

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this       day of       Two  
Thousand Twenty Three (2023).

**-:B E T W E E N:-**

**(1) SRI INDRANIL ROY, (PAN: ACHPR1082Q, Aadhaar No. 4512 1634 3951, Mobile No. 7003284674), son of Late Madhusudan Roy, by Faith - Hindu, by occupation - Service, by Nationality - Indian, residing at Premises No. 11/1B,**

Northern Avenue, Police Station Tala, Post Office - Belgachia, Kolkata -700037 and **(2) SMT. NILANJANA PAL, (PAN: AMDPP6551G, Aadhaar No. 2715 8990 6057, Mobile No. 8777292533)**, wife of Sri Biswajit Pal, daughter of Late Madhusudan Roy, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at Premises No. 24, Baguiati 4th Lane, Post Office - Dum Dum, and referred to as the **"OWNERS"** (which term or expression unless excluded by or repugnant to the context shall mean and include their legal representatives, the administrative, assignees and executors). Represented by their constituted attorney **M/S. GREENHOUSE DEVELOPERS**, a Proprietorship Firm having its office at 19, Badridas Temple Street, Police Station - Maniktala, Kolkata -700004, represented by its namely, **SMT. SONALI NAG, (PAN: ACKFN8955B, Aadhaar No.6887 4126 0662, Mobile No.9836355964)**, wife of Sri Sujoy Kumar Nag by faith - Hindu, by Nationality Indian, by occupation Business, of Premises No.63/19, Dum Dum Road, Police Station-Dum Dum, Post Office Motijheel, Kolkata - 700074, hereinafter collectively called and referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

### **A N D**

**M/S. GREEN HOUSE DEVELOPERS**, a proprietorship firm, having its office at 19, Badridas Temple Street, P.S. & P.O. Manicktola, Kolkata - 700 004, represented by the proprietress **SMT. SONALI NAG (PAN NO. ACKPN8955B, AADHAAR NO. 6287 4162 0662, Mob. 9836355964)**, wife of Sri Sujoy Nag, by Occupation - Business, by Nationality - Indian, By Religion - Hindu, residing at 63/19, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata- 700 074, hereinafter referred to and called as The **"DEVELOPER"** (which terms or expression shall unless expressly

excluded by or repugnant to the subject or context be deemed to mean and include its successor and successors in office for the time being) of the **SECOND PART.**

**A N D**

(1) \_\_\_\_\_ (PAN NO. \_\_\_\_\_, AADHAAR NO. \_\_\_\_\_) wife /daughter/son of \_\_\_\_\_, by occupation \_\_\_\_\_, and

(2) \_\_\_\_\_ (PAN NO. \_\_\_\_\_, AADHAAR NO. \_\_\_\_\_) wife /daughter/son of \_\_\_\_\_, by occupation \_\_\_\_\_,

both by faith, by nationality Indian, both are residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_,

Kolkata - 70....., hereinafter collectively referred to and called "**PURCHASERS**" (which terms or expression shall unless expressly excluded by or repugnant to subject or context be deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **THIRD PART.**

**WHEREAS** one Gopal Gobinda Roy alias Gopal Gobinda Khanra Madhusudan Roy alias Madhusudan Khanra and Mrinal Kanti Khanra alias Mrinal Kanti Roy became the joint owners of Premises No. 8A, Bhairab Mukherjee Lane, admeasuring about 06 Cottah 06 Cittaks 30 sqft of freehold land in Post Office Shyambazar, Police Station Ultadanga, Kolkata -700004 in equal share in upon purchasing the said Premises on 03.06 1957 from Sri Biswanath Biswas and others vide Deed No. 1102, Book No. 1, Volume No 21, Pages 145-149, for the year 1957 which was registered in SRO Sealdah.

