

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the  
.....day of March' 2024 (TWO THOUSAND  
TWENTY FOUR)

**B E T W E E N**

Contd.....P/2

1] **SHRI AMIT SINHA** (PAN : BGBPS1700H & Aadhaar No. 5726 6802 5334) son of Late Sukumar Sinha, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7/1, Ibrahimpur Road, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700 032 and 2] **SHRI KAUSHIK ROY** (PAN : ADCPR1053P & Aadhaar No. 9140 0194 8577), son of Late Probhat Chandra Roy, by faith – Hindu, by Occupation – Business, by nationality – Indian, residing at 17, North Road, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700 032, hereinafter jointly called and referred to as the **VENDORS**, who are represented by their constituted Attorney namely, **SMT. TANUSREE DUTTA** (PAN : ARYPD1857D & Aadhaar No. 6549 4549 0435) wife of Sri Sujan Dutta, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at 41/27, Raja Ram Mohan Roy Road, Peace Park, Post Office – Barisha, Police Station – Behala, Kolkata – 700 008, as the sole proprietor of **SHREE CONSTRUCTION**, a Proprietorship Firm, having its registered office at 62/64, Haripada Dutta Lane, Post Office – Tollygunge, Police Station – Jadavpur, Kolkata – 700 033, [which expression shall unless excluded by or repugnant to the or context be deemed to mean and include their legal heirs, successors, executors, administrators, legal representatives and assigns] of the **FIRST PART:**

**A N D**

**.....** son of .....  
(PAN : ..... & Aadhaar No. ....), by faith :  
Hindu, by occupation – ....., by Nationality – Indian, residing  
at ....., Post Office – .....,  
Police Station ....., Kolkata – ....., hereinafter called

and referred to as the "**PURCHASER**" (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART;**

**AND**

**SHREE CONSTRUCTION**, a Proprietorship Firm, having its registered office at 62/64, Haripada Dutta Lane, Post Office – Tollygunge, Police Station – Jadavpur, Kolkata – 700 033, represented by its sole proprietor namely, **SMT. TANUSREE DUTTA** (PAN : ARYPD1857D & Aadhaar No. 6549 4549 0435) wife of Sri Sujan Dutta, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at 41/27, Raja Ram Mohan Roy Road, Peace Park, Post Office – Barisha, Police Station – Behala, Kolkata – 700 008, hereinafter called and referred to as the **DEVELOPER**, [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean include her heirs, successors, executors, administrators, legal representatives and assigns] of the **THIRD PART :**

**WHEREAS** by virtue of a registered Suf Bikray Kobala (Deed of Sale) dated 31<sup>st</sup> day of August, 2010, Amit Sinha, the Vendor No.1 herein and one, Sri Kajal Chowdhury, jointly purchased a plot of land measuring more or less 2 (two) Cottahs 5 (five) Chittaks 23 (twenty three) Square Feet, together with 200 Square Feet structure thereon, situated at K.M.C. Premises No. 104/1A, Raja S.C. Mallick Road, comprised in Dag No. 323, under Khatian No.326 in Mouza – Baishnabghata, J.L. No. 28, within the local limits of Kolkata Municipal Corporation, Ward No.100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Sub – Registry Office :

Sealdah, in the District - South 24 Parganas, from then the Owner namely, Sri Tarun Kumar Ghosh and the said Deed of Sale was registered at Office of A.D.S.R. Alipore and recorded therein Book No.I, Volume No. 32, Page from 2595 to 2611, Being No. 07417, for the year 2010.

**AND WHEREAS** since then Amit Sinha, the Vendor No.1 herein and the said Sri Kajal Chowdhury, thus became joint owners of the said plot of land as 50% undivided share of each and had been enjoying the same.

**AND WHEREAS** by virtue of a registered Suf Bikray Kobala, dated 22<sup>nd</sup> day of July, 2011, Amit Sinha, the Vendor No.1 herein purchased 50% undivided share of the said plot of land measuring more or less 1 (one) Cottah 2 (two) Chittaks 34 (thirty four) Square Feet out of 2 (two) Cottah 5 (five) Chittaks 23 (twenty three) Square Feet, together with structure thereon, situated at K.M.C. Premises No. 104/1A, Raja Subodh Mullick Road, in Mouza – Baishnabghata, J.L. No. 28, within the local limits of Kolkata Municipal Corporation, Ward No.100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Sub – Registry Office : Sealdah, in the District - South 24 Parganas, from the said Sri Kajal Chowdhury and the said Deed of Sale was registered at Office of A.D.S.R. Alipore and recorded therein Book No.I, Volume No.27, Page from 347 to 361, Being No. 005353, for the year 2011.

