

DEED OF CONVEYANCE

THIS INDENTURE is made on this the day of December, Two Thousand and Twenty Two (2022) A.D.

B E T W E E N

FIRSTBLISS ENTERPRISES PRIVATE LIMITED (PAN:AAFCE1645J) (CIN: U74999WB2022PTC256032) a Company incorporated under the provisions of the Companies Act, 2013 having its registered Office at 3rd Floor, Raj Laxmi Apartment, 428 Parnasree Pally, Post Office-Parnasree, Police Station: Behala now Parnasree, Kolkata- 700060, represented by one of its Directors-**SRI NIKHIL TAHLANI, (PAN: BAAPT6243B)**, son of Sri Dilip Tahlani, by faith- Hindu, by Occupation- Business, Nationality-Indian, residing at 428, Parnasree Pally, Post Office-Parnasree, Police Station: Behala now Parnasree, Kolkata- 700060; hereinafter called and referred to as the **OWNER** (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 **ONE PART.**

FIRSTBLISS ENTERPRISES PRIVATE LIMITED

Nikhil Tahlani

DIRECTOR

A N D

_____ (**PAN:** _____,) SON/DAUGHTER OF _____, by faith- Hindu, by Occupation- SERVICE , Nationality-Indian, residing at _____, Post Office-parnasree, Police Station: parnasree, Kolkata-700060, hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, lawful entity holders, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the State of West Bengal through its Land and Land Revenue Department acquired land measuring 75.77 acres, a little more or less, including, C.S. Dag Nos. 629, under C.S. Khatian No. 66 of Mouza-Behala , J.L. No. 2, Pargana – Balia, Police Station – Behala, District-24 Parganas for the purpose of residence of the allottee members of the Parnasree Pally Samavaya Samity Limited, a registered Society, registered under the West Bengal Co-operative Act 1940, having its registered office at Parnasree Pally, Behala, District-24 Parganas hereinafter referred to as the ***“Said Samity”*** by declaration No. 3176, L. Dev. dated 25/03/1950 and published in the Calcutta gazette dated 30/03/1950 under the provisions of the Land Development and Planning Act 1948 and delivered khas possession of the land to the said Samity on 16.02.1951 and subsequent dates.

AND WHEREAS a Memorandum of Agreement dated 16.12.1950 was executed by and between the said Samity and the State Government of West Bengal inter alia empowering the said Samity to develop and to complete the development scheme in respect of the property stated herein above.

AND WHEREAS the said Samity had accordingly developed the land segregating, dividing and sub-dividing the entire property into several plots for use and enjoyment of the residential purpose by way of formation and making roads and opened out free access leading to the said plots under different Scheme Nos. I, II and III offered for sale of such plots to the members of the said Samity.

AND WHEREAS one Sunil Kumar Basu, son of Late Akhil Chandra Basu, being one of the members, approached the authority of the said Samity expressing his eagerness for purchasing one of the plot being Society Plot No.601, measuring an area of 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, lying and situated in C.S. Dag No. 629, under Khatian No. 66 of Mouza-Behala.

AND WHEREAS the authority of the said Samity agreed to sell, conveyed and transferred the said Society Plot No. 601, being land measuring an area of 3(three)

Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala in favour of Sunil Kumar Basu.

AND WHEREAS by virtue of a registered indenture of Deed of Sale dated 10.01.1973, the said Samity sold, transferred and conveyed away **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, being Society Plot No. 601, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala, J.L. No. 2, within the then South Suburban Municipality in favour of Sunil Kumar Basu. The said Deed was registered at the office of District Sub-Registrar 24 Parganas at Alipore and entered in Book No. I, Volume No. 8, Page Nos.290 to 297, Being No.324, for the year 1973.

AND WHEREAS after purchasing the aforesaid property, the said Sri Sunil Kumar Basu was seized and possessed of it as owner and enjoying it by paying taxes and outgoings to the appropriate authority.

