

DRAFT

ALLOTMENT LETTER

Date : _____

To,
Mr./Mrs./Miss

Address _____ :

Email _____ Id _____ :

Sub : Allotment of Unit No. _____ on _____ in the
project known as " _____ " situated at

Dear Sir/Madam,

We hereby allot you Unit No. _____ on the _____ floor being
Block No. _____ (hereinafter referred to as the Unit) in our building to be
constructed known as "North Brook City" situated at 1 G.T. Road,
Champdany, Baidyabati, Hooghly - 712222 for the total consideration of
Rs. _____ (Rupees _____

Only).

We have received a sum of Rs. _____ /- (Rupees
_____ Only)

as earnest money in respect of the above referred Unit. Details of the
same are as follows :-

Sr. No.	Date	Cheque No.	Bank Name	Branch	Amount
1					
Total					

Our Project is registered as per the provisions of The West Bengal Housing
Industry Regulation Act, 2017 with the West Bengal Housing Industry
Regulatory Authority at _____ under No.
_____.

This allotment letter is issued to you on the understanding and assurance
given by you to us that you will enter into regular Agreement for Sale
under the provisions of The West Bengal Housing Industry Regulation Act,
2017, (as amended up to date) on terms and conditions, which may be
contained therein. You undertake to execute the Agreement for Sale as
and when called upon you by us and pay the necessary stamp duty and
registration charges thereof. All the terms and conditions mentioned in the

Allotment Letter and/or Agreement for Sale or such other documents to be executed for sale of the Unit shall be binding on you and confirm that this allotment is the basis of our understanding.

Terms and Conditions:

1. All the terms and conditions mentioned in the Draft Agreement for Sale document which is available on HIRA website and personally shown to the allottee are applicable to this letter of allotment.
2. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration as shown in the Table as per Annexure - A attached herewith.
3. The formation of Association and Other Charges as specified in Annexure "B" hereto together shall be paid by the allottee at appropriate time.
4. The allottee shall not transfer resale this unit without prior consent of promoter till the Deed of Conveyance is registered.
5. In the event the allottee fails to make payment after booking the said unit till the registration of the agreement to sale, the liquidated damages of 10% on the amount paid shall be recovered and the rest amount will be refunded with no interest.
6. All letters, circulars, receipt and/or notices to be served on allottee as contemplated by these present shall be deemed to have been duly served if sent by registered post A.D. at the address given by the allottee to us and on e-mail Id provided which will be sufficient proof of receipt of the same by the allottee and we shall completely and effectively discharged of our entire obligations.
7. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Local Courts at

alone shall have exclusive jurisdiction in matters arising out of or relating to this letter of Allotment. Any dispute shall be settled by a sole arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Phone No. : 9674895574/9830435574

Email : northbrookjute@yahoo.in

Kindly confirm the above arrangement by signing the Allotment Letter.

Thanking You,

Yours faithfully,

For M/s Northbrook Jute Co. Ltd.

We confirm and accept

1)

2)

Annexure – A

The Payment Plan is as follows :

Flats

a)	Book Amount	10%
b)	Completion of Plinth ground level	25%
c)	On casting of 1 st Floor slab	10%
d)	On casting of 2 nd Floor slab	10%
e)	On casting of 3 rd Floor slab	10%
f)	On casting of 4 th Floor slab	10%
g)	On casting of roof	5%
h)	On completion of flooring work	10%
i)	On commencement of Lift work	5%
j)	On possession	5%
	Total	100%

Bank Details are as under

Account Name

Account Number

Bank

Branch

IFSC Code

Annexure – B

Association Registration and other actual charges as the case may be

- I) Charges/Taxes/Cess for one year
 - a) Municipal Cess/Taxes
 - b) Water Charges
 - c) Electricity Charges
 - d) G.S.T. and other applicable taxes

- II) Deposits
 - a) Electrical Meter
 - b) Gas Connection
 - c) Water Meter

- III) Expenses / Outgoing
 - a) Association Registration Charges

- IV) Any other charges
 - a) One-year Building Maintenance Charges @ _____ per sq.mtr.
 - b) Legal Charges
 - c) Infrastructure development charges
 - d) Corpus fund

AGREEMENT FOR SALE

THIS AGREEMENT made on this _____ day of _____ Two Thousand and Eighteen BETWEEN (1) NORTH BROOK JUTE COMPANY LIMITED (CIN No.417119WB1908PLC001801, PAN : _____ a company under the provisions of The Companies Act, 2013, having its registered office at 1, G.T. Road, Champdany, Baidyabati, Hooghly - 712222 represented by Mr. _____ (PAN : _____ son of _____ working for gain at _____ hereinafter referred to as the "VENDOR/PROMOTER", of the ONE PART AND (2) _____

hereinafter referred to as the "PURCHASER/ALLOTTEE", of the OTHER PART :

WHEREAS :

- A. The Vendor is absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing by admeasurement a total area of 3.749 Acres be the same a little more or less comprised in various Dags the particulars whereof are morefully described in the First Schedule hereunder written situate lying at in Mouza Gourhati, Champdany, J.L. No.21, P.S. Bhadreswar, District Hooghly free from all encumbrances whatsoever hereinafter referred to as the "said premises"

- B. The said Northbrook Jute Company Ltd. being the Vendor herein was desirous of developing the said premises morefully described in the First Schedule stated hereunder by way of construction of a Residential Complex thereon particularly for the economically weaker sections of society.
- C. The Government of India has recently taken major initiatives to provide a boost to affordable housing in India under the Pradhan Mantri Awas Yojana (PMAY) launched in the year 2015 which aims at "Housing For All" to be achieved by the year 2022.
- D. Under the said scheme of Pradhan Mantri Awas Yojana - Urban (PMAY-U) a number of measures were taken by the Reserve Bank of India for loan disbursements for launching new projects in the housing Sector such as Credit linked subsidy Scheme where easy institutional credit is provided to Economically Weaker Sections of Society for purchase of homes with interest subsidy created upfront to the borrower's account through Primary Lending Institutions by effectively reducing housing loan and equated monthly instalments.
- E. In pursuance of the aforesaid Scheme of (PMAY-U) the Vendor duly applied before appropriate authorities of the Champdany Municipality for sanction of a plan for construction of residential complex comprising of buildings blocks and other constructed areas therein known as "_____ " for construction of the said complex for its ex-workers, workers, labourers and their families who are under the Economically Weaker Sections of society.

- F. The said building plan was duly sanctioned by the authorities of the Champdany Municipality for construction of Residential Complex comprising of Block Nos. A, B, C, D, E, F & G buildings blocks and other constructed areas being Building Permission No. _____ dated _____ and in continuation a revised plan was submitted by the Vendor which was also sanctioned by the office of Champdany Municipality being _____ dated _____ for construction of Block Nos. A, B, C, D, E, F & G Building blocks hereinafter collectively referred to as the "said sanctioned plan".
- G. In pursuance of the aforesaid sanctioned plan the Vendor has commenced construction of the building comprising of the said Block Nos. A, B, C, D, E, F & G in the said property situate and lying at Mouza Gourhati, Champdany, J.L. No.21, P.S. Bhadreswar, District Hooghly hereinafter referred to as the "said premises" and morefully described in the First Schedule hereunder written.
- H. By virtue of the aforesaid the Vendor has now decided to sell the flats and/or units of the said buildings being Block No._____ and other constructed areas comprised in the said Residential Complex known as _____ in favour of intending Purchaser and/or Purchasers and to receive and appropriate the consideration amount in respect thereof.
- I. The Vendor has registered the said project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No._____.

