

THIS DEED OF CONVEYANCE made this day of Two Thousand Twenty
One

BETWEEN

TODI CONSTRUCTIONS PRIVATE LIMITED (PAN NO: AAAC9689F) a Company within the meaning of Companies Act 1956 having its presently registered office at FB-13, 1598 Rajdanga Maian Road, Post Office & Police Station-Kasba, Kolkata-700 107, **(2)**

TODI NIKETAN PRIVATE LIMITED (PAN NO: AABCT8788Q) a Company within the meaning of Companies Act 1956 having its registered office at 2, Iswar Ganguly Street, 1st Floor, Under Police Station – Kalighat, P.O. Kalighat, Kolkata–700026 **3)**

NPK FINANCIAL SERVICES PRIVATE LIMITED (PAN NO: AAACN8924F) a Company within the meaning of Companies Act 1956 having its registered office at No.32, Ezra Street, 11th floor, North Block, P.O. Lalbazar, under Police Station Hare Street, Kolkata-700 001 **(4)**

ARCHITA BRICKS PRIVATE LIMITED (PAN NO: AAHCA3824A) a Company within the meaning of Companies Act 1956 having its registered office at 2, Iswar Ganguly Street, 1st Floor, Under Police Station – Kalighat, P.O. Kalighat, Kolkata – 700 026 **(5)**

AMBEY NIRMAN PRIVATE LIMITED (PAN NO: AAGCA2844R) a Company within the meaning of Companies Act 1956 having its registered office at 2, Iswar Ganguly Street, 1st Floor, P.O. Kalighat, Under Police Station–Kalighat, Kolkata–700 026 **(6)**

DAYLIGHT SALES PRIVATE LIMITED (PAN NO: AADCD0952A) a Company within the meaning of Companies Act 1956 having its registered office at No.32, Ezra Street, 11th floor, North Block, P.O. Lalbazar, Under Police Station-Hare street, Kolkata-700001 **(7)**

SAGNIK VINIMAY PRIVATE LIMITED (PAN NO: AAMCS1732L) a Company within the meaning of Companies Act 1956 having its registered office at No.32, Ezra Street, 11th floor, North Block, Under Police Station-Hare street, P.O. Lalbazar, Kolkata-700001 hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include their respective successor or successors –in-interest and assigns) being represented by/or acting through their Constituted Attroeny,..... having PAN :....., Aadhar No.....s/o. residing at 375, Prince Anwar Shah Road, Tower-1, Flat No.15J, P.O. Jodhpur Park, P.S. Jadavpur, Kolkata-700 068, being one of the Partner of **M/s SKYLINE DEVELOPERS** of the **FIRST PART (Being Book No.1, being No.552 for the year 2021 registered at the office of A.D.S.R. Sonarpur)**

AND

M/s SKYLINE DEVELOPERS, a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at 2, Iswar Ganguly Street, Kolkata 700026 ((**PAN NO: ADJFS0963L**), represented by its authorized partner(PAN no.Aadhar No.....)hereinafter referred to as the "**Developer/Promoter**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns) **OF THE SECOND PART.**

AND

.....hereinafter called the /**ALLOTTEE/S**
OR PURCHASER/S (which term or expression shall unless excluded by/or repugnant to the context be deemed to mean and include her/his/their executors, ,heirs, administrators, Legal represented and assigns) **OF THE THIRD PART**

WHEREAS:

A. In this certain expressions have been assigned particular meaning thereof as would appear from the **FIRST SCHEDULE** hereunder written.

B By a Deed of Conveyance dated 17th March, 2009 made between Sri Subhas Chandra Basu and 18 others, therein described as the Vendors of One Part and the

Owners 1st Party herein, therein described as the Purchaser of the Other Part and registered in the office of the Addl. District Sub-Registrar Sonarpur, South 24 Parganas and recorded in Book No. 1, being Deed No. 03325 for year 2009, the Owners, 1st Party herein Purchased All That piece and parcel of land measuring 39 cottahs 5 chataks 0 sq.ft. more or less (the split up of the land being (35 Cottahs out of 99 decimals of R.S.Dag No.344, L.R.Dag No.547/628 plus 4 Cottahs 5 Chattaks out of 74 decimals of R.S.Dag No.344/436, L.R.Dag No.564) within R.S. Dag Nos. 344/436 and 344 now L.R. Dag Nos. 547/628 and 564, within R.S.Khatian Nos. 1414, 1415, 1416, 1417, 1418, 1419, 1420, Mouza Baikunthapur, J.L. No. 37, Touzi 251, P.S. Sonarpur, District South 24-Parganas.

