

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of
....., Two Thousand and Twenty Three, **2024, A.D.**

BETWEEN

M/S FISTA CONSTRUCTION PRIVATE LIMITED a company incorporated under the Indian Companies Act, 1956 having it's registered address at 18, Deedar Bux Lane, under Police Station - Taltala, Kolkata - 700016 represented by it's one of the directors namely Mr. SPED AsGAR HOSSAIN son of late Syed Moazzam Hossain by faith - Muslim by occupation --basineşs resident of 18, Deedar Bux Lane, under P.S. - Taltala, Kolkata - 700016 for the purpose of execution of this deed, hereinafter referred to as the **OWNER/DEVELOPER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the SECOND PART

AND

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at, under Police Station -, Kolkata - represented by it's one of the directors namely son of late Syed by faith by occupation --..... resident of under P.S. -, Kolkata - for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** (which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc.) of the SECOND PART

AND

Whereas the premises No. 27, Gokul Boral Street situates within the limit of Police Station - Muchipara, Kolkata - 700012 being an old dilapidated scattered house, major portion under occupancy of tenants, containing an area of land measuring 8 cottahs and 8 chittacks, particularly and fully described in the FIRST SCHEDULE of property hereinafter and hereinafter referred as 'the said property' belonged to

one Bimala Bala Debi, since deceased wife of late Nrisingha Banerjee by purchase through a deed of conveyance being deed No. 850 dated 21st March, 1941 registered in the office of Registrar of Assurances, Calcutta.

And whereas Bimala Bala Debi died intestate on 21st day of December, 1972 leaving behind her only daughter Bela Rani Mukherjee and the right, title and interest of Bimala Bala Debi in the said property devolved upon her only daughter Bela Rani Mukherjee wife of Ajit Kumar Mukherjee, since deceased

And whereas said Bela Rani Mukherjee had five sons and three daughters and her husband Ajit Kumar Mukherjee predeceased in the year 1967

And whereas Bela Rani Mukherjee by executing a deed gift dated 19th November, 2004 registered before learned Additional Registrar of Assurances Kolkata gifted, transferred and conveyed the said property to her two sons Pratap Chandra Mukherjee and Prafulla Chandra Mukherjee

And whereas by said deed of gift said Pratap Chandra Mukherjee and Prafulla Chandra Mukherjee became absolute joint owners in respect of the said property having each undivided 1/2 share therein

And whereas said Pratap Chandra Mukherjee died intestate on 5th January, 2009 as bachelor and upon death of the said Pratap Chandra Mukherjee his undivided 1/2 share in the said property devolved upon and went back to his mother Bela Rani Mukherjee as first class legal heiress according to Hindu Succession Act, 1956

And whereas upon death of said Pratap Chandra Mukherjee, his mother Bela Rani Mukherjee and Prafulla Chandra Mukherjee became joint owners in respect of the said property having each undivided % share therein

And whereas subsequently Bela Rani Mukherjee, since deceased and her son and other co-sharer of the said property Prafulla Chandra Mukherjee, the Vendor herein jointly entered into and executed an agreement for sale dated 4th February, 2010 with the purchaser for the absolute sale of the said property mentioned in the

FIRST SCHEDULE hereunder written free from all encumbrances and the purchaser paid a sum as earnest money and the part payment against the said consideration money to the said owners upon their signatures subscribed in the said agreement and the memorandum of consideration

And whereas said Bela Rani Mukherjee executed and published her last will and testament on the 7th October, 2010 bequeathing her undivided 1/2 share of and in the said property to and in favour of her youngest son the said Prafulla Chandra

Mukherjee only and appointed said Prafulla Chandra Mukherjee the sole executor to the said will

And whereas said Bela Rani Mukherjee died testate on 5th December, 2010 leaving behind following legal heirs and heiresses :

1. Biduyt Chandra Mukherjee
2. Prafulla Chandra Mukherjee
3. Swapna Chatterjee Kashinath Chatterjee
4. Kaushik Mukherjee Mukherjee
5. Reba Mukherjee •••• Mukherjee
6. Saswati Banerjee
7. Swapan Banerjee Banerjee
8. Shyamali Mukherjee Mukherjee
9. Soumya Mukherjee Mukherjee
- 10.Soma Chakraborty Chandra Mukherjee
- 11.Ruma Mukherjee
- 12.Bharat Priya Banerjee Sreeparna Banerjee
- 13.Anirban Banerjee

And whereas after death of said Bela Rani Mukherjee, her youngest son Prafulla Chandra Mukherjee, the hereinnamed vendor applied for grant of probate of the said last will of Bela Rani Mukherjee before the learned Chief Judge, City Civil Court at Calcutta as executor to the will and the same has been registered as the Probate Case No. 60 of 2011 and is pending in Court

And whereas the said property is in a dilapidated condition and most of the heirs/heiresses of Bela Rani Mukherjee are not residing there and shifted elsewhere due to damaged condition of the property and the executor and the beneficiary of the will also are not presently residing in the said property

And whereas the said deceased testatrix Bela Rani Mukherjee during her life time entered into the aforesaid agreement for sale and took the portion of the earnest money but unfortunately she could not get the fruit of the agreement who died before completion of transaction and the will was executed only in respect of the undivided half share of and in the said property, giving all power and right to the executor for enjoying, alienating and disposing her undivided 1/2 share in the said property as fully and particularly described in the second schedule in this deed and no restriction as of selling her said share in the said property was imposed in the said will

And whereas the said property is in dilapidated condition and has almost lost its utility and previously a notice was also issued by the Kolkata Municipal Corporation upon the said Bela Rani Mukherjee asking her to secure and strengthen the said property

