

DEED OF CONVEYANCE

THIS INDENTURE is made on this the _____ day of _____, Two Thousand and Twenty Six (2026) A.D.

B E T W E E N

FIRSTBLISS ENTERPRISES PRIVATE LIMITED
Rutip Telle

DIRECTOR

FIRSTBLISS ENTERPRISES PRIVATE LIMITED (PAN: **AAFCE1645J**, CIN: **U74999WB2022PTC256032**) a company incorporated under the provisions of the Companies Act, 2013 having its registered Office at 428 Parnasree Pally Road No-III, 2nd Floor Raj Laxmi Apartment, Ward No. 131 under KMC, P.O. & P.S.- Parnasree, Kolkata- 700060, represented by its one of the Director **MR. DILIP TAHLANI** (PAN: **ABVPT1246P**), son of Sri Thakurdas Tahlani, by faith-Hindu, by Occupation – Business, by Nationality-Indian, residing at Mailing Address No. 428, Parnasree Pally, P.O. & P.S.- Parnasree, Kolkata – 700 060; hereinafter called and referred to as the **OWNER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors-in-office, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

_____ (PAN:_____,) son of _____, by faith- Hindu, by Occupation- _____, Nationality-Indian, residing at _____, _____, Post Office-_____, Police Station: _____, Kolkata-_____, 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 her, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the State of West Bengal through its Land and Land Revenue Department acquired land measuring 75.77acres, be the same or a little more or less, including Plot No. 227, C.S. Dag Nos. 357, 660 & 662, 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 Act1940, having its registered Office at Parnasree Pally, Behala, District : 24-Parganas (hereinafter referred to as the ***“Said Samity”***) by Declaration No. 3176L. 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 hereinabove.

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 for residential purposes by way of formation and making roads and opened out free access leading to the said plots under different Scheme Nos. I, II, III and IV and offered to sell such plots to the members or Allottees of the said Samity.

AND WHEREAS one Sudhir Chandra Roy, son of Late Jogesh Chandra Roy, being one of the members, approached the authority of the said Samity expressing his eagerness for purchasing one of such plot, being Society Plot No. 227, measuring an area of 4(four) Cottahs 1 (one) Chittack 37 (thirty seven) Square Feet, be the same or little more or less, lying and situate in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana- Balia, Police Station - Behala, within the South Suburban Municipality, District-24 Parganas.

AND WHEREAS the Authority of the said Samity agreed to sell, convey and transfer the said Society Plot No. 227, measuring an area of 4(four) Cottahs 1 (one) Chittack 37 (thirty seven) Square Feet, be the same or little more or less, lying and situate in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana- Balia, Police Station - Behala, within the South Suburban Municipality, District-24 Parganas, in favour of Sudhir Chandra Roy.

AND WHEREAS by virtue of a registered Deed of Indenture dated 25.09.1975, the said Samity sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 1 (one) Chittack 37 (thirty seven) Square Feet, be the same or a little more less, lying and situate in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana- Balia, Police Station - Behala, within the South Suburban Municipality, District-24 Parganas, in favour of

Sudhir Chandra Roy, son of late Jogesh Chandra Roy. The said Deed Indenture was registered at the Office of the District Sub-Registrar Alipore, 24-Parganas and entered in Book No. I, Volume No.240, Page from 152 to 159, Being No.9817 for the year 1975.

AND WHEREAS after purchasing the aforesaid property, the said Sudhir Chandra Roy thus became absolutely and indefeasibly seized and possessed of the same as Owner thereof and enjoying it by paying all up-to-date taxes and outgoings to the appropriate authorities.

AND WHEREAS by virtue of a registered Deed of Sale dated 11.01.1982, the said Sudhir Chandra Roy sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 1 (one) Chittack 37 (thirty seven)Square Feet, be the same or a little more less, lying and situate in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana- Balia, Police Station – Behala, within the South Suburban Municipality, District-24 Parganas, in favour of Mamata Bardhan, wife of Ranajit Mohan Bardhan. The said Deed of Sale was registered at the Office of the District Registrar at Alipore and entered in Book No. I, Volume No. 240, Page from 152 to 159, Being No. 210 for the year 1982.

AND WHEREAS by virtue of Purchase, the same Mamata Bardhan, became the absolute Owner of the aforesaid property, owned and possessed of the same without interruption from anybody else and enjoying the same by paying taxes and outgoings to the appropriate authorities

AND WHEREAS the said Mamata Bardhan got a Plan Sanctioned from the Calcutta Municipal Corporation, for construction of a three storied building upon the aforesaid property and in conformity with the Sanction Plan, the said Mamata Bardhan, constructed a three storied building upon the aforesaid property.

