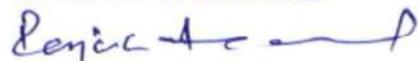


## **DEED OF CONVEYANCE**

THE DEED OF CONVEYANCE is made on this the ..... Day of  
....., Two Thousand and Twenty-Five (2025)

**BETWEEN**

**RAJESH AGARWAL**

  
**Proprietor**

**SRI SRI KRIPAMOYEE KALIKA THAKURANI** (PAN-AAAJS0528B),  
**AND SRI DURGESWAR SHIVALANGA** having it's Income Tax  
Permanent Account Number (AAAJS 3790D) **AND**  
**KSHETRESWASTRUST ESTATE** also known as **SRI SRI**  
**KSHETRESWAR SHIVALINGA** having it's Income Tax Permanent  
Account Number (AAAJS 0529A), and its office at 85, Cossipore Road,  
Post Office- Cossipore, Police Station- Cossipore, Kolkata - 700002, in the  
state of West Bengal being represented by **SHRI SATI NATH**  
**BANERJEE**, having his Income Tax Permanent Account Number  
(AGIPB1651Q), son of Samarendra Nath Banerjee by Faith- Hindu, by  
Nationality-Indian, by Occupation- Retired Engineer, residing at and  
being Municipal Premises No. 24/8, Garcha First Lane, Post Office-  
Garcha, Police Station- Ballyguange, Kolkata- 700019, in the State of West  
Bengal, Managing Trustee/ Shebait of the aforesaid Trust Estate,  
hereinafter referred to as the "**LAND OWNERS**" represented by the  
Constituted Attorney **SRI RAIESH AGARWAL**, having his Income Tax  
Permanent Account Number (ACQPA8647M), (which expression shall  
unless excluded by or repugnant to the context shall include the  
transferee or Assignee of the **TRUST ESTATE**) of the **FIRST PART**;

**AND**

**SRI RAJESH AGARWAL**, having his Income Tax Permanent Account Number (ACQPA8647M), son of Late Ganga Prasad Agarwal, aged about 50 years, by faith - Hindu, by occupation - Business, residing at 35 Kesto Das Pal Lane, Post Office; Beadon Street, Police Station: Girish Park, Kolkata - 700 006, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to include his successors, administrators legal representatives and assigns) of the **SECOND PART**.

**AND**

..... hereinafter called the **PURCHASER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, legal representatives, administrators, executors and assigns) of the party of **THIRD PART**.

**WHEREAS** by a Deed of Trust registered on 27<sup>th</sup> September, 1909, the land with premises no.88 Tarak Pramanik Road, Kolkata, 700006, along with a two storied building standing thereon and several other properties, jewelries, utensils, etc. were dedicated to the aforesaid Deities by their owner, Baman Das Mukherjee in perpetuity for the purpose of maintenance and seva puja of the said Deities.

**AND WHEREAS** Baman Das Mukherjee appointed himself as the first Shebait of the said Endowment and it was provided that after his death, such person shall become shebait as the said Baman Das Mukherjee shall by his last Will and Testament or by any deed of appointment, appoint and in default of any such Will or Deed of appointment, the eldest surviving members amongst the male heirs in the male line of the said Baman Das Mukherjee shall be such shebait and on the death of such eldest male heir, the next eldest surviving member amongst the male heirs in the male line of the said Baman Das Mukherjee shall be such shebait and so forth and in default of any such heir in the male line, the eldest surviving member amongst the male heir of the female line of the said founder shall be such shebait and on the death of such male heir through the female line, the next eldest surviving member amongst the male heirs through female line of the said founder shall be the shebait and so forth.

**AND WHEREAS** after the demise of Baman Das Mukherjee, his eldest son, Manmatha Nath Mukherjee became the shebait of the aforesaid trust estate.

**AND WHEREAS** the said Manmatha Nath Mukherjee by deed of appointment, dated 17<sup>th</sup> May, 1966 appointed his grandson, Ashim Kumar Mukherjee, as the shebait of the said trust estate.

