

CONVEYANCE DEED

1.	NAME OF VENDEE (S)	
2.	ADDRESS OF VENDEE (S)	
3.	PROPERTY NO. AND DETAILS	
4.	SEGMENT/ BLOCK (NAME & CODE)	
5.	VILLAGE/ CITY (NAME & CODE)	comprised within Sheet No. 82, R.S. Dag No. 70, R.S. Khatian No. 57, within Mouza- Shibpur, J.L. No. 1, at present H.M.C. Holding No. formerly 73 at present 73/3, Bangal Para and Bye Lane, within H.M.C. Ward No. 41, within P.S. Old- Shibpur, New- A.J.C. Bose B.Garden Police Station, within Additional District Sub-Registry Office, District Sub-Registry Office and District- Howrah, Pin- 711109
6.	CARPET AREA	
7.	TRANSACTION VALUE	
8.	STAMP DUTY	
9.	STAMP NO. & DATE	
10.	COMMERCIAL OR RESIDENTIAL	

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This Conveyance Deed (the 'Deed') is made aton thisday of20...

BY AND BETWEEN

DR. SUKHENDU BIKASH MISHRA (PAN _____, AADHAAR NO. _____, son of Arun Chandra Mishra, by faith Hindu, by Nationality Indian, by occupation Doctor, residing at 63/8, Andul 1st Bye Lane, P.O. D.S. Lane, Police Station-formerly Shibpur at present A.J.C. Bose Botanic Garden, District-Howrah, PIN-711109, hereinafter referred to as the OWNER/VENDOR (which shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the FIRST PART being represented by his Constituted Attorney UNIQUE CONSTRUCTION, a Proprietorship firm having its office at 1, Michel Madhusudan Sarani, Ground Floor, P.O. Khidderpore, Kolkata, PIN-700023, being represented by its sole Proprietor MD. SHAHID (PAN-BBNPS9816D, AADHAAR NO. 4769 3967 0040), son of Md. Hanif, by faith Islam, by Nationality Indian, by occupation business, residing at Maa Sitala Apartment, 2nd Floor, Andul Road, P.O. Podrah, P.S.Sankrail, District-Howrah, Pin Code No. 711109.

AND

UNIQUE CONSTRUCTION, a Proprietorship firm having its office at 1, MichelMadhusudan Sarani, Ground Floor, P.O. Khidderpore, Kolkata, PIN-700023, being represented by its sole Proprietor MD. SHAHID (PAN-BBNPS9816D, AADHAAR NO. 4769 3967 0040), son of Md. Hanif, by faith Islam, by Nationality Indian, by occupation business, residing at Maa Sitala Apartment, 2nd Floor, Andul Road, P.O. Podrah, P.S. Sankrail, District-Howrah, Pin-711109, hereinafter referred to as the DEVELOPER/ CONFIRMING PARTY (which shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, legal representatives, administrators and assigns) of the THIRD PART.

AND

(FOR INDIVIDUALS)

.....(PAN CARD NO.....) son/wife/daughter of, by faith, by Nationality Indian, by occupation, residing at

OR

(FOR FIRMS)

.....
.....

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.....
.....

(FOR COMPANIES)

.....
.....
.....

JOINTLY WITH

.....
.....
.....

*(To be filled up, if the allotment is in the joint names

(Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the 'Vendee(s)' (which expression shall unless it be repugnant to the context or meaning thereof mean & include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assigns) of the **THIRD PART**.

The expressions, the "Owner", "Vendor" and the "Vendee (s)" are hereinafter individually referred to as the "Party" and jointly as the "Parties".

In this Agreement unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

WHEREAS

WHEREAS the First Party/ Owner is the absolute owner and occupier of ALL THAT the piece and parcel of Mokarari Mourashi Bastu land containing an admeasuring area about 10 Cottahs 03 Chittaks 29 Sq.ft. with structure standing thereon comprised within Sheet No. 82, R.S. Dag No. 70, R.S. Khatian No. 57, within Mouza - Shibpur, J.L. No. 1, at present H.M.C. Holding No. formerly 73 at present 73/3, Bangal Para and Bye Lane, within H.M.C. Ward No. 41, within P.S. Old- Shibpur, New- A.J.C. Bose B.Garden Police Station, within Additional District Sub-Registry Office, District Sub-Registry Office and District- Howrah, Pin- 711109, a long with all easement rights, which is more fully and particularly descried in the First Schedule hereunder written and hereinafter called the SAID PROPERTY;

AND WHEREAS the First Schedule noted property along with other propertiesoriginally belonged to one Radha Rani Kunti, wife of Durga Das Kunti, who purchased the property from Niranjan Prasad Kunti and another by a registered Deed of Sale being No. 1199 for the year 1949 which is duly executed and registered

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before the District Registrar, Howrah and recorded in Book No. I, Volume No, 16, Pages- 247 to 250, Being No. 1199 for the year 1949, and while she was in enjoyment and possession of the First Schedule noted property by mutating the same in her own name by paying rent and taxes to the appropriate authority died intestate leaving behind her six sons namely- Sri Sushil Kunti, Sri Kartick Kunti, Sri Ganesh Kunti, Sri Rabin Kunti, Sri Rajkumar Kunti and Sri Sukumar Kunti as her legal heirs and successors.

