

CONVEYANCE DEED

1 Date:

2 Place: Kolkata.

3 Parties:

(1) **MAITREYEE BANDYOPADHYAY (PAN AESPB5395R, AADHAAR NO. 256224851367)** , wife of Late Nabendu Kumar Bandyopadhyay , aged about 70 years, by faith Hindu, by occupation housewife , residing at 9/11, Fern Road, P.S.- Gariahat, P.O. - Ballygunge, Kolkata - 700019 (2) **LOPAMUDRA CHATTERJEE (PAN ACSPC0100H, AADHAAR NO. 786264335998)**, wife of Late Basudeb Chatterjee, aged about 60 years, by faith Hindu, by occupation housewife, residing at 9/11, Fern Road, P.S.- Gariahat, P.O. - Ballygunge, Kolkata-700019 (3) **SREEJATA CHATTERJEE (PAN BBQPC9459P, AADHAAR NO. 830256392607)**, daughter of Late Basudeb Chatterjee , aged about 38 years, by faith Hindu, by occupation service, having permanent residence at 9/11, Fern Road, P.S.- Gariahat, P.O. - Ballygunge, Kolkata-700019, (4) **SHREEMOYEE CHATTERJEE (PAN CEVPC1598A , AADHAAR NO. 455716809760)**, daughter of Late Basudeb Chatterjee, aged about 36 years, by faith Hindu, by occupation unemployed, residing at 9/11, Fern Road, P.S. - Gariahat, P.O. - Ballygunge, Kolkata-700019 represented by her mother and natural guardian Smt.Lopamudra Chatterjee, wife of Late Basudeb Chatterjee, (PAN ACSPC0100H, AADHAAR NO. 786264335998), hereinafter collectively referred to the 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 4 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.

- 3.1 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 48 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 54 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

3.2 Mr./Mrs..... (PAN) son/daughter of Mr., 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**.

3.3 Owner No.1 to 4 collectively called Owners

Owners, Purchaser and Developer 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 thefloor, described in **Part-I** of the **2nd Schedule** below (**Said Flat**), in the proposed building named “**Skyline Vasudha**” at Premises no. 9/11, Fern Road, P.S. - Gariahat, P.O. - Ballygunge, Kolkata-700019 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 issquare feet alongwith an exclusive balcony having a carpet area ofsquare feet, corresponding tosquare feet of built up area more or less. The Purchaser have taken inspection of the Sanctioned plans and also the revised plans/Completion Plans and are satisfied with the measurements mentioned therein. The Purchaser have also verified the physical measurements of the flat and are completely satisfied with the same.

4.4 Parking Space: The right to park..... car 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 9/11, Fern Road, P.S. - Gariahat, P.O. - Ballygunge, Kolkata-700019, within Ward No. 68 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.2022080069 dated 27/08/2022 (**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. 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 no in thefloor having a carpet area of square feet alongwith an exclusive balcony having a carpet area ofsquare feet,

corresponding to square feet of built up area alongwith the right to park motor car 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 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 has already paid to the Developer the entire consideration for the purchase of the said Flat alongwith the right to parkmedium size car 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 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 to the Developer, and the Developer 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 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 about the Purchaser 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 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 observe, and accept the stipulations, regulations and covenants (collectively **Covenants**), described below:

(a) **Title, Plan and Construction:** The Purchaser have examined or caused to be examined the following and the Purchaser 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 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 Vasudha**”, 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, 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 are acquainted with, fully aware of and are 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 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, the Purchaser 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 Purchasers 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 Purchaser hereby indemnify and agree to keep the Developer and/or the Sellers saved, harmless and indemnified. The Purchaser 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 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 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 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 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 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 and/or the Sellers or to any other intending Purchasers

- (v) The main electric meter has been installed only at the common meter space in the ground floor of the Said Premises. The Purchaser 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 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. The Purchasers shall have no right to use the open parking areas and the said open parking areas shall always remain under the possession of the Developer and the Sellers and the Purchasers shall not raise any objection to the same.
- (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 Vasudha" forever. In the event of the Purchasers making any and/or all the said alterations/changes, the Purchasers 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 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 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 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 let out or sell the Said Flat And Appurtenances, or portion thereof, the Purchasers 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 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 to the Purchasers.
- 9.2 **Purchasers Entitlement :** The Developer and/or the Sellers hereby covenant that the Purchaser 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 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 Purchasers 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/Promoter in accordance to this agreement for sale is brought to the notice of the Developer/Promoter 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/Promoter to rectify such defects within such time and the aggrieved 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.

