# **DEED OF CONVEYANCE**

This Deed of Conveyance ("Conveyance Deed") executed on this day of,
20
By and Between
M/s. DUTTA REAL ESTATE <b>(PROPRIETORSHIP FIRM)</b> PAN - AEWPD1534L having
its principal place of business at 42C, N.S.C. BOSE ROAD KOLKATA - 700040, WB,
India, represented by its Proprietor Sri Tarak Dutta Son of Late Kalipada Dutta,
Resident of 150D, REGENT COLONY, KOLKATA - 700040, WB, India, hereinafter
referred to as the "Promoter" (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, including those of the respective partners).
AND
[If the Allottee is a company]
in the mottee is a company
, (CIN no) a company incorporated
under the provisions of the Companies Act, [1956 or 2013, as the case may be], having
its registered office at, (PAN), represented by
its authorized signatory,, (Aadhar no)
duly authorized vide board resolution dated, hereinafter
referred to as the "Allottee" (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include its successor-in-interest, executors,
administrators and permitted assignees).
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# [OR]

[If the Allottee is a Partner	rship]			
	_, a partnership firm	ı registered und	ler the Indian Part	nership
Act, 1932, having its pri				
	), represented	by its	authorized	partner,
	, (Aadhar no		) authorize	ed vide
	, hereinafter referre	d to as the "A	llottee" (which exp	ression
shall unless repugnant t	to the context or m	eaning thereof	be deemed to me	an and
include its successors-in-	interest, executors,	administrators	and permitted ass	signees,
including those of the res	pective partners).			
	[OR]			
[If the Allottee is an Indivi	dual]			
Mr. / Ms	, (Aadh	ar no	)	son /
daughter of				
at				
"Allottee" (which expressi				
be deemed to mean and i	nclude his/her heir	s, executors, ac	dministrators, succ	essors-
in-interest and permitted	assignees).			
	[OR]			
[If the Allottee is a HUF]				
Mr	, (Aadhar r	10	) :	son of
ag	ed about		for self and as th	e Karta
of the Hindu Joint Mit	akshara Family kn	own as		_ HUF,
having its place of b	usiness / residen	ce at		, (PAN
	), hereinafter referre	ed to as the "A	llottee" (which exp	ression
shall unless repugnant t	o the context or me	eaning thereof	be deemed to incl	ude his
heirs, representatives, exe	ecutors, administrat	ors, successors	-in-interest and pe	rmitted
assigns as well as th	e members of th	e said HUF,	their heirs, exe	ecutors,
administrators, successor	s-in-interest and pe	rmitted assigne	es).	

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### WHEREAS:

A. The Promoter is t	the absolute and la	wful owner of	Please insert	land details as per
laws in force]		totally admea	ısuring	
square meters situa	ted at in Mouza, B	lock & Distric	et	("Said
Land") vide sale deed	d/ lease deed(s) dat	ted	regist	ered at the office of
the Registrar	/Sub-Registrar/	Additional	Registrar	of Assurance
	in Book	No		_ Voucher No
	Pages from		to	
bearing being No				
		[OR]		
	("Owner") is	the absolute a	and lawful own	er of [Please insert
land details as per la	aws in force]		totally ac	lmeasuring
В	square	meters situate	ed at	in
Mouza, Block &	District ("Said L	and") vide s	ale deed/ lea	ase deed(s) dated
	registered a	t the office of	of the Registra	ar /Sub-Registrar/
Additional Registr	ar of Assuranc	e		_ in Book No
	Voucher N	lo		_ Pages from
	to _		bearing	being No
	of the year		, T	he Owner and the
Promoter have en	ntered into a [	collaboration/	development/jo	oint development]
agreement dated _		register	ed at the offic	e of the Registrar
/Sub-Registrar/ A	dditional Registra	ar of Assur	ance	in Book
No	Voucher	No		Pages from
to			bearing	being No
	of the year _			
C. The Said	Land is earm	arked for	the purpose	of building a
[commercial/resider				_

multistoried apartment buildings and [insert any other components of the Projects]
and the said project shall be known as ' ' ("Project");
[OR]
The Said Land is earmarked for the purpose of plotted development of a
[commercial/residential/any other purpose] project, comprising plots
and [insert any other components of the Projects] and the said project shall be known
as ' ' ("Project"):
AND WHEREAS the seller is sound and disposing mind, without undue influence,
coercion or fraud and for legal requirements and necessities has agreed to sell and
transfer the said Plot unto the purchaser for a total sale consideration of Rs.
to purchase of above said Plot for the above mentioned sale consideration

#### NOW THIS SALE DEED WITHNESSSETH AS HEREUNDER:

- 1. That the entire sale consideration amount of the above said Plot amounting to Rs...has been received by the Seller from the purchaser, as full and final sale consideration of the above said Plot, prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the Seller, The details of the payment is given as hereunder:-
- 2. That the Seller has handed over the actual, physical, vacant possession of the said Plot unto the purchase and the purchaser has taken the possession and he/she is in possession of the same.
- 3. That in consequences of the aforesaid consideration, the said Plot is hereby conveyed to the purchaser and purchaser shall hereinafter hold, possess use, utilize the said Plot hereby conveyed as absolute owner thereof at all time and from time to time without any interruption by the Seller or any other person claiming through or under the Seller.
- 4. That the Seller hereby undertake and agree to get the above said Plot mutated in the name of purchase in all relevant revenue recorded and/or in any other records of any authority concerned and the Seller shall sign any or all documents

required in this behalf and/or the purchaser get mutation at his own level on the basis of this sale deed even in the absence of the Seller.

