

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS ___ DAY OF ___, 2025

BETWEEN

ARYAN
Aryan Chatterjee
Proprietor

1) SMT. KRISHNA DAS, (PAN-CGXP6168B), wife of Barun Kumar Das, by Faith-Hindu, by Nationality-Indian, by Occupation-Housewife, permanently residing at Mes Complex, Sukna, Sukna Darjeeling, West Bengal, PIN-734009, presently residing at 45/19/2, Vivekananda Sarani, P.O. haltu, P.S. Survey Park, Kolkata-700078 and **(2) SMT. MONISHA SARKAR, (PAN-AMAPS2710H)**, wife of Debasish Sarkar, by Faith-Hindu, by Nationality-Indian, by Occupation-Tution, residing at Vivekananda Apartment, 3, Vivekananda Road, Flat No.B-3, 3rd Floor, P.S. Survey Park, Kolkata - 700075, hereinafter called the **OWNER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART** represented by their Attorney namely **M/S ARYAN**, a proprietorship firm, having its registered office at C/47, Survey Park, Santoshpur, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, represented by its Proprietor namely **SRI ATANU CHATTERJEE, (PAN-AHOPD6541L)**, son of Sri Dipankar Deogharia, by faith- Hindu, by Occupation-Business, by Nationality- Indian, residing at Narayani Apartment 4th Floor, 809, Madurdah, Police Station- Anandapur, Kolkata-700 107, District- South 24 Parganas, by virtue of a registered Development Agreement alongwith Development Power of Attorney dated 28.05.2025, registered at D.S.R. - IV, Alipore, South 24 Parganas and recorded into Book No.1, Volume No.1604-2025, at Pages 131042 to 131058, Deed No.4886 for the year 2025.

AND

_____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office – _____, Police Station – _____, District – _____, Pin – _____, State – _____ and (2) _____, (PAN – _____), (Aadhaar No. _____), son of _____, by Faith – _____, both by Occupation – _____, by Nationality – Indian, residing at _____, Post Office – _____, Police Station – _____, District – _____, Pin – _____, State – _____, hereinafter jointly called and referred to as the “PURCHASERS/ALLOTTEES” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART**.

AND

M/S ARYAN, a proprietorship firm, having its registered office at C/47, Survey Park, Santoshpur, P.O. Santoshpur, P.S. Survey Park, Kolkata 700 075, represented by its Proprietor namely **SRI ATANU CHATTERJEE, (PAN-AHOPD6541L)**, son of Sri Dipankar Deogharia, by faith- Hindu, by Occupation-Business, by Nationality- Indian, residing at Narayani Apartment 4th Floor, 809, Madurdah, Police Station- Anandapur, Kolkata-700 107, District- South 24 Parganas hereinafter called and referred to as the “**DEVELOPER/CONFIRMING PARTY**” (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

WHEREAS by virtue of a registered Deed of Sale dated 11.03.1998, registered at DSR-III, Alipore and recorded into Book No.1, Volume No.80, at Pages 18 to 34, Deed No.1433 for the year 1998, the Land Owner No.1 herein purchased one plot of Land measuring an area of 02 (Two) Cottalis situated at Mouza-Nayabad, J.L. No.25, comprising in R.S. Dag No.191, under R.S. Khatian No.145, known as KMC Ward No.109, presently P.S. Panchasayar, Kolkata 700099 from the previous Owners namely Smt. Sandhya Rani Paul, wife of Sri Prankrishna Paul, residing at 22E, Nayan Chand Dutta, P.S. Battala, Kolkata - 700006.

AND WHEREAS thereafter the Land Owner No.1 herein recorded her land in the record of the BLLRO vide Mutation case No. 1850 of 2005 and also recorded her land in the record of the KMC known as KMC Premises No.2871, Nayabad, within the KMC Ward No.109, Assessee No.31-109-08-3227-3, presently P.S. Panchasayar, Kolkata-700099.

