



Station – Barddhaman, Post Office- Bahula , hereinafter jointly and severally referred to as “**the PROMOTERS**” (which expression shall unless repugnant to the context mean and include their respective successors, representatives and assigns) of the **ONE PART**

AND

(1) \_\_\_\_\_ (having  
Income Tax PAN No. \_\_\_\_\_) son/wife of \_\_\_\_\_  
\_\_\_\_\_ residing at \_\_\_\_\_  
\_\_\_\_\_ P.S. \_\_\_\_\_ (2)  
\_\_\_\_\_ (having Income Tax PAN No.  
\_\_\_\_\_) son/wife of \_\_\_\_\_  
residing at \_\_\_\_\_  
\_\_\_\_\_ P.S.  
\_\_\_\_\_

hereinafter referred collectively to as “**the ALLOTTEE**” (which expression shall unless repugnant to the context mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

DEFINITIONS:

In this Conveyance the following additional expressions unless repugnant to the context shall have the meaning assigned thereto :

- A. "Act" and "WBREERA" means The Real Estate (Regulation and Development) Act, 2016 ;
- B. "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 ;
- C. "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 ;
- D. "Section" means a section of the Act ;
- E. Any singular expression used herein shall include plural and vice versa.
- F. Words importing masculine gender includes neutral or feminine gender and vice versa.
- G. Reference to any statute include all amendments or reenactments of such statute and all rules and regulations framed thereunder.

## **WHEREAS**

1. By and under a Deed of Conveyance dated 04.10.2024, registered in the office of Additional Registrar of Assurances- II, Kolkata, recorded in Book No. I, Volume No. 1902-2024, Pages from 701063 to 701108, being No. 190212687 for the year 2024, the Landowners purchased ALL THAT piece and parcel of land measuring about 08 Cottahs 12 Chittaks, comprised in C.S Dag No. 307, 147, 161 and 151, recorded under C.S Khatian No. 154, 130, 48, 200, 254 and 246, at Mouza – Khanpur, Pargana Khanpur, Touzi No. 151 and 152, at Municipal Premises No. 314, Netaji Subhas Chandra Bose Road, Kolkata 700047 (previously Kolkata –

700040) , Post Office – Naktala, Police Station – Netaji Nagar (previously Patuli and therebefore Jadavpur), Ward No. 098 within the jurisdiction of the Kolkata Municipal Corporation, under Municipal Assessee No. 210980603489, (Zone: Ward No. 98 – Ward No. 98) from Debabrata Sengupta and Others (hereinafter referred to as the “**SAID PREMISES**” and morefully described in First Schedule hereunder written.

2. Thereafter, the Landowners applied and caused mutation and recorded their names with the Kolkata Municipal Corporation under Assessee No. 210980603489.
3. The said Premises is earmarked for the purpose of constructing a Commercial cum Residential multistoried building having units of various sizes and specifications and the said project shall be known as “**SKYLARK HEIGHTS**” (hereinafter referred to as the “**SAID PROJECT**”).
4. By a Sanction Plan bearing Building Permit no. 2025100092 dated 11 August 2025, the Landowner/Promoter commenced construction of the said Project on the said Premises.
5. The Landowner No. 2 being RPB Creation Private Limited for convenience have duly authorized the Landowner No. 1 Skylark Retails Private Limited, to represent it in all matters relating to development, construction and marketing of the Project and other terms and conditions as mentioned in the Lead Promoter Agreement dated \_\_\_\_\_ and accordingly the Landowner No. 1 shall be the Lead Promoter and the other Promoter shall be bound by all acts of the Lead Promoter.
6. The Promoters have registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority on \_\_\_\_\_, 2025 under Registration no. \_\_\_\_\_.

