

CONVEYANCE DEED

1 Date:

2 Place: Kolkata.

3 Parties:

3.1 (1) **PARAMITA MUKHERJEE** (PAN. AXAPM3771H, AADHAAR NO. 895942418708), wife of Late Supriyo Mukherjee, aged about 60 years, by faith Hindu, by occupation Housewife, residing at 38, Jubilee Park, P. S.- Golf Green previously Jadavpur, P.O.- Tollygunge, Kolkata- 700033 , (2) **SOHINI MUKHERJEE SETT** (PAN.AWTPM4480F, AADHAAR NO. 215460766355), wife of Surajit Sett , daughter of Late Supriyo Mukherjee, aged about 37 years, by faith Hindu, by occupation Chartered Accountant, presently residing at 62, Penny Crescent Glasgow, Lanakshire, G43,IDR, Scotland and also having her residence at 90, Raja Dinendra Street, P. S.- Maniktala, P.O.- Sahitya Parishad, Kolkata- 700006, (3) **SAPTARSSHI MUKHERJEE** (PAN.CULPM5637E, AADHAAR NO. 309358810555), son of Late Supriyo Mukherjee, aged about 29 years, by faith Hindu, by occupation service, having permanent residence at 38, Jubilee Park, P. S.- Golf Green previously Jadavpur, P.O.- Tollygunge , Kolkata - 700033, presently residing at Ruppertstrasse 24,80337, Munich, Germany, hereinafter collectively referred to as “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include their respective heirs, successors, executors, administrators, successors and assigns) of the **ONE PART**. The OWNER numbers 1 to 3 are represented by their Constituted Attorneys, Palash Mazumder (PAN AHKPM6085G, AADHAAR NO. 967873176994) and Lalit Baid (PAN AEBPB4890E, AADHAAR NO. 574504847204), both partners of Skyline Projects (PAN

ABWFS3367H), a partnership firm, having its office at Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. – Gariahat , P.O.- Ballygunge Kolkata-700019.

3.2 SKYLINE PROJECTS (PAN ABWFS3367H), a partnership firm having its office at Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O.- Ballygunge Kolkata-700019, represented by its partners Palash Mazumder (**PAN AHKPM6085G, AADHAAR NO. 967873176994**), aged about 52 years, son of late Bijan Bandhu Mazumder , by faith Hindu , by occupation business, carrying on business from Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O.- Ballygunge Kolkata-700019, and Lalit Baid (**PAN AEBPB4890E, AADHAAR NO. 574504847204**), aged about 58 years , son of late Sampat Mull Baid, by faith Jain, by occupation business, carrying on business from Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O. - Ballygunge Kolkata-700019 hereinafter referred to the as **Developer/Promoter** (which expression unless to the context shall mean and include their respective heirs, future partners, assigns, nominees, executors and administrators)

AND

3.3 **Mr./Mrs** _____ (**PAN** _____, **AADHAAR** _____)
son/daughter/wife of Mr./Mrs _____, aged about _____
years, by faith _____, by occupation _____, residing at
_____, hereinafter referred to as **Purchaser/Allottee** (which
includes successors-in-interest/ heirs, successors, executors and
administrators).

Vendors/Owners, Purchaser/Allottee and Developer/ Promoter
collectively **Parties** and individually **Party**.

3.4 **Owner No.1 to 3 collectively called Owners**

Owners, Purchaser/Allottee and Developer/Promotor collectively **Parties**
and individually **Party**

**NOW THIS CONVEYANCE WITNESSES, RECORDS, GOVERNS
AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE
PARTIES AS FOLLOWS:**

4. Subject Matter of Conveyance:

4.1 **Said Flat/Apartment : Residential Flat No.** _____ **on the** _____
floor, described in **Part-I** of the 2nd **Schedule** below (**Said Flat**), in the
proposed building named “**Skyline Aparajita**” at Premises no. 38,
Jubilee Park, P. S.- Golf Green previously Jadavpur , P.O.-Tollygunge,
Kolkata- 700033 described in **Part-I** of the 1st **Schedule** below (**Said
Premises**).

- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said building.
- 4.3 **Area Calculation And Variations:** The carpet area of the said flat/apartment no. _____ is _____ square feet alongwith an exclusive balcony having a carpet area of _____ square feet i.e a total carpet area of _____square feet more or less, corresponding to _____square feet of built up area more or less. The Purchaser has taken inspection of the Sanctioned plans and also the revised plans/Completion Plans and are satisfied with the measurements mentioned therein. The Purchaser has also verified the physical measurements of the flat and are completely satisfied with the same.
- 4.4 **Parking Space** One covered car parking no. _____ admeasuring 135 Sq.ft. more or less in the ground floor described in **Part-II** of the 2nd **Schedule** below (**Parking Space**).
- 4.5 **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**), the said common areas, amenities and facilities being described in the 3rd **Schedule** below (collectively **Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said building. The Said Flat, the Land Share, the Parking Space (if any) and the Share in Common Portions, collectively described in **Part-IV** of the 2nd **Schedule** below (collectively **Said Flat And Appurtenances**).

