

PROPOSED DEED OF CONVEYANCE

This Indenture made on this day of, 2019
Smt. Tanima Mukherjee, Smt. Chandra Bharati Mukherjee,
Smt. Namita Mukherjee, Smt. Aparajita Mukherjee, Smt.
Purabi Roy, Smt. Sanjukta Ganguly and Sri Arindam Ganguly,
all co-owners of Premises No. 42A, Hazra Road, P.S. Ballygunge,
Kolkata - 700019, **represented by their Constituted Attorney**
Sri Animesh Sen, son of Late Nikhilesh Chandra Sen, PAN :
....., Mobile No. aged about
..... years, by faith Hindu, by occupation Business, by
Nationality Indian, residing at Flat 802, P17B, Asutosh
Chowdhury Avenue, P.O. Ballygunge, P.S. Karaya, hereinafter

referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

SRI/SMT., PAN,
Mobile No., son/wife/daughter of
....., aged about years, by faith,
by occupation, by Nationality Indian, residing at
....., P.O. P.S.
Kolkata, hererinafter referred to as the **PURCHASER**
(which expression shall unless excluded by or repugnant to the
context deemed to mean and include their respective legal heirs,
executors, administrators, legal representatives and assigns) of
the **SECOND PART**.

A N D

SAMSEN, a partnership firm registered under the Indian
Partnership Act, 1932, having its principal place of business at
1A, Jatin Bagchi Road, P.S. Gariahat, Kolkata - 700029 (PAN :

ACEFS7533A), represented by its authorized Partner Sri ANIMESH SEN, PAN No. , Mobile No. 9831077035, authorized vide hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the context deemed to mean and include the partners or partners for the time being for the said firm, the surviving or survivor of them and their respective legal heirs, executors, administrators of the last surviving and his / her/ their assigns) of the **THIRD PART**.

WHEREAS by a Deed of Conveyance dated 12th August 1941 made between Rajendra Nath Roy and Satyendra Nath Roy as Vendors of the one part and Peary Mohan Mukherjee, since deceased as Purchaser of the other part and registered in Book No. I, Volume No. 46, Pages 1 to 10, Being No. 1984 for the year 1941 of the Sub-Registrar of Assurances, Calcutta and the said Rajendra Nath Roy and Satyendra Nath Roy as Vendors granted conveyed transferred and assured unto the said Peary Mohan Mukherjee, since deceased, as Purchaser, ALL THAT the land tentiments hereditaments and premises containing an area of 1 Bigha 19 Cottahs 7 Chittacks and 38 Square Feet including a passage measuring an area of 8 Cottahs 15 Chittacks and 5

Square Feet situate lying at and being premises no. 42A, Hazra Road, in the town of Calcutta for consideration therein mentioned.

AND WHEREAS the said Peary Mohan Mukherjee, since deceased, thus became absolutely seized and possessed of the said Premises No. 42A, Hazra Road, in the town of Calcutta died on 13th April, 1956 leaving his widow Radha Rani Devi, his children viz. Reba Ganguli, since deceased, Bimal Kumar Mukherjee, since deceased, Nirmal Kumar Mukherjee, since deceased, Mira Mukherjee, Mukul Mukherjee, since deceased, Kasturi Mukherjee, Karabi Mukherjee, Prasanta Kumar Mukherjee, since deceased and Purabi Roy.

AND WHEREAS the said Peary Mohan Mukherjee, since deceased, bequeathed Premises No. 42A, Hazra Road, in favour of his widow Radha Rani Devi, since deceased and his sons Bimal Kumar Mukherjee, since deceased, Nirmal Kumar Mukherjee, since deceased and Prasanta Kumar Mukherjee, since deceased respectively as his legal heiress, heirs and legal representatives, who became seized and possessed of the said Premises No. 42A, Hazra Road in the town of Calcutta.

