

Draft deed of Conveyance Subject to final Approval

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this day of,
2024 (Two Thousand and Twenty Four) of the Christian Era.

A M O N G S T

M/s SATVAN REALTY (PAN No.AFBFS4080E) represented by its Partner , Sri Gaurav V Sanghvi (PAN No.ATSPS5906L) (Aadhar No.), son of Late Virendra Kumar Sanghvi by faith-Hindu, by occupation-Business, by Citizen – Indian, having its office at 2, Dr. Rajendra Road, P.O. Lala Lajpath Rai Sarani, P.S. Bhawanipore, Ward No.70, Kolkata-700020, hereinafter referred to as the “**DEVELOPER**”, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, administrators, executors, legal representatives and assigns) of the **FIRST PART.**

A N D

[If the Purchaser is a Company] , _____ (CIN No.....) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar No. _____) (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART.**

(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 authorised partner, _____ (Aadhar No. _____) authorised vide hereinafter referred to as the PURCHASER (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors,

administrators, executors, legal representatives and assigns) of the **SECOND PART.**

(or)

[If the Purchaser is a HUF] Mr./Mrs. _____ (Aadhar No. _____) son/daughter of aged about FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at _____ (PAN _____) hereinafter referred to as the PURCHASER (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART.**

(or)

[If the Purchaser is an individual] Mr./Mrs. _____ (Aadhar No. _____) son/daughter of aged about residing at _____ (PAN _____) hereinafter referred to as the Purchasers (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, administrators, executors, legal representatives and assigns) of the **SECOND PART.**

A N D

SHRI PRABHAT KAMAL BEZBORUAH, (PAN No. ACTPB0517G), son of Sri Nil Kamal Bezboruah aged about 65 years, by faith- Hindu , by occupation - Business, by Citizen – Indian, residing at Flat No. 41, 17 Lower Range P.O. Circus Avenue, P.S. Karaya, Ward No. 64, Kolkata 700017, hereinafter referred to as the **“LAND OWNER”**, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, administrators, executors, legal representatives and assigns) being represented by GAURAV V SANGHVI, son of Late Virendra Kr Sanghvi, having Aadhaar No. _____, having Income Tax PAN _____, being the Constituted Attorney of the Owner namely

PRABHAT KAMAL BEZBORUAH appointed by Registered Power of Attorney dated 15.03.2023, being No. 150402365 at the Office of A. D. S. R., Bidhan Nagar.

a) **WHEREAS SHRI PRABHAT KAMAL BEZBORUAH**, the **LAND OWNER** is seized and possessed of over the land measuring **300.02 sq. mtrs.** being premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under category- **HIGI - II**, situated in the New Town, Kolkata, Police Station : **Airport**, Dist. North 24 Pargana's, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, PIN 700157 (more particularly described in **SCHEDULE - 'A'**) by way of an application made before HIDCO Ltd. And consequent upon execution of a deed of conveyance by the West Bengal Housing Infrastructure Development Corporation Limited, a Government Company incorporated under the Companies Act, 1956 in favour of **SHRI PRABHAT KAMAL BEZBORUAH** and the said conveyance is registered at the office of A.D.S.R., Bidhannagar (Salt Lake City) on 7th July, 2014 vide Deed No. I – 02691 Of 2014.

AND WHEREAS SHRI PRABHAT KAMAL BEZBORUAH being the **LAND OWNER**, entered into a Registered Development Agreement dated 15th September, 2023 being No. 150402363 at the Office of A. D. S. R., Bidhannagar, with the Developer, M/s. SATVAN REALTY, represented by its Partner Sri Gaurav V Sanghvi, for development over the said land and the Developer got the plan sanctioned being Sanction No. _____ dated _____ for the said

project from New Town Kolkata Development Authority (hereinafter referred to as NKDA) to construct a G+4 Building and in view of the said Development Agreement the Developer has a right to develop the said project and the terms and conditions of the Development Agreement between the Land Owner and Developer including the allocations of the Developer can be ascertained from the said Development Agreement and the Land Owner of the said project has also given a registered Power of Attorney dated 15.03.2023, being No. 150402365 at the Office of A. D. S. R., Bidhan Nagar, to the Developer to develop the said project and transfer the allocations of the Developer to the interested Purchasers(s).

AND WHEREAS after due completion of the Development according to the Sanction Plan No. _____ dated January 2024 as per the Registered Development Agreement dated 15th September, 2023 and Occupancy Certificate Reference number AIN NO. _____ dated _____, The Developer to the said Project, is sufficiently entitled to 50% of the allocation after development and as such the Developer acquired absolute right, title and interest over the said Allocation (more particularly described in **SCHEDULE - 'B'**) and has every right to transfer the rights over the same to any intending purchasers(s).

