

CONVEYANCE DEED

1. **Date:**

2. **Place:** Kolkata.

3. **Parties:**

- 3.1 **(a) AJIT KUMAR DATTA** (Holder of PAN ACXPD7285K), son of Late Phakir Chandra Dutt, aged about 69 years, by faith Hindu, by occupation business, residing at Ekta Heights, Block II, Flat-5B, 56, Raja S.C. Mallick Road, P.S. Jadavpur, Post Office – Jadavpur, Kolkata-700032 **(b) MONOJIT KUMAR DUTTA** (Holder of PAN ACXPD4049D), son of Late Phakir Chandra Dutt, aged about 62 years, by faith Hindu, by occupation business residing at 3A, P.C. Sorcar Sarani, 1st floor, P.S. Gariahat, Post Office Ballygunge, Kolkata-700019, **(c) SRIKANTA DATTA** (Holder of PAN AFXPD3714Q), son of Late Phakir Chandra Dutt, aged about 61 years, by faith Hindu, by occupation business, residing at 3A, P.C. Sorcar Sarani, ground floor, P.S. Gariahat, Post Office-Ballygunge, Kolkata-700019, **(d) RUDRAJIT DATTA** (Holder of PAN AEXPD1666C), son of Late Ranjit Kumar Dutta, aged about 40 years, by faith Hindu, by occupation business, residing at 80/3A, Kankulia Road, 3rd floor, P.S. Gariahat, Post Office - Sarat

Bose Road, Kolkata-700029 **(e) ARGHYAJIT DUTTA** (Holder of PAN AFZPD0614B), son of Late Ranjit Kumar Dutta, aged about 36 years, by faith Hindu, by occupation business, residing at 80/3A, Kankulia Road, 3rd floor, P.S. Gariahat, Post Office - Sarat Bose Road Kolkata-700029 **(f) SWAPNA DUTTA** (Holder of PAN ADRPD3074B), wife of Sri Ajit Kumar Datta, aged about 64 years, by faith Hindu, by occupation business, residing at Ekta Heights, 56, Raja S.C. Mallick Road, P.S. Jadavpur, Post Office - Jadavpur Kolkata-700032, represented by their Constituted Attorneys, Palash Mazumder and Lalit Baid, hereinafter collectively referred to as **“Owners/Vendors”** (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.**

- 3.2 **SKYLINE PROJECTS (PAN ABWFS3367H),** a partnership firm having its office at 33V, Monohar Pukur Road (presently known as Satyendra Nath Majumder Sarani), P.S. Lake, Post Office- Sarat Bose Road Kolkata-700029, represented by its partners Palash Mazumder, aged about 42 years, son of late Bijan Bandhu Mazumder, by faith Hindu, by occupation business, and Lalit Baid, aged about 48 years, son of late Sampat Mull Baid, by faith Jain, by occupation business, hereinafter referred to as the **“Developer/Promoter”** (which expression unless to the context shall mean and include their respective heirs, future partners, assigns, nominees, executors and administrators)

AND

- 3.3 **Mr.** _____ **(PAN _____)**, son of _____, aged about years, by faith Hindu, by occupation _____, residing at _____ and **Mrs.** _____ **(PAN _____)**, wife of _____, aged about years, by faith Hindu, by occupation _____, residing at _____, hereinafter collectively referred to as **Purchasers/ Allottees** (which includes successors-in-interest/heirs, successors, executors and administrators). Vendors/Owners, Purchaser/Allottee and Developer/ Promoter collectively **Parties** and individually **Party.**

3.4 **Owners No.(a) to (f) collectively Sellers**

Sellers, Purchasers and Developer collectively **Parties** and individually **Party**. Sellers, Purchasers 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:** Residential **Flat no. on the** floor, described in **Part-I** of the **2nd Schedule** below (**Said Flat**), in the proposed building named “**Skyline Profulla**” at premises no. 3A, P.C.Sorcar Sarani, P.S.- Gariahat, Post Office - Ballygunge, Kolkata-700019 described in **Part-I** of the **1st Schedule** below (**Said Premises**) and as delineated in the plan annexed herewith in red border.

