

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of 20_____

(Two Thousand _____)

By and Between

(1) SMT. EVA MUKHERJEE (PAN:BDUPM0677D), wife of Late Jayanta Kumar Mukherjee, a Housewife, by religion Hindu, by nationality Indian and residing at 99, Garfa Main Road, Post Office Santoshpur, Police Station Survey Park (previously Purba Jadavpur), Kolkata- 700075, District: South 24 Parganas, **(2) SMT. INDRANI BHATTACHARJEE** (PAN:AXSPB2749L), daughter of Late Jayanta Kumar Mukherjee, wife of Sri Sandip Bhattacharjee, A Housewife, by religion Hindu, by nationality Indian and residing at Flat No. 1B, ' Baitalik Apartment', 422, Garfa Main Road, Post Office Santoshpur, Police Station Garfa (previously Purba Jadavpur), Kolkata- 700075, District South 24 Parganas, **(3) SRI KAMAL KUMAR DAS** (PAN:ACMPD9866B), son of Late Satya Charan Das, by occupation Service, by religion Hindu, by nationality Indian and residing at 8B, Middle Road, Post Office Santoshpur, Police Station Survey Park (previously Purba Jadavpur), Kolkata - 700075, District South 24 Parganas and **(4) SRI SAMIR NANDY** (PAN:ABQPN0648A), son of Late Jadu Gopal Nandy, by occupation Business, by religion Hindu, by nationality Indian and residing at 18 D, Garfa Sitala Mandir Road, Post Office Santoshpur, Police Station Survey Park (previously Purba Jadavpur), Kolkata - 700075, District South 24 Parganas, hereinafter jointly called and referred to as the "**LAND OWNER**" do hereby send greetings represented by their constituted attorney - M/S. BLUESKY CONSTRUCTION, a Proprietorship Firm having its Principal Office at 19, Garfa Bhattacharjee Para Lane, Police Station- Garfa, Kolkata- 700 075, District South 24 Parganas and being represented by its Sole Proprietor namely **SRI JAYANTA MALAKAR**, (PAN:AEVPM3664D), Son of Sri Ranjit Malakar, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, Residing at 7, Bhattacharjee Para, Garfa Main Road, Police Station- Garfa, Post Office- Santoshpur, Kolkata- 700075, District: South 24 Parganas, hereinafter referred to as the "**DEVELOPER AND PROMOTER**", said General Power of Attorney for Development was executed

For **BLUESKY CONSTRUCTION**

Jayanta Malakar

Proprietor

and registered on 12.03.2018 The said Document has been registered at the Office of the District Sub – Registrar V at Alipore and recorded in Book No. I, Volume No. 1630 – 2018, from 23554 to 23582 Pages and Being No. 163000705 for the year 2018. and Development Agreement - Book No-1, volume No- 1630-2018, pages from 22842 to 22886. Being No- 163000511 for the year of 2018 hereinafter shall be called and referred to as the **“VENDOR/DEVELOPER”** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **FIRST PART**.

AND

SRI, (**PAN**) son of Sri, aged about Years, by faith: Hindu, by Nationality: Indian, by occupation:, residing at-, Kolkata-....., hereinafter called the **PURCHASER/ALLOTTEE** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **SECOND PART**.

AND

M/S. BLUESKY CONSTRUCTION, a Proprietorship Firm having its Principal Office at 19, Garfa Bhattacharjee Para Lane, Police Station- Garfa, Kolkata- 700 075, District South 24 Parganas and being represented by its Sole Proprietor namely **SRI JAYANTA MALAKAR**, (PAN:AEVPM3664D), Son of Sri Ranjit Malakar, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, Residing at 7, Bhattacharjee Para, Garfa Main Road, Police Station- Garfa, Post Office- Santoshpur, Kolkata- 700 075, District: South 24 Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives & assignees) of the **THIRD PART**.