AND WHEREAS subsequently, the aforesaid house property, included with the Kolkata Municipal Corporation and the said Mamata Bardhan, got her name mutated in the records of the Kolkata Municipal Corporation and the property has since been known as KMC Premises No. 110, Parnasree Pally Road No. IV, Police Station-Parnasree, Kolkata-700060, within the territorial limits of the Kolkata

Municipal Corporation under Ward No. 131 under Assessee No. 41-131-16-0110-0, District: South 24-Parganas and enjoying the same by paying taxes and outgoings to the appropriate authorities.

AND WHEREAS during her life time, the said Mamata Bardhan executed her last Will and Testament dated 07.11.2008 bequeathing her all movable and immovable assets and property in favour of her husband namely, Ranajit Mohan Bardhan. If the said Ranajit Mohan Bardhan does not survive then the entire assets and property distributed to her son namely, Indrajit Bardhan and daughter namely, Mahua Guha in equal share. By virtue of this last Will and Testament, Ranajit Mohan Bardhan was appointed as the sole executor. If the said Ranajit Mohan Bardhan predeceased, the said Mamata Bardhan, Suchita Ghosh, her younger sister to be the sole executrix of the said last Will and Testament. In case the said Suchita Ghosh is unable to act then Shanta Ghosh, her cousin to be sole executrix of the said last Will and Testament.

AND WHEREAS the said Mamata Bardhan died testate on 11.05.2020, leaving behind her last Will and Testament. After the demise of the said Mamata Bardhan, the said Suchita Ghosh, one of the executrix of the said last Will and Testament filed application for obtaining Probate before the Hon'ble High Court at Calcutta, which was registered as P.L.A. No. 98 of 2022. It is pertinent to mention herein that the said Ranajit Mohan Bardhan, husband of the said Mamata Bardhan, predeceased on 02.03.2019.

AND WHEREAS after taking evidence and proof of the said Will, the Probate of the Will was granted and on payment of Court fees formal Probate was granted by the Hon'ble High Court at Calcutta.

AND WHEREAS in terms of the Will and its Probate, the said Indrajit Bardhan and Mahua Guha became the joint absolute Owners of the aforesaid house property being KMC Premises No. 110, Parnasree Pally Road No. IV, owned and possessed of the same without interruption from anybody else and got their names mutated in the records of the Kolkata Municipal Corporation under Assessee No. 41-131-16-0110-0 and enjoying the same by paying taxes and outgoings to the appropriate authorities.

AND WHEREAS by virtue of probate the said Indrajit Bardhan and Mahua Guha became the joint owners of **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 1 (one) Chittack 37 (thirty seven) Square Feet, be the same or a little more less, whereupon a three storied building standing thereon, lying and situated in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana- Balia, at and being KMC Premises No. 110, Parnasree Pally Road No. IV, Police Station-Parnasree, Kolkata-700060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131 under Assessee No. 41-131-16-0110-0, District: South 24-Parganas, together with all rights of easements, amenities and facilities annexed thereto.

AND WHEREAS by virtue of a registered Deed of Conveyance dated _____ the said Mahua Guha for self and constituted Attorney of Indrajit Bardhan and jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 1 (one) Chittack 37 (thirty seven) Square Feet, be the same or a little more less, whereupon a three storied building standing thereon, lying and situated in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana- Balia, at and being KMC Premises No. 110, Parnasree Pally Road No. IV, Police Station-Parnasree, Kolkata-700060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131 under Assessee No. 41-131-16-0110-0, District: South 24-Parganas, together with all rights of easements, amenities and facilities annexed thereto, unto and favour of **FIRSTBLISS ENTERPRISES PRIVATE LIMITED**. The said Deed of Conveyance was registered at the Office of District Sub-Registrar -II at Alipore, South 24-Parganas and entered in Book No. I, Volume No._____, Page from_____ to _____, Being No._____, for the year _____.

AND WHEREAS after purchasing the aforesaid house property, the present Owner/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. _____ 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 ground plus three storied building upon the land of the aforesaid property, got a plan sanctioned in its name from the Kolkata Municipal Corporation, being Permit No. _____ dated _____ (hereinafter referred to as the “**Sanction Plan**”).

AND WHEREAS demolishing the existing building, in conformity with the sanction plan, the Owner/Vendor has completed construction of a ground plus three storied building consisting of several flats and car parking spaces named as “_____” (hereinafter referred to as the said “**Building**”) upon **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 1 (one) Chittack 37 (thirty seven) Square Feet, be the same or a little more less, lying and situated in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana-Balia, at and being KMC Premises No. 110, Parnasree Pally Road No. IV, Police Station-Parnasree, Kolkata-700060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, under Assessee No. _____, together with all access, 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** self contained flats, being **Flat No.**____ measuring _____ Square Feet super built-up area, be the same or a little more or less, on the _____ **side** of 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 of the land underneath including all access 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 have agreed and offered to

purchase the aforesaid flat, being **ALL THAT** self contained flats, being **Flat No.**____ measuring _____ Square Feet super built-up area, be the same or a little more or less, on the _____ **side** of 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, **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. 110, Parnasree Pally Road No. IV, Police Station-Parnasree, Kolkata-700060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, which has been specifically described in the **SCHEDULE- B** hereunder written (hereinafter collectively referred to as the “***said flat and car parking space***”) from the Vendor/Owner.