4.1.2 **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 carpet area of the Said Flat bears to the total carpet area of all the flats/units in the Said building.

4.1.3 **Area Calculations and Variations:** The **carpet area** of the flat is Square feet approximately. The Purchaser has taken inspection of the sanction plan/revised plan and completion plan and is satisfied with the measurements stated therein.

4.1.4 **Parking Space:** The right to park one medium sized car in the Multi level Covered Car Parking Space No. in the ground floor described in **Part-II** of the **2nd Schedule** below (**Parking Space**) and as delineated in the plan annexed herewith in red border.

4.1.5 **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 carpet area of the Said Flat bears to the total carpet area of all the flats in the Said building.

The said flat, the land share, the parking space 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 Sellers:** The Sellers and Developer have represented to the Purchaser that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1st Schedule** below (**Devolution Of Title**), the Sellers became the absolute and undisputed owner of the said premises 3A, P.C. Sorcar Sarani, Kolkata - 700019 , P.S. –Gariahat, P.O. – Ballygaunge, within Ward No. 68 of The Kolkata Municipal Corporation, free from all encumbrances and the Sellers are all in peaceful possession thereof. The said flat and car parking space falls in the share of the Developer and hence the **Developer** is entitled to receive all payments in regard thereto.

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 spaces thereat (**Units**), the Owners and/or Developer had got a building plan sanctioned by the Kolkata Municipal Corporation (**KMC**) vide Building Permit No.2016080059 dated 29/11/2016 (**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 West Bengal

Housing Industry Regulatory Authority
 at.....on.....under registration no.....

- 5.4 **Said Scheme:** The Sellers and the Developer had formulated a scheme for sale of Flats in the said building.
- 5.5 **Act:** For this the purpose of this Agreement for Sale, unless the context otherwise requires –
- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
 - b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
 - c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- “Section”** means a section of the Act.
- 5.6 **Application and Allotment:** The Purchasers have applied for purchase of the Said Flat No..... in the..... floor having a **carpet area** ofsquare feet along with the right to park one motor car in the multi level car parking no..... in the ground floor of the building named **Skyline Profulla**, as permissible under the applicable law and along with pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act. The said flat/ apartment falls in the share of the Developer/Promoter and the Developer/Promoter has allotted the same to the Purchasers, conditional upon the Purchasers strictly complying with the terms hereof.
- 5.5 **Sale Agreement:** By an Agreement for Sale datedday of, 20..., the Developer and/or the Sellers agreed to sell the said flat, car parking space and appurtenances thereto to the said Purchasers.
- 5.6 **Payment of Consideration:** The said Purchasers have already paid to the Developer the entire consideration for the purchase of the said Flat alongwith the right to park one medium size car in the ground floor and appurtenances thereto.
- 5.7 **Conveyance to the Purchasers:** 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 Purchasers, 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 Purchasers, absolutely and forever, free from all encumbrances whatsoever, the said flat, car parking space and Appurtenances thereto described in **Part-I, Part-II** and **Part-III** 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 and 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 and car parking space.

7. Consideration:

7.1 **Total Consideration:** The aforesaid transfer of the Said flat and car parking space and appurtenances is being made in consideration of a sum of Rs. (Rupees Only) paid by the Purchasers 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, 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 Purchasers shall regularly and punctually pay proportionate share of all costs and expenses for operating the generator, common electricity meter, betterment fees and special amenities/facilities and taxes and other charges as described in **4th Schedule** below.

8.2.2 **Indemnification by Purchasers:** Indemnification by the Purchasers about the Purchasers faithfully and punctually observing and performing all Covenants (defined below), stipulations and obligations required to be performed by the Purchasers hereunder. The Purchasers 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 Purchasers .

