

DEED OF CONVEYANCE

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

BETWEEN

SAKHI PALACE LLP, (PAN: AEUFS5218Q), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Plot 200, Block A, Bangur Avenue, Bangur, Kolkata 700055, Police Station Lake Town and Post Office- Bangur Avenue, represented by its designated partner **MR. SANJAY BAGARIA**, son of Ram Gopal Bagaria, **(PAN: ADVPB4070D)**, **(Aadhaar No. 9319 5152 9017)**, by Faith Hindu, by Occupation Business, by Nationality- Indian, hereinafter referred to as the **‘OWNER'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **FIRST PART**.

AND

SKYHILL TOWERS PRIVATE LIMITED (having CIN: **U70200WB2022PTC255513**) and (PAN: **ABICS9466Q**) a company within the meaning of the Companies Act, 2013 having its registered office at 35/1 Bangur Avenue, Block-D, 35/1 Bangur Avenue, Block D, Police Station Lake Town, Post Office Bangur, Kolkata – 700055, represented by one of its Director namely **Mr. Nehal Tulsyan (PAN: BIPHT6447E) (Aadhar No. 5677 5882 7614)** son of Ajay Kumar Tulsyan, residing at 105/1, Bidhannagar Road, Sun City Complex, Block-E, Police Station: Maniktala, Post Office Muchibazar, Kolkata- 700067, hereinafter referred to as **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**.

AND

(1) MR. (PAN:) (Aadhar), of **and (2) (PAN:) (Aadhar),** of, both by faith Hindu, by Nationality Indian, both by occupation & respectively, both residing at....., Post Office, Police Station, District –, Pin-, hereinafter jointly referred to as the **“PURCHASER/S”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, administrators and assigns etc.) of the **THIRD PART**.

The Owner, Promoter and the Purchaser/s shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

A. By an Indenture dated 9th day of January, 1959, duly registered before Sub Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 5, Pages 253 to 259, Being no. 142 for the year 1959, the Amalgamated Development Limited had sold, transferred and conveyed All That the piece and parcel of land measuring about 2 (Two) Cottahs, 12 (Twelve) Chittacks and 2 (Two) Sq. Ft. little more or less lying and situated at being Plot No. 47 of Bangur Avenue, Block -'A' under Mouza - Krishnapore, J.L. No. 17, R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 within the limits of South Dum Dum Municipality, Police Station Dum Dum, now Lake Town, District 24 Parganas now North 24 Parganas to Sri Bijoy Mohan Chowdhury son of Kishori Mohan Chowdhury for the valuable consideration mentioned therein free from all sorts of encumbrances.

B. By the above said purchase said Sri Bijoy Mohan Chowdhury became the sole and absolute owner and seized and possessed of/or otherwise well sufficiently entitled to inter-alia All That piece and parcel of land measuring about 2 (two) Cottah, 12 (twelve) Chittacks and 2 (two) Sq. Ft. but as per physical measurement 2 (Two) Cottah, 14 (Fourteen) Chittacks and 2 (Two) Sq. Ft. little more or less lying and situated at being Plot No. 47 of Bangur Avenue, Block - 'A' under Mouza - Krishnapore, J.L. No. 17, R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 within the limits of South Dum Dum Municipality, Police Station - Dum Dum, now Lake Town, District 24 Parganas now North 24 Parganas (the Said Plot) and enjoying the right title and interest thereof free from all sorts of encumbrances.

C. Said Bijoy Mohan Chowdhury recorded his name in respect of the Said Plot before South Dum Dum Municipality and being Holding No. 1050, Bangur Avenue, under Ward No. 29, Kolkata - 700055 and paid rates and taxes regularly to the concerned authority and constructed the building in the said Plot.

D. Said Bijoy Mohan Chowdhury died testate on 26.07.1979 by executing a Will dated 03.01.1974 (Said Will) in favour of his daughter-in-law Kundasree Chowdhury wife of Dilip Chowdhury in respect of the said Plot and building and after demise of Bijoy Mohan Chowdhury the said Kundasree Chowdhury obtained a Letter of Administration dated 30.11.1998 in respect of the Said Will from the District Judge of North 24 Parganas, Barasat vide Misc Case No. 476 of 1997.

E. By the above said manner said Kundasree Chowdhury, wife of Dilip Chowdhury became the sole and absolute owner of **All That** piece or parcel of land measuring about 2 (two) Cottah, 14 (fourteen) Chittacks and 2 (two) Sq. Ft. little more or less along with the buildings thereon lying and situated at being Plot No. 47 of Bangur Avenue, Block - 'A' under Mouza - Shyamnagar, J.L. No. 32/20, (formerly Mouza - Krishnapur, J.L. No 17) R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 and 850, being municipal Holding no. 1050, Bangur Avenue, under Ward No. 29 within the limits of South Dum Dum Municipality, Police Station Dum Dum, now Lake Town, District North 24 Parganas, and enjoying the right, title and interest thereof free from all sorts of encumbrances, (hereinafter referred as "**SAID LAND**" which is morefully described in the SCHEDULE-A hereunder written).