AND WHEREAS while all the six sons of deceased Radha Rani Kunti while were in khas possession and enjoyment sold their 10 Cottahs 03 Chittaks 29 Sq.ft. of Bastu land out of 16 Cottahs 09 Chittaks 32 Sq.ft. Bastu land to the present Vendor Namely Dr. Sukhendu Bikash Mishra by two separate Deed of Sale vide No. 621 of 2012 and 622 of 2012 in which 05 Cottahs 03 Chittaks 29 Sq.ft. vide Deed No. 621 of 2012 and vide No. 622 of 2012 and 622 of 2012 in which 05 Cottahs vide Deed No. 622 of 2012 i.e. in total 10 Cottahs 03 Chittaks 29 Sq.ft. and both the Deeds were executed and registered on 30th January, 2012 before the Additional District Sub-Registrar, Howrah and got khas physical possession

AND WHEREAS in this way the Owner became the Owner and occupier of the First Schedule noted property and he has mutated his name in the records of Howrah Municipal Corporation as well as L.R. Settlement Department and the property is hereinafter referred to as the "Said Property" and is in enjoyment and khas possession of the said property without any interruption and/or objection of any third party, outsider, stranger from any corner and the said property is free from all encumbrances whatsoever.

AND WHEREAS for development of the said property, the Owner is herein desirous to construct building subject to approval of Howrah Municipal Corporation upon the said property, but due to lack of experience and stringency of finance he was in search of a good, experienced and financial capable Developer who could do the much needed construction on the said property.

AND WHEREAS in the aforesaid manner each of the OWNER/LANDLORD has become the owner and occupier of his plot of land.

AND WHEREAS the Owner herein having his absolute right, title, interest are now seized and possessed of or otherwise well and sufficiently entitled forever free from all encumbrances to the said property morefully and clearly described in First Schedule hereunder written.

AND WHEREAS while seized and possessed of the First Schedule mentioned property, the Owner, being short of Funds and Technical knowledge and for the purpose of doing investment on his said property in a profitable manner by constructing a multi-storied building thereon, approached the Developer/ Promoter/Second Party to raise construction on the said property and to fulfill the purpose and accordingly he entered into, executed and registered Development Agreement dated 21st January, 2015 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 2, Pages from 3842 to 3869, Being No. 00549 for the year 2015;

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AND WHEREAS for smooth running of the work and allied incidents the above stated Owner/Vendor executed one Registered Development Power of Attorney after Registered Development Agreement which was executed and registered in Book No. 1, C.D. Volume No. 2, Pages from 3870 to 3880, Being No. 00554 for the year 2015 before

D.S.R., Howrah, and on the strength of the said Development Agreement as well as the Power of Attorney the developer herein has got the Building Sanctioned Plan from the Howrah Municipal Corporation vide BRC No. 90/22-23 dated 16.08.2022; and accordingly the Developer/Confirming party/ Third part herein has commenced construction of a multistoried building on the said LAND named as "UNIQUE FOUNTAIN-3" as per the sanctioned building plan;

The Said Land is earmarked for the purpose of building a [commercial/residential] project, comprising G+IV multistoried apartment buildings and [insert any other components of the Projects] Building Sanctioned Plan from the Howrah Municipal Corporation vide BRC No. 90/22-23 dated 16.08.2022 and the said project shall be known as "UNIQUE FOUNTAIN-3"

The Promoter has obtained the final layout plan approvals for the Project from HMC. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The said Larger Property is earmarked for the purpose of building of a residential project comprising of multi storeyed apartments buildings consisting of apartments, tenements, dwelling units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transferring the same to the prospective purchasers, lessees and other transferees, at its own risk and responsibility (collectively referred to as "Project") in the manner and on the terms, conditions, stipulations and provisions of approvals and the said Project shall be known as " UNIQUE FOUNTAIN-3 ".