- J. In view of what is stated hereinabove the Purchaser herein has approached the Vendor for acquiring All That unit No.____ containing Carpet area of about _____ Sq.ft. and Super built-up area of about _____ Sq.ft. be the same a little more or less on the ____ floor of the said building being Block No.____ at _____ together with the undivided proportionate share in the land underneath the said building being Block _____ comprised in a portion of the said premises morefully described in the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter collectively referred to as the "said Unit" which is morefully described in the Second Schedule hereunder written for their exclusive use for residential purpose only.
- K. In view of the said approachment by the Purchaser the Vendor has agreed to sell and the Purchaser has agreed to purchase All That unit No.____ containing Carpet area of about _____ Sq.ft. and Super built-up area of about _____ Sq.ft. be the same a little more or less on the ____ floor of the said building being Block No.____ at _____ together with the undivided proportionate share in the land underneath the said building being Block _____ comprised in a portion of the said premises morefully described the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter collectively referred to as the "said Unit" which is morefully described in the Second Schedule hereunder written subject to the terms conditions covenants and stipulations as stated hereunder.
- L. The Vendor has provided various facilities and services together with lighting, sewerage system, water supply network, in an over or under the

said premises and the said building being Block No._____ that will serve the occupiers for use and occupation of the said residential complex known as _____.

- M. On or before execution of this Agreement the Purchaser has inspected, examined and got itself acquainted and fully satisfied about the title of the Vendor in respect of the said Unit, sanctioned plan, the measurement of the Carpet area of about _____ Sq.ft. and Super built-up area of the said Unit and the specifications therein and the said building and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto and the Purchaser has further agreed and undertakes to pay the entire consideration agreed to be paid as stated hereunder as well as various deposits and additional amount as specified hereunder to the Vendor as indicated in the Third Schedule stated hereunder.
- N. The Purchaser has also agreed to perform and observe agreement, terms and conditions, covenants, stipulations and obligations for the use and occupation of the said Unit.
- O. The Vendor and the Purchaser have now agreed to record terms and conditions of sale as stated hereunder.

NOW THIS AGREEMENT WITNESSETH as follows :-

1. DEFINITIONS :

- 1.1 ARCHITECT means the person for the time being appointed to act as architect both in relation to the said Residential Complex and for the purposes of this agreement.
- 1.2 ASSOCIATION shall mean the Organisation of the Owners of the Units to be formed for the purpose of supervision of the management and maintenance of the said Residential Complex by the Association.
- 1.3 COMMON AREAS shall mean and include those areas of the said Residential Complex that are not allotted to a particular Purchaser but are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in the Fourth Schedule hereunder written.
- 1.4 COMMON AMENITIES AND FACILITIES shall mean and include those facilities provided by the Vendor as specified in the Fourth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors.
- 1.5 COMMON EXPENSES shall include all expenses to be incurred by or on behalf of the unit holders for the maintenance and upkeep of the common areas and facilities of said Residential Complex and/or the said premises and those specified under the Fifth Schedule hereto.
- 1.6 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said Residential Complex and/or the said premises

- 1.7 SAID PREMISES shall mean All That piece and parcel of land admeasuring 3.749 Acres be the same a little more or less comprised in the said premises morefully described in the First Schedule stated hereunder.
- 1.8 PLAN shall mean the plans, drawings, specifications sanctioned by the appropriate authorities of the Champdany Municipality being Building Permission No. _____ dated _____ and revised Plan No. _____ dated _____ for construction of the said Residential Complex on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Architect/Vendor.
- 1.9 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the super-built area of any unit bears to the entire super built up areas of all the units of the said Residential Complex.
- 1.11 PURCHASER / ALLOTTEE shall mean
The individual his/her heirs, executors, administrators and legal representatives.
- 1.12 RESIDENTIAL COMPLEX shall mean constructed areas comprising of Buildings being Block Nos. A, B, C, D, E, F & G _____ and other constructed areas at the said premises, together with the common areas and facilities therein.
- 1.13 SAID UNIT shall mean All That the Unit more fully described in the Second Schedule hereunder written.

- 1.14 SUPER BUILT-UP AREA shall mean the constructed area of the said Residential Complex and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Architect.
- 1.15 SPECIFICATIONS shall mean the specifications as specified in the Sixth Schedule hereunder written.
- 1.16 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said premises the Buildings known as _____ and/or the said Unit in the said building as may be applicable.
- 1.17 UNDIVIDED SHARE shall mean the proportionate impartible variable undivided share in the land comprised in a portion of the said Premises underneath the said block and attributable to the said Unit.
- 1.18 UNIT HOLDER shall mean the persons who have for the time being agreed to acquire or have acquired any unit or units in the said Residential Complex but shall not include a tenant or licensee of such Unit Holder.
- 1.19 VENDOR / PROMOTER shall mean the said Northbrook Jute Company Ltd. and its successors and/or successors-in-interest.

2. INSPECTION BY PURCHASER :

The Purchaser accepts the title of the Vendor and shall take the Unit as it stands as per the sanctioned plan provided however the Purchaser

hereby empowers to the Vendor to make minor additions and alterations in the said Unit subject to compliance of The West Bengal Housing Industry Regulation Act, 2017, if any.

3. AGREEMENT FOR SALE

3.1 The Vendor has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire ALL THAT the said Unit No. _____ containing Carpet area of about _____ Sq. ft. and Super Built up area of about _____ Sq.ft. on the _____ floor of the building being Block _____ at _____ situate at the said premises together with undivided proportionate impartible variable share in the land underneath the said building being Block _____ comprised in a portion of the said premises attributable thereto hereinafter collectively referred to as "said Unit" and more fully described in the Second Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities attached therewith but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Vendor and also performing and observing all the terms and conditions hereinafter appearing.

3.2 The common areas and amenities in the said property shall be such as shall be necessary or be required and as thought fit and determined by the Vendor for the beneficial enjoyment of the Said Unit and such common areas shall be declared and/or identified by the Vendor in its discretion.

3.3 The undivided proportionate share in the land comprised in a portion of the said premises shall always remain impartible and variable.

3.4 The right of the Purchaser shall remain restricted to the Said Unit only and ingress and egress over the common paths and passages leading to the said Unit and the Purchaser shall have no right title and interest nor shall claim any right over and in respect of any other Units, constructed areas and other areas or open space of the said residential Complex.

4. PURCHASE PRICE & PAYMENT

4.1 The Purchase price of the said unit is Rs. _____/- (Rupees _____) only which the Purchaser shall pay in the manner as mentioned in Part-I of the Third Schedule hereto to the Vendor and the Vendor agrees to construct and sell to the Purchaser the said Unit morefully described in the Second Schedule hereunder.

4.2 The Purchaser also agrees to pay to the Vendor in addition to the said purchase price all applicable statutory outgoing and expenses on account of GST, Service Tax any other taxes as may be applicable, betterment fees. The Purchaser shall also pay to the Vendor any new development charges, levy or taxes imposed and/or made applicable by any Government and Semi-Government Authority before taking possession of the said unit.

