

DEED OF CONVEYANCE

Date: / /

Nature of Document: **DEED OF CONVEYANCE**

Parties: Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives and assigns.

OWNER: SMT. ARPANA DE (PAN-ACEPC8249H, Aadhaar No.822598942404), wife of Sri Gobinda Prasad De, by faith- Hindu, by nationality- Indian, by occupation- Housewife, residing at P-31, Govt. Scheme-II, Nabaliapara Barisha, P.O.- Barisha, P.S.- Haridevpur, Kolkata-700008, hereinafter called and referred to as “ **LAND OWNER / FIRST PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**, represented by her Constituted Attorney **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S. - Narendrapur, Kolkata-700150, authorized vide board resolution dated 7/11/2024 (Vide

Book No. I, Volume No. 1604-2024, pages 374930 to 374958, Deed No. 160412869 for the year 2024).

AND

PURCHASER/S : , hereinafter called 'the PURCHASER of the SECOND PART.

AND

DEVELOPER : M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN**

(PAN- BIZPG1970R), wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI SANJIB BOSE (PAN-AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, authorized vide board resolution dated 7.11.2024, hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

Subject of Conveyance:

Transfer of said flat and Appurtenances:

Said Flat: ALL THAT piece and parcel of one facing Residential Flat No., having super built up area Sq. Ft. more or less on Floor with Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C of the G+IV Storied Building named as "....." lying and situated at ALL THAT a piece and parcel of land measuring more or less 5(Five) Cottahs 02(two) Chittacks in Mouza- Nischintapur, J.L. No. 53, R.S. Dag No. 130, 131 & 134, 135, L.R. Dag No. 253, under Khatian no. 18 & 03, 105, 82, L.R. Khatian No. 2191, being Plot No. 325 of Sri Ramakrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 652, Ramakrishna Pally, Mission Pally Road, under P.S.-

Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal, morefully described in the SECOND SCHEDULE hereunder written (hereinafter called the SAID PROPERTY).

Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is /shall be derived by taking into consideration in proportion, of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Share in Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common areas, amenities and facilities are fully described in the THIRD SCHEDULE hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Background:

Ownership of the Landowners: By virtue of the events and in the circumstances, the Landowner became the absolute owner of the Said Property, free from all encumbrances and remained in peaceful possession thereof, particularly described as follows:

- A. **WHEREAS** one "Ashrama Praktan Chhatra Sangha" a body corporated registered under Act XXI of 1860 having its registered office at Narendrapur, P.S.- Sonarpur, District- South 24 Parganas purchased **ALL THAT** a piece and parcel of land bearing Plot No. 325, measuring 5 Cottahs 2 Chittaks more or less along with other landed property, lying and situated at Mouza -Nischintapur, Pargana - Medan Malla, J.L. No. 53, comprised in Dag Nos. 130, 131 ,134, 135 under Khatian Nos. 18 , 3, 105, 82, presently within the Rajpur-Sonarpur Municipality, Ward No. 08, under Police Station - Sonarpur, District - South 24 Parganas by separate Deeds of Sale on different dates free from all encumbrances. Thereafter said "**ASHRAMA PRAKTAN CHHATRA SANGHA**" developed the said entire landed property for residential purposes and had been divided into different plots.
- B. **AND WHEREAS** one Rani De (now deceased), wife of Sarada Prasad De of R. K. Mission Ashrama, Qt. No. 12, P.O. - Narendrapur, District - South 24 Parganas purchased the said **ALL THAT** a piece and parcel of land bearing **Plot No. 325**, measuring **5 Cottahs 2 Chittaks** more or less lying and situated at Mouza - Nischintapur, Pargana -Medan Malla, J.L. No. 53, comprised in Dag Nos. 130, 131 ,134, 135 under Khatian Nos. 18 , 3, 105, 82, presently within the Rajpur-Sonarpur Municipality, Ward No. 08 under Police Station - Sonarpur, District - South 24 Parganas from said "ASHRAMA PRAKTAN CHHATRA SANGHA" by virtue of a registered INDENTURE which was duly registered at the Office of Sub-Registrar Sonarpur and recorded at Book No. I, Volume No. 19, Page 164 to 167, Being No. 1190 for the year 1969.
- C. **AND WHEREAS** said Rani De duly mutated her name in the office of B.L. & L.R.O. being L.R. Khatian No. 439, L.R. Dag No. 253 and also mutated her name Rajpur – Sonarpur Municipality, being Holding No. 652, Ward No. 8, and seized and possessed the said land by constructing a single storied house having a total area 750 Sq.ft. more

or less upon her said land and while she was possessing and enjoying the same, she died on 07.04.1997 intestate leaving behind her one son namely Subrata De (now deceased), three daughters namely Maitri De (now deceased), Bharati De (now deceased) and Gayatri De as her only legal heirs and successors to inherit the same.

