

DEED OF CONVEYANCE.

This Deed of Conveyance made this the Day of (month) 20..... (Year).

BETWEEN

1. Sri. Brij Shyam Gupta (PAN-ADCPG4225E), son of Late Ram Bilash Gupta, by faith Hindu, by Occupation Business residing at 23B, Dwijen Mukherjee Road, Police Station – Parnasree, P.O. Parnasree, Kolkata-700060, Dist. South 24 Parganas, West Bengal and **2. Sri Narindra Nath Khatri**(Sabhiki) (PAN-ALRPK2051P) son of Late Krishna Lal Khatri (Sabhiki) by faith Hindu, by Occupation Business residing at 71, Jyotish Roy Road, P.S. Behala, Kolkata-700053 hereinafter jointly called and referred to as the “**LAND OWNER**” do hereby send greetings represented by their constituted attorney **M/S SKYARE DEVELOPERS (P) LIMITED**, 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** residing at 259, Utaar Purbachal Kalitala Road, Kolkata - 700078, hereinafter referred to as the **DEVELOPER/PROMOTER** (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 **FIRST PART.**

SKYARE DEVELOPERS PVT. LTD.
Prodos Kumar Adhikari
DIRECTOR

AND,

SRI..... Pan numberson ofresiding at....., Kolkata, P.S....., by faithby occupation business 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, executer, administrators, representatives and assigns) of the **SECOND PART**.

AND,

M/S SKYARE DEVELOPERS (P) LIMITED, 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 residing at 259, Utaar Purbachal Kalitala Road, Kolkata - 700078, hereinafter referred to as the DEVELOPER/PROMOTER (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 **THIRD PART**.

WHEREAS,

1. Sri. Narinder Nath Khatri (Sabhiki) was owner of all that piece and parcel of land measuring an area of 02 cottahs 09 chittaks 02 sqft details of which is duly mentioned in the schedule below by virtue of Registered Deed of Conveyance dated 18th April 2000, registered in the office of the A.R.A - 1, Kolkata and was recorded in Book number I, Volume number 113, Pages from 369 to 380, being number 4829 for the year 2000 free rom all encumbrances and charges.

2. Sri. Brij Shyam Gupta was owner of all that piece and parcel of land measuring an area of 04 cottahs 05 chittaks 22 sqft details of which is duly mentioned in the schedule below by virtue of Registered Deed of Conveyance dated 16th June 2003, registered in the office of the District Sub Registrar at Alipore and was recorded in Book number I, CD Volume number 106, Pages from 9785 to 9807 Being number 02163 for the year 2008 free from all encumbrances and charges.
3. The above two plots being contiguous the owners decided to amalgamate the same for better commercial exploitation of the said two plots of land they had executed a registered deed of exchange dated 19th November 2019, registered in the office of the A.D.S.R. Behala south 24 parganas and the said Deed of Exchange was duly recorded in Book Number -I, Volume number 1607-2019, Pages from 375106 to 375129 being number 1607111756 for the year 2019.
4. That the Owners jointly recorded their name in the records of Kolkata Municipal corporation and 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.
5. The Developer herein knowing the proposal of Land Owner has agreed to take over the said Development work on Premises No. 18, Pathak Para Road, KMC holding number 196, Pathak Para Road, Behala, Kolkata 700060 as per terms and conditions written in Development Agreement with Development power of Attorney which was duly executed and registered in the office of additional district sub registrar Behala 24 parganas on 18th Day of October

2019 and recorded in Book number I, Volume number 1607 - 2019 , pages from 346820 to 346879 being number 160710869 for the year 2019.

6. That the Developer has sanctioned a building plan from Kolkata Municipal Corporation being Building Plan number 2020140273 dated 29.12.2020 and has started construction of the proposed G-III, storied building as per specification annexed hereinafter at premises No.18, Pathak Para Road Road, P.S. Parnasree, Kolkata – 700 060.
7. That being approached by the Developer herein, the Purchaser herein has agreed to acquire and purchase a shop/flat being shop/flat No....., facing....., measuring about sq. ft 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.18, Pathak Para Road, P.S. Parnasree, Kolkata – 700 060 which is more fully and particularly described in the Schedule – ‘B’ hereunder written and hereinafter altogether to as the “Said 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, 20... and in consideration of the said sum of Rs...../- (.....) only being true and lawful money of the Union of India paid by the purchasers 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 thefacingsqftFloor Flat being numberedwith the proportionate land of the Schedule ‘A’ premises the vendor herein DOETH hereby forever release, acquit, exonerate, sell, convey, transfer and discharge upon the purchasers in respect of ALL THAT piece and parcel of thefacingFloor Flat measuring aboutsqft super built up area a little more or less consisting two bed rooms,

one drawing – cum - dining - one kitchen, two toilets one balcony on theFloor 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.18, Pathak Para Road Road, P.S. Parnasree, Kolkata – 700 060.(within the limits of the Kolkata Municipal Corporation, Ward No. 132, 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 impartable 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, roof of the top floor of the building, 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, what-

soever 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, impendences, 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, impendences, 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 hereof, the same shall be decreed to be the liability of the vendor and realizable 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 DO TH 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 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 Floorfacing 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 hereby granted or sold, transferred and conveyed shall be heritable and transferable.

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

- a. 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, roof right 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 .

(Description of the said Land/ Premises)

ALL THAT piece and parcel of homestead land measuring an area 6 (Six) Cottahs 14 (Fourteen) Chittaks 24 (Twenty Four) sq. ft. be the same or little more or less with old brick made structure thereon comprised appertaining to C.S Khatian Number 2533, Part of C.S. Dag Number 4439 and 4440 of Mouza Behala, Touzi Number 47BI, J.L No.2 P.S. Behala now Parnasree, being Kolkata Municipal Corporation premises number 18, Pathak Para Road, Kolkata - 700060, Known as KMC holding number 196, Pathak Para Road, Behala, Kolkata - 700060, in ward number 132, sub registry office Behala, within the District of South 24 Parganas, along with all easement right, paths, passages ways and interest thereon which is butted and bounded by:-

- On the North : By Private Boundary Wall;
- On the South : By 20 feet wide common passage;
- On the East : By Land along with shed of Uttam Saha
- On the West : By Land of Sanjay Debnath

SCHEDULE 'B' ABOVE REFERRED TO

(Said Flat)

All that the residential flat being flat no. on thefloor , measuringsq ft super built up area , consisting of bed rooms, ... living cum dining cum drawing 1 kitchen, 2 toilet , 1 balcony on the.....floor 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 No.18, Pathak Para Road Road, P.S. Parnasree, Kolkata – 700 060, KMC Ward No.132, along with all easement rights to ingress and egress thereto.

COMMON PORTIONS

ALL THAT undivided impartable 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 and common enjoyment of roof and right to set T.V. antennas, A.C. cooling units drying clothes and no further leading on the roof will be allowed.
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. 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/DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

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 theFloor flat being no ,,,,,facingas mentioned in the respective schedule here in above, by following manner:

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

TOTAL

Rs.....

WITNESSES:

1.

SIGNATURE OF OWNER/DEVELOPER

2.

Drafted By :

(.....)

Advocate,

Alipore Court Kolkata.

SKYARE DEVELOPERS PVT. LTD.
Rudra Kumar Adhikari
DIRECTOR