

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of -----, Two
Thousand and TwentySix (2026) of Christian Era

BETWEEN

APARNITA REALTY

Attorney Des

M/S. APARNITA REALTY, a Proprietorship Firm having its office at 132, Madurdaha, Post Office- E.K.T.P, Police Station - Anandapur (formerly Tiljala), Kolkata-700107, District - South 24 Parganas, represented by its Sole Proprietor, **MR. ATTREYO DAS**, (PAN - BSFPD3919R), son of Sri Arghya Das, by faith Hindu, by occupation Business, nationality Indian, residing at 4th Floor, "Seva Purnima Apartment" 132, Madurdaha, Post Office- E.K.T.P, Police Station - Anandapur (formerly Tiljala), Kolkata-700107, District - South 24 Parganas, West Bengal hereinafter called and referred to as the **VENDOR** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrator, successors- in- interest, legal representatives and / or assigns) of the **FIRST PART**.

A N D

(1) _____, (PAN: _____), Son/Daughter of _____, by faith- Hindu, by occupation – _____, by Nationality- Indian, residing _____, and (2) (1) _____, (PAN: _____), Son/Daughter of _____, by faith- Hindu, by occupation – _____, by Nationality- Indian, residing _____, hereinafter jointly referred to as the called and referred to as the **PURCHASERS** (which such expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and / or assigns) of the **SECOND PART**.

WHEREAS all material time by virtue of a Deed of Sale dated 9th December, 1981, registered in the Office of the District Sub-Registrar, Alipore, recorded in Book No. 1, Volume No. 337, at Pages 134 to 142, being Deed No. 13285, for the year 1981, one Smt. Gita Sanyal sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 6 (Six) Cottahs 12 (Twelve) Chittack 15 (Fifteen) Square feet, more or less

including land of the adjacent pathway/road measuring 1 (One) Cottah 30 (Thirty) Square feet, more or less being Scheme Plot No. 29, comprised in R.S./L/R/ Dag No. 356/406, recorded under R.S. Khatian No. 353,356,361 and 362, Mouza- Kalikapur, J.L. No. 20, R.S. No.2, Touzi Noas.3,4,5 and 12, Police Station – Purba Jadavpur (formerly Kasba) presently within the limits of the Kolkata Municipal Corporation, Ward No. 109, Sub Registration office Sealdah, District South 24 Parganas, (thereafter referred to as the Larger property) unto and in favour of the Sri Santosh Kumar Dey, free from all encumbrances.

AND WHEREAS in the above mentioned circumstances said Sri Santosh Kumar Dey became the sole and absolute owner in respect of the Larger Property out of which the said land of pathways/road measuring about 1(one) Cottahs 30 (Thirty) Square feet more or less has been included in the adjacent road and said Sri Santosh Kumar Dey became the sole and absolute owner in respect of the residue portion of the Lager Property, i.e. 5 (Five) Cottahs 11 (Eleven) Chittaks 30 (Thirty) Square feet more or less, out of the Larger Property (Property of Santosh Kamar Dey and mutated his name in the records of the Kolkata Municipal Corporation vide Municipal Premises No. 35, Kalikapur, free from all encumbrances.

AND WHEREAS by a Deed of Sale executed on 23rd July, 1999, registered on 27th July, 1999 in the office of the District Sub-Registrar-III, South 24Parganas at Allipere, recorded in Book No. 1, being Deed No. 2259 for the year 1999, said Sri Santosh Kumar Dey sold, conveyed and certain area out of the Property of Santosh Kumar Dey unto and in favour of Narendra Nath Sur and remained the sole and absolute owner in respect of the Said Property, i.e. net land area measuring about 3 (Three) Cottahs 2 (Two) Chittack4 1 (Forty One) Sq. ft. out of the Larger Property, presently being me entirety of Municipal Premises No. 35, Kalikapur, free from all encumbrances.