AND WHEREAS after completion of the said multi storied building the Developer, out of the specified Developer's Allocation, agreed to sell out **ALL THAT** a self contained residential Flat being No. _____, on the second floor, admeasuring more or less _____ sq. ft. carpet area and _____ covered mid size car parking space at the ground floor admeasuring _____ sq. ft more or less and proportionate share of Stair Case, Lift and Common Passage etc. out of the said residential Flats situated at premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under

category- **HIGI - II**, situated in the New Town, Kolkata, Police Station : **Airport**, Dist. North 24 Pargana's, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, Pin Code 700157 morefully and particularly described in the **SCHEDULE - 'C'** hereunder written, **TOGETHER WITH** undivided impartiable proportionate share of interests in land together with all common amenities and facilities appended thereto, lying and statue at premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under category- **HIGI - II**, situated in the New Town, Kolkata, Police Station : **Airport**, Dist. North 24 Pargana's, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, Pin code 700157 at or for a total consideration of **Rs. XX,XXX,XX/-** (**Rupees only**).

AND WHEREAS, on being approached by the **PURCHASERS**, i.e the Party of the **SECOND PART**, regarding purchase of the said Flat, the **DEVELOPER**, i.e. Party of the **FIRST PART** has agreed to sell to the Purchasers herein and the Purchasers agreed to purchase ALL THAT one self contained residential Flat being No. _____, on the _____ floor, admeasuring more or less _____ sq. ft. carpet area consisting of _____ bedrooms, _____ dining/drawing, one kitchen and _____ toilets and _____ covered mid size car parking space at the ground floor admeasuring _____ sq. ft more or less and proportionate share of Stair Case, Lift and Common Passage etc. including the right to use the same in common with the co-owners in lieu of the consideration.

AND WHEREAS, in pursuance of the total consideration of the **Rs. XX,XXX,XX/-** (**Rupees only**).

, paid by the Purchasers to the Developer towards the sale of the said Share And The Rights And Properties Appurtenant Thereto, (receipt whereof the Developer do hereby as also by the Receipt and Memo hereunder written admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Purchasers and the said Unit. The Right And Properties Appurtenant Thereto and the said Unit and the proportionate share in the common areas respectively) the Developer does hereby grant sell, convey transfer, assign and assure unto the Purchasers ALL THAT the undivided impartible proportionate share in the land contained in the said premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under category- **HIGI - II**, situated in the New Town, Kolkata Police Station : **Airport**, Dist. North 24 Pargana's, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, Pin Code 700157.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

That in pursuance of the total consideration of **Rs. XX,XXX,XX/- (Rupees** **only)** of the lawful money of the Union of India paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchasers, the undivided and impartible proportionate share interest and Ownership in the landing in the said property on which the said building is erected and consideration with Developer do hereby absolute and indefeasible grant, convey, sell, transfer assigns and assure unto the **ALL THAT** a self contained residential Flat being No. _____ , on the _____ floor, admeasuring more or less _____ sq. ft. carpet area and _____ covered mid size car parking space at the ground floor admeasuring _____ sq. ft more or less and proportionate share of Stair Case, Lift and Common Passage etc. out of the

said residential Flats situated at premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under category- **HIGI - II**, situated in the New Town, Kolkata, Police Station : **Airport**, Dist. North 24 Pargana's, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, Pin Code 700157 morefully and particularly described in the **SCHEDULE - 'C'** hereunder written, **TOGETHER WITH** undivided impartiable proportionate share of interests in land together with all common amenities and facilities appended thereto, lying and statue at premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under category- **HIGI - II**, situated in the New Town, Kolkata, Police Station : **Airport**, Dist. North 24 Pargana's, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, Pin Code 700157 and also all easement and other rights in respect thereof and all common amenities and facilities now available and also in future to the Purchasers in respect of the said land and the **Flat** together with and all manner of former and other rights liberties and advantage easement privileges emoluments appendages and appurtenances whatsoever to the **Flat** or any part or parts thereof belonging or in anywise appertaining or which will be the same or any part or parts thereof now or is or at any time or time heretofore were or was held, used, occupied or enjoyed as reputed to belong or be appurtenant thereto and the reversion or reversions remainder or remainders and to receive the rents issues and profits thereof and every part thereof and all the estate right title, interest, use, possession property claim and demand whatsoever both at law and in equity of the Developer into and upon the said or any part or parts thereof together with true and correct copies of all deeds pattahs muniments writings and evidences of title relating to the said **Flat** or any part of parcel thereof which now are or hereafter shall or may be in the custody power or possession of the Developer or which the Developer can or any procure the same without any action or suit at law or inequity **TO HAVE AND TO HOLD** the said **Flat AND ALL AND SINGULAR** other premises hereby granted conveyed and transferred or expressed or intended so to be and every part thereof together with all its rights members and appurtenances unto and to

