

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this ____ day
of _____ 2026 (Two Thousand and Twenty six)

B E T W E E N

TARA MAA ENTERPRISE



Proprietor

SMT. BHARTI PATRA (PAN: BLDPP0727J), W /O Late Phani Bhusan Patra, by Nationality – Indian, by Faith – Hindu, by Occupation – Housewife, residing at Garia Station Road Deoder place P.S. Sonarpur now Norendropur P.O. Garia, Kolkata - 700084, District South 24-Parganas, being represented by his constituted attorney namely SRI NANTU GHOSH (PAN: AUTPG2008B), son of Late Pran Ballav Ghosh, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at 1/429, Gariahat Road (South) P.O. Jodhpur Park, P.S. Lake, P.O:Jodhpur Park Kolkata – 700068, by virtue of a Development Power of Attorney dated ----- registered with the ----- and recorded in Book No.I, volume No.----- in pages ----- to ----- being No.----- for the year ----- hereinafter called the “**VENDOR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her executors administrators legal representatives and assigns) of the **FIRST PART**

AND

MR.----- (PAN-----, Aadhaar No.-----), son of -----, by faith hindu, by occupation -----, residing at -----

-----, hereinafter referred to as the “**PURCHASE**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **SECOND PART**

AND

M/S. TARA MAA ENTERPRISE, a proprietorship firm, having its office at 1/429, Gariahat Road (South) P.O. Jodhpur Park, P.S. Lake, Kolkata – 700068, herein

represented by its Sole Proprietor SRI NANTU GHOSH (PAN: AUTPG2008B), son of Late Pran Ballav Ghosh, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at 1/429, Gariahat Road (South) P.O. Jodhpur Park, P.S. Lake, P.O.:Jodhpur Park Kolkata – 700068, hereinafter called and referred to as the “DEVELOPER/ CONFMFIRMING PARTY” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, successors, successors-in interest, legal representatives, executors, administrators and/or assigns) of the THIRD PART.

WHEREAS one Surendra Nath Mondal and Mohan Lal Mondal were the joint and declared owners of 80 Satak Bastu Land (out of which Surendra Nath Mondal was entitled to 41 Satak Bastu Land and Mohan Lal Mondal was entitled to 40 Satak.Bastu Land) lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. No.46, 3 R.S. No.7, District Collectorate Touzi No.274, Zilla Jarip Khatian No.14, Zilla Jarip Dag No.178, R.S. Khatian No.79, R.S. Dag No.196, A.D.S.R at Sonarpur, District South 24-Parganas.

AND WHEREAS said Surendra Nath Mondal out of his own 41 Satak Bastu Land, sold, transferred conveyed vide a Bengali Deed of Sale, dated: 07/04/1965, 9 (Nine) Satak Bastu Land to one Sri Kanai Lal Mondal, and the said Bastu Land admeasuring 9 Satak, was lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. No.46, R.S. No.7, District Collectorate Touzi No.274, Zilla Jarip Khatian No.14, Zilla Jarip Dag No.178, R.S. Khatian No.79, R.S. Dag No.196, A.D.S.R at Sonarpur, District South 24-Parganas and the said Bengali Deed of Sale, dated: 07/04/1965, which was registered in the office of the district sub-registrar, at Baruipur, South 24-parganas and recorded in book No.I, volume No.52, pages 274 to 278, being No.3292 for the year 1965.

AND WHEREAS after aforesaid purchase said Sri Kanai Lal Mondal became the sole and absolute owner of the

said Bastu Land admeasuring 9 Satak, more or less, and continued to possess the same without any hindrance from any corner of whatsoever nature.

AND WHEREAS one Sri Sanatan Halder, Son of Late Bhujram Halder, filed and executed one Money Suit No.4, in the Court of 2nd Munsif at Baruipur, South 24-Parganas, which was subsequently renumbered as Money Suit No.60/1967. And the Suit Money Suit was decreed in favour of said Sanatan Halder, Son of Late Bhujram Halder on the 9th April 1968, vide Order No.21 and under Rule 94. And thereby said Sanatan Halder, Son of Late Bhujram Halder became the Owner of said Bastu Land admeasuring 9 Satak, was lying and 4 situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. No.46, R.S. No.7, District Collectorate Touzi No.274, Zilla Jarip Khatian No.14, Zilla Jarip Dag No.178, R.S. Khatian No.79, R.S. Dag No.196, A.D.S.R at Sonarpur, District South 24-Parganas.

