

DEED OF CONVEYANCE

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

AMONGST

NITU DEVELOPERS PVT. LTD.

Smriti Datta
DIRECTOR

1) SURUCHI VANIJYA PRIVATE LIMITED [PAN No. AAJCS9904K], a company incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 2nd Floor, P.O. G.P.O, P.S. Hare street, Kolkata - 700001 and represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P]** son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal, **2) 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 **“OWNERS”** (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.**

AND

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 Louhati, 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],** son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Louhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District- North 24 Parganas, West Bengal, hereinafter called and. referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors - in - interest) of the **SECOND PART.**

AND

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 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/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 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 being **Vide Approval order No. 551/RPS dated 20.03.2025.**

BACKGROUND OF THE OWNERSHIP

OWNERSHIP OF OWNER NO. 1, SURUCHI VANIJYA PVT. LTD.

REFERENCE DEED NO. I-7679/2023

WHEREAS One Paban Chandra Mondal alias Paban Mondal is the absolute recorded owner and possessor of plot of Shali land measuring an area of 14 Satak, comprised in C.S. Dag No. 3979, R.S. & L.R. Dag No. 4088, under C.S. Khatian No. 455, L.R, Khatian No. 1734, under the following manner :-

Recorded Land Area	Share of Land	Total Land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
14.00	1.0000	14 Decimal	4088	1734	Shali
Total 14.00 decimals in Dag No. 4088					

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 one Indemnity Bond from Smt. Kanak Bala

Dasi wife of Late Heralal Ghosh, Smt. Sudha Rani Dasi, wife of Dhiralal Ghosh, Sri Bijoy Krishna Ghosh and Sri Kartick Chandra Ghosh both sons of Late Dhiralal Ghosh, dated 16/07/1956 at S.R. Cossipur, Dum Dum, Copied in Book No. 1, Being No. 6216, absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid land by virtue of purchase by Indemnity Bond being no. 6116/1956 the said Paban Chandra Mondal alias Paban Mondal muted his name at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 1734 (in the name of Paban Mondal) and have been enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said Paban Chandra Mondal alias Paban Mondal is well seized and possessed of the aforesaid plot of Shali land measuring an area 14 Satak (as share 1.0000), comprised in R.S. & L.R. Dag No. 4088, under present L.R. Khatian No. 1734, 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 he shall think fit and proper.

AND WHEREAS said Paban Chandra Mondal while seized and possessed the said land and property, he executed a deed of conveyance dated 22nd May 2023 registered in the office of the ADSR Rajarhat North 24 Parganas and recorded in Book No. I, Volume No. 1523-2023, Pages from 258763 to 258783 being no. 152307679 for the year 2023 in favour of the Owner No. 1 and transferred his 14 sataks land in L.R. and R.S. Dag No. 4088 in favour of owner no. 2 under Mouza – Bishnupur, J.L. No. 44, R.S. No. 123, Touzi No. – 173 correspondent no. 10 within the local limits of Chandpur Gram Panchayet, P.S. – Rajarhat, District – North 24 Parganas, Kolkata – 700135 in the following table as under:

Purchase Land by The owner	Share of Land	Total Land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
14 Shatak	1.0000	14 Dec	4088	1734	Shali
Total 14 decimals in Dag No. 4088					

And thus the owner no. 1 became the owner of 14 sataks of land in plot no. 4088.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance, Said Suruchi Vanijya Pvt. Ltd. Became the owner of the aforesaid land and property and mutated its name in the record of the B.L.&L.R.O. as L.R. Khatian No. 13034 and converted the said land measuring about 14 decimals in Dag No. 4088 and land measuring about 5 decimals in Dag No. 4091 from Shali to Bohutal Abasan by virtue of Memo No. CONV/77/24/2762/SDL/BST/2024 DATED 09/09/2024 vide Case No. CN/2024/1507/2579 dated 05.06.2024

OWNERSHIP OF OWNER NO. 2, NITU DEVELOPERS PVT. LTD.