And whereas the deceased testatrix had full intention to sell the said property and accordingly she entered into the said agreement for sale jointly with the other co-sharer Prafulla Chandra Mukherjee

And whereas to give effect to the obligations ought to have been observed by the Testatrix and for legal necessity and to avoid practical complications and over all to honour the testatrix's intention the executor/vendor as advised has taken the liberty to sell the undivided 1/2 share of the deceased Bela Rani Mukherjee in the said property as executor to her said last will dated 7th October, 2010 under probate in accordance with section 307 sub-section (1) of the Indian Succession Act, 1925

And whereas the executor/vendor understands that as per section 307 sub-section (1) of the Indian Succession Act, 1925 an executor or administrator is empowered with wide powers to dispose of the property of the deceased testatrix vested in him under section 211 either wholly or in part, in such manner as he may think fit subject to the restriction against alienation imposed in sub-section (2) of said section and such power is not subject to grant of probate i.e. the sale can be executed by the executor pending probate proceedings in absence of any restriction against alienation contained in the will

And whereas upon the death of testatrix her undivided 1/2 share of and in the said property vested upon the executor in consonance with the directions mentioned in the said WILL and there is no restriction in the will in this present case against alienation of the said property, rather the testatrix expressed her free consent in favour of alienation, transfer or sale of the said property by the executor/beneficiary/vendor Sri Prafulla Chandra Mukherjee, therefore, the intended sale by these presents would not any way go against the direction mentioned in the said last will and testament of the deceased testatrix nor it would frustrate the will and the probate proceedings as well and as such the vendor is fully and lawfully entitled and empowered to sell the undivided 1/2 share of the deceased Bela Rani Mukherjee in the said property in the capacity as the sole executor of the said last will of Bela Rani Mukherjee, since deceased

And whereas the executor is the sole beneficiary under the will in respect of the said property described in the SECOND SCHEDULE of property written hereinafter, and he has also no objection in personal capacity to this sale

And whereas the executor being aged about 70 years and suffering from various illnesses and has become feeble as such

And whereas the citations were issued to the heirs/heiresses of the deceased Bela Rani Mukherjee in the said Probate Case and whereas the process has not been completed till date, but no written objection has been put against the application for grant of probate by any of the heirs/heiresses of the said deceased testatrix till date and it appears that it would take much time to obtain grant of probate whereby it is reasonably apprehended that the intention of the testatrix for selling her undivided % (half) share of and in the said property would be frustrated for the inordinate delay due to the process of law and also for ill health of the executor/beneficiary

And the purchaser has called upon the vendor as executor as aforesaid to grant, sale and convey unto it the said one half share of and in the said property for the purpose of giving effect to the said agreement for sale dated 4th January, 2010 at the earliest or to refund the earnest money with interest for the reasons of various inconveniences including that the expenses relating to registration of deed of conveyance is increasing day by day

And whereas it is also impossible for the executor/vendor to return the earnest money taken by the deceased testatrix as the said money was spent by the deceased during her life time and at the same time the property is in dilapidated condition and may at any time collapse causing injury to the residents of the said property and other neighboring residents/ people

NOW THIS INDENTURE WITNESSETH that in pursuance of the consideration of the said total sum of Rs./- (Rupees) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The

Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made,

done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispences, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer

have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers

and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire Property)

All that the piece and parcel of bastu land measuring 8 cottahs and 8 chhittacks, little more or less together with the old dilapidated brick built building standing thereon partly one storied and partly two storied (ground floor constructed area 3291 square feet and first floor constructed area 1241 square feet) total constructed area 4532 square feet, little more or less being premises No. 27, Gokul Boral Street, under Police Station - Muchipara, within ward No. 51 of Kolkata Municipal Corporation, assessee No. 110511000257 Kolkata - 700012 and delineated in the plan annexed hereto marked with RED colour border and the

premises being butted and bounded as follows : On the north : by premises No. 28/1, Ramanath Kabiraj Lane and a narrow block space On the south : by Gokul Boral Street (road width - 16 feet 9 inches) On the east : by premises No. 35, 31 and 29, Gokul Boral Street, Kolkata - 700012 On the west : by premises No. 25A, 25B and 25C, Gokul Boral Street Kolkata – 700012

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT AND SOLD IN FAVOUR OF
THE PURCHASERS)

ALL THAT _____ of self- contained residential Flat being No. on the Floor, side, measuring about sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

THE THIRD SCHEDULE
(COMMON AREA AND FACILITIES)

- a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c.** The easements and wards.
- d.** Installation of common services such as powers, lights, water, sewerage etc.
- e.** Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f.** All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g.** Boundary walls.

- h. Electric meter, pump and switches fixed in the common areas.
- g. common parking for two wheeler and cycles.

THE FOURTH SCHEDULE
(DESCRIPTION OF THE COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
2. All charges and deposits for suppliers of common utilities to the Owners in common.
3. Proportionate share of Municipal Tax, water tax and other levies in respect of the land and building save those separately assessed of the Purchasers' Unit.
4. Proportionate share of insurance premium for insuring the Building.
5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

THE FIFTH SCHEDULE
(OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association

may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.

- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

Presence of:-

WITNESSES:-

1.

(SIGNATURE OF THE OWNERS/VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

.....
**(SIGNATURE OF THE BUILDER/
DEVELOPER/ATTORNEY)**

Drafted and Prepared By

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs./- (Rupees) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

MEMO:-

TOTAL

.....
Rs.
.....

(RUPEES) ONLY.

WITNESSES:-

1.

SIGNATURE OF THE

2.

OWNER/DEVELOPER