**AND WHEREAS** disputes and differences having arisen between the two sons of Manmatha Nath Mukherjee namely (1) Narendra Nath Mukherjee and (2) Bhupati Nath Mukherjee regarding administration of the trust estate, the said Narendra Nath Mukherjee instituted two different suits before the 7<sup>th</sup> Court of the Learned Subordinate Judge at Alipore, being Title Suit Nos.46 of 1971 and 47 of 1971 for declaration and settlement of Scheme of administration of the said Debuttar estate.

**AND WHEREAS** against the judgement and decree passed in the said suit, Narendra Nath Mukherjee preferred a First appeal before the Hon'ble High Court being F. A. No. 246 of 1972.

**AND WHEREAS** on 25<sup>th</sup> September 1985, the said First appeal was decreed on compromise as per the Terms of Solenama filed by the parties to the said appeal.

**AND WHEREAS** under the terms of the said compromise decree :-

- (i) Ashim Kumar Mukherjee unconditionally relinquished his right, title and interest as per the deed of appointment of shebait, dated 17<sup>th</sup> May 1966 executed by Manmatha Nath Mukherjee.
- (ii) The judgement and decree of the 7<sup>th</sup> court of the Learned Subordinate Judge at Alipore passed in Title Suit No.46 of 1971 and 47 on 1971 was set aside by the consent of all the parties and the injunction against all the parties in Title Suit No.47 of 1971 was vacated,
- (iii) All the heirs of Manmatha Nath Mukherjee were declared as shebaits of the Deities,
- (iv) All the parties confirmed and ratified all the acts and deeds done in the course of administration of the trust estate, including copy of accounts of the trust estate, by the said Ashim Kumar Mukherjee, since the death of the previous shebait.

**AND WHEREAS** on the basis of the resolution passed in the meeting of the Shebaits dated 23<sup>rd</sup> March 2019, Sri. Satinath Banerjee has been appointed as the new Managing Shebait of the said Debutter property.

**AND WHEREAS** due to inflation, the cost of daily seva puja and holding of the periodical festivals and maintenance of the thakurbari have gone up considerably and there are huge outstanding dues towards unpaid property taxes in respect of the debutter properties and assessment of tax and acquisition of some of the debutter properties are required to be challenged before the court and the income of the debutter properties have become insufficient to meet those expenses and so the need was felt to explore new options for enhancement of income of the trust from the Debutter properties.

**AND WHEREAS** Development of the Debutter property by demolition of the existing structure and construction of new building utilizing the full FAR, where ever feasible, is the only option to generate better income/earnings than to give the existing building on rent.

**AND WHEREAS** this is a private debutter and not a 'trust' within the meaning of Indian Trust Act, and it is for the benefit of the debutter and for legal necessity for continuation of daily seva puja and holding of the periodical festivals and maintenance of the thakurbari that the properties of the Debutter be developed in the manner stated in the last foregoing recital.

**AND WHEREAS** the shebait in their meeting, dated 13<sup>th</sup> March 2021, have resolved to enter into this Development Agreement under the following terms and conditions subject to approval by the Hon'ble High Court at Calcutta.

**AND WHEREAS** the Trust through its Managing Shebait/ trustees filed an application under section 34 of the Indian Trust Act 1882 before the Hon'ble High Court at Calcutta being A.T.A. No. 4 of 2021 and upon hearing the contesting parties, the Hon'ble Court vide its order dated 8<sup>th</sup> October, 2021, inter - alia allowed the shebait to negotiate and enter into development agreement with prospective parties in respect of certain designated properties which includes the present property.

**AND WHEREAS** the PARTIES hereto have conjointly decided and/or consented and it has become necessary for them to reduce in writing the terms and conditions to avoid dispute or misunderstanding amongst the PARTIES hereto in future.

**AND WHEREAS** accordingly the Land Owners herein and the Developer herein duly entered into a **DEVELOPMENT AGREEMENT WITH GENERAL POWER OF ATTORNEY** for construction of a

multistoried building, the same was executed on, which was registered at the office of the Registrar of Assurances, Kolkata and same was recorded in Book No. ...., Volume No. ...., Pages from ..... to ..... being No. .... for the year ....., for the sake of brevity, the registered Development Agreement, hereinafter referred to as the 'said Development Agreement with General Power of Attorney with certain terms and conditions as stated therein, whereby empowering the said Developer therein to acts, deeds and any other things in respect of the said property on behalf of the Owners therein.

