

CONVEYANCE DEED

Type of Deed	Conveyance Deed
Municipality	Rajpur-Sonarpur
P.S.	Sonarpur
District	South 24 Parganas
Type of Property	Residential
Property Address	Apartment No._____, Floor-_____, 1283, NOAPARA ROAD, Sonarpur, West Bengal
Super Area	_____sq.mtrs. (_____sq.ft.)
Sale Consideration	Rs._____/-
Stamp Duty	Rs._____/-
Stamp Serial No. & Date	

This Conveyance Deed (“**Deed**”) together with all annexures is made and executed on this _____ day of _____, 2016 at Sonarpur, West Bengal, India.

BETWEEN

M/s. Y.S.Infracon, a proprietorship company, having its registered office at 10/1/1A/3 Topsia Road South, Kolkata 700046, West Bengal, through its owner/ authorized signatory, MD SHAHID (hereinafter referred to as the “**Developer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, administrators, executors, authorized representatives and assigns) of the **FIRST PART**;

AND

1. **SMT. GAYATRI ROY**, PAN NO AUZPR4987Q daughter of Late Shyamapada Roy, by occupation – housewife, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata - 700150, District -24 Parganas(south),
2. **DEBNATH ROY**, PAN NO BVPPR0142R, son of Late Shyamapada Roy, by occupation – Retired person, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata -700150, District -24 Parganas(south),
3. **SRI TAMAL ROY**, PAN NO AEQPR7100C, son of Late Shyamapada Roy, by occupation – Retired person, residing at Noapara, Post Office & Police Station – Sonarpur, Kolkata -700150, District -24 Parganas(south), all by faith – Hindu, all by Nationality –Indian

(hereinafter jointly referred to as the “**Confirming Parties**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest, administrators, executors, authorized representatives, transferee and assigns) of the **SECOND PART**.

The Developer and the Confirming Parties shall hereinafter jointly be referred to as the “**Vendor**”

IN FAVOUR OF

_____, S/D/W of _____, R/o _____
_____ (hereinafter referred to as the “**Vendee**”, which

expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her successors, legal heirs, executors, administrators, representatives, transferees and permitted assigns) of the **THIRD PART**;

The Vendor and the Vendee shall jointly be referred to as the "**Parties**" and individually as the "**Party**".

Capitalized terms used herein this Deed but not defined shall have the same meaning as ascribed to them in the Apartment Buyer's Agreement (defined hereinafter) executed between the Parties.

WHEREAS:

- A. The Confirming Parties amongst themselves being the owners of the Land situated at 1283, Noapara Road, Sonarpur, District –South 24 Parganas, West Bengal, admeasuring about 11Katta ("**Land**") obtained Plan No. 61/09/10/51 of 2018 dated 09.07.2018 for development of a housing apartment from the RAJPUR-SONARPUR MUNICIPALTY.
- B. In accordance with the approved Building Plans and other sanctions/permissions obtained from the concerned authorities, the Developer along with the Confirming Parties has developed housing apartment over the said Land known by the name of "RATNAMALA APARTMENT" (hereinafter referred to as the "RATNAMALA").
- C. The Vendor is fully competent, authorized and has all the necessary approvals, consents and permissions to inter alia sell all the residential apartments in the housing apartment.
- D. The Vendee demanded from the Developer and the Developer has allowed the Vendee to inspect all ownership records of the said Land, the said License and the various approvals granted by the Municipality and other statutory authorities, in favour of the Confirming Parties, Layout Plan and Building Plans along with modifications thereto envisaged during the course of completion of Ireo Uptown and all other documents relating to the right, title and competence of the Vendor to construct, market, sell and convey the apartments in Ireo Uptown. The Vendee has fully satisfied in all respects, with regard to the right, title, competency and interest of the Vendor in the said Land/License and has completed its due diligence to its entire satisfaction.
- E. The Vendee acknowledges that the Vendor has readily provided complete information and clarifications as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the said Apartment (defined hereinafter). Save and except as specifically represented herein or in the Apartment Buyer's Agreement, the Vendee's decision to purchase an apartment in RATNAMALA is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, including, but not limited to, any representations relating to the said Land, or the apartments or the interior spaces therein or any other physical characteristics thereof, the estimated facilities/amenities to be made available to the Vendee or any purported services to be provided by the Vendor whether written or oral, made by the Vendor or its selling agents/brokers, or otherwise. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in the Conveyance Deed. No oral