AND WHEREAS subsequently two joint owners of the said entire Land namely Mohan Chandra Mondal and Sital Chandra Mondal, jointly filed a Partition Suit No.32/1969, on 24/03/1969, in the Court of 1st Sub Judge at Alipur, South 24-Parganas, for Metes and bounds partition of the said entire land, and the said Partition Suit No.32/1969, was decreed for Metes and Bounds partition of the said entire Land on 05/08/1971. And thereby the 9 Satak Bastu land owned by said Sanatan Halder was demarcated as per the said Partition Suit decree passed on 05/08/1971.

AND WHEREAS Thus said Sanatan Halder, Son of Late Bhujram Halder became the sole and absolute Owner of said demarcated Bastu Land admeasuring 9 Satak, was lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. No.46, R.S. No.7, District Collectorate Touzi No.274, Zilla Jarip Khatian No.14, Zilla Jarip Dag No.178, R.S. Khatian No.79, R.S. Dag No.196, A.D.S.R at Sonarpur, District South 24-Parganas.

AND WHEREAS said Sanatan Halder, Son of Late Bhujram Halder, framed a scheme for Plotting of the said 9 Satak land into small Plot of Land, properly demarcated, so that those small Plots of Land could be sold to different interested parties. AND WHEREAS the owner herein above namely Bharti Patra, W/O Late Phani Bhusan Patra, Purchased and acquired from said Sanatan Halder, Son of Late Bhujram Halder, vide a Bengali Sale Deed, dated: 5 14/12/1992, ALL THAT piece and parcel of Bastu Land, admeasuring 2 Cottahs, 8 Chittacks 01.7 sq. ft., lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. No.46, R.S. No.70, District Collectorate Touzi No.274, Zilla Jarip Khatian No.14, Zilla Jarip Dag No.178, R.S. Khatian No.79, R.S. Dag No.196, L.R. Khatian No.78, L.R. Dag No.151, Police Station – Sonarpur, A.D.S.R at Sonarpur, District South 24-Parganas, for the sake of brevity herein after called and referred to as the said “FIRST PLOT OF LAND” and more fully and particularly described in the First Schedule written hereunder and the said Bengali Deed of Sale, dated: 14/12/1992, which was registered in the Office of the Additional District Sub-registrar, at Baruipur, South 24-parganas and recorded in book No.I, volume No.114, pages to , being No.8339 for the year 1992.

AND WHEREAS the owner herein above namely Bharti Patra, W/O Late Phani Bhusan Patra, Purchased and acquired another consecutive Plot of Land from said Sanatan Halder, Son of Late Bhujram Halder, vide a Bengali Sale Deed, dated: 20/03/2002, ALL THAT piece and parcel of Bastu Land, admeasuring 3 Cottahs, lying and situated at Mouza – Balia Gram, Pargana – Medan Mal, J.L. No.46, R.S. No.30, District Collectorate Touzi No.274, Zilla Jarip Khatian No.14, Zilla Jarip Dag No.178, R.S. Khatian No.79, R.S. Dag No.196, L.R. Khatian No.78, L.R. Dag No.151, presently under Rajpur Sonarpur Municipality ward No.1, Police Station – Sonarpur, A.D.S.R at Sonarpur, District South 24-Parganas, for the sake of brevity herein after called and referred to as the said “SECOND PLOT OF LAND” and more fully and particularly described in the Second

Schedule written hereunder and the said Bengali Deed of Sale, dated: 20/03/2002, which was registered in the Office of the Additional District Sub- 6 registrar, at Sonarpur, South 24-parganas and recorded in book No.I, volume No.21, pages 88 to 95, being No.1157 for the year 2003.