AND WHEREAS while thus seized and possessed of the same the said Sri Sunil Kumar Basu by virtue of a registered Deed of Conveyance dated 10.06.1975 sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, being Society Plot No. 601, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala, J.L. No. 2, within the then South Suburban Municipality unto and in favour of Smt. Sabita Mitra. The said Deed was registered at the office of District Sub-Registrar 24 Parganas at Alipore and entered in Book No. I, Volume No. 62, Page Nos.266 to 272, Being No.5488, for the year 1975.

AND WHEREAS the said Smt. Sabita Mitra having obtained sole right and absolute ownership over the aforesaid property, mutated her name in the Assessment Register Books of the then South Suburban Municipality relating to the aforesaid property and after incorporation of her name in the Assessment Book of Ownership of South Suburban Municipality constructed a pucca two storied building upon the said Society Plot No.601 as per Sanction Plan No.10353 dated 25.11.1975 duly sanctioned by the competent authority of the then South Suburban Municipality and started to occupy, use and enjoyment the same with her family members with the status of its sole Owner.

AND WHEREAS the aforesaid house property, being Society Plot No. 601, was included within the territorial limits of the Kolkata Municipal Corporation and the house property has since been known as KMC Premises No.23, Parnasree Pally, Road

No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, under Ward No. 131.

AND WHEREAS the said Smt. Sabita Mitra became the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, being Society Plot No. 601, whereupon a two storied building standing thereon, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala, J.L. No. 2, at and being KMC Premises No.23, Parnasree Pally, Road No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, under Ward No. 131.

AND WHEREAS the said Smt. Sabita Mitra inducted Ashoke Kumar Dutta as Licensee by executing a Leave and License Agreement dated 01.08.2020 for a period of 11(eleven) months in respect of the Ground floor of the building at and being KMC Premises No.23, Parnasree Pally, Road No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, under Ward No. 131 of Kolkata Municipal Corporation at a monthly License Fee of Rs.8,000/- (Rupees Eight Thousand) only per month, whose License has been expired by efflux of time on 30.06.2021.

AND WHEREAS by virtue of a registered Deed of Gift dated 12.08.2021, the said Smt. Sabita Mitra gifted and assigned **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, whereupon a two storied building standing thereon measuring covered area of 2404 square feet (on the Ground floor measuring 1142 square feet, on the First floor measuring 1142 square feet and on the top floor measuring 120 square feet Thakur Ghar) being Society Plot No. 601, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala, J.L. No. 2, at and being KMC Premises No.23, Parnasree Pally, Road No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, within the territorial limits of the Kolkata Municipal Corporation, under Ward No. 131, in favour of her brother-in-law Sri Asit Kumar Mitra, the present Owner herein. The said Deed of Gift was registered at the Office of District Sub-Registrar-III at Alipore and entered in Book No.I, Volume No.1603-2021, Page Nos.198784 to 198809, Being No.160306626 for the year 2021.

AND WHEREAS after getting the aforesaid property by virtue of gift, the said Sri Asit Kumar Mitra got his name mutated in the records of the Kolkata Municipal

Corporation under Assessee No.41-131-14-0023-3 and enjoying the same without interruption from anybody else.

AND WHEREAS by virtue of a registered Deed of Conveyance dated ____ the said Sri Asit Kumar Mitra sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, being Society Plot No. 601, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala, J.L. No. 2, at and being KMC Premises No.23, Parnasree Pally, Road No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, under Assessee No.41-131-14-0023-3, together with all right of easements, facilities and amenities annexed thereto, unto and in favour of Firstbliss Enterprises Private Limited, the present Owner herein. The said Deed of Conveyance was registered at the Office of the DSR II SOUTH 24 PARGANAS and entered in Book No.I, Volume No.1602-2022, Page Nos.603017 to 603042, Being No.160216500for the year 2023.