5 Background:

- 5.1 **Ownership and Title of Owners:** The Owners and the Developer/ Promoter have represented to the Purchaser/ Allottee that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1st Schedule** below (**Devolution Of Title**), the Owners became the absolute and undisputed Owners of the Said Premises 38, Jubilee Park, P. S.- Golf Green previously Jadavpur , P.O.-Tollygunge, Kolkata- 700033, within Ward No. 94 of The Kolkata Municipal Corporation, free from all encumbrances and the Owners are all in peaceful possession thereof. The said land is earmarked for the purpose of building comprising of several self contained flats. The said flat/apartment falls in the share of the Developer/ Promoter, and hence the Developer/Promoter is entitled to receive all payments in terms of this agreement in regard there to. The Developer/ Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners and/ or the Developer/ Promoter regarding the Said Land on which the project is to be constructed have been completed.
- 5.2 **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said building thereon and selling the flats and other covered and open spaced thereat (**Units**), the Owners and/or the Developer/Promoter had got a building plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2025100018 dated 06/05/2025 (**Sanctioned Plan**), which includes all sanctioned/permissible modifications made / to be made thereto, if any, from time to time. The Said plan has been further revised and approved U/R – 26(2a) & (2b) of the KMC Building Rules on 09.02.2026. The Developer/Promoter has obtained the final completion plan of the building.

- 5.3 **Registration of the Project:** The Developer/Promoter has registered the Project under the provision of the Act with the Real Estate Regulation and Development Act 2016 (16 of 2016) under registration no _____
- 5.4 **Scheme:** The Owners and the Developer/Promoter had formulated a scheme for sale of flats and other Units in the Said building.
- 5.5 **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) .
- 5.6 **Application and Allotment:** The Purchaser/Allottee has applied to the Developer/Promoter for purchase of the said flat/apartment no _____ in the _____ floor having a carpet area of _____ square feet alongwith an exclusive balcony having a carpet area of _____ square feet i.e total carpet area of _____ square feet more or less, corresponding to _____ square feet of built up area more or less alongwith one covered car parking no. _____ admeasuring 135 square feet more or less in the ground floor and along with pro rata share in the common areas . The said flat/ apartment falls in the share of the Developer/Promoter and the Developer/Promoter has allotted the same to the Purchaser/Allottee, conditional upon the Purchaser/Allottee strictly complying with the terms hereof.
- 5.7 **Sale Agreement:** By an Agreement for Sale dated _____, the Developer/Promotor and/or the Sellers agreed to sell the said flat and appurtenances thereto to the said Buyers.
- 5.8 **Payment of Consideration:** The said Purchaser/Allottee has already paid to the Developer the entire consideration for the purchase of the said Flat alongwith one covered car parking space in the ground floor and appurtenances thereto.

5.9 **Conveyance to the Purchaser:** In pursuance of the Agreement, the Developer and/or the Sellers is now completing the sale of the said flat, car parking space and appurtenances thereto in favour of the Buyer, by these presents.

6 Transfer:

6.1 **Flat and Car parking space :** The Developer/Promotor and/or the Sellers hereby sells, conveys and transfers to and unto the Buyers, absolutely and forever, free from all encumbrances whatsoever, the said flat, car parking space and Appurtenances thereto described in **Part-I and Part-II** respectively of the **2nd Schedule** below, comprising of the following :

6.1.1 **Land Share:** The Land Share, i.e. an undivided, impartible, proportionate share in the land contained in the Said Premises described in Part- I of the **1st Schedule** below, as is attributable to the Said flat, car parking space .

6.1.2 **Share In Common Portions:** The undivided, impartible, proportionate share in the Common Portions, described in the **3rd Schedule** below, as is attributable to the Said flat, car parking space.

7. Consideration:

7.1 **Total Consideration:** The aforesaid transfer of the Said flat, car parking space in the ground floor and appurtenances is being made in consideration of a sum of Rs. _____/- (Rupees _____ Only) paid by the Purchaser/Allottee to the Developer/Promotor, and the Developer/Promotor admits and acknowledges the receipt of the same as mentioned in the Memo of Consideration herein after.

8. Terms of Transfer

8.1 **Salient Terms:** The transfer of the Said flat, car parking space and appurtenances being effected by this Conveyance is:

8.1.1 **Sale:** A Sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and forever.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances of any and every nature whatsoever.

8.1.4 **Benefit of Common Portions:** Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **3rd Schedule** below, in common with the other co-owners of the Building.

8.2 **Subject to:** The transfer of the Said flat and car parking space and Appurtenances being effected by this Conveyance is subject to :

8.2.1 **Payment of Maintenance Costs:** In addition to the Total Consideration already paid, the Purchaser/Allottee shall regularly and punctually pay proportionate share of all costs and expenses for common electricity meter, lift maintenance, betterment fees and special amenities/facilities and taxes and all other charges as described in **4th Schedule** below.