**OWNERSHIP OF LAND TRANSFERRED FROM
HAMIDA BIBI TO NITU DEVELOPERS PVT. LTD.**

REFERENCE DEED NO. I- 10937/2023

WHEREAS One Motiar Rahaman Molla son of Rahamatullya Molla, was the absolute recorded owner and possessor of plot of Shali land measuring an area of 26 Satak, comprised in R.S. & L.R. Dag No. 4091, under L.R. Khatian No. 2132, under the following manner :-

Recorded Land area	Share of Land	Total Land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
26 Satak	1.0000	26 Dec	4091	2132	Shali
Total 26 Satak					

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 said plot of land, the said Motiar Rahaman Molla died intestate leaving behind his two sons namely Badir Jamal Molla alias Badiar Jaman and Atiar Rahaman and one wife Tairan 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 have been enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the said plot of land by inheritance from her husband, the said Tairan Bibi died intestate leaving behind his two sons namely Badir Jamal Molla alias Badiar Jaman and Atiar Rahaman as her legal heirs and successors to her estate and they become the owners of the aforesaid plot of land in terms of the Muslim Law, and have been enjoying the same absolutely free from all en- cumbrances whatsoever.

AND WHEREAS While seized and possessed of the said plot of land measuring 13 Satak by inheritance from his father and mother, the said Badir Jamal Molla alias Badiar Jaman died intestate leaving behind his five sons namely Md. Mainul Molla, Kamrur Jaman Molla, Aminur Jaman Molla, Emdadul Molla, Salauddin Molla and five daughters namely Hamida Bibi alias Hamida Khatun & Hasina Bibi, Hazira Bibi, Halima Bibi, Hafiza Bibi and one wife namely Ajifa 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, where wife got 2 Ana share measuring 01.6250 Decimal and after deduction of mother share each son had entitled land measuring 01.5173 Decimal as 2/15th share out of said 11.3750 Decimal and each daughter had/have entitled land measuring an area of 0.7583 Satak more or less as 1/15th share out of said 11.3750 Decimal and enjoying the same absolutely free from all encumbrances whatsoever. and have been enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said Hamida Bibi alias Hamida Khatun was well seized and possessed of the aforesaid plot of Shali land measuring an area 00.7583 Satak, comprised in R.S. & L.R. Dag No. 4091, under present L.R. Khatian No. 2132, 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 inheritance 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 her name as absolute owner and possessors thereof and have the full right to dispose or transfer the same to any body in any way as she shall think fit and proper.

AND WHEREAS said Hamida Bibi while seized and possessed the said land and property, she sold, transferred and conveyed the said Shali land measuring an area 00.7583 Satak, comprised in R.S. & L.R. Dag No. 4091, under present L.R. Khatian No. 2132, 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 favour of the vendor no. 2 by executing a registered deed of conveyance dated 24.07.2023 which was duly registered in the office of the ADSR Rajarhat, Newtown and recorded in the Book No. I, Volume No. – 1523-2023, Pages from 363127 to 362148 Being No. – 152310937 for the Year 2023.

OWNERSHIP OF LAND TRANSFERRED FROM

HAFIZA BIBI & HACHINA BIBI TO NITU DEVELOPERS PVT. LTD.

REFERENCE DEED NO. I- 11067/2023

WHEREAS Hafiza Bibi and Hachina Bibi alias Hasina Bibi were well seized and possessed of the aforesaid plot of Shali land measuring an area 01.5166 Satak, comprised in R.S. & L.R. Dag No. 4091, under present L.R. Khatian No. 2132, 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 inheritance 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 her name as absolute owner and possessors thereof and have the full right to dispose or transfer the same to any body in any way as they shall think fit and proper.

AND WHEREAS said Hafiza Bibi and Hachina Bibi alias Hasina Bibi while seized and possessed the said land and property, they sold, transferred and conveyed the said Shali land measuring an area 01.5166 Satak, comprised in R.S. & L.R. Dag No. 4091, under present L.R. Khatian No. 2132, 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 favour of the vendor no. 2 by executing a registered deed of conveyance dated 24.07.2023 which was duly registered in

the office of the ADSR Rajarhat, Newtown and recorded in the Book No. I, Volume No. – 1523-2023, Pages from 363127 to 362148 Being No. – 152310937 for the Year 2023.

AND WHEREAS by virtue of the aforesaid deed of conveyances, the vendor no.2 became the owner of the land measuring about 02.2749 satak comprised in R.S. & L.R. Dag No. 4091, under present L.R. Khatian No. 2132, 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.

OWNERSHIP OF LAND TRANSFERRED FROM (1) SHRI BIDYANAND SHAW, (2) SHRI ASHOK KUMAR SHAW Alias ASHOK SHAW, (3) SHRI RAJ KUMAR SHAW, (4) SHRI SHIB KUMAR SHAW, (5) SMT. KUNTI SHAW, (6) SHRI VISHAL SHAW TO NITU DEVELOPERS PVT. LTD.

