

DRAFT

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day
of, Two Thousand
(20.....) A.D.

B E T W E E N

(1) M/S SKYRISE CONSTRUCTION, (PAN – APSPS1079J), a Proprietor Firm,

having its office at 130E RAJA SUBODH CHANDRA MULLICK ROAD, P.S.- Jadavpur thereafter Patuli now Netaji Nagar Kolkata-700047 , represented by its Proprietor SRI. SUKDEB SAHA (PAN- APSPS1079J) son of Late Benimadhab Saha by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 6/6A Netaji Nagar, P.O.- Regent Estate, P.S.- Jadavpur thereafter Patuli now Netaji Nagar, Kolkata-700092 , hereinafter called and referred to as the “OWNER / VENDOR” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, excutors, successors, administrators, legal representatives and assigns) of the FIRST PART.

AND

(1) SRI (PAN –), (AADHAAR NO.), son of Sri, by occupation – Service, and (2) SMT. (PAN –), (AADHAAR NO.) wife of Sri, by occupation –, both by caste –, both by Nationality - Indian and both are residing at, hereinafter jointly and collectively called and referred to as the “PURCHASERS” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

WHEREAS

A. _____ ("Owner") is the absolute and lawful owner of [Please insert land details as per laws in force] _____ totally admeasuring _____ square meters situated at _____ in Mouza, Block & District("Said Land") vide sale deed/ lease deed(s) dated _____ registered at

the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance
 _____ in Book No _____ Voucher No _____ Pages from ____
 to _____ bearing being No _____ of the year
 , [details about how the property got vested onto the current owner shall be mentioned here]

- B. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher No _____
- C. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as " ("Project");
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;
- F. The Promoter has obtained the final layout plan approvals for the Project
 From _____ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____;
 on _____ under registration
- H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area _____ of _____ square feet, _____ type on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking _____ no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- J. _____
- K. [Please enter any additional disclosures/details]
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND FOR THE PURPOSE of raising fund to meet the huge expenditure involved in the building under construction, the Developer herein proclaimed to sell her allocated Flat in the building and the Purchasers, herein who were in search of one self-contained residential flat, came across with the said proclamation and being satisfied with the same, decided to purchase all that one self-contained residential flat being Flat No. _____, measuring more or less _____ Sq.ft super built up area on the _____ side of the _____ floor from the Developer's Allocation of the said building upon the _____ Premises No. _____, _____ Road, having its Mailing Address _____ Sarani P.O. & P.S. _____, Purba Medinipur PIN – _____ under _____ Panchayat, Ward no. _____, morefully and particularly described in the Schedule "B" written hereunder below at and for a total consideration of Rs. _____/- (Rupees _____) only free from all encumbrances under the terms and conditions mentioned herein below.

AND WHEREAS the developers herein have decided to sale from their "**Developers Allocation**" one self contained residential flat (for which the possession letter was received from the Developer on dated _____) being Flat No. 3_____, measuring more or less 833 Sq.ft super built up area on the North-East side of the Third

floor from the Developer's Allocation of the said building upon the K.M.C. Premises No. 146B, Upendra Nath Banerjee Road, having its Mailing Address 12, Nivedita Sarani P.O. & P.S. Parnesree, Kolkata – 700 060 under K.M.C. Ward no. 131, morefully and particularly described in the Schedule "B") only and knowing the same the **PURCHASER** herein has proposed to the **OWNERS** to sell the said property in favour of the **PURCHASER** at or for the said price as fixed by the **OWNERS** herein.

NOW THIS INDENTURE WITNESSETH [THE TERMS MAY VARY IN RAELITY BUT NO WAY BE INCONSISTENT TO THE PRIVSION OF THIS ACT] in pursuance of the said **Agreement for Sale dated** and in consideration of **Rs...../- (Rupees) only.** the Vendors doth hereby acquit and release the Purchaser and the property being the undivided proportionate share in the land described in the First Schedule in respect of **ALL THAT** piece and parcel of a self contained **residential Flat** as more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided impartible proportionate share of land including all common facility and amenities belonging to the said Building and the Vendors doth hereby convey and transfer, assign and assure unto the Purchaser free from all encumbrances, charges, liens, trust, annuities, lispence and servants or easements with **ALL THAT** the undivided proportionate share of land more fully described in the **FIRST SCHEDULE** in particular the undivided proportionate share in the land underneath in respect of the **SECOND SCHEDULE** flat or howsoever otherwise as the said property now are hereto before were situated butted, bounded, called known, numbered, described and distinguished **TOGETHER WITH** all rights, liberties, privileges,

easements, lights, appendage, appurtenance, walls, ways, paths, passages, sewerages, drains, water, water sources and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were told, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the owners into and upon the same or any part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED

conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and all the rules and regulations and agreements lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement, etc., now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Kolkata Municipal Corporation Vendors doth hereby covenant with the Purchaser that notwithstanding any acts deeds or things by the Vendor made done or executed or knowingly suffered with the contrary the Vendors now have good right and full and absolute power and indefeasible title to transfer the said property hereby sold and

conveyed or expressed or intended so to be with the appurtenance up to the Purchaser in manner aforesaid **AND** that the Purchaser, shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses the Vendors well and sufficiently saved, indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, annuities, debtor, wakf, charges or maintenance and residence whatsoever made or suffering or created by the Vendors or their predecessors-in-interest or any person lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the Vendors will from time to time and at all times hereinafter at the request and cost of the Purchaser do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the Purchaser in any manner aforesaid or shall or may be reasonable required.

