

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on thisth day of
....., 2023 (TWO THOUSAND AND TWENTY THREE)

BETWEEN

S.N. REALTY
Sudip *Prash*
Partner Partner

1) AYAN MUKHERJEE (PAN:AKTPM3652P) (AADHAR NO. 8031 5534 2849) (ph-), son of Late Sobhan Lal Mukherjee, by faith – Hindu, by Occupation - business, residing at KrineVista, Flat No. 5A, Ananda Nagar Bye Lane – 3, Opposite Anil Plaza, G.S. Road, Christian Basti, Dispur, P.O. Dispur, P.S. Bhangagarh, Aasam– 781005, **2) MARAMI BARUA** (PAN – BFPPB0355A) (AADHAR NO. 3620 9200 2700) (Ph-.....) daughter of Late Sobhanlal Mukherjee, by faith – Hindu, by Occupation _ Housewife, residing at 97, R.G. Barua Road, Manik Nagar, Dispur, P.O. Dispur, P.S. Dispur, Aasam – 781005, **3) MIRA CHATTERJEE** (PAN – ANWPC0281A) (AADHAR NO. 3119 9108 4519) (Ph-), wife of Late Amiyo Bushan Chatterjee and daughter of Late Labanya Lal Mukherjee, by faith – Hindu, by Occupation _ Housewife, residing at P- 26, Gariahat Road, P.O. Gariahat, P.S. Gariahat, Kolkata – 700029, **4) MINA BANERJEE** (PAN –AODPB8378M) (AADHAR NO. 6119 8838 3266) (Ph-), wife of Late Gopal Kumar Banerjee and daughter of Late Labanya Lal Mukherjee, by faith – Hindu, by Occupation - Housewife, residing at Flat No. 303, Aneesh Avenue, Ambedkar Nagar, Miyapur, K.V. Ranga Reddy, Telangana-500049, hereinafter collectively referred to and called as the **“OWNERS”** (Which expression shall unless excluded by or repugnant to the context be deemed to mean their each and respective heirs, executors, legal representatives, successors, administrators and assigns), hereinafter referred to as the **“OWNERS”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors administrators, legal representatives and assigns) of the First Part.

A N D

..... (PAN-) (Aadhaar no-), son of Sri, by faith-....., by nationality-....., by occupation-, residing at Premises no-, Kolkata-....., hereinafter

referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include his heirs, executors, representatives, administrators, and assigns) of the **SECOND PART**.

AND

M/s S.N. REALTY (PAN- ABJFM0254G) a partnership firm, having its office at 1/429, Gariahat Road (South), Jodhpur Park, Kolkata – 700068, being represented by its partners namely **1. SRI SUDIP GHOSH** (PAN – AQYPG8801B) (AADHAR NO. 5512 8595 5155) (Ph- 9674799801), son of Sri Haradhan Chandra Ghosh, by faith – Hindu, by Occupation – Business, by national – Indian, residing at 26/1A, Gariahat Road (south), Kolkata – 700 031 and **2. SRI NAVIN CHOWDHURY** (PAN- APOPC4925P) (AADHAR NO. 8430 2756 3617) (Ph- 6290417402), son of Late Nand Kishore Chowdhury, by faith – Hindu, by Occupation – Business, by national – Indian, residing at 14/2A, Michael Madhusudan Dutta Sarani, Khiderpore, Kolkata-700023, hereinafter called and referred to as the **‘DEVELOPERS/PROMOTER/SELLER’** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its each and respective successors, successor-in- interest, executors, legal representatives, administrators and assigns) of the **THIRD PART** .