**AND WHEREAS** since then the said Amit Sinha, the Vendor No.1 herein, thus became absolute owner of the said plot of land measuring more or less 2 (two) Cottahs 5 (five) Chittaks 23 (twenty three) Square Feet, together with structure thereon, at K.M.C. Premises No. 104/1A, Raja Subodha Chandra Mullick Road and mutated his name in the records of the

Kolkata Municipal Corporation.

**AND WHEREAS** by virtue of a registered Deed of Conveyance, dated 25<sup>th</sup> day of October, 2021, Kaushik Roy, the Vendor No.2 herein, purchased a plot of land measuring more or less 960 square feet, together with 133 Square Feet structure thereon, situated at K.M.C. Premises No. 5/1A, Baishnabghata Lane, comprised in Dag No. 324 under Khatian No.313, in Mouza – Baishnabghata, J.L. No. 28, within the local limits of Kolkata Municipal Corporation, Ward No.100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Sub – Registry Office : Sealdah, in the District - South 24 Parganas, from then the Owners namely, Sri Sankar Ghosh and Sri Sandip Dey Sarkar and the said Deed of Conveyance was registered at Office of A.D.S.R. Alipore and recorded therein Book No.I, Volume No.1605-2021, Page from 125349 to 125389, Being No.02985, for the year 2021.

**AND WHEREAS** by virtue of another registered Deed of Conveyance, dated 29<sup>th</sup> day of November, 2021, Kaushik Roy, the Vendor No.2 herein, again purchased a plot of land measuring more or less 2 (Two) Cottahs, together with 200 Square Feet structure thereon, situated at K.M.C. Premises no. 5/1A, Baishnabghata Lane, comprised in Dag No. 324, under Khatian No.313, in Mouza – Baishnabghata, J.L. No. 28, within the local limits of Kolkata Municipal Corporation, Ward No.100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Sub – Registry Office Sealdah, in the District - South 24 Parganas, from then the Owner namely, Sri Sarit Kumar Bose alias Ashoke Bose through his attorney, Sri Rabin Biswas and the said Deed of Conveyance was registered at Office of

A.D.S.R. Alipore and recorded therein Book No.I, Volume No.1605-2021, Page from 133384 to 133420, Being No.03207, for the year 2021.

**AND WHEREAS** by virtue of another registered Deed of Conveyance, dated 23<sup>th</sup> day of December, 2021, Kaushik Roy, the Vendor No.2 herein again purchased a plot of land measuring more or less 480 (four hundred eighty) Square Feet, together with structure thereon, situated at K.M.C. Premises No. 5/1A, Baishnabghata Lane, comprised in Dag No. 324 under Khatian No.313, in Mouza – Baishnabghata, J.L. No. 28, within the local limits of Kolkata Municipal Corporation, Ward No.100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Sub – Registry Office : Sealdah, in the District - South 24 Parganas, from then the Owners namely, Ismail Sk., Md. Jibrail Seikh, Md. Mekail Sk., Mastura Khatun, Sayera Khatun and Tahera Khatun and the said Deed of Conveyance, was registered at Office of A.D.S.R. Alipore and recorded therein Book No.I, Volume No. 1605-2021, Page from 144080 to 144128, Being No. 03492, for the year 2021.

**AND WHEREAS** since then Kaushik Roy, the Vendor No.2 herein, thus became absolute owner of the three adjacent plots of land measuring more or less 4 (four) Cottahs together with structure thereon at K.M.C. Premises No. 5/1A, Baishnabghata Lane and mutated his name in respect of the said landed property in the record of the Kolkata Municipal Corporation.

**AND WHEREAS** by virtue of a registered Deed of Amalgamation, dated 2<sup>nd</sup> day of February, 2022, Amit Sinha and Kaushik Roy, the Vendor No.1 and 2 herein amalgamated their aforesaid landed property at two Premises No.104/1A, Raja Subodh Chandra Mullick Road (area of land 2 Kt. 5 Ch. 23

Sft.) and Premises No. 5/1A, Baishnabghata Lane (area of land 4 Kt.) together with structure thereon and the said Deed of Amalgamation was registered at Office of D.S.R. IV, Alipore and recorded therein Book No.I, Volume No.1604-2022, Page from 52773 to 52828, Being No. 01600, for the year 2022.