or written representations or statements shall be considered to be part of this Conveyance Deed and this Conveyance Deed is self contained and complete in itself in all respects.

- F. The Vendee after fully satisfying itself with respect to the right, title and interest of the Confirming Parties in the said Land, the approvals and sanctions for Ireo Uptown project as well as the designs, specifications and suitability of the construction, approached the Developer and applied for allotment of Apartment No. _____ on Floor _____, side _____ in Ratnamala, Sonarpur, South 24 Pargana. West Bengal, having a super area of _____ sq. mtrs., (_____ sq. ft.) or thereabouts approximately, together with the exclusive right to use 1 nos. Parking Space(s), which form an indivisible part thereof and entered into the Apartment Buyer's Agreement dated _____ ("**Apartment Buyer's Agreement**") for purchase of the same on the terms and conditions contained therein.
- G. The Vendee hereby acknowledges and agrees that the final Super Area of Apartment No. _____ on Floor _____, Side _____ in Ratnamala, Sonarpur, South 24 Pargana. West Bengal, is _____ sq. mtrs., (_____ Sq. Ft.).
- H. The construction of Apartment No. _____ on Floor _____, Side _____ in Ratnamala, Sonarpur, South 24 Pargana. West Bengal, is now complete and the Vendee has made the payment of the agreed consideration amount and has accordingly requested the Vendor to execute the conveyance of the Apartment in its favour.

NOW THEREFORE THIS DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:

1. In consideration of the receipt of a sum of **Rs. _____/- (Rupees _____ only)** paid by the Vendee to the Vendor towards cost of the Apartment, the Vendor do hereby grant, convey, transfer, assign and assure unto the Vendee by way of sale, the **Apartment No. _____ on Floor _____, Side _____ in Ratnamala, Sonarpur, South 24 Pargana. West Bengal**, having a super area of _____ sq. mtrs., (_____ Sq. Ft.), together with the exclusive right to use nos. Parking Space (s) bearing Parking Space No. _____, (hereinafter referred to as the said "**Apartment**"), more particularly described in the **Schedule, forming part of this Deed**; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Apartment; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.
2. The Vendor assures the Vendee that the said Apartment is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims etc., and there is no legal impediment or restraint of any nature whatsoever for the transfer of the said Apartment to the Vendee.
3. The Vendee has already taken the possession of the said Apartment after having inspected and fully satisfied itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein and all other services rendered or to be rendered. And the Vendee assures the Vendor that it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been or not have been carried out or completed or for any other reason whatsoever and such claim or objection, if any, shall be deemed to have been waived off by the Vendee.

