

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE/DEED OF SALE IS EXECUTED ON
THIS DAY OF, 2026 IN KOLKATA**

AMONGST

M/S. BLUECHIP NIRMAN PVT. LTD. (PAN : AALCB1438K), a private limited company incorporated under the companies Act, 1956 and having its registered office at 6, Raja Naba Krishna Street, P.O. Hatkhola, P.S. Shyampukur, Kolkata - 700 005 represented by its Director Mr. Ritwik Das son of Mr. Rathin Das, residing at 133/1C, Ramdulal Sarkar Street, P.O. Beadon Street, Police Station- Burtola, Kolkata - 700006, West Bengal, India, hereinafter referred to as the **“DEVELOPER/PROMOTER/VENDOR”** (which expression shall where the context so admit include their respective directors, share-holders, officers, successors-in-office, successors-in-interest, executors, legal representatives, administrators and assigns) of the **FIRST PART.**

AND

[If the Purchaser is a company]

_____,(CIN _____ no. _____)a company incorporated under the provisions of the Companies Act, [1956or2013, as the case maybe] ,having its registered office at....., (PAN), represented by its authorized signatory, , (Aadhar no) duly authorized vide board resolution dated....., hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to

mean and include its successor -in-interest, executors, administrators and permitted assignees) of the **SECOND PART**.

[OR]

[If the Purchaser is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, herein after referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**.

[OR]

[If the Purchaser is an Individual]

Mr./Ms. _____, (Aadhar no. _____), son/ daughter of _____, aged about _____, residing at....., (PAN), herein after called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

[OR]

[If the Purchaser is a HUF]

Mr....., (Aadhar no.....), son of..... aged about.....for self and as the Karta of the Hindu Joint

Mitakshara Family known as.....HUF ,having its place of business/residence at.....,(PAN.....), hereinafter referred to as the " Purchaser " (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

AND

ART UNION PRINTING WORKS PRIVATE LIMITED (PAN : AACCA1007G), a private limited company within the meaning of the Companies Act, 1956 having their registered office at 165, Sri Aurobinda Sarani, P.S. Burtola, P.S. Beadon Street, Kolkata -700006, hereinafter called and referred to as the **“OWNER/CONFIRMING PARTY”** (which expression shall where the context so admit include their respective directors, share-holders, officers, successors-in-office, successors-in-interest, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

The **Owner/Confirming Party** is represented by their lawful constituted Attorney namely, Mr. Ritwik Das son of Mr. Rathin Das, residing at 133/1C, Ramdulal Sarkar Street, P.O. Beadon Street, Police Station- Burtola, Kolkata – 700006 (presently residing at 6, Raja Naba Krishna Street, P.O. Hatkhola, P.S. – Shyampukur, Kolkata – 700 005), appointed by virtue of a **Registered General Power of Attorney dated 11.10.2023** duly registered in the office of the Additional District Sub-Registrar, Cossipore, Dum Dum and duly recorded in Book No. - I, Volume No. 1506-2023, Pages from 337951 to 337974, Being No.150611614 for the year 2023.

The Developer/Promoter/Vendor, Owner/Confirming Party and Purchaser shall herein after collectively be referred to as the "Parties"

and individually as a "Party".

WHEREAS

1. That one Bepin Behari Bag of Garui, P.S. Dum Dum was the Makarari-Mourashi tenant in respect of one (1) acre of land at Mouza Garui, P.S. Dum Dum, Sub-Registry Office Cossipore Dum Dum under the landlords, Srees Jitendra Nath Bose, Surendra Nath Bose and Nripendra Nath Bose of Cossipore and was sufficiently seized and possessed of the same and was paying rent in respect of the said land to the said landlords.
2. That the said Bepin Behari Bag a Dayabhaga Hindu died intestate in the year 1915 leaving him surviving two sons, Akshay Kumar Bag and Nemai Charan Bag on whom the property devolved and they being in possession and enjoyment of the said property paid the annual rent thereof to the said landlords and became the recorded tenants under them in Makarari-Mourashi right and used to get Dakhilas in their names from the said landlords.
3. That the said Akshay Kumar Bag, a Dayabhaga Hindu died intestate in the year 1930 leaving him surviving his wife one Ashima Bala Bag without any issue as his sole heiress and legal representative.
4. That the said Ashima Bala Bag and the said Nemai Charan Bag having been in khas possession of the said land paid the annual rent thereof to the said landlords upto 1361 B.S.
5. That the said Nemai Charan Bag and the said Ashima Bala Bag have been recorded as Raiyat Makarari in Revenue Survey held in the year 1931 and as Raiyat Dakhali Sattya in R.S. held in