REFERENCE DEED NO. I-1756/2024

WHEREAS One Rishi Moni Naskar alias Hrishikesh Naskar, son of Late Amullya Naskar was the absolute recorded owner and possessor of plot of Shali land measuring an area 53 Satak, comprised in C.S. Dag No. 3978, R.S. Dag No. 4087, under C.S. Khatian No. 284, R.S. Khatian no. 583, 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 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 measuring an area 53 Satak, the said Rishi Moni Naskar alias Hrishikesh Naskar died intestate leaving behind his eight sons namely Sri Rabin Kumar Naskar, Sri Sudev Naskar, Sri Chandmohon Naskar, Sri Nemai Naskar, Sri Prafulla Naskar, Sri Ramesh Naskar, Sri Basudev Naskar, Sri Bhagyadar Naskar and one wife namely Pramila Naskar and two daughters namely Brihaspati Sardar, Sumati Sardar as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land equally in terms of the Hindu Succession Act. 1956.

AND WHEREAS due to inconvenience in joint possession and/or occupation the aforesaid partitioned their inherited property by mets and bounds by mutual consent between themselves and thus Sri Rabin Kumar Naskar, Sri Sudev Naskar, Sri Chandmohon Naskar, Sri Nemai Naskar, Sri Prafulla Naskar, Sri Ramesh Naskar, Sri Basudev Naskar, Brihaspati Sardar and Pramila Naskar became the absolute owners of 9/11th share of the aforesaid property i.e. measuring an area 43.38 Satak more or less, and they jointly have been enjoyed the same with good right and absolute power of ownership free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid plot of land, by virtue of mutual settlement the said Sri Rabin Kumar Naskar, Sri Sudev Naskar, Sri Chandmohon Naskar, Sri Nemai Naskar, Sri Prafulla Naskar, Sri Ramesh Naskar, Sri Basudev Naskar, Brihaspati Sardar and Pramila Naskar jointly sold, transferred and conveyed to Shri Bidyanand Shaw, Shri Ashok Kumar Shaw, Shri Raj Kumar Shaw, Shri Shib Kumar Shaw, Shri Raj Kumar Shaw and Dayanand Shaw, ALL THAT piece and parcel of Shali land measuring an area 33 Satak,

equivalent to 1 (one) Bigha more or less out of 43.38 Satak total out of 53 Satak, comprised in R.S. & L.R. Dag No. 4087, under R.S. Khatian No. 583, 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 a Deed of Sale, dated 03/03/2000 at A D.S.R. Bidhan Nagar, Salt Lake City, copied in Book No. 1, Volume No. 109, Pages from 230 to 238, Being No. 4297 for the year 2000.

AND WHEREAS While seized and possessed of the aforesaid plot of land the said Dayanand Shaw died intestate leaving behind his wife namely Smt. Kunti Shaw, and one daughter namely Shri Vishal Shaw, as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land equally in terms of the Hindu Succession Act. 1956.

AND WHEREAS Since then the aforesaid **Shri Bidyanand Shaw, Shri Ashok Kumar Shaw, Shri Raj Kumar Shaw, Shri Shib Kumar Shaw, Smt. Kunti Shaw, Shri Vishal Shaw**, are well seized and possessed of the aforesaid plot of Shali land total measuring an area 14.06 Satak, comprised in R.S. & L.R. Dag No. 4087 under L.R. Khatian Nos. 583, 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 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 as the said land.

AND WHEREAS the said sold, transferred and conveyed the aforesaid plot of Shali land measuring an area 14.06 Satak, comprised in R.S. & L.R. Dag No. 4087 under L.R. Khatian Nos. 583, 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 **02.02.2024** which was duly registered in the office of the **ADSR Rajarhat New Town and recorded in the Book No. - I, Volume No. 1523-2024, Pages from 72668 to 72693, Being No. 152301756 for the year 2024.**

AND WHEREAS by virtue of the aforesaid Deed of Conveyance, Said Nitu Developers Pvt. Ltd. Became the owner of the aforesaid land and property and mutated its name in the record of the B.L.&L.R.O. as L.R. Khatian No. 12777 and converted the said land measuring about 14 decimals in Dag No. 4087 and land measuring about 3 decimals in Dag No. 4091 from Shali to Bohutal Abasan by virtue of Memo No. CONV/76/24/2763/SDL/BST/2024 DATED 09/09/2024 vide Case No. CN/2024/1507/2578 dated 05.06.2024

DECISION OF DEVELOPMENT

A. **AND WHEREAS** the owners no. 1 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 **Owners** shall think fit and proper.