7. The Allottee vide his application dated \_\_\_\_\_ applied for an apartment in the Project and the Promoters duly allotted Apartment no. \_\_\_\_ in the Project having super built up area of \_\_\_\_\_ square feet more or less corresponding to carpet area of \_\_\_\_\_ square feet more or less and Built Up area of \_\_\_\_\_ Square feet more or less on \_\_\_\_\_ floor along with a Mechanical Car Parking Space prorate share in the Common Areas and herein collectively referred to as “the said Unit” and more fully described in the Second Schedule hereunder.
8. By the Sale Agreement duly registered in the office of \_\_\_\_\_ in Book no. 1, Volume no. \_\_\_\_ at pages \_\_\_\_\_ to \_\_\_\_\_ and being Deed no. \_\_\_\_\_ for the year 2026 the Promoters agreed to sell to the Allottee and the Allottee agreed to purchase the said Unit more fully described in the Second Schedule hereunder at a Total Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) along with other advances and charges but exclusive of all taxes cess, duties etc. payable by the Allottee to the Promoters in the designated Account and on the terms and conditions stated therein

Or

By a Sale Agreement dated \_\_\_\_\_ the Promoters agreed to sell to the Allottee and the Allottee agreed to purchase the said Unit more fully described in the Second Schedule hereunder at a Total Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) along with other advances and charges but exclusive of all taxes cess, duties etc. payable by the Allottee to the Promoters in the designated Account and on the terms and conditions stated therein.

S. The Promoters have completed construction of the said Project and have received Completion certificate bearing no. \_\_\_\_\_ dated \_\_\_\_\_ from the Kolkata Municipal Corporation and the Allottee has paid and/or caused payment of the entire Total Price along with Taxes, and the statutory charges and other advances and charges for purchasing and/or acquiring the said Unit.

T. The Allottee after being fully satisfied with the workmanship and quality of construction of the said Unit and more particularly the said Apartment has taken possession of the said Unit on \_\_\_\_\_ herein referred to as "the Possession Date" without any demur or protest and has requested the Promoters to complete the transaction by executing and registering the Conveyance of the said Unit in his favour.

**NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS:-**

1.1. In pursuance of the Sale Agreement and in consideration of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (morefully described in the Third Schedule hereunder) along with Taxes, and the statutory and other charges by the Allottee(s) in terms of the Sale Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee(s) stated in this Conveyance Deed which amount has been arrived at upon due settlement of all accounts (including claims and counter claims for delay etc.), the Promoters hereby sell convey and transfer unto the Allottee(s), the said Apartment, absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the land appurtenant thereto as also in the Common Areas; (receipt whereof the Promoters do and each of them doth hereby as well as by the Memo of Consideration setforth hereunder

admit and acknowledge) the Promoters do and each of them doth hereby grant, sell, transfer, convey, assign and assure unto the Allottee ALL THAT residential Apartment no\_\_\_\_\_ in the Project having super built up area of \_\_\_\_\_ square feet more or less corresponding to carpet area of \_\_\_\_\_ square feet more or less and Built Up area of \_\_\_\_\_ Square feet more or less on \_\_\_\_\_ floor of the project known as **SKYLARK HEIGHTS** constructed on the Land comprised in C.S Dag No. 307, 147, 161 and 151, recorded under C.S Khatian No. 154, 130, 48, 200, 254 and 246, at Mouza – Khanpur, Pargana Khanpur, Touzi No. 151 and 152, lying and situated at Municipal Premises No. 314, Netaji Subhas Chandra Bose Road, Kolkata 700047 (previously Kolkata – 700040) , Post Office – Naktala, Police Station – Netaji Nagar (previously Patuli and therebefore Jadavpur), Ward No. 098 within the jurisdiction of the Kolkata Municipal Corporation in the District of South 24-Parganas and more fully described in Part I of the Second Schedule hereunder TOGETHER WITH the Parking Space more fully described in Part II of the Second Schedule hereunder and ALSO TOGETHER with indivisible undivided proportionate share in the Common Areas including the said Land comprised in the said project and herein collectively referred to as “the said Unit” OR HOWSOEVER OTHERWISE the said Unit or any part thereof now are or is or at any time or times heretofore were or was situated tenanted butted and bounded called known numbered described or distinguished TOGETHER WITH all singular and other rights liberties privileges easements appendages and appurtenances whatsoever to the said Unit belonging or in anyway appertaining thereto or usually held occupied or enjoyed therewith or known as part parcel or member thereof AND the reversion or reversions remainder or remainders and rents issues and profits thereof and every

