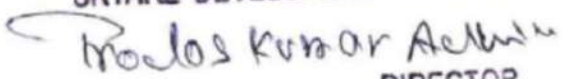


**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the....., Day of August, 2023.

**BETWEEN**

**1. SRI RANJIT PAUL** , having pan number BGBPP6134J, son of late Madan Mohan Paul, by faith- Hindu, by Nationality- Indian, by occupation -Business, residing at 69, S.N. Roy Road, P.S. New Alipore. P.O. Sahapur, Kolkata – 700038, **2. SRI SUBHASH PAUL** having pan number AFZPP5188A, son of late Madan Mohan Paul, by faith- Hindu, by Nationality- Indian, by occupation -Business, residing at 69, S.N. Roy Road, P.S. New Alipore. P.O.Sahapur, Kolkata - 700038. hereinafter called and referred to as the **“LAND OWNER/ OWNER”** (which expression shall unless excluded by or repugnant to the context or the subject be deemed to mean and include their legal heirs, successors, successors-in-interest, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART**.

SKYARE DEVELOPERS PVT. LTD.  
  
DIRECTOR

**AND**

**M/S SKYARE DEVELOPERS (P) LIMITED**, CIN of the company U45309WB2016PTC217164, having pan number AAXCS4676E a company formed under companies Act 1956, amended from time to time and having its office at 98A/3, Brojomoni Debya Road, Police Station Thakurpukur, Kolkata - 700061 represented by its director **SRI. PRODOS KUMAR ADHIKARI** having pan number ARNPA8234A, son of Sri.Provat Kumar Adhikari, residing at 259, Kalitala Road, Uttarpurbachal Police Station Garfa, Kolkata - 700078, hereinafter referred to as the '**DEVELOPER**' (which terms shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-office, representative, executors, administrators and assigns) of the **SECOND PART**.

**AND,**

1.**SRI.....** Pan number..... son of Sri..... residing at .....Road, P.S....., Kolkata -....., by faith....., by occupation .....herein after called and referred to as the "**PURCHASER**" (which terms and expression shall unless excluded by or repugnant to the context shall be deemed to mean and include his legal heirs, executor, administrators, representatives and assigns) of the **THIRD PART**.

**WHEREAS,**

1. Sri Bhanu Gopal Paul was owner of all that piece and parcel of land admeasuring 15 katha 01 chittak 40 sqft by way of inheritance lying and situated in Mouza Sahapur, Pargana Balia, J.L.No.8, Kahtian Number 248, R.S Dag No.337,338 and 339 Touzi Number 93/101 KMC holding number 58, S.N.Roy Road under KMC ward Number 119 and while in possession Sri. Bhnau Gopal Paul recorded his name in the records of BL & LRO.

2. While in such possession Sri Bhanu Gopal Paul died intestate on 01.08.1982 leaving his only son Sri Madan Paul as his legal heir . Sri

Madan Paul inherited the entire 15 katha 01 chittak 40 sqft land left by his father late Bhanu Gopal Paul .

3. While in possession Sri Madan Mohan Paul died intestate on 07.08.1994 leaving back Smt. Puspa Paul (wife), Smt Kalyani Paul (daughter) , Sri Ranjit Paul (son) and Sri Subhas Paul (son) as his only legal heirs, who inherited the said 15 katha 01 chittak 40sqft land in undivided equal  $\frac{1}{4}$  th share each.

4. While in such possession the legal heirs of late . Madan Mohan Paul for better managing the said property executed a registered family partition deed dated 15<sup>th</sup> May 1998 duly registered in the office of .....and the said deed was recorded in Book No. I, volume No.28 Pages from 197 to 206 being no 1202 for the year 2005 where in

- a) Smt. Puspa Paul and Smt. Kalyani Paul jointly received 04 kattha 14 chittak 6 sqft land referred to First Part in the said Partition Deed.
- b) Sri. Ranjit Paul received 04 kattha 02 chittak 03 sqft land referred to as Second Part in the said Partition Deed.
- c) Sri. Subhas Paul received 04 kattha 02 chittak 03 sqft land referred to as Third Part in the said Partition Deed.

It is to be mentioned here that 01 kattha 05 chittak 30 sqft land was kept for common passage and was not distributed among the legal heirs of late Bhanu Gopal Paul.

5. After such family partition deed Sri Ranjit Paul and Sri Subhas Paul. Out of their share vide a registered deed of Gift dated 27.04.2012 Gifted 09 chittak 27 sqft land to Sri Biswanath Mondal & Sri Kasinath Mondal the Said Deed of Gift was duly registered in the office of Additional District Sub Register Behala and was recorded in Book No. I, CD Volume No. 13, pages from 3845 to 3860 being No. 04199 for the year 2012.

