

DEED OF CONVEYANCE

THIS INDENTURE OF SALE is made this the day of
..... Two Thousand and **Twenty Six (2026)**

BETWEEN

ARYAN REALTY

Susanta Samal
Partner

(1) MR. ATANU CHATTERJEE, (PAN-AHOPD6541L), son of Mr. Dipankar Deogharia, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Narayani Apartment 4th Floor, 809, Madurdah, P.O. EKTP, Police Station- Kasba (Anandapur), Kolkata- 700 107, District- South 24 Parganas and **(2) MR. SUSANTA SARKAR, (PAN-ASWPS1348D)**, son of Late Basudeb Sarkar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 4/4, Kabi Sukanta Lane, P.O. Santoshpur, presently P.S. Survey Park, (formerly P.S. Purba Jadavpur), Kolkata – 700 075, hereinafter called and referred to as the **VENDORS**, (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART**.

AND

(1) _____, **(PAN – _____)**, son of _____, by Faith – _____, by Occupation – _____, by Nationality – _____, **(2)** _____, **(PAN – _____)**, wife of _____, by Faith – _____, by Occupation – _____, by Nationality – _____, Both residing at _____, hereinafter called and referred to as the **“PURCHASERS/ SECOND PARTIES”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART**.

AND

MESSRS ARYAN REALTY, (PAN-ABQFA0587K), a Partnership firm having its office at 880, Survey Park, C/47, Santoshpur, P.O. Santoshpur, P.S. Survey park (formerly P.S. Purba Jadavpur), Kolkata – 700 075, represented by its Partners namely **(1) MR. ATANU CHATTERJEE, (PAN-AHOPD6541L)**, son of Mr. Dipankar Deogharia, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Narayani Apartment, 4th Floor, 809, Madurdah, P.O. EKTP, Police Station- Kasba (Anandapur), Kolkata- 700 107, District- South 24 Parganas and **(2) MR. SUSANTA SARKAR, (PAN-ASWPS1348D)**, son of Late Basudeb Sarkar, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 4/4, Kabi Sukanta Lane, P.O. Santoshpur, presently P.S. Survey Park, (formerly P.S. Purba Jadavpur), Kolkata – 700 075, herein after referred to and called as the **“DEVELOPERS/ THIRD PARTY”** (which expression unless repugnant to the context shall mean and include its heir/heirs,

executor/ executors, administrator/administrators, assign/assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART**.

WHEREAS by a Deed of Conveyance bearing the date 14th July, 1978 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas, recorded in Book No. 1, Being No. 4092 for the year 1978 the previous Vendor/Society namely The Jadavpur Co-Operative Land and Housing Society Limited, registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032 in the District of South 24-Parganas hereinafter referred to as '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration mentioned therein from one Sunil Kumar Mitra and others the total land measuring an area of 10.93 Acres (Ten Acre Ninety three decimals) comprising in R.S. Dag Nos.83, 85, 87, 88, 89, 91, 131, 132, 135, 136 and 139, under Khatian No.101, J.L. No. 25, Touzi No. 56 situated in Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of 24-Parganas now South 24-Parganas, free from all encumbrances.

AND WHEREAS by a further Deed of Conveyance dated 8th February, 1979, registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. 1, Being No. 590 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring a further 10.93 Acres (Ten acres and Ninety three decimals) comprising in R.S. Dag Nos. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, in Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas now South 24-Parganas, free from all encumbrances.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No.I, Being No. 5334 for the year 1979 '**THE SAID SOCIETY**' absolutely purchased for a valuable consideration as mentioned therein from Ganesh Chandra Paramanik and others the total land measuring 1 (One) Bigha 11 (Eleven) Cottahs (0.53 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No.90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, under formerly Police Station – Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas now South 24-Parganas, free from all encumbrances.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. I, Being No. 5335 for the year 1979 **‘THE SAID SOCIETY’** further absolutely purchased for a valuable consideration as mentioned therein from Kubir Mondal and others the total land measuring 16 (Sixteen) Cottahs 8 (Eight) Chittacks (0.28 ½ acres) comprising in Dag No. 139, J.L. No. 25, under Khatian No. 90, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas now South 24-Parganas, free from all encumbrances.