8.2.2 **Indemnification by Purchaser:** Indemnification by the Purchaser/Allottee about the Purchaser/Allottee faithfully and punctually observing and performing all Covenants (defined below), stipulations and obligations

required to be performed by the Buyer hereunder. The Purchaser also agree to keep indemnified the Developer/Promotor and/or the Sellers and/or their successors-in-interest, of and from and against any losses, damage, costs, charges and expenses which may be suffered by the Developer and/or the Sellers and/or their successors-in-interest by reason of any default of the Purchaser .

8.2.3 **Observance of Covenants:** the Purchaser/Allottee observe, and accept the stipulations, regulations and covenants (collectively **Covenants**), described below:

- (a) **Title, Plan and Construction:** The Purchaser/Allottee have examined or caused to be examined the following and the Purchaser/Allottee are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
 - (i) The right, title and interest of the sellers , the Sanctioned Plan,all revised plans and the completion plan, all the background papers mentioned in the Devolution Of Title, the right of the Developer/Promoter and the Sellers and the extent of the rights being granted in favour of the Buyer by them in respect of the Said Flat, Car Parking space and Appurtenances thereto;
 - (ii) The Plans sanctioned and approved by the KMC
 - (iii) The construction and completion of the New Building named “**Skyline Aparajita**”, the common portions and the said flat, car parking space and Appurtenances, including the specifications, workmanship and structural stability certificate of the Structural Engineer.

- (b) **Measurement:** The physical measurement of the said flat has been taken by the Purchaser/Allottee, through their appointed Engineer & the Purchaser are satisfied that it confirms to the measurements stated herein. The Purchaser agree and covenants not to raise any dispute regarding the carpet and/or built up area of the said Flat and Car Parking space or make any claims in respect thereof.
- (c) **Satisfaction of Purchaser:** The Purchaser/Allottee is acquainted with, fully aware of and is fully satisfied about the title of the sellers, the Plans, all the background papers, the right of the Developer and/or the sellers to execute this Conveyance and the extent of the rights being granted in favour of the Purchaser and agree and covenant not to raise any objection with regard thereto.
- (d) **No Partition:** The Purchaser/Allottee shall not, at any time, claim partition of the undivided impartible proportionate share in the land contained in the Said Premises and/or the Common Portions.
- (e) **Future Transfer:** Upon the execution and registration of this Conveyance in favour of the Purchaser/Allottee, the Purchaser/Allottee may deal with or dispose off the Said Flat, Car Parking space and Appurtenances subject to the following conditions:
- (f) **Single Lot:** The Said Flat, Car Parking space and Appurtenances shall be transferred only in one lot only and not individually and cannot be partitioned .
- (g) **Mutation by the Purchaser :** The Purchaser/Allottee shall get the said Flat, said Car Parking space and Appurtenances separately assessed, by getting mutation done in respect thereof within 90 (ninety) days from the date of this conveyance and in this regard the Purchasers hereby indemnify and agree to keep the Developer/Promotor and/or the Sellers saved, harmless and indemnified. The Purchasers shall be liable to pay all taxes and outgoings as may be imposed by the KMC from the date of completion of the project irrespective of whether the Purchaser/Allottee have taken the

physical possession of the flat and car parking space. The date of the Completion Certificate issued by the KMC shall be considered for this purpose.

- (h) **Payment of Outgoings:** Pay the proportionate share of all taxes and impositions (which includes Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Betterment Fees, Water Tax, etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) relating to the Said Flat, Car Parking space and Appurtenances thereto and all penalties, costs, charges and expenses in connection therewith accruing.
- (i) **Government Levies:** The Purchaser/Allottee shall pay and remain responsible for payment of proportionate share of Works Contract Tax, Value Added Tax, GST and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time or any other increment on the existing taxes which may become payable on this transaction and/or construction and sale of the Said Flat, Car Parking space and Appurtenances and in this regard. the Purchaser hereby undertakes to indemnify and agree to keep the Developer and/or sellers saved, harmless and indemnified.
- (j) **Framing of Rules and Bye-laws:** The Developer/Promotor shall frame such rules, regulations and bye-laws for the common matters, as they may consider necessary but not inconsistent with the provisions herein and the Buyer shall abide by the same for the beneficial common enjoyment of the New Building.
- (k) **Statutory Additions and Alterations:** The Purchaser/Allottee shall, at the costs of the Purchaser, wholly in case it relates to the Said Flat, Car Parking space and Appurtenances thereto and proportionately, in case it relates to all the Flat and Car Parking spaces in the New Building and/or the Common Portions, make all alterations and/or additions as may be required to be made by the KMC or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

- (l) **Covenants Regarding User** – The Purchaser/Allottee shall:
- (i) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
 - (ii) **Observing Rules:** observe the rules framed from time to time by the Owner/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
 - (iii) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat, Car Parking space and Appurtenances thereto and the Common Portions.
 - (iv) **Meter and Cabling:** be obliged to draw the electric lines/wires, cables, broadband data cables, Television/DTH cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer/Promotor and/or the Sellers or to any other intending Purchaser
 - (v) The main electric meter has been installed only at the common meter space in the ground floor of the Said Premises. The Purchaser/Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer and/or the Sellers or the Association (upon formation).

