

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE (Deed)** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**By and Between**

**WEST BENGAL HOUSING BOARD**, a statutory body constituted under the West Bengal Housing Board Act 1972 (W.B Act XXXII of 1972), of 105, Surendra Nath Banerjee Road, Kolkata- 700141, PAN No-AAJW0019K, represented by its authorised person **Mr.** \_\_\_\_\_, Son of \_\_\_\_\_ and residing at \_\_\_\_\_ hereinafter

referred to as the **OWNER/VENDOR** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives and permitted assigns).

AND

**BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED**, a Company duly incorporated under the Companies Act, 1956 having its Registered office at Hi-Tech Chambers, 84/1B, Topsia Road (South) Kolkata- 700046, PAN NO- AABC9549D, represented by its authorised person **Mr.** \_\_\_\_\_, Son of \_\_\_\_\_ and residing at \_\_\_\_\_-- and **GREENFIELD CITY PROJECTS LLP**, a limited liability partnership duly registered under the Limited Liability Partnership Act, 2008 having its registered office at Jote Shibrapore Road, Holding No.E-3/398, Ward No.14, Kolkata – 700 141 PAN NO-AAIFG9310R hereinafter for the sake of brevity jointly referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and permitted assigns).

AND

**[If the Purchaser is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant

to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

**[If the Purchaser is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Purchaser is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Purchaser is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

*(Please insert details of other Purchaser(s) in case of more than one Purchaser)*

The Owners, the Promoter and the Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS :**

- A. The State of West Bengal by virtue of acquisition became seized and possessed of the land admeasuring about 45.69 Acres at Mouzas Parui and Chakjotshibrampur, District South 24 Parganas more fully described in PART-I of the SCHEDULE-A hereunder and hereinafter referred to as the 'ACQUIRED LAND'.

- B. By a notification dated 9<sup>th</sup> September 2002, vide Memo No. 700-111/MCL/12/02 the State of West Bengal transferred the Acquired land to the Vendor herein.
- C. The Vendor after obtaining possession of the Acquired Land executed a Development Agreement dated 21<sup>st</sup> February, 2007 along with a Power of Attorney of the even date appointing Bengal Greenfield Housing Development Company Limited, as the Developer of the Housing Project granting necessary powers inter alia to do all lawful works required for the implementation of the scheme of development by itself and/or by other contractor/partner appointed by it and/or in any manner it deemed fit and proper.
- D. The Vendor thus became seized and possessed of and/or sufficiently entitled to all that the land measuring 45.69 acres in Mouza Parui, J.L No. 3 and Mouza Chakjotshibrampur J.L No.24 P. S Maheshtala, District South 24 Parganas more fully described in PART -III of the SCHEDULE-A hereinafter referred to as the 'SAID LAND.'
- E. For the purpose of developing the said land a Limited Liability Partnership under the name and style of GREENFIELD CITY PROJECT LLP was promoted (hereinafter referred to as the LLP).
- F. The BGHDCL caused to be obtained various permissions approvals and/ or consents for undertaking a Housing Project on the entirety of the said land and also caused a map or plan being No. IIIB/MM/2/ 134/ 07/ SP/BP dated 15.6.2009 which was subsequently revised by Plan No. III- B/MM/2/ 185/ 20 - 21/ SP/ BP (Revised) dated 02.02.2022 (hereinafter referred to as the

said PLAN) sanctioned by the authorities concerned for undertaking the construction of the said Housing Project.

- G. According to the said Plan the entire complex would comprise of Flats of different categories in different portions namely HIG portion (ELITE), MIG portion (CLASSIC) and LIG portion (COMFORT) and the entirety of the said Housing Project is known as 'GREENFIELD CITY'.
- H. The occupants of 'Elite' and 'Classic' category Flats would be entitled to use the roads and gates of Comfort segments for the purpose of "Exit' and 'Entry", to and from Gonipur Road. Provided further that occupants of Comfort category flats would not be entitled to the use of the roads, amenities, and gates of 'Elite' and 'Classic' segment of the housing complex.
- I. The allottees of Comfort category shall not be eligible for availing themselves of any of the facilities provided for the owners in the "CLASSIC" and "ELITE" categories.
- J. Comfort Homes Block Numbers - 85, 86, 87, 88, 89, 90, 91, 92, 93 ,94, 95 ,96 has since been completed and the Maheshtala Municipality has granted Occupancy certificate No- 569/III-B/MM/ 2/ 134 2007/W- 14/ 2015, DATED 16.10.2015.
- K. The Allottees of Units in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases.
- L. The promoter has registered/applied for registration of \_\_\_\_Entire Project/ 6<sup>th</sup> Phase under the provision of the RERA and the

authenticated copy of the Application No.\_\_\_\_/Registration Certificate of the Project is annexed hereto and marked ANNEX-\_\_\_\_\_.