F. Said Kundasree Chowdhury recorded her name in respect of the **Said Land** before South Dum Dum Municipality under Municipal Holding no. 1884, Bangur Avenue, under Ward No. 29 within the limits of South Dum Dum Municipality, Police Station - Dum Dum, now Lake Town, District North 24 Parganas, Kolkata - 700 055 and pay rates and taxes regularly before the concern authority.

G. By a registered Deed of Conveyance dated 18.07.2023, which was registered before the A.D.S.R Bidhannagar and recorded in Book No. I, Volume No. 1504-2023, Pages from 73102 to 73131, Being No. 1816 for the year 2023, the said Kundasree Chowdhury sold, transferred and conveyed **All That the Said Land** in favour of Mr. Yash Kansal for the consideration mentioned therein, free from all encumbrances.

H. By a registered Deed of Conveyance dated 12.03.2024, which was registered before the A.R.A-II, Kolkata and recorded in Book No. I, Being No. 3411 for the year 2024, the said Yash Kansal sold, transferred and conveyed **All That the Said Land** in favour of the **SAKHI PALACE LLP the Owner herein** for the consideration mentioned therein, free from all encumbrances.

I. That by the above said purchase the **Owner** become the absolute and lawful owner of **ALL THAT the Said Land** and mutated its name in the record of the South Dum Dum Municipality under Holding no.

J. The **Owner** entered into a Registered Development Agreement dated 27th April, 2024, registered before the A.R.A-II, Kolkata and Recorded in Book No. I, Volume No. 1902-2024, Pages from 248885 to 248927, Being No. 05450 for the year 2024, (the "**Development Agreement**") in respect of the **Said Land** with the **Promoter** herein.

K. The **Owner** also executed a Registered Power of Attorney dated 27th April, 2024 in favour of **Promoter** authorized to carry on development work in the said Land, which was registered before the A.R.A-II, Kolkata and recorded in Book No. I, Volume No. 1902-2024 Pages from 251478 to 251492, Being No. 05475 for the year 2024, (**the Said Power of Attorney**).

L. The **Said Land** is earmarked for the purpose of Mixed Use building, comprising **G+7** storied consisting of 15 (Fifteen) number of Flats and 5 (Five) covered car parking spaces ("**collectively called Project**") and the **said Project** shall be known as "**SKY 47**".

M. The Owner and Promoter have obtained the Building Sanction Plan of the Project to be developed on the Said Land, which is approved by the South Dum Dum Municipality vide Building Permit No. 1207 dated 9th January, 2024.

N. The Owner and Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on under **Registration No.**

O. The Purchaser/s had applied for an Apartment in the Project vide **Application No.**, dated and has been allotted **Apartment No.** having **Carpet Area** of **Square Feet**, (corresponding Covered area of **Square Feet**), **Balcony Area** **Square Feet**, on the **floor**, in building, along with **nos. of Open/Covered Car Parking Space Being No.** (measuring 135 **Square Feet**, be the same a little more less) on the **Open Space/Ground Floor** of the building, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"B"** hereunder written).

P. By a Provisional Allotment Letter dated ("**Allotment Letter**"), the Owner and Promoter had allotted the Apartment and the Purchaser/s agreed to accept such allotment for a total consideration of **Rs.**/- (**Rupees**) **only** ("**Total Price**") subject to the terms and conditions contained in the Application and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.

Q. By an Agreement for Sale **dated** registered at the office of the, and recorded in **Book I, Volume No.**, **Page from** **to**, **being No.** **for the year 20....** (hereinafter referred to as the "**AGREEMENT FOR SALE**") the Owner and Promoter agreed to sell and the Purchaser/s agreed to purchase the Apartment for the Total Price as mentioned in **Annexure-III** therein and on the terms and conditions as agreed therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.]

R. The Owner and Promoter after demolishing the existing structure has since completed the construction of the Project including the Apartment and has obtained the **Occupancy Certificate vide Memo No.** **dated** **of** Kolkata Municipal Corporation.

S. The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment from its allocation and pursuant thereto the Purchaser, has taken possession of the Apartment to the Purchaser's full satisfaction.

T. Before taking possession of the Apartment, the Purchaser/s has/have:

- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project, and accepted the floor plan, payment plan and the specifications, amenities

and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself/themselves with regard thereto and shall not make any claim or demand whatsoever against the Owner/Promoter;

- (b) been fully satisfied about the title of the Owner/Promoter to the Said Land/Project Land, the documents relating to the title of the Said Land/Project Land, the right of the Owner/Promoter, the Plan of the Project, the materials used in the Apartment and Appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same.

U. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND PROMOTER:

The Owner and Promoter hereby represents and warrants to the Purchaser/s as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- (ii) The Owner & the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower/Building and the Apartment and the Common Areas (till the time the Common Areas and Facilities are transferred to the Association);
- (vi) The Owner/Promoter have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- (vii) The Owner/Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- (viii) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (ix) The Owner/Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and the Apartment is deemed to have been handed over to the Purchaser in terms of the notice of Possession issued to the Purchaser (equipped with all the specifications, amenities and facilities).
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner/Promoter in respect of the Project Land and/or the Project.

- V. In pursuance of the Allotment Letter this Deed of Conveyance is being executed by the Owner and Promoter in favour of the Purchaser/s to give effect to the transfer of the Apartment and the rights appurtenant thereto in favour of the Purchaser/s.

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the said Agreement for Sale dated and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs./- (Rupees) only**, the lawful money of the Union of India truly paid by the Purchaser/s to the Promoter on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchaser/s,) the Owner/Promoter deliver and the Purchaser/s hereby taken the vacant peaceful possession of the **Said Apartment** more fully and particularly described in the **Schedule-“B”** hereunder written and the said Owner/Promoter do hereby indefeasible grant, sell, convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchaser/s **All That the Said Apartment** at the Said Land more fully and particularly described in the **Schedule-“B”** hereunder written together with common parts and portions, area and facilities and amenities provided thereon together with proportionate share in the land Together With right to common with other Purchasers

or Owners so acquiring similar right to enjoy and posses all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the Owner/Promoter into and upon the Said Apartment and Said Land, the specific purchased **Said Apartment** of the Purchaser/s specifically described in the **Schedule “B”** written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the **Said Apartment** and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the **Schedule-“D”** hereunder written subject to be governed by such rights and obligations as set forth in the **Schedule-“F”** hereunder written and also subject to the Purchaser/s paying and discharging terms and impositions on the **Said Apartment** of the building and the common expenses being described in the **Schedule-“E”** in connection with the **Said Apartment** and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the **Said Apartment** of the building constructed on the basis of the sanctioned plan, hereby granted transferred assured and conveyed to the Purchaser/s absolutely and forever and the Owner/Promoter do hereby covenant and agree with the Purchaser/s **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Owner/Promoter or by any of its ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Owner/Promoter now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the **Said Apartment** of the said building and also the Specifications, amenities, facilities, common areas and installation, common expenses and Liabilities as described in the **Schedule-“C”, Schedule-“D”, Schedule-“E” and Schedule-“F”**, herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s his/her/ their, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendents and that the Purchaser/s his/her/ their, heirs, legal representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the **Said Apartment** of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Promoter or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Owner/Promoter and all person having lawfully claiming any estate or interest whatsoever in the **Said Apartment** of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owner/Promoter from or under any of its predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, his/her/their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said**

Apartment of the said building Together With common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and his/her/their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, his/her/their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Apartment** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Owner/Promoter or any person or persons or any other apartment owners of the building at the Said Land.

THE OWNER AND PROMOTER doth hereby covenant with the **PURCHASER/S** as follows:-

- (a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Owner/Promoter has good and perfect right title and interest to convey, the **Said Apartment** and the undivided proportionate share in the Said Land and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Owner/Promoter has not done or knowingly suffered anything whereby the Said Land and the Said Apartment may be encumbered effected or imposed in estate title or interest or otherwise.
- (b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Apartment and Said Land and that the **Said Apartment** and Said Land is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Apartment** without any claims or demands hindrance interruption or disturbance from or by the Owner/Promoter or any person or persons claiming through or under or interest for the Owner/Promoter and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.
- (d) The Owner/Promoter shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Apartment hereby sold and conveyed.

SCHEDULE –‘A’

[SAID LAND]

All That piece or parcel of land measuring about **2 (Two) Cottah, 14 (Fourteen) Chittack and 2 (Two) Sq. Ft.** little more or less along with structure standing thereon lying and situated at being Plot No. 47 of Bangur Avenue, Block -'A', being Municipal Holding no. 1884, under Ward No. 29 within the limits of South Dum Dum Municipality, under Mouza - Shyamnagar, J.L. No. 32/20, (formerly Mouza - Krishnapur, J.L. No. 17) R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 and 850, Police Station Dum Dum, now Lake Town, District North 24 Parganas, West Bengal, Pin- 700055, butted and bounded as follows:

On the North : By Land of Other Plot;
On the South : By 20 ft. wide Road;
On the East : By Land of Other Plot;
On the West : By Land of Other Plot;

SCHEDULE –‘B’
[APARTMENT]