4.3 In addition to the aforesaid purchase price, the Purchaser shall pay additional amounts as detailed in Part-II of the Third Schedule hereunder written and payment of such amounts shall be made at or before taking possession of the Said Unit to the Vendor.

4.4 No right title and interest of any nature whatsoever is being created in favour of the Purchaser in respect of the said Unit by virtue of this

agreement until the Purchaser has paid or deposited all the amounts herein agreed to be paid or deposited and until execution and registration of the Deed of Conveyance in favour of the Purchaser in respect thereof.

5. MANNER AND TIME OF COMPLETION

5.1 The Vendor is expected to complete the said Unit within _____ with grace period of 6 (six) months. A certificate issued by the Architect of the said unit in respect of measurement of Carpet area and Super Built-up area and quality of construction thereof shall be final conclusive and binding on the Purchaser, provided however it is made clear that in case of variations of measurement of areas of the said unit, the purchase price of the said unit shall be increased or decreased as the case may be.

5.2 MODIFICATION - The Vendor shall have right to effect suitable alterations/additions/ improvements/modifications in the said Plan and other Plan or Plans and/or layout plan of the said building or the said unit if and when necessary as may be required by the Architect and or in accordance with provisions of The West Bengal Housing Industry Regulation Act, 2017 and the Purchaser hereby consents to the same.

6. POSSESSION

6.1 Under no circumstances the Purchaser shall be entitled to claim possession unless all the dues of the Vendor including those over and above the purchase price of the said unit have been fully paid and/or discharged and thereafter the Vendor shall give notice to the Purchaser who shall within 90 (ninety) days of service of the said notice to take possession of the said Unit provided however the common amenities and

facilities will be provided in a phase wise manner of the said residential complex building _____.

6.2 The Purchaser shall take possession of the said unit on the date of possession i.e. on the 90 (ninety) day of posting of the said notice irrespective of whether the Purchaser takes actual physical possession or not and the Purchaser shall be liable to pay maintenance charges as applicable with effect from the date of possession.

6.3 The Vendor shall deliver actual physical possession of the said unit at the time of execution and registration of the Deed of Conveyance of the said unit.

6.4 The Purchaser after expiry of 1 (one) year from the date of taking delivery of possession of the said unit shall not raise any dispute or claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said Unit and /or in respect of the measurement of the area comprised of the said Unit and the residential complex _____ including structural defect or any other defect in workmanship in violation of an agreement.

7. DEFAULT IN PAYMENT

7.1 Time is expressly declared to be the essence of this agreement.

7.2 Notwithstanding anything herein contained, in case the Purchaser commits default in performing and observing covenants/obligations herein including those for payment then and in such an event, a notice for demand shall be issued specifying the time which shall not exceed 60 days from the due date and if the said payment is not received within the

time specified in the notice then this agreement shall stand terminated at the discretion of the Vendor and in such event all rights and claims of the Purchaser against the Vendor and/or the said Unit shall stand extinguished. In case of termination and/or cancellation of this Agreement, the Vendor shall forfeit 10% (Ten percent) i.e. booking amount of the total purchase price of the said Unit and brokerage paid if any as liquidated damages and refund to the Purchaser the entire balance amount paid by the Purchaser without any interest. Provided however the Vendor shall refund the said balance amount subject to sale of the said unit to the Third Party and realization of the sale proceeds thereof.

7.3 For the period of late payment or in case the Vendor condones the default of the Purchaser even for a period more than the stipulated grace period provided in the notice then and in such event, the Purchaser shall along with such dues and/or arrears, pay interest @ 2% per annum over and above Marginal cost of Lending Rate fixed by State Bank of India for the period of default on all amounts remaining unpaid. Any condonation granted by the Vendor shall not amount to waiver of the future defaults or breaches.

7.4 In case of Delay on part of the Vendor to complete the construction of the said Unit within the stipulated time as stated herein above, then the Vendor shall pay interest @ 2% per annum over and above Marginal cost of Lending Rate fixed by State Bank of India for the delay in construction subject to however Force Majeure.

8. RESTRICTIONS COVENANTS AND OTHER OBLIGATIONS

8.1 As from the date of possession of the Said Unit, the Purchaser agrees and enter into the following restrictive covenants as well as those morefully and particularly described in the Seventh Schedule hereunder written that the said unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions and such covenants shall run with and bind the said unit so as to benefit the Purchaser but not so as to render the Purchaser personally liable for any breach of a restrictive covenant after he has parted with all interest in the said unit and to contain the same in the Deed of Conveyance of the said unit.

- i) To pay proportionate maintenance charges applicable to the said Unit and to co-operate with the Vendor, Association in the management and maintenance of the said common areas together with amenities and facilities of the said complex _____ ;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendor and/or Association in respect of the said complex _____ ;
- iii) To allow the authorized representatives of the Vendor and/or Association with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit the said complex _____ ;
- iv) To observe and perform the restrictions terms and conditions as mentioned in the Seventh Schedule hereunder written

- v) The purchaser hereby covenants with the Vendor that :-
- a) The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area of the said building Block ____ only of _____ (save those reserved unto the Vendor) along with the other unit holders co-owners and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor or the other unit holders;
 - b) To regularly and punctually pay and discharge to the Vendor and/or Association or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges and common expenses in respect of the Said Unit in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;
 - c) So long as each Unit in the building being Block____ of _____ is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said building being Block____ of _____ and such proportion to be determined by the Vendor on the basis of the area of the said Unit;

- d) After taking delivery of the Said Unit and registration of the Deed of Conveyance, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- e) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default.

9. COST OF SERVICES CONSUMED

The Purchaser shall pay to the suppliers all charges for electricity, water, consumed or used at or in relation to the said unit including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

10. FORCE MAJEURE

10.1 The Vendor shall not be regarded in breach if any of the terms and conditions herein contained and on the part of the Vendor to be performed and observed if it is prevented by any of the conditions herein below and it shall not be liable to pay any interest or damages for the following events ;

- i) Fire
- ii) Natural Calamity, such as storm, cyclone, Flood, Tempest etc.;
- iii) Labour Unrest;

- iv) Local Problem such as Riot, Mob-Violence, Threat and Terrorist Attack;
- v) Any prohibitory order from a Court of Law or the Local Municipal Corporation or any other authority or authorities as the case may be;
- vi) Delay in giving electricity connection;
- vii) Delay in granting occupancy certificate;
- viii) Any other unavoidable circumstances beyond the control of the Vendor;

11. MORTGAGE / FINANCING

- 11.1 The Purchaser shall have the right to obtain loan, finance from any Bank/Financial Institution for the purpose of creating a mortgage in respect of the said Unit provided however the Mortgagee shall observe and perform all the covenants restrictions stipulations terms and conditions including payment of various charges and deposits as agreed in this Agreement.

12. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PURCHASER / ALLOTTEE

- 12.1 The Purchaser/Allottee is entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the said residential complex _____ in general and this project in particular. That the Purchaser / Allottee hereby undertakes to comply with and carry out, from time to time even after the Purchaser has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are requires by any competent Authority in respect of the said Unit at his/her own cost.