WHEREAS the Governor of the State of West Bengal by a registered Indenture dated 11.04.1951 sold, conveyed and transferred to one Sreematee Ila Home wife of Sri Amal Home for

the total consideration of Rs. 20,362/-, all that revenue free land known as Plot No. 26 and containing by measurements 4 Cottahs 1 Chittacks 7 Sq. Ft. be the same a little more or less situating lying at and formed out of old Municipal Premises No. 46/2, Gariahat Road comprised in Revenue Holding No.297 in subdivision P – Division VI, Mouza – Panchannogram, Thana – Ballygunge of C.I.T Scheme XLVII (Gariahat Road), wherein the said purchaser paid the sum of Rs. 6,788/- to the Governor of the State of West Bengal on or before execution of these presents with the promise to pay the further sum of Rs. 13,574/- within 12 year from the date fixed by the joint secretary of the Govt. of West Bengal on the terms and conditions and subject to the security furnished by purchaser in favour of the Govt. of West Bengal as mentioned in the mortgage to be executed by the Purchaser in favour of the Governor of the State of West Bengal i.e. the Vendor mentioned therein bearing even date immediately after the execution of these Indenture and the said deed was registered in the office of the sub-registrar at Sealdah and entered into Book No. I, Volume No. 24, from pages 1 to 5 being No. 988 for the year 1951.

AND WHEREAS by a Conveyance dated the 16th August 1955, the said Smt. Ila Home absolutely sold conveyed and transferred and assigned the said messuages tenements lands hereditaments measuring about 4 Cottahs 1 Chittacks 7 sq. ft. more or less and Premises No.411/26, C.I.T. Scheme XLVII in Street No.6, Ward No.63 of the Corporation of Calcutta comprised in Revenue Holding No.297 in Sub Division P, Division VI in Mouza

Panchannagram, Thana – Ballygunge (hereinafter referred to as **SAID LAND** and morefully and particularly mentioned in **SCHEDULE “A”** hereunder written) to one Labanya Lal Mukherjee free from all encumbrances, charges, liens, lis-pendens, attachments and adverse claims but subject to the said Mortgage dated the 11th April, 1951 for the sum of Rs.16,272-7-8 including the amount of Rs.14,331.14 being the mortgage amount together with the interest to be paid to the Governor of the State of West Bengal by the vendor herein under the terms and conditions mentioned in the deed and the said deed was registered in the office of Sub Registrar at Sealdah and copied in Book-I, Vol-39, pages – 162 to 171 , Being no- 1929 for the year 1955.

AND WHEREAS the said Labanya Lal Mukherjee has paid off the said sum of Rs.14,331.14 so owing upon the security of the said recited Indenture of Mortgage dated 11.04.1951 and upon receipt of the said mortgaged amount the Governor of the State of West Bengal executed and registered a Deed of Re-conveyance on 13.02.1956 wherein release, reconvey and reassure unto the said Labanya Lal Mukherjee the said land and the said deed was registered in the office of Sub Registrar and entered in Book No.I, Volume No.2, Pages 50 to 55, Being No.372 for the year 1956.

AND WHEREAS the said Labanya Lal Mukherjee has recorded his name in the records of Corporation of Calcutta (now Kolkata Municipal Corporation) as a recorded owner of Premises No.P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700 029 and

now assessed under Assessee No.110860400054 and has been paying the relevant taxes before the said municipal authority.

AND WHEREAS the said Labanya Lal Mukherjee died intestate on 15.05.1979 and prior to his death he published his Last Will and Testament dated 06.08.1976 i.e. 22nd Shrawan, 1383 in respect of the said property along with other assets morefully mentioned under the said Will and bequeathed the said property in favour of his two sons namely Shovan Lal Mukherjee and Mohan Lal Mukherjee and has created life time right to residence in favour of his four daughters namely Aparna Devi (Banerjee) (since deceased), Smt. Dhira Devi (Nayak) (since deceased), Smt. Mira Devi (Chatterjee) and Smt. Mina Devi (Banerjee) in respect of a room for each person and it was also declared under the said WILL that after the death of his four daughters, his two sons will be entitled to absolute right upon the said property.