AND WHEREAS in the above manner VENDOR herein became the sole and absolute owner of two continuous Plot of Land, separately defined in the First and Second Schedule written hereunder and the sake of brevity herein after called and referred to as the said "LAND/ PREMISES" and more fully and particularly described in the Third Schedule written hereunder.

AND WHEREAS the vendor herein above after becoming the sole and absolute owner of the said two continuous Plot of Land, mutated her name in the records of Land and Land Reforms Department, Government of West Bengal as one Plot of Land/ Premises, under L.R. Dag No.151 and L.R. Khatian No.1628 and also mutated her name in the record of Rajpur-Sonarpur Municipality Vide Holding No.672, Paschim Balia and the Owner herein above is in occupation and physical enjoyment of the said Land/ Premises, free from all encumbrances.

AND WHEREAS the vendor herein after becoming the sole and absolute owner of the said two continuous Plot of Land, and amalgamated the same and thereafter mutated her name in the records of Rajpur Sonarpur Municipality under Holding No.672, Street - Paschim Balia, Ward No.1, and the property/ plot address as 672, Paschim Balia, Kolkata - 700084.

AND WHEREAS with a view to develop the said land/ premises, as described in the Third Schedule hereunder written and to erect multi storied building over the same in terms of the building plan to be sanctioned by the Rajpur Sonarpur Municipality, the vendor herein has invited the Developer to undertake the charge of such constructional and/or development works of the schedule Land/ Premises at its costs, expenses and efforts and on the basis of sharing of the constructed

areas in the ratio of 50:50 amongst the Owners & Developer.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the Owner and agreed to develop the schedule mentioned landed property and to erect building thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the and accordingly the vendor and developer/confirming party herein have entered into a development agreement on ----
----- under certain terms and conditions mentioned therein. The said development agreement is duly registered in the office of in the office of the D.S.R.-III, Alipore and recorded in Book No.I, Volume No.1603-2023, Pages 443333 to 443378, Being No.160316512, for the year 2023 empowering it to do all necessary acts for such development works and other necessary acts.

AND WHEREAS for proper implementation of the said development agreement, and also for smooth running of construction of the said building over the schedule 'A' premises, the vendor herein executed a Developent Power of Attorney on ----- in favour of the developer/confirming party herein which is registered in the office of the D.S.R.-III, Alipore and recorded in Book No.I, Volume No.1603-2023, Pages 431659 to 431683, Being No.160316549, for the year 2023 empowering it to do all necessary acts for such development works and other necessary acts.

AND WHEREAS as per terms and conditions of the said development agreement and on the strength of the said registered General Power of Attorney, the developer/confirming party herein submitted building plan before the Rajpur Sonarpur Municipality after getting proper signature of the vendor herein and accordingly obtained sanction thereof from the Rajpur Sonarpur Municipality at its own costs being Building Plan Permit No.-----
-- dated -----.

AND WHEREAS in accordance with the said sanctioned Building Plan, the developer/confirming party herein started construction of the said building deputing the competent Engineer, Masons and Labours in accordance with the said sanctioned Building Plan and the Rajpur Sonarpur Municipality has granted the commencement certificate to develop the said project vide approval dated ----- and the developer/confirming party herein has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at -----No.----- on ----- under registration and completed the entire construction of the said project in all respects and made habitable of the respective flats and units of the said project and obtained completion certificate from the concerned authority of Rajpur Sonarpur Municipality vide completion certificate No.----- dated-----.

AND WHEREAS it is relevant to mention here that the Purchaser/Purchasers herein has applied for an apartment in the said Project vide letter dated ----- and requested to allot one residential apartment/flat No.----- on ----- floor (----- side), measuring about ----- sq.ft. super built up area ----- covered area and ----- carpet area be the same a little more or less consisting of ----- bed room, ----- kitchen, one dining cum drawing, one/two toilet, one W.C. and one roof covered car parking space No.----- on ground floor measuring about ----- sq.ft. more or less together with the undivided proportionate share of land along with easement of common areas, passage, installations, fittings and fixtures of the said complex SANTI APARTMENT, situated at Holding No.672, Street - Paschim Balia, Ward No.1, and the property/ plot address as 672, Paschim Balia, Kolkata - 700084, District South 24-Parganas, (particularly mentioned in the schedule 'B' hereunder written) and the developer/ confirming party herein has agreed to allot the said residential apartment and car parking space at a total consideration amount of Rs.----- (Rupees -----) only and accordingly

an agreement for sale was executed between the parties herein on ----- under certain terms and conditions mentioned therein.