B. **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.

C. **AND WHEREAS** upon discussion with such building Contractors, Developers regarding construction of the said present **Owner** realized that it was not within **its** means and financial capacity to afford the cost and express required for construction of a new **Bungalow** and the common Director of both the companies approached to the above named **Developer** to help **it** in the matter of implementation of their idea of erecting the proposed new **Bungalow** by securing Intending Purchaser or residential and as will as commercial unit to be constructed according to the building plan to be sanctioned by the competent authority.

D. **AND WHEREAS** on hearing such intention of the **Owner**, the common Director of both the companies herein approached that **it has** agreed to undertake the aforesaid job, where the **Owners** accepted the same under some terms and conditions mentioned thereon. And the owner no. 2 also gave proposal to the owner no. 1 to amalgamate their land with the land of the owner no. 1 which is adjacent to the land of the owner no. 2 and the owner no. 1 agreed with the proposal of the owner no. 1 and agreed to entered into a development agreement with the owner no. 2 as well as developer to raising construction of the schedule A land.

E. **AND WHEREAS** by virtue of **Registered Development Agreement along with Registered Power of Attorney bearing Deed No. 6070 of the year 2023 dated 25th Day of July, 2023** registered at the office of the Additional Registrar of Assurance I, Kolkata and recorded in Book No. 1, Volume No. 1901-2023, Pages from 236544 to 236635 registered at the office of the Additional Registrar of Assurance IV, Kolkata made between the **Owner** and **Developer**, the **Developer** agreed to develop the said land more fully described in the **Schedule 'A'** hereunder written alongwith Schedule 'B' land by making construction of a new **Multistoried Building/Bungalow** thereon consisting of several numbers of Bungalow, shops, garages according with the building plan to be sanctioned and approved by the competent authority.

F. **AND WHEREAS** by virtue of the aforesaid **Development Agreement along with Development Power of Attorney being No. 6070 of the year 2023, JAMALUDDIN MOLLA** as Managing Director of **NITU DEVELOPERS PRIVATE LIMITED, Developer** herein, became the Constituted Attorney of the **Owner**.

G. **AND WHEREAS** the **Developer** 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 apartment building which has been sanctioned and approved by the competent authority.

H. **AND WHEREAS** under the aforesaid **Development Agreement along with Development Power of Attorney** the **Owners** specifically granted right to the **Developer** to enter into Agreement for sale of **Bungalow** space or portion of the building and the **Owners** authorize the **Developer** to sell and transfer all the **Bungalow** and enter into all contracts and agreement in connection thereof to any intending Purchaser or Purchasers save and except the

allocated portion of the **Owners** in terms of the **Development Agreement with Development Power of Attorney dated 25.07.2023**.

I. **AND WHEREAS** by both the **Development Agreement with Development Power of Attorney dated 25.07.2023** the **Developer** have been empowered to build the proposed building upon the said land in accordance with the sanctioned plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer** have been empowered to collect the consideration money from the sale of **Developer's allocation** as well as **Owners' allocation** also from the intending Purchaser/s and issue money receipt in **his / her / their** own name/s and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation** as well as **Owner's allocation** also.

J. **AND WHEREAS** by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land as specifically mentioned in the **Schedule 'B'** hereunder written.

K. **AND WHEREAS** on being empowered and authorized by the **Owners**, the **Developer** 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 20.03.2025** by virtue of **approval order no. 551/RPS.** to construct G+1 storied bungalows being no. **80, 81, 90, 91, 102, 103** on the land of Dag No. **4087, 4088, 4091** total measuring about 31 decimals equivalent to 18K-12C-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 as well as Promoter** regarding the said Land, have been completed.

L. **AND WHEREAS** in terms of the said **Development Agreement** and as per said sanctioned building plan, the **Developer** started the remaining work of the said building which is now going in progress.

M. **AND WHEREAS** the **Developer** and the **Owner** declare and confirm that the said Bungalow/Unit/ Car Parking Space is forming part of **Developer's Allocation**.

N. **AND WHEREAS** the **Owners** and the **Developer** 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.

O. **AND WHEREAS** the **Developer** started the construction of the said bungalow being no. **80, 81, 90, 91, 102, 103** on the land of Dag No. **4087, 4088, 4091** total measuring about 31 decimals equivalent to 18K-12C-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 as well as Promoter** regarding the said Land, have been completed.