WHEREAS:

- A. one Iva Lata Ghosh was the sole and absolute Owner and Possessor of ALL THAT the piece and parcel of the land measuring about 03 (Three) Cottahs 12 (Twelve) Chittacks, lying and situate at District : South 24 Parganas, Police Station Garfa (previously Kasba), Additional District Sub - Registrar Office at Sealdah, Pargana Khaspur, Touzi No. 10, 12 and 13, J.L. No. 19, R.S. No. 2, Mouza Garfa, appertaining to the C.S. Khatian No. 573, corresponding to the R.S. Khatian No. 1169, comprising C.S. Dag No. 447 under R.S. Dag No. 585. During her such

sole, absolute and peaceful possession and enjoyment of the said property the said Iva Lata Ghosh, on receipt of a fair consideration amount, sold and / or conveyed the said property to and in favour of one Sunil Kumar Mukherjee, by virtue of execution of a registered Deed of Conveyance (Bengali Kobala) dated 12.01.1940. The said Deed has been registered at the office of the Second Joint Sub Registrar at Alipore and recorded in Book No. I, Volume No. 6, from 33 to 37 Pages and Being No. 65 for the year 1940.

B. AND WHEREAS thereafter being the sole and absolute owner of the said property, has constructed a two storied residential building upon the same in the year 1951 for the purpose of his residence and mutated his name in the records of the then Haltu Union Board and Office of the Land Lords by paying rents, taxes and other outgoings to the concerned authorities.

C. AND WHEREAS in the last Revisional Settlement the name of the said Sri Sunil Kumar Mukherjee was recorded as Rayat in R.S. Khatian No. 1169 corresponding to C.S. Khatian No. 573 and appertaining to R.S. Dag No. 585 corresponding to C.S. Dag No. 447 in Mouza Garfa, Pargana Khaspur, Additional District Sub Registrar Office at Alipore, J.L. No. 19, R.S. No. 2, Touzi No. 10, 12 and 13, Police Station Sadar Tollygunge, in the District of 24 Parganas and the said Record of Rights was finally published to that effect.

D. AND WHEREAS the said property was subsequently included within Jadavpur Municipality under Police Station Jadavpur, subsequently under Kasba and was recorded as Postal Address and Premises No. 99, Garfa Main Road under Police Station Kasba and the said land property was known as Corporation Premises No. 96, Garfa Main Road, which subsequently came under the jurisdiction of the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation, Ward No. 104, under Police Station Kasba.

E. AND WHEREAS the said Sri Sunil Kumar Mukherjee died intestate on 13.10.1979, leaving behind his wife Shanti Rani Mukherjee and his only son Jayanta Kumar Mukherjee, as his only legal heirs / successors to inherit the said property and to enjoy the same as the Joint Owners as per the provisions of Hindu Succession Act, 1956. The said Shanti Rani Mukherjee died intestate on 11.10.1996 leaving behind her only son Jayanta Kumar Mukherjee as her only legal heir / successor to inherit her share of the aforesaid property.

F. AND WHEREAS after demise of the parents of the said Jayanta Kumar Mukherjee, he became the sole and absolute Owner of the aforesaid land property and two storied residential building by way of inheritance and as per the provisions of Hindu Succession Act, 1956, being Premises No. 96, Garfa Main Road (previously known as Corporation Holding No. 99, Garfa Main Road) under Police Station Purba Jadavpur (previously Kasba, thereafter Garfa), within the limits of the Kolkata Municipal Corporation, Ward No. 104 and mutated his name in the records of the Kolkata Municipal Corporation and paid taxes and other dues to the said Authority regularly.

G. AND WHEREAS during his such sole, absolute and peaceful possession and enjoyment of the said property, the said Jayanta Kumar Mukherjee sold and / or conveyed a self-sufficient residential Flat, at the Northern side of the Ground Floor, measuring about 920 (Nine Hundred and Twenty) Sq. Ft., on receipt of a fair consideration amount and by virtue of execution and registration of a Deed of Conveyance dated 12.07.2002, to and in favour of one Samir Nandy. The said Deed has been registered at the office of the District Sub Registrar III at Alipore and recorded in Book No. I, Volume No. 119, from 89 to 118 Pages and Being No. 5003 for the year 2002.

