

## CONVEYANCE DEED

Value of Stamp Duty: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
only)

Registration Fee: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
only)

THIS CONVEYANCE DEED is made and executed on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, West Bengal.

**BY AND BETWEEN:**

**THE VENDOR / PROMOTER:**

**Mrs. KALYANI KUNDU**, wife of Goutam Kundu, residing at Vill. & P.O. Rajgram, P.S. & Dist. Bankura, Pin – 722146, hereinafter called the “**VENDOR / PROMOTER**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**AND**

**M/S RAGHUNATHJEE CONSTRUCTION**, a Sole Proprietorship firm having its principal place of business at Holding No. 21/E, Lokepur, Ward No. 13, Bankura, Dist.- Bankura, Pin - 722102, represented by its Sole Proprietor **MR. SAUGAT KUNDU**, (PAN AMAPK1015H), son of Late Mahadeb Kundu, by faith Hindu, by Nationality Indian, by occupation Business residing at Holding No. 21/E, Lokepur, Ward No. 13, Bankura, Dist.- Bankura, Pin – 722102 hereinafter referred to as the “**DEVELOPER**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**AND**

**THE PURCHASER / ALLOTTEE:**

[If the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_),  
son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_  
\_\_\_\_\_, residing at \_\_\_\_\_ (PAN – \_\_\_\_\_),  
hereinafter called the "Purchaser/Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean

RAGHUNATHJEE CONSTRUCTION

*Saugat-kundu*  
Proprietor

and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR, If the Allottee is a Company]

\_\_\_\_\_ (CIN No. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, [1956 / 2013, as the case may be], having its registered office at \_\_\_\_\_ (PAN – \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "Purchaser/Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

[OR, If the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, aged about \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_ (PAN – \_\_\_\_\_), hereinafter referred to as the "Purchaser/Allottee."

The Vendor/Promoter and the Purchaser/Allottee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

**RECITALS / WHEREAS:**

**A.** The Vendor/Promoter is the absolute and lawful owner / has development rights over the land totally admeasuring \_\_\_\_\_ square meters, situated at Mouza \_\_\_\_\_, Block \_\_\_\_\_, District \_\_\_\_\_, West Bengal, bearing Plot/Khatian No(s). \_\_\_\_\_ ("Said Land"), vide Sale Deed/Lease Deed(s)/Development Agreement dated \_\_\_\_\_, registered at the office of the Sub-Registrar of Assurances, \_\_\_\_\_, in Book No. \_\_\_\_\_, Voucher No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ of the year \_\_\_\_\_.

**B.** The Said Land is earmarked for the purpose of building a [residential/commercial] project comprising multistoried apartment buildings, which project is known as "\_\_\_\_\_ " ("Project").

**C.** \_\_\_\_\_ [name of competent authority] granted commencement certificate vide approval dated \_\_\_\_\_, bearing No. \_\_\_\_\_.

**D.** The Vendor/Promoter has registered the Project under the Real Estate (Regulatory & Development) Act, 2016 ("RERA") with the West Bengal Real Estate Regulatory Authority ("WBRERA Authority") under Registration No. \_\_\_\_\_ dated \_\_\_\_\_.

**E.** The Parties entered into an Agreement for Sale dated \_\_\_\_\_, registered at the office of the Sub-Registrar of Assurances, \_\_\_\_\_, in Book No. \_\_\_\_\_, Voucher No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ of the year \_\_\_\_\_, in respect of Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor of Tower/Block/Building No. \_\_\_\_\_ in the Project ("Agreement for Sale"), which is the subject matter of these presents.

**F.** The competent authority has granted the Occupancy Certificate / Completion Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_ in respect of the said Building/Tower.

**G.** The Purchaser/Allottee has paid the entire consideration amount as stipulated under the Agreement for Sale and has fulfilled all obligations thereunder, and the Vendor/Promoter is bound to execute and register this Conveyance Deed conveying the Apartment together with the undivided proportionate share in the Common Areas to the Purchaser/Allottee.