the year 1954 and each of them has been recorded therein as having eight annas share in the undivided one acre of land at Mouza Garui, Police Station Dum Dum, Sub-Registration Office Cossipore, Dum Dum being in Dag Nos. 416, 417 recorded in Khatian no. 51 of Mouza Garui comprised in J.L. no. 16, R.S. no. 21 appertaining to Touzi nos. 164, 63 of the Alipore Collectorate, 24-Parganas, P.S. Dum Dum Sub-Registration Office Cossipore, Dum Dum in the District of 24-Parganas at an annual rent whereof is Rs. 6.26 paise payable to the State Government, West Bengal through the Collector, 24-Parganas since the West Bengal Estates Acquisition Act came into force.

6. That by virtue of the enactment of the Hindu Succession Act, 1956 the said Sm. Ashima Bala Bag became the absolute owner of the half share of the land as originally owned by her husband Akshay Kumar Bag. As aforesaid the other half share of the said land belong to Nemai Charan Bag.
7. Thus the said Nemai Charan Bag and the said Ashima Bala Bag became the joint owners of the land as aforesaid, both inheriting the same from their respective predecessors-in-interest.
8. That the said owners thereafter entered into a registered agreement dated the 24th day of May, 1965 with the present owner Art Union Printing Works Private Limited to sell the said plot of land together with a passage of 23 feet wide from the road to the land in the South East to North West Direction for ingress and egress to and from the said plot of land more fully and particularly described in the schedule thereunder written free from all encumbrances and lispendenses and attachments

and easements at a price of Rs. 45,000/- (Rupees forty five thousand) only out of which a sum of Rs. 5,001/- (Rupees five thousand and one) only were paid on the 24th day of May, 1965 by the present owner to the erstwhile owner as earnest money / part payment of the purchase money.

9. That the said agreement provided, inter alia that the Land owners would execute and register the necessary conveyance in favour of the Purchaser on receipt of the balance of the purchase money of Rs. 39,999/- (Rupees thirty-nine thousand nine hundred ninety nine) only and deliver vacant possession of the said property (land) together with the passage of 23 feet wide carved out of their own land in Dag no. 425 at Mouza Garui, P.S. Dum Dum to the Purchaser at the time of execution of these presents.
10. Thereafter, by a Registered Deed of Conveyance/Indenture dated 22nd September, 1965 and registered with the Sub-Registrar, Cossipore, South 24 Parganas and recorded in Book No. I, Volume No. 114, pages 113 to 120, being No. 8190 for the year 1965, the said owners Nemai Charan Bag and Ashima Bala Bag sold and transferred the said Land in favour one Art Union Printing Works Private Limited being the present land owner/confirming party herein.
11. The present land owner/confirming party had mutated their names in the records of South Dum Dum Municipality and paying relevant rates and taxes to the said municipality.
12. The name of the land owner/confirming party had also been recorded as the owner of the said land in the concerned records of the B.L. & L.R. O. Barrackpore-II, Panihati Sodepur.

13. That the land owner/confirming party was in actual physical possession of the said Property/said Premises exercising all acts and administration of the estates and although the Owner/confirming party was desirous of developing the said Property/said Premises by constructing a several storied building upon the above said land in accordance with the building plan to be sanctioned by South Dum Dum Municipality but they could not do so due to paucity of funds and lack of experience or technical knowhow to do so.
14. That in such eventuality, the land owner/confirming party had been looking for a competent person/company, who can take upon himself the entire responsibility of developing the said property through an appropriate development program for fruitful utilization of the said property for economic gains and preservation of its value as immovable property and the Developer/Vendor herein, had come forward to initiate a Development Program in respect of the said properties, subject to the terms and conditions agreed by and between the land owner/confirming party and the developer/Vendor.
15. The Owner/confirming party herein of the said of the said Plots of Land was desirous of developing the said Plots of Land, hereinafter referred to as the said "PROJECT LAND", more fully and particularly described in the "**Schedule - A**" by constructing several residential building/ buildings consisting of several flats/apartments, parking spaces and portions etc. along with common areas and facilities and amenities on the said Project Land, hereinafter referred to as the said "PROJECT".