AND the Purchaser for him, himself, his heirs, executors, administrators and assigns doth hereby covenant with the Vendors and/or other co-owner of the other unit in the said building.

- A. That the Purchaser shall abide by the Bye-Laws of the Society/Association to be formed and shall bear and pay his proportionate share or part in the common expenses required to be paid as his share of expenses as required by the other co-owners.
- B. That the Purchaser shall use the said flat for residential purpose only and for no other purpose.
- C. That the Purchaser shall not do any work which would jeopardize the soundness or safety of the property reduce the value thereof or impair any easement nor shall the Purchaser and any material structure or excavate any addition basement or cellar without, in every such case the unanimous consent of all the other apartment owners in the building including the Vendors being first obtained.
- D. That the Purchaser shall be liable to pay the proportionate share of Municipal tax, and other fees and also of the common expenses for the maintenance of the common area.

AND IT IS HEREBY DECLARED AND AGREED that in case said deeds and writings hereinbefore covenanted to be produced or any of them, shall at any time hereafter be delivered by the Vendors to any other person or persons he shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and without expenses to them, a covenant for the production and furnishing copies of the said deeds and writings which shall have been so delivered up similar to the covenant therein before contained then and in such case said last mentioned covenant shall forthwith be null and void so far as

regards, the deeds and writings to which said substitute covenant shall relate. Be it mentioned that by virtue of the Deed of Transfer of Apartment the Purchaser has become entitled to the proportionate impartible share of the land as per attached sketch and the Flat Ownership together with the vertical support of the beams and pillars, easements rights over the common space on the ground floor for egress and ingress of receipt the entrance passage of the areas isolated demarcated with boundary walls, balcony sewers for exclusive use of residential owners the common areas of described in the **THIRD SCHEDULE** hereunder.

AND that the Purchaser further covenant with the vendors that he will not at any time demolish any part of the said Flat and also they will not do any act, deed or thing which might be objected by the vendors/land owners as well as other co-owners and the Purchaser will observe the terms and conditions as laid down in the **FOURTH SCHEDULE** hereunder.

The Map appended with this deed will be treated as a part and parcel of this Deed. [This is a draft copy of conveyance deed only for reference purpose, any specification mentioned herein can be changed as per the particulars of the property to be disposed. Provisions mentioned herein can also be changed as per requirements, however that shall never be detrimental to the provision mentioned in the Act, in force for the time being.]

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the “land”)

ALL THAT piece and parcel of ALL THAT piece and parcel of bastu land measuring more or less Cottahs Sq.Ft. of land together with G + storied building under construction comprised at Mouza – J.L. No....., R.S. No..... Touzi No....., under R.S. Khatian No....., Dag Nos..... &, at present within the limits of thePanchayat being Premises No..... Road, having its Mailing Address Road, P.O. & P.S., PIN Code –....., under Ward No....., being Assessee No....., Borough No., A.D.S.R., D.S.R., in the District of, which butted & bounded by:-

ON THE NORTH
 ON THE SOUTH
 ON THE EAST
 ON THE WEST

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the “Flat”)

ALL THAT piece and parcel of land measuring more or less3..... Cottahs9..... Chhataks39SqFt of land together with G + storied building under construction comprised at Mouza – J.L. No....., (COMPRISED WITHIN E.P. NO.- , S.P. NO.-) R.S. No..... Touzi No....., under R.S. Khatian No....., Dag Nos..... &, at present within the limits of thePanchayat, being Premises No....., BR.- , having its Mailing Address Premises No.- 89, Vivek Park, Ward No.- 111, BR.-XI, Kolkata- 700084 under Ward No.....111....., being Assessee No... 311112700898....., Borough No., A.D.S.R., D.S.R., in the District of, which butted & bounded by:-

On the North: By Tally’s Nala
 On the East: By land of Rohini Kumar Bosu
 On the South: By Plat of Land being No. 23 of Development Scheme
 On the West: By Plat of Land being No. 21 of Development Scheme

THE THIRD SCHEDULE ABOVE REFERRED TO

THE SCHEDULE “C” ABOVE REFERRED TO
PAYMENTP LANBY THE AL LOTTEE(S)

INSTALLMENT PAYMENT PLAN (along with GST)

On Registration or Handover	Whole of the amount
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All payments under installment payment plan shall be made within a maximum period of 10 days of issue of demand letter or mail, otherwise interest applicable as per rule shall be charged. In case payment is not made for two months from the demand date then the booking can be cancelled at the sole discretion of the Vendor/Developer. The Vendor/Developer shall deduct booking amount plus applicable GST on the amount so received till such time and refund the balance payment, without any interest thereon.

All payment received alter due date will be first applied towards applicable Interest and other sums if any due and thereafter towards the installment. No payment will be received after due date without the payment of applicable interest if any.

(COMMON PORTION)

1. to be inserted
2. to be inserted
3. to be inserted
4. to be inserted
5. to be inserted

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

SIGNED, SEALED AND DELIVERED in presence of : –

WITNESSES :

SIGNATURE OF THE VENDORS

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me:-

Advocate
Alipore Police Court
Kolkata-700027

Typed by me:-

..... Biswas
..... Xerox
Alipore Police Court
Kolkata-700027

MEMO OF CONSIDERATION :

RECEIVED from the within named Purchaser the within mentioned sum of Rs.....,00,000/- (Rupees Lakhs) only as the full and final consideration per following manner

MEMO

Cheque/ Cash	Date	Drawn on	Amount (Rs.)
		Total/-

(Rupees Forty Lakhs) only

WITNESSES :

1.

2.

SIGNATURE OF THE VENDORS