**H.** Both Parties confirm that they are entering into this Deed with full knowledge of all applicable laws, rules, regulations, and notifications, including the WBRERA, West Bengal Apartment Ownership Act, 1972, Transfer of Property Act, 1882, Registration Act, 1908, Indian Stamp Act, 1899, and all local laws applicable to the Project and the Said Land.

## **1. CONSIDERATION**

NOW THEREFORE, in consideration of the total sale price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Total Price") already paid by the Purchaser/Allottee to the Vendor/Promoter as per the payment schedule under the Agreement for Sale, the receipt of which the Vendor/Promoter hereby acknowledges and confirms:

- (a) The booking amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid at the time of application;
- (b) Construction-linked / time-linked installments aggregating Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid in accordance with Schedule C of the Agreement for Sale;
- (c) Final possession amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid on \_\_\_\_\_;
- (d) Taxes (GST, CGST, applicable Cess etc.) of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid;

(e) Stamp Duty and Registration Charges of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) paid by the Purchaser/Allottee,

the Vendor/Promoter, by these presents, does hereby grant, convey, transfer, sell and assure unto the Purchaser/Allottee, the Apartment along with the Undivided Proportionate Share in the Common Areas and the garage/closed parking (if applicable), more particularly described in Schedule 'A', Schedule 'B', and Schedule 'C' hereto, TO HAVE AND TO HOLD the same unto and to the use of the Purchaser/Allottee absolutely and forever.

## **2. DESCRIPTION OF THE CONVEYED PROPERTY**

The property conveyed under this Deed ("Conveyed Property") consists of:

**2.1 Apartment:** Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on the \_\_\_\_\_ floor of Tower/Block/Building No. \_\_\_\_\_, in the Project known as " \_\_\_\_\_ ", situated at \_\_\_\_\_, Mouza \_\_\_\_\_, Block \_\_\_\_\_, District \_\_\_\_\_, West Bengal – \_\_\_\_\_, more particularly described in Schedule 'A' hereto, and the floor plan thereof annexed as Schedule 'B' hereto.

**2.2 Parking / Garage:** Garage/Closed Parking Space No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet, located at \_\_\_\_\_ in the Project, (if applicable), as permissible under applicable law.

**2.3 Undivided Proportionate Share in Common Areas:** Along with the Apartment, the Purchaser/Allottee shall also hold an undivided proportionate share in the Common Areas as defined under clause (n) of Section 2 of the RERA Act, 2016, including but not limited to staircase, lobby, lift, terrace, setbacks, open spaces, common utilities and amenities, in the proportion that the carpet area of the Apartment bears to the total carpet area of all apartments in the Project. The said undivided share in Common Areas shall be conveyed to the Association of Allottees as per applicable law.

## **3. CONVEYANCE OF TITLE**

3.1 The Vendor/Promoter hereby conveys absolute and clear title of the Apartment (more particularly described in Schedule 'A') together with the undivided proportionate share in the Common Areas to the Purchaser/Allottee, free from all encumbrances, charges, liens, attachments, claims, demands, and disputes of any nature whatsoever.

3.2 The Vendor/Promoter hereby hands over lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Allottee on the date of execution of this Deed, and the Purchaser/Allottee hereby acknowledges taking such possession.

3.3 The Vendor/Promoter undertakes to hand over all necessary documents, title deeds, approved plans, occupancy/completion certificates and other relevant papers to the Association of Allottees as required under applicable law.

#### **4. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER**

The Vendor/Promoter hereby represents, warrants and covenants to the Purchaser/Allottee as follows:

- (i) The Vendor/Promoter has absolute, clear and marketable title with respect to the Said Land and has the requisite rights and authority to carry out the development and execute this Deed;
- (ii) The Apartment and the Said Land are free from all encumbrances, charges, mortgages, liens, attachments, lis pendens, disputes and claims of any nature whatsoever;
- (iii) There are no litigations pending before any Court/Tribunal/Authority with respect to the Said Land, the Project, or the Apartment;
- (iv) All approvals, licenses and permits issued by competent authorities with respect to the Project, the Said Land, and the Apartment are valid, subsisting and have been obtained by following due process of law;
- (v) The Vendor/Promoter has not entered into any prior agreement for sale, development agreement or any other arrangement with any other person in respect of the Apartment that may affect the rights of the Purchaser/Allottee;
- (vi) The Apartment and the Said Land are not subject to any acquisition/requisition proceedings by any government or local authority;
- (vii) The Apartment is not a subject matter of any HUF and no part thereof is owned by any minor;
- (viii) The said property is not Waqf property;
- (ix) The Vendor/Promoter has duly paid all outgoings including land cost, ground rent, municipal taxes, water and electricity charges, maintenance charges and all other statutory dues payable to the competent authorities up to the date of execution of this Deed, and any liability for non-payment of such amounts prior to this date shall remain the responsibility of the Vendor/Promoter;
- (x) The construction of the Apartment has been carried out as per the sanctioned building plan and specifications, and any deviation therefrom has been duly regularized;
- (xi) The Occupancy Certificate / Completion Certificate has been duly obtained from the competent authority in respect of the Building/Tower in which the Apartment is situated.

#### **5. RIGHTS OF THE PURCHASER/ALLOTTEE**

5.1 The Purchaser/Allottee shall have exclusive ownership and possession of the Apartment described in Schedule 'A'.

5.2 The Purchaser/Allottee shall also have an undivided proportionate share in the Common Areas and shall be entitled to use the same, subject to timely payment of maintenance charges and compliance with the rules and regulations framed by the Association of Allottees and/or the maintenance agency from time to time.

5.3 The Purchaser/Allottee shall have the ownership of the garage/closed parking space(s), if any, as specified in Clause 2.2 above.

5.4 The Apartment, along with the garage/closed parking (if applicable), shall be treated as a single indivisible unit for all purposes.

## **6. OBLIGATIONS OF THE PURCHASER/ALLOTTEE**

6.1 The Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost in good repair and condition.

6.2 The Purchaser/Allottee shall not carry out any structural alterations, additions or modifications to the Apartment without prior written consent of the Association of Allottees/maintenance agency and without obtaining necessary approvals from the concerned authority.

6.3 The Purchaser/Allottee shall not change the colour scheme of the outer walls, painting of exterior windows, or make any change to the exterior elevation or design of the Building.

6.4 The Purchaser/Allottee shall not affix any signboard, name-plate, neon lights, advertisement material on the façade of the Building or the exterior of the Project.

6.5 The Purchaser/Allottee shall not store any hazardous or combustible goods in the Apartment and shall not place any heavy material in the common passages or staircases.

6.6 The Purchaser/Allottee shall comply with all applicable laws, regulations, notifications and rules of any competent authority with respect to the Apartment.

6.7 The Purchaser/Allottee shall pay all maintenance charges, municipal taxes, water and electricity charges, and other outgoings with respect to the Apartment falling due after the date of taking possession.

## **7. DEFECT LIABILITY**

In the event that any structural defect or defect in workmanship, quality or provision of services or any other obligation of the Vendor/Promoter in respect of the Apartment is brought to the notice of the Vendor/Promoter within a period of five (5) years from the date

of handing over possession, it shall be the duty of the Vendor/Promoter to rectify such defects without any further charge, within thirty (30) days of being notified, failing which the aggrieved Purchaser/Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **8. WEST BENGAL APARTMENT OWNERSHIP ACT, 1972**

This Conveyance Deed is executed in accordance with and subject to the provisions of the West Bengal Apartment Ownership Act, 1972, the Transfer of Property Act, 1882, the Registration Act, 1908, and all other applicable laws. The Purchaser/Allottee shall, upon execution of this Deed, become a member of the Association of Allottees (to be or already formed) and shall be bound by its rules and regulations.

## **9. INDEMNITY**

The Vendor/Promoter shall indemnify and keep indemnified the Purchaser/Allottee against all costs, expenses, damages, claims, demands and proceedings arising out of or relating to:

- (a) Any defect in the title to the Said Land and/or the Apartment;
- (b) Any undisclosed encumbrance, charge, lien or claim over the Said Land and/or the Apartment;
- (c) Any breach of the representations and warranties made by the Vendor/Promoter under this Deed;
- (d) Any failure by the Vendor/Promoter to pay any outgoing due prior to the date of this Deed.