AND WHEREAS the said Labanya Lal Mukherjee had elder daughter named as Prativa Devi who and his husband Manick Chakraborty both died prior to the execution of the WILL Labanya Lal Mukherjee and under the said WILL no right and/or interest upon the said property has been created by her deceased father.

AND WHEREAS the said Labanya Lal Mukherjee died testate on 15.05.1979 (whose wife Smt. Anupama Devi predeceased on 16.06.1976) and after his demise the Executor Mohanlal Mukherjee applied for grant of probate of the said Will and

Testament before the Hon'ble High Court at Calcutta under Probate Case No.218 of 1979 and accordingly the certificate of probate was granted on 25.01.1980 by the Hon'ble Court.

AND WHEREAS in terms of the said Will of Labanya Lal Mukherjee and grant of Certificate of Probate, the said Sri Shovan Lal Mukherjee (since deceased) and Sri Mohan Lal Mukherjee (since deceased) became the joint owners of the said property each having undivided $\frac{1}{2}$ share and four daughters namely Smt. Aparna Devi (Banerjee) (since deceased), Smt. Dhira Devi (Nayak) (since deceased), Smt. Mira Devi (Chatterjee) and Smt. Mina Devi (Banerjee) got the right of residence upon the said property.

AND WHEREAS the said Sri Mohan Lal Mukherjee died bachelor on 24.11.2009 and his elder sister Smt Prativa Devi predeceased to him and other two sisters namely Smt. Aparna Banerjee predeceased on 17.07.2009 and Smt. Dhira Nayak predeceased on 14.07.2009 and his younger brother Sri Shovan Lal Mukherjee predeceased on 09.09.1997 and thus as per the provision of the Hindu Succession Act. the undivided $\frac{1}{2}$ share of deceased Mohan Lal Mukherjee devolved upon his two living sisters Smt. Mira Chatterjee and Smt. Mina Banerjee each having undivided $\frac{1}{4}$ th share in the said property.

AND WHEREAS the said Sri Shovan Lal Mukherjee died intestate on 09.09.1997 leaving behind his wife Smt. Rekha Mukherjee, one son namely Sri Ayan Mukherjee and one daughter Smt.

Marami Barua as his legal heirs and successors of his undivided $\frac{1}{2}$ share in the said property each having undivided $\frac{1}{3}$ rd share and thereafter the said Smt. Rekha Mukherjee died intestate on 12.01.2011 leaving behind her son and daughter as her legal heirs of her undivided share in the said property and thus the said Sri Ayan Mukherjee and Smt. Marami Barua became the joint owner of undivided $\frac{1}{2}$ share in the said property.

AND WHEREAS in the manner aforesaid **Sri Ayan Mukherjee, Smt. Marami Barua, Smt. Mira Chatterjee** and **Mina Banerjee**, the Landowners herein became the joint owners of the property left behind Late Labanya Lal Mukherjee mentioned in **SCHEDULE – “A”** hereunder written and have decided to develop by all means to make it proper as may be required for the purpose of commercial exploit the same and develop the said land into plots and further to construct several residential and commercial buildings, tenements etc. on the said land in accordance to the building plan to be sanctioned by Kolkata Municipal Corporation (hereinafter referred to as “KMC”).

AND WHEREAS the said Owners herein, decided to develop her said property by constructing a G+III/G+IV storied building thereon and so due to lack of experience to raise such building on the said land at the said Premises No. p-411/26, Hemanta Mukhopadhyay Sarani, Kolkata-700029, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.86, District 24 Pargans (South) was looking for Developer who would agree to construct building on the said land and invest funds for

completion of the said building according to the building plan prepared by the registered Architect on the terms and conditions to be negotiated and settled between the Owner and the Developer.