- 5. That the said Plot sold hereby is free from all sort of encumbrances such as sale, mortgage, litigation, disputes, attachment, acquirement, charges, claim etc and the Seller has subsisting right to sell, transfer and convey the same in any or all manners.
- 6. That the Seller hereby undertakes to indemnify the purchaser in case any defect in the title of the Seller is found of the above said Plot.
- 7. That the purchaser has right to use in common any or all casement rights, common path, common stairs, common passage, common sewage, drainage etc.
- 8. That the Seller is liable to pay all taxes and charges of the said Plot upto the date of registration of the sale deed and thereafter all such taxes and charges shall be paid and borne by the purchaser.
- 9. That the purchaser has borne all expenses of stamp duty, Registration fee and legal charges in respect of this sale deed.
- 10. That has right to use, utilize, hold, sell and transfer the said Plot in any or all the manners and the purchaser has right to use the plot in all manners.
- 11. That the purchaser has the proportionate right in the land and the event of any natural calamity like fire, earthquake, flood and the said building collapse or is materially, damaged then in that event the purchaser above named shall have a right to reconstruct the same and he shall have right to raise pillars, beams etc, from the land and/ the said Plot and the Seller, his legal heirs, other transfers or assigns shall have no right to object in any manner whatsoever it may be.
- 12. That the PURCHASER shall have every right to get new electric, water, sewer connection(s) or may get transferred and/or changed in his/their own name in the records of Department/Authority concerned on the basis of this deed without any further consent of the seller.
- 13. The purchaser shall not do any illegal activities in the above said plot which are against the rules which may cause damages/loss to the neighbors and the other

Plots of the Project. PROVIDED ALWAYS AND it is hereby agreed that wherever and whenever such interpretation would be requisite to give the fuller possible scope and effect or any contract or covenant herein contained. The expression, seller and purchaser include their heirs, executors, administrators, legal representatives and assigns language and it is hereby declared by both the parties that in any case the interpretations of this sale deed in considered necessary the English language drafting shall prevail of all intents and purposes.

14. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through an Official Arbitrator under Arbitration and Reconciliation Act, 1996.

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written

#### SIGNED AND DELIVERED BY THE WITHIN NAMED

Allotee (In	cluding Joi	int Buyers)		
•	0	<i>J</i> ,	Affix Photo	Affix
1.			and Cross	Photo and
2			Sign the	Cross Sign
۷.			same	the same
	on	in the presence of		

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### SIGNED AND DELIVERED BY THE WITHIN NAMED

Address:

		Affix Photo
1.	Promoter	and Cross
(Δ1	athorised Signatory)	Sign the
(At	unorised Signatory)	same
Witne	ss:	
1.	Signature:	
	Name:	
	Address:	
2.	Signature:	
	Name:	

## SCHEDULE 'A'

# (Description of the Flat/Property)

Being Flat No at the Project Named at on the
Floor with Garage No AND/OR Closed Parking No
of Total Sq ft of Carpet Area
On The North:
On The South:
On The East:
On The West:
SCHEDULE 'B'
(Floor Plan of the Apartment)
ALL THAT one self-contained Residential Flat no, consist of Bedrooms, one
Dinning cum drawing space, Two balconies, one kitchen,Toilets admeasuring
an area of more or lesssquare feet more or less as Carpet Area and which is
more or lesscovered area located atfloor in Block
building in the project of the said namely "" without/along with garage
no, measuring an area of more or less square feet in Block
in the project which will be treated as 'the Apartment'/'the Single Indivisible Unit upon
said land along with garage/car parking space in the project TOGETHER WITH the
undivided proportionate variable share in the common parts, portions, areas, facilities,
privileges, advantages, benefits and amenities in said complex TOGETHER WITH the
undivided proportionate variable impartible share in the said land underneath G+4
storied building, attributable thereto.

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## Memo of Consideration

Received	an	amount	of	Rs.	•••••	on	and	from	the	within	mentioned
purchase	r the	within n	nen	tione	d consideration	mor	ney of	Rs		7	√ide several
Cheques/	RTC	S/NEFT	/On	line l	Payment/QR pa	yme:	nt, as	menti	oned	l hereun	ıder:

S1 No.	Cheque No.	Date	Amount

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