

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. 1078 corresponding to L.R. Dag No. 1239 under R.S. Khatian No. 413 corresponding to new L.R. Khatian No. 6733 and situate within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, within the ambit of Thanamakua Gram Panchayet, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Ranihati.
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

"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 (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

(FOR INDIVIDUALS)

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

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)

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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 **SECOND 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. The "A" Schedule mentioned property hereunder written along with other property totaling measuring about 40 decimals originally belonged to one Surendra Nath Naskar who while seized and possessed in the said property died intestate leaving behind his only wife Smt. Sarojini Bala Naskar as his only legal heir and successor who became the absolute Owner and Occupier of the said property by way of inheritance from her husband. Thereafter said Sarojini Bala Naskar while seized and possessed in the said property during her life time she executed a Deed of Settlement in favour of Shyamal Naskar, Nirmal Naskar and Bimal Kumar Naskar which was registered in the Office of District Registrar at Howrah and recorded in Book No. I, Volume No. 80, pages from 98 to 102, Being No. 3705 for the year 1976. Thereafter said Sarojini Bala Naskar died and after her death according to the terms of the said Deed of Settlement said Shyamal Naskar, Nirmal Naskar and Bimal Kumar Naskar became joint Owners and occupiers of the said property each having their undivided 1/3rd share thereof.
- B. Thereafter said Bimal Kumar Naskar died unmarried and after his death his undivided 1/3rd share in the property was devolved upon his two brothers namely Shyamal Naskar and Nirmal Naskar and thereafter said Shyamal Naskar and Nirmal Naskar transferred the landed property measuring about 4.6 decimals in favour of Fani Bhusan Naskar, son of Late Panchanon Naskar by way of a Deed of Exchange dated 17th October, 2012 which was registered in the Office of A.D.S.R. Ranihati, Howrah and recorded in Book No. I, CD Volume No. 13, pages from 3212 to 3222, being No. 4687 for the year 2012;
- C. Thereafter said Fani Bhusan Naskar while seized and possessed in the said property sold, conveyed and transferred the "A" Schedule mentioned property hereunder written in favour of Smt. Mahua Sardar, wife of Sri Pintu Sardar by virtue of a registered Bengali Kobala dated 14th August, 2014 which was registered in the Office of A.D.S.R. Ranihati and recorded in Book No. I, CD Volume No. 10, pages from 4748 to 4760, Being No. 3482 for the year 2014 and after such purchase said Mahua Sardar mutated her name in the records of L.R. Settlement and thereafter said Mouha Sardar sold, conveyed and transferred the said property in favour of the present Owner/Vendor herein by virtue of a registered Bengali Kobala dated 21st February, 2017 which was registered in the Office of A.D.S.R. Ranihati, Howrah and recorded in Book No. I, Volume No. 0503-2017, pages from 26603 to 26623, Being No. 050301234 for the year 2017;

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- D. That by virtue of the aforesaid Deed of Purchase the present Owner/Vendor herein has become the absolute Owner and Occupier of the "A" Schedule mentioned property and it has mutated its name in the records of L.R. Settlement Department as well as Local Gram Panchayet.
- E. 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 "" .
- F. For the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Zilla Parishad 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;
- G. 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.
- H. 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.
- I. 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).
- J. 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**.

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- K.** The Vendor has also represented to the Vendee(s) that the Vendor holds good and marketable right to enter into this Deed.
- L.** 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.
- M.** 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 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.

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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.
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

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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.

FIRST SCHEDULE-DESCRIPTION OF THE LARGER PROPERTY

FIRSTLY

ALL THAT piece and parcel of Bastu Land measuring more or less 02 Cottahs 07 Chittaks 31 Square feet together with proposed building standing thereon named as ".....", comprised in R.S. Dag No. 1078 corresponding to L.R. Dag No. 1239 under R.S. Khatian No. 413 corresponding to new L.R. Khatian No. 6733 and situate within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, within the ambit of Thanamakua Gram Panchayet, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Ranihat, together with right of user over the common passage and all sorts of other easement rights attached thereto, which is butted and bounded by :-

- On the North :** 10'feet wide common passage.
- On the South :** Part of R.S. Dag No. 1078.
- On the East :** Part of R.S. Dag No. 1078.
- On the West :** Part of R.S. Dag No. 1078.

SECONDLY

"Said Passage"

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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. 1078 corresponding to L.R. Dag No. 1239 under R.S. Khatian No. 413 corresponding to new L.R. Khatian No. 6733 and situate within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, within the ambit of Thanamakua Gram Panchayet, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Ranihati. The Flat is butted and bounded as follows:-

On the North :

On the South :

On the East :

On the West :

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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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