AND WHEREAS the said Radha Rani Devi, since deceased, along with Bimal Kumar Mukherjee, since deceased, Nirmal Kumar Mukherjee, since deceased and Prasanta Kumar Mukherjee, since deceased applied for and obtained Letters of Administration to the estate of the deceased Peary Mohan Mukherjee in Act 39 (Probate) Case No. 121 of 1956 from the Court of the 9th Subordinate Judge at Alipore, 24-Parganas on or about 19th April, 1958;

AND WHEREAS the said Administrators completed administration of the Estate of the said Peary Mohan Mukherjee, since deceased, and made over the same to the said Bimal Kumar Mukherjee, since deceased, Nirmal Kumar Mukherjee, since deceased, Prasanta Kumar Mukherjee, since deceased and the said Radha Rani Devi, since deceased;

AND WHEREAS Radha Rani Devi, since deceased, died intestate on 18th December 1983 and her undivided 0.25 share or interest in the said property devolved upon all her children in equal shares;

AND WHEREAS the death of Radha Rani Devi, her sons Bimal Kumar Mukherjee, since deceased, Nirmal Kumar Mukherjee,

since deceased and Prasanta Kumar Mukherjee, since deceased, were entitled to $10/36^{\text{th}}$ i.e. 0.277778 undivided share or interest in the said property and her daughters Reba Ganguli, since deceased, Mira Mukherjee, Mukul Mukherjee, since deceased, Kasturi Mukherjee, Karabi Mukherjee and Purabi Roy were each entitled to $1/36$ i.e. 0.0277778 undivided share or interest in the said property;

AND WHEREAS Reba Ganguli, since deceased, wife of Hirendra Nath Ganguli, since deceased, died intestate on 27th October 1987 and her $1/36^{\text{th}}$ i.e. 0.0277778 undivided share in the said property devolved equally on her children Sanjukta Ganguli and Arindam Ganguli;

AND WHEREAS Bimal Kumar Mukherjee, since deceased, died intestate on 16th November, 1989 and his undivided $10/36^{\text{th}}$ i.e. 0.277778 share in the said property devolved equally on his widow Tanima Mukherjee and Chandra Bharati Mukherjee;

AND WHEREAS Nirmal Kumar Mukherjee, a bachelor, died intestate on 21st October, 1993 and his undivided $10/36^{\text{th}}$ i.e. 0.277778 share in the said property devolved equally on his surviving brothers and sisters viz. name Prasanta Kumar

Mukherjee, since deceased, Mira Mukherjee, Mukul Mukherjee, since deceased, Kasturi Mukherjee, Karabi Mukherjee and Purabi Roy in equal $8/108^{\text{th}}$ i.e. 0.0462963 shares;

AND WHEREAS Prasanta Kumar Mukherjee, since deceased, became owner of $35/108$ i.e. 0.3240741 undivided share in the said property whilst Mira Mukherjee, Mukul Mukherjee, since deceased, Kasturi Mukherjee, Karabi Mukherjee and Purabi Roy each became owner of $8/108^{\text{th}}$ i.e. 0.0707408 undivided share in the said property;

AND WHEREAS Prasanta Kumar Mukherjee, since deceased, died intestate on 17th January, 2005 and his $35/108^{\text{th}}$ i.e. 0.3240741 undivided share in the said property devolved equally amongst his wife Namita Mukherjee and daughter Aparajita Mukherjee;

AND WHEREAS Mukul Mukherjee died intestate on 27 November, 2012 and her $8/108$ or 0.010582 undivided share in the said property devolved equally on her living sisters and legal heirs/heirress of the deceased brothers and sister.

AND WHEREAS the said Kasturi Mukherjee died on 18.06.2016, the said Mira Mukherjee died on 19.03.2017 and the said Karabi

Mukherjee died on 07.04.2018 and all being unmarried having intestate their undivided share in the said property devolved unto the remaining as owner in equal proportion i.e. 0.064%.

AND WHEREAS the ownership in the said property now stands as under :

Tanima Mukherjee & Chandra Bharati Mukherjee	0.352
Namita Mukherjee & Aparajita Mukherjee	0.398
Purabi Roy	0.149
Sanjukta Ganguli & Arindam Ganguli	0.102
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	1.000

AND WHEREAS the portion of the land measuring 10 cottahs more or less in the northern portion of the said property was developed into a block of flats wherein right of permanent access through the entrance passage from Hazra Road have been granted to the said block of flats;

AND WHEREAS the Owners are thus now absolutely seized and possessed of the remaining portion of the land measuring 1 (One) Bigha 9 (Nine) Cottahs 7 (Seven) Chittacks 38 (Thirty Eight) Square Feet more or less including the passage measuring 8

(Eight) Square Feet hereinafter mentioned in the Schedule "A" hereunder written;

AND WHEREAS the co-owners, hereto agreed to develop the remaining portion of the said property measuring 1 (One) Bigha 9 (Nine) Cottahs 7 (Seven) Chittacks 38 (Thirty Eight) Square Feet in Schedule "A" hereunder written subject to the right of access to the rear portion of the already developed portion and on the terms and conditions detailed in the Development Agreement.