13. MISCELLANEOUS

- 13.1 The name of the residential complex shall be _____.
- 13.2 The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right title and interest in respect of the other parts or portions of the said complex _____.
- 13.3 The Purchaser shall have no right title and interest in the roof of the building being Block____ or any of the open spaces, at the said premises save and except the areas of the unit agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Vendor and the Vendor shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Vendor .
- 13.4 At or before the date of possession, the Purchaser shall deposit with the Vendor necessary amount being the estimated share of the common expenses, and rates and taxes as may be decided by the Vendor. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.
14. MAINTENANCE OF :

- 14.1 The Vendor and/or Association shall frame a scheme for maintenance and management of common areas and common amenities and facilities of the said Residential complex _____
- 14.2 After the Association takes charge all the rights and obligations of the Vendor with regard to the common purposes shall be exercised by the said Association and the Vendor shall be freed and discharged from all the obligation in respect thereof.
- 14.3 The Purchaser shall bear and pay the proportionate costs charges and expenses of the said residential complex _____ .
- 14.4 The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said building being Block____ at _____.

15. ENTIRE AGREEMENT

- 15.1 This Agreement contains the entire agreement of the parties and no oral representations and warranties or statement between the Vendor and Purchaser shall be considered valid or binding upon either of the parties.

16. SEVERANCE

If any term of this Agreement is in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

17. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. DOCUMENTATION AND PROFESSIONAL CHARGES

18.1 M/s. C.K. Jain & Company, Solicitors & Advocates of 7A, Kiran Shankar Roy Road, Kolkata – 700001 shall draw all papers, documents and drafts required in connection with the said unit and other units in the said complex _____ as envisaged therein and the Purchaser shall pay the Professional Fees to C.K. Jain & Co. for preparing drafting for execution and registration of the papers, documents in relation to transfer of the said Unit in favour of the Purchaser as shall be decided by the Vendor.

19.2 All stamp duty, registration charges and other incidental expenses in relation to agreement for sale and Deed of conveyance of the said Unit and also any other assurances deeds and documents required to be made for or in relation thereto shall be borne and paid by the Purchaser.

20. EXECUTION AND REGISTRATION OF DEED OF SALE/CONVEYANCE

20.1 Subject to fulfillments of all the obligations by the Purchaser and the Vendor shall execute and register appropriate Deed of Sale/Conveyance of the said unit unto and in favour of the Purchaser free from mortgage and charges of whatsoever nature and the Vendor shall be entitled to raise loans in order to complete the construction of the said Residential complex _____ from any Bank and or financial institutions.

21. NOTICE

21.1 All notices and/or communication hereunder shall be in writing and mailed by certified mail postage and dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto. If the receiving party consists of more than one person a notice to one of them is notice to all.

22. ARBITRATION

22.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability if not settled amicably shall be referred to arbitration through the adjudicating officer appointed under the West Bengal Housing Industry Regulation Act, 2017.

23. JURISDICTION

23.1 Only the Courts having territorial jurisdiction over the said property shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - I

ALL THOSE pieces and parcels of land containing by admeasurement a total area of 3.749 Acres be the same a little more or less comprised in the following Dags :-

		Corresponding		Area
<u>R.S. Dag</u>	<u>R.S.Khatian</u>	<u>L.R. Dag</u>	<u>L.R. Khatian</u>	<u>In decimal</u>

3957	476	4115	1026/7	.270
3963	477	4121	1026/7	.058
3970	477	4128	1026/7	.039
3964	477	4122	1026/7	.012
3969	477	4127	1026/7	.254
3965	477	4123	1026/7	.039
3956	476	4114	1026/7	.244
3695	477	3707	1026/7	.013
3967	476	4125	1026/7	.003
3968	476	4126	1026/7	.011
3665	477	3781	1026/7	.046
3604	477	3705	1026/7	.035
3700	477	3704	1026/7	.087
3662	477	3774	1026/7	.302
3701	477	3775	1026/7	.086
3606	477	3709	1026/7	.754
3651	477	3759	1026/7	.402
3971	477	4129	1026/7	.620
3962	477	4120	1026/7	.128
3696	476	3706	1026/7	.062
3661	477	3773	1026/7	.284

Total area 3.749 Acres

situate lying at in Mouza Gourhati, Champdany, J.L. No.21, P.S. Bhadreswar, District Hooghly being a portion of 1, G.T. Road, Champdani, Baidyabati, Hooghly – 712222 and butted and bounded as follows :-

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

PART – II

BLOCKWISE LAND AREA

BLOCK - A

<u>L.R. Dag Nos.</u>	<u>R.S. Dag Nos.</u>	<u>Land Areas</u>
3773	3661	Land area Underneath the Building <u>548.43 Sq. Mtrs.</u>
3774	3662	
3781	3665	

BLOCK - B

<u>L.R. Dag Nos.</u>	<u>R.S. Dag Nos.</u>	<u>Land Areas</u>
3773	3661	Land area Underneath the Building <u>548.43 Sq. Mtrs.</u>
3774	3662	
3781	3665	

BLOCK - C

<u>L.R. Dag Nos.</u>	<u>R.S. Dag Nos.</u>	<u>Land Areas</u>
3781	3665	Land area Underneath the Building <u>548.43 Sq. Mtrs</u>
3706	3696	
4125	3967	
4126	3968	
4127	3969	
4123	3968	
4124	-	
4114	3956	

BLOCK - D

<u>L.R. Dag Nos.</u>	<u>R.S. Dag Nos.</u>	<u>Land Areas</u>
3781	3665	Land area Underneath the Building <u>548.43 Sq. Mtrs</u>
3707	3698	
4127	3969	
4129	3971	

BLOCK - E

<u>L.R. Dag Nos.</u>	<u>R.S. Dag Nos.</u>	<u>Land Areas</u>
4129	3971	Land area Underneath the Building <u>423.9 Sq. Mtrs</u>
4128	3970	

BLOCK - F

L.R. Dag Nos.	R.S. Dag Nos.	<u>Land Areas</u>
4129	3971	Land area Underneath the Building <u>477.41 Sq. Mtrs</u>

BLOCK – G

L.R. Dag Nos.	R.S. Dag Nos.	<u>Land Areas</u>
3759	3651	Land area Underneath the Building <u>410.51 Sq. Mtrs</u>
3709	3606	

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Said Unit)

ALL THAT the said Unit No. _____ containing Carpet area of about _____ Sq. ft. and Super Built up area of about _____ Sq.ft. on the _____ floor of the building being Block No.____ known as _____ at the said PREMISES together with undivided proportionate impartible variable share in the land underneath the said building being Block No.____ comprised in a portion of an area measuring about _____ of the said premises situate at 1, G.T. Road, Champdani, Baidyabati, Hooghly – 712222 attributable thereto and together with right to use and enjoyment of the common areas and amenities of the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO :

Part – I

The total purchase price of the said Unit No.____ shall be Rs._____
(Rupees _____) and shall be paid to the Vendor in instalments payable in the manner stated hereunder :-

i)	Booking amount	-	10%
ii)	Completion of Plinth ground level	-	25%
iii)	On casting of 1 st Floor slab	-	10%
iv)	On casting of 2 nd Floor slab	-	10%
v)	On casting of 3 rd Floor slab	-	10%
vi)	On casting of 4 th Floor slab	-	10%
vii)	On casting of roof	-	5%
viii)	On completion of flooring work	-	10%
ix)	On commencement of Lift work	-	5%
x)	On possession	-	5%

Note: All statutory and outgoing and expenses on account of Service Tax, GST and VAT as may be applicable and also be paid along with the payment at the rates applicable.