1st Schedule

Part-I

(Said Premises)

ALL THAT the piece and parcel of land measuring an area of 5 (Five) Cottahs, 3 (Three) Chittaks 27 (Twenty Seven) Square Feet be the same a little more or less together with three storied Building each floor having an area of 2000 Square Feet more or less at and being premises no. 9/11, Fern Road, P.S - Gariahat, P.O.-Ballygunge, within Borough VIII, Ward no.68, Kolkata-700019 under South 24 Parganas, A.D.S.R. Alipore together with three storied building standing thereon and bounded as follows:-

ON THE NORTH : By Premises no 9/8 Fern Road;

ON THE SOUTH : By 30 feet wide Municipal road

ON THE EAST : By 8 feet wide passage beyond which premises nos.8/53/1, Fern Road and 8/54, Fern Road are situated

ON THE WEST : By premises No. 9/6 , Fern Road and 9/7, Fern road

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 on 28th November, 1947 Ballygunge Real Property and Building Society Limited, a joint stock company incorporated under the Companies Act, 1913 having its registered office at 26, Hindusthan Park, P.S Ballygunge, Kolkata 700019, District 24 Parganas as owner sold, transferred and conveyed to Sri Ramesh Chandra Chatterjee, son of Baikuntha Chandra Chatterjee, of ALL that the land measuring an area of 05 Cottahs 03 Chittaks 27 Square Feet more or less being Plot No.11, Holding No.12, Division V, Sub Division K, Dihi Panchannagram, of Mouza South Gadsha Police Station Ballygunge, now Gariahat, being portion of Municipal Premises No.9, Fern Road, within the Limits of Corporation of Calcutta.

AND WHEREAS after purchase of the aforesaid land, the said Ramesh Chandra Chatterjee mutated his name in respect of the aforesaid property in the records of the Calcutta Municipal of Corporation and constructed a three storeyed house thereon. The said property and premises has been assessed known and numbered as Premises No.9/11, Fern Road, Kolkata-700019.

AND WHEREAS the said Ramesh Chandra Chatterjee prior to his death executed his Last Will and Testament dated 3rd January 1964 appointing Sri Bhupati Nath Chatterjee(also known as Bhupati Nath Chattopadhyay) son of Ramesh Chandra Chatterjee(also known as Ramesh Chandra Chattopadhyay)as the Executor named in the Will.

AND WHEREAS after the death of said Ramesh Chandra Chatterjee, the named Executor Bhupati Nath Chatterjee applied for Grant of Probate of the Will of the said Ramesh Chandra Chatterjee before the Hon'ble High Court at Calcutta in its' testamentary and intestate jurisdiction bearing Probate Case No.190 of 1965-66 and the said Will was duly probated by the Hon'ble High Court at Calcutta on 31.05.1966.

AND WHEREAS by virtue of the grant of probate of the Will of said Ramesh Chandra Chatterjee, Sri Bhupati Nath Chatterjee was the legatee named in the said Will and the said Sri Bhupati Nath Chatterjee thus became the sole and absolute owner of the land and building of the property at Premises No.9/11, Fern Road, more particularly described in the Schedule hereunder written.

AND WHEREAS the said Bhupati Nath Chattapadhyay died intestate on 01.07.1988 leaving behind his wife Smt. Soshikona Chatterjee alias Maya Chatterjee, son Basudeb Chatterjee and daughter Smt. Maitreyee Bandyopadhyay, wife of Shri Nabendu Kumar Bandyopadhyay as his only heirs and legal representatives.

AND WHEREAS Soshikona Chatterjee alias Maya Chatterjee died intestate on 22.02.2011 leaving behind her aforesaid son Basudeb Chatterjee and daughter Maitreyee Bandyopadhyay, wife of Shri Nabendu Kumar Bandyopadhyay as her only heirs and legal representatives.

AND WHEREAS on the death of Soshikona Chatterjee alias Maya Chatterjee ,her aforesaid son and daughter became the absolute owner each having an undivided one-half(1/2) share on the land and building of the property at Premises No.9/11, Fern Road,Kolkata-700019.

AND WHEREAS thus Basudeb Chatterjee and Smt. Maitreyee Bandyopadhyay became the joint owners of the land and building of the property at Premises No.9/11, Fern Road, Kolkata-700019

AND WHEREAS the said Basudeb Chatterjee died intestate on 15.03.2019 leaving behind his wife Smt. Lopamudra Chatterjee and two daughters namely Smt. Sreejata Chatterjee and Smt. Sreemoyee Chatterjee as his only heirs and legal representatives.

AND WHEREAS thus on the death of the said Basuded Chatterjee, his undivided one-half (1/2) share in the said property and Premises No.9/11, Fern Road,Kolkata-700019 devolved upon his aforesaid wife, Smt. Lopamudra Chatterjee and two daughters namely, Smt. Sreejata Chatterjee and Smt. Sreemoyee Chatterjee.

AND WHEREAS thus the said Maitreyee Bandyopadhyay, Smt. Lopamudra Chatterjee, Smt. Sreejata Chatterjee and Smt. Sreemoyee Chatterjee are presently the joint owners and are absolutely seized and possessed of and otherwise well and sufficiently entitled to ALL that the land measuring an area of 05(Five) Cottahs 03(Three) Chittaks 27(Twenty Seven) Square Feet more or less being Plot No.11, Holding No.12, Division V, Sub Division K, Dihi Panchannagram, of Mouza South Gadsha Police Station Ballygunge, now Gariahat, within the Limits of Corporation of Kolkata together with a three storied building standing thereon lying situate at and being Premises No.9/11, Fern Road, P.S - Gariahat, P.O.- Ballygunge,Kolkata 700019 within Ward No.68 of the Kolkata Municipal Corporation having Assessee No.110681401234.