8.2.3 **Observance of Covenants:** The Purchasers hereby observe, and accept the stipulations, regulations and covenants (collectively **Covenants**), described below:

(a) **Title, Plan and Construction:** The Purchasers have examined or caused to be examined the following and the Purchasers 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, 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 Purchasers by them in respect of the Said Flat, Car Parking space and Appurtenances thereto;

- (ii) The Plans sanctioned by the KMC and the Completion Certificate granted by the KMC.
- (iii) The construction and completion of the New Building named **“Skyline Profulla”**, 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 Purchasers, through their appointed Engineer & the Purchasers are satisfied that it confirms to the carpet area measurements stated herein. The Purchasers agree and covenant not to raise any dispute regarding the area of the said Flat and Car Parking space or make any claims in respect thereof.
- (c) **Satisfaction of Purchasers:** The Purchasers 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 Purchasers and agree and covenant not to raise any objection with regard thereto.
- (d) **No Partition:** The Purchasers 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 Purchasers, the Purchasers 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 Purchasers :** 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 Purchasers hereby indemnify and agree to keep the Developer and/or the Sellers saved, harmless and indemnified.
- (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 Purchasers shall pay and remain responsible for payment of proportionate share of any taxes as may be imposed from time to time by any competent authority on this transaction and payable by the Purchasers. The Purchasers hereby undertake 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 or the provisions of the Act and the Purchasers shall abide by the same for the beneficial common enjoyment of the New Building.
- (k) **Statutory Additions and Alterations:** The Purchasers shall, at the costs of the Purchasers, 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 Purchasers 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. The main electric meter shall be installed only at the common meter space in the Said Premises. The Purchasers 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).
- (v) **Residential Use:** Use the said flat for residential and car parking space for parking a car only. Under no circumstances shall the Purchasers use or allow the Said flat and car parking space to be used for industrial or other illegal purposes. The Purchasers shall also not use the Said flat and car parking space as a religious establishment, guest house, service apartment, mess, chummier, hotel, restaurant, nursing home, club, school or other public gathering place.
- (vi) **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 Aparna" forever. In the event the Purchasers makes the said alterations/changes, the Purchasers shall compensate the Developer as estimated by the Developer.
- (vii) **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.

- (viii) **No Sub-Division:** Not sub-divide the Common Portions, under any circumstances.
- (ix) **No Changing Name:** Not change /alter /modify the name of the Said Building.
- (x) **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.
- (xi) **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.
- (xii) **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 and car parking space.
- (xiii) **No Violating Rules:** Not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- (xiv) **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.
- (xv) **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said flat and car parking space or the Common Portions.
- (xvi) **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said flat and car parking space.
- (xvii) **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 and car parking space/Said Building

save at the place or places provided therefor provided that this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the Said flat.

- (xviii) **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.
- (xix) **No Installing Generator:** Not install or keep or run any generator in the Said flat and car parking space, save and except battery operated power saver.
- (xx) **No Use of Machinery:** Not install or operate any machinery or equipment except household appliances.
- (xxi) **No Misuse of Water:** Not misuse or permit to be misused the water supply to the Said flat and car parking space.
- (xxii) **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.
- (xxiii) **Damages to Common Portions:** Not damage the Common Portions in any manner and if such damage is caused by the Purchasers and/or family members, invitees or servants of the Purchasers, the Purchasers 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 and car parking space shall be borne and paid by the Purchasers.

- (p) **Metering and Cabling:** The Purchasers 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 Purchasers 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 carpet area of the said flat and car parking space bears to the total carpet area of all flats in the New Building.
- (r) **Notification Regarding Letting:** If the Purchaser let out or sell the Said Flat And Appurtenances, or portion thereof, the Purchaser shall immediately notify the Owners/Developers/Association (upon formation) of the tenant's/transferee's address and telephone number.

9. Possession:

9.1 **Actual Possession:** The Purchasers 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 have been handed over by the Developer to the Purchasers simultaneously with the execution of this conveyance.

