by executing a registered deed of conveyance dated 24.12.2024 which was duly registered in the office of the ADSR Rajarhat Newtown and recorded in the Book No. I, Volume No. 1503-2025, Pages From 21731 to 21749, Being No. 152319335 for the Year 2024.

AND WHEREAS said MEGACITY GREEN VALLEY PRIVATE LIMITED sold, transferred and conveyed another part of land measuring an area 20 decimal out of 01 Acre 39 decimal, in R.S. & L.R. Dag No. 4018, under L.R. Khatian No. 11274, lying and situated at Mouza- Bishnupur, J.L. No. 44, under Chandpur Gram Panchayet, A.D.S.R.- at present Rajarhat previous Bidhannagar, Salt Lake City, P.S.- Rajarhat, District- North 24 Parganas, Kolkata- 700135 in favour of the present landlord / vendor by executing a registered deed of conveyance dated 24.12.2024 which was duly registered in the office of the ADSR Rajarhat Newtown and recorded in the Book No. I, Volume No. 1503-2025, Pages From 21750 to 21766, Being No. 152319336 for the Year 2024.

AND WHEREAS by virtue of the aforesaid two deed of conveyance, the aforesaid landowner became the absolute owner of ALL THAT piece and parcel of vacant Shali land measuring an area 40 decimal out of 01 Acre 39 decimal, in R.S. & L.R. Dag No. 4018, under L.R. Khatian No. 11274, lying and situated at Mouza- Bishnupur, J.L. No. 44, under Chandpur Gram Panchayet, A.D.S.R.- at present Rajarhat previous Bidhannagar, Salt Lake City, P.S.- Rajarhat, District- North 24 Parganas, Kolkata-70013

AND WHEREAS the present landlord/ vendor while seized and possessed the aforesaid land and property, it mutated its name in the office of the B.L.&L.R.O. Rajarhat as L.R. Khatian No. 12777.

DECISION OF DEVELOPMENT

AND WHEREAS the owners herein decided to develop the total land by constructing several bungalows **AND** 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 obtained a sanctioned a multi storied (G+IV) building plan as part of the building project namely **SUNSHINE GREENCITY** **AND** the owner obtained a sanctioned building plan sanctioned and approved by the **District Engineer N-24 Parganas Zilla Parishad on 16.09.2025** and also sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity on 24.09.2025** by virtue of **Approval Order No. 1633/RPS dated 24.09.2025** on the land of Dag No. **4018** **AND** the **Owner** has been started the construction of the said building and also the owner is 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.

DESCRIPTION OF THE PROJECT

- A.** The said land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**SUNSHINE GREEN CITY**" with the object of using for Apartments.
- B.** The promoter / Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.
- C.** The RAJARHAT PANCHAYET SAMITY has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;
- D.** The Promoter has obtained the final layout plan approvals for the Project from RAJARHAT PANCHAYET SAMITY. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration no. _____
- F.** The **Developer** herein have invited offers to sell one residential **Flat being no. _____, on the _____ Floor, Block - E**, containing a salable area of _____ **Sq. ft.** equivalent to _____ **sq. ft.** Covered area equivalent to _____ **sq.ft.** **Carpet Area** be the same a little more or less consisting of _____ **Bed Rooms**, **1** Drawing cum Dining Space, **1** open Kitchen, **2** Toilets and **1** **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** 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**, more fully described

in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. _____/- (Rupees _____) only** per sq.ft. i.e. the total consideration price of the flat is **Rs. _____/- (Rupees _____) only** and the price of the car parking space is **Rs. _____/- (Rupees _____) only** i.e. the consideration price of the flat alongwith Car Parking Space is **Rs. _____/- (Rupees _____) only** exclusive GST and **including GST @ 5%** (Rs. _____/-) the total price of the Flat alongwith car parking space is **Rs. _____/- (Rupees _____) only** and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' & 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972