AND WHEREAS the OWNERS being desirous of developing the said property, have entered into a development agreement with the DEVELOPER for development of the said property and premises at 9/11, Fern Road, P.S.- Gariahat, P.O.- Ballygunge, Kolkata-700019. The said Development agreement dated 04.08.2022 was registered in the office of the District Sub Register-II, South 24 Parganas, West Bengal, in Book-I, Volume no. 1602-2022, page from 365835 to 365888, being no. 160210334 for the year 2022.

AND WHEREAS the OWNERS also executed and registered a Power of Attorney in favour of Sri. Palash Mazumder and Sri. Lalit Baid, both Partners of Skyline Projects, the Developer herein. The said Power of Attorney dated 04.08.2022 was registered in the office of the District Sub Register-II, South 24 Parganas, West Bengal, in Book-I, Volume no. 1602-2022, page from 365811 to 365834, being no. 160210341 for the year 2022.

AND WHEREAS in terms of the said Development Agreement dated 14th August 2022, the Said flat and the said car parking space fall in the Developers allocations and that they are free to deal therewith.

2nd Schedule
Part-I
(Said Flat)

Residential Flat No. on thefloor, having carpet area square feet plus an exclusive balcony having a carpet area of square feet, i.e a total carpet area ofsquare feet corresponding to square feet of built up area approximately comprised in the said proposed building named “**Skyline Vasudha**” to be constructed at the said premises and delineated on the Plan annexed hereto.

Part-II
(Parking Space)

The right to park car in the Car Parking Space in the ground floor of the said proposed building named “**Skyline Vasudha**” to be constructed at the said premises and delineated on the Plan annexed hereto.

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 right to park one medium sized motor car in the Parking Space, being the 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.

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.
- 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 purchasers a sum of **Rs./-** (**Rupees** **Only**) in the following manner:

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

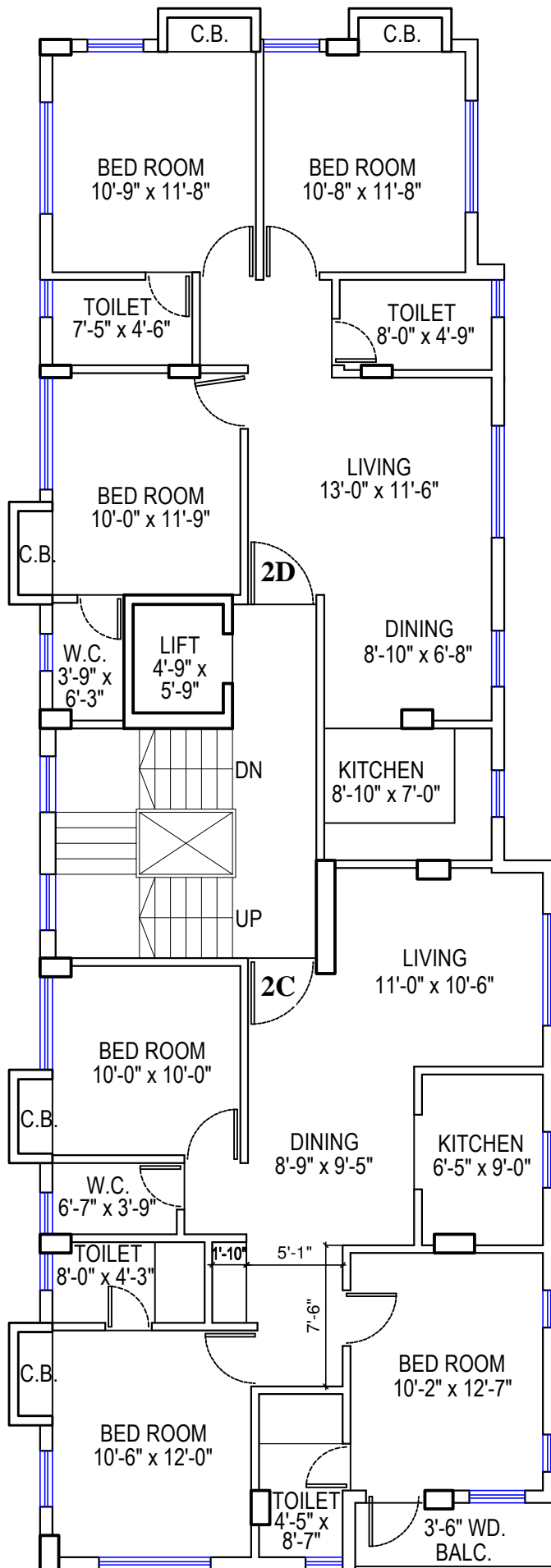
(Rupees.....)

Witnesses:

1.

2.

(Developer)



2nd Floor Plan