

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this 6th day of December,
Two Thousand and Twenty One.

BLUEWAVE CONSTRUCTIONS

Amp K. Nag.
Proprietor

BETWEEN

SMT SASWATI SARKAR (having PAN ARFPS7336B) Wife of Sri. Jayanta Sarkar, by faith Hindu, by occupation Housewife, by nationality Indian, residing at Tania Apartment, 2250 Garia Place, Post Office Garia, Police Station Sonarpur, Kolkata 700084, represented by her Constituted Attorney **SRI ARUP KUMAR NAG**, Son of Late Dipak Kumar Nag, by faith - Hindu, by occupation - Business, Residing at - 158, Green Park, P.O. - Narendrapur, P.S. - Sonarpur, Kolkata - 700103, (by a Registered Power of Attorney which was registered on 30.09.2019 at Sonarpur Registry Office, being Power No. 5548) hereinafter called and referred to as the **OWNER** (Which term or expression shall unless excluded by or repugnant to the context or subject to deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

AND

BLUEWAVE CONSTRUCTIONS, having its Office at - 12, Nilachal Complex, P.O. - Narendrapur, P.S. - Narendrapur, Kolkata - 700103, represented by its Proprietor Sri Arup Kumar Nag, Son of Late Dipak Kumar Nag, (PAN ABSPN3216A) by faith - Hindu, by occupation - Business, Residing at - 158, Green Park, P.O. - Narendrapur, P.S. - Narendrapur, Kolkata - 700103, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

PURCHASER (Which term or expression shall unless excluded by or repugnant to the context or subject to deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS one Rajendra Nath Ghosh was the owner of a plot of land measuring about 4 Cottahs 1 Chittaks 14.8 sq.ft. lying and situated at, Mouza Baikunthapur, Pargana Medanmalla, J.L. No. 37, R.S. No. 110, Touzi No. 251, C.S. Khatian No. 870 corresponding to R.S. Khatian No. 1485, presently L.R. Khatian No. 2807, comprising of C.S. and R.S. Dag No. 2244, presently L.R. Dag no. 2586, S.R. and P.S. Sonarpur, District 24 Parganas (South) along with other landed property. Being seized and possessed of the aforesaid plot of land; that said Rajendra Nath Ghosh recorded and mutated his name in the records of rayat and subsequently that said Rajendra Nath Ghosh died intestate leaving behind his wife Lakshmi Moni Ghosh as his legal heir, claimant and successor.

AND WHEREAS thereafter that said Lakshmi Moni Ghosh wife of Late Rajendra Nath Ghosh recorded her name in the records of rayat and being seized and possessed of the aforesaid landed property, that said Lakshmi Moni Ghosh wife of Late Rajendra Nath Ghosh sold, transferred and conveyed of a plot of land measuring about 4 Cottahs 1 Chittaks 14.8 sq.ft. lying and situated at Mouza Baikunthapur, Pargana Medanmalla, J.L. No. 37, R.S. No. 110, Touzi No. 251, C.S. Khatian No. 870 corresponding to R.S. Khatian No. 1485, presently L.R. Khatian No. 2807, comprising of C.S. and R.S. Dag No. 2244, presently L.R. Dag no. 2586, S.R. and P.S. Sonarpur, District 24 Parganas (South) to one Ranjit Kumar Sarkar, alias Ranajit Kumar Sarkar through a registered deed of sale. The said deed was registered in the office of Sub Registrar, Sonarpur, vide its Book No. I, Volume No. 73, Pages 274 to 278, Being deed No. 4794 for the year 1974.

AND WHEREAS being seized and possessed of the aforesaid plot of land that said Ranjit Kumar Sarkar, alias Ranajit Kumar Sarkar constructed a pucca dwelling house upon the aforesaid premises. Thereafter that, said Ranjit Kumar Sarkar, alias Ranajit Kumar Sarkar gifted the entire plot of land measuring about 4 Cottahs 1 Chittaks 14.8 sq.ft. lying and situated at Mouza Baikunthapur, Pargana Medanmalla, J.L. No. 37, R.S. No. 110, Touzi No. 251, C.S. Khatian No. 870 corresponding to R.S. Khatian No. 1485, presently L.R. Khatian No. 2807, comprising of C.S. and R.S. Dag No. 2244, presently L.R. Dag no. 2586, S.R. and P.S. Sonarpur, District 24 Parganas (South) morefully mention in the First

Schedule below to his daughter Smt. Saswati Sarkar through a registered deed of gift. The said deed of gift was registered on 18.05.2016 in the office of Additional District Sub Registrar, at Sonarpur, South 24 Parganas vide its Book No. I, Volume No. 1608, Pages 63603 to 63620, Being deed No. 2595 for the year 2016.