AND WHEREAS after purchasing the aforesaid house property, the present Vendor seized and possessed of the same as owner and got its name mutated in the records of the Kolkata Municipal Corporation under Assessee No. 411311400233 and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS the Owner/Vendor was desirous to raise a multi-storied building upon the land of the aforesaid property after demolishing the existing building and for the purpose of construction of a G+4 building upon the land of the aforesaid property, got a plan sanctioned in its name from the Kolkata Municipal Corporation, being Permit No.2022140470 dated 09.03.2023 (hereinafter referred to as the ***“Sanction Plan”***).

AND WHEREAS demolishing the existing building, in conformity with the sanction plan, the Owner/Vendor has started construction of a G+4 storied building consisting of several flats and car parking spaces named as ***“RAAJ SAPPHIRE”*** (hereinafter referred to as the said ***“Building”***) upon **ALL THAT** piece and parcel of land measuring 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, being Society Plot No. 601, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala, J.L. No. 2, at and being KMC Premises No.23, Parnasree Pally, Road No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, together with all right of easements, facilities and amenities annexed thereto, which

has specifically been described in the in the **SCHEDULE-A** hereunder and hereinafter referred to as the "***Said Premises***".

AND WHEREAS the Owner/Vendor declared to sell **ALL THAT** a self contained flat, being Flat No. _____ measuring _____ Square Feet super built-up area, be the same or a little more or less, on the _____ and a car parking space measuring _____, be the same or a little or less, on the Ground floor of the building of the said premises together with undivided impartible proportionate share of the land underneath including all right of easements, common facilities and amenities annexed to the said premises to the intending buyer/ buyers.

AND WHEREAS being aware of such intention of the Owner/ Vendor, the Purchaser after inspecting the sanctioned building plan, its measurement, dimensions, Documents of chain of title deeds and other documents has agreed and offered to purchase the aforesaid flat, being **ALL THAT** a self contained flat, being Flat No. _____ measuring _____ Feet super built-up area, be the same or a little more or less, on the _____ Floor of the building and a car parking space measuring _____ square feet, be the same or a little or less, on the Ground floor of the building of the said premises **TOGETHER WITH** undivided impartible proportionate share and/or interest in the land comprised in the said premises and attributable to the aforesaid flat and the common areas, portions and facilities and amenities in the said building, at and being KMC Premises No.23, Parnasree Pally, Road No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, which has been specifically described in the **SECOND SCHEDULE** hereunder written (hereinafter collectively referred to as the "***said flat***") from the Vendor/Owner.

AND WHEREAS on negotiation between the Owner/Vendor and the Purchaser, the price for the said flat have been settled at a total sum of Rs. _____ only). The price mentioned as aforesaid for the said flat includes undivided proportionate share of the land and the properties appurtenances thereto. The Owner/Vendor and the Purchaser executed an Agreement for Sale in respect of the said flat on _____.

AND WHEREAS in terms of the Agreement for Sale, the Purchaser has paid the entire consideration money to the Owner/Vendor and the Owner/Vendor has delivered possession of the said flat to the Purchaser and hereby execute the Deed of

Conveyance in respect of the flat and the properties appurtenances thereto including undivided impartible proportionate share of the land together with common areas, portions, easement rights, facilities and amenities annexed thereto.