part thereof and all the legal incidents thereof AND all the estate right title interest property claim and demand whatsoever both at law and in equity of the Promoters unto and upon the said Unit and every part thereof TO HAVE AND TO HOLD the said Unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH the right to use and enjoy the Common Areas and Installations as described in the Fourth Schedule hereunder and Common Easements described in the Fifth Schedule hereunder along with the Co-owners or Co-Allottees EXCEPTING AND RESERVING unto the Co-owners or Co-Allottees the easements, rights and privileges mentioned in the Sixth Schedule hereunder free from all encumbrances, charges liens, lispensens, claims and demands whatsoever absolutely and forever but subject to making payment of proportionate share of the Common Expenses mentioned in the Seventh Schedule hereunder and also subject to restrictions and the covenants contained herein and in the Eighth Schedule hereunder

**2. The Promoters do and each of them doth hereby covenant with the Allottee as follows :**

(a). That notwithstanding any act deed matter or thing by the Promoters done committed or knowingly permitted or suffered to the contrary the Promoters are now absolutely seized or otherwise well and sufficiently entitled to the said Unit hereby granted transferred conveyed sold assigned and assured or expressed or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or other thing whatsoever to alter defeat encumber and make void the same and NOTWITHSTANDING any such act deed matter or thing the Promoters

have now a good rightful power and lawful and absolute authority by these presents to grant transfer convey sell assign and assure unto the Allottee the said Unit absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

(b). That the Promoters have delivered vacant possession of the said Unit to the Allottee and the Allottee shall and will from time and at all times hereafter peaceably and quietly possess and enjoy the said Unit and receive all rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Promoters or any person or persons lawfully or equitably claiming through under or in trust for them.

(c). That the Allottee shall be freely clearly and absolutely acquitted exonerated and discharged from or by the Promoters or their predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner or former or other estates rights title interests liens charges and encumbrances whatsoever created made done occasioned or suffered by the Promoters or any of their predecessors-in-title or any person or persons rightfully claiming from under or in trust for the Promoters.

(d). That the Promoters and all persons having lawfully or equitably claiming any estate right title interest use trust property claim and demand whatsoever of into or upon the said Unit under or in trust for them shall and will from time to time and at all times hereinafter upon every reasonable request and cost of the Allottee make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things whatsoever for further better and more perfectly assuring conveying and confirming the said Unit unto and to the benefit of the

Allottee forever in the manner aforesaid as the Allottee shall or may reasonably require.

**3. The Allottee hereby covenants with the Promoters as follows:-**

- a) The sale of the Unit by the Promoters to the Allottee is subject to the restrictions and covenants contained in this Conveyance including the Eighth Schedule hereunder and the Allottee hereby declares that he shall own, possess, use and enjoy the Unit subject to the covenants and restrictions contained in this Conveyance including the Eighth Schedule hereunder.
- b) The Allottee shall observe and perform all the restrictions, terms, conditions, covenants, stipulations contained in this Conveyance including those stated in the Eighth Schedule hereunder written.
- c) The Allottee shall make proportionate contribution for the purpose of forming and registration of the Association for management and maintenance of the Common areas and Installations in the Project and shall also observe and comply with all rules, regulations and bye-laws that shall be framed by the Maintenance Agent or the Association.
- d) The Allottee shall make payment of the proportionate share of Common Expenses including proportionate share of municipal rates and taxes and other outgoings in respect of the Common Areas and Installations and shall also make payment of the entire maintenance charges and taxes including municipal taxes, multi storeyed building tax GST and all other outgoings in respect of the said Unit and keep the Promoters and the Co-owners or Co-Allottees saved, indemnified and harmless.
- e) The Allottee shall be liable to pay municipal property tax and other statutory liabilities

and impositions as may be assessed by the concerned authorities in respect of the said Unit and also to cause and obtain Mutation of the said Unit in its favour.