- D. **AND WHEREAS** after demise of said Rani De, said Subrata De, Maitri De, Bharati De and Gayatri De became the joint owners of the said property as per the Hindu Succession Act, 1956 and while they were enjoying the same, said Bharati De, Maitrai De and Subrata De all died on 12.4.1997, 18.10.2000 & 08.10.2006 as spinsters and bachelor respectively leaving behind their sister namely GAYATRI DE as their only legal heir and successors.
- E. **AND WHEREAS** thus the said GAYATRI DE became the sole and absolute owner of **ALL THAT** a piece and parcel of land bearing Plot No. 325, measuring **5 Cottahs 2 Chittaks** more or less together with old dilapidated one storied house having a total area **750 Sq.ft.** more or less lying and situated at Mouza - Nischintapur, Pargana - Medan Malla, J.L. No. 53, comprised in Dag Nos. 130, 131, 134, 135 under Khatian Nos. 18, 3, 105, 82, L.R. Khatian No. 439, presently -within the Rajpur-Sonarpur Municipality, Ward No.08, under Police Station - Sonarpur, District - South 24 Parganas as per the HINDU SUCCESSION ACT 1956 and since then the said GAYATRI DE had been possessing and enjoying the said property by paying the relevant taxes to the appropriate authority concerned free from all encumbrances.
- F. **AND WHEREAS** by a Deed of Gift dated 16th day of December, 2008 said Gayatri De gifted and transferred **ALL THAT** a piece and parcel of bastu land bearing Plot No. 325, measuring **5 Cottahs 2 Chittacks** more or less together with old dilapidated one storied house having a total area **750 Sft.** more or less lying and situated at Mouza -

Nischintapur, Pargana - Medan Malla, J.L. No. 53, comprised in Dag Nos. 130, 131 & 105, 82, under Khatian Nos. 18 & 3, 105, 83, presently within the Rajpur-Sonarapur Municipality, Ward No. 08, within **SHRI RAMAKRISHNA PALLI** under Police Station - Sonarpur, District - South 24 Parganas, together with all sorts of easement rights over the 30' wide Road on the Western side adjacent to the said property unto and in favour of Smt. Arpana De, the land owner herein. The said Deed of Gift has been duly registered before D.S.R.-IV, South 24 Parganas and recorded in Book No.I, CD Volume No. 3, pages from 2307 to 2324, being No. 00721 for the year 2011.

- G. **AND WHEREAS** by virtue of the aforesaid Deed of Gift, the said Smt. Arpana De, the land owner herein become the sole and absolute owner of bastu land bearing Plot No. 325, measuring 5 Cottahs 2 Chittacks more or less together with old dilapidated one storied house having a total area 750 Sft. more or less and thereafter demolished 650 sq.ft. structure out of 750 sq.ft. structure and since then the vendors herein seized and possessed **5 Cottahs 2 Chittacks** more or less, along with 100 sq.ft. structure lying and situated at Mouza - Nischintapur, Pargana - Medan Malla, J.L. No. 53, comprised in Dag Nos. 130, 131 & 105, 82, under Khatian Nos. 18 & 3, 105, 83, presently within the Rajpur-Sonarapur Municipality, Ward No. 08, within **SHRI RAMAKRISHNA PALLI** under Police Station - Sonarpur, District - South 24 Parganas, together with all sorts of easement rights over the 30' wide Road on the **Western side** adjacent to the said property and enjoying the same free from all encumbrances by paying rent and taxes thereof.
- H. **AND WHEREAS** some typographical mistake is found in the said Deed of Gift dated 16th day of December, 2008 and for rectification the said mistake, the legal heirs of Gayatri De namely (1) Sri Gobinda Prasad De (2) Smt. Geeti Kar, as Declarant no.1 and Smt. Arpana De, as Declarant no.2 jointly executed a Deed of Declaration dated 31.07.2024

and registered in the office of D.S.R.-III, Alipore, South 24 Parganas, and recorded in Book No. IV, being No. 554 for the year 2024 and they declare that Dag no. 130, 131 & 105, 82 should be read as “Dag no. 130, 131 & 134, 135 AND Khatian no. 18 & 3, 105, 83” should be read as “Khatian no. 18 & 3, 105, 82 in the said Deed of Gift and attached plan.