9.2 **Purchasers Entitlement :** The Developer and/or the Sellers hereby covenant that the Purchasers 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 Purchasers, 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 Purchasers and/or successors-in-interest of the Purchasers, 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:

11.1 Defect in construction: 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 9 (Nine) Cottahs, 2 (Two) Chittaks 38 (Thirty Eight) Square Feet be the same a little more or less which includes the common passage for free egress and ingress for laying drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage being Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old premises no. 15, Gariahat Road being part of Holding No. 3 Sub Division K, Division V, Dihi Panchanna Gram, District 24 Parganas Police Station -Gariahat, Kolkata - 700019, Sub-Registry Office at Sealdah together with two storied building standing thereon lying situate at and being Premises Nos. 3B/1A, 3E/ 1A, 3A, 3B, 3C, 3D, 3E, and 3F, Ekdalia Road now known as P.C. Sorcar Sarani, Kolkata – 700019 and bounded as follows:-

On the North : By public road (50 feet wide) P.C. Sorcar Sarani

On the East : By premises No.5, P.C. Sorcar Sarani

On the South : By rest portion of 3A & 3F P.C. Sorcar Sarani
presently premises No 16 Lila Roy Sarani
(Gariahat Road)

On the West : By premises No.1, P.C. Sorcar Sarani

Part-II

(Devolution of Title)

WHEREAS Profulla Kumar Dutt, son of Late Sashadhar Dutt on 10th February, 1938 purchased from the Calcutta Improvement Trust, ALL THAT the land measuring an area of 15 (Fifteen) Cottahs l(One) Chittak 13 (Thirteen) Square Feet be the same a little more or less being Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old Premises No.15,Gariahat Road,being a part of Holding No.3', Sub-Division - K, Division - V, Dihi Panchanna Gram, District : 24-Parganas, Police Station -Ballygunge, Sub-Registry Office at Sealdah. The said Deed was registered in the office of Sub-Registrar at Sealdah on 8th March, 1938 and recorded in Book No. I, Volume No.20 at Pages 122 to 124 Being No.827 for the year 1938, The said Profulla Kumar Dutt got his name mutated and was in actual physical possession of the said land by paying taxes to the concerned authorities of the Government.

AND WHEREAS after purchase of the aforesaid property the said Profulla Kumar Dutt constructed a two storied brick built house thereon lying situate and had been mutated being Premises No. 3, Ekdalia Road, Kolkata - 700019 and was enjoying the same along with his family members.

AND WHEREAS the said property was differentiated into different premises i.e. 3A, 3B, 3C, 3D, 3E and 3F of the Corporation of Calcutta with effect from 4th Quarter (January-March) 1941-1942 but the said Profulla Kumar Dutt remained the sole owner of the said different premises.

AND WHEREAS the said Profulla Kumar Dutt had allotted and bequeathed the said different premises to his next of kins by executing various Gift Deeds and Trust Deeds.

AND WHEREAS said Profulla Kumar Dutt on 09.02.1971 gifted, transferred and conveyed in favour of his daughter Ms. Karunamoyee Dutta, wife of Mr. Phakir Chandra Dutt, ALL THAT the land measuring an area of 1 (One) Cottah 22 (Twenty Two) Square Feet more or less being a portion of 3B and 3E, Ekdalia Road, containing together with portion of building standing thereon lying situate at and being part of Southern portion of Premises No. 3E, Ekdalia Road, now known as P.C. Sorcar Sarani, Police Station - Ballygunge now Gariahat, Kolkata - 700019, District - 24 Parganas now South 24-Parganas along with all easement rights to common passage and open space for free egress and ingress and for laying and using drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage and open space. The said Deed of Gift was registered in the Sub Registration office at Alipore, 24-Parganas and recorded in Book No.I, Volume No, 38 at Pages 33 to 40, Being No. 491 for the year 1971. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta, who accepted the said gift and took de jure and de facto possession there of.

AND WHEREAS on 17.04.1971 the said Profulla Kumar Dutt further gifted, transferred and conveyed to his daughter Ms. Karunamoyee Dutta of ALL THAT the land measuring an area of 1 (One) Cottah 1 (One) Chittak 10 (Ten) Square Feet being a portion of 3B and 3E, Ekdalia Road, containing together with portion of building standing thereon lying situate at and being part of Southern portion of Premises No. 3B, Ekdalia Road, now known as P.C. Sorcar Sarani along with easement rights to common passage and open space for free egress and ingress and for laying and using drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage.. The said Deed was registered in the office of District Sub Registrar at Alipore and recorded in Book No.I, Volume No.4 at Pages 224 to 231 Being No. 1331 for the year 1971. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta who accepted the said gift and took de jure and de facto possession thereof.