16. The Owner/confirming party herein due to their incapacity of technical knowledge and paucity of funds and time had decided to develop the said Project Land with a suitable developer who has got the adequate experiences and also all capability and/or means to undertake development of such Project.
17. The Owner/confirming party herein of the Project Land and the Developer/Promoter/Vendor herein had a detailed discussion about the prospects of the said Project and they had agreed to work on a “Principal-to-Principal” basis for mutual benefit and had decided on the roles and responsibilities in respect of development of the said Project Land and implementation of the said Project thereon.
18. The Owner/confirming party herein executed a Joint Venture Development Agreement dated 14.12.2022 duly registered in the office of the Additional District Sub-Registrar, Cossipore, Dum Dum and duly recorded in Book No.I, Volume No.1506-2022, Pages from 547725 to 547778, Being No.150616217 for the year 2022, in favour of the Developer/Promoter/Vendor herein for developing their abone mentioned plot of land being part of the said Project Land by constructing residential building/ buildings consisting of several residential flats/apartments, parking spaces, etc. along with common area thereon, being part of the said “Project”, subject to the terms and conditions mentioned therein.
19. The Owner/confirming party herein jointly, to give effect to the said Joint Venture Development Agreement dated 14.12.2022, executed a Registered General Power of Attorney dated 11.10.2023 duly registered in the office of the Additional

District Sub-Registrar, Cossipore, Dum Dum and duly recorded in Book No. - I, Volume No. 1506-2023, Pages from 337951 to 337974, Being No.150611614 for the year 2023 in favour of Mr. Ritwik Das son of Mr. Rathin Das, residing at 133/1C, Ramdulal Sarkar Street, P.O. Beadon Street, Police Station-Burtola, Kolkata – 700006 (presently residing at 6, Raja Naba Krishna Street, P.O. Hatkhola, P.S. – Shyampukur, Kolkata – 700 005), being the nominees and as well as the Director of the Developer/Promoter/Vendor to facilitate the development of the said Project and to sell the Developer's Allocation to any person at any consideration as the Developer/Promoter/Vendor think fit and proper.

20. By virtue of a Deed of Boundary Declaration dated 10.11.2025 duly registered in the office of the Additional District Sub-Registrar, Cossipore, Dum Dum and duly recorded in Book No. - I, Volume No. 1506-2025, Pages from 338943 to 338955, Being No.150611906 for the year 2025, the Owner/confirming party herein have declared the boundary of the NET AREA of the said Project Land.
21. Afterward the Developer/Promoter/Vendor herein obtained all required consents, approvals, sanctions, clearance, NOCs and permissions, etc. in respect of the said Project and also obtained Building Sanctioned Plan vide No.1084 dated 05.12.2024 approved by the South Dum Dum Municipality. The Developer/Promoter agrees and undertakes that it shall not make any changes tThe Developer/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and

Development) Act, 2016 (hereinafter the “ACT”) and other laws as applicable.

22. The said Project is named as “**BLUECHIP I-SQUARE**”.
23. The Developer/Promoter/Vendor herein has registered the said Project under the provisions of the said Act with the West Bengal Real Estate Regulatory Authority under Registration No. WBRERA..... dated
24. The Developer/Promoter/Vendor herein has constructed the said Project in accordance with the said Building Sanctioned Plan as per the specification mentioned in the abovementioned registered Joint Venture Development Agreement at their cost and expenses.
25. The Purchaser herein had applied for a Residential Apartment in the said Project vide Application No. _____ dated and had been allotted the following out of the Developer’s Allocation:
Residential Apartment:
 - (i) Residential Apartment No. –
 - (ii) Block No. -
 - (iii) Carpet Area of the Residential Apartment – about Square Feet
 - (iv) Super Builtup Area of the Residential Apartment – about Square Feet
 - (v) Type of Apartment –BHK
 - (vi) Floor –

hereinafter referred to as the said "Residential Apartment".

Parking Space :

(i) Covered Parking Space – bearing No.....

hereinafter referred to as the said "Parking Space ".

as permissible under the applicable law and of pro rata share in the common areas (hereinafter the "Common Areas") as defined under Clause (n) of Section 2 of the Act, hereinafter jointly referred to as the said "Units", more fully and particularly described in Schedule – B written hereunder and the Floor Plan of the Residential Apartment & Parking Space are annexed hereto and marked as Annexure – B written hereunder and delineated in RED border.

26. The right, title, interest of the Owner/confirming party herein and the Developer/Vendor in the said Project Land have been thoroughly examined and verified by the Purchaser and/or his/her advocate to his/her fullest satisfaction and the Purchaser agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
27. The Purchaser herein has seen, inspected and verified the various Plans sanctioned by the concerned Municipality and all other Permissions and NOCs relating to the said Project and have fully satisfied themselves about the validity and all other aspects thereof and agree and covenant not to raise any objection with regard thereto.
28. The Purchaser has also seen, inspected and verified the technical construction specifications mentioned in the Schedule

– D written below relating to the said Project and have fully satisfied him/herself and agree and covenant not to raise any objection with regard thereto.