AND WHEREAS by a further Deed of Conveyance bearing dated 3rd December, 1979 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas and entered in Book No. I, Being No. 5336 for the year 1979 **‘THE SAID SOCIETY’** absolutely purchased for a valuable consideration as mentioned therein from Methor Bag and others the total land measuring more or less 3 (Three) Bighas (0.99 acres) comprising in Dag No. 196, J.L. No. 25, under Khatian No. 76, R.S. No. 3, Touzi No.56, Mouza – Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas now South 24-Parganas, free from all encumbrances.

AND WHEREAS by a further Deed of Conveyance bearing date 21st December, 1979 and registered at the Office of the District Sub-Registrar, Alipore 24-Parganas and entered in Book No. 1, Being No. 6957 for the year 1979 **‘THE SAID SOCIETY’** absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.93 acres (Ten Acres Ninety three decimals) comprising in Dag No. 83, 135, under Khatian No. 101, R.S. No. 2, Touzi No. 56, Mouza – Nayabad, J.L. No. 25, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas now South 24-Parganas, free from all encumbrances.

AND WHEREAS by a further Deed of Conveyance bearing date 29th April, 1980 and registered at the office of the District Sub-Registrar, Alipore, 24-Parganas in Book No. 1, Being No. 3223 for the year 1980, **‘THE SAID SOCIETY’** absolutely purchased for a valuable consideration as mentioned therein from Sunil Kumar Mitra and others the total land measuring 10.92 (Ten Acres Ninety Two decimals)

comprising in Dag Nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139, J.L. No.25, under Khatian No. 101, R.S. No. 3, Touzi No. 56, Mouza - Nayabad, in formerly Police Station - Kasba, at present P.S. Purba Jadavpur, in the District of South 24-Parganas now South 24-Parganas, free from all encumbrances.

AND WHEREAS ‘THE SAID SOCIETY’ became the absolute owner of the total land measuring about 45.52 acres [137 (One hundred Thirty Seven) Bighas 5 (Five) Cottahs 7 (Seven) Chittacks and 31 (Thirty one) Sq.ft.] by virtue of the aforesaid Deed of Conveyances so purchased from the above mentioned parties and was thus seized and possessed of and/or otherwise well and sufficiently entitled to their absolute and indefeasible right and interest free from all encumbrances, liens, charges, lispendens, attachments and is in khas possession thereon.

AND WHEREAS in pursuance of the object of developing the area for residential purposes of the members, the said Jadavpur Co-Operative Land and Housing Society Limited effected improvements thereon by filling earth and making the same of uniform level laid out roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of **‘THE SAID SOCIETY’**. The entire land on which the said plots have been so carved out is fully described in the **FIRST SCHEDULE** being **SCHEDULE ‘A’** hereunder written.

AND WHEREAS pursuant to an application for membership of **“THE SAID SOCIETY”** made by Smt. Karuna Bhattacharya, for obtaining a plot of land and agreeing to comply with the terms and conditions of the said **SOCIETY** for the demise thereof the said Smt. Karuna Bhattacharya was admitted as a member of **‘THE SAID SOCIETY’**.

AND WHEREAS by a resolution dated 02.05.1987 it was decided by **“THE SAID SOCIETY”** to allot different plots of land to its different members by lottery and such lottery was held on 31.05.1987 whereby said Smt. Karuna Bhattacharya, was allotted the plot of land, being Plot No.195 (Phase-I) measuring land area 3 (Three) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft. more or less, more particularly described in the **SCHEDULE – “A”** herein below and hereinafter referred to as **“THE SAID PLOT”** and the said Smt. Karuna Bhattacharya accepted such lottery.

AND WHEREAS said Smt. Karuna Bhattacharya, as the PURCHASERS therein paid a valuable consideration to **“THE SAID SOCIETY”** from time to time as required by “the said society” for allotment of the said plot in favour of her as the Member.

