# 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. and L.R. Dag No. 245 under L.R. Khatian Nos. 1721 and 1722 and situated within Mouza-Dakshin Buxarah, J.L. No. 8, P.S. Jagacha, District-Howrah, comprised in Howrah Municipal Corporation amalgamated holding No. 46/A, Ramkrishna Polly, P.S. Jagacha, Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur, Howrah
6.	CARPET AREA	
7.	TRANSACTION VALUE	
8.	STAMP DUTY	
9.	STAMP NO. & DATE	
10.	COMMERCIAL OR RESIDENTIAL	
1		

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

#### BY AND BETWEEN

(1) SRI KESHAB CHANDRA MONDAL, son of Late Dr. Bholanath Mondal, by faith Hindu, by Nationality Indian, by occupation Service, residing at Village-Narayanpur, P.O. Hirapur, P.S. Onda, District-Bankura, presently residing at C.T.F. 1/4, H.C.L. / I.C.C. Babulyne, P.O. Moubhandar, District-East Singhum, Jharkhand-832103, (2) SRI JAGADISH CHANDRA MONDAL, son of Sri Chityaranjan Mondal, by faith Hindu, by Nationality Indian, by occupation Service, residing at Churamonipur, P.O. Bhedushole, P.S. Indopur, District-Bankura-722121 and presently residing at L.I.G. Qtr. Block-E-1, 2, B.G. Lane, P.O. B. Garden, P.S. Shibpur, District-Howrah-711103, being represented by their Constituted Attorney 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 Registered Power of Attorney executed by the Owner No. 1 Keshab Chandra Mondal which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No.0501-2016, Pages from 129653 to 129678, Being No. 050105098 for the year 2016 and vide Registered Power of Attorney executed by the Owner No. 2 Jagadish Chandra Mondal which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No.0501-2016, Pages from 129679 to 129705, Being No. 050105099 for the year 2016) (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

#### AND

# (FOR INDIVIDUALS)

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

VENDOR

#### OR

(FOR FIRMS)
***************************************
***************************************
***************************************
[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 "Vendoe (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. The Owner No. 1 herein Keshab Chandra Mondal is the Owner and Occupier of ALL THAT piece and parcel of Bastu Land measuring more or less 02 Cottahs 10 Chittaks 24.5 Square Feet together with R.T. shed structure measuring more or less 100 Square Feet standing thereon together with right of user over 12'feet wide common passage on the Eastern side of the property and 10'feet wide common passage on the South-Western corner of the property comprised in R.S. Dag No. 219 corresponding to L.R. Dag No. 245 under R.S. Khatian No. 301 corresponding to L.R. Khatian No. 1721 and situated within Mouza-Dakshin Buxarah, J.L. No. 8, Police Station-Jagacha, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, within the

VENDOR

- 5. [If the Project is to develop commercial/residential complex] The Allottee agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the Schedule B property.
- The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'B' property.
- 7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the property described in Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.
- 8. That all payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter. Any loan amounts availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee. Notwithstanding whether the loan is obtained or not, the Allottee shall be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.
- 9. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of [.....................]% of Total Price ("Assignment Fee")
- 10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule B property to the Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.
- 11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
- 12. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.
- 13. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot Schedule B property to another party and the Allottee shall thereafter have no right, interest or claim over the Schedule B property. Consequent to such

termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.

- 14. [If the Project is to develop commercial/residential complex] The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee shall co-exist or co-terminate.
- 15. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder unto the date of Registration of the sale deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier.
- 16. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 17. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/ e-mail/ courier at their respective addresses specified below:
- (Name of Allottee) \_\_\_\_\_\_ (Allottee Address) M/s (Promoter name) \_\_\_\_\_\_ (Promoter Address) It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.
- 18. That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- 19. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 20. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 21. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be,