**AND WHEREAS** by the dint of said Development Agreement with General Power of Attorney, the Developer herein obtained sanction Building Plan from the Kolkata Municipal Corporation vide no. in the name of Land Owners herein, and accordingly the Developer has started the construction work of the said proposed multistoried building of flats, commercial spaces, car parking spaces, shops, etc.

**AND WHEREAS** the Developer has obtained the registration of the project from the Real Estate Regulatory Authority vide no.

**AND WHEREAS** the Purchaser herein being desirous to purchase a flat of the said building on the ..... floor measuring about.....sq.ft.

covered area front side particularly mentioned in the Schedule 'B' hereinafter referred together with the undivided proportionate impartial share of land underneath, which is a part of the allocation and the owner along with the developer has agreed to sell the abovesaid Flat at or for a consideration of Rs..... only i.e. @.....per Sq. Ft. to the Purchaser and the Purchaser also agreed with the terms of the Developer in terms of the clauses made hereunder:

**NOW THIS INDENTURE WITNESSETH AND IT IS FURTHER AGREED BY AND BETWEEN THIS PARTIES, THE TERMS AND CONDITIONS AS UNDER: -**

1. That the Vendors and the Developer herein agreed to sell and Purchaser herein agrees to purchase the said flat of the said building on the ..... Floor measuring about ..... sq. ft. covered area on the front side particularly described in the Schedule 'B' along with fittings and fixtures as specifically mentioned in the Schedule 'C' hereinafter referred together with undivided proportionate impartible share of land underneath more-fully and specifically described in the Schedule 'A' hereunder written along with all common rights, civic amenities and facilities available in

the proposed building including the right to use the staircase from ground floor to top floor roof as specifically mentioned Schedule 'D' hereinafter referred with common obligations and expenses as specifically mentioned in the Schedule 'E' hereinafter referred.

2. That the cost of the SAID Flat on the ..... Floor is Rs. ....../- (Rupees .....) only i.e. @ Rs. .... per Sq. Ft. and after completion of construction if the area is found to be more than the area specified above then the Purchaser shall have to pay an additional amount for the extra area @Rs. ....../-per Sq. Ft. as per the sanction of plan by the Municipality.
3. That the Purchaser, paid a sum of Rs. ....../-(Rupees .....) only towards Advance Money against the SAID FLAT on the date of execution of this Agreement and a sum of Rs. .... (Rupees .....) only at the time of booking and the balance Consideration Money will be paid from time to time which is more particularly described in the Schedule "G" hereunder and all payments have to be made prior to handing over the possession of FLAT and/or registration of SAID FLAT, whichever is earlier, as per the total area of the SAID FLAT.

4. The time is the essence of this contract. The delivery of possession of the SAID FLAT shall be positively handed over to the Purchaser within the thirty months from the date of execution of this Agreement, subject to Force Majeure. In case the Developer fails to hand over the SAID FLAT to the Purchaser within months from the date of execution of this Agreement, the Developer will be liable to pay a compensation to the Purchaser at Rs. ....../ (Rupees ..... ) only per Sq. Ft. per month of delay, until the completion.
5. That the Developer herein shall, after completion of the entire work as aforesaid, give a verbal intimation to the Purchaser for their onward action for getting registration/ possession of the same.
6. That upon receipt of the entire Consideration Money, the Developer shall be liable to sign and execute a proper Deed of Conveyance in favour of the Purchaser and if the Developer refuses/neglect to execute the Deed of Conveyance in favour of the purchase in that event the Purchaser shall have the right to sue the Developer for the specific performance of this contract.

7. That all the costs of such Deed of Conveyance including the cost of Stamp Duty, Registration Fee as per the valuation of the Registering authority for the final Deed of Conveyance, Advocate Fees amounting to Rs..... out of which the Rs. .... / has to be paid at the time of execution of the agreement for sale and the balance Rs..... at the time of execution of deed of conveyance and other incidental cost shall be borne by the Purchaser and the Purchaser hereby agrees that the preparation and registration of the final Deed of Conveyance shall be done through the Advocate of the Developer.
8. That the Purchaser shall bear the cost and expenses for installation of separate Electric Meter in their SAID FLATS and for which the Purchaser shall deposit Rs..... only, the cost of bringing new Electric Meter for their SAID FLAT to the Developer at the time of handing over the possession of SAID FLAT.
9. That the Purchaser shall be entitled to use and enjoy all the common areas and facilities in the premises in common with the

other occupiers of flats including the top most roof along with stair.