AND WHEREAS by a Deed of Sale dated 9th October, 2002, registered in the Office of the District Sub-Registrar-III, at Alipore, South 24 Parganas at Alipore, recorded in Book No. 1, Volume No. 17, at Pages 3036 to 3052, being Dead No. 05423 for the year 2003, said Sri Santosh Kumar Dey sold, conveyed and transferred the Said property unto and in favour of **SMT. IBHA BHATTACHARYYA**, (the Vendor therein) the free from all encumbrances.

AND WHEREAS in the above-mentioned events and circumstance said **SMT. IBHA BHATTACHARYYA**, (the Vendor therein) became the sole and absolute owner in respect of the Said Property, free from all encumbrances and mutated her own name in the records of the Block Land and Land Reforms Office, Kolkata (B.L. & L.R.O.) under Khatian No. 293, under L.R. Dag No. 356/406, Mouza – Kalikapur, and has also muted her own name in the records of the Kolkata Municipal Corporation being premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, Vide Assessee No. 31-109-06-0035-0, under Ward No.109, District South 24 Parganas and paying all rates and taxes in respect of the said First Schedule property from time to time.

AND WHEREAS thereafter by a registered Deed of Sale dated 16.04.2024 made between **SMT. IBHA BHATTACHARYYA** therein referred to as the Vendor, the said Vendor sold transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 3 (Three) Cottahs 2 (Two) Chittaks 41 (Forty one) Square Feet, be the same little more or less, under Scheme Plot No. 29, consisting of Mouza – Kalikapur, J.L. No. 20, under R.S. Khatian No, 353, 356, 361 and 362, under R.S. Dag No. 346/406, corresponding to L.R. Khatian No. 293, under L.R. Dag No. 356/406, within the limits of the Kolkata Municipal Corporation being Premises No. 35, Kalikapur, Police Station –

Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas, under Ward No. 109, together with all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof including but not limited to the adjacent 20-0" (twenty feet) wide adjacent road and the Said Property is delineated on the Plan annexed hereto and bordered in color Red thereto which document was registered before District Sub- Registrar- V, at Alipore, District –South 24 Parganas recorded in Vide Book No. I, Volume No.1630-2024,pages from 32868 to 32887, being No.160301198, for the year 2024 in favour of **M/S. APARNITA REALTY**, represented by its Sole Proprietor, **MR. ATTREYO DAS**, as morefully described in Schedule thereunder written and First Schedule hereunder written enjoying the said property free from all encumbrances.

AND WHEREAS the said **M/S. APARNITA REALTY**, represented by its Sole Proprietor, **MR. ATTREYO DAS**, is the Owner of the aforesaid land admeasuring measuring 3 (Three) Cottahs 2 (Two) Chittaks 41 (Forty one) Square Feet, be the same a little more or less by way of the aforesaid purchase and thereafter its own name mutated the aforesaid property plot of land in the record of the Kolkata Municipal Corporation and the said authority of the Kolkata Municipal Corporation recorded its name in its mutation books and allotted him a Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, having Assessee No. 31-109-06-0035-0, under Ward No.109, District South 24 Parganas and have been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS thereafter subsequently by a Deed of Boundary Declaration was registered on 31.05.2024, in favour of the said M/s.

Aparnita Realty, represented by its sole Proprietor Sri Attreyo Das, herein in respect plot of land being plot no. 29, landed property as per physical measurement of Net land measuring about 3 (Three) Cottahs 2 (Two) Chittaks 10.009 (Ten Point zero Zero nine) Sq.ft. more or less equivalent to 209.960 Sq. Mt. at and comprised in Mouza – Kalikapur, J.L. No. 20, under R.S. Khatian No, 353, 356,361 and 362, under R.S. Dag No. 346/406, corresponding to L.R. Khatian No. 293, under L.R. Dag No. 356/406, within the limits of the Kolkata Municipal Corporation being Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the local limits of the Kolkata Municipal Corporation under Ward No.109, Assessee No. 31-109-06-0035-0, District – South 24 Parganas, registering jurisdiction S.R. Alipore in the District of South 24 Parganas together with easements rights and which document was registered on 31.05.2024, registered at the office of Additional District Sub- Registrar – III, at Alipore, South 24 Parganas, recorded in Book No.1, Volume No.1603-2024, Pages from 229111 to 229122, Being No. 160309082, for the year of 2024.