**AND WHEREAS** since then Amit Sinha and Kaushik Roy, Vendors herein, thus became joint owners of the said two plots of land measuring more or less 6 (Six) Cottahs 5 (Five) Chittaks 23 (Twenty Three) square feet, in total, together with structure thereon and mutated their name in respect of the said landed property in the records of the Kolkata Municipal Corporation and recorded their name as the joint owners of K.M.C. Premises No. 104/1A, Raja Subodh Chandra Mullick Road, being Assesse No.21-100-08-0239-0.

**AND WHEREAS** for the residential accommodation the Owners / Vendors herein wanted to develop the said land by making construction of a G+III storied building thereon and due to financial capacities and personal difficulties, the Owners / Vendors herein have expressed their desire to appoint a Developer for the development of the said landed property.

**AND WHEREAS** the Developer herein having know the intention of the Owners / Vendors herein, approached them and requested the Owners to allow to develop the said land, described in the Schedule "A" hereunder written on the joint venture basis.

**AND WHEREAS** the Owners / Vendors herein agreed to nominate and appoint to the Party of the Third Part herein, as the Developer to develop the said landed property for making a G+III storied building thereon at the

cost and expenses of the Developer herein.

**AND WHEREAS** for that purpose the Owners/Vendors herein entered into a Development Agreement dated 20.09.2023 with the Developer herein for construction of a G+III storied building at the said plot of land, situated at K.M.C. Premises No. 104/1A, Raja Subodh Chandra Mullick Road, on the terms and conditions mentioned therein and the said Development Agreement was registered at the office of D.S.R. – III, South 24 Parganas and recorded therein Book No.I, Volume No.1603-2023, Page No.396689 to 396714, Being No.160314487, for the year’ 2023.

**AND WHEREAS** as per terms of the said Development Agreement, the Owners / Vendors herein appointed the Developer herein, as their constituted Attorney, by virtue of a registered Development Power of Attorney for selling the Developer’s allocated portion and the said Development Power of Attorney was registered at the office of D.S.R. – III, South 24 Parganas and recorded therein Book No.I, Volume No.1603-2023, Page No.419852 to 419865, Being No.160314492, for the year’ 2023, for selling the Developer’s allocated portion and other works, stated therein.

**AND WHEREAS** the West Bengal Government introduced the **new Promoter and Builder Law** with effect from 01.06.2018, as per The West Bengal Housing Industry Registration Act, 2017 and also The West Bengal Housing Industry Regulation Rules, 2018, for taking the registration of this Project, “Shree Heights” under this Act and Building Rules and the Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on . . . . . , under Registration No. HIRA/P/SOU/2024/ . . . . .



**AND WHEREAS** as per the said registered Development Agreement, the Developer herein constructed and completed the G+III storied building as per sanctioned plan, approved by the Kolkata Municipal Corporation, vide B.P. No.2023100216 dated 31.01.2024 and at present building is completed in all respect and Project Name is "Shree Heights" .

**AND WHEREAS** in terms and conditions of the aforesaid registered Development Agreement dated 20.09.2023, the Developer herein obtained entire first floor, second floor, except more or less 1700 square feet build up area and the entire third floor flats and two flats, car parking space, except one car parking in the ground floor of the G+III storied building, as Developer's allocated portion.

**AND WHEREAS** as per the terms of the said registered Development , the Developer herein from its allocated portion, declared to sell a residential flat measuring more or less . . . . . ( . . . . . ) square feet carpet area, in the . . . . . Floor of the said G+III storied building, named as "Shree Heights", being Flat No. . . . ., together with an undivided, impartibly and proportionate share or interest in the of land underneath, attributable thereto, comprised of and contained at K.M.C. Premises No. 104/1A, Raja Subodh Chandra Mullick Road, within the limits of the Kolkata Municipal Corporation, Ward No. 100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Kolkata – 700 047, in the District - South 24 Parganas, the description of which, as more fully and particularly mentioned and described in the Schedule '**B**' hereunder written, at a marketable consideration of Rs. . . . . . /-(Rupees . . . . . ) only and the Purchaser herein on having come to know of the same and

being fully satisfied with title of the Vendors and the Developer, have agreed to purchase the said self-contained residential flat, at the aforesaid price from the Developer, free from all encumbrances on the terms and conditions appertaining hereinafter.

