

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. 546 corresponding to L.R. Dag No. 1288 under R.S. Khatian No. 270 corresponding to L.R. Khatian Nos. 5252 and 5231 and situated within Mouza-Uttar Buxarah, J.L. No. 7, Police Station-old Jagacha at present Santragachi, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45 holding No. 158/A, Lalit Mohan Chatterjee Sarani, Police Station-old Jagacha at present Santragachi, District-Howrah, 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	

VENDOR

VENDEE/S

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

**BY AND BETWEEN**

(1) **SRI RABIN GHOSH** (2) **SRI BUBUN GHOSH**, both sons of Sri Sudhir Ghosh, both by faith Hindu, both by Nationality Indian, both by occupation Business, both residing at Village-Barijhati, P.O. and P.S. Chanditala, District-Hooghly, Pin Code No. 712702, **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, AADHAAR NO. 4567 0452 9158)**, 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 Owners dated 23.12.2016 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2016, pages from 285927 to 285948, Being No. 050111333 for the year 2016) (hereinafter referred to as "**Owners**") (which expression shall unless it be repugnant to the context or meaning thereof mean & include its/their 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, AADHAAR NO. 4567 0452 9158)**, 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)**

.....  
.....

VENDOR

VENDEE/S

.....  
.....

**(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.** The Land Owners herein are joint Owners and occupiers of **ALL THAT** piece and parcel of Bastu Land measuring more or less 11 Cottahs 10 Chittaks 35 Square Feet together with structure standing thereon together with right of user over the common passage comprised in R.S. Dag No. 546 corresponding to L.R. Dag No. 1288 under R.S. Khatian No. 270 corresponding to L.R. Khatian Nos. 5252 and 5231 and situated within Mouza-Uttar Buxarah, J.L. No. 7, Police Station-old Jagacha at present Santragachi, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45 holding No. 158/A, Lalit Mohan Chatterjee Sarani, Police Station-old Jagacha at present Santragachi, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur, Howrah, which is morefully and particularly described in the Schedule herein below and hereinafter called the SAID PROPERTY;

**B.** The above mentioned property along with other property totaling measuring more or less 43 Sataks of Bastu Land originally belonged one Siddhiswari Ghosh who got the

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said property by way of inheritance from her mother and she mutated her name in the Revisional Settlement Record as well as L.R. Settlement record and she seized and possessed in the said property by paying necessary taxes and Khazna thereof and she sold out some portion of the property to the different Purchaser/ Purchasers;

- C. Thereafter said Siddheswari Ghosh while seized and possessed in her rest portion of the property, she executed a Deed of Settlement in favour of her two sons namely Sri Rabin Ghosh and Sri Bubun Ghosh (the Owners/First Part herein) which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 79, pages from 208 to 215, Being No. 3359 for the year 1989;
- D. Thereafter said Siddheswari Ghosh because of some difficulties she in consent of her aforesaid sons namely Sri Rabin Ghosh and Sri Bubun Ghosh she executed a Deed of Cancellation of the said Deed of Settlement on 3<sup>rd</sup> August, 1993 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 49, Pages from 172 to 180, Being No. 2258 for the year 1993;
- E. Thereafter said Siddheswari Ghosh while seized and possessed in the said property gifted the Schedule mentioned property in favour of her two sons namely Sri Rabin Ghosh and Sri Bubun Ghosh (the present Owners/First Part herein) by virtue of a registered Deed of Gift written in Bengali language dated 29/02/2015 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 7, pages from 5648 to 5661, Being No. 02014 for the year 2015;
- F. By virtue of the aforesaid Deed of Gift, the present Owners herein namely Sri Rabin Ghosh and Sri Bubun Ghosh have become joint Owners and Occupies of the Schedule mentioned property and we have mutated our names in the records of L.R. Settlement Department and after mutation Sri Rabin Ghosh has been allotted L.R. Khatian No. 5252 and Sri Bubun Ghosh has been allotted L.R. Khatian No. 5231 and since then we have been enjoying and possessing the Schedule mentioned property by erecting a R.T. shed structure over the said property and also by paying necessary taxes thereof and the Schedule mentioned property remains free from all encumbrances;
- G. The present Owners/ First Part herein while seized and possessed in the said property desired to invest their aforementioned property in a profitable manner by constructing a multistoried building over the said property.
- H. Since they are not technically expert to undertake the construction themselves they resorted to take proper assistance of the Promoter/ Developer having sound financial stability and technical knowledge.
- I. 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

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

- J. Accordingly the Owners/Vendors herein have jointly entered into an Agreement for Development written in Bengali language with the developer herein on 23/12/2016 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2016, pages from 285873 to 285906, Being No. 050111331 for the year 2016 and simultaneously the Owners/Vendors herein executed a Development Power of Attorney in favour of the Developer/ Confirming Party herein empowering the Developer/ Confirming Party 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 dated 23.12.2016 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2016, pages from 285927 to 285948, Being No. 050111333 for the year 2016.
- K. For the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R.C No 136/21-22 dated 09.05.2022 and accordingly the Developer/ Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said LAND named as **"ASTHA APARTMENT"** as per the said sanctioned building plan;
- L. The Owners/First Part herein through their constituted attorney jointly executed a Gift in favour of HMC by which they gifted 32 Sq.ft. of land in favour of HMC which was registered in the Office of D.S.R.-II at Howrah and recorded in Book No. I, Volume No.0513-2021, pages from 198086 to 198111, being No. 051305799 for the year 2021;
- M. The Owners/First Part herein through their constituted attorney also jointly executed a Gift in favour of HMC by which they gifted 160 Sq.ft. of land in favour of HMC which was registered in the Office of D.S.R. at Howrah and recorded in Book No. I, Volume No.0513-2022, pages from 47327 to 47348, being No. 051301199 for the year 2022;
- N. 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 **" ASTHA APARTMENT "**.
- O. For the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R.C No 136/21-22 dated 09.05.2022 and accordingly the Developer/ Confirming Party herein has commenced

construction of a multistoried building on the said amalgamated LAND named as "ASTHA APARTMENT" 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 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).
- 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:**

VENDOR

VENDEE/S

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.

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



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 11 Cottahs 10 Chittaks 35 Square Feet together with multistoried building standing thereon namely "**ASTHA APARTMENT**" together with right of user over the common passage comprised in R.S. Dag No. 546 corresponding to L.R. Dag No. 1288 under R.S. Khatian No. 270 corresponding to L.R. Khatian Nos. 5252 and 5231 and situated within Mouza-Uttar Buxarah, J.L. No. 7, Police Station-old Jagacha at present Santragachi, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45 holding No. 158/A, Lalit Mohan Chatterjee Sarani, Police Station-old Jagacha at present Santragachi, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur, Howrah, which is butted and bounded as follows :-

**ON THE NORTH :** 14'feet wide Road of District Board.  
**ON THE SOUTH :** 12'feet wide Road of District Board.  
**ON THE EAST :** 17'feet wide L.M.C. Sarani.  
**ON THE WEST :** Land and Building of Chittaranjan Roy,  
Biswaranjan Roy and Mira Ghosh and Kanak Dutta and others.

**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. 546 corresponding to L.R. Dag No. 1288 under R.S. Khatian No. 270 corresponding to L.R. Khatian Nos. 5252 and 5231 and situated within Mouza-Uttar Buxarah, J.L. No. 7, Police Station-old Jagacha at present Santragachi, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45

holding No. 158/A, Lalit Mohan Chatterjee Sarani, Police Station-old Jagacha at present Santragachi, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur, Howrah. The Flat is butted and bounded as 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.

**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)**

**VENDOR**

**VENDEE/S**