ALL THAT the Apartment No. having **Carpet Area** of **Square Feet, Balcony Area** **Square Feet**, (corresponding **Covered area** of **Square Feet**), on the **floor**, in building, which delineated in **RED** border on plan annexed hereto along with **nos. of Open/Covered Car Parking Space** (measuring **135 sq. ft.** be the same a little more or less) in the Open Space/Ground Floor of the building, as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the Common Areas of the Project and butted and bounded as follows:

East:
West:
North:
South:

SCHEDULE-‘C’
(SPECIFICATIONS, AMENITIES & FACILITIES IN RESPECT OF PROJECT)

Sl. No. Description of facilities & Amenities

1. Lights in common area
2. Internal Sewer line
3. Passenger elevator

SCHEDULE-‘D’
[PROJECT COMMON PORTIONS AND FACILITIES]

Sl. No.	Particulars
1	the entire land dedicated to the Project;
2	the staircases, lifts, staircase and lift lobbies, and common entrances and exits of Buildings;
3	the common terraces, along with roof, Parking Space(s) within the Project;
4	installations of central services such as electricity, water and sanitation;
5	the water tanks, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

SCHEDULE-‘E’
(COMMON EXPENSES)

MAINTENANCE : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

OPERATIONAL: All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

TAXES : Municipal and other rates, Sales Tax, GST, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said Land (save those assessed separately in respect of any Apartment).

COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

RESERVES : Creation of funds for replacement, renovation and/or other periodic expenses

OTHERS : All other expenses and/or outgoings including litigation expenses as are incurred by the Association/Society for the Common Purposes.

SCHEDULE-‘F’
(RIGHTS & OBLIGATION OF THE PURCHASER/S)

1. That the Purchaser/s shall own and enjoy the **Said Apartment** of the said building at the Said Land along with undivided proportionate share in the Said Land together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Schedule-D Above written.
2. That Purchaser/s shall become and remain Member of the Society or Association to be formed by and consisting of the Owners of the Apartment of the building namely ““SKY 47”.” constructed in the Said Land written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing common passage, staircase, compound walls and all other common amenities, lifts.
3. That the Purchaser/s shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society or Association.
4. That the Purchaser/s shall not at any time carry on or suffered to carry on the apartment hereby sold and conveyed or any part thereof or the Said Apartment any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Owner/Promoter or its successors in office or to the owners and/or the occupiers of the other apartment owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Apartment or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any other purpose.
5. That the Purchaser/s shall give the owner of the other apartments the necessary technical support for their apartment and also a right to any way over all common roads, staircase, passages etc. and shall and will be entitled to similar rights from and other owners of the said building.
6. The Purchaser/s shall has/have the right to enter into any other apartments in the said building for the purpose of affecting repair of service pipes line and portions of their apartment as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other apartments such entry into their apartments areas under similar circumstances and upon having similar prior Notice in writing.

7. The Purchaser/s shall be liable to pay directly to KMC/municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Apartment towards in the account of payment of taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the KMC/municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Owner/Promoter and the Owner/Promoter retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the Said Land and thus becoming owners of the several apartments in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Owner/Promoter or the Association or Society as the case may be. The Purchaser/s shall mutate his/her/their name in the records of local Municipal authority in respect of his/her/their apartment and proportionate share of land.
8. The Association of the Apartment owner shall be formed by the Purchaser/s herein, with other apartment owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchaser/s shall and will sign and execute all respective forms returns declarations and documents as may be from time to time become necessary.
9. The Purchaser/s shall has/have the full proprietary rights on the Said Apartment more fully described in the **Schedule-B** herein above written together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Owner/Promoter or any other owners or owners of the apartment areas other than their own contained in the said Building.
10. The Purchaser/s undivided interest in the said soil or land and shall remain joint forever with the owners of other apartment owners of the said building and it being hereby further declare that the interest in the said soil or the Said Land is impartible.
11. The Purchaser/s shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other apartment owners.
12. The Purchaser/s shall not decorate the exterior portion of the Said Apartment otherwise than in the manner in writing by the committee.

IN WITNESS WHERE OF the parties herein above named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witnesses, signing as such on the day, month and year first above written.

EXECUTED AND DELIVERED by the **PROMOTER** hereto at Kolkata in the presence of:

Witness:

1.

2.

EXECUTED AND DELIVERED by the **PROMOTER** hereto at Kolkata in the presence of:

Witness:

1.

2.

EXECUTED AND DELIVERED by the **PURCHASER/S** hereto at Kolkata in the presence of:

Witness:

1.

2.

Drafted by me,

Mr. Nishant Kr. Saraf, Advocate (Enrolment No. F-314/2002)

M/s. Nishant Kr. Saraf Advocates

8, Old Post Office Street,

2nd Floor, Kolkata 700 001.

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