6. Sri. Ranjit Paul vide a registered Deed of Gift dated 27.04.12 out of his Share gifted 09 chittak 27 sq.ft. land to Sri Ashok Kumar Paul and

Sri Aurobindo Paul the said Deed of gift was duly registered in the office of Additional District Sub-Register Behala and was recorded in Book No. I ,CD Volume No . 13, Pages from 3829 to 3844 for being No. 04197 for the year 2012

7.Sri. Subhash Paul vide a registered Deed of gift dated 27.04.2012 out of his share gifted 09 chittak 27 sq.ft land to Sri Sambhu Paul and Sri Tarak Bose . The Said Deed of Gift was duly registered in the office of Additional District Sub Register Behala and was recorded in Book No. I, CD. Volume No. 13, Pages from 3861 to 3876 being No. 04195 for the year 2012

8.Sri. Subhash Paul vide another registered Deed of Gift dated 27/04/2012 out of his share gifted 09 chittak , 27sq.ft. land to Sri Ratan Chandra Mondal the said Deed of Gift was duly registered in the office of Additional District Sub Register at Behala and was recorded in Book No. I, CD. Volume No. 13, Pages from 4294 to 4309 being No. 04198 for the year 2012

9. Sri Ranjit Paul & Sri Subhas Paul vide a registered Deed of Gift dated 27.04.2012, out of their share Gifted 09 chittak 27 sq.ft land to Sri Susanta Kumar Dutta. The said deed was duly registered in the office of Additional District Sub Register at Behala and was recorded in Book No. I, CD. Volume No. 13, Pages from 3813 to 3828 being no 04202 for the year 2012.

10. Sri Ranjit Paul and Sri. Subhas Paul after such Gift/Gifts is left with 05 katha 04 chittak land, out of the total 08 Katha 04 chittak land. , to make their property into one single plot the owners herein had executed two registered deed of Gift both on the 18th Day of January 2023 both registered in the office of Additional District Sub Registrar Behala 24 parganas South and recorded in book number I, CD Volume Number 1604-2023, Pages from 19498 to 19513. being number 160400587 for the year 2023 and the other one was recorded in book number -I, Volume number 1604-2023, pages from 19483 to 19497 being number 160400586 for the year 2023.

11. That the Owner herein for the purpose of Development of their premises after demolishing the existing building/ structure thereon but due to their paucity of fund they wish to appoint an eminent Developer to develop the said property for construction in his said Property a building consisting of several flat/s and spaces therein at the cost of the Developer as per scheme or plan made by him.

12. The Developer herein knowing the proposal of Land Owner has agreed to take over the said Development work on Premises No. 58C, S.N.Roy Road, P.S New Alipore, Kolkata - 700034 as per terms and conditions written in the Registered Development Agreement with Development Power of Attorney dated 1st Day of April 2022 duly executed and registered in the office of additional district sub registrar Behala 24 parganas on and recorded in Book number I, Volume number 1607 - 2022, pages from 176097 to 176141 being number 160705091 for the year 2022.

That being approached by the Developer herein, the Purchaser herein has agreed to acquire and purchase a flat being No....., facing ..., measuring about ..... sq. ft super built up area, with all common facilities attached therein together with undivided proportionate share of the land underneath and with other easement and quasi easement right attached thereto at the said Premises No.58C, S.N. Rpy Road, P.S.New Alipore, Kolkata – 700 034 which is more fully and particularly described in the Schedule – ‘B’ hereunder written and hereinafter altogether to as the “Flat” at or for the price of Rs...../- (.....) only on certain terms and conditions which have been agreed between the parties hereto and recorded hereunder.

**NOW THIS INDENTURE WITNESSETH** as follows:

**THAT** in pursuance of the agreement for sale dated .... 2024, and in consideration of the said sum of Rs..... ( .....) only being true and lawful money of the Union of India paid by the purchaser to the vendor herein on or before execution of these presents, the receipt whereof the vendor herein has admitted and acknowledged as per the