It is relevant to mention here that at the time of signing of said agreement for sale, the developer herein agreed to provide the following installations, fittings and fixture of the said flat;

- Tiles floor.
- Modular electric switches.
- Lift.
- Deep tubewell boring line.
- Water line point.
- One AC point.
- M.S. grill.
- Aluminium sliding door in windows.
- Wall of the flat shall be finished with PUTTY.
- Main door & inside doors are made of flush door.

AND WHEREAS as per terms and conditions of the said agreement for sale, the Purchaser/Purchasers herein has paid the entire consideration price of Rs.-----/- (Rupees -----) only to the developer/confirming party herein before execution of this indenture and the developer/confirming party herein have received and acknowledged as per Memo hereunder written.

NOW THIS INDENTURE WITNESSETH as follows :

THAT in pursuance of the said agreement and in consideration of the said sum of Rs.-----/- (Rupees-----) only, being true and lawful money of the Union of India paid by the Purchaser/Purchasers to the developer/ confirming party herein on or before execution of these presents, (the receipt whereof the developer/confirming party herein admitted and acknowledged the same as per the Memo of Consideration written hereunder) towards the costs of the flat, car parking space and the proportionate land value of the Schedule 'A' premises, the vendor and the

developer/contractor herein DOTH hereby forever release, acquit, exonerate, discharge the Purchaser/Purchasers in respect of ALL THAT piece and parcel of the one residential apartment/flat No.----- on ----- floor (----- side), measuring about ----- sq.ft. super built up area ----- covered area and ----- carpet area be the same a little more or less consisting of ----- bed room, ----- kitchen, one dining cum drawing, one/two toilet, one W.C. and one roof covered car parking space No.----- on ground floor measuring about ----- sq. ft. more or less together with the undivided proportionate share of land along with easement of common areas, passage, installations, fittings and fixtures of the said complex SANTI APARTMENT, situated at Holding No.672, Street - Paschim Balia, Ward No.1, and the property/ plot address as 672, Paschim Balia, Kolkata - 700084, District South 24-Parganas, (particularly mentioned in the schedule 'B' hereunder written) and delineated in RED Border Lines in attached Plan/Map which is the part and parcel of this Indenture, the Vendor and the developer/confirming party DOTH hereby grant, convey, sell, transfer, assign and assure absolutely unto the Purchaser/Purchasers ALL THAT the impartiable undivided proportionate interest in the land of the said schedule 'A' Premises TOGETHER WITH the all easement and quasi-easement or other stipulations and provisions for the beneficial use and enjoyment of the said flat and car parking space (more fully and particularly described in the Schedule 'B' hereunder written) along with the use of common areas, and facilities and installations of the said Building such as open spaces surrounding the Building, main entrance gate, boundary wall, stair-case, landings, lobbies, roof of the top floor of the building, underground and overhead water reservoir, septic tank, drainage, sewerage, common meter spaces, pump room (with the absolute ownership of all sanitary fittings, fixtures, windows, grills, electrical wiring, lighting) pipe line, lighting on common passages, plumbing installations, common water tap and other common accessories of the said Building more fully described in the Schedule hereunder written in common