- G.** The Allottee /Purchaser had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule D and the floor plan of the apartment is annexed hereto and marked as Schedule D);
- H. 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 is 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 **FLAT ALONGWITH CAR PARKING SPACE** being the fair market price and the **Purchasers** approached the **Developer** for purchase of the mentioned residential **FLAT ALONGWITH CAR PARKING SPACE** at or for the consideration of **Rs. _____/- (Rupees _____) only** including the price of **FLAT ALONGWITH CAR PARKING SPACE** all are including GST.
- I. AND WHEREAS** the **Developer** doth hereby undertakes, confirms and assures unto the **Purchasers** that the said **FLAT ALONGWITH CAR PARKING SPACE** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'F' & 'G'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **FLAT ALONGWITH CAR PARKING SPACE** more fully described in **Schedule 'E'** written hereunder in favour of the **Purchasers**.
- J. AND WHEREAS** at the request of the **Purchasers**, the **Owners / Vendors** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said **residential Flat being no. _____, on the _____ Floor, Block - E**, containing a salable area of _____ **Sq. ft.** equivalent to _____ **sq. ft.** Covered area equivalent to _____ **sq.ft.** **Carpet Area** be the same a little more or less consisting of _____ **Bed Rooms, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with Vitrified Tiles flooring and Lift facility** of the **Multistoried Building Complex** 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, more fully described in the Schedule 'E' (PART I), hereinafter referred to as the said "residential Flat" at the rate of Rs. _____/- (Rupees _____) only per sq.ft. i.e. the total consideration price of the flat is Rs. _____/- (Rupees _____) only and the price of the car parking space is Rs. _____/- (Rupees _____) only i.e. the consideration price of the flat alongwith Car Parking Space is Rs. _____/- (Rupees _____) only exclusive GST and including GST @ 5% (Rs. _____/-) the total price of the Flat alongwith car parking space is Rs. _____/- (Rupees _____) only and along with the undivided proportionate share of land more fully described in the Schedule "A", 'B' & 'C', including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the Schedule 'E' & 'F' respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

AND WHEREAS the Purchaser has taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and is fully satisfied with the plan and marketable title of the Owner's land and the Purchaser 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 Flat being the fair market price and the Purchaser approached the Developer for purchase the above-mentioned one residential Flat being no. _____, on the _____ Floor, Block - F1, containing a salable area of _____ Sq. ft. equivalent to _____ sq. ft. Covered area equivalent to _____ sq.ft. Carpet Area be the same a little more or less consisting of _____ Bed Rooms, _____ Drawing cum Dining Space, _____ open Kitchen, _____ Toilets and _____ Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building Complex 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, more fully described in the Schedule 'E' (PART I), hereinafter referred to as the said "residential Flat" at the rate of Rs. _____/- (Rupees _____) only per sq.ft. i.e. the consideration price of the flat is Rs. _____/- (Rupees _____) only exclusive GST and including GST @1% (Rs. _____/-) the price of the Flat is Rs. _____/- (Rupees _____) only and including EDC with GST, the total cost is Rs. _____/- (Rupees _____) only which is morefully and particularly stated in the Schedule 'G' hereunder written and along with the undivided proportionate share of land more fully described in the Schedule 'A', 'B' 'C' & 'D', including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the Schedule 'F' & 'G' respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

AND WHEREAS the Developer doth hereby undertakes, confirms and assures unto the Purchasers that the said Flat agreed to be purchased together with the proportionate land more fully described in the Schedule 'F' & 'G' respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the Developer have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said Flat along with covered car parking space more fully described in Schedule 'E' written hereunder in favour of the Purchaser.

AND WHEREAS at the request of the Purchaser, the Owners / Vendors herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said residential Flat being no. _____, on the _____ Floor, Block - F1, containing a salable area of _____ Sq. ft. equivalent to _____ sq. ft. Covered area equivalent to _____ sq.ft. Carpet Area be the same a little more or less consisting of _____ Bed Rooms, _____ Drawing cum Dining Space, _____ open Kitchen, _____ Toilets and _____ Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building Complex

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**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. ____/- (Rupees ____)** only per sq.ft. i.e. the consideration price of the flat is **Rs. ____/- (Rupees ____)** only exclusive GST and **including GST @1%** (Rs. ____/-) the price of the **Flat** is **Rs. ____/- (Rupees ____)** only and including EDC with GST, the total cost is **Rs. ____/- (Rupees ____)** only which is morefully and particularly stated in the Schedule 'G' hereunder written and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' 'C' & 'D'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'F' & 'G'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

AND WHEREAS the **Developer** doth hereby undertakes, confirms and assures unto the **Purchaser** that the said **Flat** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'E' & 'F'** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Flat along with covered car parking space** more fully described in **Schedule 'D'** written hereunder in favour of the **Purchaser** and entered into a registered sale agreement dated.