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**AND WHEREAS** by virtue of Deed of Conveyance dated 28.03.1985 and registered in the office of the Registrar of Assurance, Calcutta, in Book No.1, Volume No 128, Pages 41 to 50, being Deed No 4791 for the year 1985 the said Gopal Cobinda Roy alias Gopal Gobinda Khanra for the consideration mentioned therein conveyed and transferred his undivided 1/3rd share in Premises No. 8A, Bhairab Mukherjee Lane, Kolkata to Madhusudan Roy alias Madhusudan Khanra and Mrinal Kanti Roy alias Mrinal Kanti Khanra and thus Madhusudan and Mrinal Kanu Khanra became the joint owners of Premises No 8A. Bhairab Mukherjee Lane, Kolkata measuring about 06 Cottah 06 Chittaks and 30 Square Feet of freeold land.

**AND WHEREAS** by virtue of Deed of Conveyance dated 05.06.1991 the said Madhusudan Roy alias Madhusudan Khanra and Mrinal Kanti Khanra alias Mrinal Kanti Roy out of the said Premises conveyed the Western Portion of Premises No. 8A, Bhairab Mukherjee Lane, Post Office Shyambazar, Police Station - Ultadanga, Kolkata -700004 being an area of Land measuring about 03 Cottahs 06 sq.ft. unto one Ajit Kumar Ghosh, another Shankar Ghosh and Paritosh Ghosh, recorded in Book No. 1, Volume No. 390, pages 2333-2351, being No. 15912 which was Registered in the office of R.A. Calcutta for the year 1991.

**AND WHEREAS** after such sale of Land said Sri Madhusudan Roy alias Madhusudan Khanra and Mrinal Kanti Khanra alias Mrinal Kanti Roy became the absolute owners of remaining portion of land measuring about 03 (three) Cottah 03 (Three) Chittacks 24 (Twenty Four) sqft. in the aforesaid premises being No. 8A, Bhairab Mukherjee Lane, Kolkata jointly.

**AND WHEREAS** by virtue of Deed of Conveyance dated 27.02.1995 and registered in the office of the Additional Registrar of Assurance-1, Calcutta, in Book No.I, Volume No. 17, Pages 110 to 123, Deed No. 676 for the year 1995 the said Mrinal Kanti Khanra alias Mrinal Kanti Roy for the consideration mentioned therein conveyed and transferred undivided one equal half part or share in Premises No. 8A,

Bhairab Mukherjee Lane, Kolkata -700004 to Smt. Dipali Roy (wife of Sri Madhusudan Roy alias Khanra).

**AND WHEREAS** the Eastern portion of Premises No. 8A, Bhairab Mukherjee Lane, Kolkata -700004 having an area of Land 03 (Three) Cottahs 03 (Three) Chittacks 24 (Twenty Four) Sq.ft. togetherwith two storied building thereon subsequently numbered as 8A/1, Bhairab Mukherjee Lane, Kolkata -700004 by the Calcutta Municipal Corporation.

**AND WHEREAS** Sri Madhusudan Roy and Smt. Dipali Roy duly corrected their names and became absolute joint owners of and seized and possessed of and otherwise well and sufficiently entitled to Premises No. 8A/1, Bhairab Mukherjee Lane, Post Office - Shyambazar, Police Station - Ultadanga, Kolkata -700004, having Assessee No. 1100950300092 which is more fully described in the Schedule "A" herein below admeasuring about 03 Cottah 03 Chittak 24 Square Feet of land and partly two storied building thereon.

**AND WHEREAS** the said Dipali Roy died intestate on 07.12.2019 leaving behind her husband Sri Madhusudan Roy (Khanra) only son Sri Indranil Roy and only daughter Smt. Nilanjan Pal and interalia premises No. 8A/1, Bhairab Mukherjee Lane, Kolkata-700004.

**AND WHEREAS** immediately after demise of Smt. Dipali Roy her husband namely Madhusudan Roy (Khanra) died intestate on 04.11.2020 leaving him his only son and daughter named above and interalia Premises No. 8A/1, Bhairab Mukherjee Lane, Kolkata -700004.