C. By a Deed of Conveyance dated 29th November, 2010, made between Smt. Dipali Ghosh, Sri Prosenjit Ghosh, Sri Surojit Ghosh & Smt. Sutapa Ghosh, therein described as the Vendors of One Part and the Owners 1st Party herein, therein described as the Purchaser of the Other Part and registered in the office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas and recorded in Book No. 1, C.D. Volume No.31, Pages-6000 to 6018, being Deed No. 13188 for year 2010, the Owners 1st party herein Purchased All That piece and parcel of land measuring 11 cottahs 15 chataks 30 sq.ft. more or less within R.S. Dag Nos. 343, L.R. Dag No.547, R.S.Khanda Khatian Nos.1446, 1448, 1450 & 1452 coming from Khatian No.738, L.R.Khatian Nos. 3493 & 3957, Mouza Baikunthapur, J.L. No. 37, Touzi 251, P.S. Sonarpur, District South 24 Parganas.

D. By a Deed of Conveyance dated 13th December, 2011, made between Sri

Sibnath Das and Smt. Lata Das, therein described as the Vendors of One Part and the Owners 1st Party herein, therein described as the Purchaser of the Other Part and registered in the office of the Addl. District Sub-Registrar Sonarpur, South 24 Parganas and recorded in Book No. 1, being Deed No. 13350 for year 2011, the Owners 1st Party herein Purchased All That piece and parcel of land measuring 1 cottahs 11 chataks 0 sq.ft. more or less within R.S. Dag Nos. 343 now L.R. Dag No. 547, R.S.Khanda Khatian No.1452 coming from Khatian No.738, L.R.Khatian No.4120, Mouza Baikunthapur, J.L. No. 37, Touzi 251, P.S. Sonarpur, District South 24 Parganas.

E. By a Deed of Conveyance dated 1st March, 2013 made between Sri Sudhir Kumar Nath and another, therein described as the Vendors of One Part and the Owners 1st Party herein, therein described as the Purchaser of the Other Part and registered in the office of the Addl. District Sub-Registrar Sonarpur, South 24 Parganas and recorded in Book No. 1, C.D. Volume No.6, Pages-4280 to 4297, being Deed No. 02459 for year 2013, the Owners herein Purchased All That piece and parcel of land measuring 1 cottahs 3 chataks 9 sq.ft. more or less within R.S. Dag Nos. 343 now L.R. Dag No.547, R.S.Khanda Khatian No.1448, coming from Khatian No.738, L.R.Khatian No.3957, Mouza Baikunthapur, J.L. No. 37, Touzi 251, P.S. Sonarpur, District South 24 Parganas.

F. By Virtue of aforesaid four sale deeds, the Owners/1st Party herein became the absolute joint owners of the land measuring about 2 Bighas 14 Cottahs 2 Chittacks

39 sq.ft equivalent to 3624.025 sq.mt. (physically available 3551.97 sq.mt. equivalent to 53 Kh – 1 Ch – 28.41 sq.ft.) of land and also the Owners mutated their names in the records of the office of B.L.L.R.O. Sonarpur for the Said Premises under L.R. Khatian Nos.6434, 6435, 6436, 6437, 6438, 6439 & 6440 and mutated the Said Premises with Rajpur-Sonarpur Municipality being numbered as 59, Abhoy Doctor Lane, Ward No.17, Kolkata-700 149.