AND WHEREAS presently the Owner herein became the absolutely owned and possessed of ALL THAT piece and parcel of land measuring about 4 Cottahs 1 Chittaks 14.8 sq.ft. lying and situated at Mouza Baikunthapur, Pargana Medanmalla, J.L. No. 37, R.S. No. 110, Touzi No. 251, C.S. Khatian No. 870 corresponding to R.S. Khatian No. 1485, presently L.R. Khatian No. 2807, comprising of C.S. and R.S. Dag No. 2244, presently L.R. Dag no. 2586, S.R. and P.S. Sonarpur, District 24 Parganas (South) more fully mentioned in the First Schedule below, within the limits of the Rajpur Sonarpur Municipality, Ward No.14, more fully and particularly mentioned and described in the First Schedule hereunder written and she has now been possessing and enjoying the same.

AND WHEREAS the Owner has decided to develop the same by erecting multistoried building thereon after obtaining sanction plan from the Rajpur Sonarpur Municipality. But due to paucity of funds and inexperience they are searching for a suitable Developer, who will carry out the said project.

AND WHEREAS the Owner herein of the First Part was not in a position to execute the work of development and as such she decided to execute the said work of development through a Developer/Builder. And the party of the other Part herein having come to learn the intention and/or desire of the Owner and then the party of the Second Part approached the Owner herein for the execution of the entire work of the development of the said property more fully mentioned in the First Schedule hereunder written under terms and conditions as mutually agreed upon by and between the Parties herein.

AND WHEREAS it has been reduced in writing on the basis of mutually agreed terms and conditions by and between the parties hereunder.

AND WHEREAS the vendor being the absolute owner in respect of the said property more fully described in the Schedule 'A' below entered into a Development Agreement registered on 30/09/2019, at Sonarpur Sub Registry Office, being Deed No. 5509, for the year 2019, for construction of a multi-storeyed G+3 building with several shops, garages and flats on the said Schedule 'A' land with the Developer.

AND WHEREAS in terms of the said Development Agreement dated 30/09/2019, the Developers started construction of the building on the Schedule 'A' property with the sanction of Rajpur - Sonarpur Municipality vide sanction No. 65/CB/14/38 dated 20/09/2020.

AND WHEREAS the PURCHASER being interested to acquire one Flat under construction and agreed to acquire the same with undivided proportionate share in land on which the building is being constructed by the Developer.

AND WHEREAS the PURCHASER confirm to have inspected and examined the title in respect of the land and they are fully satisfied with the title of the land free from all encumbrances and agreed and covenants not to raise any objection thereto in future.

AND WHEREAS the Owner and Developer have agreed to sell and transfer or cause to be sold and transferred in favour of the PURCHASER and the PURCHASER hereby agrees to purchase Flat No. ____ (2BHK Flat) on the ____ floor in the said building more fully described in the Second Schedule hereunder written together with undivided proportionate share and interest in the Schedule 'A' mentioned land at a total consideration of ₹ _____ only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of ₹ _____ only of the good and lawful money of the Union of India in hand well and truly paid by the Purchaser to the Developer (Particulars of such payments are mentioned in the memo of consideration below before execution of these presents the receipt

whereof the Developer do hereby as well as by the memo here under written admit and acknowledges) and of and from the same and every part thereof doth hereby acquit, release and for ever exonerate the purchaser and the said Flat on the Third floor (south east facing) of the building measuring about ____ sq.ft. Super Build Up area, being Flat No. ____, lying in Mouza Baikunthapur, Pargana Medanmalla, J.L. No. 37, R.S. No. 110, Touzi No. 251, C.S. Khatian No. 870 corresponding to R.S. Khatian No. 1485, presently L.R. Khatian No. 2807, comprising of C.S. and R.S. Dag No. 2244, presently L.R. Dag no. 2586, and P.S. Sonarpur, District 24 Parganas (South), Holding No. 66, Jadav Sarkar Road, Police Station Sonarpur, Kolkata 700149 and is within the limits of Rajpur Sonarpur Municipality, Ward No. 14, along with undivided proportionate ownership of land of the premises hereby conveyed, the Owner as well as Developer both hereby grant, transfer, convey, assign and assure unto and to the use of the Purchaser the said Flat on the third floor of the building more fully described in the Schedule 'A' and 'B' hereunder written **OR HOWSOEVER OTHERWISE** the said flat on the Third floor (hereinafter referred to as the said property) now are or is or heretofore were/was situated, tenanted, bounded, called, known, numbered, described or distinguished together with free and unrestricted liberty and common passages and also to have all rights of easement for passages, drains and all other usual rights to enter upon under and along the said passage and/or any other roads and all other benefits and amenities provided and/or as may be provided in future **AND** all the estates, rights, title, interest, claims or demands whatsoever both at law or in equity of the Owner unto and upon the said land, hereditaments, building and premises or any part thereof **TOGETHER WITH** the deeds, pattas, muniments of title whatsoever in any wise relating to or concerning the said property or any part thereof which now are or hereafter shall or may be in the possession or control of the Owner till purchase of land or any other person or persons from whom they may procure the same without any action in law or in equity **ALL** the rights and advantages of the Vendor by and under the covenant for production of the relevant title deeds relating to the entire property **AND HAVE AND TO HOLD** the said land, hereditaments, space and premises hereby granted, conveyed, transferred and assured expressed so to be including the right of way etc. as stated above unto and to the use of the purchaser absolutely and forever and free from all encumbrances **AND** the Owner and the Developer doth hereby covenant with the purchaser that