29. That accordingly the parties entered into an agreement for sale on.....and agreed the terms of sale amongst themselves.
30. The project proposed to be constructed, have now been completed and ready for possession being delivered and the terms and conditions of the said Agreement to Sale, so far as applicable and so far as not varied by these presents, shall be deemed to form integral part hereof though in case of any inconsistency, the corresponding and/or relevant clause or provision or term of these presents shall prevail.
31. Now the parties herein are desire to execute the Deed of Conveyance for the said Apartment/Unit in accordance to the terms & conditions of the said **Agreement for Sale** dated __ and as such the Promoter hereby transfer the area of the said Apartment/Unit as morefully described in the Third Schedule herein in favour of the Purchaser on execution under this indenture.
32. At or before the execution of this Indenture the Purchaser has fully satisfied himself/herself/ itself as to –
 - a) Title of the Owner /confirming party in respect of the said premises.
 - b) The Right of the Promoter /Vendor to Transfer the Said

Apartment/Unit.

- c) The area and other dimensions and specifications of the said Apartment/Unit agreed to be owned and/or acquired by the Purchaser.
- d) About the workmanship and materials used in construction of the new buildings at the said project.
- e) As to the structural stability of the new building at the said project.
- f) Covered/open car parking space(s) allotted to various persons and/or reserved for the Promoter.
- g) Spaces or area earmarked for Promoter to erect neon signs/hoardings.
- h) Carpet area comprised in the said Apartment/Unit.
- i) The areas reserved for common use and enjoyment.

AND has/have agreed not to raise any objection in respect thereof whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows:

- I. In pursuance of the total consideration of Rs...../- (Rupees.....) only for flat and car parking space i.e. the total price mentioned in the Agreement to Sale dated....., the receipt hereunder written admit and acknowledge to have been received and of and from payment of the same and every part thereof doth hereby forever acquit release transferred with the concurrence of the Owners the Promoter hereby grant sell transfer convey assign All That the flat and car parking space morefully mentioned in the Second Schedule written hereunder together undivided proportionate share in the land and in the common parts and portions (hereinafter

collectively referred to as the said “flat and car parking space”) unto and in favour of the Purchaser the said flat and car parking space and the properties appurtenant thereto) to have and to hold the said flat and car parking space and the properties appurtenant thereto absolutely and forever free from all encumbrances charges liens lispendenses attachments trust whatsoever or howsoever AND TOGETHER WITH the right to use the common area installations and facilities in common with the Co-Purchasers and other lawful occupants of the New Building BUT EXCEPTING AND RESERVING such and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and the Properties Appurtenant thereto (more fully and particularly mentioned and described in the SCHEDULE hereunder written) to have and to hold the said flat and car parking space and the properties appurtenant thereto hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser SUBJECT TO the restrictions (more fully and particularly mentioned and described in the SCHEDULE hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of the said flat and car parking space and the Properties Appurtenant thereto (more fully

and particularly mentioned and described in the
 SCHEDULE hereunder written) to the Promoter/Vendor
 do hereby release, relinquish disclaim and disown all his
 right title and interest into or upon the said flat and car
 parking space and the properties appurtenant thereto unto
 and to the Purchaser herein.

II. AND THE PROMOTER/VENDOR DOTH HEREBY
 COVENANTS WITH THE PRUCHASER as follows:-

- a) THAT notwithstanding any act deed matter or thing
 whatsoever by the Owner/Confirming Party and the
 Promoter/Vendor done or executed or knowingly
 suffered to the contrary the Promoter/Vendor is now
 lawfully rightfully and absolutely seized and
 possessed of and/or otherwise well and sufficiently
 entitled to the said flat and car parking space and the
 Properties Appurtenant thereto hereby granted sold
 conveyed transferred assigned or intended so to be
 and every apart thereof for a perfect and indefeasible
 estate or inheritance without any manner or
 conditions use trust encumbrances to make void the
 same.
- b) THAT notwithstanding any act deed or thing
 whatsoever done as aforesaid the Promoter /Vendor
 now has good right full power and absolute authority
 to grant convey transfer sell and assign all and
 singular the said flat and car parking space and The
 Properties Appurtenant thereto hereby sold conveyed

transferred or expressed so to be unto and to the use of the purchaser in the manner as aforesaid.

- c) THAT the said flat and car parking space and the Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispendens debuttar or trust made or suffered by the Owner /Confirming Party or by the Promoter /Vendor or any person or persons having or lawfully or equitably claiming any estate or interest through under or in trust for the Promoter.
- d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said flat and car parking space and the Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Owner /Confirming Party or by the Promoter /Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendenses debut tar or trust or claims and demands whatsoever created occasioned or

made by the Owner /Confirming Party and by the Promoter /Vendor or any person or persons lawfully or equitably claiming as aforesaid.