- (vi) **Residential Use:** use the said flat for residential and car parking space for parking a car only. Under no circumstances shall the Purchaser use or allow the Said flat, car parking space to be used for industrial or other illegal purposes. The Purchaser/Allottee shall also not use the Said flat, car parking space as a religious establishment, guest house, service apartment, mess, chummier, hotel, restaurant, nursing home, club, school or other public gathering place. The service areas, common areas, as located within the project shall be earmarked for purposes and services including but not limited to electric sub-station, transformer, DG set rooms, under water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses.
- (vii) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building including the colour of the balcony walls and (2) design and/or the colour scheme of the windows, grills of the building, (3) the main door of the Said Flat and the name of the building which will remain as "Skyline Aparajita" forever. In the event of the Purchaser/Allottee making any and/or all the said alterations/changes, the Purchaser/Allottee shall compensate the Developer as estimated by the Developer.
- (viii) **No Structural Alteration:** Not alter, modify or in any manner change the structure or any civil construction in the Said Flat, Car Parking space and Appurtenances thereto or the Common Portions of the Said Building.
- (ix) **No Sub-Division:** not sub-divide the Common Portions, under any circumstances.

- (x) **No Changing Name:** not change /alter /modify the name of the Said Building.
- (xi) **No Nuisance and Disturbance:** not use the Said flat, car parking space 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 neighbouring 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 of the building.
- (xii) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (xiii) **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, car parking space.
- (xiv) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- (xv) **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 therefor.
- (xvi) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said flat, car parking space or the Common Portions.

- (xvii) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said flat, car parking space.
- (xviii) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said flat, car parking space save at the place or places provided therefor provided that this shall not prevent the Purchaser/Allottee from displaying a standardized name plate outside the main door of the Said flat.
- (xix) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine save and except usual home appliances.
- (xx) **No Installing Generator:** not install or keep or run any generator in the Said flat, car parking space , save and except battery operated power saver.
- (xxi) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (xxii) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said flat, car parking space.
- (xxiii) **No Animal Slaughter:** No religious extravaganza or animal slaughter will be allowed within the common areas or anywhere in the said building as this may cause disturbance and hatred between the residents who may be of different faith and creed.
- (xxiv) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (m) **Whole and Proportionate Payment:** Amounts expressly payable by the Purchaser shall wholly be payable by the Purchaser in case the same relates only to the Said Flat, Car Parking space and Appurtenances thereto and proportionately in case they relate to the Said Premises, the New Building and the Common Portions.

- (n) **Charge:** All amounts becoming due and payable by the Purchaser and the liability for the same shall be and shall remain a charge on the Said Flat, Car Parking space and Appurtenances thereto.
- (o) **Electricity Charges:** Security Deposit and all other billed charges for the electricity consumed in the Said flat, car parking space shall be borne and paid by the Buyer.
- (p) **Metering and Cabling:** The Purchaser/Allottee shall be permitted to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused either to the Developer and/or the Sellers or to the other occupants of the building. The main electric meter shall be installed only at the designated space in the ground floor of the building. The Purchaser/Allottee shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the New Building.
- (q) **Meaning of Proportionate:** The expression proportionate with all its cognate variations wherever used in this Conveyance shall mean the proportion which the saleable area of the said flat, car parking space bears to the total saleable area of the New Building.
- (r) **Notification Regarding Letting:** If the Purchaser/Allottee let out or sell the Said Flat And Appurtenances, or portion thereof, the Purchaser shall immediately notify the Owners/Developers/Association (upon formation) of the tenant's/transferee's address and telephone number.

9. Possession:

- 9.1 **Actual Possession:** The Purchaser/Allottee have taken defacto and dejure possession of the said Flat, Car Parking space and the Appurtenances thereto. Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said Flat, Car Parking space and Appurtenances had already been handed over by the Developer/Promoter to the Purchaser/Allottee.

9.2 **Purchaser's Entitlement :** The Developer/Promotor and/or the Sellers hereby covenant that the Purchaser/Allottee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the said Flat, Car Parking space and Appurtenances thereto and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer and/or the Sellers or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Developer and/or the Sellers.

10. Further Acts:

10.1 **To be done by the Developer/Promotor and/or the Sellers :** The Developer and/or the Sellers hereby covenants that the Developer and/or the Sellers or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or successors-in-interest of the Purchaser, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the said Flat, Car Parking space and Appurtenances thereto.

11. **Defect Liability:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Promotor in accordance to this agreement for sale is brought to the notice of the Developer/Promotor within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Developer/Promotor to rectify such defects within such time and the aggrieved Purchaser/Allottee shall be entitled to received appropriate compensation in the manner as provided under the Act.