PART - II

Deposits (Interest Free) to be paid to the Vendor

- i) Proportionate Maintenance charges equivalent to 6(six) months cost.
- ii) Municipal rates and taxes, equivalent to 6 (six) months cost.
- iii) Proportionate costs, charges, expenses and security deposit etc. for obtaining electricity connection in the Residential Complex.
- iv) Costs, charges and expenses together with Security deposit for obtaining electricity connection in the said unit.
- v) Other common expenses as may be necessary to be decided by the Vendor.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

Part - I

(Common Areas)

1. The foundation, columns, beams, supports corridors, lobbies, stairs, stairways, landings, entrances exits and path-ways driveways.
2. Lift, Lift-Pits, Lift Plant Installation, Lift Machine Room.
3. Common entrance and passage on ground floor.
4. Water pump, water tank, water pipes and other common plumbing installation.
5. Electric wiring, motor and fittings and Transformer if any.
6. Drainage and sewers including manholes, etc.
7. Pump house.
8. Common Toilets.
9. Boundary walls and main gates.
10. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space within the said premises and/or the building as are necessary and as may be specified but excluding the other open and/or covered areas or space of the Jute Mill which shall be used or allowed to be used exclusively by the Vendor for different purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing replacing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one unit in the said building, main entrance, landing and stair cases of the said building and enjoyed by the

Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the said complex.

2. The cost of white washing cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of chowkidars, sweepers, security guards.
4. Maintaining all Common Areas and Facilities.
5. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said unit and premises or any part thereof.
6. Generally managing, maintaining and administering and protecting the common areas and amenities in the said premises.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

Building Structure	:	Foundation : Reinforced Cement Concrete Foundation Super Structure : Reinforced Cement Concrete Structure Wall : Brick Masonry
Finishes	:	Room Floor : Ceramic Tiles in living/Dining area and Bedrooms Wall : Plaster

Kitchen	:	Floor : Ceramic Tiles Counter : Black Stone Counter Top Sink : Black Stone Sink
Toilet	:	Floor : Ceramic Tiles Dado : Glazed Tiles W.C. : Indian Type/Western Fittings : CP
Door	:	Frame PVC / Wooden Fame Shutter : PVC / Flush Door Window : M.S. Window
Electrical	:	Adequate electrical points Power Supply through WBSEB Lift Water Supply

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

As from the date of possession of the Said Unit, the Purchaser agrees and enter into the following restrictive covenants that the said unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions which shall be contained in the Deed of Conveyance of the said unit.

- i) To co-operate with the Vendor and/or Association in the management and maintenance of the said common areas of the Residential Complex ;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendor and/or association in respect of the said Residential Complex ;

- iii) To allow the authorized representatives of the Vendor and/or and/or Association with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in the Residential Complex.
- iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;
- v) Not to sub-divide the Said Unit or any portion thereof :
- vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said unit or in the building and/or compound or in any portion of the building or in any part of the said Residential Complex or in the Common parts save at the places indicated therefor and to maintain the cleanliness of the said Residential Complex as per the Swacch Bharat Abhiyan Scheme launched by the Government of India.
- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Unit or in the common areas and not to block any common areas and not to block any common areas of the building and/or Residential Complex in any manner ;
- viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Unit ;

- ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof ;
- x) Not to do or cause anything to be done in or around, the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or any part thereof or the fittings and fixtures affixed thereto ;
- xi) Not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit ;
- xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect and Vendor ;
- xiii) Not to make in the Said Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or any concerned authority ;
- xiv) Not to fix or install any antenna on the roof of the said building or any window antenna ;

- xv) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.

- xvi) Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Residential Complex;

- xvii) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the Residential Complex and the Purchaser shall have no right on any other portion and/or space in the building and/or the said Residential Complex.

- xviii) Not to obstruct or object to the Vendor doing or permitting any one to do any construction, alteration or work in the Said Building and/or Residential Complex ;

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at _____

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER at _____

In the presence of :-

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this ____ day of _____ Two Thousand and _____ BETWEEN (1) NORTHBROOK JUTE COMPANY LIMITED (CIN No.417119WB1908PLC001801, PAN : AABCN5589P a company under the provisions of The Companies Act, 2013, having its registered office at 1, G.T. Road, Champdany, Baidyabati, Hooghly – 712222 represented by Mr. Purushottam Pasari (PAN : AIDPP5568P) son of Sri Ganpat Lal Pasari working for gain at Northbrook Jute Co. Ltd. hereinafter referred to as the "VENDOR/PROMOTER", of the ONE PART AND (2) _____

hereinafter referred to as the "PURCHASER/ALLOTTEE", of the OTHER PART :

WHEREAS :-

A. The Vendor is absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing by admeasurement a total area of 3.749 Acres be the same a little more or less comprised in various Dags the particulars whereof are morefully described in the First Schedule hereunder written situate lying at in Mouza Gourhati, Champdany, J.L. No.21, P.S. Bhadreswar, District Hooghly free from all encumbrances whatsoever hereinafter referred to as the "said premises".

B. The said Northbrook Jute Company Ltd. being the Vendor herein was desirous of developing the said premises morefully described in the First Schedule stated hereunder by way of construction of a Residential Complex thereon particularly for the economically weaker sections of society.

C. The Government of India has recently taken major initiatives to provide a boost to affordable housing in India under the Pradhan Mantri Awas Yojana (PMAY) launched in the year 2015 which aims at "Housing For All" to be achieved by the year 2022.

D. Under the said scheme of Pradhan Mantri Awas Yojana - Urban (PMAY-U) a number of measures were taken by the Reserve Bank of India for loan disbursements for launching new projects in the housing Sector such as Credit linked subsidy Scheme where easy institutional credit is provided to Economically Weaker Sections of Society for purchase of homes with interest subsidy created upfront to the borrower's account through Primary Lending Institutions by effectively reducing housing loan and equated monthly instalments.

E. In pursuance of the aforesaid Scheme of (PMAY-U) the Vendor duly applied before appropriate authorities of the Champdany Municipality for sanction of a plan for construction of Residential Complex comprising of buildings blocks and other constructed areas therein known as "NORTH BROOK CITY" for construction of the said Residential Complex for its ex-workers, workers, labourers and their families who are under the Economically Weaker Sections of society.

F. The said building plan was duly sanctioned by the authorities of the Champdany Municipality for construction of the said Residential Complex comprising of Block Nos. A, B, C, D, E, F & G buildings blocks and other constructed areas vide Building Permission No. _____ dated _____ which was subsequently revised and revalidated being building permission dated 28th May, 2018 registered as documents No.64/S & B at the office of the Champdany Municipality hereinafter collectively referred to as the "said sanctioned plan".

G. In pursuance of the aforesaid sanctioned plan the Vendor has commenced construction of the said Residential Complex comprising of the said Block Nos. A, B, C, D, E, F & G in the said property situate and lying at Mouza Gourhati, Champdany, J.L. No.21, P.S. Bhadreswar, District Hooghly hereinafter referred to as the "said premises" and morefully described in the First Schedule hereunder written.