f) The Allottee shall make payment of maintenance charges to the Association or the Maintenance Agent appointed by the Association within the due date and, in default, the Maintenance Agent or the Association shall be at liberty to disconnect or discontinue all common services, amenities including supply of water to the said Unit and the right of user of the lift by the Allottee or his relatives, servants, agents, guests or visitors. Provided however the Allottee shall be forthwith entitled to restoration of all such common services and amenities upon payment of the arrears of maintenance charges together with interest at the rate specified in the Rules.

g) The Promoters have collected six (6) months of advance maintenance charges from the Allottee and shall be responsible for maintaining the project for a period of six (6) months from the date of receipt of the Completion Certificate. Upon the expiry of this six-month period, the Allottee, together with the other co-owners or co-Allottees, shall form an Apartment Owners' Association, which shall thereafter assume responsibility for the maintenance of the project in accordance with the terms and conditions set out in this Deed of Conveyance. For the sake of brevity it is hereby clarified that in circumstances the Allottee has booked the said unit any time after expiration of 6 months from the date of completion certificate, the same shall be treated as reimbursement of maintenance expenses pertaining to the said Unit, taken care by the Promoter during those six months period.

h) The Allottee shall not make any structural change in the design and specification of the said Unit without obtaining prior permission of Municipality and the Maintenance

Agent / Association.

**4. It is mutually agreed by and between the Promoters and the Allottee as follows :**

(a) The undivided proportionate share in the Common Areas and Installations appertaining to the Apartment sold transferred conveyed granted assured unto and in favour of the Allottee shall always remain indivisible and impartible.

(b) The Allottee shall not claim any ownership right or interest in any other unit in the Project or in the Common Areas and Installations except the right to use and enjoy of the Common Areas and Installations along with the Co-Allottees and/or Co-owners of other units in the Project.

(c) The Allottee as the Allottee of the Parking Space (if any) shall have a perpetual right to use and enjoy the Parking Space for parking of one motor car of standard size or motor cycle or scooter but shall have no undivided or impartible share in the said Land appertaining to the Parking Space. It is clearly agreed and understood that basis of computation of the undivided share of the Allottee in the Common Areas and Installations including the said Land shall be with reference to the covered area of the Apartment.

(d) The Apartment along with the Parking Space shall be treated as a single indivisible unit for all purposes and consequently the Allottee shall enjoy the Apartment along with the Parking Space as a single indivisible unit and shall have no right to transfer only the Apartment or only the Parking Space to any third party.

(e) The Allottee agrees that it shall be lawful for the Maintenance Agent or the Association to levy or impose maintenance charges in respect of the Parking Space.

(f) In pursuance of the Act and the Rules the association of the allottees shall be deemed to be in possession of the Common Areas and Installations and the Allottee shall have a right to enjoy the same alongwith Co-allottees subject to payment of the proportionate share of the Common Expenses.

(g) The Lead Promoter shall keep all documents of title of the said Land, sanctioned plans original occupation/completion certificate etc., of the Project as an agent on behalf of the association of allottees and shall allow inspection of the same to the Association as and when required.

(h) The Promoters shall also be at liberty to make further constructions on the roof and the terraces of the Buildings in the Building Complex in accordance with law and the Allottee shall not cause any objection or hindrance to such construction.

(i) The Promoters after obtaining requisite statutory approvals shall have a right to make any modification or alteration in any part of the Project which shall remain unsold or in the building elevation of the Project.