with all other owners or occupiers of the flats of the building for the purpose of uninterrupted ingress, egress and use of the said property **OR HOWSOEVER OTHERWISE** the said property now are or is or at any time heretofore were, was, situated, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all yards, compounds areas and other rights, lights, liberties, easements, privileges, appendages, appurtenances, benefits and advantages, whatsoever belonging or in anywise appertaining to or usually held and occupied, enjoyed, accepted or reputed to belong or appurtenant thereto **AND** the reversion or reversions, reminders and the rents, issues and profits thereof and every part thereof **AND** all the estate right, title, interest, inheritance, use, trust, property and possession claim and demands whatsoever upon the Schedule "B" mentioned flat and car parking space both at law and in equity of the vendor and developer/confirming party unto and upon or in respect of the said property or every part thereof **AND** all deeds, muniments, writing/ writings and other evidences of title exclusive relating to or concerning the said property or any part thereof which now are or is or at any time or times shall or may be in possession custody or power of the vendor and confirming party herein and can or may procure the same without any action or suit of law or in equity **TO HAVE AND TO HOLD** the said property hereby sold unto the Purchaser/Purchasers and forever delivered and transferred the said flat and car parking space, mentioned in the Schedule 'B' hereunder written which is absolutely free from all encumbrances, trusts, liens, lispendences, attachments, claims and demands **WHATSOEVER** and the property thus purchased by the Purchaser/ Purchasers and the Purchaser/ Purchasers along with his heirs, executors, successors shall have occupy and possess the flat and car parking space absolutely together with the common parts in common with other co-owners, Purchaser/Purchasers of the said Building and such common parts being occupiers of the common parts described in the respective schedule hereunder **AND** the Purchaser/Purchasers shall use, occupy, possess, and

enjoy the said flat and car parking space and also to park any medium sized vehicle in the said car parking space therein and also shall have sell, convey, transfer, gift, lease, mortgage, convey or dispose and let out the said flat and car parking space and the undivided proportionate share of said land at his discretion and some common restrictions upon the Purchaser /Purchasers along with other co-owners and occupiers of the flats for the development and maintenance of the said property for future benefits of the Purchaser/ Purchasers and other co-owners and occupiers of the building AND also subject to the Purchaser/ Purchasers paying and discharging payment of all taxes and other impositions of the said flat and car parking space wholly and the said Building proportionately.

THE VENDOR AND THE DEVELOPER/ CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASER/PURCHASERS as follows:

a. **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the vendor and the developer/confirming party have good and absolute right, title and authority to sell, convey and transfer the schedule mentioned property free from all encumbrances, charges, liens, lispendences, demands and claims whatsoever particularly described in the schedule hereunder written and all right, privileges and appurtenances thereunto belonging and hereby sold, conveyed and transferred and that the vendor and the developer/confirming party have not done or knowingly suffered anything whereby the property may be encumbered effected or impeached in estate title or otherwise.

b. That the vendor and the developer/confirming party shall and will at all times indemnify and keep indemnified and keep harmless the Purchaser/Purchasers against all claims, demands, whatsoever in respect of the said property hereby sold and conveyed and make good the Purchaser/Purchasers

of all losses, costs and expenses that may be accrued or be incurred by reason of any defect, deficiency that may be found or detected in right, title and interest in the said property and for getting the same right.

c. That the Purchaser/Purchasers shall henceforth peacefully and quietly hold, possess and enjoy the rents, issues and profits desirably from and out of the said property hereby sold without any lawful eviction, interruption, hindrances, claims or demands whatsoever from or by the vendor and confirming party herein or any other person or persons claiming through or under entrust for the vendor and confirming party and without any lawful let, hindrances and interruptions or disturbances by any person/persons whatsoever.

d. That all the rates, taxes and revenues and other impositions payable in respect of the said flat and car parking space hereby sold have been fully paid by the vendor and confirming party unto the date hereof and if any portion of such be found to have been remain unpaid for the period unto the date hereof, the same shall be decreed to be the liability of the vendor or confirming party and realizable from the vendor or confirming party herein, but after handing over the possession in respect of the said flat and car parking space by the developer/confirming party herein to the Purchaser/Purchasers herein, all the new obligations arising in future and not related to past before this deed of conveyance are to be complied by the Purchaser/Purchasers herein.

e. That the vendor & developer/confirming party here in shall at all times do and execute at the costs and expenses of the Purchaser/Purchasers all such further acts, deeds, things and assurances as may be reasonably required by Purchaser/Purchasers for the better or further affecting and assuring the conveyance hereby sold and conveyed.

f. That the Purchaser/Purchasers with the other owners of the flats and car parking space shall form

owners' association of the said building and shall become the member of the owners' association to be formed with other co-owners or occupiers of the said premises for the better maintenance of the Building and shall bear the common expenses in every month proportionately and also shall provide the necessary subscription as would be imposed and also shall abide by all the regulations of the said society or association.

g. That the vendor and the confirming party herein jointly and severally have handed over today all the respective copy of title deed and other papers for inspection by the Purchaser/Purchasers or other statutory authority in future, if required for the mutation and other related works.