AND WHEREAS the said land is earmarked for the purpose of building a residential project comprising multi-storied apartment buildings consisting of 18 storied and the said project shall be known as "Project".

AND WHEREAS the joint Owners of the said property had entered into a Development Agreement on 13th August, 2014 with the Promoter who is one of the Partner of the partnership firm **SAMSEN** therein described as the Promoter for the purpose of developing the said property by constructing thereat multi-storied building as per plan so to be sanctioned by the concerned authorities of the Kolkata Municipal Corporation on joint venture

basis on the terms and allocation detailed, mentioned and agreed therein.

AND WHEREAS on the basis of the said Agreement dated 13th August, 2014 two registered Power of Attorney one dated 13th August 2014 and the other dated 10th December, 2014, both registered in the office of the District Sub Registration-I, Alipore, South 24 Parganas and entered in Book No. IV, CD Volume No. 2, at Pages 4104 to 4117, Being No. 00669 for the year 2014 and in Book No. IV, CD Volume No. 3, at pages 4521 to 4530, Being No. 00997 for the year 2014 conferring upon right on the said Partner, inter alia, to develop the said property and other power and rights as mentioned and detailed therein.

AND WHEREAS pursuant to the right conferred upon the said Constituted Attorney Holder / Promoter the said Constituted Attorney Holder / Promoter had assigned the purports and contents, obligation, rights and powers as contained in the Development Agreement dated 13th August 2014 unto his own partnership firm SAMSEN for the purpose of carrying out the development and construction works as embodied in the said Development Agreement in respect of the said property.

AND WHEREAS the Constituted Attorney Holder / Promoter is fully competent to enter this Agreement and all the legal formalities with respect to the right, title and interest of the Constituted Attorney Holder / Promoter regarding the said Land on which Project is to be constructed have been completed;

AND WHEREAS the Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 25.08.2017 bearing registration no. 2017080045.

AND WHEREAS the Constituted Attorney Holder / Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the Kolkata Municipal Corporation. The Constituted Attorney Holder / Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS the Constituted Attorney Holder / Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at

..... on under Registration No.
.....;

AND WHEREAS the Purchaser herein had applied for and apartment/flat in the Project vide Application No. dated And has been allotted apartment/flat no. having carpet area of square feet, on the floor in the said building project at premises no. 42A, Hazra Road, P.S. Ballygunge, Kolkata - 700019 along with garage / covered parking no. admeasuring square feet in the, as permissible under the applicable law and of *pro rata* share in the common areas as defined under clause (m) of Section 2 of the Act, hereinafter referred to as the "Apartment/Flat" more particularly described in Schedule "B" and the floor plan or the apartment/flat is annexed hereto and marked in the Schedule "B";

AND WHEREAS the Purchaser have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS the Purchaser hereby confirm that he/she is signing this Deed of Conveyance with full knowledge of all the

laws, rules, regulations, notifications, etc., applicable to the Project;

AND WHEREAS the Purchaser relying on the confirmations, representatives, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter and have this Deed of Conveyance registered on the terms and conditions appearing hereinafter;