AND WHEREAS by virtue of a registered Deed of Sale dated 30.12.2011, registered at DSR-III, Alipore and recorded into Book No.1, CD Volume No.20, at Pages 10970 to 10996, Deed No.10290 for the year 2011 the Land Owner No.2 herein purchased one plot of Land measuring an area of 02 (Two) Cottahs 28 (Twenty eight) Sq.ft. situated at Mouza-Nayabad, J.L. No.25, comprising in R.S. Dag No.191, under R.S. Khatian No.145, known as KMC Ward No.109, presently P.S. Panchasayar, Kolkata-700099 from the previous Owners namely Mr. Debasish Barman, son of Late Chhidam Chandra Barman, residing at 4/1, West Road, Santoshpur, Kolkata - 700075 and Miss. Sukla Barman, daughter of Late Chhidam Chandra Barman, residing at 4/1, West Road, Santoshpur, Kolkata - 700075, Mrs. Soma Halder, wife of Mr. Himangshu Halder, residing at 4/1, West Road, Santoshpur, Kolkata 700075 and Mrs. Swati Barman, daughter of Late Chhidam Chandra Barman, residing at 4/1, West Road, Santoshpur, Kolkata - 700075.

AND WHEREAS thereafter the Land Owner No.2 herein recorded her land in the record of the KMC known as KMC Premises No.2661, Nayabad, within the KMC Ward No.109, Assessee No.31-109-08-2773-3, presently P.S. Panchasayar, Kolkata - 700099.

AND WHEREAS both the plots of land of the Owners adjacent to each other and thereafter by virtue of a registered Deed of Amalgamation dated 30.01.2023, registered at DSR IV, Alipore South 24 Parganas and recorded into Book No.1, Volume No.1604-2023, at Pages 36959 to 36979, Deed No. 160401127 for the year 2023 both the land Owners herein amalgamation their two plots of land into one compact plot of land measuring an area of 04 (Four) Cottahs 28 (Twenty eight) Sq. ft. more or less entire amalgamated plot of land situated at Mouza- Nayabad, J.L. No.25, comprising in R.S. Dag No.191, under R.S. Khatian No.145, and thereafter the present owners muted their total plot of land in the record of the KMC known as K.M.C. Premises No.2871, Nayabad, within the K.M.C. Ward No.109, Assessee No.31-109-08-3227-3, P.S. Panchasayar, Kolkata 700 099, and the OWNER has no any fund to erect the proposed building and the present OWNERS are still in possession and have been enjoying their

absolute ownership and possession of the said land as free from all encumbrances and the present OWNERS are the joint Owners of the land and property as described in the SCHEDULE-'A' below, hereinafter called the said property.

AND WHEREAS the Land Owners herein being desirous construct a G+III storied building approached the Developer to develop the land entered into a Development Agreement dated 24.02.2023 registered at the Office of the D.S.R-IV, Alipore, South 24 Parganas and recorded in Book No.1, Volume No.1604-2023, at Pages 67764 to 67801, Deed No. 160402320 for the year 2023.

AND WHEREAS the Land Owners herein granted a General Power of Attorney in favour of the Developer vide registered General Power of Attorney dated 28.05.2025, registered at the Office of the D.S.R-IV, Alipore, South 24 Parganas and recorded in Book No.1, Volume No.1604-2025, at Pages 131042 to 131058, Deed No. 160404886 for the year 2025.

AND WHEREAS after the execution of the General Power of Attorney M/S Aryan has taken sanction of G+III storied building with lift facility in respect of the property vide Building Permit No. **2025120245** dated 19.09.2025 sanctioned by The Kolkata Municipal Corporation.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the said Agreement for Sale dated _____, in consideration of the said sum of Rs. _____ /- (Rupees _____) only of which the entire consideration of Rs. _____ /- (Rupees _____) only paid by the PURCHASER to the CONFIRMING PARTY/DEVELOPER on or before execution of this Deed only on different dates as described in the Memo of Consideration of which receipts have been issued totalling Rs. _____ /- (Rupees _____) only and the receipt whereof the DEVELOPER hereby acknowledges and admits and/or for the same and every part thereof both truly acquit release and forever discharge the PURCHASER of all his liabilities thereof and it is noted that the entire consideration money of Rs. _____ /- (Rupees _____) only against the said flat and Car Parking have been received by the DEVELOPER/ CONFIRMING PARTY and both the VENDORS and the CONFIRMING PARTY/DEVELOPER as beneficial owners and party respectively do hereby grant, convey, transfer, assigns, assure unto the said PURCHASER free from all encumbrances ALL THAT the undivided proportionate share of interest in the said land morefully and more particularly described in the SCHEDULE "A" hereunder written together with a complete Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area ____ Square Feet excluded from total carpet area) aggregating to net carpet area of ____ Square Feet corresponding to total built up area of unit ____ Square Feet and corresponding to total Super built up/Saleable area of ____ Square Feet more or less on the ____ Floor, _____ side of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car on the Ground Floor of the said building as described in the SCHEDULE "B" below and undivided proportionate share of land as mentioned in the SCHEDULE "A" hereunder written constructed at the cost and expenses of the