AND WHEREAS “THE SAID SOCIETY” appropriated the said sum in full payment of the consideration and allotted the said plot to the said Smt. Karuna Bhattacharya being all that the Plot No.195 (Phase-I) measuring more or less 3 (Three) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft. together with all easement rights over the 40’ Feet wide Road by a registered Indenture of Conveyance dated 27.06.1989 made between “ the said society” therein referred to as the Vendor Society of the one part and the said Smt. Karuna Bhattacharya, referred to as the PURCHASERS member of the other part and registered with the office of District Sub-Registrar at Alipore South 24-Parganas and entered in Book No. 1, Volume No.225, at Pages 184 to 187, Being No. 8855 for the year 1989, the said society for the consideration therein mentioned transferred its all right title and interest in respect the said plot of land to the Smt. Karuna Bhattacharya, at or for the total consideration as morefully mentioned therein.

AND WHEREAS after purchase therein said Smt. Karuna Bhattacharya, mutated her name and recorded the aforesaid land in the record of The Kolkata Municipal Corporation known and numbered as **K.M.C. Premises No.2712, Nayabad**, within the **Ward No.109**, being **Assessee No.31-109-08-2712-4**, under P.S. Panchasayar, Kolkata – 700099, District – South 24-Parganas and had been paying Municipal Taxes and outgoings to the Competent Authority regularly.

AND WHEREAS thereafter said Smt. Karuna Bhattacharya, mutated and recorded her name in the record of Ld. B.L. & L.R.O. vide Reference M/C. No.846/19 (Memo No.18/Mut/5361/BLLRO/ATM/19 dated 22.11.2019 and accordingly the Mutation Certificate has been issued in favour of said Smt. Karuna Bhattacharya from the end of Ld. B.L. & L.R.O. measuring land area 3 (Three) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft. comprising in R.S. Dag No.83, under R.S. Khatian No. 101, of Mouza-Nayabad, J.L. No.25.

AND WHEREAS subsequently L.R. Operation has been done in Mouza Nayabad and the said plot of land was recorded and published in L.R. Record of Right in the name of said Smt. Karuna Bhattacharya as Rayat under L.R. Dag No. 83 under L.R Khatian No 2326 of Mouza - Nayabad, J.L. No.25, her share - 0.0495 Acre.

AND WHEREAS thus said Smt. Karuna Bhattacharya became the absolute recorded Owner of the said Plot of land measuring land area of **3 (Three) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft.** being **Scheme Plot No.195 (Phase-I)**, lying and situate in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56**, comprising in **R.S. & L.R. Dag No. 83**, under **R.S. Khatian No. 101, L.R. Khatian No. 2326**, lying within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known as **K.M.C. Premises No.2712, Nayabad**, within the **Ward No.109**, being **Assessee No.31-109-08-2712-4**, under P.S. Panchasayar, Kolkata – 700099, District – South 24-Parganas hereinafter referred to as the “**SAID LAND**” more fully described in the **SCHEDULE** hereunder written.

AND THEREAFTER vide a deed of conveyance dated 28/06/2024, registered before the office of the District Sub-Registrar IV, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2024, Pages from 219209 to 219238, being Deed No. 160407341, for the year 2024, the said Mrs. Karuna Bhattacharya sold transferred and conveyed ALL THAT piece and parcel of presently homestead land measuring an area of 03 (three) Cottahs equivalent to about 04.95 Decimal, further together with the undivided share and interest in Road at the Western side of the Said Plot for the purpose of ingress and egress to the Said Plot and also to construct drain, lay down and bring water pipe line, electric line, telephone line, gas line etc. further together with to use the 40 feet wide road on the western side abutting the Said Plot for passing and repassing, being Scheme Plot No.195 (Phase-I), lying and situate in Mouza: Nayabad, J.L. No. 25, R.S. No. 03, Pargana: Khaspur, Touzi No. 56, comprising in R.S. & L.R. Dag No. 83, under R.S. Khatian No. 101, L.R. Khatian No, 2326, under jurisdiction of Sub-Registration Office at Sealdah, within the jurisdiction of The Kolkata Municipal Corporation, under Municipal Ward No.109, municipal Premises No. 2712, Nayabad, having municipal Assessee No. 311090828324, under Police Station: Panchasayar (previously Kasba), South 24 Parganas, Kolkata, PIN: 700099, jointly unto and in favour of Mr. Atanu Chatterjee

and Mr. Susanta Sarkar in the ratio of 66.67% to Mr. Atanu Chatterjee and 33.33% to Mr. Susanta Sarkar.