AND WHEREAS on 27.03.1984 said Profulla Kumar Dutt by a Deed of Settlement in respect of ALL THAT the land measuring an area of 3 (Three) Cottahs 13 (Thirteen) Chittacks 5 (Five) Square Feet be the same little more or less together with portion of building partly two storied and partly three storied standing thereon lying situate at and

being Premises No.3A, Ekdalia Road now known as P.C Sorcar Sarani appointed his son-in-law Sri Phakir Chandra Dutt, son of Late Gosto Behari Dutta, as the Trustee of the said Deed of Settlement and transferred the said land in favour of said Mr. Phakir Chandra Dutt till his lifetime and upon the death of said Phakir Chandra Dutt the aforesaid property at Premises No. 3A, Ekdalia Road now known as 3A, P.C. Sorcar Sarani was to devolve upon the ultimate beneficiary Mr. Ajit Kumar Datta, along with all easement rights to use common passage for free egress and ingress for laying drain pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage and open space. The said Deed was registered on 28th March, 1984 in the office of District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 121 (X), Pages 91 to 98, Being No. 4380, for the year 1984.

AND WHEREAS the said Profulla Kumar Dutt on 27.03.1984 executed a Deed of Settlement in respect of ALL THAT the land measuring an area of 04 (Four) Cottahs 14 (Fourteen) Chittacks 06 (Six) Square Feet be the same a little more or less comprised in Part of Holding No.3 Sub-Division - K, Division - V Dihi Panchannagram, District : 24-Parganas, Sub-Registry Office at Sealdah being a portion of Plot No.76 of the Surplus land of the Calcutta Improvement Scheme No. XV(C) formed out of portion of Old Premises No. 15, Gariahat Road, together with portion of building standing thereon lying situate at and being Premises Nos. 3B, 3C, 3D and 3E, Ekdalia Road now known as P.C Sorcar Sarani, appointing Ms. Karunamoyee Dutta as the sole Trustee of the said Trust and transferred the aforesaid property in favour of said Ms. Karunamoyee Dutta as a Trustee thereof and on her death the said property was to devolve upon his grandsons namely Ranjit Kumar Datta, Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta in equal shares along with all easement right to use common passage for free egress and ingress for laying drain pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage. The said Deed was registered on 28th March, 1984 in the office of District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 121(X) at Pages 99 to ' 105, Being No. 4381 for the year 1984. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta who had accepted the said Trusteeship.

AND WHEREAS the said Ms. Karunamoyee Dutta died on 21.04.2007 and Phakir Chandra Dutt died on 02.02.1998 and in terms of the Deed of settlement the said Premises No. 3B, 3C, 3D and 3E P. C. Sorcar Sarani devolved upon said Ranjit Kumar Datta, Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta jointly and each of them became the Owner having undivided 1/4th (one Fourth) share each therein.

AND WHEREAS said Ranjit Kumar Dutta died intestate on 8th January, 2010 leaving his two sons namely Rudrajit Datta and Arghyajit Dutta and none else and his wife Alpana Dutta predeceased him on 17.07.2007 and as such they inherited his 1/4th (one fourth) undivided share jointly.

AND WHEREAS the said Premises 3B, 3C, 3D and 3E is owned by Mr. Ajit Kumar Datta, Mr. Monojit Kumar Dutta, Mr. Srikanta Datta, Mr. Rudrajit Datta and Arghyajit Dutta jointly.