year 2016 and simultaneously the Owner/Vendor No. 1 herein executed a Development Power of Attorney in favour of the Developer/ Confirming Party/ Third Part herein empowering the Developer/ Confirming Party/ Third Part 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 District Sub-Registrar at Howrah and recorded in Book No. I, Volume No.0501-2016, Pages from 129653 to 129678, Being No. 050105098 for the year 2016 AND on the other hand the Owner No. 2 herein namely Jagadish Chandra Mondal entered into an Agreement for Development with the developer herein on 28th March, 2016 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2016, pages from 91014 to 91044, Being No. 050103565 for the year 2016 and simultaneously the Owner/Vendor No. 2 herein executed a Development Power of Attorney in favour of the Developer/ Confirming Party/ Third Part herein empowering the Developer/ Confirming Party/ Third Part 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 District Sub-Registrar at Howrah and recorded in Book No. I, Volume No.0501-2016, Pages from 129679 to 129705, Being No. 050105099 for the year 2016 (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 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.

- J. The Owners above named through their Constituted Attorney have amalgamated their respective property into one single plot of land by virtue of a registered Deed of Declaration for Amalgamation cum Exchange dated 20th June, 2016 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume number 0501-2016, pages from 142941 to 142965, being No. 050105739 for the year 2016 and after amalgamation the entire property has been recorded as Howrah Municipal Corporation amalgamated holding No. 46/A, Ramkrishna Polly, P.S. Jagacha, Howrah and a building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R. No. 302/16-17 dated 17.06.2019, Borough No. VII.
- K. The said Larger Property is earmarked for the purpose of building of a residential project comprising of multi storeyed apartments buildings consisting of apartments,

VENDOR VENDEE/S

- L. For the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R. No. 302/16-17 dated 17.06.2019, Borough No. VII 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;
- 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.
- 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

VENDOR VENDEE/S

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 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 fight 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.
- The Vendec(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.
- 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.
- 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.,

VENDOR VENDEE/S

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 Vendec(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.
- 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).
- 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.

# FIRST SCHEDULE-DESCRIPTION OF THE LARGER PROPERTY

#### FIRSTLY

ALL THAT piece and parcel of Bastu Land measuring more or less 4 Cottah 4 Chittak 11 Square Feet comprised in R.S. and L.R. Dag No. 245 under L.R. Khatian Nos. 1721 and 1722 and situated within Mouza-Dakshin Buxarah, J.L. No. 8, P.S. Jagacha, District-Howrah, comprised in Howrah Municipal Corporation amalgamated holding No. 46/A, Ramkrishna Polly, P.S. Jagacha, Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur, Howrah together with right over the common passage and all sorts of other easement rights attached thereto, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by:

On the North:

Property of Dag No. 225

On the South :

10'-0" wide common passage and boundary of Thanamakua

Mouza.

On the East :

Dag No. 210, 12'-0" wide common passage and Dag No. 219

On the West :

Property of Dag No. 218

### SECONDLY

### "Said Passage"

Road adjacent to the said property

VENDEE/S

VENDOR

# THE SECOND SCHEDULE HEREINABOVE REFERRED TO

### (Description of the said Unit)

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

or and on behalf of the within named
OWNER, through its Constituted attorney
Mr
n the presence of Witnesses :
L.
2.
For and on behalf of the within named PROMOTER, through its Constituted attorney in the presence of Witnesses:  Mr  I.  SIGNED AND DELIVERED For and on behalf of the within named ALLOTTEE(S),
n the presence of Witnesses :
1.
2.

# RECEIPT AND ACKNOWLEDGEMENT

WE SAY RECEIVED

PROMOTER

# ANNEXURE A

(COPY OF OCCUPATION CERTIFICATE)

# ANNEXURE B

(COPY OF THE FLOOR PLAN OF THE UNIT)

VENDOR

# MEMO OF CONSIDERATION

RECEIVED Rs.

/- (Rupees

) only towards the part consideration money in respect of the Schedule mentioned Flat from the Purchasers herein in the manner as follows:-

Date Cheque No./ Cash Bank Name Amount

G.S.T.

Total Rs. /-

WITNESSES :-

2.

SIGNATURE OF THE CONFIRMING PARTY/DEVELOPER/

THIRD PART.