AND WHEREAS That said Mr. Atanu Chatterjee and Mr. Susanta Sarkar further became members of the Said Society and their names were endorsed in the original share certificate and subsequently the Said Society issued a No Objection in favour of Mr. Atanu Chatterjee and Mr. Susanta Sarkar dated 08/08/2024, for mutation of the Said Plot in the name of the Mr. Atanu Chatterjee and Mr. Susanta Sarkar in before the Kolkata Municipal Corporation and sanction of building plans by the Kolkata Municipal Corporation as per applicable laws.

AND WHEREAS that subsequently said Mr. Atanu Chatterjee and Mr. Susanta Sarkar duly mutated his names in the records of the Kolkata Municipal Corporation under Assessee No. 311090828324.

AND WHEREAS Mr. Atanu Chatterjee and Mr. Susanta Sarkar Vendor herein become the absolute joint recorded owners of the said land measuring land area of **3 (Three) Cottahs 00 (Zero) Chittack 00 (Zero) Sq.ft. more or less**, being **Scheme Plot No.195 (Phase-I)**, lying and situate in **Mouza – Nayabad, J.L. No.25, R.S. No.3, Pargana – Khaspur, Touzi No.56**, comprising in **R.S. & L.R. Dag No.83**, under **R.S. Khatian No. 101, L.R. Khatian No.2326**, lying within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known as **K.M.C. Premises No., 2712, Nayabad**, within the **Ward No.109**, being **Assessee No.31-109-08-2832-4**, ununder presently P.S. Panchasayar (formerly P.S. -Purba Jadavpur), Kolkata – 700 099, District – South 24-Parganas, as described in the **SCHEDULE – A** below and he has been enjoying his aforesaid land and property without any interruption and hindrances by anybody else by paying necessary K.M.C. taxes to The Kolkata Municipal Corporation.

AND WHEREAS while enjoying the aforesaid property peacefully the said Mr. Atanu Chatterjee and Mr. Susanta Sarkar due to paucity of fund, lack of technical knowledge, experience in the field of construction, has decided to do the same by appointing a **DEVELOPER herein**, who is financially and technically sound to construct a Ground plus four storied building upon the aforesaid property as per the sanctioned building plan sanctioned by K.M.C. and thereafter the said Mr. Atanu Chatterjee and Mr. Susanta Sarkar entered into a registered Development Agreement along with Development Power of Attorney dated 20.11.2024, registered

at D.S.R. – II, Alipore, South 24-Parganas, Volume No.1602-2024, Pages from 524879 to 524940, Being No. 160215367 for the year 2024 with the **DEVELOPER herein**, the Party of the **THIRD PART** herein for making the construction and promotion work of the said Premises

AND WHEREAS during their such peaceful possession and enjoyment of the above mentioned property has applied to the Competent Authority of The Kolkata Municipal Corporation for getting the necessary sanction plan for constructing a new Ground plus four storied building with lift facility there on the said property and the Competent Authority of The Kolkata Municipal Corporation Borough Office – XII has sanctioned a Ground plus four storied Building Plan vide Building Permit No. 2024120467 dated 17.03.2025 and now the **DEVELOPER** is developing the entire premises and erecting the building thereon as per aforesaid sanctioned building plan as well as the specification as annexed herein below.

AND WHEREAS the Residential Space as mentioned in the **SCHEDULE - B** below is of Developer's Allocated portion and the **DEVELOPER** shall receive the entire sale proceeds i.e. consideration amount from the intending **PURCHASERS** herein and the **OWNERS/VENDORS** shall not receive any consideration amount from the **PURCHASERS** herein.

AND WHEREAS the Parties of the **SECOND PART/ PURCHASERS** having his desire to acquire one **Residential Unit** in the said construction of the building which is now going on have approached the said Party of the **THIRD PART/DEVELOPER** and has signified his willingness to purchase one **Residential Unit** situated on the **Third Floor, South-West side** of the said building as described in the **SCHEDULE – "B"** hereunder written.