**NOW THIS INDENTURE WITNESSETH** as follows : That in pursuance of said mutual agreement made between the parties and in consideration of the said sum of Rs. . . . . ./- (Rupees . . . . .) only which has been paid in full by the Purchaser to the Developer, the receipt whereof the Developer doth hereby acknowledge hereof and release, discharge and acquit the Purchaser of and from the same and the Vendors and Developer do hereby sell, transfer, convey, grant assign and assure unto and in favour the Purchaser herein **All that** the piece and parcel a self-contained residential flat measuring more or less . . . . . ( . . . . . ) square feet carpet area, in the . . . . . Floor of the said G+III storied building, named as "Shree Heights", being Flat No. . . . ., together with an undivided, impartibly and proportionate share or interest in the of land underneath, attributable thereto, comprised of and contained at K.M.C. Premises No. 104/1A, Raja Subodh Chandra Mullick Road, within the limits of the Kolkata Municipal Corporation, Ward No. 100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Kolkata – 700 047, in the District - South 24 Parganas, the description of which, as more fully and particularly mentioned and described in the Schedule '**B**' hereunder written and the land on which the G+III storied building has been constructed more fully described in Schedule "**A**" hereunder written together with all common areas, passages, services, staircase, landings, lobbies, entrance, exits facilities and amenities attached thereto, together with proportionate right

over the terrace, roof etc. mentioned in Schedule "C" hereunder written including maintenance and common expenses, mentioned in Schedule "D" written hereunder free from all sorts of encumbrances, including all easement rights, interest, possession, liberties, privileges, appendages, appurtenances whatsoever belonging to or in anywise appertaining thereto or any part thereof and all the estate, right title, interest claim and demand whatsoever both at law and in equity of the Vendors and Developer upon the said property and all deeds, writings, instruments and evidences of title, which now is or are in the custody, power and possession of the Vendors and Developer pertaining to said flat including the said premises and **TOHAVE AND TO HOLD** in Schedule "B" mentioned being flat No. . . . ., for the exclusive use and occupation by the Purchaser absolutely and forever, the Vendors/ Developer doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing done by the Vendors and Developer, executed or committed or suffered to the contrary, the Vendors and Developer now have got right, full possession and absolute authority to grant sell, transfer, convey, assign and assure the said flat unto and in favour of the Purchaser herein and the appertaining right in the said flat hereby sold and transferred and every part thereof, free from all encumbrances, attachments, liens, etc. and the Purchaser shall at all times hereafter peaceably and quietly hold, own, enjoy and possess the said flat in khas without any claim or demand whatsoever from the Vendors and Developer or any person claiming through or under him.

**AND FURTHER** that the Vendors and Developer doth hereby covenant with the Purchaser to keep, saved and rendered harmless and indemnified against all encumbrances, charges and claims whatsoever and the Vendors

and Developer further covenant that she shall at the request and cost of the Purchaser do and execute or cause to be done or executed all such lawful acts, deeds, matters and things as may be necessary for further and more perfectly conveying the said flat and every part thereof according to true intent and meaning of this Deed.

AND IT IS HEREBY FURTHER AGREED AND DECLARED BY THE PARTIES HERETO AS FOLLOWS : -

[1] That the Purchaser shall be liable to pay directly to the authorities or contribute proportionately pertaining to the floor area of the flat hereby sold, transferred and conveyed, towards the Kolkata Municipal Corporation taxes and other outgoings levies and imposition payable in respect of the said flat and the properties appurtenant thereto.

[2] The Purchaser shall have full and absolute proprietary right similarly as the Vendors and Developer have derived from title, save and except that of demolishing any structures or committing act or waste in respect of the flat, described in **SCHEDULE "B"** hereunder written in any manner whatsoever so as to affect the Vendors and Developer or the other flat owners who have already purchased and acquired or may hereafter purchase and acquire similar proprietary right as covered by these presents.

[3] The Purchaser's undivided interest in the land underneath, as more fully and particularly mentioned and described in Schedule **"A"** hereunder written shall remain joint for all times with the other flat owners/occupiers who may have already acquired, or may subsequently acquire, right, title, and interest in the land and in any flat in the building, it being hereby declared that the interest in the land is impartibly and indivisible.

4] The Purchaser shall have equal undivided share or interest in the land of the said Premises along with other flat owners.