Memo of Consideration written hereunder) towards the costs of the ..... facing ....., ..... Floor Flat being numbered ..... with the proportionate land of the Schedule 'A' premises the vendor herein **DOTH** hereby forever release, acquit, exonerate, sell, convey, transfer and discharge upon the purchasers in respect of **ALL THAT** piece and parcel of the ..... facing ..... Floor Flat measuring about .....sqft super built up area a little more or less consisting ..... bed rooms, ..... drawing - cum - dining - ..... kitchen, ..... toilets one ..... on the ..... Floor together with the undivided proportionate share of land along with easement rights of common areas, passages, pathways, installations, fittings, fixtures of the said building lying and situated at premises no.58C, S.N.Roy Road, Ward No.119, Kolkata - 700034, P.S. New Alipore(within the limits of the Kolkata Municipal Corporation, District South 24 Parganas (particularly mentioned in the respective schedule 'B' hereunder written) and delineated in **RED** Border Lines in the attached Plan/Map which is the part and parcel of this Deed of Conveyance, the Developer herein DOTH hereby grant, convey, sell, transfer, assign and assure absolutely unto the Purchasers **ALL THAT** the impartible undivided proportionate interest in the land of the said schedule 'A' Premises **TOGETHER WITH** all easement and quasi-easement or other stipulations and provisions for the beneficial use and enjoyment of the said flat (more fully and particularly described in the Schedule 'B' hereunder written) along with the right to use the common areas, and facilities and installations of the said building such as open spaces surrounding the building, main entrance gate, boundary wall, stair case, landings, lobbies, underground and overhead water reservoir, septic tank, drainage, sewerage, common meter spaces, pump room (with the absolute ownership right of all sanitary fittings, fixtures, windows, grills, electrical wiring, lighting installed or situated in the said flat) pipeline, lighting on common passages, plumbing installations, common water tap and other common installations of the said building more fully described in the Schedule 'C' hereunder written in common with all other owners or occupiers of the flats of the

building for the purpose of uninterrupted ingress, egress and use of the said property **OR HOWSOEVER OTHERWISE** the said property now are or is or at any time heretofore were, was, situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all yards, compounds areas and other rights, lights, liberties, easements, privileges, appendages, appurtenances, benefits and advantages, whatsoever belonging or in any way appertaining to or usually held and occupied, enjoyed, accepted or reputed to belong or appurtenant thereto **AND** the reversion or reversions, reminders and the rents, issues and profits thereof and every part thereof **AND** all the estate right, title, interest, inheritance, use, trust, property and possession claim and demands whatsoever upon the Schedule 'B' mentioned flat both at law and in equity of the vendor unto and upon or in respect of the said property or every part thereof **AND** all deeds, muniments, writing/writings and other evidences of title exclusive relating to or concerning the said property or any part thereof which now are or is or at any time or times shall or may be in possession custody or power of the vendor herein and can or may procure the same without any action or suit of law or in equity **TO HAVE AND TO HOLD** the said property hereby sold unto the purchasers and forever delivered and transferred the said flat mentioned in the Schedule 'B' hereunder written which is absolutely free from all encumbrances, trusts, liens, lis pendens, attachments, claims and demands **WHATSOEVER** and the property thus purchased by the purchasers and the purchasers along with their respective heirs, executors, successors shall have the right to use, occupy and possess the flat absolutely together with the common parts in common with other co-owners, purchasers of the said building and such common parts being occupiers of the common parts described in the respective schedule hereunder **AND** the purchaser shall use, occupy, possess, let out and also shall have right to sell, convey, transfer, gift, lease, mortgage, convey or dispose of the said flat and the undivided proportionate share of said land and some common restrictions upon the purchaser along

with other purchasers of the flats for the development and maintenance of the said property for future benefits of the purchasers and other owners and occupiers of the building AND also subject to the purchasers shall pay and discharge the payment of all taxes and other impositions of the said flat wholly and the said building proportionately.

**THE VENDOR DO HEREBY COVENANT WITH THE PURCHASERS**

as follows:

- a. **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the vendor has good and absolute right, title and authority to sell, convey and transfer the schedule mentioned property free from all encumbrances, charges, liens, lis pendens, demands and claims whatsoever particularly described in the schedule hereunder written and all right, privileges and appurtenances thereunto belonging and hereby sold, conveyed and transferred and that the vendor has not done or knowingly suffered anything whereby the property may be encumbered effected or impeached in estate title or otherwise.
- b. That the vendor shall and will at all times indemnify and keep indemnified and keep harmless the purchasers against all claims, demands, whatsoever in respect of the said property hereby sold and conveyed and make good the purchasers of all losses, costs and expenses that may be accrued or be incurred by reason of any defect, deficiency that may be found or detected in right, title and interest in the said property and for getting the same right.
- c. That the purchasers shall henceforth peacefully and quietly hold, possess and enjoy the rents, issues and profits desirably from and out of the said property hereby sold without any lawful eviction, interruption, hindrances, claims or demands whatsoever from or by the vendor herein or any other person or persons claiming through or under entrust for the vendor and without any lawful hindrances and interruptions or disturbances by any person/persons whatsoever.