AND NOW WHEREAS, the Developer have agreed to sell and re-transfer and the **PURCHASERS** namely _____ having agreed to purchase **ALL THAT** piece and parcel of one **Residential Unit** being No: ____ situated on the _____ **Floor, Block** __, ____ **Side** of the Ground Plus four storied building **having Super built up area of** _____ **Sq. ft.,** _____ **Square Feet of Covered area and** _____ **Square Feet of Carpet Area, more or less** and the entire building including this Residential Unit is being erected as per aforesaid sanctioned Building Permit No. 2024120467 dated 17.03.2025 duly sanctioned by The Kolkata Municipal Corporation, Borough Office No. XII and also as per specification, and the proposed

Residential Unit is situated within The Kolkata Municipal Corporation **Ward No.109**, portion of K.M.C. **Premises No. 2712, Nayabad**, under formerly P.S. Purba Jadavpur at present P.S. – Panchasayar, Kolkata – 700 099, morefully described in **SCHEDULE B** at a consideration amount of **Rs _____/- (Rupees _____ Only)**

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____ and in consideration of the said sum of **Rs. _____/- (Rupees _____) only** paid by the **PURCHASERS** to the **Owner/Vendor** herein for the said **Flat No. _____** situated on the _____ **Floor _____ Side** of the building together with **one Car parking No. _____ Space** situated on the **Ground Floor** of the said building on or before execution of this Deed on different dates as described in the Memo of Consideration on or before execution of this Deed on different dates as described in the Memo of Consideration and admits and/or for the same and every part thereof both truly acquit release and forever discharge the **PURCHASERS** of all their 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** do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASERS** 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 **Flat No. _____** situated on the _____ **Floor _____ Side** of the building together with **one Car parking Space** situated 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 **PURCHASERS TO HAVE AND TO HOLD** the said **Flat No. _____** situated on the _____ **Floor _____ Side** of the building together with **one Car parking No. _____ Space** situated on the **Ground Floor** of the said building and also together with to access of the undivided share of land, staircases, common-land, lift, roof of the building, water supply lines and other common paths and drains and sewerages, equipment and installation and fixture and passages and stair appertaining to the said building situated at **K.M.C. Premises No.2712, Nayabad**, within the **Ward No.109**, being **Assesses No. 311090828324**, under P.S. Panchasayar, Kolkata – 700099, 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 their and every or their respective access and appurtenance whatsoever unto the said **PURCHASERS** 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 **one Car parking No. ____ Space** situated on the **Ground Floor** of the said building and to use all common access and proportionate land share as morefully described in the **SCHEDULE "B" AND "C"** hereunder written.

THE PURCHASERS DO HEREBY COVENANT WITH THE OWNERS/ VENDORS AS FOLLOWS: -

1. So long as the said **Flat No. __** situated on the ____ **Floor** ____ **Side** of the building together with **one Car parking No. ____ Space** situated on the **Ground Floor** of the said building along with all common access and common expenses as described in the **SCHEDULE "B", "C"** hereunder written shall not be separately assessed the said **PURCHASERS** shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASERS** 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 **OWNERS/VENDORS** and they also pay the building taxes to the State Government if any proportionately as apportioned by the said **OWNERS/VENDORS** only to the extent of the **PURCHASERS'** flat as mentioned in the **SCHEDULE - 'B'** below.
2. The **PURCHASERS** 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 shall also pay all such fees or charges or any other taxes or payment of similar nature.
3. The **PURCHASERS** shall contribute and pay from time to time and at all times hereafter the proportionate share towards costs, 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 **PURCHASERS** and other flat owners of the building.