4. The Vendee hereby agrees and undertakes that the Parking Space No. _____ forms an indivisible and inseparable part of the said Apartment and the said Parking Space(s) shall have no separate legal entity or be in any manner independent of the said Apartment.
5. The Site Plan of Ireo Uptown project is annexed herewith as **Annexure-I** and the Floor Plan for the said Apartment (depicting layout of Floor__ of Tower-__) is annexed herewith as **Annexure-II**. The Unit Plan of the said Apartment is annexed herewith as **Annexure- III**.
6. The Vendee confirms that the Vendor shall have the first charge on the said Apartment in respect of any amount outstanding and payable by the Vendee towards any additional taxes, demands, assessments etc., as mentioned hereinabove. The Vendee confirms that any amount payable by it shall be treated as unpaid sale price and the Vendor shall have the first charge on the said Apartment for recovery of the same.
7. The Vendee hereby assures, represents and warrants to the Vendor that it shall comply with the terms hereof and with all the applicable laws and statutory compliances with respect to the said Apartment, the said Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.
8. The Vendee shall only have a joint and non-exclusive right of use of the Common Areas and common services and facilities subject to the timely payment of the maintenance charges.
9. The Vendor shall have the right to make additional construction anywhere in Ratnamala to the extent permissible by the Municipality or Other such authority. The Vendee shall not raise any objection whatsoever and the Vendor shall have the absolute right to transfer such additional construction in any manner whatsoever as the Vendor may in its sole discretion think fit. The Vendor shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/storeys with the existing electric, water, sanitary and drainage fittings of Ireo Uptown. The Vendee shall not have any right to object to the Vendor constructing or continuing with the construction of any other building(s)/structures in Ireo Uptown or putting up additional floors to any of the existing towers/buildings in Ireo Uptown or undertaking modification of any unsold apartment/units/areas therein. This clause shall survive the conveyance of the said Apartment.
10. The Vendee further agrees that it shall not claim any compensation or withhold the payment of any charges on the ground that the infrastructure required for Ratnamala is not yet complete, or on any other ground whatsoever.
11. Except for the terraces, if any, specifically and exclusively reserved for the use of the Apartment, the Vendor alone shall have the absolute title and the sole right to use to the terraces of the various structures/towers/buildings comprising Ratnamala and the area of such terraces has not been included in the Super Area of the Apartment. The Vendor shall have sole right to give on lease or hire any part thereof for any purpose whatsoever including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for the purpose of advertisement spaces or otherwise

and the Vendee shall not have any right to object to or prevent the same.

12. The Vendee confirms that the Parking Space(s) allotted to the Vendee for exclusive use is inseparable, indivisible and forms an integral part of the said Apartment. The Vendee confirms that the Vendee has no right to sell/transfer/or deal with the Parking Space(s) independent of the said Apartment. The Vendee shall park its vehicle(s) in the Parking Space(s) allotted for its exclusive use and not anywhere else. The Vendee shall not modify or make any changes or cordon off or otherwise erect any temporary structure(s) in the Parking Space(s).. The Vendee confirms that Parking Space(s) shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment, under any provision(s) of this Deed. All clauses of this Deed shall apply mutatis mutandis to the Parking Space(s).

The Vendee understands that the service areas in the basement/stilts provided in the Ireo Uptown are reserved for services, use by maintenance staff etc. and shall not be used by the Vendee for parking or for any other purpose whatsoever. The Vendee confirms that parking spaces earmarked for parking in the stilt/basement are meant for exclusive use for parking in the Ratnamala and does not form part of general and/or limited common areas and facilities of the said Apartment and /or Ireo Uptown constructed on Land for the purpose of the Declaration. The Vendee shall not have any right, title or interest in the parking spaces of Ireo Uptown other than those allotted to the Vendee. The Vendee acknowledges that the Vendor shall remain the owner of the parking spaces within Ratnamala which have not been allotted to any apartment owner and the Vendor shall have the right to use the same in any manner or transfer the same to any person including the occupant(s)/owner(s) of the areas, club or other units.

This clause shall survive the conveyance of the said Apartment.

13. The Vendee acknowledges and confirms that the infrastructure facilities provided by the Government is beyond the control of the Vendor and the Vendee shall not have a right to raise any claim or dispute against the Vendor in respect of the facilities provided by the Government or any other statutory authorities.
14. The Vendee shall not use or allow to use the said Apartment for any non-residential purpose or any activity that may cause nuisance to other purchasers/occupants of Ratnamala. This clause shall survive the conveyance of the said Apartment.
15. The Vendee undertakes and agrees that any violation of the following shall entitle the Vendor or Ratnamala Apartment to enter into the said Apartment wherever necessary and reverse such violation at the cost of the Vendee;
 - (i) The Vendee shall not cover or construct on the balcony (ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever.
 - (ii) The Vendee shall not under any circumstances whatsoever, do, allow or permit any remodeling, alteration, variation, change or build upon the look, color, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the buildings or the said Apartment.
 - (iii) The Vendee shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the said Apartment, save and except with the prior permission of Ratnamala

community /Vendor in writing.