P. **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**.

Q. **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**.

R. **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**.

S. **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 and the Developer** herein as per memo of consideration hereunder written and the **Owner 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 **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 and the Developer** doth hereby covenants with the **Purchasers** and **their** heirs, executors and representatives that notwithstanding any acts, deeds, matters or things by the **Owner and the Developer** made done executed or knowingly suffered to the contrary, the **Owner and 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 **Owner and the Developer** 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 **Owner and the Developer** have 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 and the Developer** or **their** heirs, successors AND FURTHER THAT the **Owner and the Developer** and **their** 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 and the Developer** 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 **Owner and the Developer** 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

Part - I

(Description of the Land and Property of Owner No. 1 Suruchi Vanijya Pvt. Ltd.)

ALL THAT piece or parcel of Bohutol Abasan land measuring an area of 14 Satak (as share 1.0000), comprised in R.S. & L.R. Dag No. 4088, under present L.R. Khatian No. 13034, 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

Part - II

(Description of the Land and Property of Owner No. 2 Nitu Develoepers Pvt. Ltd.)

ALL THAT piece or parcel of Bohutol Abasan land measuring an area of 14 Satak (as share 0.2624), comprised in R.S. & L.R. Dag No. 4087, under present L.R. Khatian No. 12777, and 3 Satak (as share 0.00876) comprised in R.S. & L.R. Dag No. 4091, under present L.R. Khatian No. 12777, 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

Part - II

(Description of the Total Projected Land and Property)

ALL THAT piece or parcel of Bohutol Abasan land Total land measuring about 31 satak in which measuring an area of 14 Satak (as share 1.0000), comprised in R.S. & L.R. Dag No. 4088, under present L.R. Khatian No. 13034, land measuring 14 Satak (as share 0.2624), comprised in R.S. & L.R. Dag No. 4087, under present L.R. Khatian No. 12777, and 3 Satak (as share 0.00876) comprised in R.S. & L.R. Dag No. 4091, under present L.R. Khatian No. 12777, 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

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. 4087, 4088, 4091**, and under **L.R. Khatian Nos. 12777, 13034**, 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' & '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 and the developer** or their men and agents or their 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 and the developer or their 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 and the developer or their 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 and the developer** 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 and the developer or their 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 and the developer or their 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) That the **Purchasers** and other owners / occupiers of the said Township project and with the consent of the **owner and the developer or their 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.

g) Co - operate - with the **owner and the developer or their men and agents** in the management and maintenance of the premises and formation of the association.

h) 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.

- i)** 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.
- j)** 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.
- k)** 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.
- l)** 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 and the developer** a proportionate share of the Panchayet Taxes, water tax of any in respect of **their residential Bungalow** of the project.
- m)** The **owner and the developer or their 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 and the developer or their men and agents** until the Association, Society is formed, in order to look after the building and its common amenities.
- n)** To permit the **owner and the developer or their 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.
- o)** 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.

- p)** Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.
- q)** 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.
- r)** 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 and the developer or their men and agents** or Architect of the said Township project.
- s)** 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 and the developer or their men and agents / Association**.
- t)** 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 and the developer or their men and agents** and as per design and specifications approved by the **owner and the developer or their men and agents**.
- u)** Not to decorate the exterior of the building outside than in the manner agreed by the **owner and the developer or their men and agents** in writing or in the manner as near as may be in which it was previously decorated.
- v)** 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.
- w)** 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.
- x)** Not to raise any objection in respect of amenities / facilities provided by the **owner and the developer or their men and agents** in the said **Bungalow**.
- y)** Not to do any act, deed or thing whereby the **owner and the developer or their men and agents** is prevented from selling, assigning or disposing off any other

portion or portions of which the **owner and the developer or their men and agents** are the only absolute owner, in the said Township project.

z) The **Purchasers** hereby agree that the **owner and the developer or their 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 and the developer or their men and agents** or suitable arrangements with regard thereto may be entered into by the **owner and the developer or their men and agents**.

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

bb) 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 and the developer or their men and agents** on account of any defect in the said **Bungalow**.

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

dd) 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.

ee) The **Purchasers** undertake and covenant with the **owner and the developer or their 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 and the developer or their 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 and the developer or their men and agents**. Further, job conditions on the Project may require certain changes, deviations or omissions, or **owner and the developer or their 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 and the developer or their 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 and the developer or their 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 **OWNERS / VENDORS**
JAMALUDDIN MOLLA

As constituted Power of Attorney Holder of M/S SURUCHI VANIJYA PRIVATE LIMITED & DIRECTOR OF NITU DEVELOPERS PVT. LTD.

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
THE VENDOR/ OWNER, hereby received of and from the within named Purchasers,
namely _____, within mentioned sum of Rs.
_____ as full and final payment

Total : Rs. _____ only.

at KOLKATA In the presence of :-

NITU DEVELOPERS PVT. LTD.

2.

Signature of the **OWNER/VENDOR**