4. The **PURCHASERS** shall maintain the said **Flat No.** ____ situated on the ____ **Floor** ____ **Side** of the building together with **one Car parking No.** ____ **Space** situated on the **Ground Floor** of the said building at their own cost in the same good condition (reasonable 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 **PURCHASERS** doth hereby covenant to keep his 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 **PURCHASERS** shall not make any such construction or 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 **PURCHASERS** shall at their own costs and expenses fix up separate meter connection or meters in respect of the said flat for electricity power connection to be consumed in the said flat by the **PURCHASERS** and the **PURCHASERS** shall pay all rates and taxes which may be imposed by the proper authority. The **PURCHASERS** shall be entitled to make such interior construction and decoration for their necessities like racks, storage space, gas cylinder spaces, cooking racks etc., without causing any damages to the building.
8. The **PURCHASERS** 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 their said flat and/or their possession or to assign let out or part with their interest possession or benefit of their said **Flat No.** _ situated on the ____ **Floor** ____ **Side** of the building together with **one Car parking No.** ____ **Space** situated on the **Ground Floor** of the said building or any part thereof provided the **PURCHASERS** 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 **PURCHASERS** 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 which will be applicable to the all the flat owners.
10. The **PURCHASERS** shall not use nor caused to be used the said **Flat No.** __ situated on the __ **Floor** ____ **Side** of the building together with **one Car parking No.** ____ **Space** situated 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 neighboring 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 sold herein, the said **PURCHASERS** shall have no claim or access of any nature or kind over or in respect of any other flat and they shall have to use open spaces and lobbies, stair-case as well as for the purpose of services or the roof of the building in common with other Flat owners morefully specified in the **SCHEDULE "C"** hereunder written.
12. The said **PURCHASERS** shall not bring keep or store in or any part of the said flat inflammable combustible 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 **PURCHASERS** herein along-with other **PURCHASERS** 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 their 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 **PURCHASERS** shall have no access 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 **PURCHASERS** hereby declares that they shall not raise any objection if the **DEVELOPER** sells the unsold Car parking spaces to any Third Party and/or if the Car parking spaces are not sold the same shall be used by the **DEVELOPER** at its will.
14. The **PURCHASERS** 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 **PURCHASERS** shall have to abide by the decision of the Association.

15. The **PURCHASERS** shall use the said flat 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 properties proportionate land herein morefully contained the **PURCHASERS** shall have no access title or interest in any other flat and open land of the said building excepting the using access of the roof along with their Co-purchasers. The **PURCHASERS** hereby declared and confirmed that they have already received the physical possession of the said flat and Car parking space from the **OWNERS** with full satisfaction as regards the measurement, title of the entire property and construction of the said building. It is noted that the **PURCHASERS** park one small Car situated on the Ground Floor of the building.
17. On and from the date of taking physical possession/registration/Completion Certificate whichever is earlier the **PURCHASERS** shall have to pay the necessary monthly maintenance charges of the building & also lift and proportionate taxes of his portion of the property. The **OWNERS** will be responsible for all types of taxes, duties and charges for the said flat as described in the **SCHEDULE – 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 **PURCHASERS** 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 – C** below.

AND FURTHER more that the **VENDORS** and all their heirs executors and administrators representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASERS** and their 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** or any breach of the covenants hereafter contained. Simultaneously, with the execution and registration of the conveyance of the said flat the **VENDORS** 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 **PURCHASERS** title.

THE SCHEDULE ABOVE REFERRED TO
SCHEDULE - 'A'

ALL THAT piece and parcel of land measuring an area of **3 (Three) Cottahs 00 (Zero) Chittack 00 (Zero) Sq. ft.**, whereon a Ground plus Four storied building with Lift facility under name and style **“ARYAN ALDER”** shall be erected as per said sanctioned residential building Permit No. 2024120467 dated 17.03.2025 duly sanctioned by The Kolkata Municipal Corporation Borough Office – XII, situated in **Mouza – Nayabad**, J.L. No.25, Touzi No.56, R.S. No.3, Pargana – Khaspur, being **Scheme Plot No. 195 (Phase-I)**, comprising in **R.S. & L.R. Dag No.83**, under **R.S. Khatian No. 101, L.R. Khatian No.2326**, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as **K.M.C. Premises No. 2712, Nayabad, having Assessee No. 311090828324**, under formerly P.S. Purba Jadavpur at present P.S. – Panchasayar, Kolkata – 700 099, District – South 24-Parganas, and the entire property is butted and bounded by :

<u>ON THE NORTH BY</u>	:	By Scheme Plot No.194;
<u>ON THE SOUTH BY</u>	:	By Scheme Plot No.199;
<u>ON THE EAST BY</u>	:	land of R.S. & L.R. Dag No.191;
<u>ON THE WEST BY</u>	:	40' Ft. wide K.M.C. Road.