NOW THIS INDENTURE WITNESSETH as follows :-

I. In pursuance of the Agreement for Sale dated ----- and in consideration of the said sum of Rs. _____

only) paid by the Purchaser to the Owner/Vendor on or before the execution of these presents (the receipt whereof the Owner/Vendor doth hereby as also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same, forever, release, discharge and acquit the Purchaser and the said flat, the Owner/ Vendor doth hereby grant, sell, convey, transfer, assigns and assure unto the Purchaser the said flat i.e. **ALL THAT** a self contained flat, being Flat No. _____ measuring _____ Square Feet super built-up area, be the same or a little more or less on the _____ side of the _____ of the building of the said premises which has been specifically described in the "**SECOND SCHEDULE**" hereunder **AND TOGETHER WITH** an undivided and impartible share in the land underneath of the building morefully described in the "**FIRST SCHEDULE**" hereunder **AND TOGETHER WITH** the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the **THIRD SCHEDULE** hereunder written in common with the co-owners and/or occupiers of the other flats/units in the said Building (which is hereinafter called "**THE SAID UNDIVIDED SHARE**") **AND TOGETHER WITH** the easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the common use and enjoyment of the said flat, the premises, the Land and the building by the Purchaser and the Co-owners morefully described in the **FOURTH SCHEDULE** hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the **FIFTH SCHEDULE** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the **SIXTH SCHEDULE** hereunder written **AND ALSO** subject to the Purchaser regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **SEVENTH SCHEDULE** hereunder written and the rights appurtenant thereto **AND TOGETHER WITH** the rights and properties appurtenant thereto, the said flat is or at any time hereto before was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all liberties, rights, easements, privileges,

appendages and appurtenances whatsoever belonging thereto or any part thereof usually hold, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof or Appurtenant thereto **AND** the reversion or reversions, remainder or remainders and the rents, issues and profits of the said flat and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Owner/ Vendor into or upon the said flat and all others benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respective or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser, free from all encumbrances, trust, lien, lispendense and attachment whatsoever **TO HAVE AND TO HOLD** the said flat and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof, respectively, or arising out there from, absolutely and forever **SUBJECT TO** the covenants and the Rules and Regulations of the Flat Owners' Association of the building and /or elsewhere herein **AND ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other common of the said flat to the Purchaser relating to the premises, proportionately and the said flat and wholly.

II. **THE OWNER/VENDOR HEREBY COVENANT WITH THE PURCHASER** as follows :-

1. **THAT** notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the Owner/ Vendor to the contrary, the Owner/Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat **TOGETHER WITH** undivided impartible proportionate share of the land underneath of the building and also the benefits, rights and properties free from all encumbrances whatsoever and the Owner/Vendor has the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser, the said flat **TOGETHER WITH** undivided impartible proportionate share of the land underneath of the building and also the benefits, rights and properties hereby sold and conveyed.

2. **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and upon and to use, hold and enjoy the said flat and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issue and profits thereof, without any interruption, disturbance,

claim or demand whatsoever, from or by the Owner/Vendor or any person or persons claiming through, under or in trust for the Owner/Vendor.

3. **AND THAT** the Owner/Vendor shall, from time to time and at all times hereafter, upon every request and at the costs of the Purchaser make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable, acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said flat **TOGETHER WITH** the benefits, rights and properties hereby granted, unto the Purchaser in the manner aforesaid.

4. **AND THAT** the Owner/Vendor shall and will unless prevented by fire or other irresistible 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 before the Purchaser or his Authority for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land so long as the same shall remain with the Owner/Vendor and shall also at the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncancelled.

5. **AND THAT** the Owner/Vendor shall not do anything or make any grant or term, whereby the rights of the Purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchaser in respect of the said flat hereunder.

6. **AND THAT** the said flat hereby sold, conveyed and transferred unto the Purchaser is free and discharged from or otherwise by the Owner/Vendor sufficiently indemnified against all and all manners of encumbrances, claim, demand whatsoever created or made by the Owner/Vendor or any person or persons claiming through under or in trust for the Owner/Vendor or any of its predecessor-in-title.

7. **AND THAT** the Owner/Vendor shall help and assist the Purchaser in mutating his name in the records of the Kolkata Municipal Corporation and other authorities in respect of the said flat.

8. **AND THAT** the Purchaser shall have exclusive and free right to sell, lease, gift, mortgage, transfer and /or assigns the said flat in any manner whatsoever.

9. **AND THAT** the Owner/Vendor shall duly fulfill and perform all its obligations and covenants elsewhere and herein expressly contained.