H. By virtue of the aforesaid the Vendor had decided to sell the flats and/or units of the said Residential Complex known as "NORTH BROOK CITY" in favour of intending Purchaser and/or Purchasers and to receive and appropriate the consideration amount in respect thereof.

I. The Vendor has registered the said project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No._____.

J. In view of what is stated hereinabove the Purchaser herein has approached the Vendor for acquiring All That unit No.____ containing Carpet area of about _____ Sq.ft. and Super built-up area of about _____ Sq.ft. be the same a little more or less on the _____ floor of the said building being Block No.____ in the said Residential Complex situate at a portion of premises No.1, G.T. Road, Champdani, Baidyabati, Hooghly – 712222 together with the undivided proportionate share in the land underneath the said building being Block No._____ comprised in a portion of the said premises morefully described in the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter collectively referred to as the "said Unit" which is morefully described in the Second Schedule hereunder written for their exclusive use for residential purpose only.

K. In view of what is stated hereinabove the Vendor has agreed to sell and the Purchaser has agreed to purchase All That unit No.____ containing Carpet area of about _____ Sq.ft. and Super built-up area of about _____ Sq.ft. be the same a little more or less on the _____ floor of the said building being Block No.____ in the said residential complex situate at a portion of premises No.1, G.T. Road, Champdani, Baidyabati, Hooghly – 712222 together with the undivided proportionate share in the land underneath the said building being Block _____ comprised in a portion of the said premises morefully described the First Schedule stated hereunder attributable thereto and together with right to use and enjoy the common areas parts and facilities of the said building hereinafter

collectively referred to as the "said Unit" which is morefully described in the Second Schedule hereunder written at or for a total consideration of Rs._____ (Rupees_____ only free from all encumbrances and charges subject however to the terms conditions covenants and stipulations as stated hereunder.

L. The Vendor has provided common facilities and services together with lighting, sewerage system, water supply network, in an over or under the said premises and the said building being Block No._____ that will serve the occupiers for use and occupation of the said Residential Complex known as NORTH BROOK CITY.

M. On or before execution of this Deed the Purchaser has inspected, examined and got itself acquainted and fully satisfied about the title of the Vendor in respect of the said Unit, sanctioned plan, the measurement of the Carpet area of about _____ Sq.ft. and Super built-up area of the said Unit and has accepted the specifications of the materials used therein and the said building as well as the dimensions designs and drawings of the said unit and buildings and has accepted the same as envisaged herein and shall not be entitled to raise any query or objection thereto.

N. The Purchaser has purchased the said unit as it shall stand as per the sanctioned plan provided however the Purchaser hereby empowers to the Vendor to make minor additions and alterations in the said Unit and Residential Complex subject to compliance of W.B. Housing Industry Regulation Act, 2017 if any.

O. The Purchaser has paid all the amounts as stated herein and thereafter the Purchaser herein has requested the Vendor to execute and register the

Deed of Conveyance in respect of the said unit morefully described in the Second Schedule stated hereunder and to hand over possession of the said unit subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder.

P. The Purchaser is fully satisfied with regard to the area, dimensions, quality of construction and workmanship with respect to the said construction at the said unit and building block No.____ and has no complaint grievances whatsoever with regard to the same.

Q. It is recorded that the covenants, stipulations and restrictions set out hereunder and in the Schedules hereto shall be binding upon the Purchaser herein and upon each Co-Purchaser of their respective units and the Purchaser shall impose the same covenants stipulations and restrictions upon the future Purchaser upon every future sale by them of their respective units in the said building to the intent that any Purchaser for the time being of any unit in the said building may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other units therein.

R. In view of what is stated hereinabove this Deed of Conveyance is being executed by the Vendor as stated hereunder.

1. DEFINITIONS :

1.1 ARCHITECT means the person for the time being appointed to act as architect in relation to the said Residential Complex.

- 1.2 ASSOCIATION shall mean the Organisation of the Owners of the Units to be formed for the purpose of supervision of the management and maintenance of the said Residential Complex by the Association.
- 1.3 COMMON AREAS shall mean and include those areas of the said Residential Complex that are not allotted to a particular Purchaser but are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in the Fourth Schedule hereunder written.
- 1.4 COMMON AMENITIES AND FACILITIES shall mean and include those facilities provided by the Vendor as specified in the Fourth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors.
- 1.5 CARPET AREA shall mean the net usable floor area of the said Unit excluding the area covered by the external walls areas under service shafts but includes the area covered by the internal partition walls of the unit.
- 1.6 COMMON EXPENSES shall include all kinds of expenses to be incurred by or on behalf of the unit holders for the maintenance and upkeep of the common areas and facilities of said Residential Complex and/or the said premises and those specified under the Fifth Schedule hereto.
- 1.7 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said Residential Complex and/or the said premises

- 1.8 SAID PREMISES shall mean All That piece and parcel of land admeasuring 3.749 Acres be the same a little more or less comprised in the said premises morefully described in the First Schedule stated hereunder.
- 1.9 PLAN shall mean the plans, drawings, specifications sanctioned by the appropriate authorities of the Champdany Municipality being Building Permission No. _____ dated _____ and revised Plan No. 64/S dated 28th May, 2018 for construction of the said Residential Complex on the said premises and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Architect/Vendor.
- 1.10 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion in which the super-built area of any unit bears to the entire super built up areas of all the units of the said Residential Complex.
- 1.11 PURCHASER / ALLOTTEE shall mean
The individual his/her heirs, executors, administrators and legal representatives.
- 1.12 RESIDENTIAL COMPLEX shall mean constructed areas comprising of Buildings being Block Nos. A, B, C, D, E, F & G _____ and other constructed areas at the said premises, together with the common areas and facilities therein.
- 1.13 SAID UNIT shall mean All That the Unit more fully described in the Second Schedule hereunder written.

- 1.14 SUPER BUILT-UP AREA shall mean the constructed area of the said Residential Complex and shall include the plinth area, foundations, walls, columns, beams supports etc. as well as areas of common uses and facilities as shall be determined by the Architect.
- 1.15 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST and Taxes, duties, levies, surcharges, cess or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the said Residential Complex and/or the Buildings known as "NORTH BROOK CITY" and/or the said Unit in the said building as may be applicable.
- 1.16 UNDIVIDED SHARE shall mean the proportionate impartible variable undivided share in the land underneath the said Block No._____ in a portion of the said Premises attributable to the said Unit.
- 1.17 UNIT HOLDER shall mean the persons who have for the time have acquired any unit or units in the said Residential Complex but shall not include a tenant or licensee of such Unit Holder.
- 1.18 VENDOR shall mean the said Northbrook Jute Company Ltd. and its successors and/or successors-in-interest.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs._____ (Rupees _____) only of lawful money of the Republic of India in hand well and truly paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge to have received and doth hereby acquit release and discharge the said unit and every part thereof as