AND WHEREAS at the request of the **Purchaser**, the **Owners / Vendors** herein agreed to sell, transfer and convey the undivided importable proportionate share in the land comprise in the said Premises and attributable to the said **residential Flat being no. ____**, on the **____ Floor, Block - F1**, containing a salable area of **____ Sq. ft.** equivalent to **____ sq. ft.** Covered area equivalent to **____ sq.ft. Carpet Area** be the same a little more or less consisting of **____ Bed Rooms**, **____ Drawing cum Dining Space**, **____ open Kitchen**, **____ Toilets** and **____ Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** 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**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential **Flat**" at the rate of **Rs. ____/- (Rupees ____)** only per sq.ft. i.e. the consideration price of the flat is **Rs. ____/- (Rupees ____)** only exclusive GST and **including GST @1%** (Rs. ____/-) the price of the **Flat** is **Rs. ____/- (Rupees ____)** only and including EDC with GST, the total cost is **Rs. ____/- (Rupees ____)** only.

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

THAT in consideration of **Rs. ____/- (Rupees ____)** only inclusive of miscellaneous and Gst which is morefully and particularly stated in the Schedule 'G' hereunder written which is already paid by the **Purchaser** to the **Developer** herein and the **Developer** doth hereby indefeasibly sell grant, convey, transfer, assure and assign free from all encumbrances, attachments, liens, charges etc. unto and in favour of the **Purchaser ALL THAT** a residential **Flat being no. ____**, on the **____ Floor, Block - F1**, containing a salable area of **____ Sq. ft.** equivalent to **____ sq. ft.** Covered area equivalent to **____ sq.ft. Carpet Area** be the same a little more or less consisting of **__ Bed Rooms**, **__ Drawing cum Dining Space**, **__ open Kitchen**, **____ Toilets** and **____ Balcony** with **Vitrified Tiles flooring** and **Lift facility** 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** more fully described in the **Schedule "D"** and along with the undivided proportionate share of land more fully described in the **Schedule "C"**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972, and referred to as the said property in favour of the **Purchasers** absolutely and forever **AND** the

Developer hereby covenants with the **Purchasers** and **their** heirs, executors and representatives that notwithstanding any acts, deeds, matters or things by the **Developer** made done executed or knowingly suffered to the contrary, the **Developer** 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 **Owners / Vendors** are 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 **Owners / Vendors / Developer** have now in **themselves**, 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 **Purchaser** 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 **Developer** or **its** heirs, successors AND FURTHER THAT the **Developer** and **its** 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 **Owners / Vendors / Developer** or any breach of the covenants hereinbefore contained. And the purchaser is also declare that the he will not raise any objection upon the further construction work of the developer in the said housing complex.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the Total Land and Property as per Deed No. I-19335/2024 and I-19336/2024)

ALL THAT piece and parcel of Bastu land measuring an area 40 decimal in R.S. & L.R. Dag No. 4018, under L.R. Khatian No. 12777, lying and situated at Mouza- Bishnupur, J.L. No. 44, under Chandpur Gram Panchayet, A.D.S.R.- at present Rajarhat, Newtown previous Bidhannagar, Salt Lake City, P.S.- Rajarhat, District- North 24 Parganas, Kolkata- 700135 Being butted and bounded by:

ON THE NORTH	By Land of Dag No. 3857
ON THE SOUTH	By Land of Dag No. 4095
ON THE EAST	By Land of Dag No. 3850, 4096, 4097 & 4098
ON THE WEST	By Part of Land of Dag No. 4018

SCHEDULE "B" ABOVE REFERRED TO

(Description of the Project Property of Block - F-1)

ALL THAT a piece or parcel of **Bastu** land measuring an area of **714.76 sq.mt. more or less equivalent to 7695 sq.ft. more or less equivalent to 10 K - 11 C - 0 sq.ft. more or less** out of total land measuring **40 Decimals** together with a multistoried building lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 4018 new 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	By 15 feet wide road thereafter Projects' property
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ON THE SOUTH	By 30 feet wide road
ON THE EAST	By 21 feet wide road thereafter Block -E
ON THE WEST	By 21 feet wide road thereafter Block - F2

THE SCHEDULE 'C' REFERRED TO

(Flat hereby conveyed)

PART - I (The Flat)

ALL THAT a residential Flat being no. _____, on the _____ Floor, Block - E, containing a Super Built Up area of _____ Sq. ft. equivalent to _____ sq. ft. Covered area equivalent to _____ sq.ft. Carpet Area be the same a little more or less consisting of _____ Bed Rooms, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building Complex 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, situated at Lauhati, Rajarhat, under Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, Kolkata - 700135 and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the Schedule 'A', 'B', 'D', 'E' hereinabove written.