III. **THE PURCHASER DO HEREBY COVENANT WITH THE OWNER/
VENDOR** as follows :-

1. **THAT** the Purchaser has inspected the building and the said flat and only after being fully satisfied about the title, quality, workmanship, measurements and all features and without reserving any claim in this regard in future, the Purchaser is completing the purchase hereunder.
2. **AND THAT** the Purchaser shall observe, fulfill and perform the Rules, Regulations and Covenants and shall regularly pay and discharge, all taxes, impositions and all other outgoings in connection with the said flat and the Common Areas and/or the Building, proportionately, including the Common Expenses from the date of handing over possession of the said flat
3. **AND THAT** the Purchaser has received peaceful vacant possession of the said flat in complete satisfaction.
4. **AND THAT** the Purchaser neither have nor shall claim from the Owner/Vendor and/or the other flat Owners, any right, title or interest in any other part or portion of the land and /or the Building **SAVE** the said flat and the benefits, right and properties hereby sold and conveyed.
5. **AND THAT** the Purchaser shall permit the owners of other flats/apartments and their surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said flat for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.
6. **AND THAT** the Purchaser shall keep the said flat in good substantial repair and conditions so as to support and protect the other parts of the said building as they now enjoy.
7. **AND THAT** the Purchaser shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said flat which has been installed at the space underneath the stair of the ground floor to record consumption of electricity at the said flat.

8. **AND THAT** the Purchaser agrees to be the member of the Association of the flat owners for administration and maintenance of common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, bye-laws, rules and regulations.

IV.1. The Purchaser or any other person occupies the said flat shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

THE SCHEDULES ABOVE REFERRED TO

SCHEDULE-A

(Description of the said property)

ALL THAT piece and parcel of land measuring 3(three) Cottahs 15(fifteen) Chittacks 16 (sixteen) Square Feet, be the same or little more or less, whereupon a G+IV storied building is under construction, being Society Plot No. 601, lying and situated in C.S. Dag No.629, under Khatian No. 66 of Mouza-Behala, J.L. No. 2 at and being KMC Premises No.23, Parnasree Pally Road. No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, within the territorial limits of Kolkata Municipal Corporation, in its Ward No. 131, under Assessee No.41-131-14-0023-3, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District-South 24-Parganas, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded by :-

ON THE NORTH : By Samity Plot No.598;

ON THE SOUTH : By Samity Plot No.602;

ON THE EAST : By Samity Plot No.600;

ON THE WEST : By 25` Feet wide K.M.C. Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said flat agreed to be sold)

ALL THAT a self contained flat, being Flat No._____ measuring _____Square Feet super built-up area, be the same or a little more or less, on the _____ Floor of the building and a car parking space measuring _____ square feet, be the same or a little or less, on the Ground floor of the building of the said premises **TOGETHER WITH** undivided impartible proportionate share and/or interest in the land comprised in the said premises mentioned in **FIRST SCHEDULE** hereinabove and attributable to the aforesaid flat and the common areas, portions and facilities and amenities in the said building, at and being KMC Premises No.23,

Parnasree Pally, Road No. II, corresponding to Mailing Address P-601, Parnasree Pally, Police Station-Behala now Parnasree, Kolkata-700 060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131.

THE THIRD SCHEDULE ABOVE REFERRED TO
(The Common parts and portions)

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters are installed, electrical sub-station and electrical wiring and other fittings, (excluding only those as are installed within the exclusive area of any flat and / or exclusively for its use.
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, electric/utility room, pump room.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said Building.
8. Lift well with lift, machine room with all concerned accessories.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners.
10. Land underneath of the building
11. Caretaker Room and common bath cum privy in the ground floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Easements)

The Purchaser shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the Common Portions.