PURCHASER TO HAVE AND TO HOLD the said Flat togetherwith right to use the undivided share of land, staircases, common-land, roof of the building, water supply lines and other common paths and drains and sewerages, equipments and installation and fixture and passages and stair appertaining to the said building known as K.M.C. Premises No.1877, Nayabad, within the K.M.C. Ward No.109, Police Station – Panchasayar, Kolkata – 700 099, District – South 24-Parganas, as mentioned in the SCHEDULE “B” AND “C” hereunder written herein comprised and hereby granted conveyed, transferred, assigned and assured and every part or parts thereof respectively together with there and every or their respective rights and appurtenance whatsoever unto the said PURCHASER absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever ALL TOGETHER with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject NEVERTHELESS to easement or provision in connection with the beneficial use and enjoyment of the said complete Flat No. ____ situated on the ____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car on the Ground Floor of the said building and right to use all common rights and proportionate land share as morefully described in the SCHEDULE “B” AND “C” hereunder written.

AND IT IS HEREBY AGREED AMONG THE OWNERS/VENDORS, DEVELOPER /CONFIRMING PARTY AND THE PURCHASER :-

1. The PURCHASER shall be entitled to all rights, privilege vertical and lateral supports easements quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Flat No. ____ situated on the ____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building for usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof or appertaining thereto.
2. The PURCHASER shall be entitled to the right of access in common with the OWNERS/VENDORS and/or other occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the said building.
3. The PURCHASER and her agents and nominees shall also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the 7 reasonable use and enjoyment of the said Flat No. ____ situated on the ____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building pathways comprised with the said building and Premises or passages and that nothing therein contained the VENDORS/ DEVELOPER shall permit the PURCHASER or any person deriving title under the purchase but the PURCHASER or her servants nominees, employees invitees shall not obstruct the common portion of the building in any way by parking vehicles, deposit of materials, rubbish or otherwise to any other flat owners of the building or holding including the VENDOR.
4. The PURCHASER shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said Flat No. ____ situated on the ____ Floor, _____ side of the building including the entire premises.

5. The PURCHASER shall have the right of protection of the said flat to be kept safe and perfect of all portions of the said Flat No. ____ situated on the _____ Floor, _____ side of the building including the entire premises. The PURCHASER shall also be entitled to the right of passage in common as aforesaid of taking, gas, electricity water to the said flat through pipes drains, wires and common spaces lying or being under or through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said flat for the purpose whatsoever.

6. The PURCHASER shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such as pipes, drains and common spaces aforesaid and for the purpose of building repair or cleaning part or part of the said Flat No. ____ situated on the _____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building.

THE OWNERS/VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

1. That the VENDORS have the absolute authority of the land and so the VENDORS have good rightful power and absolute authorities to grant, convey, transfer, assign and assure the undivided proportionate share of land pertaining to the said Flat No. ____ situated on the _____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building and also together with right to use common staircase and other common portions/parts and open spaces, paths and passages in the said building.