G. Thus the said TODI CONSTRUCTIONS (P) LIMITED, TODI NIKETAN (P) LIMITED, NPK FINANCIAL SERVICES (P) LIMITED, ARCHITA BRICKS (P) LIMITED, AMBEY NIRMAN (P) LIMITED, DAYLIGHT SALES (P) LIMITED and SAGNIK VINIMAY (P) LIMITED, Vendors/Owners/First Party herein became the joint and absolute owner and are seized and possessed of and/or otherwise well and sufficiently entitled to an area of 2 Bighas 14 Cottahs 2 Chittacks 39 sq.ft equivalent to 3624.025 sq.mt. (physically available 3551.97 sq.mt. equivalent to 53 Kh – 1 Ch – 28.41 sq.ft.) along with care taker room and toilet and other sheds and structures, situate and the said land situated and lying at Mouza - Baikunthapur, J.L.No. 37, R.S.No.110, Touzi No.251, Pargana-Medanmolla, A.D.S.R. and Police Station- Sonarpur comprising in R.S. Dag Nos. 344, 344/436, 343 corresponding to L.R.Dag Nos. 547/628, 564, 547, R.S. Khatian Nos. 1414, 1415, 1416, 1417, 1418, 1419, 1420, R.S.Khanda Khatian

Nos.1446, 1448, 1450 & 1452 coming from Khatian No.738, in L.R.Khatian Nos. 6434, 6435, 6436, 6437, 6438, 6439 & 6440. Holding No.59 Abhoy Doctor Lane, Ward No.17 within the limit of Rajpur-Sonarpur Municipality, District South 24-Parganas Kolkata-700149 Parganas together with buildings, sheds, structures & water reservoir standing thereon more fully and particularly described in the Schedule there under written.

K. By an Agreement dated 27th January, 2021 and made between the Owners 1st Party herein with **M/s SKYLINE DEVELOPERS** a Partnership Firm having its registered office at 2, Iswar Ganguly Street, 1st Floor, P.O. Kalighat, Under Police Station – Kalighat, Kolkata – 700026, Second Party herein it was mutually agreed between themselves to carry out necessary work of construction for development of the Said Property and also for commercial exploitation thereof on the terms, conditions and stipulations more particularly contained in the said agreement (hereinafter referred to as the said **Development Agreement**), which was duly registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.1608-2021, pages-22473 to 22532, Being No.00538 for the year 2021.

L. And also the said Owners executed a registered Development Power of attorney in favour of **M/s SKYLINE DEVELOPERS** on **27/01/2021** registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.1608-2021, pages-22533 to 22575, Being No.00552 for the year 2021.

M. The Developer, Second Party herein on behalf of the Owners, i.e. 1st Party herein has been vested with the power and authority to commence construction

and/or erection of the building or buildings in terms of the building Sanction Plan No.27/CB/17/50dated 27/02/2021 issued by Rajpur-Sonarpur Municipality unto and in favour of the Owners/Vendors and project has been named as “ **SKYLINE HOMES**”.

N. On being fully satisfied as to the marketable title made out by the Owners/Vendors their respective rights to deal with their respective allocations of built up areas as also the right and interest acquired by Purchaser/s and further that the said premises is freed and discharged of all encumbrances, liens, lispensens, charges and attachments, and the purchaser/s hath agreed to purchase and acquire and the Developer ,Second Party herein by an agreement for sale dated , agreed to sell and transfer **ALL THAT** Flat or **Unit No.** , **in Block -** on the **floor** having carpet area measuring about **Sq.ft.** corresponding to super built up area of **Sq.ft.** of with open/covered car parking space no. . in ground floor of the said premises more fully and particularly described and mentioned in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the ‘**SAID FLAT**’) **TOGETHER WITH** the undivided proportionate share or interest in the land attributable to the said flat or Unit more fully and particularly described and mentioned in 'the **SECOND SCHEDULE** hereunder written and together also with common parts, and facilities appertaining thereto more fully and particularly described and mentioned in **FOURTH SCHEDULE** hereunder written at or for the total consideration of **Rs** /- (**Rupees**

by Agreement for Sale dated .

and on the terms and conditions contained in the said agreement (hereinafter referred to as the said **AGREEMENT FOR SALE**).

O. In pursuance of said agreement for sale the Purchaser/s hath from time to time made payment of aggregate sum of **Rs.** ().