(l) The Maintenance Agent and/or the Association shall have right to frame and lay down all Rules and Regulations for proper enjoyment of the Building Complex by the Allottees thereof including the Allottee herein. In exercise of such power the Association shall be at liberty to fix the entry and exit time to and from the Project, opening and closing of the main gate, duration of running of the lifts, time for switching on and switching off of the common lighting, duration of running of the water pump and generator etc.

(m) The Maintenance Agent / Association shall have right to inspect the condition of the said Unit at all reasonable hours after giving at least twenty-four hours' prior notice in this regard to the Allottee.

(n) The Project shall always be known as Skylark Heights and such name shall not be changed without prior written permission of the Promoters.

(o) It is expressly agreed and understood that the restrictive covenants and stipulations and the terms and conditions contained in this Conveyance Deed shall attach and run with the Apartment and/or said Unit and it shall be lawful for the Promoters or the Maintenance Agent or the Association to take action against the Allottee, its nominee and assigns for any breach, violation or threatened breach or violation of such restrictive covenants and stipulations and the terms and conditions.

(p) Both the parties agree to observe, perform and abide by all of their respective covenants and obligations contained in the Sale Agreement.

(r) Save as specifically provided in this Conveyance, the Allottee shall have no right or claim over any other area, part or portion of the Project and/or Building Complex.

(s) The Promoters shall have right to display advertisements and put hoardings in the Project for sale of the unsold apartments, parking spaces and units in the Building Complex.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**  
(Description of "the said Premises")

**ALL THAT** piece and parcel of land measuring about 08 (Eight) 12 (Twelve) Chittaks be the same a little more or less, comprised in C.S Dag No. 307, 147, 161 and 151, recorded under C.S Khatian No. 154, 130, 48, 200, 254 and 246, at Mouza – Khanpur, Pargana Khanpur, Touzi No. 151 and 152, lying and situated at Municipal Premises No. 314, Netaji Subhas Chandra Bose Road, Kolkata 700047 (previously Kolkata – 700040) , Post Office – Naktala, Police Station – Netaji Nagar (previously Patuli and therebefore Jadavpur), Ward No. 098 within the jurisdiction of the Kolkata Municipal Corporation, which is butted and bounded as under :-

On the North	: By 12 feet wide KMC Road
On the South	: By N.S.C Bose Road
On the East	: By 15 feet wide KMC Road
On the West	: BY Others Property

### **THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

(Description of the Unit)

#### PART - I

ALL THAT Apartment no..... being a residential apartment, on the \_\_\_\_ floor at the Project “Skylark Heights”, to contain by measurement \_\_\_\_\_ square feet super built up area more or less [ which corresponds to \_\_\_\_\_ **square feet** built up area (more or less)/ AND \_\_\_\_\_ square feet carpet area (more or less)] of the Apartment together with undivided proportionate share of the land underneath the said building wherein the said Apartment is located together with the undivided share or interest in the common area, amenities and facilities morefully mentioned herein of the Project “Skylark Heights”.

#### PART – II

Perpetual right to use ALL THAT Mechanical Car Parking Space no. \_\_\_\_\_

### **THE THIRD SCHEDULE HEREINABOVE REFERRED TO**

#### **PART I**

## (TOTAL PRICE)

Head	Price (Rs.)
(i) Price for the Apartment	
(ii) Right to park _____ numbers of cark in the Multilevel Car Parking Space	
Total Price	

\*GST/other impositions applicable.

**PART II**

## (OTHER CHARGES)

Head	Price (Rs.)
6 months Advance Maintenance Charges @ Rs.2/- per square feet per month	
Electricity Connection Charges	
Legal Charges	<b>25,000</b>
Total	

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**

(Description of the Common Areas & Installations)

- 1) Lobbies on the ground floor
- 2) Driveway, Pathway, entrance and exit pathways of the Project
- 3) Main gate and other gates of the said premises and Project
- 4) Boundary walls of the premises including outer side of the walls of the building at the said premises and extensions thereto
- 5) Other common parts and areas covered or open in or about the premises or its extension as necessary for passage to or construction, use and occupancy of the said premises and extension thereof.
- 6) Staircases and Staircase landings on all the floors
- 7) Lift lobbies and lift wells on all the floors
- 8) Lift installations and Machine Room
- 9) Water pump, water tank and reservoir (overhead and underground), water pipes and other common pumping installations and spaces required thereto