AND WHEREAS the Developer herein namely **M/s S.N. REALTY (PAN- ABJFM0254G)** a partnership firm, having its office at 1/429, Gariahat Road (South), Jodhpur Park, Kolkata – 700068, being represented by its partners namely **1. SRI SUDIP GHOSH (PAN – AQYPG8801B) (AADHAR NO. 5512 8595 5155) (Ph- 9674799801)**, son of Sri Haradhan Chandra Ghosh, by faith – Hindu, by Occupation – Business, by national – Indian, residing at 26/1A, Gariahat Road (south), Kolkata – 700 031 and **2. SRI NAVIN CHOWDHURY (PAN- APOPC4925P) (AADHAR NO. 8430 2756 3617) (Ph- 6290417402)**, son of Late Nand Kishore Chowdhury, by faith – Hindu, by Occupation – Business, by national – Indian, residing at 14/2A, Michael Madhusudan Dutta Sarani, Khiderpore, Kolkata-700023, has come forward and agreed/ affirmed for construction of the building at Premises No. P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata-700029, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.86, District 24 Pargans (South), morefully described in the Schedule ‘A’ hereunder written, by constructing G+III/G+IV storied building thereon consisting of several independent flats and car parking spaces and shops at the cost of the Developer herein.

AND WHEREAS for beneficial and smooth accomplishment of the project, the FIRST PART entrusted the THIRD PART to complete

the venture on such terms and conditions mentioned in the Development Agreement coupled with a Development Power of Attorney. **The Development Agreement** was executed on 27.04.2021 which is registered in Book no.-I, Volume No.-1602-2023, Pgs from 185657 to 185707 , Being No.-160205454 for the year 2023 at the office of D.S.R-II, South 24- Parganas, West Bengal and **The Development Power of Attorney** was registered at the office of the D.S.R - II, 24- Parganas (South) vide Book No. I, Volume No-1602-2023, Pages from 191418 to 191443, Being No 160205549 for the year 2023.

AND WHEREAS the Third Part herein started construction of the proposed building in accordance with the sanctioned plan from the Kolkata Municipal Corporation vide **Plan No. 2023080042** dated 28.07.23 which later on was revised vide **plan no-.....** dated

AND WHEREAS the Purchaser has taken inspection of the copies of the relevant title deeds and the approved plans in respect of the said land and the building being constructed thereon and are satisfied about the title of the FIRST PART to the said land, and about the proposed building scheme of the project on the said land.

AND WHEREAS the Developers/Seller confirmed that the said property is free from all charge(s), mortgage(s), lien(s), lease(s), litigation(s), attachment(s), acquisition(s), requisition(s) and/ or other encumbrances whatsoever.

AND WHEREAS the purchaser being so satisfied is desirous of acquiring a flat which is marked and identified as Flat No. “.....” on the Floor, facing, flat measuring carpet area of about sqft , built up area of about Sqft and super built up area of about sq.ft along with right to use car parking space, numbered ”G3” , measuring 120 sqft from Developer’s Allocation as detailed in the Second SCHEDULE hereunder upon the terms and conditions hereinafter mentioned.

AND WHEREAS thereafter one Agreement for Sale had been executed in favour of the said Purchaser and that the Agreement for Sale was executed on

THIS INDENTURE WITNESSETH:-

1) That in pursuance of the aforesaid Agreement for sale and in consideration of sum of **Rs...../- (Rupees)** **only** paid by the Purchaser to the Developer /Seller on or before the execution of these presents- (the receipt whereof the Developer/ Seller doth hereby admits and acknowledges) and also by the **MEMO OF CONSIDERATION** written hereunder and of and from the receipt of the same, the Developer/Sellers do hereby release and discharge the property sold by these presents to the Purchasers and also doth hereby sell, transfer, grant, convey, assign, assure and confirms unto the said Purchasers free from all encumbrances, lispendens and without any defects in title of **ALL THAT** piece and parcel of a Flat No. “.....”, facing, measuring carpet area of about Sqft, built up area of about sqft and super built