H. Thereafter, the said Jayanta Kumar Mukherjee sold and / or conveyed a self - sufficient residential Flat, at the Southern side of the Ground Floor, measuring about 667 (Six Hundred and Sixty Seven) Sq. Ft. super built - up area, on receipt of a fair consideration amount and by virtue of execution and registration of a Deed of Conveyance dated 17.11.1998, to and in favour of Kamal Kumar Das. The said Deed has been registered at the office of the District Sub Registrar III at Alipore and recorded in Book No. I, Volume No. 30, from 203 to 230 Pages and Being No. 1047 for the year 2002. After selling the entire Ground Floor, the said Jayanta Kumar Mukherjee remained the owner of the remaining property. During his peaceful possession of his said property, the said Jayanta Kumar Mukherjee died intestate on 05.08.2013, leaving behind his wife Eva Mukherjee and only daughter Indrani Bhattacharjee, to succeed and / or inherit the property as left by the said Jayanta Kumar Mukherjee. AND WHEREAS after the death of the said Jayanta Kumar Mukherjee, the said Eva Mukherjee and Indrani Bhattacharjee have become the joint and absolute Owner

and Possessor of ALL THAT the self-sufficient residential Flat, on the entire First Floor, of the Two storied Building, measuring about 1587 (One Thousand Five Hundred and Eighty Seven) Sq. Ft. Super Built-Up Area, lying and situate at the land measuring about 03 (Three) Cottahs 12 (Twelve) Chittacks, at District : South 24 Parganas, Police Station Garfa (previously Kasba), Additional District Sub - Registrar Office at Sealdah, Pargana Khaspur, Touzi No. 10, 12 and 13, J.L. No. 19, R.S. No. 2, Mouza Garfa, appertaining to the C.S. Khatian No. 573, corresponding to the R.S. Khatian No. 1169, comprising C.S. Dag No. 447 under R.S. Dag No. 585, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 104 and being known and numbered as the Premises No. 96, Garfa Main Road, Kolkata- 700 075 and assessed under the Assessee No. 31-104-12-0096-4 and started to possess and enjoy the said property jointly and absolutely and without any disturbance and / or hindrance from anybody. AND WHEREAS during their such individual ownership of their respective property, the Land Owners herein - named have decided to amalgamate their said Land and Building and for the same they have executed and registered three different Deeds of Gift in favour of each other. All the said Deeds of Gift have been registered on 22nd day of November, 2017 and registered at the Office of the District Sub Registrar V at Alipore and recorded in Book No. I, Volume No. 1630 - 2017, from 106439 to 106463 Pages and Being No. 163003455 for the year 2017, Book No. I, Volume No. 1630 - 2017, from 106464 to 106489 Pages and Being No. 163003456 for the year 2017 AND Book No. I, Volume No. 1630 - 2017, from 106490 to 106514 Pages and Being No. 163003457 for the year 2017. AND WHEREAS on and from the date of amalgamation of the above mentioned property, the said Land Owners herein-named have started to possess and enjoy the said property jointly, absolutely and without any disturbance and / or hindrance from anybody and thereafter they have mutated the said property before the Competent Authority of the Kolkata Municipal Corporation and the said property has started to be assessed under the Assessee No. 31-104-1200-96-4.

I. AND WHEREAS on the basis of the said agreement and the Power delegated to it the Developer herein has constructed ground plus three storied buildings in One block as per plan duly approved by the the Kolkata Municipal

Corporation has subsequently sanctioned the said Building Plan vide Sanction Plan No.2018110266, dated 28.12.2018, under the Plan Case No. 2018110109, for the purpose of construction of a G + IV Storied Building. at at Premises No.96, KMC Ward No.104, Garfa Main Road, P.S. Purba Jadavpur, Dist. South 24 Parganas, Kolkata-700075. and declared for sale of flats, car parking spaces or other spaces at the said Holding for consideration. Be it stated here that the buildings Constructed in at Premises No.96, KMC Ward No.104, Garfa Main Road, P.S. Purba Jadavpur, Dist. South 24 Parganas, Kolkata-700075. has been named as “**Bluesky Nest**”

AND WHEREAS on the basis of such declaration the purchasers herein have jointly agreed to purchase one self contained flat no. “ ----- ” in **Block-“ ----- ”**, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintainace chargeable area ---- sq.ft.** situated at the ----- -- **side** of the ----- **floor** along with a **Car parking space No. -----**. measuring more or less ___ **Sq.ft.** on the **Ground floor** in **Block “-----”** of the said Ground plus three storied building, hereinafter referred to as the unit together with undivided proportionate share in the land underneath said particular block and subject to the terms hereinafter stated to use the common areas and facilities there at or for the total consideration of **Rs. -----/- (Rupees -----)Only** free from all encumbrance and accordingly the purchasers entered into an agreement for sale registered on -----, was duly registered at the office of the -----, South 24 Parganas, Being No. -----for the year ----- and paid the earnest money.