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

AND WHEREAS in terms of the Agreement for Sale, the Purchasers have paid the entire consideration money to the Owner/Vendor and the Owner/Vendor has delivered possession of the said flat and car parking space to the Purchasers and hereby execute the Deed of Conveyance in respect of the flat and car parking space and the properties appurtenances thereto including undivided impartible proportionate share of the land together with common areas, portions, easement access, 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 Rs._____-/- (Rupees _____) only paid by the Purchasers 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 Purchasers and the said flat and car parking space, the Owner/ Vendor doth hereby grant, sell, convey, transfer, assigns and assure unto the Purchasers the said flat and car parking space which has been specifically described in the “ **SCHEDULE-“B”** hereunder **AND TOGETHER WITH** an undivided and impartible share in the land underneath of the building morefully described in the “ **SCHEDULE-“A”** hereunder **AND TOGETHER WITH** the common areas, portions, facilities, amenities and installations in the said Building morefully described in the “ **SCHEDULE-“C”** 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 and car parking space, the premises, the Land and the building by the Purchasers and the Co-owners morefully described in the “**SCHEDULE-“D”** hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the “ **SCHEDULE-“E”** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the “**SCHEDULE-“F”** hereunder written **AND ALSO** subject to the Purchasers regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the “**SCHEDULE-“G”** hereunder written and the rights appurtenant thereto **AND TOGETHER WITH** the access and properties appurtenant thereto, the said flat and car parking space are 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 car parking space and other access 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 car parking space and all others benefits, access 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 Purchasers, free from all encumbrances, trust, lien, lispense and attachment whatsoever **TO HAVE AND TO HOLD** the said flat and car parking space 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 Purchasers paying and discharging all taxes, impositions and other common of the said flat and car parking space to the Purchasers relating to the premises, proportionately and the said flat and car parking space and wholly.

II. **THE OWNER/VENDOR HEREBY COVENANTS WITH THE PURCHASERS** as follows :-

1. **THAT** notwithstanding any act, deed, matter or thing whatsoever hereto-before 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 and car parking space **TOGETHER WITH** undivided impartible proportionate share of the land underneath of the building and also the benefits, access and properties free from all encumbrances whatsoever and the Owner/Vendor has the sole access, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers, the said flat and car parking space **TOGETHER WITH** undivided impartible proportionate share of the land underneath of the building and also the benefits, access and properties hereby sold and conveyed.

2. **AND THAT** it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and to use, hold and enjoy the said flat and car parking space and all benefits, access 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 Purchasers 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 and car parking space **TOGETHER WITH** the benefits, access and properties hereby granted, unto the Purchasers 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 Purchasers produce or cause to be produced before the Purchasers or their 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 Purchasers such attested or other copies of or extracts there from as the Purchasers such attested or other copies of or extracts there from as the Purchasers may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncanceled.
5. **AND THAT** the Owner/Vendor shall not do anything or make any grant or term, whereby the rights or the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the access available to the Purchasers in respect of the said flat and car parking space hereunder.
6. **AND THAT** the said flat and car parking space hereby sold, conveyed and transferred unto the Purchasers 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 Purchasers in mutating their names in the records of the Kolkata Municipal Corporation and other authorities in respect of the said flat and car parking space.
8. **AND THAT** the Purchasers shall have exclusive and free rights to sell, lease, gift, mortgage, transfer and /or assigns the said flat and car parking space 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.
10. **AND THAT** the Owner/Vendor shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both.

III. **THE PURCHASERS DO HEREBY COVENANTS WITH THE OWNER/ VENDOR** as follows :-

1. **THAT** the Purchasers have inspected the building and the said flat and car parking space 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 Purchasers are completing the purchase hereunder.
2. **AND THAT** the Purchasers 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 car parking space and the Common Areas and/or the Building, proportionately, including the Common Expenses from the date of handing over possession of the said flat and car parking space
3. **AND THAT** the Purchasers have received peaceful vacant possession of the said flat and car parking space in complete satisfaction.

