

**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)	R.S. Dag No. 293 corresponding to L.R. Dag No. 426 under R.S. Khatian No. 509 corresponding to L.R. Khatian Nos. 4731 and 4827 and situated within Mouza-Thanamakua, J.L. No. 40, Police Station-Sankrail, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, Borough No. VII, within H.M.C. Holding No. 62 & 62A at present new amalgamated holding No. 62/1, Andul Road, P.S. Sankrail, District-Howrah, Pin-711109, and within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, Howrah
6. CARPET AREA	
7. TRANSACTION VALUE	
8. STAMP DUTY	
9. STAMP NO. & DATE	
10. COMMERCIAL OR RESIDENTIAL	

VENDOR

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This Conveyance Deed (the 'Deed') is made at .....on this .....day of .....20...

**BY AND BETWEEN**

(1) **SRI RABIN NASKAR**, son of Late Panchu Charan Naskar, by faith Hindu, by Nationality Indian, by occupation Business, residing at Village-Nazirgunge, Thanamakua, Post-Danesh Seikh Lane, P.S. Sankrail, District-Howrah, Pin Code No. 711109, and (2) **SRI RITWICK NASKAR**, son of Sri Rabin Naskar, by faith Hindu, by occupation-Business, by Nationality Indian, residing at Village-Nazirgunge, Thanamakua, Post-Danesh Seikh Lane, P.S. Sankrail, District-Howrah, Pin Code No. 711109, **being represented by their Constituted Attorney "MAA BHABATARINI REALTOR PVT. LTD.", PAN-AAICM9919R** a Company incorporated under the Companies Act, 1956, having its Registered office at Village-Podrah, Post Office-Podrah P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankaril, District Howrah-711109, authorized vide (vide Registered Power of Attorney which was registered in the Office A.D.S.R. at Ranihati and recorded in Book No. I, Volume number 0503-2015, pages from 38343 to 38364, Being No. 050304067 for the year 2015) (hereinafter referred to as "**Owner**") (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors & permitted assigns) of the **First Part**;

**AND**

**"MAA BHABATARINI REALTOR PVT. LTD.", PAN-AAICM9919R** a Company incorporated under the Companies Act, 1956, having its Registered office at Village-Podrah, Post Office-Podrah P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankaril, District Howrah-711109, authorized vide board resolution dated .....(hereinafter referred to as "**Vendor**") (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors & permitted assigns) of the **Second 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**

- A. That Owners are the Joint Owners and Occupiers of demarcated property i.e. **ALL THAT** piece and parcel of Bastu Land measuring more or less 9 Cottahs 7 Chittaks 21 Square Feet comprised in R.S. Dag No. 293 corresponding to L.R. Dag No. 426 under R.S. Khatian No. 509 corresponding to L.R. Khatian Nos. 4731 and 4827 and situated within Mouza-Thanamakua, J.L. No. 40, Police Station-Sankrail, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, Borough No. VII, within H.M.C. Holding No. 62 & 62A at present new amalgamated holding No. 62/1, Andul Road, P.S. Sankrail, District-Howrah, Pin-711109, and within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, Howrah.
- B. The above mentioned property measuring more or less 9 Cottahs 7 Chittaks 21 Square Feet or more or less 16 decimal originally belonged to one Panchu Charan Naskar, son of Late Shib Chandra Naskar who recorded his name in the records of Settlement Department as Owner and Occupier and he while seized and possessed in the said property executed a Deed of Settlement on 7<sup>th</sup> July, 1975 in favour of his son Sri Rabin Naskar (the Declarant herein) which was registered in the Office of District Registrar at

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- Howrah and recorded in Book No. I, Volume No. 85, Pages from 35 to 40, Being No. 3517 for the year 1975;
- C. Subsequent to the execution and registration of the aforesaid Deed of Settlement said Panchu Charan Naskar died on 1<sup>st</sup> February, 1977 and after his death according to the terms and conditions of the aforesaid Deed of Settlement, Sri Rabin Naskar, the Owner No. 1 herein has become absolute Owner and Occupier of the aforesaid entire properties and he has mutated his name in the records of L.R. Settlement Department and after mutation he has been allotted New L.R. Khatian No. 4731 in respect of his property i.e. Bastu Land measuring more or less 09 Cottahs 07 Chittaks 21 Square Feet or more or less 16 Sataks together with structure standing thereon comprised in R.S. Dag No. 293 corresponding to L.R. Dag No. 426 under R.S. Khatian No. 509 and he has also mutated his name in the records of Howrah Municipal Corporation as holding No. 62, Andul Road, P.S. Sankrail, District-Howrah, Pin-711109;
- D. Thereafter the Owner No.1 herein while seized and possessed in the aforesaid property have gifted All that piece and parcel of Bastu Land measuring more or less 4 Cottahs 11 Chittaks 33 Square Feet or more or less 8 decimals out of 09 Cottahs 07 Chittaks 21 Square Feet or more or less 16 Sataks together structure standing thereon comprised in R.S. Dag No. 293 corresponding to L.R. Dag No. 426 under R.S. Khatian No. 509 corresponding to L.R. Khatian No. 4731 together with right of user over 12'-00" feet wide common passage on the Eastern side of the above mentioned property and 8'-00" feet wide common passage on the Western side of the above mentioned property and situated within Mouza-Thanamakua, J.L. No. 40, Police Station-Sankrail, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45 and within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, Howrah in favour of his son Sri Ritwick Naskar, the Owner No. 2 herein by virtue of a Deed of Gift written in Bengali language which was executed on 21<sup>st</sup> day of May, 2015 and registered in the Office of Additional District Sub-Registrar at Ranihati, Howrah and recorded in Book No. I, CD Volume No. 0503-2015, Pages from 3996 to 4014, Being No. 050302148 for the year 2015;
- E. By virtue of the aforesaid Deed of Gift, Sri Ritwick Naskar, the Owner No. 2 herein, has become the Owner and Occupier of the aforesaid gifted property and he has mutated his name in the records of L.R. Settlement Department and he has been allotted L.R. Khatian No. 4827 and he has also mutated his name in the records of Howrah Municipal Corporation as holding No. 62A, Andul Road, P.S. Sankrail, District-Howrah, Pin-711109.
- F. That subsequently the Owners herein have jointly amalgamated their aforesaid property into one single plot of land and the said Deed of Amalgamation was registered in the office of A.D.S.R. at Ranihati, Howrah and recorded in Book No. I, Volume No. 0503-2015 pages from 25693 to 25715, Being No. 050303395 for the year 2015.
- G. The present owners while possessing the aforesaid property peacefully an uninterruptedly till date being desirous of developing the property as mentioned in the First Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, but in absence of experience and stringency of finance the present Owners are in search of a better sufficiently