the use of the Purchasers absolutely and forever and free from all encumbrances the Developer do and each of the doth hereby covenant with the Purchasers that notwithstanding any act, deed matter or thing by the Developer done executed or suffered to the contrary the Developer is absolutely seized and assessed of or otherwise well and sufficiently entitled as an estate equivalent to the absolute estate or inheritance in free simple in possession the **Flat** and every part thereof and that notwithstanding as aforesaid the Developer now has good right full power absolute authority and indefeasible title to grant, convey, sell, transfer or expressed or intended so to be unto and to the use of the Purchasers in manner aforesaid according to the true intent and meaning of these presents and that the Purchasers shall and will and any from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said **Flat** hereby granted sold, and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful suit trouble hindrance erection interruption disturbances claim and demand whatsoever from or by the Developer or the Land Owner and all persons claiming from under or in trust for the Developer and that the Developer and all persons having or claiming any estate right title interest property claim and demand whatsoever both at law and in equity unto upon the said **Flat** hereby granted conveyed sold, transferred assigned and assure or expressed or intended so to be or any part thereof from through under or in trust for the Developer or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done an executed all such assurances act, deeds matters and things for further better and more effectually granting selling transferring or as using the said **Flat** and every part of parcel thereof unto and to the use of the Purchasers as shall or may be reasonably required.

AND THE PARTIES HERETO AGREE AND DECLARE AS FOLLOWS

:

1. With effect from the date of these presents the Purchasers shall pay proportionate share of all municipal rates and taxes and other outgoings and impositions now payable or to become payable in future in respect of the said **Flat** in the said building in the said property as and when due and payable.

2. The Purchasers shall be entitled to effect mutation of their name as the Purchasers of the said **Flat** in the records of New Town Kolkata Development Authority / Municipality/Corporation and other authorities at their own costs and the Developer agrees to give his consent for the same.

3. Save and except the said Flat and the right of the Purchasers hereby conferred that the Purchasers shall have no claim or right of any kind or nature whatsoever in respect of the other Flat's, Studio space on the roof and portions of the said building and or other areas and spaces in the said property other than the rights hereby conferred.

4. After the possession of the said Flat have been delivered to and taken by the Purchasers from the Developer in terms of the said agreement the Purchasers shall not be entitled to raise any objection for any items or works in the said Flat or any portion thereof or any other portion of the said building nor shall prefer any claims against Developer in respect of any Ground whatsoever.

5. The Purchasers shall keep and maintain at their own costs the inside of the said **Flat** and every part thereof thereby purchased by them in good condition in order and shall abide by all rules laws and regulations of the central or state Government or New Town Kolkata Development Authority / Municipality/Corporation and all other appropriate authorities and local bodies and shall attend answer and be responsible for all deviation and violation or regulations in respect thereof.

6. The Purchasers shall at their own cost keep the **Flat** installation and all other fittings and fixtures in good working condition and shall not make or carry out any act, deed matter or thing so as to prejudice or affect or hamper proper support slab in it and protection of other parts of the said building.

7. The Purchasers shall not at any time demolish or cause to be demolished or damaged the said **Flat** or any part thereof or will make or cause to be made any additions or alterations of whatsoever nature to and in the **Flat** or any part thereof which may cause any damage or injury or is likely to affect the security beautification elevation stability and protection of the said building including the **Flat**.

8. The Purchasers shall at their own costs maintain and repair the inside of the said **Flat** and shall keep in all respects the **Flat** in proper order and conditions and shall not do or cause to be done anything in the said **Flat** which may or any likely to damage injure or substantially affect the said building and the stability protection security and preservation thereof.

9. In addition to the rights and privileges to which the Purchasers are and shall be entitled according to the law for the time being in force in respect of the said land and the said **Flat** in the said property the Purchasers shall be entitled to inter-alia the common amenities and facilities.

10. The Purchasers shall have absolute right to let out lease sell, mortgage, Gift, transfer or in any way deal with or dispose of the said **Flat** in the said building together with undivided and impartiable proportionate share title interest on the land of the said property like other properties and the said rights are heritable and transferable like other properties.

11. The Purchasers shall have the right to the electricity line and all other common passage and other common amenities/areas (morefully described in **Schedule - 'D'**) and also the Purchasers will pay the proportionate cost of maintenance of the said **Flat**, as decided by the Flat Owners.

12. That the Purchasers shall have every right to mutate their name as absolute Owner of the said **Flat** in the records of New Town Development Authority /Municipality/Corporation and Govt. Serestha and/or have the said **Flat** separately numbered and assessed for taxes and rents and the Developer and Land Owner shall whatsoever required by the Purchasers give

their consent or approval in writing for the purpose of such mutation and separate assessment.