- f) AND FURTHER THAT the Owner /Confirming Party and the Promoter /Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said flat and car parking space and the Properties Appurtenant thereto or any part thereof through under or in trust for the Owner /Confirming Party and the Promoter /Vendor shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said flat and car parking space and the Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

- g) THAT the Owner /Confirming Party and the Promoter /Vendor has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said flat and car parking space and the Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or

otherwise.

- h) THAT the Owner /Confirming Party and the Promoter /Vendor doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser to produce or cause to be produced to the purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said flat and car parking space and the properties appurtenant thereto and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE PURCHASER DOES HEREBY AGREE AND COVENANT WITH THE PROMOTER/VENDOR AND OWNER/ CONFIRMING PARTY as follows:-

- a. To regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the maintenance charges payable in respect of the said flat and car parking space.

- b. NOT to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the said flat.
- c. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time.

IV. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT AND CAR PARKING SPACE AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/ PROMOTER AS FOLLOWS:

- a) THAT the Purchaser and all other persons deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user set for the in the SCHEDULE hereunder written.
- b) THAT the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the Municipal rates and taxes and other outgoings including cesses, multistoried Building tax, Water Tax, Urban Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said flat and car parking space and proportionately for the new Building as a

whole and for the common parts and portions.

- c) THE Purchaser shall within three months from the date of execution of these presents apply for obtaining mutation of its name as the owner of the said flat and car parking space from Competent Authority of the concerned municipality and shall also obtain separate assessment of the said flat and car parking space and so long the said flat and car parking space is not separately assessed the purchaser shall pay the proportionate share of the assessed Panchayat/Municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society.

V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- a. THAT the Undivided share in the land comprised in the said Premises hereby sold and transferred and attributable to the said flat and car parking space shall always remain indivisible and impartible.
- b. THAT from the date of handing over, the Promoter shall not have any liability, obligation or responsibility whatsoever regarding the Common Portions / the Buildings/ the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for

any statutory compliances, permissions and licenses regarding the Common Portions / the Buildings/ the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment/Unit Owners i.e. the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment/Unit Owners i.e. the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license, etc. and the Promoter shall sign necessary papers upon being requested in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over, only the flat and car parking space, the Purchaser and/or the Association shall have the entire liability, obligation or responsibility whatsoever.

- c. THAT the Promoter /Vendor shall have right to use the ultimate roof and such other spaces in the complex as may be demarcated exclusively for itself and shall have right to erect any neon signs or hoardings on the roof including Mobile Towers. The revenue generated from such hoardings/erections shall belong to the Promoter /Vendor. All expenses in this regard

including but not limited to electricity consumption shall be borne and discharged by the Promoter /Vendor. The Promoter /Vendor shall be entitled to further horizontal or vertical extension on the said premises or on any part or portion of the said Building and such construction shall be in accordance with Plan. The Purchaser acknowledges such right of the Promoter /Vendor and agrees not to raise any objection in this regard.

- d. The right of the purchaser shall remain restricted to the said flat and car parking space and it is hereby expressly agreed that the roof/terrace and other open spaces of the said new Building and premises shall be the absolute property of the Promoter /Vendor to whom the roof/ terrace and other open spaces is allotted and the Purchaser or any person claiming through it shall not have any right or claim in respect of thereof.
- e. The said new Housing complex shall always be known as “ **BLUECHIP I-SQUARE**”.
- f. At or before entering into these presents the Purchaser has made himself/herself/themselves aware that the said New Building is a composite of Residential flat and car parking space and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.
- g. The Purchaser shall at its own cost immediately after the execution of this Deed apply to WBSEB Ltd./CESC

Limited for obtaining a separate electric meter and until such separate meter is obtained the Promoter shall temporarily provide a Sub Meter and the Purchaser shall regularly and punctually make payment of the electricity charges at a cost to be fixed by the Promoter.

VI. AND THE PURCHASER DOES HEREBY FURTHER AGREE AND COVENANT WITH THE PROMOTER/VENDOR as follows:-

- a) Until the formation of the Association/Society of the Purchaser which may include the Promoter /Vendor or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions up to one year from the date of handover of the flats SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the SCHEDULE hereunder written.
- b) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest as per Rules per annum PROVIDE HOWEVER if the said default shall continue for a period of more than 30 days from the date of new payment become due then and in that event the Promoter and/or the Association/Society shall –

- i) Discontinue the use of common services.
 - ii) Discontinue the supply of water.
 - iii) Prevent use of the lifts and such services shall not be restored until all the amounts together with interest shall be fully paid.
- c) Within three months from the date of execution of this Deed of Conveyance the Purchaser shall apply to Competent Authority for mutation of its names with the Competent Authority and until such time such mutation is effected the Purchaser shall be liable to make payment of the proportionate share of the panchayat rates taxes and other outgoings in respect of the said Apartment/Unit and proportionately for the building.
- d) The amount deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Promoter /Vendor until such time the Association/Society takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of panchayat rates taxes and other outgoings including maintenance charges.