AND WHEREAS the said present owner M/s. Aparnita Realty, represented by its sole Proprietor Sri Attreyo Das, became the absolute and rightful Owner of the aforesaid property as morefully described in the First Schedule hereunder written and while seized and possessed of the Schedule land actually to be Net land measuring about 3 (Three) Cottahs 2 (Two) Chittaks 10.009 (Ten Point zero Zero nine) Sq.ft. more or less comprised in Mouza – Kalikapur, J.L. No. 20, under R.S. Khatian No, 353, 356,361 and 362, under R.S. Dag No. 346/406, corresponding to L.R. Khatian No. 293, under L.R. Dag No. 356/406, within the limits of the Kolkata Municipal Corporation being Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the local limits of the Kolkata Municipal Corporation under Ward No.109, Assessee No. 31-109-06-0035-

0, District – South 24 Parganas, and have been enjoying the same free from all encumbrances as morefully described in the First Schedule hereunder written.

AND WHEREAS thereafter the Owner / Vendor desirous to develop /construct its aforesaid land for that purpose he applied for Building sanction plan to the building authority of the Kolkata Municipal Corporation and the said authority have sanctioned a building plan of a G+III storied residential building with lift vide Building permit No. **2024120172, dated 29.07.2024.**

AND WHEREAS while in user and enjoyment the Vendor start and thereafter completed G+III storied building with lift on the said premises as per said sanctioned building plan and desirous of selling the respective _____ self-contained residential **FLAT No. ----- on the----- FLOOR, -----Side, measuring about ----- sq. ft. SUPER BUILT-UP AREA** equivalent to _____ Sq. ft. **COVERED AREA**, equivalent to ----- **CARPET AREA** more or less be the same little more or less consisting of _____ Bed Rooms, _____ Living-cum- Dining Room, _____ Kitchen, _____ Balconies, _____ Toilet, _____ Common Toilets and togetherwith access to Cover **Car Parking Spaces** on the **GROUND FLOOR** measuring about _____ **Sq. ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas with proportionate undivided share of land underneath the Building and being approached by the Purchasers, the Vendor has agreed to sell the same morefully described in the Second Schedule hereunder below, together with common facilities and amenities thereto .

AND WHEREAS due to urgent need of money for its and for their family members purpose, the Vendor herein have decided to sell the said flat and car parking space the Owner /Vendor declared for selling the said property of **ALL THAT** the _____ self contained residential **FLAT No. ----** **on the----- FLOOR, -----Side, measuring about -** **----- sq. ft. SUPER BUILT-UP AREA** equivalent to _____ Sq.ft. **COVERED AREA**, equivalent to ----- **CARPET AREA** more or less be the same little more or less consisting of _____ Bed Rooms, _____ Living -cum- Dining Room, _____ Kitchen, _____ Balconies, _____ Toilet, _____ Common Toilets and togetherwith access to **Car Parking Spaces** on the **GROUND FLOOR** measuring about _____ **Sq.ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas as morefully and particularly being described and mentioned in the Second Schedule hereunder written Together with the undivided impartible proportionate share in the land underneath the building comprised in the said building as morefully described in the First Schedule hereunder written and together with the proportionate share common areas and/or utilities into and/or facilities comprised in the said building/premises, free from all encumbrances, liens, lispensens, charges whatsoever and expressed her desire to sell the said flat and covered car parking space.

AND WHEREAS the Vendor herein have declared to sell against valuable consideration the said _____ **FLOOR FLAT** and access to Car Parking space on the **GROUND FLOOR** under their Ownership and possession, which is morefully described in the Second Schedule herein.