- b) The rights of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said flat.
- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said flat or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and / or anything comprised in any flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owners of the Association.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Covenants, rules and regulations)

1. **TITLE AND CONSTRUCTION** :
SUBJECT TO the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive ownership, possession and enjoyment of the said flat and the same shall be heritable and transferable as other immovable properties.
2. **MUTATION, TAXES AND IMPOSITIONS** :
 - 2.1. The Purchaser shall after the transfer being completed in terms hereof, apply for and have the said flat separately assessed and mutated for the purpose of assessment of Municipal rates and taxes. Until such time as the said flat shall not be separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes.
 - 2.2. Upon the mutation of the said flat in the name of the Purchaser for the purpose of assessment of liability of any tax or imposition, the Purchaser shall

pay wholly such tax or imposition in respect of the said flat and proportionately in respect of the common portions, if any.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:-**

- 3.1. Upon the Purchaser fulfilling his obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser shall co-operate with Association in that respect.
- 3.2. The Purchaser shall not, in any manner, interfere or objection whatsoever in or with the functions of the Association relating to the common purpose.
- 3.3. The Owners of all the flats upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but inconsistent with the provision herein and the Purchaser shall abide by the same.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.**

The Purchaser shall, at his own costs, wholly in case it relates to the said flat or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(User of the said flat and the common portions)

After the date of delivery, the Purchaser shall, at his own costs, keep the said flat and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean conditions and as a decent and respectable place.

- a) Use the said flat and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the developer or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

THE PURCHASER SHALL NOT DO THE FOLLOWING :

1. To obstruct the other flat Owners and/or the Association in their acts, relating to the common purposes.
2. To violate any of the rules and/or regulations lay down for the common purposes and for the user of the common portions.
3. To injure, harm or damage the common portions or any other flat/Units in the said building by making any alterations or withdrawing any support or otherwise.
4. To alter any portion, elevation or colour scheme of the said building.
5. To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
6. To place or cause to be placed any article or object in the common portions.
7. To use the said flat or any part thereof for any purpose other than for residential purpose for which it is meant.
8. To carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat or the common portions.
9. To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/units in the said building and/or the adjoining building or building.
10. To use/allow the flats or any part thereof used for any club, meeting, conference, nursing home, hospital, boarding house, eating place, restaurant or any other similar public purpose.
11. To put or affix any sign-board name-plate or other things similar articles in the common portions or outside walls of the building and/or outside wall of the unit, save and except at the place or places provided therefore or approved in writing by the association provided that nothing contained in this cause shall prevent the Purchaser from displaying a decent nameplate in the outside of the main door of the Flat.
12. To obstruct or to object the Flat Owners' Association from using or allowing other to use, transferring or making any construction or any part of the land comprised in the premises and/or the building to save the said flat.

13. To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said flat.
14. To keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
15. To make in their flat any structural additions or alteration except with the prior approval and/or permission in writing and with the sanction of the Kolkata Municipal Corporation without causing any damage in the said building or other flat of the said building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

The Purchaser shall regularly and punctually pay to the Developer and upon its formation to the Association proportionate share of the common expenses as more fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the said Building save those separately assessed on the Purchaser;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common;

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

WITNESSES:-

1.

Signature of the **OWNER/VENDOR**

2.

Signature of the **PURCHASER**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. _____ (Rupees _____) only as advance out of total consideration of Rs. _____ Rupees _____) only from the above named **PURCHASER** in respect of the said flat mentioned in **SECOND SCHEDULE** hereinabove as per memo below:-

Particulars of the Consideration	Amount (Rs.)
TOTAL	

(Rupees _____ only

WITNESSES :-

1.

*Signature of the **OWNER/VENDOR***

2.

FIRSTBLISS ENTERPRISES PRIVATE LIMITED

Nikhil Talwar

DIRECTOR

**Drafted by and Prepared
in the Office of :-**

Subhankar Sarkar

Advocate

Enrolment No. WB/205/1997
Alipore Judges' Court, Kolkata : 700027.