- 10)Electrical rooms, common electrical wiring, Meter room, meant for common use
- 11)Drainage and sewerage evacuation pipes from the unit to drains and sewers common to the said premises

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO**  
(Common Easements)

1. The Allottee shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the Unit and the common areas of the Project or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto EXCEPTING AND RESERVING unto the other allottees the rights, easements, quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereunder.
2. The right of way in common as aforesaid into and upon common passage, entrances at all times and for all purpose connected with the reasonable use and enjoyment of the said Unit subject to such restrictions as are contained herein and as may be lawfully imposed by the Association.
3. The right of flow in common as aforesaid of gas, if any, electricity, water and waste or soil from and/or to the said Apartment through pipes drains, wires and conduits lying or being in under or over the other parts of the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
4. The right of the Association with or without workmen to enter from time to time upon the other parts of the Project for the purpose of re-building repairing replacing or cleaning so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of re-building, repairing, replacing or cleaning any part or parts of the said Unit in so far as such re-building, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situations upon giving forty eight hours previous notice in writing of the intention of the Allottee to the person entitled to the same.

**THE SIXTH SCHEDULE HEREINABOVE REFERRED TO**  
(Exceptions & Reservations to the Common Easements)

The under mentioned rights, easements, quasi-easements and privileges

appertaining to the said Apartment shall be excepted and be reserved unto the Co-allottees, owners and/or occupiers of other apartments in the Project;

1. The right of flow in common with the Allottee and the allottee of the other apartments in the Project of gas, if any, electricity, water and soil or waste from and to any part (other than such allocation) to the other part or parts of the Project through pipes, drains, wires, conduits lying or being in under through or over the said Apartment and as far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other part or parts of the Project.

2. The right as would otherwise become vested in the Allottee by means of any structural alterations to the said Apartment or otherwise in any manner to lessen or diminish the normally enjoyed by other part or parts of the Project.

3. The right with or without workmen and necessary materials enter from time to time upon the said Apartment for the purpose of re-building, repairing, replacing, cleaning or clearing so far may be necessary such pipes, drains, wires and conduits as aforesaid PROVIDED ALWAYS THAT save in case of emergency the Allottees of the other apartments of the Project shall give to the Allottee prior forty eight hours written notice of their intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO**

(COMMON EXPENSES)

1. All costs and expenses of maintenance, operating, replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the Common Areas and also the outer walls of the Building in the Project.

2. All costs and expenses for providing all common services and facilities in the

Project.

3. The salaries, perquisites and all other benefits payable to caretaker, security staff, liftman, plumber, electrician, sweepers, clerks and other staff.
4. All charges and deposits for supply and maintenance of all common services, facilities and amenities including lifts, water pump, generator etc.
5. Municipal taxes and other outgoings on the Common Areas.
6. Costs and charges of establishment for maintenance of the Project and for watch and ward staff.
7. All litigation expenses for protecting the rights, title or interest in respect of the Entire Land and the Project.
8. All expenses incurred for formation of the Association.
9. All expenses incurred for maintaining the office of the Association for common purposes.
10. Contributions payable for creation of a reasonable building reserve fund.
11. All other expenses and outgoings as are deemed by the Association to be necessary or incidental for proper management of the Common Areas and supply of common services and amenities in the Project.

**THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO**

(Restrictions and covenants to be observed and performed by the Allottee and the Co-allottees)

In connection with the use and enjoyment of the said Unit, the Allottee shall observe the following negative covenants: -

- (i) Not to throw any rubbish or store any article or combustibles goods in the Common Areas save to such extent and at such place or places if any as may be specified and/or permitted.
- (ii) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Unit.