AND WHEREAS the Vendor herein have declared to sell of **ALL THAT** the _____ self contained residential **FLAT No. ----- on the-----** **FLOOR**, -----**Side, measuring about -----** sq. ft. **SUPER BUILT-UP AREA** equivalent to _____ Sq. ft. **COVERED AREA**, equivalent to ----- **CARPET AREA** more or less be the same little more or less consisting of _____ Bed Rooms, _____ Living-cum- Dining Room, _____ Kitchen, _____ Balconies, _____ Toilet, _____ Common Toilets and togetherwith access to **Car Parking Spaces** on the **GROUND FLOOR** measuring about _____ **Sq. ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas as morefully and particularly being described and mentioned in the Second Schedule hereunder written.

AND WHEREAS the Purchasers herein have inspected the title deeds and other documents of the said property together with the sanction plan and being fully satisfied with the right, title and interest of the Vendor herein proposed to purchase of **ALL THAT** the _____ self contained residential **FLAT No. ----- on the-----** **FLOOR**, -----**Side, measuring about -----** sq. ft. **SUPER BUILT-UP AREA** equivalent to _____ Sq. ft. **COVERED AREA**, equivalent to ----- **CARPET AREA** more or less be the same little more or less consisting of _____ Bed Rooms, _____ Living -cum- Dining Room, _____ Kitchen, _____ Balconies, _____ Toilet, _____ Common Toilets and togetherwith access to **Car Parking Spaces** on the **GROUND FLOOR** measuring about _____ **Sq. ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24

Parganas ,which is morefully described in the **SECOND SCHEDULE** below along with undivided proportionate share of land described in the **FIRST SCHEDULE** below with common facilities which is described in the **THIRD SCHEDULE** below at and for a total consideration of **Rs.----- (Rupees -----) only.**

AND WHEREAS the Vendor herein having accepted the said proposal of the Purchasers herein have agreed to sell and transfer in favour of the Purchasers of **ALL THAT** the _____ self contained residential **FLAT No. ----- on the----- FLOOR, -----Side, measuring about ----- sq. ft. SUPER BUILT-UP AREA** equivalent to Sq. ft. **COVERED AREA**, equivalent to ----- **CARPET AREA** more or less be the same little more or less consisting of _____ Bed Rooms, _____ Living-cum- Dining Room, _____ Kitchen, _____ Balconies, _____Toilet, _____ Common Toilets and togetherwith access to **Car Parking Spaces** on the **GROUND FLOOR** measuring about _____ **Sq. ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas as morefully and particularly being described and mentioned in the Second Schedule hereunder written building at the said premises **TOGETHER WITH** proportionate undivided share of the land comprised in the now within limits of the Kolkata Municipal Corporation Premises No.35, Kalikapur, Police Station – Purba Jadavpur , Kolkata – 700 099, within the limits of the Kolkata Municipal Corporation, Ward No.109, in the District of South 24-Parganas, which is morefully described in the **SECOND SCHEDULE** below along with undivided proportionate share of land described in the **FIRST SCHEDULE** below with common facilities which is described in the **THIRD SCHEDULE** below together with proportionate

undivided impartible share in the land underneath including the common areas, common roof access, and with the access to enjoy the common amenities attached thereto or meant for common purpose in the said building at premises No. 35, Kalikapur, Police Station – Purba Jadavpur , Kolkata – 700 099, within the limits of the Kolkata Municipal Corporation, Ward No.109, in the District of South 24-Parganas, as morefully described in the Second Schedule hereunder written at and for a total consideration of **Rs.----- (Rupees -----) only** of the above mentioned Flat and Car Parking Space and the Vendor herein having accepted the proposal of the Purchasers all the parties hereto entered into an agreement for sale on ----- day of ----- 2026 under terms and conditions stated therein.

AND WHEREAS the Purchasers herein have since inspected all the title deeds and other documents of the Vendor herein in respect of the Second Schedule property together with the sanctioned plan and being fully satisfied with the right title and interest of the Vendor herein in the same, have paid the balance consideration amount of the ----- **FLOOR**, Flat alongwith Car Parking Space on the -----**FLOOR** at the time of execution of this Deed and accordingly the Vendor hereto sale and transfer the said----- **FLOOR**, Flat and Car Parking Space on the **GROUND FLOOR** absolutely in favour of the Purchasers herein as per terms and conditions stated hereunder.