**AND WHEREAS** By virtue of said inheritance thus the said Sri Indranil Roy and Smt. Nilanjana Pal (hereinafter for the sake of brevity collectively and jointly called and referred to as the "Land Owners") became the absolute Owners to the extent of

undivided equal share each and jointly seized and possessed of and/ or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of a revenue free land here ditaments and premises containing by estimation an area of 03 Cottah 03 Chittak 24 Square Feet be the same or a little more or less including all easement rights and appurtenances thereto lying situate at being Premises No. 8A/1, Bhairab Mukherjee Lane, Kolkata -700004 within the jurisdiction of Ultadanga Police Station, within the local limits of Kolkata Municipal Corporation, in the District of South 24 Parganas more particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the "**SAID PROPERTY**" or "**SAID LAND**" free from shall encumbrances whatsoever and the said Owners duly got their names mutated before the Kolkata Municipal Corporation in respect of the said Property.

**AND WHEREAS** That the land owners and/or Vendors herein duly entered into a Development Agreement with one **M/S. GREEN HOUSE DEVELOPERS** the Developer herein who has been deputed to construct said proposed multistoried building on the said plot of land implementing its all expertise and skill and vast experience behind them in respect of the concerned trade, under certain terms and conditions inter alia and the said Development Agreement was duly registered before the **Additional District Sub- Registrar at Sealdah**, and recorded in **Book No. I, CD Volume No. 1606-2022, pages from 102491 to 102512, being Deed No. 160603074** for the year 2022 and in furtherance to the said Development Agreement the land owners herein, thereafter duly executed one Development Power Of Attorney in favour of the said **M/S. GREEN HOUSE DEVELOPERS** and the same was registered before the **Additional District Sub- Registrar at Sealdah** and recorded in **Book No. I, CD Volume No. 1606-2022, pages from 102513 to 102527, being Deed No. 190305570** for the year 2015.

**AND WHEREAS** That the said Developer duly appointed one reputed Architect for drawing a sketch plan for submission before the competent authority of Kolkata Municipal Corporation for sanctioning building plan for a residential cum commercial

building having provisions for car parking spaces and two wheeler spaces on the Ground Floor and self contained residential units/Flats/apartments on the upper floors having provision for up-to-date facilities or amenities available thereat, and thus one building plan has been duly sanctioned by the competent authority of Kolkata Municipal Corporation vide Building Permit No. 2022010022 dated 19.05.2022 and the Developer has duly completed construction of multistoried building in accordance with the provisions of the building plan (hereinafter for the sake of brevity called and referred to as the "Said Building Plan"), and regularised the said plan from KMC on 20.12.2024, under plan no 2022010022 for the year 2024-2025 and also submitted the completion plan.

**AND WHEREAS** the Owners and Vendor/ Developer jointly and severally have declared, confirmed and assured that the said Premises and well as **ALL THAT** one Flat on the..... floor, Flat No. .... at and being Premises No. 8A/1, Bhairab Mukherjee Lane, Kolkata - 700004, within the jurisdiction of Ultadanga Police Station, within the local limits of Kolkata Municipal Corporation measuring an area ..... Sq. ft. of Super built up area be the same a little more or less including **TOGETHER WITH** undivided proportionate share in land underneath the building along with all rights, liberties, easements appertaining thereto which is more particularly described in the **SECOND SCHEDULE** written hereunder and hereinafter for the sake of brevity referred as the '**SAID FLAT TOGETHER WITH**' proportionate share in land and along with all other common rights, liberties, easements appertaining thereto and the details of all other common rights, liberties, easements appertaining thereto are Particularly described in the **THIRD AND FIFTH SCHEDULE** written hereunder, and the common expenses in respect of the Said Flat has been more fully described in the **FOURTH SCHEDULE** written hereunder and the Said Plot is free from all encumbrances, charges, lien, lispendens, acquisition, requisition and trust of whatsoever nature and the Vendor/ Developer has further declared confirmed and assured that there is no impediment legal or otherwise **OR THAT** none else than the Vendor/Developer herein have any kind of demand or claim of any nature whatsoever into or upon the "**SAID FLAT**" or any part thereof and they have

sole right and absolute authority to sale, transfer, assign and assure the " SAID FLAT".