4. **AND THAT** the Purchasers 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 car parking space and the benefits, right and properties hereby sold and conveyed.
 5. **AND THAT** the Purchasers 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 and car parking space 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 Purchasers shall keep the said flat and car parking space 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 Purchasers 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 and car parking space which has been installed at the space underneath the stair of the ground floor to record consumption of electricity at the said flat and car parking space.
 8. **AND THAT** the Purchasers 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 Purchasers or any other person occupies the said flat and car parking space shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

THE SCHEDULE -A ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of land measuring 4(four) Cottahs 1 (one) Chittack 37 (thirty seven) Square Feet, whereupon a ground plus three storied building standing thereon, named as “ _____”, lying and situated in C.S. Dag Nos. 357, 660 & 662, under C.S. Khatian No. 66 of Mouza-Behala, J.L. No. 2, Pargana- Balia, at and being KMC Premises No. 110, Parnasree Pally Road No. IV, Police Station-Parnasree, Kolkata- 700060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131 under Assessee No. 41-131-16-0110-0, District Sub Registrar office at Alipore and Additional District Sub Registrar office at Behala, District: South 24-Pargnas, together with all access of easements, amenities and facilities annexed thereto, which is butted and bounded as follows:-

ON THE NORTH : By Premises No. 753/1, Parnasree Pally;

ON THE SOUTH : By 20 Feet wide KMC Road;

ON THE EAST : By Premises No. 226, Parnasree Pally;

ON THE WES : By Premises No. 228, Parnasree Pally;

THE SCHEDULE - B ABOVE REFERRED TO

(Description of the said flat and car parking space hereby sold)

ALL THAT self contained flats, being **Flat No.**_____ measuring _____ Square Feet super built-up area, be the same or a little more or less, on the _____ **side** of the _____ **Floor** of the building and cover parking space being no. _____ & area measuring 135 square feet, be the same or a little more or less, on the **Ground floor** of the building, **TOGETHER WITH** undivided impartible proportionate share and/or interest in the land comprised in the said premises mentioned in **SCHEDULE-A** 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. 110, Parnasree Pally Road No. IV, Police Station-Parnasree, Kolkata- 700060, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, District-South 24-Parganas. The said flat and car parking space is

delineated with “**Red**” border in the annexed Map or Plan and the Map or Plan should be treated as part of this Deed.

THE SCHEDULE – C 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 on 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 SCHEDULE – D ABOVE REFERRED TO
(Easements)

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

- a) The access of common passage, user and movement in all the Common Portions.
- b) The access 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 and car parking space.
- 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 access 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 car parking space and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said flat and car parking space 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 said flat and car parking space 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 SCHEDULE – E 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 Purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said flat and car parking space and the same shall be heritable and transferable as other immovable properties.

2. **MUTATION, TAXES AND IMPOSITIONS:**

2.1. The Purchasers shall after the transfer being completed in terms hereof, apply for and has the said flat and car parking space separately assessed and mutated for the purpose of assessment of Municipal rates and taxes. Until such time as the said flat and car parking space shall not be separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.

2.2. Upon the mutation of the said flat and car parking space in the names of the Purchasers for the purpose of assessment of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition in respect of the said flat and car parking space and proportionately in respect of the common portions, if any.

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

3.1. Upon the Purchasers fulfilling their obligation and covenant 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 Purchasers shall co-operate with Association in that respect.

3.2. The Purchasers 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 Purchasers shall abide by the same.

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

The Purchasers shall, at their own costs, wholly in case it relates to the said flat and car parking space 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 SCHEDULE – F ABOVE REFERRED TO

(User of the said flat and car parking space and the common portions)

After the date of delivery, the Purchasers shall, at their own costs, keep the said flat and car parking space 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 car parking space 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 PURCHASERS 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 and car parking space or any part thereof for any purpose other than for residential purpose for which it is meant the car parking space only for park the car.
8. To carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat and car parking space 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 Purchasers 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 and car parking space.
13. To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said flat and car parking space.
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 said flat and car parking space 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 said flat and car parking space of the said building.

THE SCHEDULE – G ABOVE REFERRED TO
(Common expenses)

The Purchasers shall regularly and punctually pay to the Owner/Vendor 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 Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including 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 **PURCHASERS***

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. _____/- (Rupees _____) only as full and final consideration from the above-named Purchasers in respect of the said flat and car parking space mentioned in **SCHEDULE – B** hereinabove, as per Memo below: -

Particulars of the Consideration	Amount (Rs.)
TOTAL AMOUNT	Rs. _____/-

(Rupees _____) only

WITNESSES:-

1.

FIRSTBLISS ENTERPRISES PRIVATE LIMITED
Atip Telle
DIRECTOR

2.

Signature of the **OWNER/VENDOR**

Drafted by and Prepared
in my Office of :-

Binay Kumar Seth

Advocate

Enrolment No. F/32/13/2017 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027