10. That the Purchaser shall not be entitled to carry on any illegal or immoral trade or business in the SAID FLAT or in any part of the building and the Purchaser shall not use the flat or the common areas in such a manner, which shall cause nuisance or annoyance to, the occupiers of the other flat and/or apartment in the building.
11. At all times thereafter the Purchaser shall be entitled to ownership of the SAID FLAT and shall also be entitled to the ownership of the common areas in common with the other purchasers of the building but shall not be entitled to the possession of the SAID FLAT till the entire consideration money is paid to the Developer on account of the sale to the SAID FLAT.
12. That the Developer shall construct the said Building and every part hereof with standard materials and as per the specification attached hereby and in accordance with the Plan sanctioned by the competent Authority, but subject to such minor deviation may be advised by the architect and permitted by law/practices

without impairing the essential features of the SAID FLAT as regards size, situation and facilities to be provide, herein and the Developer shall have every right to exploit the property of the commercially according to the desire and the Developer shall have the right to construct any additional floor above the present sanction Plan and in that case the Purchaser shall have no right to raise any objection, if so raise same shall be treated as null &void.

13. That the Purchaser shall bear proportionate share of Municipal Taxes with effect from the date of the possession till the Association of Flat Owners is formed and for which the Developer shall not take the responsibility of payment Taxes.
14. That the Purchaser has investigated the title of the Vendor in respect of the said land and being fully satisfied with the title has entered into this Agreement.
15. That the Purchaser has expressly given consent and empowered the Developer for variations and/or modification and/or alteration of the flat as the Developer may consider necessary or as may be required by any Public Authority or due to any change

in prevailing laws/rules, in the course of the development of the said Apartment.

16. That the Developer shall arrange sufficient water for all the owners of the said building through the water distribution system through water lifting submersible pump.
17. That the undivided share of land as mentioned in the schedule 'A' hereunder, always remain indivisible & impartible and the Purchaser shall not be entitled to claim partition of separate possession, the Purchaser shall hold & enjoy the undivided share of land of Schedule 'A' property in common with the other co-owners of the undivided interest of the Schedule 'A'" for the purpose of ensuring uninterrupted ownership and peaceful possession, utility and enjoyment for the other co-owners.
18. That the Developer shall construct the entire project with standard quality of building materials as stated in the specification attached herewith but in the event of non-availability of certain brands or materials due to market condition or closure of brand/company, the Developer shall be permitted to use an alternative brand.

19. That the Purchaser shall not be entitled to compensation/penalty from the Developer for any delay completion if the Purchaser fails to adhere strictly to the schedule payment as stated above as & when demanded by the Developer.
20. That the Purchaser has expressly given consent and empowered the developer for variations and/or modification and/or alteration of the flat as the Developer may consider necessary or as may be required by any Public Authority or due to any change in prevailing laws/rules, in the course of the development of the said Apartment.
21. All disputes and differences between the vendors and relating to or arising out this Agreement shall be referred to (one to be appointed by each of them and such Arbitration of the Arbitration & conciliation Act, 1996.

**THE SCHEDULE 'A' ABOVE REFERRED TO:**

(Description of the premises)

**ALL THAT** land measuring an area of 03 (Three) Cottahs 06 (Six) Chittaks be the same a little more or less together with an old dilapidated 02 (Two) Storied Residential Building Structure standing thereon having a total area of 2000 Sq. Ft. be the same a little more or less [ i.e. each floor having an area of:- 1000 Sq. Ft be the same a little more or less], which is lying and situated at and being Municipal Premises No. 88, Tarak Pramanik Road, Post Office- Girish Park, Police Station-Girish Park, within the local ambit of Kolkata Municipal Corporation and within the Jurisdiction of Additional Registrar of Assurances Kolkata, Kolkata-700006, in the State of West Bengal.