O. For the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide BRC No. 90/22-23 dated 16.08.2022 and accordingly the Developer/ Confirming Party herein has commenced

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construction of a multistoried building on the said amalgamated LAND named as "UNIQUE FOUNTAIN-3" as per the said sanctioned building plan;

- P. Now, the Project has received Occupation Certificate issued by Howrah Municipal Corporation being _____ dated _____ with respect of the building/s and structures where the said Unit (as defined herein below) is situated. The Vendor has informed the Vendee(s) of the same. A copy of occupation certificate is enclosed herewith as ANNEXURE -A.
- Q. The said Project has been registered with the West Bengal Housing Industry Regulatory vide Regn No. _____ dated _____ in accordance with the West Bengal Housing Industry Regulation Act, 2017.
- R. The Vendee(s) being desirous of owing a residential unit in the Project more particularly detailed and described in **Second Schedule** (hereinafter referred to as the said "Unit") along with% right in common areas to the extent envisaged hereunder and stipulated undivided interest in the said land wherein the project has been devolved by the Vendor had entered into Apartment Buyer's Agreement datedexecuted at(Agreement) wherein the said Vendor had agreed to sell and transfer to the Vendee(s) the Unit as set out in the said Agreement for a Sale consideration of Rs.....(Rupees) only. The Vendor has also allotted and earmarkedcar parking spaces bearing for the exclusive use and enjoyment of the Vendee(s).
- S. The authenticated copy of the floor plan of the said unit purchased by the Vendee(s) as sanctioned and approved have been annexed and marked as **ANNEXURE -B**.
- T. The Vendor has also represented to the Vendee(s) that the Vendor holds good and marketable right to enter into this Deed.
- U. The Vendee(s) has verified the ownership details and title of the said property through its own legal advisors and property experts and after being fully satisfied with the same, the Vendee(s) has purchased the said Unit from the Vendor. The Vendee(s) has also verified the construction work, materials used in the construction etc. through their respective experts for the said Unit and after being fully satisfied with the same, the Vendee(s) has purchased the said Unit from the Vendor.
- V. The Vendee(s) has paid the entire Sale Consideration, Additional Outgoings and other charges as stated in the said Agreement and now has come forward to take upon possession of the said Unit. Along with taking upon vacant, quiet and peaceful possession of the said Unit, now the Vendee(s) have requested the Vendor to convey the said Unit more particularly described in the Second Schedule hereunder written, by executing which the Vendor has agreed upon the terms, conditions and consideration as set out.

NOW THIS DEED WITNESSETH AS FOLLOWS:

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1. That in pursuance of the foregoing and the said Agreement and in consideration of the Sale Consideration as mentioned hereinabove, paid by the Vendee(s) to the Vendor as stated above, (the payment and receipt whereof the Vendor doth hereby acknowledged, and of and from every part thereof for ever acquit, release and discharge the Vendee(s) as full and final consideration for sale of the said unit, the Vendor doth hereby grant, sell, transfer assign convey and assure unto forever the said unit to the Vendee(s) TO HAVE AND TO HOLD THE SAME as the owner of the said Unit as described in the THIRD SCHEDULE, developed by the Vendor on the said property and all the right title and interest of the Vendor in the said Unit, including the right to use the common areas provided in the said land, pathways, open space garden areas, and other common amenities and facilities.
2. That the Vendor doth hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER and ASSURE unto the Vendee(s) forever, all the right, title and interest of the Vendor in the said Unit, hereunder written together with all rights, liberties/privileges, easements necessary for the enjoyment of the said Unit and TO HAVE AND TO HOLD AND TO ENJOY the said Unit with all rights and appurtenances absolutely and forever on the terms and condition mentioned in the said Agreement.
3. That the Vendor has delivered the actual physical possession of the said Unit to the Vendee(s) at the time of execution of this Conveyance Deed and the Vendee(s) hereby confirms and acknowledges to have taken over possession of the said Unit and/the amenities of the Project.
4. The Vendee(s) declares that he/she/it has no complaint or grievance of any nature whatsoever in respect of the Unit and/the amenities of the Project.
5. That the Vendor has assured the Vendee(s) that the said Unit is free from all sorts of encumbrances, liens and charges etc. and the Vendor has the full right and authority to sell the same.
6. That all taxes, charges, cess etc. including but not limited to House Tax, Water Tax, Sewerage Tax, Electricity charges or any other Taxes or charges to Municipal Corporation, Power Corporation or any other Competent Authority/Department etc., whether levied or leviable in respect of the said Land and said Unit, in present or future by the competent authorities, government bodies with retrospective or prospective effect shall be payable by the Vendee(s).
7. That the Vendee(s) agrees and confirms that all the obligations arising under this Conveyance Deed in respect of the said Unit and Land and Larger Property shall equally be applicable and enforceable against the Vendee, occupier and subsequent purchasers of the said Unit as the said obligations go with the said Unit for all intents and purposes and the Vendee(s) assures the Vendor that the Vendee(s) shall take sufficient steps to ensure the performance in this regards.