AND WHEREAS on 27.03.1984 the said Profulla Kumar Dutt gifted, transferred and conveyed to his grandson Sri Ajit Kumar Datta, son of Sri Phakir Chandra Dutt ALL THAT the land measuring an area of 2 (Two) Cottahs 2(Two) Chittacks 20 (Twenty) Square Feet together with one storied building standing thereon lying situate at and being Premises No.3F, Ekdalia Road, now known as P.C Sorcar Sarani. The said Deed was registered on 28th March. 1984 in the office of District Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 121 (X), Pages 106 to 110, Being No. 4382 for the year 1984. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Sri Ajit Kumar Datta along with easement right to use common passage and open space for free egress and ingress for laying drain, pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage.

AND WHEREAS Ms. Karunamoyee Dutta by Gift Deeds dated 09.02.1971 & 17.04.1971 became the owner of ALL THAT the land measuring an area of 2 (Two) Cottahs 1 (One) Chittack 32 (Thirty Two) Square Feet more or less lying situate at and being Premises respectively No. 3E/1A and 3B/ 1A, Ekdalia Road, now known as P.C Sorcar Sarani.

AND WHEREAS Mr. Ajit Kumar Datta by virtue of the said two Deeds both dated 28th March, 1984 became the sole owner of 7 (seven) Cottahs 3 (three) Chittaks 4 (four) Square Feet more or less together with partly three storied and partly one storied building lying situate at and being Premises No. 3A and 3F Ekdalia Road, now known as P.C Sorcar Sarani.

AND WHEREAS on 05.08.1993 the said Ms. Karunarnoyee Dutta, wife of Phakir Chandra Dutt executed a Deed of Family Settlement appointing herself as sole Trustee and transferred **ALL THAT** the land measuring an area of 01 (One) Cottah 03 (Three) Chittacks 03 (Three) Square Feet together with two storied building standing lying situate at a portion of Premises No.3E/1A, Ekdalia Road, now - known as P.C Sorcar Sarani, and upon the death of said Ms. Karunarnoyee Dutta the aforesaid property was to devolve upon Sri Ranjit Kumar Dutta (since deceased) and upon Ms.Swapna Dutta wife of Mr. Ajit Kumar Datta jointly having equal share. The said Deed was registered in the office of Additional District Sub-Registrar and recorded in Book No.I, Volume No.98, Pages 212 to 222 Being No.3581 for the year 1993.

AND WHEREAS said Ranjit Kumar Dutta died intestate on 8th January, 2010 leaving behind his two sons namely Rudrajit Datta and Arghyajit Dutta as his heirs and none else according to the Hindu Succession Act 1956 since his wife Alpana Dutta pre-deceased him on 17.07.2007 and as such they have inherited the undivided half share of Late Ranjit Kumar Dutta jointly in the said Premises No 3E/1A, P.C. Sorcar Sarani, Kolkata 700019.

AND WHEREAS at present Swapna Dutta, Rudrajit Datta and Arghyajit Dutta are joint Owners of the Premises No. 3E/1A, P. C. Sorcar Sarani.

AND WHEREAS the said Ms. Karunamoyee Dutta executed a Deed of Family Settlement on 5th August, 1993 of the Premises No. 3B/1A, P. C. Sorcar Sarani, Kolkata - 700019 containing an area of more or less 14 (Fourteen) Chittacks 29 (Twenty Nine) Square Feet together with a two storied building thereon and she appointed herself as the First Trustee and her husband Phakir Chandra Dutt as second Trustee. The said Deed was duly registered at the office of Additional District Sub-Registrar at Alipore, District -24 Parganas

and recorded in Book No. I, Volume No. 98, Pages 223 to 233, Being No. 3582, for the year 1993.

AND WHEREAS in terms of the said Deed of Family Settlement after the death of the said Phakir Chandra Dutt and Karunamoyee Dutta the First Floor of the said property was devolved upon Mr. Monojit Kumar Dutta and the Ground Floor was devolved upon Mr. Srikanta Datta and as such they are now sole and absolute Owners of their respective floors.