THE PURCHASER/PURCHASERS DOTH HEREBY
COVENANT WITH THE VENDOR AND THE
DEDVELOPER/CONFIRMING PARTY :

1. That upon delivery of possession of the flat and car parking space hereby sold, the Purchaser/Purchasers herein shall be entitled to use and possess the same and every part thereof exclusively and to the rent issues and profits thereof.

2. That the Purchaser/Purchasers shall pay all the Municipal rates and taxes and other outgoings proportionately in respect of the said flat and car parking space mentioned in Schedule 'B' herein from the date of execution of this deed of conveyance.

3. That the Purchaser/Purchasers shall also apply for and mutate his name as absolute owner in respect of the said flat and car parking space hereby sold before the appropriate concerned authority at his own costs and the Purchaser/Purchasers herein shall pay all taxes.

4. That the Purchaser/Purchasers since this day provide all and punctually contribute and pay month by month and every month the proportionate share of the

costs expenses and outgoings, if any, including the maintenance service charges.

6. That the Purchaser/Purchasers shall keep with other co-owners all sewers, drains, pipes, passages, staircase, maintenance, serving the said property in good condition jointly with other owners of flat and car parking space.

7. That the Purchaser/Purchasers shall be entitled to make interior decoration of the said flat and car parking space without causing any damage to the other portion of the building or increasing structural load or structural change of any part of the building which may cause damage to the main building with the consent of the said owners' association, . if necessary. The Purchaser/Purchasers shall not pull down any wall or roof so that the other portion of the said building may be damaged or fall down or become insecure. Nothing can be done on the common wall except internal colour or plastering/repair works.

8. Save and except the said flat and car parking space hereby sold, the Purchaser/Purchasers herein shall have no exclusive claim or right of any nature or kind over or in respect of all other areas of the said building except what have been granted to him by this conveyance in common with the inhabitants of the other apartments more particularly described in Schedule 'B' hereunder written.

9. That subject to the above terms and conditions the Purchaser/Purchasers of the said flat and car parking space shall be entitled to exclusive use and absolute enjoyment thereof without any interruption by the vendor, developer/confirming party or any other person or persons.

10. That the said flat and car parking space hereby granted, sold, transferred and conveyed shall be heritable and transferable.

11. The Purchaser/Purchasers shall bear the proportionate costs of repairs of the sewers and drain, main water supply and also proportionate cost of repair of outside walls and common passages.

12. The right of the vendor and the developer/confirming party for support and protection for other portion of the said building now conveyed to the Purchaser/Purchasers.

13. The Purchaser/Purchasers shall keep the said flat and car parking space hereby sold, conveyed and its walls, sewers, drains and pipes belonging or appertaining thereto in such state and condition so as to support and protect the other part of the building not sold to the Purchaser/Purchasers and the Purchaser/Purchasers with other co-owners of the building shall keep the common areas and facilities of the said new building in proper repair and condition and wind and water tight.

15. The Purchaser/Purchasers shall not be entitled to claim any partition or division, separation or demarcation of the common areas, installations, fittings of the building as the same shall always remain common, impartiable, undivided and the Purchaser/Purchasers with other co-owners of the building shall enjoy or use the same for the common purposes.

PROVIDED ALWAYS it is hereby agreed and declared by and between the parties hereto that the Purchaser/Purchasers shall observe and comply with and carry out the stipulations and obligations hereunder set out as follows:

1. The common electricity, telephone, gas, water connection and the soil pipes or other parts of the building not conveyed and transferred to the Purchaser/Purchasers through or over the said flat and car parking of building granted to the Purchaser/Purchasers.