2. It shall be lawful for the PURCHASER from time to time and at all times hereafter to enter into and upon hold and enjoy the said Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area ____ Square Feet excluded from total carpet area) aggregating to net carpet area of ____ Square Feet corresponding to total built up area of unit ____ Square Feet and corresponding to total Super built up/Saleable area of ____ Square Feet more or less on the _____ Floor, _____ side of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car of the covered Car Parking Space being No. ____ on the Ground Floor of the said building and right of use all common open places and other services of the building with stair cases and other common parts and passages in the said building and every part thereof morefully described in the SCHEDULE "B" AND "C" hereunder written and to receive the rents, issues and profits thereof and have full power, right and authority to sell, transfer, mortgage, lease, dispose of the said flat and balcony without any interruption disturbances claims or demands whatsoever from or by the VENDORS or CONFIRMING PARTY herein of any person or persons claiming through under or in the trust for them

3. The said Flat on _____ Floor, _____ side being Flat No. ____ of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking

Space No. ____ on the Ground Floor of the said building and right to use stair case and other common parts and common open spaces and services paths and passages in the said building are free and discharged from and against all manner of encumbrances whatsoever

4. The VENDORS and the CONFIRMING PARTY shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the PURCHASER makes do acknowledge execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or 9 more perfectly assuring the said proportionate undivided share of land pertaining to the said Flat No. ____ situated on the _____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building and also together with common stair case and other common open parts and services, paths and passages respectively and every part thereof unto the PURCHASERS in manner aforesaid as shall or may be reasonably required AND that the VENDORS and/or CONFIRMING PARTY shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASER produce or cause to be produced to the PURCHASER or to her attorney or agent at any trial, commission, examination or otherwise occasion shall require any of the Deed or Deeds, Documents and writings which are in their possession or power relating to the said undivided proportionate share of land and the CONFIRMING PARTY shall deliver to the PURCHASER all the attested or other copies of extract and/or from the said deeds, documents and writings.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNERS/ VENDORS AND THE DEVELOPER/CONFIRMING PARTY AS FOLLOWS:-

1. So long as the said Flat No. ____ situated on the _____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building along with all common rights and common expenses as described in the SCHEDULE "B", "C" AND "D" hereunder written shall not be separately assessed the said PURCHASER shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the PURCHASER whichever date is earlier, the proportionate share of Municipal taxes as per apportionment to the extent of the said flat to be made by the VENDORS and the CONFIRMING PARTY jointly and they also pay the building taxes to the State Government if any proportionately as apportioned by the said VENDORS only to the extent of the PURCHASER'S flat as mentioned in the SCHEDULE-'B' below.

2. The PURCHASER shall pay all taxes, rates impositions and other outgoings in respect of the said flat proportionately as may be imposed by the K.M.C. and/or the Central or State Government and shall also pay all such fees or charges or any other taxes or payment of similar nature.

3. The PURCHASER shall contribute and pay from time to time and at all times hereafter the proportionate share towards cost expenses, outgoings and maintenance in respect of the enjoyment of the common amenities and common expenses as specified by the Association of the flat owners of the Premises and the same shall be conclusive final and binding on the PURCHASER and other flat owners of the building

4. The PURCHASER shall maintain the said Flat No. ____ situated on the _____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building at her own cost in the same good condition (reasonables wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both central and State, the K.M.C. and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, Bye-laws framed by Association of Flat Owners for the protection of the building

5. The said PURCHASER both hereby covenant to keep her said flat inner walls, sewer, drains, pipes and other fittings, fixture and appurtenances belonging thereto in good working order and conditions and in good repair

6. The said PURCHASER shall not make any such construction of structural alteration of any portion of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building

7.. The said PURCHASER shall at her own costs and expenses fix up separate meter connection or meters in the said flat and balcony for electricity power connection to be consumed in the said flat by the PURCHASER and the PURCHASER shall pay all rates and taxes which may be imposed by the proper authority. The PURCHASER shall be entitled to make such interior construction and decoration for her necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.

8. The PURCHASER shall have full right and authority to sell, transfer, convey, mortgage, Gift, charges, lease or in any kind of encumber or deal, or dispose of her flat and Car Parking Space and/or her possession or to assign let out or part with this interest possession or benefit of her said Flat No. ____ situated on the _____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building or any part thereof provided the transferee shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Association

9. The PURCHASER shall have to carry out the necessary repair which may be pointed out by the Association to be formed as per W.B. Apartment Ownership Act, 1972 to extent of the said flat and balcony which will be applicable to the all the flat owners