13. That the Developer declares that the property hereby sold is free from all encumbrances and not involved in any suit or case in any competent court, nor agreed to transfer in any way to anybody or any concerned, nor acquired by any authority and never mortgaged to any authority.

14. That if any defect be found in the instant indenture in future, on that event the Developer and/or it's heirs, successors will be bound to execute and register necessary Deed(s) of Correction/Declaration/Rectification on request of the Purchasers or their heirs/successors at the cost of the Purchasers.

SCHEDULE – 'A' ABOVE REFERRED TO

[Description of the entire property/land]

ALL THAT piece and parcel of land measuring about **300.02 sq. mtrs.** being premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under category- **HIGI - II**, situated in the New Town, Kolkata, Police Station : **Airport**, Dist. North 24 Pargana's, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, Pin Code 700157.

On the North : Street No. 0727 (13M Wide)

On the South : Premises No. 09-0729

On the East : Premises No. 09-0727 & Street No.0727 (13M WIDE)

On the West : Premises No. 05-0727 & Street No. 0727 (13M WIDE)

SCHEDULE – ‘B’ ABOVE REFERRED TO
[Description of the Developer’s Allocation]

THAT as per the Registered Development Agreement dated 15th September, 2023 being No. 150402363 registered at the Office of A. D. S. R., Bidhan Nagar, registered between the Developer and afore mentioned Land Owner, it has been agreed by and between the parties that the total constructed area including car parking space and other space including utility area shall be shared 50 : 50 basis between the Land Owner and the Developer, whereas the Developer shall be allocated the entire Second Floor consisting of Two Flat (Now merged together into One Flat on the entire second Floor)and entire 4th Floor along with 50% share in car parking space and other space including Utility area in the Ground Floor and other Common areas including proportionate share in land.

SCHEDULE – ‘C’ ABOVE REFERRED TO
[Description of the UNITS hereby transferred]

ALL THAT residential Flat situated at premises No. **07-0727** in street no. **0727 (13 M. WIDE)** (Erstwhile plot No. **2643** in Block No. AA- II D), under category- **HIGI - II**, situated in the New Town, Kolkata, Police Station : **Airport**, Dist. North 24 Pargana’s, Mouza Gopalpur, J L No. 2 Under Erstwhile Rajarhat, Gopalpur Municipality, Pin Code 700157 admeasuring more or less _____ sq. ft. carpet area consisting of _____ bedrooms, _____ dining/drawing, _____ kitchens, and _____ toilets and _____ covered mid size car parking space being **parking space no** _____ at the ground floor admeasuring _____ sq. ft more or less along with Lift facility **TOGETHER WITH** common parts and portions together with the undivided proportionate share or interest of the underneath land along with all fittings and fixtures in the common portion of the said building, out of the entire apartment situated over the land mentioned in the First Schedule herein

above. The said **Flat and Covered Car Park** are delineated in separate Maps / Plans annexed herewith.

SCHEDULE – ‘D’

(The Common Areas)

- a) Open and/or covered paths and passages.
- b) Boundary walls and gates.
- c) Space / room for water pump with motor and for electrical installations.
- d) Water reservoirs / tank.
- e) Drains, Sewers, Septic chambers, pits etc.
- f) The staircases, Lift and the landings and lobbies.
- g) Lights and fittings in the common area and spaces.
- h) Other such common areas, fittings and installations as may be specified by the owners to be the common areas fittings and installations / equipment's.
- i) Cable point for TV.
- j) Ultimate Roof.

SCHEDULE – ‘E’

(Common Expenses)

1. The expenses of maintaining, repairing, reconstructing and renewing the said structure and the drainage system rain water discharge arrangement or supply of electricity and all common areas contained in the said premises.

2. The cost of cleaning and lighting the entrance of the building the passages and spaces around the building lobby corridors staircase.

3. Cost of the repairing and decorating the exterior of the building.

4. All taxes levies and impositions, deposit etc. for the premises as a whole.

5. All litigation cost relating to the common portion / parts and common interest in the building.

6. All salaries, wages, fees and remuneration of all workmen staff and experts engaged and hired for the common purpose.

7. Cost of maintaining, operating, replacing and installing implements including pump motor pipes, etc. for common services.

8. Cost of Insurance for the building, if any.

9. Such expenses as would be necessary for or incidental to the said maintenance and put keep of the premises and the common areas facilities and amenities.

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

SIGNATURE OF THE DEVELOPER

WITNESSES :

1.

SIGNATURE OF THE PURCHASERS

2.

SIGNATURE OF THE LAND OWNER

Represented by Constituted Power of

Attorney : Gaurav V Sanghvi

Drafted by :

(Advocate)

Calcutta High Court,
Bar Association Room No. -

TOTAL AMOUNT (Rs.)				

SIGNATURE OF THE DEVELOPER :