2. The Purchaser/Purchasers shall keep the said property/flat and car parking space of the said building/tower hereby sold, conveyed and its walls, sewers, drains and pipes belonging or appertaining thereto in such state and condition so as to support and protect the other part of the building not sold out to the Purchaser/Purchasers and the Purchaser/Purchasers with other co-owners of the building shall bear proportionate costs and expenses for maintaining the common areas and facilities of the said building in proper repair and habitable condition and wind and water tight.

3. The common areas and facilities shall always remain common & the Purchaser/Purchasers shall not be entitled to ask for or make any demand for partition or division of the same as the same shall remain be joint & impartiable or undivided and the Purchaser/Purchasers with other owners of the said building of the premises shall use & enjoy the same for the common purposes only.

IT IS FURTHER AGREED AND DECLARED BY THE PURCHASER/PURCHASERS:-

1. The Purchaser/Purchasers shall be liable to pay directly the Municipal rates, taxes, and outgoings now payable and/or to be payable hereinafter in respect of the said property hereby sold by this indenture & the common areas as proportionate to the floor area of the said flat and car parking space as mentioned in the respective Schedule hereunder written and in case where the said payment are not made directly to any authority, the same shall be paid by the Purchaser/Purchasers to the Society.

2. The Purchaser/Purchasers shall regularly pay the charges, levies, costs and proportionate expenses for common areas including maintenance and service charges as per demand of the said Society.

3. The Purchaser/Purchasers shall pay maintenance charges including all costs of repairs of the building &

service charges for maintenance of stair-case, landings, lobbies, pump motor, pump motor space, lift machines, elevator system, gas distribution system pipe & all other pipe lines, sewerage line, & other common areas, electricity for common areas, for water supply, sweeping, cleaning, white washing, colour washing, staircase and other common areas including the areas covered by water tanks etc. and common land of the premises hereto proportionately with other co-owners of the said building.

4. The Purchaser/Purchasers shall have full power and absolute property in respect of the floor areas and inside walls and inside ceiling of the flat but they shall not demolish or cause waste to the walls, ceilings of the property, common drains, pipes, sewerage pipes, water connection, common electric line in any manner so as to effect the said building and/or other co-owners of the building who have acquired or may hereinafter acquire the flat in the said building.

5. The Purchaser/Purchasers's undivided interest in the land as more fully described in the schedule 'A' hereunder written shall be remain undivided and/or joint for all times with the Society and/or his/her/their allottees who have hereto before acquired and who may hereafter acquired right, title and interest in the said land will remain undivided.

6. The Purchaser/Purchasers shall not use the flat & car parking spaces or any portion of the building, staircase, roofs, garage, ways, passages, drains, sewers, entrances, etc. in such manner which shall be in any manner whatsoever detrimental to the interest of the said Society and/or its owner/allottee in the said building or against the rights and privileges of other owner and/or in such a manner that may cause or likely to cause inconvenience or nuisance or cause damage or breach of peace to the said Society and/or to any other owners/allottees of the said building in or around the compound of the premises or any part or portion thereof or in the locality and that may breach of these terms & conditions will make the Member liable to pay

compensation to the Society apart from any liability to any individual concerned.

7. The Purchaser/Purchasers shall carry out all reasonable decisions as may/shall be given from time to time by the said Owners' Association/Housing Society in the interest of the co-owners in the said building and in order to secure & promote a peaceful and amicable living in Co-operation.

8. The Purchaser/Purchasers shall not use any highly inflammable articles in the said flat other than gas, electricity or kerosene or similar fuels for cooking and/or for any other domestic purpose.

9. That the Purchaser/Purchasers shall be entitled to colour wash or white wash inside the said flat and also shall have to make all sorts of interior decoration without causing any damage or hamper to the common portion wall stands between the two flats of the said building.