12. Additional Constructions: The Developer/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan, completion plan and other specifications, amenities and facilities has been approved by the competent authority and disclosed, except for as provided in the Act.

13. General:

13.1 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the said Flat, Car Parking space and Appurtenances thereto by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14. Interpretation:

14.1 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

14.2 Definitions: Words and phrases have been defined in this Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

1stSchedule

Part-I (Said Premises)

ALL THAT piece and parcel of land measuring an area of 5(Five) Cottahs 1 (One) Chittaks and 5 (Five) Square Feet be the same a little more or less together with the newly constructed Ground plus Four storied building named “ Skyline Aparajita” having several flats , store, car parking and other spaces being constructed in accordance to the sanctioned , revised and completion building plans as approved by the Kolkata Municipal Corporation lying and situated at and being premises no. Premises No.38, Jubilee Park , P. S.- Golf Green previously Jadavpur, P.O.- Tollygunge , Kolkata - 700033, Assessee No.210940600560 within Ward No.94 of the Kolkata Municipal Corporation, District South 24 Parganas and the said property is butted and bounded by:-

ON THE NORTH : By Premise No.40, Jubilee Park

ON THE EAST : By Premise No.38A and 27, Jubilee Park

ON THE SOUTH : 16 feet wide K.M.C Road

ON THE WEST : By Premise No. 7, Jubilee Park

OR HOWSOEVER OTHERWISE the same are is was or were heretofore butted bounded called known numbered described or distinguished.

Part-II
(Devolution Of Title)

WHEREAS Sourindra Nath Banerjee by a Deed of Conveyance dated 19.11.1958 sold, transferred and conveyed to Sukumar Mukherjee Son of late Surendra Kumar Mukherjee , wherein Srijukta Kaliganga Debi joined as a Confirming Party of ALL THAT the land containing by estimation an area of 5 (Five) Cottahs 1 (One) Chittak and 5 (Five) Square feet, be the same a little more or less being part or portion of the total revenue free land containing by estimation 12 (Twelve) Bighas 1 (One) Cottahs 2 (Two) Chittaks more or less comprised in portion of C.S Dag Nos.1110, 1111 , 1112 , 1113, 1114 and 1115 C.S Khatian No 866, J.L No 41 of Mouja : Chandpur, R.S 40 together with two storied brick built messuage tenement or dwelling house standing thereon being Holding no.155, Russa Road East, Southern of then Tollygunge Municipality lying at and being Premises no 38, Jubilee Park, P. S.- Jadavpur, P.O.- Tollygunge Kolkata-700033. The said deed was registered in the office of the District Sub Registrar Alipore Sadar and recorded in Book No.1, Volume No. 167, Pages 155 to 164, Being no. 9594, for the year 1958.

AND WHEREAS after purchasing the above mentioned property and premises, the said Sukumar Mukherjee mutated his name in the records of the Kolkata Municipal Corporation having Assessee No 210940600560.

AND WHEREAS the said Sukumar Mukherjee was married to Smt. Abhaya Mukherjee, alias Smt. Roma Mukherjee and they had one son namely Sri. Supriyo Mukherjee and two married daughters namely (1) Smt. Maya Sarkar alias Khuku, wife of Sri. Jogeshwari Prasad Sarkar and (2) Smt. Sumita Bandopadhyay alias Ratna, wife of Sri. Tapan Bandopadhyay.

AND WHEREAS the only son of the said Sukumar Mukherjee , namely Supriyo Mukherjee, since deceased, was married with Smt. Paramita Mukherjee, and out of the wedlock between the said Supriyo Mukherjee and Paramita Mukherjee, they have one daughter namely Sohini Mukherjee, and one son namely Saptarsshi Mukherjee.

AND WHEREAS on 10th August 2011 the said Sukumar Mukherjee, son of Late Surendra Kumar Mukherjee as Donor gifted, transferred and conveyed to Paramita Mukherjee, Sohini Mukherjee and Saptarshi Mukherjee, alias Saptarsshi Mukherjee of ALL THAT the land containing by estimation an area of 5 Cottahs 1 Chittak and 5 Square feet, be the same little more or less comprised in portion of C.S Dag Nos.1110, 1111 , 1112 , 1113, 1114 and 1115 C.S Khatian No 866, J.L No 41 of Mouja : Chandpur, R.S 40 together with two storied brick built messuage tenement or dwelling house standing thereon being Holding no.155, Russa Road East, Southern of then Tollygunge Municipality lying at and being Premises no 38, Jubilee Park, P.S. - Jadavpur, P.O.- Tollygunge, Kolkata - 700033 , District - South 24 Parganas within ward no 94 of the Kolkata Municipal Corporation morefully and particularly described in the First Schedule hereunder written. The said deed was registered in the office of the Additional District Sub Registrar at Alipore and recorded in Book No.1, Pages 4648 to 4670 , Being no.: 160505904 for the year 2011.