- (iii) Not to damage or demolish any part or portion of the said Unit.
- (iv) Not to claim any right over and in respect of any open space not forming part of the Common Areas.
- (v) Not to hang any article in the open space outside the said Unit.
- (vi) Not to install any machinery which may cause or likely to cause any vibration in the said Building.
- (vii) Not to install any air-conditioning machine having projection over any part or portion of the Common Passage.
- (viii) Not to do anything in the said Unit which may lead to increase in insurance premium of the Building.
- (ix) Not to cause any nuisance or annoyance to the co-purchasers and/or lawful occupants of other portions of the Building.
- (x) Not to install any private generator for the purpose of obtaining supply of electricity to the said Apartment.
- (xi) Not to make any addition or alteration in the said Unit including opening or closing of any window or wall without prior consent of the Lead Vendor or the Association.
- (xii) Not to close the verandah or staircase landings or make any alteration in the building elevation of the Building.
- (xiii) Not to decorate or paint or otherwise alter the exterior of the Building or Common Areas of the Building including elevation of the Building in any manner save in accordance with the general scheme thereof as specified by the Lead Promoter or the Association.
- (xiv) Not to do anything whereby the other co-allottees are obstructed or prevented from enjoyment of their respective units.
- (xv) Not to claim any right in any other part of the Building save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Apartment and in particular not to claim any right to any space or store-room or terrace save as is expressly granted.
- (xvi) Not to display or affix any neon sign or sign-board on any outer wall of the Building or the common areas.
- (xvii) Not to claim any partition or sub-division of the Entire Land or the Plinth area or the Common areas and not to partition the said Unit by metes and bounds.

- (xviii) Not to erect any building or structures on the Common Areas.
- (xix) Not to store any goods of hazardous or combustible nature or goods which are too heavy and which may affect the construction or structure of the Building;
- (xx) Not to demolish, puncture, cut, groove, tamper with or reduce the width of any RCC structure, namely, columns, beams or slabs or the load bearing walls in any manner
- (xxi) Not to construct or raise any mezzanine or additional floor in the Unit.
- (xxii) Not to take any wire or cable from outside the building/apartment to any part or portion of the Unit for any purpose.
- (xxiii) Not to paint the balcony with any colour other than white colour.

2 The Allottee shall also observe, comply with and perform the following covenants and stipulations:

- (i) To use the Unit only for residential purpose and not for any commercial purpose ;
- (ii) To keep the said Unit in a good state of repairs and condition.
- (iii) To permit the office bearers and agents of the Maintenance Agent or the Association with or without workmen at all reasonable time and upon twenty four hours previous notice in writing, save in case of emergency, to enter upon the said Unit and any every part thereof to view and inspect the state and condition thereof and to take notice of all defects decay and want of repairs that may be found.
- (iv) To repair and make good all such defects decays and want of repair to the said Unit at its costs within 15 days from the date of receipt of such notice.
- (v) To allow the allottees of other units in the Building the rights easements and/or quasi-easements.
- (vi) To observe the rules and regulations framed by the Lead Promoter or the Association of the Project regarding the manner of the use of the said Unit and the Common Areas.
- (vii) To sign all papers and documents and give his consent as and when required by the Promoters for obtaining sanction of plan for making any addition or alteration in the Common Areas.

IN WITNESS WHEREOF this Conveyance Deed has been executed by the parties hereto on the day, month and year first above written.

SIGNED AND DELIVERED on behalf of the withinnamed PROMOTERS at Kolkata

SIGNED AND DELIVERED by the withinnamed ALLOTTEE at Kolkata

Witnesses to Both :-

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Drafted by:



=====  
DATED THIS            DAY OF            2026  
=====

B E T W E E N

SKYLARK RETAILS PRIVATE LIMITED. & ANR.  
PROMOTER

AND

.....

ALLOTTEE

**SALE DEED OF APARTMENT NO..... ON  
.....FLOOR IN THE PROJECT  
SKYLARK HEIGHTS**