5] The Purchaser shall also be entitled to sell, transfer, mortgage, lease or otherwise alienate the property hereby conveyed, subject to the terms and conditions herein contained to any one as the Purchaser may deem fit and proper.

**SCHEDULE "A" REFERRED TO ABOVE**

**ALL THAT** piece and parcel a plot of land measuring more or less 6 (six) Cottah 5 (five) Chittaks 23 (twenty three) Square Feet, together with a G+III storied building, named as "Shree Heights", which is lying and situated at K.M.C. Premises No. 104/1A, Raja Subodh Chandra Mullick Road, being Assesse No.21-100-08-0239-0, comprised in Dag No. 323 & 324, under L.R. Khatian No. 313 & 326, in Mouza – Baishnabghata, J.L. No. 28, now within the local limits of Kolkata Municipal Corporation, Ward No.100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Kolkata – 700 047, Sub – Registry office : Sealdah, in the District - South 24 Parganas, which is butted and bounded by :

**ON THE NORTH** :: Premises No.104, Raja S.C. Mullick Road.

**ON THE SOUTH** :: 17' – 0" wide Road and Park.

**ON THE EAST** :: Vacant Land.

**ON THE WEST** :: 104/1B, Raja S.C. Mallick Road.

**SCHEDULE "B" REFERRED TO ABOVE.**

(Description of the flat which is being sold)

**All that** piece and parcel a self contained residential flat, measuring more or less . . . . . ( . . . . . ) square feet carpet area, in the . . . . . Floor of the said G+III storied building, named as "Shree Heights", being Flat No. . . . ., together with an undivided, impartibly and proportionate share or interest in the of land underneath, attributable thereto, comprised of and contained at K.M.C. Premises No. 104/1A, Raja Subodh Chandra Mullick Road, within the limits of the Kolkata Municipal Corporation, Ward No. 100, under former Police Station – Jadavpur, now Police Station – Netaji Nagar, Kolkata – 700 047, Sub – Registry office : Sealdah, in the District - South 24 Parganas, being more fully mentioned in the Schedule "**A**" hereunder, together with the proportionate undivided and impartible share in all the common areas, installations and facilities, including all fixtures, fittings and electrical installations mentioned in Schedule "**C**" hereunder written and the said flat is more fully and particularly shown in the annexed map verged with "**RED**" border line, annexed hereto, treated as the part and parcel of this Indenture.

**SCHEDULE "C" REFERRED TO ABOVE**

(Common areas and facilities)

- 1] Roof, staircase on all floors of the building, to be owned, used and enjoyed by the purchasers and other flat owners commonly.
- 2] Common entrance from main Road to ground floor.
- 3] Water pump or water tank and other plumbing installations and pump room and other common areas.

- 4] Electric wiring, motors, electrical fittings.
- 5] Boundary walls and main gate.
- 6] Drainage and sewerage.
- 7] Such other fittings, equipments and fixtures which are being used commonly either for the common purposes or needed for using the individual facilities / amenities.

**SCHEDULE "D" REFERRED TO ABOVE**  
(Common expenses)

- A] All Electricity charges payable in common for the common parts of the buildings.
- B] Corporation and all other taxes whatsoever levied on the building out goings whatsoever.
- C] All costs of maintenance of common portion and common areas.
- D] All costs of salaries of sweeper / Darwan and care-taker of the said building who will be appointed by the association or organization of the flat owners.
- E] All outside plaster of the walls of the building and decorating painting / electric fittings / main gate /main entrance of the said building.

**IN WITNESS WHEREOF** all the parties, Vendors, Purchaser and Developer hereunto have set and subscribed their respective hands and seal on these presents on the day, month and year first above, written.

**SIGNED SEALED AND DELIVERED**  
**In presence of Witnesses.**

1]

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**As the constituted Attorney  
on behalf of the Vendors, Amit  
Sinha and Kaushik Roy**

2]

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**PURCHASER**

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**DEVELOPER**



**MEMO OF CONSIDERATION MONEY**

**Received** a sum of **Rs. .... /-** (Rupees ..... ) only from the within named Purchaser in terms hereof as per Memo below :-

Date	Cheque No.	Bank & Br.	Amount (Rs.)
			.
.			
.			
.			
		<b>Total =</b>	

(Rupees ..... ) only

**WITNESSES**

1]

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**DEVELOPER**

2]

**Drafted by me :**

**(KARTICK CH. NAIYA)**

Advocate.

Alipore Police Court,  
Kolkata – 700027

WB- 2125/1995