AND WHEREAS the Owners and the Vendor/Developer have proposed to sell, transfer, assign and assure the Said Flat **TOGETHER WITH** the proportionate share in land and with all other rights, liberties , easements" appertaining thereto at and for a sum of Rs. ....../- ( ..... ) only.

AND WHEREAS the Vendor/Developer has further declared, confirmed and assured that the Said Flat is free from all encumbrances, charges, lien, lies-pen-dens, acquisition, requisition and trust of whatsoever nature AND THAT none else than the Vendors/Developer herein has any right, title, demand or claim of any nature whatsoever into or upon the **SAID FLAT** or any part thereof and that the vendors/Developer has no impediment legal or otherwise to sell, transfer, assign and assure the Said Flat.

AND WHEREAS the **PURCHASER** after perusing at the necessary papers, deeds, documents, sanction plan etc. got satisfied and has agreed to purchase and acquire the **SAID FLAT** at and for the said sum of Rs. ....../- ( ..... ) only free from all encumbrances and charges of any nature whatsoever.

**NOW THIS INDENTURE WITNESSETH THAT:-**

In pursuance of the agreement and in consideration of the sum of Rs. ....../- ( ..... ) only paid by the "**PURCHASER**" being the full consideration against the '**SAID FLAT**' and undivided proportionate share in land and the rights and properties appurtenant

thereto and proportionate share in the common areas (the receipt whereof the **VENDORS/DEVELOPER** doth hereby and also by the receipt and Memo hereunder written the **VENDORS/ DEVELOPER** admits and acknowledges and of and from the payment of the same and every part thereof forever releases, discharges and acquits the **PURCHASER** and the '**SAID FLAT**' the right and properties appurtenant thereto and the '**SAID FLAT**' and the proportionate share in the common areas and the **VENDORS/DEVELOPER** doth hereby grants, sells, conveys, transfers, assigns and assures unto the **PURCHASER** ALL THAT the impartible and proportionate share in the land contained in the 'Said Premises' more fully described in the **FIRST SCHEDULE** hereto **TOGETHERWITH** the '**SAID FLAT**' more fully described in the **SECOND SCHEDULE** hereto and shown in the MAP or PLAN annexed herewith and delineated with border '**RED**' thereon **INCLUDING** the proportionate part or share in the "said premises" with common facilities and amenities and **TOGETHER WITH** the right of all easements, benefits, appendages, appurtenances, rights, claims and demands whatsoever and also all rights, title and interest and the existing facilities in the "said premises" including the access to the common water tank at the roof including **right** to get water from the overhead tank and underground reservoir and to repair and maintain the sewerage line of the building in common with others **TOGETHER WITH** the restricted right to use the ultimate roof in Common with others **AND** other common rights and areas and all other common rights, facilities, easements and appurtenances of the 'said premises' which is more particularly described in the '**THIRD AND FIFTH SCHEDULE**' written hereunder and the details of common expenses to be paid, borne and discharge ore described in the **FOURTH SCHEDULE** written hereunder **AND** **TOGETHER WITH**, proportionate, share and/or benefit of the Plans relating to the 'Said FLAT and the common areas **AND TOGETHER WITH** all rights appurtenant thereto which are all hereafter collectively called the '**SAID FLAT**' and the rights and properties appurtenant thereto and other rights hereby