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8. That the Vendee(s) shall also be liable to pay all such future levies as may be levied on the said Unit and Land and Larger Property including EDC, IDC, Infrastructure Development Charges, GST etc.
9. The Vendor hereby covenants with the Vendee(s) that notwithstanding any act, deed, matter or thing whatsoever done, committed, omitted or knowingly or willingly suffered by the Vendee(s) or any person/ persons claiming through it, the Vendor now has in itself a good right.

i. **For Title :**

That the Vendor has a good, valid, subsisting and marketable title over the said Unit. Further the Owner has full power and absolute authority to grant, convey, transfer and assure the said unit hereby granted, conveyed, transferred and assured unto and to the use of the Vendee(s) in any manner aforesaid.

ii. **For Peaceful Possession and Quiet Enjoyment :**

AND THAT it shall be lawful for the Vendee(s) from time to time and at all times hereafter peaceably and quietly to hold, occupy, possess and enjoy the said Unit hereby granted, conveyed, transferred and assured with the appurtenances and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for it.

10. That all the terms and conditions as contained in the said Agreement shall be read as part and parcel of these presents and shall continue to hold good and binding upon the Vendee(s). That all expenses, charges etc. including the stamp duty, registration fee for the registration of this Deed (including deficit if any) or in relation to the Unit or any construction to be made thereon, if any will be solely borne and paid by the Vendee(s).
11. This Deed shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
12. This Deed shall be construed and the legal relation between the Parties hereto shall be determined and governed in accordance to the laws of India. All disputes or differences whatsoever which shall at any time hereafter arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this deed or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this deed or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this deed, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator mutually nominated by both the parties. The award of the arbitrator shall be final and binding on the Parties to the reference. The arbitration proceedings shall be held in

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Mumbai only. The proceedings shall be conducted in English Costs and expenses for such arbitration proceedings shall be equally borne by the parties. The courts shall have the jurisdiction as per procedure of law.

FIRST SCHEDULE-DESCRIPTION OF THE LARGER PROPERTY

FIRSTLY

ALL THAT piece and parcel of Mokarari Mourashi Bastu land containing an admeasuring area about 10 Cottahs 03 Chittaks 29 Sq.ft. with multistoried building standing thereon comprised within Sheet No. 82, R.S. Dag No. 70, R.S. Khatian No. 57, within Mouza- Shibpur, J.L. No. 1, at present H.M.C. Holding No. formerly 73 at present 73/3, Bangal Para 294 Bye Lane, within H.M.C. Ward No. 41, within P.S. Old- Shibpur, New- A.J.C. Bose B.Garden Police Station, within Additional District Sub-Registry Office, District Sub- Registry Office and District- Howrah, Pin- 711109, together with right over the common passage attached thereto and all sorts of easement rights attached thereto, which is butted and bounded by :-

On the North : Part of Holding No. 73, Bangalpara 2nd Bye Lane;

On the South : Holding No. 63/3/1 and 63/3/2, Bangalpara 2nd Bye Lane;

On the East : Holding No. 74, Bangalpara 2nd Bye Lane;

On the West : 12' feet wide Municipal .passage namely Bangalpara 2nd Bye Lane

SECONDLY

"Said Passage"

Road adjacent to the said property

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Unit)

ALL THAT piece and parcel of one self contained residential Flat being Flat No. "....." measuring about Square Feet including super built up area on the Floor of the building with marble flooring (with lift facility) named as "....." constructed over the amalgamated property mentioned in the First Schedule herein above written together with undivided, impartible proportionate share of the land underneath in the First Schedule mentioned property comprised in Sheet No. 82, R.S. Dag No. 70, R.S. Khatian No. 57,

within Mouza- Shibpur, J.L. No. 1, at present H.M.C. Holding

No. formerly 73 at present 73/3, Bangal Para 294 Bye Lane, within H.M.C. Ward No. 41, within P.S. Old

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Shibpur, New- A.J.C. Bose B.Garden Police Station, within Additional District Sub-Registry Office, District Sub-Registry Office and District- Howrah, Pin- 711109

follows:-

On the North :

On the South :

On the East :

On the West :

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED AND DELIVERED

For and on behalf of the within named
OWNER, through its Constituted attorney

Mr _____

In the presence of Witnesses :

1.

2.

SIGNED AND DELIVERED

For and on behalf of the within named
PROMOTER, through its Constituted attorney

In the presence of Witnesses :

Mr _____

1.

2.

SIGNED AND DELIVERED

For and on behalf of the within named
ALLOTTEE(S),

In the presence of Witnesses :

1.

2.

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RECEIPT AND ACKNOWLEDGEMENT

The Allottee(s) has/ have paid a sum of Rs.(Rupees) on or before execution of these presents and the balance consideration is payable as per the Payment Schedule as agreed between the Parties and annexed to this Agreement.

WE SAY RECEIVED

PROMOTER

ANNEXURE A

(COPY OF OCCUPATION CERTIFICATE)

ANNEXURE B

(COPY OF THE FLOOR PLAN OF THE UNIT)

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