10. The PURCHASER shall not use nor caused to be used the said Flat No. ____ situated on the _____ Floor, _____ side of the building together with right to park 1 (One) medium sized motor car of the covered Car Parking Space No. ____ on the Ground Floor of the said building and or any part thereof in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes or as a restaurant, workshop and godown

11. Save and except the said flat and Car Parking Space sold herein, the said PURCHASER shall have no claim or right of any nature or kind over or in respect of any other flat and he shall have right to use open spaces and lobbies, stair-case as

well as for the purpose of services or the ultimate roof of the building in common with other Flat owners morefully specified in the SCHEDULE "C" hereunder written

12. The said PURCHASER shall not bring keep or store in or any part of the said flat inflammable combustibile substance or articles things likely to injure, damage or prejudicially affect the said flat or any part thereof except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose.

13. The PURCHASER herein alongwith other Purchaser(s) of the Car Parking Space of the building shall use their individual Car Parking Space by mutual understanding at the time of egress and ingress of his individual Cars without raising objection or creating any hindrances to other Owners of the Car Parking Space on the Ground Floor of the building. The PURCHASER shall have no right title or interest in any other flat except Schedule – B flat and Car Parking Space and open land, if any of the said building excepting the using and holding right of the roof along with his Co-Purchasers. The PURCHASER hereby declares that he shall not raise any objection if the DEVELOPER and the OWNERS/VENDORS sell the unsold Car Parking Space/s to any Third Party and/or if the Car Parking Spaces are not sold the same shall be used by the DEVELOPER at his will

14. The PURCHASER shall have to pay the monthly maintenance and also the cost of the maintenance/repair of the lift time to time to be fixed up by the flat Owners or by the Association of the Flat Owners of the building to be formed later on and the PURCHASER shall have to abide by the decision of the Association.

15. The PURCHASER shall use the said flat and Car Parking Space as residential purpose only and keep the peace of the building without creating any nuisance or sound pollution

16. That the save as the said flat and Car Parking Space and properties proportionate land herein morefully contained the PURCHASER shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with his Co-Purchasers. The PURCHASER hereby declares and confirms that he has already received the physical possession of the said flat and Car Parking Space from the OWNERS/VENDORS with full satisfaction as regards the super built-up area, title of the entire property and construction of the said building

17. On and from the date of taking physical possession/registration/Completion Certificate whichever is earlier the PURCHASER shall have to pay the necessary monthly maintenance charges of the building & also lift and proportionate taxes of their portion of the property as mentioned in the SCHEDULE – E below. The THIRD PART/ DEVELOPER will be responsible for all types of taxes, duties and charges for the said flat and Car Parking Space as described in the Schedule – 13 B below upto the date of handing over of physical possession or registration or Completion Certificate whichever is earlier. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owners of the building to be formed later on and the PURCHASER shall become the members of that association and also have to abide by the decision of the association as well as restrictions of the building as mentioned in the SCHEDULE – D below.

AND FURTHER more that the VENDORS and the CONFIRMING PARTY and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the PURCHASER and his heirs and executors, administrators and assigns against loss, damages, costs, charges expenses, if it is suffered by reasons of any defect in the title of the VENDORS and the CONFIRMING PARTY or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat together with one Car Parking Space the VENDORS and the DEVELOPER shall hand over the PURCHASER the necessary Xerox copies of documents such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds etc. for perfection of the PURCHASER'S title.

THE SCHEDULE ABOVE REFERRED TO SCHEDULE - 'A'

ALL THAT piece and parcel of Bastu land measuring about **4 (Four) Cottahs 28 (Twenty Eight) Sq.ft.** more or less, whereon a Ground Plus Three Storied building under name and style "**ARYAN REGENCY**" with lift facility is being erected as per said sanctioned Building Permit No. **2025120245** dated 19.09.2025 sanctioned by The KMC situated with in the Premises No.-2871, Nayabad, under R.S./L.R. Dag No.- 191, R.S. Khatian No. - 145, L.R. Khatian No. - 3246 & 3247, J.L. No. - 25, Mouza - Nayabad, P.S. - Panchsayar, Kolkata - 700099., within Ward No. 109 of the Kolkata Municipal Corporation, District of South 24 Parganas and entire property is butted and bounded in the manner following :-