up area of about sq.ft comprising of ... bedrooms, dining-cum-living room, Kitchen, toilet and W.C, verandah on the Floor along with right to use one car parking space, measuring sqft at the ground floor of the new building together with undivided proportionate share of land and land underneath which is mentioned in **FIRST SCHEDULE** together with the right to use the common amenities of the new Building lying and situated at Premises No. **P-411/26, Hemanta Mukhopadhyay Sarani**, Police Station- Gariahat, under Ward No. 86, within the limits of Kolkata Municipal Corporation, Kolkata- 700029, in the District of South 24 Parganas, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written **ALONG WITH** common rights in the common areas and facilities of the said building and the said premises which are more fully and particularly described in the **THIRD SCHEDULE** hereunder written, and is appurtenant thereto for beneficial use and enjoyment of the aforesaid flat (all hereinafter collectively referred to as the ("**SAID PROPERTY**") **TOGETHER WITH** all estates, rights, title, interests, claim and demand whatsoever of the Owner on the Said Property in law and equity **TO ENTER UPON AND TO HAVE, HOLD, OWN TO POSSESS** the same unto and to the use of the Purchaser, absolutely and forever free from all encumbrances.

2) **THE OWNER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

a) That notwithstanding any acts, deeds or things hereinbefore done, executed or knowingly suffered to the contrary the Owner are now lawfully seized and possessed of the Said Property free from all encumbrances, attachments or any defects in title whatsoever;

b) That the interest, the Owner do hereby profess to transfer, subsist and they have a good right, full power and absolute authority to sell, transfer, grant, convey, assign and assure the Said Property sold by these presents;

c) That the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the Said Property without any claim or demand whatsoever from the Owner or any person claiming through or under them;

d) That the Owner covenant with the Purchaser that he has a clear and marketable title in the Property being sold by these presents without any charges, encumbrances and defects in title and if any encumbrances or changes are found or observed subsequently the Owner shall be responsible for all consequences thereof apart from indemnifying the Purchaser fully;

e) That the Owner covenant with the Purchaser, his heirs, successors, executors, administrators and assigns that he shall at the request and cost of the Purchaser do or execute or caused to be done or executed all lawful acts, deed or things whatsoever for further and more perfecting the title of the Said Property or any part thereof sold by these presents;

f) That simultaneously with the execution of these presents the Owner and Developer/Seller deliver peaceful possession of the aforesaid flat to the Purchaser.

- g) That the Purchaser shall be entitled to mutate his name in the records of the Kolkata Municipal Corporation with respect to the Said Property;
- h) The Purchaser shall be entitled to sell, transfer, mortgage, lease and exercise all other acts of ownership with respect to the Said Property without any restriction from the Owners or the Developer/Seller or any persons claiming under them.
- i) The Owners and the Developers/Sellers covenant with the Purchaser that the Purchaser shall be entitled to rectify and/or modify any material defect of this Deed of Conveyance singly through a declaration without affecting the right of the Owner and/or the Developer/Seller in any manner.

3) **THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNER AS FOLLOWS:**

- a) That the Purchaser shall always pay the proportionate common maintenance expenses.
- b) That the Purchaser shall all time hereafter pay all municipal taxes and other impositions and out-going in respect of the Property sold by these presents;
- c) That the Purchaser shall not do anything which would likely cause damages to the superstructure of the building.
- d) That the Purchaser shall become members of the body or association formed for management and administration of the said building and abide by the rules and regulations framed by them from time to time.

e) That the Purchasers have inspected and measured the area of the flat allotted to them and being fully convinced with carpet area, cover area (excluding stair area), i.e, sqft and its corresponding super built up area sqft have executed this Sale Deed and they have also inspected the position of the parking space.

f) That the Purchasers have inspected the ground floor which has accommodation for six car parking space and one/two shop space and one common toilet irrespective of what is there in the sanction plan and then have executed this Sale Deed.

g) That the Purchasers have inspected the area, position and orientation of the car parking space allotted to him and being fully convinced with the car parking space have executed this Sale Deed and is fully aware of the fact that the ground floor have accommodation for six car parking facilities.

h) That the Purchasers shall not claim any partition or exclusive right on the land of the said premises or in the common areas and facilities and shall not erect any wall or temporary structure in the parking space or in any common area in the building.

i) That the purchasers are fully satisfied with quality and workmanship of the said ready property.

j) That the Purchaser shall not do anything whereby the other owners and occupiers of the flats of the said building will be disturbed, affected or prejudiced in any manner whatsoever.