AND WHEREAS the said Paramita Mukherjee, Sohini Mukherjee and Saptarsshi Mukherjee thus became the joint owners each having an undivided 1/3rd part or share therein of **ALL THAT** the land and building of the property at Premises No 38, Jubilee Park, P.S. - Jadavpur, P.O.- Tollygunge, Kolkata - 700033 , District - South 24 Parganas within ward no 94 of the Kolkata Municipal Corporation morefully and particularly described in the First Schedule hereunder written.

AND WHEREAS the said Paramita Mukherjee, Sohini Mukherjee and Saptarsshi Mukherjee as Owners mutated their names in the records of the Kolkata Municipal Corporation having Assessee No 210940600560, within ward no 94 of the Kolkata Municipal Corporation District South 24 Parganas.

AND WHEREAS On 14.05.2024, all the Owners of the Premises no.38 Jubilee Park , P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 namely Smt Paramita Mukherjee, Smt. Sohini Mukherjee Sett and Sri. Saptarsshi Mukherjee being desirous of developing the property have entered into three separate Development Agreements with the Developer in respect of their respective shares in the said property. The said Development Agreements have been registered in the office of the District Sub Registrar- II, Alipore, South 24 Parganas recorded in Book- 1, Volume Number – 1602-2024, (i) Pages from 239359 to 239402, being no. 160206843, (ii) Pages from 239228 to 239270 , being no. 160206844 and (iii) Pages from 239271 to 239313, being no. 160206845 all for the year 2024.

AND WHEREAS all the Owners of the Premises no. 38, Jubilee Park, P. S.- Golf Green previously Jadavpur , P.O.-Tollygunge, Kolkata- 700033 namely Smt Paramita Mukherjee, Smt. Sohini Mukherjee Sett and Sri. Saptarsshi Mukherjee also executed three separate Development Power of Attorney in favour of Sri Palash Mazumder and Sri Lalit Baid, both partners of Skyline Projects, empowering them to do the acts and deeds mentioned therein. Smt Paramita Mukherjee executed Development Power of Attorney on 14.05.2024 registered in the office of District Sub Registrar –II South 24 Parganas, West Bengal and recorded in Book no I, Volume no.1602- 2024, Pages from 238236 to 238256 being no.160206860 for the year 2024. Smt Sohini Mukherjee Seth executed Development Power of Attorney in Edinburg Scotland duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 05.11.2024. Sri. Saptarsshi Mukhejree executed Development Power of Attorney in Munich, Germany duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 09.09.2024.

AND WHEREAS all the Owners of the Premises no. 38, Jubilee Park, P. S.- Golf Green previously Jadavpur , P.O.-Tollygunge, Kolkata- 700033 namely Smt Paramita Mukherjee, Smt. Sohini Mukherjee Sett and Sri. Saptarsshi Mukherjee also executed three separate General Power of Attorneys in favour of Sri Palash Mazumder and Sri Lalit Baid, Smt Paramita Mukherjee executed a Generalt Power of Attorney on 14.05.2024 registered in the office of District Sub Registrar –II South 24 Parganas, West Bengal and recorded in Book no I, Volume no.1602- 2024, Pages from 239403 to 239418 , being no.160206846 for the year 2024. Smt

Sohini Mukherjee Seth executed a General Power of Attorney in Edinburg Scotland duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 05.11.2024. Sri. Saptarsshi Mukhejree executed a General Power of Attorney in Munich, Germany duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 09.09.2024.

AND WHEREAS in terms of the said three separate Development Agreements dated 14.05.2024, the said flats and the said car parking spaces fall in the Developer's allocations and that they are free to deal therewith.

2nd Schedule
Part-I
(Said Flat)

Residential Flat No. _____ on the _____ floor, having carpet area _____ square feet plus an exclusive balcony having a carpet area of _____square feet, i.e a total carpet area of _____square feet more or less corresponding to _____ square feet of built up area more or less comprised in the said proposed building named “**Skyline Aparajita**” to be constructed at the said premises and delineated on the Plan annexed hereto and bordered in color Red thereon.

Part-II
(Parking Space)

One covered car parking, being car parking number _____ measuring 135 Sq.ft. more or less in the ground floor of the said proposed building named “**Skyline Aparajita**” to be constructed at the said premises and delineated on the Plan annexed hereto and bordered in color Red thereon.

Part-III
(Said Flat And Appurtenances)
[Subject Matter of Sale]