d. That all the rates, taxes and revenues and other impositions payable in respect of the said flat hereby sold have been fully paid by the vendor unto the date hereof and if any portion of such be found to have been remained unpaid for the period unto the date agreement for sale, the same shall be deemed to be the liability of the vendor and realisable from the vendor herein, but after handing over the possession in respect of the said flat by the vendor to the purchasers herein all the obligations are to be complied by the purchasers herein.

e. That the vendor herein shall at all times do and execute at the costs and expenses of the purchasers all such further acts, deeds and things and assurances as may be reasonably acquired by the purchasers for the better or further affecting and assuring the conveyance hereby sold and conveyed.

f. That the vendor has handed over today the respective copy of deed or other papers for inspection by the purchasers or other statutory authority in future, if required for mutation and other related works.

**THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR**

1. That upon delivery of possession of the flat hereby sold, the purchasers herein shall be entitled to use and possess the same and every part thereof exclusively and to the rent issues and profits thereof.

2. That the purchasers shall pay all the Municipal rates and taxes and other outgoings proportionately in respect of the said ..... floor flat mentioned in the Schedule 'B' herein from the date of execution of this deed of conveyance.

3. That the purchasers shall also apply for and mutate their name as the owner in respect of the ..... Floor flat being number ..... hereby sold before the appropriate concerned authority at their own costs and the purchasers herein shall pay all taxes.

4. That the purchasers since this day provide all and punctually contribute and pay month by month and every month the proportionate share of the costs expenses and outgoings, if any, including the maintenance service charges.

5. That the purchasers shall keep with co-owners of other flats all sewers, drains, pipes, passages, staircase, maintenance, serving the said property in good condition jointly with the other owners of flat.

6. That the purchasers shall be entitled to make addition and alteration and renovation and as well as interior decoration of the said ..... Floor Flat without causing any damage to the other portion of the building or increasing structural load or structural change of any part of the building which may cause damage to the main building with the consent of the said owners' association, if necessary. The purchasers shall not pull down any wall or roof so that the other portion of the said building may be damaged or fall down or become insecure. Nothing can be done on the common wall except internal colour or plastering/repair works.

7. Save and except the said ..... Floor ..... facing flat hereby sold, the purchasers shall have no exclusive claim or right of any nature or kind over or in respect of all other areas of the said building except what has been granted to them by this conveyance in common with the inhabitants of the other apartments more particularly described Schedule 'B' hereunder written.

8. That subject to the above terms and conditions the purchasers of the said flat shall be entitled to exclusive use and absolute enjoyment thereof without any interruption by the vendor or any other person or persons.

9. That the said ..... Floor Flat being Number ..... hereby granted or sold, transferred and conveyed shall be heritable and transferable.

**The vendor herein further covenants with the purchasers also as follows:**

As per West Bengal Apartment Act, the purchasers are the co-owner of the building and will enjoy all the common facilities such as water supply from overhead tank, sewer line, the sanitary function including proportionate right of water tank, common stair case, lift, lift landing etc.

b. The maintenance charges for the above items (common items) will be borne proportionately by the purchasers along with other flat owners/occupiers of the building.

c. The purchasers shall bear the proportionate costs of repairs of the sewers and drain, main water supply and also proportionate cost of repair of outside walls and common passages and common items.

**PROVIDED ALWAYS** it is hereby agreed and declared by and between the parties hereto that the purchasers shall observe and comply with and carry out the stipulations and obligations hereunder set out as follows:

1. The right of the vendor in common with the purchasers to electricity, telephone, water connection and the soil pipes or other parts of the building not conveyed and transferred to the purchasers through or over the said flat of building granted to the purchasers.

2. The purchasers shall keep the said ..... Floor ..... facing flat hereby sold, conveyed and its walls, sewers, drains and pipes belonging or appertaining thereto in such state and condition so as to support and protect the other part of the building not sold to the purchasers and the purchasers shall keep at their own proportionate costs and expenses the common areas and facilities of the said building in proper repair and condition and wind and water tight.

3. The purchasers shall not be entitled to claim any partition or division, separation or demarcation of the common areas, installations fittings of the buildings as the same shall always remain common, impartible, undivided and the purchasers with other co-owners of the building shall enjoy or use the same for the common purposes.