AND WHEREAS upon receipt of the entire consideration the Developer has delivered possession of the said unit to the purchasers as per terms of the said unit to the purchasers as per terms of the said agreement.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs. -----/- (Rupees -----) Only**. truly paid by the Purchasers herein to the Developer, the receipt whereof the Vendor and the Developer hereby admits and acknowledges as per memo of consideration hereunder written and from the payment of the

same and every part thereof forever acquit, release, exonerate and discharge the Purchasers as well as the said flat and car parking space along with the proportionate undivided share and right, title and interest over the land underneath the said building with right to use the facilities in common with other owner/owners or occupiers thereto. The Vendor and the Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self contained Flat bearing No. . “ ----- ” in **Block-“ ----- ”**, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintainace chargeable area ---- sq.ft.** situated at the ----- **side** of the ----- **floor** along with a **Car parking space No. -----**. measuring more or less _____ **Sq.ft.** on the **Ground floor** in **Block “-----”** together with undivided proportionate share in land underneath the said Block lying and situate at **Municipal Premises No.96, KMC Ward No.104, Garfa Main Road, P.S. Purba Jadavpur, Dist. South 24 Parganas, Kolkata-700075**, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter referred to as the **“said flat & car parking space”** together with the proportionate indivisible share of the land underneath together with rights of easements thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common areas, passage, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of costs and expenses of the Purchasers and the other co-owners **TO HAVE**

AND TO HOLD the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat Flat bearing No. . “ ----- ” in **Block-**“ ----- ”, having a carpet area area of -----
 ---- **Sq.ft. varanda Area** ----- **sq.ft. and maintainace chargeable area** ---
 - **sq.ft.** situated at the ----- **side** of the ----- **floor** along with a **Car parking space No.** -----, measuring more or less _____ **Sq.ft.** on the **Ground floor** in **Block “-----”** of the building having right to use, occupy, own, possess the said flat and car parking space in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchasers paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said flat and car parking space in the names of the Purchasers.

THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Vendor and Developer have good and absolute right, title and authority to grant, convey, transfer’/assign and assure the said all that piece and parcel of flat and car parking space mentioned in the **SECOND SCHEDULE** , hereunder written along with common area with facilities as described in **THIRD SCHUDLE** written hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the Purchasers in the manner aforesaid and that the Vendor/Owner and the Developer have not done

or suffered knowingly from anything whereby the said flat and car parking space may be encumbered affected or impeached in estate, title or otherwise.

2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court of revenue, authority.

3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and car parking space without any let or hindrance, interruption. claim, disturbances or demand from or by the Vendor/Owner / Developer or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

4. All the taxes, land revenue and other impositions payable in respect of the said flat and car parking space up to the date of handing over the possession of the same to the Purchasers, shall be paid by the Vendor/Owner and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the Vendor/Owner to pay and if paid by the Purchasers shall be recoverable from the date of delivery of possession unto the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat and car parking space, after taking possession of the said Flat and Car parking space.

5. The Purchasers, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and car parking space.

6. The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. in the proper place to be reserved for the said purpose.
7. The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless his name is separately assessed by the Rajpur-Sonarpur Municipality.
8. That the Purchasers shall not store any inflammable article, fireworks install any machineries, electrical motor and/or start any Hotel business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the Building.
9. That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.
10. The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners including proportionate share of the assessed amount by the Rajpur - Sonarpur Municipality on the completed Ground plus three storied building in total may be paid to the Rajpur - Sonarpur Municipality with all other charges.
11. Purchasers shall remain bound to pay the proportionate charges for maintenance as it would be assessed by the owners "Association" or the company who will be in charge of the said management of the maintenance of the complex. Decision of such management will be final. The purchasers shall also remain liable to keep deposit of amount for maintenance with the concerned authority if any decision is ever taken by such authority.