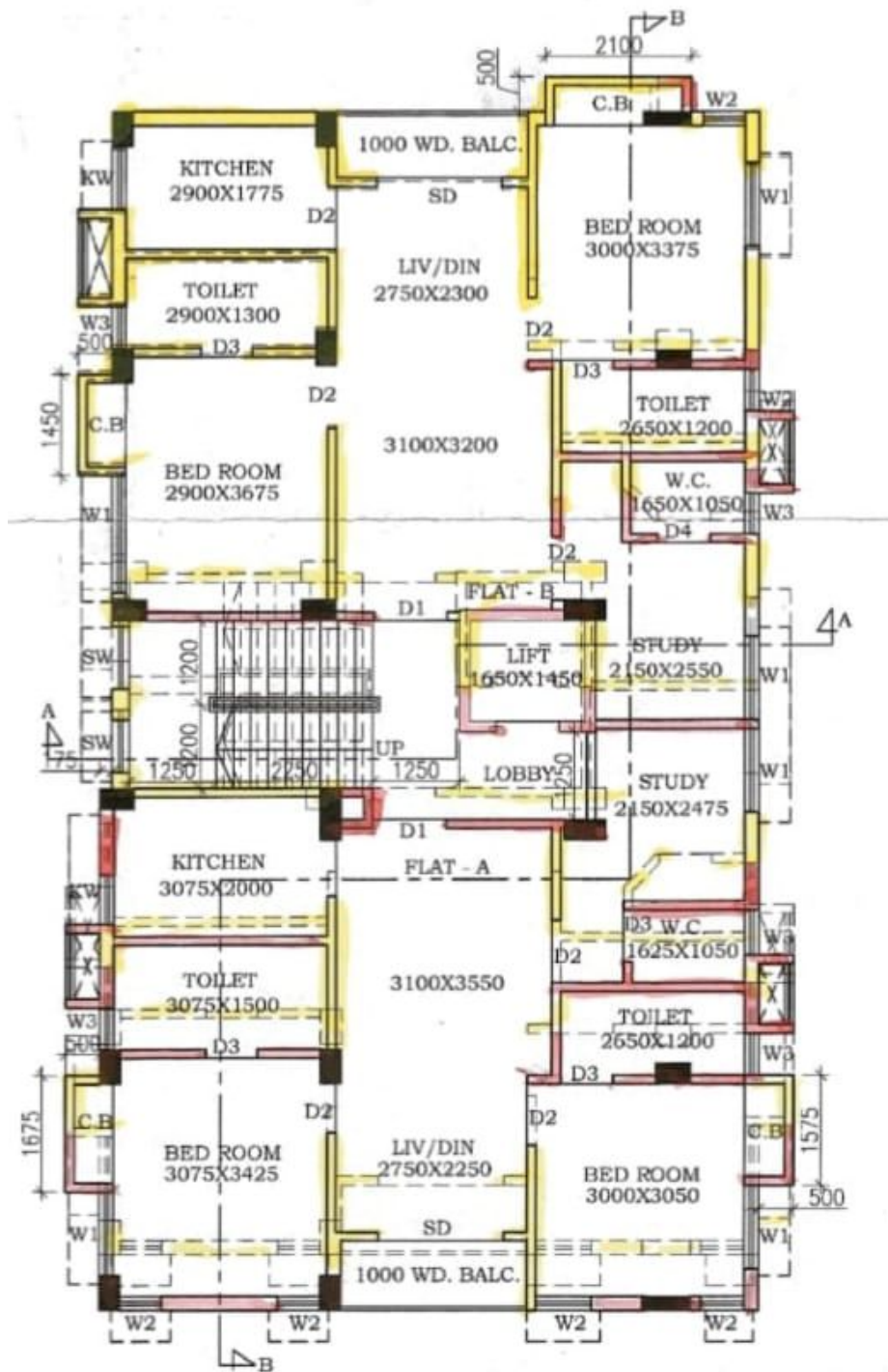
The Said Flat, being the flat described in **Part-I** of the **2nd Schedule** above.

The said car parking space described in **Part-II** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the Said Premises described in **Part-I** of the **1st Schedule** above, as is attributable to the Said Flat.

The share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Flat.

SECOND FLOOR PLAN OF THE PROPOSED BUILDING AT 38, JUBILEE PARK
KOLKATA - 700033, WARD NO. 94, BOROUGH NO.- X OF
THE KOLKATA MUNICIPAL CORPORATION