ON THE NORTH : Property of Others

ON THE EAST : 12 Feet wide KMC Road

ON THE SOUTH : 20 Feet wide KMC Road

ON THE WEST : Property of Others

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and parcel of one residential Apartment/Flat/Unit No. ____ having carpet area of ____ Square Feet more or less (Exclusive Balcony/Verandah Carpet Area ____ Square Feet excluded from total carpet area) aggregating to net carpet area of ____ Square Feet corresponding to total built up area of unit ____ Square Feet and corresponding to total Super built up/Saleable area of ____ Square Feet more or less on the ____ Floor, _____ side more or less car parking space ____ Square Feet of the building and the flat is consisting of Bed rooms, 1 Drawing-cum-Dining room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 Verandah together with right to park 1 (One) medium sized motor car on the Ground Floor of the said building at "**ARYAN REGENCY**" and also together with proportionate undivided share of land measuring an area of **4 (Four) Cottah 28(Twenty Eight) Sq.ft.**, situated within the Premises No.- 2871, Nayabad, under R.S./L.R. Dag No.- 191, R.S. Khatian No. - 145, L.R. Khatian No. - 3246 & 3247, J.L. No. - 25, Mouza - Nayabad, P.S. - Panchsayar, Kolkata - 700099., within Ward No. 109 of the Kolkata Municipal Corporation, District of South 24 Parganas, and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the SCHEDULE 'E' hereunder written as described in the SCHEDULE "A" above and the sold Flat together with Car Parking Space is shown in the annexed Plan by Red border line.

SCHEDULE 'C' ABOVE REFERRED TO (COMMON RIGHTS AND SERVICES)

1. All stair-cases on all the floors of the said building
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Water pump, overhead water tank and all water supply line and plumbing lines
6. Electricity service and electricity main line wirings and common electric meter space and lighting and main electric meter
7. Roof of the building is for the purpose of common services and parapet wall on the roof.
8. Drainages and sewerages of the building
9. Boundary walls and main gate of the Premises.
10. Such other common parts, a likes, equipment, installations, fixtures, and fittings and open spaces in or about the said building.
11. Vacant space, Watch Man's room and W.C. in the Ground Floor of the building

12. Lift of the building

13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space

SCHEDULE – ‘D’ ABOVE REFERRED TO (RESTRICTIONS)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for 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 or to the Owner and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Centre, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space

2. The PURCHASERS shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.

3. The PURCHASERS shall not decorate the exterior of the said building otherwise than in a manner agreed by the Owner or in a manner as near as may be in which the same was previously decorated.

4. The PURCHASERS shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the PURCHASERS shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.

5.. The PURCHASERS shall permit the Owner and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the PURCHASERS.

6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the building.

7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof

8. Not to hang from or attach to 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

9. 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 alternation in the elevation and

outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Owner may affect the elevation in respect of the exterior walls of the said buildings.

10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of The Kolkata Municipal Corporation and/or concerned authority

11. Not to use the allocated Car Parking Space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars

12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.

13. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat

14. Not to install any generator without permission in writing of the Owners

15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the PURCHASERS in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

THE SCHEDULE "E" ABOVE REFERRED TO (MAINTENANCE /COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Premises Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the building and decorating and coloring all such parts of the property as usually are or ought to be

3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary

4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common pan's and halls passages landing and stair cases and all other common parts of the building
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Owners may think fit.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Owner/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit,
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account re fates
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made There under relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance and renewal of fire fighting appliances, if required and the common equipment as the Owners may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders there under all employing persons or firm to deal with these matters.

18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company /Holding Organisation it is reasonable to provide.

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

**SIGNED, SEALS AND DELIVERED
by the within the names PARTIES at
Calcutta in the presence of:**

1.

**As Constituted lawful attorney of
the Owners/Vendors herein.**

A handwritten signature in blue ink, reading "Aryan Chatterjee", is written over a purple rectangular stamp. The stamp contains the word "ARYAN" in bold capital letters at the top, and "Proprietor" in a smaller font below it. The signature is fluid and cursive.

SIGNATURE OF THE DEVELOPER

2.

SIGNATURE OF THE PURCHASERS