- e) The right of the Purchaser shall remain restricted to the said flat and car parking space and in no event the purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Promoter /Vendor in selling transferring making out or letting out the remaining unsold area on and covered spaces and to carry out repairs renovations and improvements in the said building and for use the same for any commercial purpose.

FIRST SCHEDULE

(SAID PLOTS OF LAND/NET PROJECT LAND ABOVE REFERRED TO)

PLOTS OF LAND/PROJECT LAND

ALL THAT one (1) acre land lying and situated at Mouja Garui, P.S. Dum Dum, Sub-Registration office Cossipore Dum Dum, J.L. no. 16, C.S. Dag nos. 416 and 417, C.S. Khatian No.51, R.S. Dag no. 416, 417 and 425 and L.R. Dag nos. 725, 726, corresponding to L.R. Khatian no. 3829, R. S. no. 21 appertaining to Touji nos. 164, 63, bearing Holding no. 57, Panchanan Sarkar Road, Mouja Garui, P.S. Dum Dum, within Ward no. 4 of South Dum Dum Municipality, Kolkata – 700065 along with a passage of 23 ft. wide curved out of land in Dag no. 425 alongwith structures standing approx 2500 sq.ft. pucca structure and 1500 sq.ft. kancha structure thereon TOGETHER WITH all other residuary right, title and interest appertaining thereto. The said Plot is bounded as follows:

On the North		By Matkal Mouja no. 15
On the East		By Dag no. 424 and the remaining portion of Dag no. 425 wherefrom a passage of 23 ft. wide has been curved out
On the South		By Dag nos. 410, 411, 414 and 415

On the West	By Matkal Mouja no. 15
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SECOND SCHEDULE

(SAID FLAT AND CAR PARKING SPACE ABOVE REFERRED TO)

FLAT

ALL THAT one self-contained **Residential Apartment** being **Apartment No. –**, Tiled Floor with Lift and other facility, measuring about **Square Feet Carpet Area (corresponding to about Square Feet Super Built-up Area)**, situated on the **Floor of Block No. –** of the **Project** named as “**BLUECHIP I-SQUARE**” out of the **Developer’s Allocation**, lying and situated in and TOGETHER WITH undivided proportionate share of land in said **Project Land** as described in the **Schedule A** written above, ALONG WITH right to common uses of the common areas, facilities and amenities with the other Co-Owners in the said **Project** as described in the **Schedule E** written below, TOGETHER WITH obligation to bear proportional common expenses and obligations of the said **Project** with the other Co-owners as described in the **Schedule F** written below, ALONG WITH obligation to obey and observe the common rules as described in the **Schedule – H** written below AND TOGETHER WITH easement and quasi-easement right as described in **Schedule – I** written below and ALONG WITH other stipulations, provisions mutual covenants mentioned herein in connection with the beneficial use and enjoyment of said Unit, delineated with **RED Border** in the Floor Plan marked as **Annexure – B**.

CAR PARKING

ALL THAT one covered/open car parking space bearing no.....admeasuring 135 sq.ft. in the ground floor/basement of the aforesaid project.

THIRD SCHEDULE

(COMMON AREAS, AMENITIES & FACILITIES ABOVE REFERRED TO)

A. COMMON AREAS:

- (i) the entire land for the real estate **Project** or where the **Project** is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) All staircases of the **Project** along with their full and half landings with stair covers on the ultimate roof, lifts, staircase and lift lobbies;

- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
- (iv) Common entrance and exit gates of the said **Project**;
- (v) Paths, passages and driveways in the said **Project** other than those reserved for exclusive use of any Co-owner;
- (vi) Reserved space in the open compound of the said **Project** for parking of two motor cars for visitors to the Apartment holders;
- (vii) Residents' Club with well-equipped Gymnasium;
- (viii) Swimming pool, with toilet facility;
- (ix) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s;
- (x) Demarcated space for Diesel Generator set of sufficient capacity.
- (xi) Effective Fire fighting system with fire escapes and Fire pump Rooms;
- (xii) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different apartments;
- (xiii) Underground and Overhead water reservoir;
- (xiv) Water waste and sewerage evacuation pipes from the apartments to drains and sewers, common to the **Project** and from there to the municipal drain;
- (xv) Electrical rooms in the ground floor;
- (xvi) DG panel room in the ground floor;
- (xvii) Security control Room for darwan / security guards in the ground floor of each block;
- (xviii) Common toilets in the Ground Floor;
- (xix) Iron removal plant;
- (xx) Boundary walls.
- (xxi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (xxii) all community facilities as provided in the real estate **Project**;
- (xxiii) all other portion of the **Project** necessary or convenient for its maintenance, safety, etc., and in common use;
- (xxiv) Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Apartment,) (c) Water Treatment Plant (d) all the pipes and fittings provided for sewage and drainage line including connection to the **North 24 Paragana Zila Parishad** main drain;

- (xxv) Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Pump and Motor, (c) Lift with all its installations.

B. FACILITIES AND AMINITIES:

- a. Diesel Generator Set with its installations
- b. CCTV
- c. AC Community Hall
- d. AC Multi Gym
- e. Fire Fighting
- f. Roof Top Garden
- g. Swimming Pool

Others: Other common area and installations and/or equipment as may be provided in the **Project**, which are not included in the aforesaid schedule, for common use and enjoyment.

*** Disclaimer- all amenities are indicative and subject to changes

FOURTH SCHEDULE

(COMMON EXPENSES ABOVE REFERRED TO)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the Said Building/s and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said **Project**, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said **Project** so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (Including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep

Tube Well etc., as applicable) and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) Including their bonus, other emoluments, benefits etc.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said **Project** (save those assessed separately in respect of any apartment/flat, Parking Space etc.).
5. **INSURANCE:** Insurance premium, If incurred for insurance of the said Building/s/**Project** and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and charges Incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the presently Promoter and subsequently Apartment Owners' Association for the common purposes.

FIFTH SCHEDULE

(COMMON RULES)

- a) The lobbies, entrances and stairways of the **Project** shall not be obstructed and used for any purpose other than ingress to and egress from the **Apartment** in the Building.
- b) No occupier in the **Project** shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No

occupier shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his apartment with such intensity as will disturb or annoy other occupants of the Building.

- c) No article shall be allowed to be placed on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer and after formation of the Apartment Owners' Association such approval are to taken from the Apartment Owners' Association.
- d) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer or Apartment Owners' Association or FMC, as the case may be;
- e) Water-closets and other water apparatus in the **Project** shall not be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the owners in whose apartment it shall have been caused.
- f) No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators (except the service elevators, if any) or in any of the common portions of the **Project** unless accompanied. However in case there is no service elevator then such pets can be allowed along with its owner.
- g) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said **Project**.
- h) Garbage and refuse of the apartments shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer/FMC/ Apartment Owners' Association.
- i) Only drills can be used to drive nails into the walls of the apartments. However, no drills can be used in the kitchen or toilet without the supervision of the representative of the Developer or the Apartment Owners' Association, as the case may be.
- j) The entire **Apartment** has been provided with specific electrical loadings. So care should be taken to avoid any overloading of the electrical points. in case of overloading, MCBs provided within the **Apartment** will trip down.

- k) Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
- l) No Units/apartment owner shall send any employee of the Developer/Promoter or Apartment Owners' Association or FMC on any private business or personal errand.
- m) Colour of external balcony shall not be changed as the same will then change the elevation of the **Project**.
- n) No games or sporting activities are allowed which may cause damage to the landscaped areas or the **Project**.
- o) The lobby should be kept clean at all times.
- p) No tenant of a apartment shall be allowed to occupy such apartment unless the tenant is introduced to the designated representative of the Developer or the Apartment Owners' Association or the FMC so that he may be recognized as a bona fide occupant of the apartment for security and billing purpose.
- q) To register all domestic helps and drivers along with current photographs with the Developer or the Association, as the case may be, and obtain identity cards that the Developer or the Apartment Owners' Association or the FMC, as the case may be, will issue them after they fill up an information sheet that the Developer or the Apartment Owners' Association or the FMC, as the case may be, will provide them. In the interest of security no domestic helps and drivers shall be allowed entrance into the **Project** till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the owner/promoter or the Apartment Owners' Association or the FMC, as the case may be so that records can be updated. The occupier concerned shall be solely responsible and liable to make good any loss that may be sustained by any person for non-compliance of the above guideline by such occupier.
- r) While sending any goods or materials out of the entire **Project** by the help of domestic helps/contractors or any other person, appropriate authorisation shall have to be provided to such carriers of such goods so that there is no risk of thefts. 'Material Out Gate Pass' register will be available with the security desk and the occupier concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.
- s) Pets shall be immunized and be kept on a leash while in the common areas of the complex. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the complex campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable

- with the pets boarding the same elevator.
- t) Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
 - u) No bills shall be stuck anywhere on the **Project** or in any place within the Project.
 - v) No cooking will be allowed in the Common Areas, Parking Spaces and Servants Quarter by the Apartment Owners, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer or the Apartment Owners' Association.
 - w) Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
 - x) Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.
 - y) Car parking stickers should be obtained from the Apartment Owners' Association (as and when created by Association) in order to allow the Apartment Owners' Association or FMC or Promoter to track authorized vehicles.
 - z) The Developer/Promoter or Apartment Owners' Association or FMC shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.
 - aa) The Purchaser, other apartment owners and the residents of the Building shall not be entitled to park their cars or vehicles at the Visitors' Parking Spaces.
 - bb) Allow the Developer/Promoter to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Purchaser hereby consent and waive all rights to enable the Developer to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

Fit-out Rules/Guidelines

The Developer/Promoter/FMC/ Apartment Owners' Association reserves the rights to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the occupiers fit-out processes so as to ensure that:

- (i) The fit-out works are carried out in accordance with the approved plans;
- (ii) The fit out works are in compliance with the guidelines as framed by Developer/Promoter/FMC/ Apartment Owners' Association.

SIXTH SCHEDULE

(EASEMENTS)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Units as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto Excepting And Reserving unto the Owners, Promoter and the other Co-owners and the Apartment Owners' Association the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set forth below.
2. The right of access and way in common with the Owners, Promoter and/or other occupiers of the said **Project** at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Units PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person, deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Owners, Promoter and the other Co-owners and the Apartment Owners' Association entitled to such way as aforesaid.
4. The right of protection of the said Units by and from all parts of the **Project** so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Units through pipes drains wires and conduits lying or being in under through or over the other parts of the

premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Units.

6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the **Project** for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the building and the Common Areas and Installations Insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Owners, Promoterand/or Apartment Owners' Association and/or the co-owner affected thereby.

The undermentioned rights easements quasi easements and privileges appertaining to the premises shall be excepted and reserved for the Owners, Promoterand other Co-owners and/or occupiers of the other part or parts of the **Project**:

1. The right of access and way in common with the Purchaserand/or other person or persons entitled to the other part or parts of the **Project** at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Purchaserand other person or persons as aforesaid of electricity water and waste or soil from and to any part (other then the said Units) of the other part or parts of the **Project** through pipes drains wires conduits lying or being in under through or over the said Unitsand all other parts of the **Project** as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the **Project**.
3. The right of protection of other part or parts of the **Project** by all parts of the said Unitsso far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the **Project**.

5. The right with or without workmen and necessary materials to enter from time to time upon the said Units for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Owners, Promoter and Apartment Owners' Association and the occupiers of other part or parts of the **Project** shall give to the Purchaser prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

MEMORANDUM OF PAYMENT OF TOTAL PRICE

RECEIVED a sum of **Rs...../- (Rupees)** only as total consideration/Total Price for the said Units as mentioned in **SCHEDULE – B** of this Agreement from the Purchaser as follows:

Particulars of the Part of Total Price	Amount (INR)
Application Money: By UPI, dated drawn on	Rs...../-
At the time of this Agreement: By Cheque No., Dated, drawn on	Rs...../-
During the continuance of the agreement : By Cheque No., Dated, drawn on	Rs..... /-
At the time of execution of Sale Deed: By Cheque No., Dated, drawn on	Rs...../-
TOTAL AMOUNT	Rs...../-

SIGNED SEALED & DELIVERED by the

PARTIES in the Presence of :-

WITNESSES:

1,

**SIGNATURE OF THE
DEVELOPER/PROMOTER/VENDOR**

IN WITNESS WHEREOF THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS DEED OF CONVEYANCE/SALE DEED IN THE PRESENCE OF WITNESSES ON THIS THE DAY FIRST ABOVE

WRITTEN.

SIGNED SEALED & DELIVERED by the

PARTIES in the Presence of :-

WITNESSES:

1,

**SIGNATURE OF THE
DEVELOPER/PROMOTER/VENDOR**

2.

SIGNATURE OF THE PURCHASER

**SIGNATURE OF THE
OWNER/CONFIRMING PARTY**

**Represented by their Lawful
Constituted Attorney**

Drafted and prepared in my chamber

Sumanta Biswas, Advocate

High Court at Calcutta,

10, Old Post Office Street,

4th Floor, Room No. 107/4,

Enrollment No. F/1486/1490/2000

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