AND WHEREAS in accordance with the terms and conditions set out in this Deed of Conveyance and as mutually agreed upon by and between the Parties, the Constituted Attorney Holder / Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the apartment / flat in the said property and the garage / covered parking as specified hereinbefore.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above premises and in consideration of the said sum of Rs. (Rupees) only received by the Constituted Attorney Holder / Promoter in the manner appearing in the Memo of consideration written hereunder and in consideration of transfer and sale of the

interest of the Constituted Attorney Holder / Promoter in the said Owners as well as the right, title and interest in the said apartment / flat, the Constituted Attorney Holder / Promoter do hereby convey, assign, transfer unto the Purchaser **ALL THAT** the apartment / flat being no., on the floor, measuring square feet carpet area together with a car parking space on the ground floor at Premises No. 42A, Hazra Road, P.S. Ballygunge, Kolkata - 700019 particularly mentioned in the Schedule "C" together with a right to use, entrance, stair case, lift, courtyard, roof of the said building in common with the other Purchasers of the said property, free from all encumbrances and attachment whatsoever **TO HAVE AND TO HOLD** as a Purchaser, the apartment / flat hereby conveyed **AND THAT** the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said apartment / flat hereby conveyed, and to receive the rent and profit thereof without any lawful eviction, interruption, claim demand whatsoever from the Owners and the Constituted Attorney Holder / Promoter or any person or persons lawfully and equitably claiming any estate, right, title on interest in the said apartment / flat or any part thereof.

AND THE PURCHASER DOTH HEREBY CONVENANT WITH OWNERS/CONSTITUTED ATTORNEY HOLDER/PROMOTER AS UNDER :

- a) The Purchaser herein shall at all times hereafter regularly and punctually make payment of all Municipal Taxes, Municipal Surcharge, Water Tax, multi storied building taxes and all other taxes, cess, imposition and outgoings whatsoever which may from time to time imposed or become payable in respect of the said apartment/flat of the said building.
- b) The Purchaser shall pay to the Constituted Attorney Holder / Promoter his/her share of the common charges for general repairs to the said premises no. 42A, Hazra Road, P.S. Ballygunge, Kolkata - 700019 and for maintenance of the building and its fixtures and fittings in good condition for running the pump for supply of filtered and/or unfiltered water, for lighting of the compound, the entrances and staircase and corridor and for office expenses for maintaining accounts and collection charges, legal charges, audit fees and other similar general expenses of the building

such share to be borne and paid by the Purchaser as to be determined by the Constituted Attorney Holder / Promoter time to time.

- c) The Purchaser shall at his/her own expenses through the Constituted Attorney Holder / Promoter obtain necessary connection for supply of electrical energy to the said apartment/flat and abide by the rules governing such supply and pay all the charges for consumption of electrical connection in the said apartment/flat.
- d) The Purchaser will keep the demised apartment / flat including all fixtures and fittings thereof in good and tenantable condition and effect all necessary repairs thereto at his / her own costs to keep the same in tenantable and habitable condition.
- e) The Purchaser will not do or permit to be done any act at the demised apartment / flat which may cause, damage thereto or to any part thereof or disturb or damage the sanitary fittings, water supply fittings or equipment at the said apartment/flat being damaged or disturbed, the

Purchaser will at his/her own cost repair the damaged and put the same in order.

- f) The Purchaser will not make or permit to be made any permanent structure or other alteration in the demised apartment/flat or any addition or alterations thereto without the previous consent of the said Constituted Attorney Holder / Promoter in writing and without like consent demolish, dismantle or damage any part of the fixture and fittings thereof or any of the walls, doors or windows.
- g) The Purchaser shall bear and pay a proportionate share of the insurance premium, in the event of the said building no. 42A, Hazra Road, P.S. Ballygunge, Kolkata - 700019 being insured against fire, such proportion to be determined by the Constituted Attorney Holder / Promoter and the Purchaser shall not do or suffer to be done any act or store any such material at the said apartment/flat as well render the insurance void or voidable or enhance the amount of the premium.

- h) The Purchaser will use the said apartment/flat only for the residence for himself/herself and his/her family and shall not use the said apartment/flat for any other purpose or for any such professional work or activities which may cause risk to the health or safety of the other residents of the building and causing them undue inconvenience or disturbance.
- i) The Purchaser will not use or permit to be used the said apartment/flat any part thereof as a public house or for any unlawful nuisance or dangerous trade or business or for storage of any such articles as may in the opinion of the said Constituted Attorney Holder / Promoter be cause of danger or nuisance.
- j) The Purchaser shall at his/her own costs and expenses keep the demised flat and lavatory drains bath rooms and kitchen therein and drainage pipes thereof neat and clear and keep the electrical wiring and installations in proper repair.
- k) The Purchaser shall comply with all requisites and orders of the Municipal authorities and other local authorities

regarding the said apartment/flat and the Purchaser alone shall be liable to meet all claims demand and fines on account of default in such compliance.