- I. **AND WHEREAS** now the land owner herein is seized and possessed **ALL THAT** a piece and parcel of bastu land bearing Plot No. 325, measuring **5 Cottahs 2 Chittacks** more or less, along with 100 sq.ft. structure lying and situated at Mouza - Nischintapur, Pargana - Medan Malla, J.L. No. 53, comprised in Dag no. 130, 131 & 134, 135, L.R. Dag No. 253, under Khatian no. 18 & 3, 105, 82, L.R. Khatian No. 439, presently within the Rajpur-Sonarapur Municipality, Ward No. 08, within **SHRI RAMAKRISHNA PALLI** under Police Station - Sonarpur, District - South 24 Parganas, together with all sorts of easement rights over the 30' wide Road on the **Western side** adjacent to the said property, more fully described in the Schedule “A” hereunder.
- J. **AND WHEREAS** said Smt. Arpana De mutated their name in Rajpur-Sonarapur Municipality being holding no. 652, R.K.Pally in ward no. 8, and mutated her name in B.L & L.R.O being L.R. Khatian No. 2191 and paid taxes regularly and also are enjoying the property with free from all sorts of encumbrances.

AND WHEREAS the Owner/First Party has sanctioned a building plan from the Rajpur- Sonarpur Municipality, being sanction Plan No. **SWS-OBPAS/2207/2025/2281** dated **20.09.2025** for construction of a G+IV storied building over the Schedule “A” land.

DEVELOPMENT AGREEMENT:

Said Land owner, **SMT. ARPANA DE (PAN-ACEPC8249H, Aadhaar No.822598942404)**, wife of Sri Gobinda Prasad De, by faith- Hindu, by nationality- Indian, by occupation- Housewife, residing at P-31, Govt. Scheme-II, Nabaliapara Barisha, P.O.- Barisha, P.S.- Haridevpur, Kolkata-700008, entered into a Development Agreement, on dated 11/12/2024 with **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith

Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI SANJIB BOSE (PAN-AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, authorized vide board resolution dated 7.11.2024, Developer herein, for construction a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the D.S.R. – IV, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2024, Pages From 374987 To 375036, being No. 160412862 for the Year 2024.

GENERAL POWER OF ATTORNEY:-

The said land owner **SMT. ARPANA DE (PAN-ACEPC8249H, Aadhaar No.822598942404)**, wife of Sri Gobinda Prasad De, by faith- Hindu, by nationality- Indian, by occupation- Housewife, residing at P-31, Govt. Scheme-II, Nabaliapara Barisha, P.O.- Barisha, P.S.- Haridevpur, Kolkata-700008, hereinafter called and referred to as “**LAND OWNER / FIRST PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**, represented by her Constituted Attorney **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the

case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its authorized signatory **SRI. SANJIB BOSE (PAN- AIZPB5960H), (Aadhar No. 371816392380)** son of Late Narendra Mohan Bose, by faith-Hindu, by nationality- Indian, by occupation- Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S. - Narendrapur, Kolkata-700150, authorized vide board resolution dated 7/11/2024 (Vide Book No. I, Volume No. 1604-2024, pages 374930 to 374958, Deed No. 160412869 for the year 2024), appointing the said **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramakrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G,**

AADHAAR No. 242269140051), wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, authorized vide board resolution dated 7.11.2024, as his Constituted Attorney.

PLAN SANCTION:

With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its B.P. No. **SWS-OBPAS/2207/2025/2281** dated **20.09.2025** for construction of a G+IV Storied Building over the said premises sanctioned by the Kolkata Municipality Corporation.

Construction of Building: The said Developer is constructing a multi-storeyed building namely **“UDBODHAN”** known the said land more fully described in the FIRST SCHEDULE hereunder written.