- P.** The said building has since been completed and the Purchaser/s has/ have been put in possession of the said Flat/Unit on ownership basis **TOGETHER WITH** the undivided proportionate indefeasible share or interest in the land on which the said building is erected or built and more fully and particularly described and mentioned in the **THIRD SCHEDULE** hereunder written and hereinafter collectively referred to as “**THE SAID FLAT**”.
- Q.** The Purchaser/s herein has/ have now requested the Owners/Vendors herein to execute the Deed of Conveyance in respect of the said “**SAID FLAT**” together with undivided proportionate indefeasible share or interest in the land & Premises in his or her or their favour.
- R.** At or before execution of this Deed the Purchaser/s has/have fully satisfied himself or herself or themselves as to
- i)** The title of owner in respect of the said premises ;
 - ii)** Structural stability, quality and specification of construction of the said building.
 - iii)** The workmanship of the building and “ **THE SAID FLAT**” together with undivided proportionate indefeasible share or interest in the land and/or the various materials used in construction of the said new building ;
 - iv)** The total area to comprise “**THE SAID FLAT**” together with undivided

proportionate indefeasible share or interest in the land & premises ;

AND HAVE agreed not to raise any objections whatsoever or howsoever in respect thereto.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in pursuance of the said Agreement for sale and in consideration of the sum of Rs **/-(Rupees**
only) the lawful money of the Union of India well and truly paid by the Purchasers to the Developer herein at or before the execution hereof (the receipt whereof the Developer/Promoter/Owner herein doth hereby and also by the separate receipt hereunder written admit and acknowledge to have been received of and from the payment of the same and every part thereof release and acquit the Purchaser/s) **AND IN FURTHER** consideration of the Purchaser/s agreeing to pay the Municipal and all other rates and taxes, maintenance and service charges and all other amounts payable by the Purchaser herein as mentioned in these presents, the Developer herein doth hereby grant, assure and convey unto and in favour of the Purchaser/s **ALL THAT "THE SAID FLAT" in SKYLINE HOMES , more fully described and mentioned in the THIRD SCHEDULE hereunder written TOGETHER WITH** undivided proportionate indefeasible share or interest in the land underneath the premises and attributable to the said Flat and more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER ALSO WITH** the proportionate share in the common parts and portions, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written **TO HAVE AND HOLD** the **"THE SAID FLAT" TOGETHER WITH** undivided proportionate indefeasible share or interest in the land and all other benefits, and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever **SUBJECT TO** covenants and conditions whatsoever

obligatory on the part of the purchaser/s to be observed and performed specifically in Fourth Schedule **AND ALL** the estate right, title ,claim , demand whatsoever for the vendors into and upon the said land hereditaments and holding together with undivided proportionate share or interest **TO HAVE AND TO HOLD** the said flat together with the undivided proportionate share in all common parts as aforesaid free from all encumbrances , attachments, liens, lispences, claims, demands, trusts and liabilities and the vendors/or Promoters do hereby covenant with the purchasers that notwithstanding any act, deed, matter or thing by the vendors/or Promoters done executed or knowingly suffered in the contrary the vendor has acquired good right, full power and absolute authority and indefeasible title in the said land hereditaments and the ownership flat and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the purchaser/s in manner aforesaid and the purchaser/s shall and may at all times hereafter peaceably and quietly own possess and enjoy the said flat together with undivided proportionate share of the land and holding and receive and realise rents, issues and profits without any lawfully eviction , interruption, claim or demand whatsoever by the vendor or any persons or persons lawfully or equitably claiming from under or in trust in title and at all times hereafter at the request and costs of the purchaser/s make do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and or the property and every part thereof hereby granted and conveyed **NOTWITHSTANDING HOWSOEVER** the purchaser/s shall hold the **SAID FLAT** and all other property or properties thereof fully described in the Second Schedule hereunder written to the intend and purposes the purchasers remain howsoever responsible to the covenants and conditions contained hereunder written.

II. AND THE DEVELOPERS/PROMOTERS AND VENDORS, doth hereby

covenant with the Purchaser/s as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Developer/Promoter and Vendor done or executed or knowingly suffered to the contrary, the Vendors and Developer/Promoter and are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the “SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions, use, trust, encumbrances or make void the same.
- b) That notwithstanding any act, deed or things whatsoever done as aforesaid Vendors & Developer/Promoter respectively now have good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the “THE SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser/s in the manner as aforesaid.
- c) That the Purchaser/s shall and may at all times hereafter peaceably and quietly hold, possess and enjoy “THE SAID FLAT” Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- d) That the Vendors and Developer/Promoter doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall

from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to its Attorneys or agents at or before any trial examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.