**SCHEDULE 'A' ABOVE REFEREED TO .**

**SCHEDULE OF THE PROPERTY**

ALL THAT piece and parcel of homestead land measuring an area about 5 (Five) cottahs 13 (Thirteen) chittacks 00 (Zero) sq.ft, be the same or a little more or less, with old brick made structure thereon, comprised at Parganas Balia, Mouza Sahapur, J.L. No.8, R.S No.Dag No.337 and 339, Touzi No.93/101, Khaitan No. 248, Police Station- Behala, now New Alipore, within the District 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 119, lying and situated at and being Premises No. 58C, S.N.Roy Road, (Postal Premises No. 47, S.N. Roy Road, Kolkata- 700034 and Assessee no : 411191010764, along with all easement rights, paths, passages, ways and interest thereon, and the said property is butted and bounded by:

ON THE NORTH : House of Smt. Pranati Biswas.  
ON THE SOUTH : 12 feet wide KMC Road..  
ON THE EAST : House of Dayal Chandra Das.  
ON THE WEST : 10 feet wide common passage.

**SCHEDULE 'B' ABOVE REFERRED TO**

**( Said Flat)**

All that the self contained flat being no ....., facing ..... on the ..... floor , measuring ..... sq ft super built up area , of the G+ III storied building, along with undivided proportionate impartiable share of all common ways , passages, facilities and amenities attached therein together with undivided proportionate share of the land underneath the said building lying and situated at present premises 58C, S.N.Roy Road, P.S. New Alipore Kolkata 700034, along with all easement rights to ingress and egress thereto.

## **COMMON PORTIONS**

**ALL THAT** undivided impartible proportionate share and / or interest in the land described in the SCHEDULE – “A” and common portions described in the schedule – “C”.

### **THE SCHEDULE ABOVE REFERRED TO AS “C” :**

#### Description of the common portions:

1. Main stair on all floors .
2. Main Stair landings in all floors
3. Main entrance gate, side spaces, back spaces and common passage leading to main entrance gate.
4. Water pump, underground and overhead water reservoir, tanks, K.M.C. water connections, distribution pipe line.
5. Electricity, electric connections, pipe connections, pipelines, electric sub-station, electric wiring, electric meter, electric sub-meters, all electrical fittings and fixtures, appliances, equipments, lighting in all common areas and other installations.
6. Drainage, sewerage connections, pipe connections and lines.
7. Lift and Lift landings.
8. Boundary walls and main entrance gate with all the joint, joists, pillar, column, common wall, partition wall and other easement or quasi-easement rights.

Such common parts, areas, equipments, installations, fixtures, fittings and other spaces as well as the ultimate roof and terrace in or around the said building as are necessary for passage, user and occupation of the units/flats in common parts of the said building.

**COMMON EXPENSES.**

- a.Repairing costs of the outside of the building, boundary walls to be borne proportionately with other owners.
- b.Proportionate common meter costs.
- c.Tax bills for common areas proportionately
- d.Proportionate maintenance costs of the building including painting.
- e.Proportionate costs of pump and maintenance thereof.
- f.Proportionate costs of common electricity for lighting in the common areas of the building.
- g.The capital or recurring expenditure for replacement repairing and rebuilding of the said portion and the said building and/or common facilities proportionately.

**IN WITNESS WHEREOF** the vendor, developer and the purchasers herein have put their respective seal and signature on this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

**WITNESSES:**

**1.**

**SIGNATURE OF THE OWNER**

**SIGNATURE OF THE DEVOPER**

**SIGNATURE OF THE PUCHASER**

2.

**MEMO OF CONSIDERATION**

RECEIVED from the within named Purchasers the within mentioned sum of Rs ...../- (Rupees ..... ) only being the total consideration price in respect of the ..... Floor flat being number ..... facing ..... as mentioned in the respective schedule here in above, by following manner:

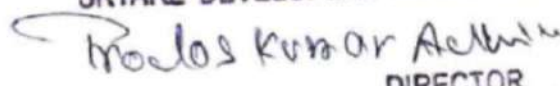
- 1.....Bank Cheq.No. .... dated ..... Rs...../-
- 2..... BankCheq.No. .... dated ..... Rs. ....
- ...../-

**TOTAL**

**Rs...../-**

**WITNESSES:**

1.

SKYARE DEVELOPERS PVT. LTD.  
  
 DIRECTOR

**SIGNATURE OF DVELOPER**

2.

Drafted By :

(.....)

Advocate, Alipore Court, Kolkata.