SCHEDULE 'B' ABOVE REFERRED TO

(DESCRIPTION OF THE RESIDENTIAL UNIT HEREBY SOLD)

ALL THAT piece and parcel of one **Residential Unit** being No: __ situated on the ____ side of the ____ **Floor, Block** ____ of the Ground Plus four storied building **having Super built up area of** ____ **Sq. ft., Covered parking space being no.** ____ **& area measuring 135 sq. ft. and** ____ **Square Feet of Carpet Area, more or less** and the entire building including this Residential Unit is being erected as per aforesaid sanctioned Building Permit No. 2024120467 dated 17.03.2025 duly sanctioned by The Kolkata Municipal Corporation, Borough Office No. XII and also as per specification, and the proposed Residential Unit is situated within The Kolkata Municipal Corporation **Ward No.109** of K.M.C. **Premises No. 2712, Nayabad**, under formerly P.S. Purba Jadavpur at present P.S. – Panchasayar, Kolkata – 700 099, District – South 24-Parganas, as described in the **SCHEDULE “A”** above. TOGETHER WITH proportionate undivided share of land and all common

access and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C AND D'** hereunder written.

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

Water lines and water, electricity main line and its wiring, common electric meter, land and boundary wall, and undivided proportionate share of land, pump and motor, Security Booth and common Toilet on the Ground Floor, septic tank, water reservoir and overhead water tank.

SCHEDULE D
SPECIFICATION FOR THE BUILDING

INTERNAL

1. Internal Walls:
 - RCC /Brick Wall
2. **INTERNAL FINISH:**
 - POP/PUTTY finish for the Building
 - POP/PUTTY with paint finish for common areas.
3. **FLOORING:**
 - Johnson Tiles
4. **KITCHEN:**
 - Counter – Granite / marble / stone with stainless steel sink.
 - Dado - Ceramic Tiles.
 - Electrical points for Refrigerator, Water Purifier, and Microwave/oven & Exhaust Fan.
5. **TOILET:**
 - Tiles for floor or any other similar.
 - Walls –Tiles on the walls up to door height.
 - Bathroom fittings/Jaquar
6. **DOORS & WINDOWS:**
 - Main Door – Flush Door with laminate finish or any other similar.
 - Internal Doors – Painted flush doors or any other similar.

- Windows – Aluminium sliding windows or UPVC windows or any other similar.

7. ELECTRICALS:

- Provision for AC points
- Provision for cable TV, telephone.
- Plug points in all bedrooms, living/dining, kitchen and toilets.
- Doorbell point at the main entrance door.
- Modular switches of good quality.

IN WITNESS WHEREOF the Parties hereto put their respective hand and seal this indenture here at Kolkata on the day, month and year first above written.

W I T N E S S:

1.

2.

SIGNATURE OF THE FIRST PART/
OWNERS/VENDORS

SIGNATURE OF THE SECOND PART/
PURCHASERS

SIGNATURE OF THE DEVELOPERS

Drafted and prepared in our office

(Advocate)
ENROLMENT No. F/4192/2022
HIGH COURT, CALCUTTA
For, SKB& Associates
Solicitor and Advocates
NICCO HOUSE, 4th Floor, 2 Hare Street,
4th Floor, Kolkata-700001, Phone - 033 4064 6476
Email - info@skbassociates.in

MEMO OF CONSIDERATION

RECEIVED the sum of **Rs.** _____ as earnest or part consideration sum out of total consideration price of **Rs.** _____ (**Rupees** _____ **Only**) from the within mentioned **PURCHASERS** in the manner followings: -

l. No.	Cheque No.	Date	ame of the Bank & Branch	Amount (Rs.)
1.				
2.				

TOTAL :

(_____ Only)

WITNESS :

1.

ARYAN REALTY

Susanta Samal
Partner

2.

SIGNATURE OF THE
DEVELOPERS