- e) The Purchaser/s shall have the right of execution, maintenances repairing, replacing, painting of the doors, windows inside decoration of the said flat and provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.
- f) The Purchaser/s being absolute owners shall have the rights to sell, transfer, mortgage lease or otherwise alienate and encumber the property hereby conveyed without interference of any other person or persons.
- g) The Purchaser/s shall have right to use all common facilities , open spaces around the four side of the building and right of egress and ingress through the gate provided for common passage and entrance.
- h) The entire Building Complex is named as **SKYLINE HOMES** and the said name shall not be changed under any circumstances.

III) THE PURCHASER/S DO TH HEREBY COVENANT AND AGREE WITH THE VENDORS AND DEVELOPER/PROMOTERS as following :

As from the date of possession of the said Unit, the Purchaser/s agree and covenant to observe and perform several restrictions and other obligations:-

1. The Purchaser/s neither have nor shall claim from the Vendors and/or Developer/Promoter any independent right, title and interest in any other part or portion of the building save and except the Said Flat hereunder conveyed but shall have common right and facilities and benefits provided in **Fourth Schedule** hereunder written
 - 2) i) To co-operate with the other co-purchasers and owners of other flats in the complex and the Society/Association including the Developer/Promoter in the management and maintenance of the New building.
 - ii) To observe the rules framed from time to time of the Society/Association.
 - iii) Not to do anything or prevent the Owners and/or Developer/Promoter from making further or additional construction and notwithstanding any temporary disruption in the purchaser's enjoyment of the said flat with/without car parking space.
 - iv) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said flat which in the opinion of the Developer/Promoter or Society/Association differ from the colour scheme of the building or which in the opinion of the Developer/Promoter or Society/Association may affect the elevation in respect of the exterior walls of the said building.
 - v) The Purchaser shall not fix or install an Antenna on the roof or terrace of the said building.
3. To allow the Developer / the member of the Association/ other flat owners on 48 hrs notice with/without workmen to enter into the said unit and/or roof or rear

Lawn if any for the purpose of maintenance and repairs.

4. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in **FIFTH Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer/Promoter or Society/Association as the case may be.
5. To pay charges for electricity in or relating to the said Flat/unit wholly and proportionately relating to common parts.
6. Not to Sub-divide the said unit or any portion thereof.
7. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the building except in the spaces of garbage to the provided in the ground floor of the said building.
8. Not to store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
9. Not to hang from the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to fix or install air-conditions in the said unit save and except at places which have been specified in the said unit for such installation.

11. Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or any open passages or amenities available for common use.
12. Not to damage or demolish or cause to be damaged or demolished the said unit/flat apartment or any part thereof at any time.
13. Not to install grills the design of which have not been suggested approved by the Developer/Promoter.
14. Not to do or permit to be done any act or thing which may render void and insurance in respect of the said unit/flat or any part of the said building if the building is insured .
15. Not to make structural additions and/or alteration such as beams, columns, partition walls etc or improvements of any nature.
16. Not to use the said unit/flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building
17. The Purchasers shall be liable to pay proportionately all common charge and expenses, Municipal taxes, common electricity other levies and outgoing maintenance charges and repairs of all equipments, installation, common portions and repairs and paintings of the outer wall of the building and other expenses necessary for the said building from the date of deemed possession of the property hereby conveyed.

- 18 The Purchasers shall get the flat mutated in the records of Rajpur Sonarpur Municipality and shall pay all taxes in impositions separately along with the proportionate common expenses and water charges other taxes and impositions so to be levied by the Rajpur Sonarpur Municipality or State Government or by any other Competent Authorities and until such times as the flat /apartments comprised in the said units to be separately assessed and/or mutate in respect of municipal rates and taxes of imposition the Purchasers shall pay proportionate share of such municipal rates and taxes or impositions on demand from time to time by the Owners/Associations to be formed by the flat owners on their own initiative and endeavor.
- 19 The Purchasers before accepting possession have taken inspection of the area and construction of the flat and found it in good condition and order and have got no dispute thereof.
- 20 That the terms & conditions and stipulations made herein is final and conclusive and shall prevail over all other conditions and stipulations made there in before.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DEFINITIONS)

ARCHITECT- shall mean SANYALSON ASSOCIATE CONSULTANT (P) LTD. Kolkata or such other person or firm who may be appointed as Architect of the building by the Developer.