SCHEDULE "A"

(Description of the LAND with Boundaries in all four directions)

ALL THATthe piece and parcel of Land, measuring about 03 (Three) Cottahs 12 (Twelve) Chittacks, lying and situate at District : South 24 Parganas, Police Station Garfa (previously Kasba), Additional District Sub - Registrar Office at Sealdah, Pargana Khaspur, Touzi No. 10, 12 and 13, J.L. No. 19, R.S. No. 2, Mouza Garfa, appertaining to the C.S. Khatian No. 573, corresponding to the R.S. Khatian No. 1169, comprising C.S. Dag No. 447 under R.S. Dag No. 585, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 104 and being known and numbered as the Premises No. 96, Garfa Main Road, Kolkata – 700075 and assessed under the Assessee No. 31-104-12-0096-4.

The property is butted & bounded by:

On the North :: 30' Wide Garfa Main Road.

On the South :: Property of Jiten Bose and Others.

On the East :: Property under Premises No. 101, Garfa Main Road.

On the West :: Property under Premises No. 97, Garfa Main Road.

SCHEDULE "B"

(Description of the Apartment and Parking along with Boundaries in all four directions)

ALL THAT one self-contained Flat on the Side of the Floor, being Flat No., Tower No., having **Carpet area** **Sq. Ft.** , **built up area** **Sq. Ft.** , **Balcony area** **sqft** and **Maintenance Chargeable area** **sqft** more or less comprising of (.....) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 1 (One) toilet, 1

(One) W.C, and one independent Car Parking space at No., measuring Sq. Ft. more or less, together with undivided proportionate share in the underneath the building and right which is specifically shown in the annexed Plan delineated with **RED** border together with all fittings, fixtures and installations thereto together with impartibly and undivided proportionate share or interest of the land underneath the building at premises no.96, Garfa Main Road, Kolkata- 700075, and the said land is more fully and particularly described in **FIRST SCHEDULE** hereinabove written, along with all easement right of all common passages, portions, entrance and exit thereto the said premises having common user right of main-gate, pathway, drive way, stairs, stair-case, drain, sewerage, having right to get electric connection, Telephone connection, gas connection, water connection etc. and overhead and underground reservoir, septic tank, motor and meter room etc.

SCHEDULE "B"

THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of common Parts/Portion to be used by the Purchasers herein along with other Flat Owners/Occupiers)

1. Land underneath the building and statutory open spaces.
2. Stair case and stair head room (if any).
3. Common Passage and lobby on the ground floor.
4. Water pump, Over Head and underground water tank, water pipes and other common plumbing installations.
5. Drainage and Sewerage.
6. Boundary walls and main gates.
7. The roof should be treated as common areas to all the purchasers of the flats in the said building.

FOURTH SCHEDULE**(Particulars of common expenses to be borne by the Purchasers with the other lawful Occupants of the said Premises/Holding proportionately and jointly)**

1. All costs of maintenance operating replacing, white washing painting, rebuilding, reconstructing decorating, redecorating, and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed for same and any other purposes.
3. Insurance premium for insuring that building against earthquake, fires, lighting, mob damage, civil commotion etc.
4. All charges and damages for occupiers for common utilities.
5. Municipal tax and other outgoing save those separately assessed on the respective units from the date of possession.
6. Cost and charges of establishments for maintaining of the land building and watch and ward staff.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

In presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE VENDOR/FIRST PARTY)

2.

_____ (SIGNATURE OF THE
PURCHASER / SECOND PARTY)

(SIGNATURE OF THE DEVELOPER/ PROMOTER / THIRD PARTY)

Typed by:

Drafted by:

MEMO OF CONSIDERATION

WITNESSES:-

1.

For **BLUESKY CONSTRUCTION**
Jayanta Malakar
Proprietor

2.

(SIGNATURE OF THE DEVELOPER
/ PROMOTER / THIRD PART)