**ON THE NORTH: By**

**ON THE SOUTH: By**

**ON THE EAST: By**

**ON THE WEST: By**

**SCHEDULE "B"**

**(Description of the Flat)**

**ALL THAT** flat measuring about ..... square feet ( covered area) on the ..... floor front side in Premises No. 88, Tarak Pramanik Road, Post Office- Girish Park, Police Station-Girish Park, within the local ambit of Kolkata Municipal Corporation and within the Jurisdiction of Additional Registrar of Assurances Kolkata, Kolkata- 700006, in the State of West Bengal.

**SCHEDULE "C"**

**(Specification)**

**SPECIFICATION OF THE FLAT**

- 1. STRUCTURE:** R.C.C. Framed structure with R.C.C. columns and beams for G+4 building by Kolkata Municipal Corporation after soil test.

**WALLS:** 200mm thickness external walls and 75/125 mm thickness internal walls with both side cement plastering.

**DOORS:** Good quality Sal wooden frame and factory made commercial flush doors shutters with aluminum and C.P. fittings. Factory finishes PVC Made doors will be provided for the toilet.

**WINDOWS:** Anodized aluminum channel glass -windows with grill.

**FLOOR:** Complete Vitrified tiles with 4" high skirting.

**TOILETS:** Vitrified tiles floor with 6-feet high glazed tiles dado floor level and concealed water lines with G.I. pipes and C.P. fittings and fixtures and commode with cistern, 3 numbers taps, 1 No. shower and 1 basin and one geyser power point with two numbers angular stopcocks concealed pipes.

**KITCHEN;** Vitrified tiles floor finished and kitchen platform top will be black stone slab with steel and tiles dado kitchen platform up two feet height.

**TELEPHONE:** Wiring of one point in each flat.

**CABLE T.V:** One point in each flat.

**INTERIOR PAINTING:** All internal walls and ceiling of flat will be finished with a coat of plaster of Paris

**EXTERNAL PAINTING:** Water proofing cement-based paint.

**WATER LINE:** All water line will be surfaced; standard quality of G.I. Pipes and sizes will be provided.

**WATER ARRANGEMENT:** Water supply through deep tube wells will be available for which necessary underground and

overhead reservoir, motor and pump and pipe line of adequate measure will be made.

**ELECTRIC WIRING & POINTS:** All concealed

- a) Bed rooms: 3 points for light, 1 point for fan and 2 nos 5 amps plug point
- b) Drawing -cum- Dinning: 3 points for light, 2 points for fan ,1 no. 15 amps and 2 nos. 5 amps plug point.
- c) Kitchen: light point, 1 point for exhaust fan and 2 nos. 15 amps plug point
- d) Toilet: 1 light point, 1 point for exhaust fan and 1 no. 15 amps plug point.
- e) Verandah: 1 light point
- f) Passage: 1light point/bell point.

**THE SCHEDULE "D" ABOVE REFERRED TO:**

(Fixtures and Fittings of Flat)

- 1. **SUPER STRUCTURE** : As per UttarparaKotrung Municipalit Plan.
- 2. **DOOR AND WINDOW** : All doors would be flush doors made c commercial ply and Door Frames made c Sal Wood, main Door would be fitted wit Godrej Night Latch Lock. All window would be made of natural colou

aluminum sliding with plain white glass.  
All doors would be painted with white enamel paint. Apparatus, Frames and C. I. Teakwood shall be used for shutter.

- 3. FLOORING** : All rooms, dining-living flooring would be finished with tiles with 4" skirting and bathrooms, kitchen and balcony (if any) flooring would be finished with Ceramic Tiles. The walls of the Toilet/ Bathroom would be finished with white glazed tile up to door height.
- 4. SANITARY AND PLUMBING** : Standard toilet would be provided with C. P. Shower, one commode/ Indian type Pa (Hindware) with P. V. C. Cistern (all white colour) and in W. C. there would be only one tap (all taps and C. P. fittings of 'Mar based model). There would be concealed line and geyser line. There would be only 01 (One) basin of White Colour(18" x 12" Hindware base model) in each flat.
- 5. ELECTRICAL WIRING** : A) Concealed wiring in all flats (Copper Electrical Wire- FINOLEX/ HAVELLS).  
B) Each flat will be provided with th

following electrical points:-

i) **Bedrooms:** 02 Light Points, 01 Fa Point, 01 Plug Point (5 Amp.).