conveyed **AND** all the estates, rights, titles, interests, properties, claims and demands whatsoever of the **VENDORS/DEVELOPER** into or upon the 'Said FLAT and the rights and properties therein hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all right, liberties and appurtenances whatsoever **TO AND UNTO** the **PURCHASER** free from all encumbrances, charges, liens, lies-pendens, trust and attachments of any nature whatsoever **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi easements and other stipulations and provisions in connection with the beneficial common use of the '**SAID FLAT TO HAVE AND TO HOLD** the '**SAID FLAT TOGETHER WITH** the undivided proportion share in land and with all right, title, interest, claim, demand of whatsoever nature and to be used by the **PURCHASER** their respective legal heirs, executors, administrators, legal representatives and assigns forever free and discharge from or otherwise by the **VENDORS/DEVELOPER** well and sufficiently indemnify against all encumbrances, claims, lis-pendens whatsoever created or suffered by the **VENDORS/DEVELOPER** for these Presence and the **VENDORS /DEVELOPER** doth hereby itself, it's legal representatives and assigns **NOTWITHSTANDING** any acts, deed, or things whatsoever by the **VENDORS/DEVELOPER** or by any of his predecessor-in-interest done or executed or knowingly suffered to the contrary, the **VENDORS/DEVELOPER** had at all material times hitherto before and now has good right, title and interest full power, absolute authority and **indefeasible** title to grant, sell convey, transfer, assign and assure and to confirm the same hereby sold,, transferred, conveyed or expressed so to be **AND** That the **VENDORS/DEVELOPER** shall at all times hereafter keep indemnified and saved harmless the **PURCHASER** against all losses, claims; damages, suits, proceeding, encumbrances, defects, charges and equities whatsoever in respect of the "**SAID FLAT**" and or any mistake or deficiency in the title of the **VENDORS/DEVELOPER** and rights and properties appurtenant thereto **AND**

**THAT IT SHALL BE LAWFUL FOR THE PURCHASER** from time to time and at all-times hereafter to enter into and upon to use, hold and enjoy the 'Said FLAT for any legal Purposes and rights and properties appurtenant thereto and all benefits, rights and issues and profits thereof without any interruptions, disturbances, claims or demands . whatsoever from or by the **VENDORS /DEVELOPER** or any person or persons claimed through or in trust for the **VENDORS/DEVELOPER AND** freed and cleared from and against all manner of encumbrances, trusts, liens, and attachments whatsoever **AND THAT** the **VENDORS/DEVELOPER** shall from time to time and at all hereafter upon every request and of the cost of the **PURCHASER** make, do, acknowledge, exercise, execute and perfect all such further and or other lawful and reasonable acts, deeds, mailers and things whatsoever for further better or more perfectly assuring the "SAID FLAT" and the rights and properties appurtenant thereto **TOGETHER WITH** the benefits, rights and properties hereby granted into, the **PURCHASER** in the manner aforesaid **AND THAT** the Vendor declares that so far as the **VENDOR'S/DEVELOPER'S** knowledge there is no Tax dues or any other statutory liabilities in respect of the said FLAT **AND THAT** the **VENDORS/DEVELOPER** shall not do anything or make any grant whereby the rights of the **PURCHASER** herein may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the **PURCHASER**.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SAID PREMISES)**

**ALL THAT** piece and parcel of land measuring about 03 Cottah 03 Chittak 24 Square Feet more or less alongwith Multistoried building standing thereon which is called and known as "**GREEN HOUSE**" lying and situated at 8A/1, Bhairab Mukherjee Lane, Kolkata -700004, Assessee No. 11-005-03-0009-2 within the jurisdiction of Ultadanga Police Station, within the local limits of Kolkata

Municipal Corporation, under Ward No. 005, which is butted and bounded as follows:

**ON THE NORTH** : By Premises No. 7, Bhairab Mukherjee Lane;

**ON THE EAST** : By Bhairab Mukherjee Lane;

**ON THE SOUTH** : By Common space between Premises Nos.  
8A/1, 8B and 8C, Bhairab Mukherjee Lane;

**ON THE WEST** : By Premises No. 8A/2, Bhairab Mukherjee Lane;

**OR HOWSOEVER OTHERWISE** the same is butted and bounded called, known, numbered, described or distinguished.

**SECOND SCHEDULE ABOVE REFERRED TO:**

**(SAID FLAT)**

**ALL THAT** a residential Flat on the ..... floor , ..... Side, being Flat No. ...., measuring ..... Sq.ft. more or less super built up area **Marble flooring** and **With lift facilities** particularly delineated in the map or plan annexed hereto and bordered 'Red' together with proportionate share of land mentioned in the first schedule with common right over the passage main entrance, staircases, landing, underground water reservoir, overhead reservoir, drain line, water line, ultimate roof etc. at premises no. 8A/1, Bhairab Mukherjee Lane, Kolkata -700004, within P.S. Ultadanga, P.O. Shyambazar, within the limits of Kolkata Municipal Corporation, under Ward No. 005.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS AND FACILITIES)**