AND WHEREAS as aforesaid the said Profulla Kumar Dutt during his life time had, by way of several deeds of gifts and/or family settlement dealt with, in total 12 (Twelve) Cottahs 15 (Fifteen) Chittacks 18 (Eighteen) Square Feet of land out of the entire land comprising premises No. 3A, 3B, 3C, 3D, 3E and 3F P.C. Sorcar Sarani, Kolkata - 700019, Police Station - Gariahat, out of the entire land measuring an area of 15 (Fifteen) Cottahs 1 (One) Chittack 13 (Thirteen) Square Feet be the same a little more or less being original Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old Premises No. 15, Gariahat Road comprised in Holding No.3 Sub Division K, Division V Dihi Panchanna Gram, District 24-Parganas, Police Station -Ballygunge, Sub-Registry Office at Sealdah Kolkata – 700019.

AND WHEREAS thus the remaining 2(Two) Cottah 1 (One) Chittack 40(Forty) Square Feet of land, be the same a little more or less, being Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C), formed out of a portion of old Premises No. 15, Gariahat Road being part of Holding No. 3 Sub Division K, Division V, Dihi Panchanna Gram, District : 24-Parganas, Police Station - Ballygunge, Sub-Registry Office at Sealdah, is lying as a common open space and passage, created for better use and enjoyment of easement right and for free egress and ingress for laying drain pipes filtered and unfiltered water pipes and electric cable underneath the said common passage lying situate at and being Premises Nos. 3B/1A, 3E/ 1A, 3A, 3B, 3C, 3D, 3E, and 3F P.C. Sorcar Sarani, Kolkata - 700019, which is common amongst the aforesaid owners.

AND WHEREAS on 23rd March, 2012 the said Mr. Ajit Kumar Datta executing a Deed of Conveyance sold out , transferred and conveyed a major portion of his property being Premises No. 3A and 3F, P.C.

Sorcar Sarani, Kolkata - 700019, remaining unsold area measuring more or less 1 (One) Chittack 5 (Five) Square Feet containing Premises No.3A and 3F, P.C. Sorcar Sarani, Kolkata - 700019 and as such at present owns solely and absolutely Premises No. 3A and 3F, P.C. Sorcar Sarani, Kolkata - 700019 .

AND WHEREAS the above named parties of First Part thus owned the said Premises No. 3B/1A, 3E/ 1A, .3A, 3B, 3C, 3D, 3E, and 3F, P.C. Sorcar Sarani, containing a total area of more or less 9 (Nine) Cottahs 2 (Two) Chittacks 38 (Thirty Eight) Square Feet together with old dilapidated two storied building standing thereon. **WHEREAS** in the premises aforesaid, the owners became the sole and absolute owners of and or well and sufficiently entitled to the premises nos. 3A, 3B, 3C, 3D, 3E, 3F, 3B/ 1A and 3E /1A P.C. Sorcar Sarani, P.S. Gariahat, Kolkata-700019. The said properties were contiguous and upon amalgamation would form one seamless plot of land.

AND WHEREAS with a view to developing the said several premises and commercially exploiting the same, the owners being the parties of the first part got the same amalgamated and consequently a seamless plot measuring around 9(Nine) cottah 2(Two) chittak and 38(Thirty Eight) sq. ft. was formed and numbered as premises No. 3A, P. C. Sorcar Sarani, Police Station-Gariahat, Kolkata-700019 more fully and particularly described in Schedule-A hereunder written (hereinafter referred to as the “said property”).

AND WHEREAS for the purpose of amalgamation the following deeds were executed by and between the owners, as detailed hereinbelow :-

- a) Gift Deed dated 14th October, 2015 executed between Ajit Kumar Datta, Monojit Kumar Dutta, Srikanta Datta, Rudrajit Datta and Arghyajit Dutta as Donors and Swapna Dutta as Donee registered with the District Sub-Registrar-I ,South 24 Parganas,recorded in Book No. I, Volume No. 1601-2015, pages 58978 to 59012, Being No. 160104187 for the year 2015.