THE SCHEDULE 'A' ABOVE REFERRED TO

(Description of the said First Plot of Land)

ALL THAT piece and parcel of Bastu Land, admeasuring 5 Cottahs, 8 Chittacks (actual measurement 5 Cottahs 2 Chittaks 01.7 Sq. Ft.) more or less together with the G + III storied building standing thereon named SANTI APARTMENT, alongwith easement of common passage attached thereto for free ingress and egress, lying and situated at Mouza Balia Gram, Pargana Medan Malla, J.L. No.46, R.S. No.30, District Collectorate Touzi No.274, Zilla Jarip Khatian No.14, Zilla Jarip Dag No.178, R.S. Khatian No.79, R.S. Dag No.196, under L.R. Dag No.151 and L.R. Khatian No.1628, under Holding No.672, Paschim Balia, Ward No.1, and the property address as 672, Paschim Balia, Kolkata-700084, presently under Rajpur Sonarpur Municipality ward No.1, Police Station - Sonarpur, A.D.S.R at Sonarpur now Garia, District South 24-Parganas.

The property is butted and bounded by :

NORTH : Other's Land.

SOUTH : 10 ft. wide RSM Road.

EAST : Other's Land.

WEST : 18 ft. wide RSM Road.

PART III
The building

ALL THAT the G + iii storied building as per the Building Permit No.SWS-OBPAS/2207/2025/2816 dated 28.01.2026 consisting of flats, car parking spaces and other units.

THE SCHEDULE 'B' ABOVE REFERRED TO
(Description of the flat and car parking space)

ALL THAT the piece and parcel of one residential apartment/flat No.-----on -----floor (-----side), measuring about -----sq. ft. super built up area -----covered area and ----- carpet area be the same a little more or less (tiles floor) consisting of ----- bed room, -----kitchen, one dining cum drawing----- , one/two toilet, one W.C. and one balcony, along with one covered car parking space No.----- on ground floor measuring about 135 sq. ft. more or less together with the undivided proportionate share of land along with easement of common areas, passage, installations, fittings and fixtures of the said building/ complex SANTI APARTMENT, situated at Holding No.672, Paschim Balia, Ward No.1, and the property/ plot address as 672, Paschim Balia, Kolkata - 700084, District South 24-Parganas. The said flat & car parking space is specifically and clearly shown in the annexed plan delineated in RED Border Lines which is the part and parcel of this Indenture.

SCHEDULE 'C' ABOVE REFERRED
(Description of common areas)

1. The boundary walls, parapet walls, common drain, sewerage system, roof and common spaces.
2. The common staircase and lift with landing, lift well and lift machine and landing in each floor leading from ground floor to top floor of the building.
3. under ground and overhead water reservoir. Septic tank, drainage, sewerage.
4. Roof for electric meter and pump motor.
5. Room for pump motor.
6. Main entrance gate from public road to the said building.
7. Entrance passage of the building to be common entrance from public road to proposed building.
8. Water connection pipe lines.
9. Common egress and ingress to the other parts of the building.

SCHEDULE 'D' ABOVE REFERRED TO
(Common expenses)

- a. All costs and maintenance, whitewashing, repairing, decorating, painting, repairing, renovating and replacing the common parts and also the outer walls of the said building.
- b. Insurance premium for insuring of the building against earthquake, lightening, riot, damage etc.
- c. All charges and deposits for common electric meter and also the costs of getting individual meter for electricity connection and other statutory expenses.
- d. All litigation costs and expenses for protecting the title of the said land and building.

IN WITNESS WHEREOF the Vendor, the Purchaser/Purchasers and confirming party herein have set and subscribed their respective hand and signature on this the day, month and year first above written.

WITNESSES:

1.

SIGNATURE OF VENDOR

2.

SIGNATURE OF PURCHASER/
PURCHASERS

Drafted by :

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

COMPUTER PRINTED BY:

KALA CHAND ROY
Alipur Police Court,
Kolkata-700027.

MEMO OF CONSIDERATION

RECEIVED on & from the within named Purchaser/Purchasers the within mentioned sum of Rs.-----/- (Rupees -----) only being the total consideration amount in respect of the property mentioned in respective schedule 'B' hereinabove, by following manner:

Sl.No. Cheque/ B.D.No./Cash	date	Issued from/drawn on	Amount.
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WITNESSES:

1.

TARA MAA ENTERPRISE



Proprietor

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY

2.