This clause shall survive the conveyance of the said Apartment.

16. The Vendee acknowledges that water pipelines/drains/electric lines provided originally for the specific purpose shall not be tampered with/ disturbed without the prior written approval of Ratnamala authority. Further, all lights/power points in the said Apartment shall conform to the permitted/sanctioned electric load. The Vendee shall not put away any personal belonging including flower pots, cots, furniture items boxes, dustbins, and other personal use item etc. in the Common Areas, and specifically the flower pots shall not be placed on parapets/ledges. The Vendee shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. The Vendee shall not under any circumstances whatsoever carry out any changes/modifications/alterations that result in encroachment of Common Areas or that result in damage or disturbance to Common Areas, adjacent, upper or lower units. Putting of advertising board/neon signs etc. on any part of the building including internal corridors, external face and Common Areas is prohibited. This clause shall survive the conveyance of the said Apartment.
17. The Vendee shall comply with the provisions of the relevant law or any statutory amendments or modifications thereof or any rules and regulations made thereunder.
18. The Vendee shall not be entitled to claim partition of its share in the said Land or the Common Areas and the same shall always remain undivided and impartible. This clause shall survive the conveyance of the said Apartment.
19. The Vendee hereby agrees and undertakes to become a member of Ratnamala Committe and to complete the documentation and fulfill its obligations as may be required under the Relevent Law promptly on being called upon.
20. The Vendee in its individual capacity as well as the prospective member of Ratnamala Committe or any other collection of the apartment owners in Ireo Uptown, hereby confirms and agrees that the Apartment Ownership Act West Bengal in the event of redevelopment of the said Land at any time in future, on account of any reason(s) whatsoever, the Vendor shall be offered the right of first refusal for carrying out such redevelopment on the said Land. This clause shall survive the conveyance of the said Apartment.
21. That this Deed is subject to all laws and notifications and rules applicable to Ratnamala Apartment.
22. The Vendee confirms having borne and paid all expenses for the completion of this Conveyance Deed, including cost of stamp duty, registration and other incidental charges. This Conveyance Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs. _____/- (Rupees _____ only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by the Sub -Registrar/concerned authority along with consequent penalties/deficiencies as may be levied in respect of the said Apartment conveyed by this Conveyance Deed shall be borne by the Vendee exclusively and the Vendor shall not be liable for the same and accepts no responsibility in this regard.

SCHEDULE

All that piece and parcel of Apartment No. _____ on Floor _____, having super area of _____ sq. mtrs., (_____ sq. ft.) along with Parking Space No. _____ in _____ the housing apartment "Ratnamala", situated at 1283, Noapara Road, Sonarpur, Dist- South 24 Parganas, West Bengal.

The Apartment _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

The Parking Space No. _____ is bounded as under:

At or towards the North:

At or towards the South:

At or towards the East:

At or towards the West:

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first above written.

FOR THE VENDOR

FOR THE VENDEE

For & on behalf of

Y.S.Infracon
FIRST PARTY

VENDEE

For & on behalf of
Confirming Parties

1. SMT. GAYATRI ROY
2. SRI. DEBNATH ROY
3. SRI. TAMAL ROY

SECOND PARTY

Witnesses:

1. _____

2. _____

Drafted by: _____, Advocate

ANNEXURE-I TO THE CONVEYANCE DEED
SITE PLAN OF RATNAMALA APARTMENT

ANNEXURE-II TO THE CONVEYANCE DEED

FLOOR PLAN FOR APARTMENT NO. _____

(DEPICTING LAYOUT OF FLOOR _____)

ANNEXURE-III TO THE CONVEYANCE DEED

UNIT PLAN OF THE APARTMENT NO. _____