notwithstanding any act deed or thing by the Owner & Developer or by any of their predecessors in title done or knowingly suffered to the contrary the Owner and the Developer have good right, full power and absolute authority to grant, transfer, convey and assure the said property hereby granted or expressed to be unto and to the use of the Purchaser in the manner aforesaid **AND** the Purchaser shall and may at all times hereafter peaceably and quietly enter and possess and enjoy the said property respecting the terms and conditions hereafter appearing in the Schedule of the deed in respect of common facilities, benefits and advantages that will be enjoyed by the Purchaser along with other flat and shop owners and also to receive rents, issues and profits thereof without any lawful action, interruption claim or demand whatsoever made or suffered by the Owner and/or Developer or any person or persons law-fully or equitably claiming as aforesaid **AND WHEREAS** the Vendor/Confirming party covenants to save harmless and keep indemnified the Purchaser from or against all encumbrances, charges and equities whatsoever **AND** further that the Vendor /Confirming party and all persons having or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for the Vendor/Confirming Party and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever and further and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid **AND** the Vendor/Confirming Party shall and will at all times and from time to time cooperate with every reasonable request and at the costs of the Purchaser or any other person or persons whom the Purchaser may authorise to produce or cause to be produced at any offices, courts or Commission for examination of Witnesses or otherwise as occasions may require all or any of their documents of title papers and writings relating a to the property hereby granted and Conveyed and transferred expressed or intended so to be or any part thereof and also at the like request and costs of the Purchaser deliver or cause to be delivered unto the Purchaser such attested or other copies or abstracts of and from the said records and writings or any of them in their possession or power as the Purchaser may require and shall and will in the meantime may require unless prevented by fire or from other inevitable accident and in that the said papers, deeds and writings non-deteriorated and unobliterated.

-- : SCHEDULE “A” (FIRST) REFERRED TO ABOVE : --

(Total land)

ALL THAT piece and parcel of land measuring more or less 4 Cottahs 1 Chittaks 14.8 sq.ft. along with a two storied structure measuring about 1800 Sq.ft. each in two floors lying and situated at Mouza Baikunthapur, Pargana Medanmalla, J.L. No. 37, R.S. No. 110, Touzi No. 251, C.S. Khatian No. 870 corresponding to R.S. Khatian No. 1485, presently L.R. Khatian No. 2807, comprising of C.S. and R.S. Dag No. 2244, presently L.R. Dag no. 2586, S.R. and P.S. Sonarpur, District 24 Parganas (South). Now the land is being known and called as Holding No. 66, Jadav Sarkar Road, Kolkata 700149 and is within the limits of Rajpur Sonarpur Municipality, Ward No. 14, and the land is being butted and bounded as follows:-

ON THE NORTH : House of Kanai Goswami

ON THE SOUTH : 16 feet wide Municipal Road

ON THE EAST : House of Mohan Lal Mondal

ON THE WEST : 16 feet wide Jadav Sarkar Road

-- : SECOND SCHEDULE REFERRED TO ABOVE : --

(Flat agreed to be sold, conveyed and transferred)

ALL THAT piece and parcel of self contained Tiles floored **BHK** flat (**with lift** facility) on the floor (south east facing) being **Flat No.** on the G+3 storied building having **sq.ft.** super built up area, covered car parking space being sq.ft. consisting of Two Bedrooms, One Dining-cum-kitchen Hall, One balcony and Two Toilets together with undivided proportionate share of interest in the land attributable to the flat in the newly constructed building at Holding No. 66, Jadav Sarkar Road, with enjoyment of common rights, benefits, facilities and easement facilities attributable thereto. The said Flat and Car parking space is Shown in the annexed Plan or Map by **RED** Coloured Border, and the Flat is being butted and bounded as follows:-

ON THE NORTH : Stairwell

ON THE SOUTH : 4 feet wide passage

ON THE EAST : 5 feet wide passage

ON THE WEST : 4 feet wide passage

-- : THIRD SCHEDULE REFERRED TO ABOVE : --

Total consideration of the flat and cost of undivided share in land proportionately paid by the PURCHASER to the Developer is ₹_____ only.