ii) **Dinning/ Drawing:** 02 Light Points, 0 Fan Point, 01 Plug Point (15 Amp.), 01 T. V Power Point, 01 Cable Point without wire.

iii) **Kitchen:** 01 Light Point, 01 Exhaust Fa Point, 01 Plug Point (15 Amp.).

iv) **Toilet:** 01 Light Point, 01 Exhaust Fa Point.

v) **Verandah (if any):** 01 Light Point.

vi) **W. C. (Toilet):** 01 Light Point, 0 Exhaust Fan Point.

vii) **Entrance:** 01 Doorbell Point.

6. **WATER** : Underground Water Tank and Overhead Water Tank is to be constructed for supply of Water (24 Hours) supplied by the Howrah Municipal Corporation.

7. **PAINTING** : Plaster of Paris inside walls.

8. **OUTSIDE PAINTING** : Snowcem 2 coats painting.

9. **RAILING OF STAIRCASE** : Railing of iron,

10. **STAIRCASE PAINTING** : Plaster of paris.

**THE SCHEDULE 'E' ABOVE REFERRED TO**

**(Particulars of Common Areas and Facilities)**

1. Land on which the said building is located, all easements, right and appurtenances belonging to the said land of the building;
2. Staircase on all the floors;
3. Stair landing on all the floors;
4. Common passage and lobby in the Ground Floor excepting for parking space area, if any;
5. Water pump, underground and overhead water reservoir, water tank, pipes and other common plumbing installations;
6. Electrical sub-stations, electrical meter, generator and fittings (excluding those as are installed for any particular Unit/ Flat);
7. Water and Sewerage evacuation pipes from the Flat/ Unit to drains and sewers common to the said premises;
8. Drainage and sewers from the building to the Corporation Ducts;
9. Boundary walls and main gates;
10. Ventilation duct;
11. Lift, Lift Machine, Lift Room and its accessories;
12. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said Premises and/ or the building as are necessary for passage to or use and occupancy of the Flats/ Units as are necessary.

**THE SCHEDULE 'F' ABOVE REFERRED TO**

**(Particulars of Common Expenses)**

Cost, expenses outgoings and obligations for all the Purchasers are liable to proportionate contributions :

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining, white washing, painting, repairing, renovating and replacing including sanitary and plumbing;
2. **OPERATION:** All expenses for running and operating all machineries, equipment and installation in common parts including water pump with motor and lighting the common areas, generator, if any, including the cost of repairing;
3. **INSURANCE:** Insurance premium against fire, riot, strike, malicious damage, earthquake, etc. risks covering the said flat and the said Building;
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** All Municipal land revenue and other taxes and outgoing that may be from time to time levied against the land and/ or building including water charges;
5. **STAFF:** The salaries and all other expenses for the staff, employee or to be employed for common purpose including their bonus, if any and other emolument benefits;

6. **FLAT OWNERS ASSOCIATION:** Establishment and all establishments and miscellaneous expenses of the Building or any agency of them looking after common purpose until handing over the same to the Association upon completion of Sale and Registration at all the flats in the said Building to the respective purchaser and others;
7. **RESERVE:** Creation of funds for replacement, renovation and/ or periodic expenses;
8. **OTHER:** All other expenses and/ or outgoing including litigation expenses as may be incurred by the Developer.

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

**SIGNED, SEALED & DELIVERED**

by the parties in the presence of :

**WITNESSES :**

1.

---

CONSTITUTED ATTORNEY OF THE  
VENDOR  
AND SIGNATURE OF THE  
DEVELOPER

2.

---

SIGNATURE OF THE PURCHASER

Drafted by :

Advocate

**RECEIVED** of and from within named  
Developer within mentioned sum of  
Rs. /- (Rupees ) being the  
Advance money as per memo below :-

**MEMO**

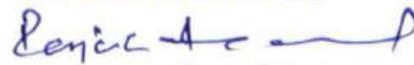
Rs.

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WITNESSES :

**RAJESH AGARWAL**



**Proprietor**

1.

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CONSTITUTED ATTORNEY OF  
THE VENDOR  
AND SIGNATURE OF THE  
DEVELOPER

2.