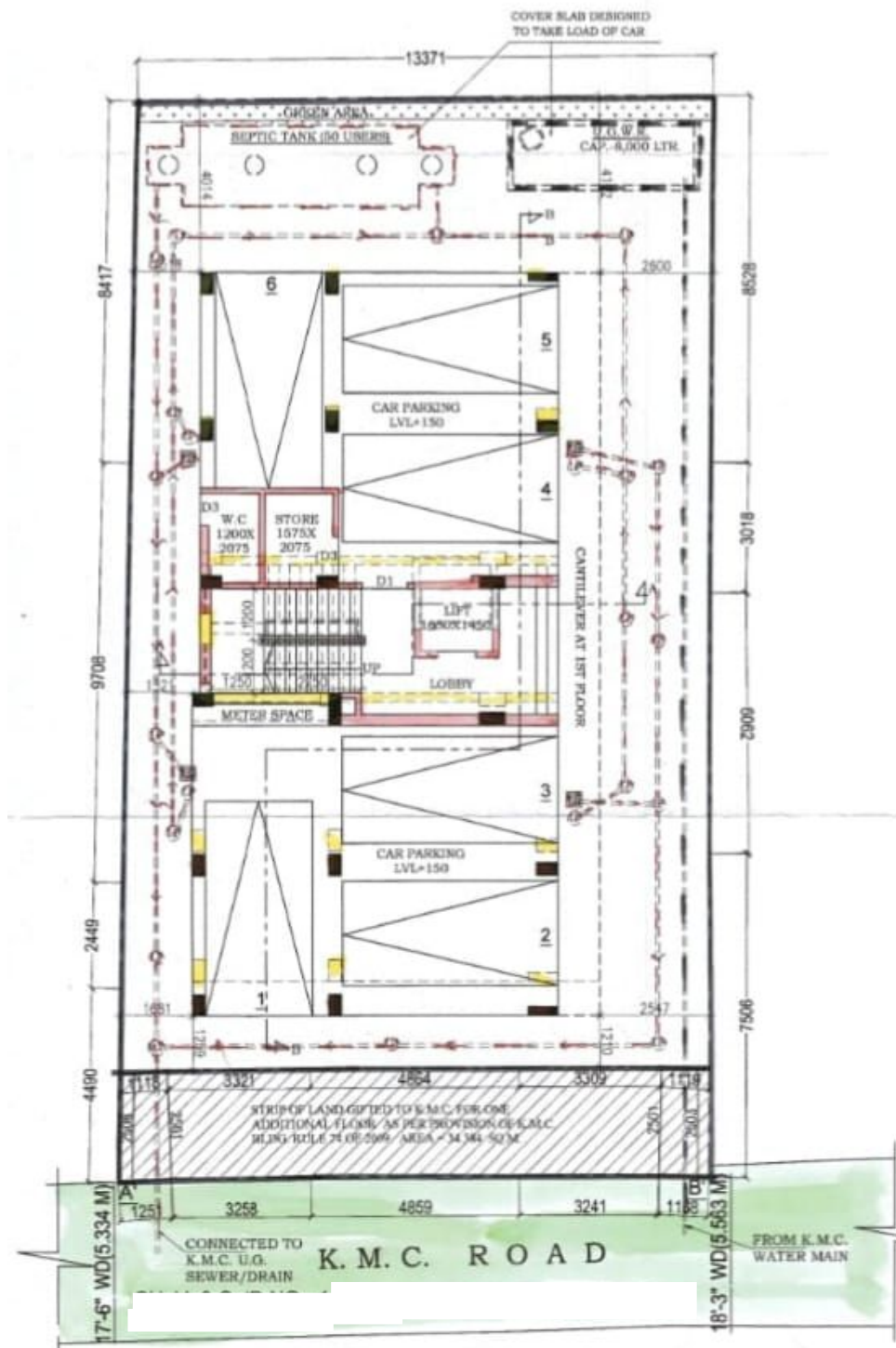
SECOND FLOOR PLAN

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPER

SIGNATURE OF PURCHASER

GROUND FLOOR PLAN OF THE PROPOSED BUILDING AT 38, JUBILEE PARK
KOLKATA - 700033, WARD NO. 94, BOROUGH NO.- X OF
THE KOLKATA MUNICIPAL CORPORATION



GROUND FLOOR PLAN

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPER

SIGNATURE OF PURCHASER

3rd Schedule

(Common Portions)

Common Portions as are common between the co-Owners of the Said building.

- Lobbies, staircases and landings of the Said building.
- Stair head room and electric meter space of the Said building.
- Lift machine room (if any) , chute and lift well of the Said building.
- Common installations on the roof above the top floor of the Said building.
- Common staff toilet in the ground floor of the Said building.
- Ultimate/top roof above the top floor of the Said building.
- Overhead water tank, water pipes and sewerage pipes of the Said building (save those inside any Unit or attributable thereto).
- Drains, sewerage pits and pipes within the Said building (save those inside any Unit or attributable thereto).
- Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said building and Common Portions within or attributable to the Said building.
- Lift and lift machinery of the Said building.
- Meter room in the ground floor , boundary wall and the main gates of the building.
- Other areas and/or installations and/or equipments as are provided in the Said building for common use and enjoyment.

4th Schedule
(Common Expenses/Maintenance Charges)

- 1. Association:** Establishment and all other capital and operational expenses of the Association.
- 2. Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
- 3. Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
- 4. Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
- 5. Maintenance:** All costs for maintaining, operating, replacing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions of the said building.
- 6. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions of the said building, including lifts, changeover switches, EPABX (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions of the Said Building.
- 7. Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the said building save those separately assessed on the Purchasers.
- 8. Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

In Witness Whereof the Parties have executed and delivered this Indenture on the date mentioned above.

Witnesses:

1.

2.

(Owners)

(Developer/Promoter)

(Purchaser/Allottee)

MEMO OF CONSIDERATION

Received from the within named Purchaser/Allottee a sum of **Rs.** _____/-
(Rupees _____ Only) in the following manner:

Date	Cheque No./UTR No.	Bank/ Branch	Amount(Rs.)
TOTAL			

(Rupees_____ Only)

Witnesses:

1.

2.

(Developer/Promotor)