-- : FOURTH SCHEDULE REFERRED TO ABOVE : --

1. *Common Passage from the main road to the building.*
2. *Water pump, Water tank at the roof top, underground reservoir, plumbing installations and pump room.*
3. *Drainage and sewage.*
4. *Boundary wall and main gate.*
5. *Such other fittings, equipment's and fixtures which are being used for the common purposes.*

- : FIFTH SCHEDULE REFERRED TO ABOVE : --

1. *The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangements, electricity supply system to all common areas mentioned in the Schedule hereinbefore.*
2. *The Expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.*
3. *The cost of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, staircase and other common areas.*
4. *Salaries of all persons and other expenses for maintaining the said building.*

5. *Municipal taxes, water taxes, insurance premium and other taxes and outgoings whatsoever as may be applicable and/or payable on account of the said premises.*
6. *Such other expenses as may be necessary for incidental to the maintenance and replacement of the premises and the common areas and amenities.*

SIXTH SCHEDULE REFERRED TO
SCHEDULE OF WORK

(Specification of the Construction)

Particulars of the flats and garage and shops are as follows : -

1. General :

- (a) Casting - 1:2:4 as per sanctioned Plan.
- (b) Brick Work - Outside wall thickness 8 inches and inside wall thickness 5 or 4 inches and 3 inches as per sanctioned plan.
- (c) Support - Multiple Pillars as per sanctioned plan.
- (d) Flooring –
 - (i) vitrified tiles in bedroom, dining/drawing room, kitchen and toilet.
 - (ii) Marble staircase.
 - (iii) Cement flooring in garage and shop.
- (e) Walls –
 - (i) All inside walls finished with putty.
 - (ii) Bathroom - Ceramic tiles on walls upto 6 Feet Height.
 - (iii) Kitchen - 2 sides with ceramic tiles upto 2 feet height, kitchen top by black stone.
- (f) Electric - All electric lines will be concealed with standard wiring. Cost of electrical connection for individual flat (individual meter) from WBSEDCL are to be borne separately by the owners/PURCHASER individually. The Developer will provide only the main building electric connection from WBSEDCL and with the individual flats separately with the main meter. All electrical fittings be purchased by the flat owners individually with their own cost.
 - (i) Bedroom - 2 light points, 1 fan point, 1 A.C. Point (one Bed Room only), 2 plug Point (5A).

(ii) Dining/Drawing Room - 2 light points, 1 fan point, telephone & cable T.V. Socket points, fridge/washing machine point (15A) 2 Plug Point, 1 Chimney point, 2 Plug Points, one 15A and one 5 A for Microwave, mixer grinder, fridge etc.

(iv) Toilet - 1 light point, 1 geyser point (15A) (only in main toilet), and 1 exhaust fan point.

(v) Balcony - 1 light point.

(vi) Garage - 1 light point and 1 plug point.

(vii) 1 calling bell point at entrance.

(g) Doors and Windows - (i) Main entrance door is flush Door with lock, handle on both sides, eye hole, tower bolt, buffer and stopper and frame by Sal wood and all other inside doors by teak ply wood (Flush Door) with required fittings. Toilet shall have PVC doors and frames.

(ii) Window frames by Aluminium Channel and panes with 4 mm glass panel.

(iii) Balcony and windows will be covered with iron grill.

(iv) Grill gate in front of main Building entrance door.

(h) Kitchen - (i) Black stone top in cooking space.

(ii) Sink with water tap.

(iii) 1 Water tap.

(i) Toilets - (i) White commodes in both toilets with cistern.

(ii) Geyser input and output water lines (in main toilet only).

(iii) Shower tap.

(iv) Tap near commode.

(v) Wash basin with tap.

(J) Colour Wash - (i) Outside building ; Liquid emulsion (Weather coat paints).

(K) Water Supply - One concrete overhead reservoir will be provided on the roof top by the Developer and suitable electric pump (submersible) with motor with be installed for delivery of water to reservoir.

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

In presence of **WITNESSES** : -

1.

2.

SIGNATURE OF THE OWNER

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Received of and from the within named Purchaser the within mentioned sum of ₹ _____ **only** as payment for the sale of the flat on the said premises as per the memo below:

MEMO OF CONSIDERATION

Sl. No.	Instrument	Date	Bank & Branch	Amount(₹)
1				_____
2				_____
3				_____
				₹ _____

WITNESSESS : -

- 1)
- 2)

BLUEWAVE CONSTRUCTIONS
Amp kr. nag.
Proprietor

SIGNATURE OF THE DEVELOPER