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experienced and financially capable Developer who could do the needful construction on the said property as desired and expected .

- H. Accordingly the Owners entered into an Agreement for Development with the developer herein on 17<sup>th</sup> August, 2015 which was registered in the Office of Additional District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0503-2015, pages from 25716 to 25747, Being No. 050303396 for the year 2015 and simultaneously the Owners executed a Development Power of Attorney in favour of the Developer/ herein empowering the Developer herein to commence construction of a multistoried building over the said property and to sell out the Flats/Units of the said building on his behalf and the said Power of Attorney was registered in the Office of Additional District Sub-Registrar at Howrah and recorded in Book No. I, Volume No.0503-2015, Pages from 38343 to 38364 , Being No. 050304067 for the year 2015 (hereinafter referred to as the said POA under the said Joint Development Agreement and POA, the Owners have authorized and permitted the Promoter to sell and transfer on ownership basis, various flats, apartments, tenements, units and premises in the buildings and structures to be constructed by the Promoter at its own cost on the said Larger Property, for such consideration and on such, other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same. The said Joint Development Agreement also inter alia provides that, on completion of development of the said Larger Property or portions thereof thereof from time to time, the Promoter alone will be entitled to hand over possession of the various Flats, apartments, tenements, units, premises car parks constructed/provided thereon to the purchasers/ transferees thereof. The Owner shall do all such acts, deeds and things and render all possible assistance to the Promoter as may be necessary and expedient to facilitate the development, sale and conveyance of the said Larger Property.
- I. 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 " .....".
- J. For the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide No..... and accordingly the Developer/ Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said amalgamated LAND named as "....." as per the said sanctioned building plan;

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- A. 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.
- B. The said Project has been registered with the West Bengal Housing Industry Regulatory vide Regn No. \_\_\_\_\_ dated 9 \_\_\_\_ in accordance with the West Bengal Housing Industry Regulation Act, 2017.
- C. 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 dated .....executed 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 earmarked .....car parking spaces bearing for the exclusive use and enjoyment of the Vendee(s).
- D. 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**.
- E. The Vendor has also represented to the Vendee(s) that the Vendor holds good and marketable right to enter into this Deed.
- F. 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.
- G. 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:**

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

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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.
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.

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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 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.

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**FIRST SCHEDULE-DESCRIPTION OF THE LARGER PROPERTY**

**FIRSTLY**

**ALL THAT** piece and parcel of Bastu Land measuring more or less **09 Cottahs 07 Chittaks 21 Square Feet** together with Tin shed structure standing thereon comprised in R.S. Dag No. 293 corresponding to L.R. Dag No. 426 under R.S. Khatian No. 509 corresponding to L.R. Khatian Nos. 4731 and 4827 and situated within Mouza-Thanamakua, J.L. No. 40, Police Station-Sankrail, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, Borough No. VII, within H.M.C. Holding No. 62 & 62A at present new amalgamated holding No. 62/1, Andul Road, P.S. Sankrail, District-Howrah, Pin-711109, and within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, Howrah, which is butted and bounded by:-

**ON THE NORTH :** High Drain thereafter P.W.D. Land thereafter  
Andul Road.

**ON THE SOUTH :** Property in R.S. Dag No. 294

**ON THE EAST :** 12'-00" wide Common Passage.

**ON THE WEST :** 8'-00" wide H.M.C. Road thereafter property in  
R.S. Dag No. 345

**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 R.S. Dag No. 293 corresponding to L.R. Dag No. 426 under R.S. Khatian No. 509 corresponding to L.R. Khatian Nos. 4731 and 4827 and situated within Mouza-Thanamakua, J.L. No. 40, Police Station-Sankrail, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, Borough No. VII, within H.M.C. Holding No. 62 & 62A at present new amalgamated holding No. 62/1, Andul Road, P.S. Sankrail, District-Howrah, Pin-711109, and within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, Howrah. The Flat is butted and bounded as follows:-

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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.

**VENDOR**

**VENDEE/S**



**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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