4) **THE DEVELOPER/SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- a) The Developers/Sellers has constructed the building in accordance with the sanctioned building plan, revised plan of the Kolkata Municipal Corporation.
- b) The Developers/ Sellers has complied in full with the terms and conditions of the said Development Agreement.
- c) The registered Power of Attorney executed by the Owner is still valid and subsisting and is not revoked/ cancelled.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about 04 cottahs 01 chittacks and 07 sq.ft. be the same a little more or less together with G+IV storied building with lift together with easement right of egress and ingress and all common areas attached to the said **Premises No. P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata-700029**, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.86, District – 24 Parganas (South) Police Station – Kasba, Kolkata – 700029, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.86, under Assessee No. 110860400054, District 24 Pargans (South) and the said property butted and bounded as follows:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

SECOND SCHEDULE ABOVE REFERRED TO

(The Flat and Car Parking space under the Agreement)

ALL THAT self contained **FLAT No.**, measuring carpet area of about sqft, having its corresponding built up area Sqft and super built up area more or less sqft, SOUTH facing, comprising 3 bedrooms, 1 dining-cum-living room, 1 Kitchen, 1 toilet and 1 W.C, 1 verandah on the floor together with right to use one car parking space, numbered as "...", measuring 120 sqft at the ground floor of the G+IV Storeyed building with lift at **Premises no- P- 411/26, Hemanta Mukhopadhyay Sarani, Kolkata-700029** under the jurisdiction of Kolkata Municipal Corporation along with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others and is delineated red marked in herein annexed plan which is part and parcel of this sale deed.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Portions)

- 1) Areas :
 - a) Entrance and exits to the premises and the new building.
 - b) Boundary walls and main gate of the premises.
 - c) Lift, Staircase, stairhead room and lobbies on all the floors of the building.

d) Common toilet at the ground floor may get shifted as per choice of Developer and will be used by the flat owners, their maids and drivers and shop owners and their employees/staffs.

e) Entrance lobby.

f) Roof of the building and common installations on the roof.

2) Water, Plumbing and Drainage :

Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use);

3) Water Supply system.

Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit/or exclusively for its use.)

4) Electrical Installation :

a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use.

b) Lighting of the Common Portions.

c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply from CESC Ltd. in the name of the Purchasers shall be arranged by Developer at the cost and risk of purchaser.

5) Others:

Such other common parts, areas, equipments, installations, fittings fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-owners.

IN WITNESS WHEREOF the **PARTIES** doth hereby subscribed their hands, seals and signatures on the day, month and year first above written.

SIGNED AND DELIVERED

By the Parties at Kolkata

in the presence of :-

WITNESSES

1.

=====

Signature of the

OWNERS

2.

=====

Signature of the **PURCHASERS**

Drafted by me:

=====

Signature of the

DEVELOPERS/ SELLERS

Advocate

Alipore Police Court, Kol-27

MEMO OF CONSIDERATION

RECEIVED from within named Purchasers the sum of Rs...../- (Rupees) only as a full and final payment out of the total consideration value of **Rs...../- (Rupees)** only as described hereunder by the undersigned:-

<u>SL No</u>	<u>Date</u>	<u>Chq/Cash</u>	<u>Bank & Branch</u>	<u>Amount</u>
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Rs...../-

(Rupees) only.

WITNESSES :

1.

S.N. REALTY
Sudip *Prash*
 Partner Partner

**SIGNATURE OF THE
DEVELOPERS/ SELLERS**

2.