- M. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and after referring to the papers and documents supplied by them available on the link of the Promoter/ RERA website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the Competent Authorities in respect of the LIG Project named COMFORT /Sixth Phase had by EOI dated \_\_\_\_\_ applied to the LLP to purchase a Flat in the Comfort portion of the Housing Project and the Promoter accordingly allotted a Flat by issuing a Provisional Allotment Letter dated \_\_\_\_\_ and the Allottee agreed to purchase ALL THAT the Flat/Unit No. \_\_\_\_ on the \_\_\_\_ floor of Type - Comfort Building Block No.\_\_\_\_ containing by admeasurement \_\_\_\_\_Sq. Ft. Carpet Area corresponding \_\_\_\_\_ Sq.Ft Built Up area TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities, and amenities working out to \_\_\_\_\_ Sq.Ft. Super Built-up/Chargeable area TOGETHER WITH the right of parking ..... car(s) in the open/Covered parking space and .....car(s) in the open space and TOGETHER WITH the Purchaser's proportionate undivided share or interest in the Land underneath the said Block \_\_\_\_\_ attributable to the said flat more fully and particularly described hereunder ((hereinafter referred to as the "Apartment /Unit " as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE-B**)
- N. Pursuant to such allotment the Parties entered into an Agreement for Sale on \_\_\_\_\_ recording the terms and conditions governing the sale of the said Unit by the Owners and the Promoter unto and in favour of

the Purchaser(s). The said Agreement has been registered with the \_\_\_\_\_ and recorded in Book No. I, Volume No. \_\_\_\_\_ at pages \_\_\_\_\_ to \_\_\_\_\_ and numbered as Deed No. \_\_\_\_\_ of 20\_\_

O. **LIG** Block Number - 97 has since been completed and the Maheshtala Municipality has granted partial completion certificate No- ..... dated \_\_\_\_\_

P. The Owners and Promoter are fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Owners and the Promoter regarding the said Land on a portion of which the Project is to be constructed have been completed.

Q. The Purchaser has: -

- i) fully satisfied himself/herself/ itself as to the title of the Vendor and the right of the Builders in respect of the said land.
- ii) inspected the said Development Agreements entered into between the Vendor and the Developer.
- iii) inspected the plan sanctioned by the authorities concerned in respect of the Block constructed by the LLP and agreed not to raise any objection with regard thereto.
- iv) verified the location and site of the flat including the egress and ingress hereof, specifications of the flat and of the complex and also the area of the flat and agreed not to dispute the same.
- v) confirmed that the right of the Purchaser shall remain restricted to the said Flat and the Properties Appurtenant Thereto.
- vi) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained earlier in the GTC for **Comfort** portion of the Housing Project and later in the Agreement dated \_\_\_\_\_ and agrees to abide by it.

- vii) confirmed that the Vendor shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the various blocks and/or buildings to be constructed erected and completed on the said land and in that event the Purchaser shall have no objection to the application of common facilities to various extensions of the Project.
- viii) satisfied himself/herself/ itself as to the carpet/built-up area to comprise in the said flat and also the common parts/portions which would be common for all the residents /occupants of the various flats comprised in the said block and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- ix) Structural stability of the Block ....
- x) Construction of the Block ..... and the flat.
- xi) The fittings and fixtures installed at the said flat, Block and the Complex.
- xii) Completion and finishing of the flat and the Block.
- xiii) The situation of car parking space.
- xiv) The supply of water and electricity to the flat and the Block.
- xv) The common facilities and amenities of the Block.
- N) The words defined in the GTC and the said Agreement shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said letter of allotment and in consideration of the sum of Rs. ....../-(Rupees .....only). of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer (the receipt whereof the Developer doth hereby admit and acknowledge and of and from the same and every

part thereof forever acquit, release and discharge the Purchaser and the said flat and properties appurtenant thereto) the Vendor doth hereby grant, transfer, convey, assign and assure and the Builders do and each of them doth hereby confirm and assure unto and in favour of the Purchaser All that the said Flat No ..... on the .... Floor of Block No.....in Type -. in the **Comfort** portion of the Housing Project containing carpet area of \_\_\_\_\_ Sq.Ft corresponding to a built-up area of ..... Sq. Ft. be the same a little more or less corresponding to \_\_\_\_\_ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Provisional Allotment letter and GTC (all of which are here to fore as well as hereinafter collectively referred to as the **SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in the GTC in common with the Co-Purchasers and the other lawful occupants of the Block and the said Agreement **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said flat and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser.