also the Purchaser) the Vendor doth hereby sell grant convey transfer by way of sale assign and assure unto the Purchaser ALL THAT unit No.____ containing Carpet area of about _____ Sq.ft. and Super built-up area of about _____ Sq.ft. be the same a little more or less on the _____ floor of the said building being Block No.____ in the said Residential Complex situate at a portion of premises No.1, G.T. Road, Champdani, Baidyabati, Hooghly – 712222 together with the undivided proportionate share in the land underneath the said building being Block _____ comprised in a portion of the said premises situate at 1, G.T. Road, Champdani Baidyabati, Hooghly, Pin – 712222 morefully described in the **First Schedule** stated hereunder, attributable thereto and together with right to use and enjoy the common areas and facilities of the said building being Block No.____ hereinafter collectively referred to as the "said Unit" and more fully described in the **Second Schedule** hereunder written and delineated in the Plan hereto attached TOGETHER WITH the right in common with the owners and occupiers for the time being of other units of the buildings in the said Residential Complex and all others having like right to use for the purpose of ingress and egress from the said unit entrance, staircase landing in the said building and using for all purposes in common with the Vendor and the persons deriving title from the Vendor together with full and free liberty to pass and repass over and along any of the passage leading to and from the said unit but excepting and reserving the easements and rights as specified in the **Third Schedule** hereinafter written and the said unit is transferred subject to and with the benefit of such easements as specified and morefully set out in the **Fourth Schedule** stated hereunder TOGETHER WITH all rights liberties privileges easements advantages and appurtenances whatsoever thereunto belonging or held or occupied or reputed as part or member thereof or appurtenant therewith AND ALL the estate right title and interest claim and demand whatsoever of the Vendor into upon or in respect of the said undivided proportionate share of land underneath the building of the said unit and every part thereof AND ALL deed

pattahs writings muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendor or any person or persons from whom they may procure the same without any action either at law or in equity **TO HAVE AND TO HOLD** the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever subject to the obligation of the Purchaser proportionately contributing and paying for common expenses, the rates and taxes and levies etc. morefully described in the **Sixth Schedule** hereunder written for maintaining the common parts, paths and pathways, repairing roads and ways and renewing common facilities as fully described in the **Fifth Schedule** hereunder written subject to rights excepted and reserved, covenants, restrictions, stipulations, terms and conditions on the part of the purchaser to be observed and performed with regard to the mode of user of the said unit imposed on the Purchaser as obligations intended to be binding in perpetuity on the said unit hereby conveyed and all future owners thereof provided that the maintenance, repair and/or up keep of all the common areas as fully described in the **Fifth Schedule** hereunder written shall be carried out by the Vendor on payment of proportionate charges and common expenses morefully described in the **Sixth Schedule** hereunder written by the Purchaser until formation of an association of all the unit owners and/or a maintenance Agency as the case may be and subject to the covenants, restrictions, stipulations, terms and conditions as stated in the **Seventh Schedule** hereunder written.

THE VENDOR DOTI HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

a) THAT the Vendor has good right full power and absolute authority to grant convey transfer by way of sale assign and assure the said unit hereby

conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid ;

b) AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly enter upon occupy or possess and enjoy the same and receive the rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Vendor or any person or persons having or claiming or to claim from under or in Trust from the Vendor or any of its predecessors-in-title ;

c) AND THAT the Purchaser shall hold the said unit free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Vendor and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever and made executed occasioned and suffered by the Vendor or any of its predecessors-in-title or any person or persons having or claiming as aforesaid ;

d) AND FURTHER THAT the Vendor and all persons having or claiming any estate right title or interest in the said unit or any part thereof from under or in trust for the Vendor or any of its predecessors-in-title shall and will at all times hereafter at the request and cost of both the parties doth and execute and cause to be done and/or executed all such further and other acts deeds and things conveyances and assurances whatsoever for further better and more perfectly and absolutely granting the said unit and every part thereof unto and to the use of the Purchaser as may be reasonably required ;

e) The Vendor hereby confirm to have delivered peaceful and vacant possession of the said unit to the Purchaser before the execution of these presents ;

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-

- a) To pay proportionate maintenance charges including management fees applicable to the said Unit and to co-operate with the Vendor, Association and Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of North Brook City;
- b) To observe the rules or regulations as may be framed from time to time by the Vendor and Association and/or Maintenance Agency in respect of the said North Brook City;
- c) To allow the authorized representatives of the Vendor and/or Maintenance Agency with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in North Brook City;
- d) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;
- e) The Purchaser shall pay to the suppliers all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the said unit including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

- f) The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Unit that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Vendor, occupier or any other person.

- g) The Purchaser shall be liable for:
 - i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said unit and applicable to the said premises;
 - ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement / Deed of Conveyance;
 - iii) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Deed ;

- h) The name of the Residential Complex shall be NORTH BROOK CITY.

- i) The right of the Purchaser shall remain restricted to the Said Unit and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building being Block No.____ and the said Residential Complex and/or the said premises.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- i) The Vendor shall be entitled to all future vertical exploitation of the said buildings of "North Brook City" by way of additional construction or otherwise in accordance with law.
- ii) The Purchaser shall have no right in the roof of the building being block No._____ any of the constructed areas and open spaces at the said premises save and except the said unit, which shall be under the exclusive ownership, control, use and possession of the Vendor and the Vendor shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Vendor.
- iii) The Purchaser shall deposit with the Vendor, Association and Managing Agency necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Vendor, Association and Managing Agency as the case may be. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.
- iv) The Vendor has framed a scheme for maintenance and management of common areas and common amenities and facilities of the said Residential Complex known as NORTH BROOK CITY and overall management and control of the common areas together with amenities and facilities in North Brook City shall be vested in the Association and/or Maintenance Agency to be appointed by the Vendor and all decisions with respect to the management and control shall

be binding on all the Purchasers of the said Residential Complex known as North Brook City.

- v) After the Vendor appoints the management company and/or Association all the rights and obligations of the Vendor with regard to the common purposes which shall be exercised by the said management company and/or Association and the Vendor shall be freed and discharged from all the obligation in respect thereof.
- vi) The Purchaser shall bear and pay the proportionate costs charges and expenses of the said Residential Complex together with management fees thereof to the Vendor and/or Maintenance Agency and/or Association.
- vii) The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said North Brook City.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - I

ALL THOSE pieces and parcels of land containing by admeasurement a total area of 3.749 Acres be the same a little more or less comprised in the following Dags :-

<u>R.S. Dag</u>	<u>R.S.Khatian</u>	<u>Corresponding</u>		<u>Area</u>
		<u>L.R. Dag</u>	<u>L.R. Khatian</u>	<u>In decimal</u>
3957	476	4115	1026/7	.270
3963	477	4121	1026/7	.058
3970	477	4128	1026/7	.039

3964	477	4122	1026/7	.012
3969	477	4127	1026/7	.254
3965	477	4123	1026/7	.039
3956	476	4114	1026/7	.244
3695	477	3707	1026/7	.013
3967	476	4125	1026/7	.003
3968	476	4126	1026/7	.011
3665	477	3781	1026/7	.046
3604	477	3705	1026/7	.035
3700	477	3704	1026/7	.087
3662	477	3774	1026/7	.302
3701	477	3775	1026/7	.086
3606	477	3709	1026/7	.754
3651	477	3759	1026/7	.402
3971	477	4129	1026/7	.620
3962	477	4120	1026/7	.128
3696	476	3706	1026/7	.062
3661	477	3773	1026/7	.284
			Total area	<u>3.749 Acres</u>

situate lying at in Mouza Gourhati, Champdany, J.L. No.21, P.S. Bhadreswar, District Hooghly being a portion of 1, G.T. Road, Champdani, Baidyabati, Hooghly – 712222 and butted and bounded as follows :-