AND

(Car Parking Space hereby conveyed)

PART - II

ALL THAT one covered Car Parking Space measuring 135 (One Hundred and Thirty Five) Sq. ft. more or less on the Ground Floor.

THE SCHEDULE 'F' ABOVE REFERRED TO

(Common Service Area)

COMMON AREAS COMMON TO THE CO-OWNER

PART - I

1. Open and / or paths and passages.
2. Space / room for water pump with motor.
3. Staircase lobby and landing.
4. Ultimate Roof / Terrace of the building.
5. Lift.
6. Gymnasium.
7. Swimming pool.
8. Community Hall.
9. Generator.
10. Bus service and EV Charging point.

COMMON INSTALLATION COMMON TO THE CO-OWNER

PART - II

1. Drains sewers, Septic tank, Overhead Water tank and pipes from the building to the panchayat duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

(Common Service Area)

Contd.....

PART – III

1. MAINTAINENCE : The **Purchaser** shall pay a some of **Rs. 2.50/- + GST** per sq.ft. should be calculated in consideration of his saleable area of **Flat** 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 **Purchaser** shall pay to the **Developer** the maintenance charges of the said building 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 **Purchaser** shall not be entitled to object therein.

The above charge shall include:-

- i. OPERATION :** All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.
- ii. 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.
- iii. ASSOCIATION :** Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.
- iv. RESERVES :** All creating of fund for replacement renovation and / or other periodic expenses.
- v. INSURANCE :** Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
- vi. 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 **Purchaser** cannot build any further storey over and above **G+4 Storied Flat**.
2. The exterior elevation, color and design of the newly constructed **Flat** can never be changed by the **Purchaser** without written permission of the **Developer / Society / Flat Owner's Association**.
3. The **Purchaser** will never use **their Flat** for **commercial purposes**.

THE SCHEDULE 'G' ABOVE REFERRED TO
PAYMENT SCHEDULE

Part-I

The consideration of the said residential **Flat** **alongwith Extra Development Charges and Advance maintenance deposit along with GST** is fixed and settled by the parties for a sum of **Rs. _____** **only** inclusive of Miscellaneous and GST which is to be paid by the **Purchaser** to the **Developer** on or before the execution of these presents.

Additional Payments payable wholly by the Purchasers

Part-II

- (a).** GST, contract tax, VAT, 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 **Flat** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Owners / Developer** 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 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 **Owners / Developer** 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 **Flat** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation as per the request and consent of the flat owners.

(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 expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchasers** in common with the vendor and other occupiers of the other flats and car parking spaces and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchasers** or used by **their** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchasers** in common as aforesaid.

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

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

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

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

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

(k). Maintenance of regular water supply to the flats.

(l). Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB / CESC in the names of the **Purchasers**.

All of the above expenses mentioned in the point no. (e) to (k) are included in the maintenance charges @ Rs. 2.50/- per sq.ft. salable area or as revised time to time as decided by the committee / association.

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

(n). The **Developer** will buy an electric AC Bus for Project to Sector – V route after formation of the Project Owner's Association but the **Purchaser** will have to pay all the maintenance and related costs of the said Bus.

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 **OWNERS / VENDORS**
JAMALUDDIN MOLLA

As constituted Power of Attorney Holder of M/S NEGUS SERVICES PRIVATE LIMITED & M/S WITHAL SERVICES PRIVATE LIMITED

Signature of the **DEVELOPER**

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

NITU DEVELOPERS PRIVATE LIMITED, a Private Limited Company, hereby received of and from the within named **Purchaser**, namely _____ within mentioned sum of **Rs.** _____ **only** inclusive of miscellaneous and Gst as full and final consideration as per Memo below :-

l. no.	Dated	Mode of Payment	Amount in Rupees		
			Base Price for Flat	GST (1%)	Total Amount Received (Rs.)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Contd.....

9.					
10.					
11.					
12.					
13.					
AMOUNT RECEIVED FOR EXTRA DEVELOPMENT CHARGES (GST 18%)					
1.					
2.					

Total : Rs. _____ only inclusive of EDC and Gst.

SIGNED, SEALED & DELIVERED
at KOLKATA In the presence of :-

- 1.
- 2.

Signature of the **DEVELOPER**