PREMISES - shall mean ALL THAT demarcated plots of land measuring ALL THAT piece and parcel of land measuring an area of 3624.025 sq.mt. equivalent to 54 kh – 02 ch – 39 sq.ft. (physically available 3551.97 sq.mt. equivalent to 53 Kh – 1 Ch – 28.41 sq.ft.) along with care taker room and toilet and other

sheds and structures, situate and lying AT Mouza - Baikunthapur, J.L.No.37, R.S.No.110, Touzi No.251, Pargana-Medanmolla, A.D.S.R. and Police Station –Sonarpur, comprised in R.S. Dag Nos. 344, 344/436, 343 corresponding to L.R. Dag Nos. 547/628, 564 & 547 under R.S.Khanda Khatian Nos.1446, 1448, 1450 & 1452 coming from Khatian No.738, L.R.Khatian Nos.6434, 6435, 6436, 6437, 6438, 6439 & 6440, Holding No.59 Abhoy Doctor Lane, Ward No.17, within the limit of Rajpur - Sonarpur Municipality, District South 24 Parganas Kolkata – 700 149, free from all encumbrances more fully and particularly described in the SECOND SCHEDULE hereunder written.

MAP OR PLAN :- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Authorities concerned including revision or variation therein if any revision of alteration as may be required or be made from time to time and the Purchaser consents to such revision or alteration.

SPECIFICATIONS:- shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

COMMON PARTS, PORTIONS, AREAS AND INSTALLATION :- shall mean and include the entrances, lobbies, staircases, lifts, lift-shafts, stair-lobbies, sub-station, pump rooms, machine rooms, water tank, water reservoir, generator room, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the FOURTH SCHEDULE hereunder written and expressly or intended by the Owners/Vendors and the Developer for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with

the same to which the purchaser hereby confirms and consents.

COMMON EXPENSES- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services as are mentioned in the FIFTH SCHEDULE hereunder written.

CO-OWNERS- shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

BUILDING- shall mean the new building or buildings constructed on the said premises.

UNDIVIDED SHARE- shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.

FLAT- shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with/without car parking space in the ground floor of **Multi-storied buildings known as SKYLINE HOMES at holding No. 59 Dr. Ahboy Doctor Lane** more fully and particularly described in the THIRD SCHEDULE hereunder written.

SHARE OF EXPENSES- wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

BUILT UP AREA- has been calculated from the super built up area of the said Flat as certified by the Architects which is 25% less than the super built up area.

TRANSFER- with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.

THE SAID FLAT- shall mean ALL THAT the flat/unit of **Multi storied buildings known as SKYLINE HOMES** at Holding No.59 Dr..Abhoy Doctor Lane, more fully described and mentioned in the **THIRD SCHEDULE** hereunder written.

ASSOCIATION- shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers for the common purposes as maybe deemed proper and necessary by the Owners.'

ULTIMATE ROOF - shall mean and include the portion of the roof that would be available after sale, disposal or being otherwise deal with by the Developer for common use and facilities.

SINGULAR- shall include Plural and vice-versa.

SECOND SCHEDULE ABOVE REFERRED TO

(Described in the said Premises)

ALL THAT piece and parcel of land measuring an area of 3624.025 sq.mt. equivalent to 54 kh – 02 ch – 39 sq.ft. (physically available 3551.97 sq.mt. equivalent to 53 Kh – 1 Ch – 28.41 sq.ft.) along with care taker room and toilet and other sheds and structures, situate and lying AT Mouza-Baikunthapur, J.L.No.37, R.S.No.110, Touzi No.251, Pargana-Medanmolla, A.D.S.R. and Police Station –Sonarpur, comprised in R.S. Dag Nos. 344, 344/436, 343 corresponding to L.R. Dag Nos. 547/628, 564 & 547 under R.S.Khanda Khatian Nos.1446, 1448, 1450 & 1452 coming from Khatian No.738, L.R.Khatian Nos.6434, 6435, 6436, 6437, 6438, 6439 & 6440, Holding No.59 Abhoy Doctor Lane, Ward No.17, within the limit of Rajpur-Sonarpur Municipality District South 24 Parganas Kolkata – 700 149 butted and bounded on all sides by :-