- b) Gift Deed dated 14th October, 2015 executed between Ajit Kumar Datta as Donor and Monojit Kumar Dutta, Srikanta Datta, Rudrajit Datta and Arghyajit Dutta and Swapna Dutta as Donees registered with the District Sub-Registrar-I, South 24 Parganas recorded in Book No. I, Volume No. 1601-2015, pages 59013 to 59047, Being No. 160104188 for the year 2015.
- c) Gift Deed dated 14th October, 2015 executed between Swapna Dutta, Rudrajit Datta and Arghyajit Dutta as Donors and Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta as Donees registered with the District Sub-Registrar-I, South 24 Parganas recorded in Book No. I, Volume No. 1601-2015, pages 59048 to 59084, Being No. 160104189 for the year 2015.
- d) Gift Deed dated 14th October, 2015 executed between Monojit Kumar Dutta and Srikanta Datta as Donors and Ajit Kumar Datta, Swapna Dutta, Rudrajit Datta and Arghyajit Dutta as Donee registered with the District Sub-Registrar-I recorded in Book No. I, Volume No. 1601-2015, pages 59085 to 59121, Being No. 160104190 for the year 2015.

AND WHEREAS in view of the aforesaid the owners thus have become the joint owners of the new premises No. 3A, P. C. Sorcar Sarani, Police Station-Gariahat, Kolkata-700019 measuring 9(Nine) cottahs 2(Two) chittaks and 38(Thirty Eight) sq. ft. with structure thereon more fully and particularly described in Schedule-A hereunder.

AND WHEREAS on 9th May, 2016, the owners entered in to a Development agreement with Skyline Projects, on the terms and conditions mentioned therein, empowering the said M/s Skyline Projects to develop the said property as per their share in respect of the aforesaid property. The said Development agreement was subsequently registered in the office of the D.S.R. I, South 24 Parganas and recorded in Book No. I, Volume No.1601-2016, pages from 46086 to 46139, being no.160101593 for the year 2016.The Owners also executed a power of attorney on 11th May, 2016 registered in the office of D.S.R.-I,South 24 Parganas and recorded in Book no I, Volume no.1601-2016, at Pages from 47415 to 47454 being no.160101628 for the year 2016 in favour of Sri Palash

Mazumder and Sri Lalit Baid, both partners of Skyline Projects, empowering them to do the acts and deeds mentioned therein.

AND WHEREAS in terms of the said Development Agreement dated 9th May, 2016, 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 the floor, having **carpet area** sq. ft. approximately comprised in the Said building named **Skyline Profulla**, delineated on the **Plan** annexed hereto and bordered in color **Red** thereon.

Part-II (Parking Space)

The right to park one medium size car in the Multi level Car Parking Space No..... in the ground floor of the said building named **Skyline Profulla**, delineated on the **Plan** annexed hereto and bordered in color **Red** thereon.

Part-III

(Said Flat and Appurtenances) [Subject Matter of Sale]

The said flat as described in **Part-I** and Part-III respectively of the **2nd Schedule** above. The right to park in the Parking Space, being the Parking Space described in **Part-II** of the **2nd Schedule** above, if any.

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 shaft and lift well of the said building.
- Common installations on the roof above the top floor of the said building.
- Common staff toilets 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 and except those inside any Unit or attributable thereto).
- Drains, sewerage pits and pipes within the said building (save and except those inside any Unit or attributable thereto).
- Electrical Installations including wiring and accessories (save and except 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.
- Generator and accessories for providing standby power to all the Units (not more than **1Kw** for each Unit) and limited 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 outer surface and facia of the building, the staircase and all other 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, generator, 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, proportionate share of insurance premium for insuring the building against natural calamities or any other incidents and the cost of repairing or re-installing the lights in 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 Purchaser.
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** hereto set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :

W I T N E S S E S:

1.

Signature of the SELLERS

2.

Signature of the DEVELOPER

Signature of the BUYERS

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASERS**,
the within mentioned sum of Rs...../- (Rupees
..... Only) being the total lump sum
consideration price of the said Flat and appurtenances
particularly described in the **SECOND SCHEDULE** hereinabove
written as details below :-

Cheque No.	Date	Bank & Branch	Amount
Total			

(Rupees Only)

Signature of Developer

Drafted by:
Subhasis Das Gupta,
Advocate
Alipore Judges’ Court
Kolkata-700027