NOW THIS DEED WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. That in pursuant to the said Agreement and in consideration of the said sum of **Rs.----- (Rupees -----) only** being paid to the VENDOR by the PURCHASERS herein as per the MEMO of agreed consideration mentioned hereunder and the receipt of which being the full

payment of consideration money hereby payable to the VENDOR and the same is being admitted and acknowledged by the VENDOR the VENDOR herein doth hereby sell, transfer, convey, assure and assign unto and in favour of the **PURCHASERS** of **ALL THAT** the _____ self contained residential **FLAT No. ----- on the----- FLOOR, ----- Side, measuring about ----- sq. ft. SUPER BUILT-UP AREA** equivalent to _____ Sq. ft. **COVERED AREA**, equivalent to ----- -- **CARPET AREA** more or less be the same little more or less consisting of _____ Bed Rooms, _____ Living -cum- Dining Room, _____ Kitchen, _____ Balconies, _____ Toilet, _____ Common Toilets and togetherwith access to **Car Parking Spaces** on the **GROUND FLOOR** measuring about _____ **Sq.ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas as morefully and particularly being described and mentioned in the Second Schedule hereunder written, of the building together with undivided proportionate impartible share or interest in the land of the said premises attributable to the said flat and car parking space lying situate at and being known as Municipal premises no. . 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas together with the undivided proportionate share of land along with the common facilities such as open spaces around the building, pathways of egress and ingress, staircases, landings, lobbies, roof of the building, boundary wall, drainage, sewerages, pipe lines, underground and overhead water reservoir, septic tank, motor pump, space for electric meter and other appurtenances of the said building within the limits of Kolkata Municipal Corporation Ward No. 109, said premises togetherwith all easement right there to togetherwith the undivided impartible proportionate

share of land as defined in the First Schedule hereto of or in the land comprised in the said premises which is morefully described in the First Schedule hereto togetherwith the exclusive access to own, use, occupy and/or to transfer **ALL THAT** the ____ self contained residential **FLAT No. ----- on the----- FLOOR, -----Side, measuring about ----- sq. ft. SUPER BUILT-UP AREA equivalent to Sq. ft. **COVERED AREA**, equivalent to ----- **CARPET AREA** more or less be the same little more or less consisting of ____ Bed Rooms, ____ Living -cum- Dining Room, ____ Kitchen, ____ Balconies, ____ Toilet, ____ Common Toilets and togetherwith access to **Car Parking Spaces** on the **GROUND FLOOR** measuring about ____ **Sq. ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas as morefully and particularly being described and mentioned in the Second Schedule hereunder written of the building together with undivided proportionate impartible share or interest in the land of the said premises attributable to the said flat and car parking space lying situate at and being known as Kolkata Municipal Corporation Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas together with the undivided proportionate share of land along with the common facilities such as open spaces around the building, pathways of egress and ingress, staircases, landings, lobbies, roof of the building, boundary wall, drainage, sewerages, pipe lines, underground and overhead water reservoir, septic tank, motor pump, space for electric meter and other appurtenances of the said building within the limits of Kolkata Municipal Corporation Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata**

Municipal Corporation under Ward No.109, in the District of South 24 Parganas as morefully described in the **SECOND SCHEDULE** written hereunder AND also the access to use and enjoy all the common parts and/or common spaces in common with the Co-shares and/or occupiers of the building and/or other flat owners and space owners of the building which is morefully described in the **THIRD SCHEDULE** written hereunder AND reversion or reversions, remainder or remainders and to receive rents issued and profits arising out of the properties and or the flat and car parking space being hereby conveyed AND **ALL THAT** the ____ self contained residential **FLAT No. ----- on the----- FLOOR, -----Side, measuring about ----- sq. ft. SUPER BUILT-UP AREA** equivalent to ____ Sq. ft. **COVERED AREA**, equivalent to ----- -- **CARPET AREA** more or less be the same little more or less consisting of ____ Bed Rooms, ____ Living-cum- Dining Room, ____ Kitchen, ____ Balconies, ____ Toilet, ____ Common Toilets and togetherwith access to **Car Parking Spaces** on the **GROUND FLOOR** measuring about ____ **Sq. ft.** be the same a little more or less of the G+III storied building with lift, at the said Municipal Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal limits of the Kolkata Municipal Corporation under Ward No.109, in the District of South 24 Parganas as morefully and particularly being described and mentioned in the Second Schedule hereunder written, the estate right title interest property claim and demand whatsoever of VENDOR into and upon the portion hereby conveyed or expressed or intended so to be and every part or parts thereof respectively or arising out there from TOGETHERWITH their and every of their respective rights liberties and appurtenances whatsoever to and unto the use of the PURCHASERS free and clear and freely and clearly and free from all encumbrances, trust, liens, lispendense, mortgage, attachments, encumbrances of whatsoever (save only those as or are expressly mentioned herein) **AND TOGETHERWITH** easements or quasi

easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said premises and the said flat or unit (including the said undivided impartible proportionate share of land in the said premises and or the said interest in respect of the said flat and Car Parking Space) by the Co-owners or other flat owners as mentioned in the Schedule here under written. **TO HAVE AND TO HOLD** the undivided impartible proportionate share of land of the said premises in respect of the said flat and Car Parking Space all other benefits and access and/or the said interest hereby sold and conveyed transferred or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and for forever and also subject to the PURCHASERS covenants contained herein and written hereunder and also subject to the Purchasers paying and discharging all taxes maintenance charges and impositions on the said flat/unit and Car Parking Space wholly and the building and particularly the common portions proportionately.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASERS as follows:-

a) The interest which the **VENDOR** doeth hereby propose to transfer subsists and the **VENDOR** have the absolute access and full power and absolute authority to sell and convey unto the **PURCHASERS** herein the undivided impartible proportionate share of land in respect of the said flat and Car Parking Space being hereby sold and/or conveyed.

b) It shall be lawful for the PURCHASERS from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the properties hereby conveyed and every part thereof and to receive rents issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the VENDOR or any person or persons claiming through under or interest for the VENDOR unless otherwise

expressly mentioned herein and free and clear from and against all manner of encumbrances, trusts, disturbances, liens, attachments, mortgages, debts and/or encumbrances of whatsoever manner or nature save only those as are expressly contained herein and/or in the Agreement for sale.

c) The VENDOR shall from time to time and at all times hereafter upon every request and at the cost of the PURCHASERS make to acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things of whatsoever manner or nature for further better or more perfectly assuring the properties hereby conveyed unto the PURCHASERS and in the manner aforesaid.

d) The VENDOR shall unless prevented by fire or some other irresistible forces from time to time and at all times hereafter upon reasonable request and the costs of the PURCHASERS or the their Attorney or Attorneys and/or Agents and/or before or at any trial examination Commission Tribunal Board or Authority for inspection or otherwise as occasion shall require shall produce the title deed or deeds (which are in possession of the VENDOR) of the said premises and also at the like request and costs of the PURCHASERS deliver the PURCHASERS such attested or other copies or extracts there from as the PURCHASERS may require and will in the meantime unless prevented as aforesaid and keep the same saved unobliterated and uncanceled.

e) The VENDOR shall not do anything or make any grant or terms whereby the rights of the PURCHASERS hereafter may be prejudicially affected and shall do all acts as may be necessary to ensure the right available to the PURCHASERS as the PURCHASERS and as a Co-owner hereunder.

f) The VENDOR shall duly fulfill and perform all their respective obligations and covenants elsewhere herein expressly contained.

III. THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR as follows :-

a) To observe fulfill and perform the covenants hereunder written including those for the common purpose described in the Third Schedule hereunder and shall regularly pay and discharge all taxes and impositions on the said flat or unit and car parking space wholly and the common expenses proportionately and, all other outgoings in connection with the said flat/ unit and car parking space wholly and the building and particularly the common portions proportionately.

b) Until the said land and the said ----- **FLOOR** Flat and Car Parking Space on the **GROUND FLOOR** along with Proportionate share of land in the First Schedule and Second schedule hereunder written are separately assessed by the Kolkata Municipal Corporation, the Purchasers shall regularly and punctually pay his proportionate share of municipal taxes and shall indemnify and keep indemnified the VENDOR against non-payment thereof.

c) The Purchasers from time to time and at all times agree to the Association (if formed) to pay of Purchasers proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the THIRD SCHEDULE hereunder written.

d) The Purchasers shall have the access to transfer absolutely or by way of Deed of Conveyance mortgage or lease, gift or to induct tenant otherwise the whole or any part of the said -----**FLOOR** FLAT, and Car Parking Space on the **GROUND FLOOR** along with proportionate share of land which is morefully described in the Second Schedule hereunder written.

- e) The Purchasers shall maintain the said common portion and the Flat hereby sold and conveyed in good conditions.
- f) The Purchasers shall upkeep the walls of the said flat and partition walls, sewers, drains, pipes and other fittings and fixtures appurtenances thereto belonging in good tenable repaired conditions and in particularly so as to support, shelter and protect the parapets and other portions of the building besides the said flat and Car Parking space.
- g) The Purchasers shall not at any time demolish or cause to be demolished, damage or cause to be damaged any part thereof which will weaken the main structure or any part thereof the building or do any such things without approval of Flat owners Association / Society (If formed), as well as permission of the Kolkata Municipal Corporation Authority.
- h) It is hereby further agreed between the parties hereto that the Purchasers shall become member of the Association/ Society of flat Owners of the said building as and when it is formed for the upkeep and maintenance of the said building and common areas mentioned in the schedule hereto and Purchasers shall observe the Rules and Regulations to be formed by the said Society / Association.
- i) Upon formation and regulation of the said Society / Association respective obligation and covenants of VENDOR, Purchasers and other person or persons and parties owning other flats in the said building herein contained shall cease and shall vest in the said society / Association.

j) To have acquainted the VENDOR that the construction costs of the said flat and/or other constructed area or areas had been paid directly to the VENDOR.

k) That the Purchasers shall have no access to raise any objection and/or hindrance of the said building premises save and except their allocated flat and Car Parking space which is specifically mentioned in the Second Schedule hereunder.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

(Land Description)

ALL THAT piece and parcel of Net land measuring about 3 (Three) Cottahs 2 (Two) Chittaks 41 (Forty One) Sq. ft. more or less be the same little more or less, under Scheme Plot No. 29, together with Ground plus three storied residential building sanctioned by the Kolkata Municipal Corporation Building Permit No. 2024120172, dated 29.07.2024, consisting of Mouza – Kalikapur, J.L. No. 20, under R.S. Khatian No, 353, 356,361 and 362, under R.S. Dag No. 356/406, corresponding to L.R. Khatian No. 293, under L.R. Dag No. 356/406, within the limits of the Kolkata Municipal Corporation being Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata – 700 099, having Assessee No. 31-109-06-0035-0, under Ward No.109,. registering jurisdiction S.R. Alipore in the District of South 24 Parganas, which is butted and bounded as follows:-

<u>ON THE NORTH</u>	: By Schedule Plot No. 28;
<u>ON THE EAST</u>	: By portion of Scheme Plot No. 29;
<u>ON THE SOUTH</u>	: By 20'-0" wide Municipal Road;
<u>ON THE WEST</u>	: By Scheme Plot No. 21;

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Description of the Flat and Car parking spaces)