SUPER BUILT UP AREA: Super Built Up Area means the total covered area plus proportionate share of service area.

SALE OF COMPOSITE UNIT: Pursuant to an execution of Agreement for Sale made between the Purchaser and the Landowner through his Constituted Attorney and the Developer to purchase of an Apartment in the said **"UDBODHAN"** the Developer by execution of the said Agreement for Sale, provisionally agreed to allot to the Purchaser herein the Flat, fully described in the SECOND SCHEDULE hereunder written,, subject to the Purchaser agreeing to the terms and conditions contained in the said Agreement for Sale.

SALE OF LAND SHARE: The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats (Intending **SALE:** The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in Purchaser/s).

SATISFACTION AND POSSESSION: Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated , the Developer herein had called upon the Purchaser/s to take possession of the said Flat and the Purchaser/s shall took possession thereof upon fully satisfying himself/themselves being satisfied with the title of the Vendor to

the land, the sanction of Building Plan and the specification for construction of the Apartment.

COMPLETION OF SALE: At the request of the Purchaser herein, the Landowner through his Constituted Attorney and the Developer (Collectively –the Transferors) are hereby completing the sale in respect of the said Flat in favour of the Purchaser herein.

FREE FROM ENCUMBRANCES: The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

OTHER RIGHTS: Together with all other rights appurtenant to the Said Apartment and Appurtenances.

NOW THIS DEED WITNESSES:

SALE : The Developer hereby sell, grants, transfers and conveys to the purchaser the flat together with the undivided proportionate share the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as **“UDBODHAN”** with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of Rs./- (Rupees..... Only) the entirety of which has been paid by the Purchaser to the Developer at or before the execution

hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

SALE : The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in

PURCHASER' COVENANTS:

The Purchaser doth hereby covenants with the Developer, as follows:

- 1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan (approved by Rajpur-Sonarpur Municipality) of **“UDBODHAN”** and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the **“UDBODHAN”**, Common Portions and the Building Common Portions.

- 2) The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.
- 3) The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of **“UDBODHAN”** and/or with regard to formation of maintenance organization/association for the **“UDBODHAN”** after handing over possession of the Apartment.
- 4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant Flat in the **“UDBODHAN”**.
- 5) The **“UDBODHAN”** Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody, whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of the **“UDBODHAN”**
- 6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of **“UDBODHAN”**, Common Portions, the Building Common Portions and all these liabilities shall be perpetual even

though the same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the **“UDBODHAN”** Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Landowner to the Land on which the Building is constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the **“UDBODHAN”** will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat owner/s of the Building.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the Owner/Occupier of the adjoining or neighboring Flat/s and shall not allow it to be used for any unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities, amenities and portions in the **“UDBODHAN”** in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

DEVELOPER COVENANT: The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat or more effectually transferring the said Flat to the Purchaser/s.

POSSESSION: The Developer has handed over the peaceful possession of the Flat to the Purchaser/s herein, at or before the execution hereof, which the Purchaser doth hereby admits and acknowledges.

OBLIGATION OF THE PURCHASER/S: On and from the Date of Possession, the Purchaser/s shall :

a. Residential Use: use the Said Flat for Residential purpose only, Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

b. No Alteration: Not after purchase modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the

permission in writing of the Developer. In the event the Purchaser/s make the said alterations/changes, the Purchaser/s shall compensate, the Developers as it will be estimated by the Developer.

c. No Structural Alteration: Not alter, modify or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.

d. No Sub-Division: Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

e. No Changing Name: Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.

f. No Nuisance and Disturbance: Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

g. No Storage: Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

h. No Obstruction to Developer/Association : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and

granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).

i. No Obstruction of Common Portions: Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.

j. No Throwing Refuse: Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

k. No Injurious Activities: Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.

l. No Storing Hazardous Articles: Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

m. No Floor Damage: Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.

n. No Use of Machinery: Not install or operate any Machinery or equipment except household appliances.

o. No Right in Other Areas: The Purchaser/s shall not have any right in the other portions of the said Property and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

Developer's Covenants: The Developer covenants with the Purchaser/s and admit and accept that:

No Creation of Encumbrance: The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.