## **10. FURTHER ASSURANCES**

Both Parties agree to execute, acknowledge and deliver to each other such further instruments and documents as may be reasonably required to give full effect to this Deed and to register this Deed and any supplementary deed(s) as may be necessary with the office of the concerned Sub-Registrar of Assurances.

## **11. COMPLIANCE WITH RERA / WBRERA**

This Conveyance Deed is executed in compliance with and subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations made thereunder. In the event of any conflict between the terms of this Deed and the provisions of the RERA shall prevail.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

12.1 This Deed shall be governed by and construed in accordance with the laws of India for the time being in force.

12.2 All disputes arising out of or in connection with this Deed shall first be sought to be resolved amicably by mutual discussions. In the event of failure of amicable settlement, disputes shall be referred to the Adjudicating Officer appointed under the WBRERA, and thereafter to the appropriate courts/tribunals having jurisdiction over \_\_\_\_\_, West Bengal.

### **13. STAMP DUTY AND REGISTRATION**

The stamp duty, registration fee and all incidental charges in connection with this Deed shall be borne and paid exclusively by the Purchaser/Allottee. The Purchaser/Allottee confirms having paid the requisite stamp duty and registration charges before or at the time of registration of this Deed.

### **14. SEVERABILITY**

If any provision of this Deed is held to be void, invalid or unenforceable under any applicable law, such provision shall be deemed deleted or modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

### **15. ENTIRE AGREEMENT**

This Conveyance Deed, read together with the Agreement for Sale dated \_\_\_\_\_ and all Schedules annexed hereto, constitutes the entire agreement between the Parties with respect to the conveyance of the Apartment and supersedes all prior negotiations, understandings, arrangements and agreements between the Parties in that regard.

**SCHEDULE 'A'**

**DESCRIPTION OF THE APARTMENT, GARAGE / CLOSED PARKING AND BOUNDARIES**

**APARTMENT DETAILS:**

Apartment No.: \_\_\_\_\_  
Tower/Block/Building No.: \_\_\_\_\_  
Floor: \_\_\_\_\_  
Type: \_\_\_\_\_  
Carpet Area: \_\_\_\_\_ sq. ft.  
Super Built-up Area (if applicable): \_\_\_\_\_ sq. ft.

**BOUNDARIES OF THE APARTMENT:**

On the North: \_\_\_\_\_  
On the South: \_\_\_\_\_  
On the East: \_\_\_\_\_  
On the West: \_\_\_\_\_

**GARAGE / CLOSED PARKING (if applicable):**

Garage/Parking No.: \_\_\_\_\_  
Location: \_\_\_\_\_  
Area: \_\_\_\_\_ sq. ft.

**PROJECT DETAILS:**

Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Mouza: \_\_\_\_\_  
Block: \_\_\_\_\_  
District: \_\_\_\_\_  
PIN: \_\_\_\_\_  
WBRERA Reg. No.: \_\_\_\_\_  
Occupancy Certificate No.: \_\_\_\_\_ Dated: \_\_\_\_\_

**SCHEDULE 'B'**  
**FLOOR PLAN OF THE APARTMENT**

[Please annex the approved floor plan of the Apartment as approved by the competent authority, clearly showing the Apartment No., dimensions, carpet area, and location within the floor/building.]

**SCHEDULE 'C'**  
**PAYMENT DETAILS**

- 1** By cheque no. \_\_\_\_\_ dated \_\_\_\_\_
- 2** By cheque no. \_\_\_\_\_ dated \_\_\_\_\_
- 3** By cheque no. \_\_\_\_\_ dated \_\_\_\_\_
- 4** By cheque no. \_\_\_\_\_ dated \_\_\_\_\_
- 5** By cheque no. \_\_\_\_\_ dated \_\_\_\_\_
- 6** TDS (\_\_\_\_\_)
- 7** By cheque no. \_\_\_\_\_ dated \_\_\_\_\_

**TOTAL**

**(RUPEES \_\_\_\_\_ ONLY)**