ALL THAT the ____ self contained residential **FLAT No. ----- on the---**
----- FLOOR, -----Side, measuring about ----- sq. ft.
SUPER BUILT-UP AREA equivalent to ____ Sq. ft. **COVERED AREA,**
 equivalent to ----- **CARPET AREA** more or less be the same
 little more or less consisting of ____ Bed Rooms, ____ Living -cum- Dining
 Room, ____ Kitchen, ____ Balconies, ____ Toilet, ____ Common Toilets
 and togetherwith access to use **cover parking space being no. ____ &**
area measuring 135 sq. ft. be the same a little more or less of the G+III
 storied building with lift, at the said Municipal Premises No. 35, Kalikapur,
 Police Station – Purba Jadavpur, Kolkata – 700 099, within the municipal
 limits of the Kolkata Municipal Corporation under Ward No.109, in the
 District of South 24 Parganas, in the building at the said premises
TOGETHER WITH proportionate undivided share of the land being
 Premises No. 35, Kalikapur, Police Station – Purba Jadavpur, Kolkata –
 700 099, within the municipal limits of the Kolkata Municipal Corporation
 under Ward No.109, in the District of South 24 Parganas, Together with the
 undivided impartible proportionate share in the land underneath the
 building comprised in the said building and attributable to the said Flat
 and car parking space, and together with the proportionate share common
 areas and/or utilities into and/or facilities comprised in the said
 building/premises. A copy of the Plan is annexed herewith delineated in
“RED” verge.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and facilities)

1. The vacant spaces around the said premises.
2. The spaces within the building comprised of ingress and egress of the said building, staircase landing lobbies etc.
3. All installation for common service such as drainage of the building and also side walls, Boundary wall and gates, water supply and plumbing arrangement in the premises, electrical connection and other civil amenities, septic tank of the premises.
4. Reservoir in the Ground Floor, reservoir on the roof on the top floor of the building, pump, motor, pipe lines and all other appurtenances and installation in the premises for common use.
5. Septic tanks, soak pits and sewerage which are connected.
6. Electric meter room, electric meter for common areas and facilities, water pump with motor.
7. All other facilities and amenities in the premises which are intended for common use.
8. Common Roof access.
9. Lift facilities.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

The Expenses of maintaining, repairing, redecorating etc. of the main structure, rain water pipes etc. of the building tube-well if any, water pipes, sanitary pipes, gas pipes and electric pipes, wires and installations in under or upon the building as enjoyed or used by the Purchasers in common with the Vendor and the Owner of the other flat and the main staircase, passage, landings and staircase of the floor, cost of employing necessary staffs including darwans, security staffs, jamadars, sweepers, etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(EASEMENTS)

The Co-Owner shall allow to each other and the following access easements, quasi-easements, privileges and/or appurtenances.

- i) The access of passage of utilities including connection for Telephone, pipes, cables, etc. through such and every portion of the building including the said unit.
- ii) The right of support, shelter and protection of each portion of the building by other and/or other thereof.
- iii) The absolute unfettered and unencumbered access over the common portions subject to the terms and conditions wherein contained.
- iv) Such rights support easements and appurtenances as are usually held and occupied or enjoyed as part or parcel of the said undivided share in the said land and/or the said unit.
- v) The right with or without workmen and necessary material to enter upon the building including the said or any other unit for the purpose of repairing any of the common portions or any

appurtenances to any unit and/or anything comprised in any unit and in all such common area excepting emergency upon giving 48 hours previous notices in writing to the co-Owner affected thereby.

vi) Not any Co-Owner shall allow any obstruction and/or construction over the said building or the Ground Floor.

IN WITNESS WHEREOF all the parties doth hereto set and subscribe their hands, seals and signature the day, month and year first above written.

SIGNED, SEALED and DELIVERED

by the abovenamed **VENDOR**

at Kolkata in the Presence of :-

1.

(VENDOR)

2.

SIGNED, SEALED and DELIVERED

by the abovenamed **PURCHASERS** at Kolkata

in the Presence of :-

1.

(PURCHASERS)

2.

Drafted by me:

Advocate
High Court, Calcutta,
Kolkata – 700001.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASERS** the within named a sum of **Rs----- (Rupees -----) only** as a **FULL CONSIDERATION MONEY** as per memo below:-

Rs.-----

(Rupees -----) only,

MEMO:					
<u>Sl.No.</u>	<u>Transfer/A/C</u>	<u>Bank</u>	<u>Date</u>	<u>Amount</u>	
	<u>Cheque No./</u>				
	<u>Demand Draft</u>				

(Rupees -----) only.

WITNESSES:

1.

2.

APARNITA REALTY

Attorneys Das

(VENDOR)