COSTS OF STAMP DUTY AND REGISTRATION FEE: The Purchaser will bear and pay the costs of Stamp Duty and Registration Fees of this Conveyance and other legal expenses for the registration.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises)

ALL THAT a piece and parcel of land measuring more or less 5(five) Cottahs 02(two) Chittacks in Mouza- Nischintapur, J.L. No. 53, R.S. Dag No. 130, 131 & 134, 135, L.R. Dag No. 253, under Khatian no. 18 & 03, 105, 82, L.R. Khatian No. 2191, being Plot No. 325 of Sri Ramakrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 652, Ramakrishna Pally, Mission Pally Road, under P.S.- Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal, the said land is butted and & bounded by : -

ON THE NORTH : Plot No. 326, Ramakrishna Palli.

ON THE SOUTH : Plot No. 324, Ramakrishna Palli.
ON THE EAST : Plot No. 330, Ramakrishna Palli.
ON THE WEST : 30'-0" wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

ALL THAT piece and parcel of one facing Residential Flat No., having super built up area..... Sq. Ft. more or less on Floor with Tiles Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C. of the G+IV Storied Building named as **“UDBODHAN”** consisting of several self contained flats, Car Parking Spaces, and other spaces TOGETHER WITH undivided proportionate share of land fully described in the FIRST SCHEDULE hereinabove written TOGETHER WITH right to enjoy the proportionate share or interest in the common areas and parts of the said building, fully described in the THIRD SCHEDULE hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the FOURTH SCHEDULE hereunder written TOGETHER WITH the Net price shall be paid in the manner mentioned in the FIFTH SCHEDULE hereunder written. Morefully and particularly described in the MAP or PLAN annexed herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of the Common areas and Parts)

The Owner, Intending Purchasers entitled to use the Common user of the Common Areas and the Common Parts mentioned in this Indenture shall include:

1. Staircase leading to all floors.
2. Main gate of the said building of the said Holding and Common Passage and lobby on the Ground Floor to Top Floor.
3. Water Pumps, Water Tank, Water Pipes and Overhead Tank on the ultimate roof and other common plumbing installation and also Pump.
4. Installation of Common Services viz. Electricity, Water Pipes, Sewerage, Rain water pipes.
5. Lighting in common space, passage, staircase including electric Meter, and its fittings.
6. Common Electric Meter and Box.
7. Electric wiring, Meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the Units, and any other unit beside the same on any side thereof.
8. Windows, Doors, Grills and other fittings of the common areas of the Building.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Holding of the building as are necessary for use and occupancy of the units.

10. Electrical wirings, Meters (excluding those installed for any particular flat).

11. All other facilities or elements or any improvement outside the Flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.

12. The foundation, corridor, lobbies, stairways, entrance and exists, Pathways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete Floor Slab except the roof slab and all concrete ceiling and all staircase in the said building.

13. Lift & Lift Wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

The Owner herein and Co-Owners within the Building shall have to bear proportionately : -

1) The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landings, the gutters, the rainwater pipes, electric pumps, water gas pipes, electric wiring installations, sewerages, drains and all other

common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the owner, developer and intending Purchaser or other occupiers thereof.

2) The cost of clearing, maintaining and lighting the main entrance, passage, landings, staircase and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.

3) The costs and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.

4) The cost of decorating the exterior of the building.

5) The cost of repairing and maintenance of water pump, electrical installations, over lights and service charges and supplies of common utilities.

6) Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

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

SIGNED AND DELIVERED

by the VENDOR above named

in the Presence of:

1.

2.

SIGNATURE OF THE VENDOR

SIGNED AND DELIVERED

by The PURCHASER above named

in the Presence of :

1

2

SIGNATURE OF THE PURCHASER/S

SIGNED, SEALED AND DELIVERED

by the DEVELOPER above named

in the Presence of :

1

2

SIGNATURE OF THE DEVELOPER/S

RECEIVED of and from the within named Purchaser, the sum of Rs./- (Rupees) by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below :

MEMO OF CONSIDERATION

SL. No.	Particulars	Amount
1.	Paid by Cheque No. drawn on dated	
2.	Paid by Cheque No. branch drawn on dated	
3.	Paid by Cheque No. drawn on Bank Dated	
Total		Rs. /-

RUPEES ONLY

WITNESSES

1

2.

SIGNATURE OF THE DEVELOPER