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

PART – II

BLOCKWISE LAND AREA

BLOCK - A

<u>L.R. Dag Nos.</u>	<u>R.S. Dag Nos.</u>	<u>Land Areas</u>
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3773	3661	Land area Underneath the Building <u>548.43 Sq. Mtrs.</u>
3774	3662	
3781	3665	

BLOCK – B

L.R. Dag Nos.	R.S. Dag Nos.	<u>Land Areas</u>
3773	3661	Land area Underneath the Building <u>548.43 Sq. Mtrs.</u>
3774	3662	
3781	3665	

BLOCK – C

L.R. Dag Nos.	R.S. Dag Nos.	<u>Land Areas</u>
3781	3665	Land area Underneath the Building <u>548.43 Sq. Mtrs</u>
3706	3696	
4125	3967	
4126	3968	
4127	3969	
4123	3968	
4124	-	
4114	3956	

BLOCK – D

L.R. Dag Nos.	R.S. Dag Nos.	<u>Land Areas</u>
3781	3665	Land area Underneath the Building <u>548.43 Sq. Mtrs</u>
3707	3698	
4127	3969	
4129	3971	

BLOCK – E

L.R. Dag Nos.	R.S. Dag Nos.	<u>Land Areas</u>
4129	3971	Land area Underneath the Building <u>423.9 Sq. Mtrs</u>
4128	3970	

BLOCK – F

L.R. Dag Nos.	R.S. Dag Nos.	<u>Land Areas</u>
4129	3971	Land area Underneath the

		Building <u>477.41 Sq. Mtrs</u>

BLOCK – G

<u>L.R. Dag Nos.</u>	<u>R.S. Dag Nos.</u>	<u>Land Areas</u>
3759	3651	Land area Underneath the Building <u>410.51 Sq. Mtrs</u>
3709	3606	

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Said Unit)

ALL THAT the said Unit No. _____ containing Carpet area of about _____Sq. ft. and Super Built up area of about _____Sq.ft. on the _____ floor of the building being Block No.____ in the said Residential Complex known as NORTH BROOK CITY at the said premises together with undivided proportionate impartible variable share in the land underneath the said building being Block No.____ comprised in a portion of an area measuring about _____ of the said premises situate at 1, G.T. Road, Champdani, Baidyabati, Hooghly – 712222 attributable thereto and together with right to use and enjoyment of the common areas and amenities of the said building being Block No._____;

THE THIRD SCHEDULE ABOVE REFERRED TO :

(RIGHTS AND EASEMENTS EXCEPTED AND RESERVED)

- a) The right in common with the Owners and occupiers for the time being of the other Units in the said building and all others having the like right to use for the Purposes of access to and egress from the entrance, staircases, landings in the said building and such of the passages therein.

- b) The right with or without workmen and necessary materials to enter from time to time upon the said Unit but without causing any undue inconvenience to occupants thereof for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c) A right of protection for the said Unit by other portion or portions of the said building and by all parts of the said building.
- d) A right to attach to the joist immediately above the said Unit ceilings for the various parts of the Unit and right to do such things affecting such joist as may be necessary in the repair and replacement of such ceilings.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(RIGHTS AND EASEMENTS ATTACHED)

- a) The Purchaser shall be entitled to all privileges and rights including right of vertical and lateral supports easements quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said Unit.
- b) The Purchaser and his Servants, Agents, Employees and invitees shall have the right of access in common with the Owners and occupiers for the time being of the other Units at all times and for necessary purposes connected with the use and enjoyment of their respective Units and common parts with vehicles over and along the drive way and/or pathways for entry into the said building provided always and it is hereby declared that nothing herein contained shall permit the Purchaser and/or his servants, agents and employees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise free passage of other persons properly entitled to such rights of way as aforesaid.

c) The Purchaser shall have the right of protection of the said Unit by or from all parts of the said building so far as may be necessary including right of support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said Unit through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said Unit.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(Common Areas)

1. The foundation, columns, beams, supports corridors, lobbies, stairs, stairways, landings, entrances exits and path-ways driveways.
2. Common entrance and passage on ground floor.
3. Water pump, water tank, water pipes and other common plumbing installation.
4. Electric wiring, motor and fittings and Transformer if any.
5. Drainage and sewers including manholes, etc.
6. Pump house.
7. Common Toilets.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space within the said premises and/or the building as are necessary and as may be specified but excluding the other open and/or covered areas or space of the Jute Mill which shall be used or allowed to be used exclusively by the Vendor for different purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of administration and maintaining, redecorating, repairing replacing and renewing etc. of the main structure, the roof, gutters, and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one unit in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the said residential complex.
2. The cost of white washing cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of chowkidars, sweepers, security guards.
4. Maintaining all Common Areas and Facilities.
5. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said unit and premises or any part thereof.
6. Generally managing, maintaining and administering and protecting the common areas and amenities in the said premises.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

As from the date of possession of the Said Unit, the Purchaser agrees and enter into the following restrictive covenants that the said unit will be conveyed subject to the performance and observance of the following covenants, stipulations and restrictions.

- i) To co-operate with the Vendor and/or Association in the management and maintenance of the said common areas of the Residential Complex ;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendor and/or association in respect of the said Residential Complex ;
- iii) To allow the authorized representatives of the Vendor and/or and/or Association with or without workmen to enter into the said unit for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other unit in the Residential Complex.
- iv) To pay the charges of the electricity and other utilities in or relating to the said unit wholly for the Said Unit and proportionately in relating to the common expenses;
- v) Not to sub-divide the Said Unit or any portion thereof :

- vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said unit or in the building and/or compound or in any portion of the building or in any part of the said Residential Complex or in the Common parts save at the places indicated therefor and to maintain the cleanliness of the said Residential Complex as per the Swacch Bharat Abhiyan Scheme launched by the Government of India.
- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Unit or in the common areas and not to block any common areas and not to block any common areas of the building and/or Residential Complex in any manner ;
- viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Unit ;
- ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof ;
- x) Not to do or cause anything to be done in or around, the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or any part thereof or the fittings and fixtures affixed thereto ;
- xi) Not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Unit ;

- xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect and Vendor ;
- xiii) Not to make in the Said Unit any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or any concerned authority ;
- xiv) Not to fix or install any antenna on the roof of the said building or any window antenna ;
- xv) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- xvi) Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Residential Complex;
- xvii) To use only those common areas as are mentioned in the Fourth Schedule hereto, for ingress and egress to the Said Unit, in common with the other occupiers of the Residential Complex and the Purchaser shall have no right on any other portion and/or space in the building being Block No.____ as well as the other building Blocks situate at the said premises and/or the said Residential Complex and/or the said premises.

- xviii) Not to obstruct or object to the Vendor doing or permitting any one to do any construction, alteration or work in the Said Building and/or Residential Complex ;

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands, seals hereunto the day month and year first above mentioned.

SIGNED SEALED AND DELIVERED

by the VENDOR at _____

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER at _____

In the presence of :-

=====
DATED THIS DAY OF 20__
=====

B E T W E E N

NORTH BROOK JUTE COMPANY LIMITED
..... VENDOR/ PROMOTER

A N D

..... PURCHASER/ALLOTTEE

DEED OF CONVEYANCE