- 1) That the Purchaser paying regularly the dues for the maintenance and up-keepment of the said building and of the said building and otherwise observing and performing the covenants and conditions on the part of the Purchaser hereinbefore contained shall quietly and peacefully enjoy the demise apartment/flat without any interruption by any person lawfully claiming by from or under in trust for the said Owner / Constituted Attorney Holder / Promoter but in no case shall the said Constituted Attorney Holder / Promoter be liable for any stoppage of water supply or electrical current due to any default or failure on the part of the Corporation or the CESC Ltd.
- 1) The Electricity meter / connection in respect of the said apartment/flat hereby conveyed shall be in the name of the Purchaser who has been paying such bill amount regularly.

- m) That the Purchaser shall apply for and that the said apartment/flat shall be mutated in the KMC records in the name of the Purchaser.

THE SCHEDULE 'A' AS REFERRED TO ABOVE

ALL THAT the piece and parcel of land containing an area of 1 (One) Bigha 9 (Nine) Cottahs 7 (Seven) Chittacks 38 (Square Feet) be the same a little more or less situate and being no. 42A, Hazra Road, P.S. Ballygunge, Kolkata – 700019 in Ward No. 69 of the Kolkata Municipal Corporation having Assessee No. 11-069-23-0021-0 and butted and bounded by as follows :

- On the North** : By portion of Premises No. 42A, Hazra Road
- On the East** : By portion of 42, Hazra Road
- On the South** : By Hazra Road
- On the West** : By premises no. 41, Hazra Road, 16 and 18 Ritchie Road

THE SCHEDULE 'B' AS REFERRED TO ABOVE

ALL THAT the residential apartment / flat no. of the floor of premises 42A, Hazra Road, P.S. Ballygunge, Kolkata - 700019 measuring about sq. ft. carpet area consisting of rooms, toilets, drawing cum dining room, kitchen, and verandah on the Floor along with the undivided proportionate share of the land and covered car parking space on the ground floor of the said premises Ward No. 69.

THE SCHEDULE 'C' AS REFERRED TO ABOVE

1. Entrances and exits of the building and the premises, all roads, pathways and passages within the premises and compound walls.
2. The space in the ground floor for office, security, maintenance and stores.
3. The room for main electrical installations of the building and the main meter and incoming supply into the main meter.

4. Power Generator and all fittings thereto annexed up to the main meter of the Building.
5. Drainage and Sewerage lines and other installations for the same (except only those installed within the exclusive area of any flat and/or exclusively for its use).
6. Stair case, lobbies, lifts, landings on all the floors and the roof.
7. Electrical lighting installations for the common parts of the buildings and common portions of the premises.
8. Water treatment plant/s.
9. Water pump, water reservoir, underground and overhead tank together with all common plumbing installations for carriage of water (save only those exclusively within and for use of any flat).
10. Down pipes for discharge of rain water from the roof.
11. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the land and the building as may be necessary for passage to and/or use of the apartments/flats in common by all other co-purchasers.

IN WITNESS WHEREOF the Owner / Constituted Attorney Holder / Promoter and the Purchaser hereto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Owners at Kolkata through their Constituted Attorney in the presence of :

1.

OWNERS

Through their Constituted Attorney

2.

SIGNED, SEALED AND DELIVERED

by the Promoter at Kolkata in the presence of :

1.

PROMOTER

2.

SIGNED, SEALED AND DELIVERED

by the Purchaser at Kolkata in the presence of :

1.

PURCHASER

2.

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the within mentioned sum of Rs. (Rupees
.....) only towards full payment of consideration money in the following manner :

By D/D No. dated Rs./-
By D/D No. dated Rs./-
By D/D No. dated Rs./-
By D/D No. dated Rs./-
By D/D No. dated Rs./-
Total Rs./-

(Rupees) only

WITNESSES :

1.

**SIGNATURE OF THE
CONSTITUTED ATTORNEY
/ PROMOTER**

2.