On the North : R.S.Dag Nos.437 & 344(P) and Avg.17ft wide Abhoy Doctor Lane,

On the South : R.S.Dag Nos. 345 & 336,

On the East : R.S.Dag Nos. 344(P) & 336,

On the West : R.S.Dag No.343 & Avg. 17 ft wide Abhoy Doctor Lane.

THIRD SCHEDULE ABOVE REFERRED TO
(Description of the SAID FLAT)

ALL THAT the Flat or Unit No _____ on the floor in Block- _____, having carpet area measuring about _____ Sq.ft. corresponding to Super built up area of _____ Sq.ft. along with impartible undivided proportionate share in land and premises as described in the **Second Schedule** herein above stated along with common rights of the common parts and common maintenances as described in the **Fourth Schedule** herein below and common expenses as described in the **Fifth Schedule** herein below along with/without a **Car parking Space No. _____** on the Ground floor of the said Multi Storied buildings Known as **SKYLINE HOMES**” at Holding No.59, Dr. Abhoy Doctor , under Rajpur-Sonarpur Municipality, Ward No.17, P.O. Rajpur, P.S. Sonarpur, Kolkata - 700 149 **OR HOWSOEVER OTHERWISE** and more particularly delineated in the map or plan annexed hereto by **RED** border. The said map or plan is part and parcel of this document.

.FOURTH SCHEDULE ABOVE REFERRED TO
(Common Parts and Facilities)

1. Stair case on all the floors.
2. Stair case landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Lift machine room, stair room in the roof.

6. Columns foundations and plinths.
7. Ultimate roof of the building.
8. Common passage and entrance lobby on the ground floor excepting car parking area.
9. Underground and overhead reservoirs.
10. Water pumps and pipe lines leading to the flats.
11. Generator for common services.
12. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks
13. Guards rooms, caretakers rooms, toilets meter room children's play rooms and other rooms and facilities in the ground floor
14. Boundary wall around the premises, parapet walls on the roof.
15. All other amenities that is for common use of all the flat owners.

16. CCTV at entry points.
17. INTERCOM - Intercom facility in each flat.
18. Iron Filtration Plant.

19. GENERATOR - Generator facility for the common areas of the building and 750 Watt for each flat.

FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff.
3. The costs of working and maintenance of lifts, generator, and other light and service charges.

4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other flat co-owner .Such other expenses as are deemed by the developer or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
5. Costs of replacement of equipment or facilities such as lifts, generators, tube-well, transformer etc.
6. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building
7. Such amount as shall be declared and fixed by the Developer in its absolute discretion for administration and other like-purposes(common area).
8. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing re-decorating lighting the common parts and also the outer walls of the building.

IN WITNESS WHERE OF the Parties hereto have set and subscribed their respective hands and seals this the day of 2021

SIGNED SELAED AND DELIVERED
BY THE OWNERS/VENDORS
AT KOLKATA IN PRESENCE OF :-

1.

2.

SIGNED SELAED AND DELIVERED
BY THE DEVELOPER/PROMOTER
AT KOLKATA IN PRESENCE OF :-

1.

2.

SIGNED SELAED AND DELIVERED
BY THEPURCHASER/S AT KOLKATA
IN PRESENCE OF :-

1.

2.

MEMO OF CONSIDERATION

RECEIVED from within-named Purchaser/s the
within-mentioned sum of **Rs** on account
of full and final settlement of the Consideration
money by several cheques of different denomination
drawn in favour of the **OWNERS** on diverse date.

(Rupees
 only)

WITNESSES :-

1.

2.

SIGNATURE OF THE PROMOTERS

Drafted by me

(TARUN KANTI CHAKRABARTI)

Advocate(F.No.853/95)

Baruipur Civil Court.

Kolkata-700144.

Typed by me

Sonarpur A.D.S.,R.office.