1. Stair cases on all floors and ultimate roof right.
2. Stair cases landing on all floors.
3. Pump and electrical control panels.
4. Water pump, water tank, water pipes and other common pumping installations.
5. Electrical Rooms, Electrical Sub-Station, Electrical wiring Meter Rooms and its accessories (excepting those which are installed for any particular units).
6. Drainage and sewerages evacuation pipes from the units to drains and sewers common to the building.
7. Boundary walls and main gate to the building.
8. Such other common parts, area equipment's installation fittings and fixtures.

**THE FORTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES )**

1. The costs and expenses maintaining repairing redecorating and renewing of the main entrance, and drainage the upper floors gutters and water for all purposes, drains and electric cables and wiring under or upon the said building and enjoyed or used by the purchaser in common with other occupiers or serving more than one Flat at the said building main entrance lobbies and staircases of the said building and enjoyed by the Purchaser or used by his in common as aforesaid and the boundary walls of the building compounds etc.

2. The costs of cleaning and lighting the main entrances, passage, landings staircases and other parts of the said building so enjoyed or used by the Purchaser in common as aforesaid in good repaired conditions.
3. Such other expenses and are demanded by the Vendor/Confirming Party/ Holding Organization to be necessary or incidental for the maintenance and up keep of the said building, and the **SAID FLAT** and other flats and portions of the said build.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**  
**(EASEMENT AND QUASI-EASEMENT FOR FLAT PURCHASER**  
**AND CO-PURCHASER)**

1. The right in common with other flat Purchasers and for use of the common parts for ingress in and egress out.
2. The right of passage in common with other flat Purchasers to get gas, electricity, telephone, water connection from and to any other unit or common parts through pipes drains, wires, conduit lying or being in inter through or over the said unit as far as may be reasonably required for the beneficial use and occupation of the other Parts of the building.
3. The right of protection or from and by and for other parts of the building by all parts of the **SAID FLAT** as far as may be necessary to protect the same.
4. The right support from the **SAID FLAT** that the enjoyed by the other parts of the building.
5. The right support to the **SAID FLAT** from the other parts of the building.
6. The right with or without workmen and necessary materials to enter from time upon the unit for the purpose of repairing so far as may be necessary, the pipes drains and conduits as aforesaid provided always that save in the case or emergency the purchasers shall be given a prior forty eight hours written notice of the intention for such entry as aforesaid.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to these present on the day month and year first above written.

**SIGNED, SEALED AND DELIVERED**

at Kolkata in presence of :-

WITNESSES :-

1.

As the constituted Attorney of  
SRI INDRANIL ROY &  
SMT. NILANJANA PAL

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SIGNATURE OF THE OWNERS

2.

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SIGNATURE OF THE DEVELOPER

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SIGNATURE OF PURCHASER

Drafted by me:-

**MD. FAHEEM,**  
Advocate.  
Sealdah Court,  
Kolkata - 700 014.  
En. No. F-1384/1428/2016.

### MEMO OF CONSIDERATION

RECEIVED with thanks from the above named Purchaser a sum of Rs. ....../- ( ..... ) only as entire consideration money in respect of the Flat referred in the Second Schedule hereinbefore written as per Memo given below :-

#### M E M O

<u>Ch. No.</u>	<u>Date</u>	<u>Banker's Name</u>	<u>Amount (Rs.)</u>
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TOTAL : Rs. .00,000.00

(Rupees ) only.

WITNESSES :-

1.

2.

SIGNATURE OF THE DEVELOPER