**II. AND THE VENDOR AND THE BUILDERS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER** as follows :

a) Notwithstanding any act deed matter or thing whatsoever by the Vendor or the Builders done or executed or knowingly suffered to the contrary the Vendor is or the Builders are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Flat And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned

or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and the Builders now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Flat And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

c) The said Flat And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or the Builders or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor or the Builders.

d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or the Builders or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor or the Builders or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendor or the Builders and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors or the Builders shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Flat And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

g) The Vendor and the Builders have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Flat And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Builder no. 2 doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said flat and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**III. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF**

**THE SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE VENDOR AND THE BUILDERS** as follows :-

- a) To observe, perform, comply with and fulfil the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the GTC, Application Form and the Provisional Allotment Letter as part and parcel of these presents.
- b) To become member and/or share holder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Builders and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Builders and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c) Not to hold the Builder no. 2 liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Purchaser as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Builders and/or any person or persons nominated, appointed and/or authorized by the Builders for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Holding Organisation.

**THE SCHEDULE -A ABOVE REFERRED TO**

**PART -I**

**(THE SAID ACQUIRED LAND)**

**ALL THAT** the piece and parcel of land containing an area of 45.69 Acres (more or less) situate lying at Mouzas Parui, J.L. No.103 and Chokjotshibrampur, J.L. No.25, Holding No - E3-398, Ward No. 14(New) under P.S. Maheshtala, Maheshtala Municipality, District 24 Parganas(South) )in the following R.S Dag Nos: Mouza Parui: J.L. No. 103 :R.S. Plots acquired by West Bengal Housing Board in full : Nos 382, 383, 384,384/994, 385, 385/995, 386, 386/1129, 387, 388, 391, 395, 403, 407, 426, 427, 430, 431, 432, 433, 434, 434/1149, 435, 436, 436/1026, 436/1151, 437, 438, 439, 440, 441, 442, 444, 445, 446, 448, 449, 450, 451, 453, 454, 455, 456, 457, 458, 459, 459/1152, 460, 460/1153, 460/1154, 460/1155, 461, 461/999, 462, 463, 464, 465, 465/1156, 465/1157, 465/1158, 465/1159, 466, 466/996, 466/997, 467, 468, 469, 467/1124, 479, 480, 481, 482, 483, 483/1160, 483/1161, 484, 485, 486, 487, 529 and 590.

(ii) Mouza Parui: R.S.Plots acquired by West Bengal Housing Board in part:

Plot Nos	Specific Portion of the Plot	ACRE	HECTARE
381	Towards North South	0.13	0.0526
404	Middle	0.12	0.0486
404/998	South East	0.23	0.3480

(iii) Mouza Chakjyotshibrampur, J.L. No. 25: 409, R.S Plots acquired by West Bengal Housing Board in full : Nos : 409, 410, 411, 412 ,413, 414, 415, 420, 421, 422, 428, 429, 430, 431, 432, 435, 438, 439, 440, 441, 447, 450, 451, 459, 452, 453, 454, 455, 456, 457, 458, 473, 474, 515, 516, 517, 518, 520, 521, 522, 523, 524, 536, 538, 539, 540, 541, 542, 543, 428/773, 430/838, 431/822, 453/840, 453/841, 453/842, 453/843, 453/844, 458/797 and 544.

**PART-III****SAID LAND**

**ALL THAT** the piece and parcel of Land measuring about 49.446 acres in the Mouzas Parui (J.L.No.103) and Chak Jotshibrampur (J.L. No.25), Police Station Maheshtala, District 24 Parganas (South).

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(THE SAID FLAT AND THE  
PROPERTIES APPURTENANT THERETO)**

**ALL THAT** the Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the Building Block \_\_\_\_\_ having carpet area of ..... square feet corresponding to Built-up area of \_\_\_\_\_ square feet as per the Block plan marked **ANNEX-B** demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and pro rata share in the “common areas” (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of \_\_\_\_\_ Sq.Ft on \_\_\_\_\_ Floor of Building Block No. \_\_\_\_\_ in Phase No.- \_\_\_\_\_ of the Housing Complex named “GREENFIELD CITY COMFORT” under construction on the Schedule-A Land Together with the right to use \_\_\_\_\_ Garage/Closed Car Parking Space (Dependent/Independent) each admeasuring \_\_\_\_\_ Sq.Ft / Mechanical Parking Space/Open Car Parking Space(Dependent/Independent) located on the Basement/Ground/\_\_\_\_ Floor of or around the Building Block as per Unit Plan annexed hereto.

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

**SIGNED and DELIVERED** by the  
**VENDOR** at Kolkata in the  
presence of :

1.

2.

**SIGNED and DELIVERED** by the

**BUILDERS** at Kolkata in the  
presence of :

1.

2.

**SIGNED and DELIVERED** by the  
**PURCHASER** at Kolkata in the  
presence of :

1.