

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)	
6.	CARPET AREA	_____ Sq. mtrs./ _____ Sq. ft
7.	TRANSACTION VALUE	
8.	STAMP DUTY	
9.	STAMP NO. & DATE	
10.	COMMERCIAL OR RESIDENTIAL :	Residential

This Conveyance Deed (the '**Deed**') is made at _____ on this _____ day of _____ 20__

BY AND BETWEEN

DSK REAL ESTATES LIMITED, (PAN CARD NO. _____) a Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 having its

registered office at Business Towers, 7th Floor, 206, A.J.C. Bose Road, Kolkata – 700 017 represented by its authorised signatory, _____ (**AADHAR NO.** _____), authorized vide board resolution/ letter of authority/power of attorney dated _____ (hereinafter referred to as "**Owner**") (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors & permitted assigns) of the _____ Part;

AND

KOLKATA-ONE EXCELTON PRIVATE LIMITED, (PAN CARD NO. _____) a Company incorporated under the Companies Act, 2013 having its registered office at Times Tower, 12th Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai 400013, Maharashtra, India , represented by its authorised signatory, _____ (**AADHAR NO.** _____), authorized vide board resolution/ letter of authority/power of attorney 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 _____ **Part;**

AND

(FOR INDIVIDUALS)

Mr./Ms./Mrs. _____ (**PAN CARD NO.** _____) son/ daughter of _____, aged about _____, residing at _____

OR

(FOR FIRMS)

M/s. _____ (**PAN CARD NO.** _____), a partnership/ proprietorship firm duly registered and having its principal place of business at _____ represented by its authorised Partner, _____, vide _____ letter of authority/power of attorney dated _____

OR

Vendor

Vendee/s

(FOR COMPANIES)

M/s. _____, (**PAN CARD NO.** _____) a Company duly registered and incorporated under the Companies Act, 1956 or 2013 having its registered office at _____ represented by its authorised signatory, _____, vide board resolution/letter of authority/power of attorney dated _____

JOINTLY WITH*

Mr./Ms./Mrs. _____ (**PAN CARD NO.** _____) son/ daughter of _____, aged _____ about _____, residing at _____

*(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 repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assignees) 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 Owner owns and possesses **ALL THAT** piece and parcel of land containing an area of 168 cottahs (equivalent to 2.77 acres), more or less, situate lying at and being premises No. 34, Diamond Harbour Road, Kolkata, under P.S. South Port, in the District of South 24-Parganas.
- B.** The area of the premises No.34, Diamond Harbour Road, Kolkata above mentioned includes an area of 13 cottahs 8 sq.ft. being comprised in a passage which is owned and possessed by the Owner having a width of 20 ft.-30 ft. (varies from place to place) and 400 ft. in length, running from east to west of down slope of Majerhat Bridge on Diamond

Vendor

Vendee/s

Harbour Road, Kolkata, earlier being part of premises No.37, Diamond Harbour Road and comprised in Mouza Durgapore, Police Station Alipore (now South Port), Sub-Registry Office Alipore, District South 24 Parganas, within the limits of the Kolkata Municipal Corporation (hereinafter referred to as the "**said Passage**").

- C. The Said Passage was thereafter separated in the records of Kolkata Municipal Corporation from the remaining part of premises No.37, Diamond Harbour Road and renumbered as premises No.37A, Diamond Harbour Road. The Said Passage was subsequently amalgamated with Premises No. 34 by the approval of the Kolkata Municipal Corporation and now forms the piece and parcel of Premise No. 34. The said Premises No.34 and the Said Passage are hereinafter collectively referred to as the "**said Larger Property**" and more particularly described in the **FIRST SCHEDULE** mentioned hereinafter. The authenticated copy of the plan of the said Larger Property delineated in bold boundary line is annexed hereto as "**Annexure 1**".
- D. The Owner being desirous of developing the said Property, executed a Joint Development Agreement dated 21st December, 2018 registered with the office of Registrar ARA I Kolkata (hereinafter referred to as the said Joint Development Agreement), in favour of the Promoter. The Owner have also executed a Power of Attorney dated 21st December, 2018 registered with the office of Registrar ARA I Kolkata in favour of the Promoter (hereinafter referred to as the said POA). Under the said Joint Development Agreement and POA, the Owner has authorized and permitted the Promoter to sell and transfer on ownership basis, various flats, apartments, tenements, units and premises in the buildings and structures to be constructed by the Promoter at its own cost on the said Larger Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same. The said Joint Development Agreement also inter alia provides that on completion of development of the said Larger Property or portions thereof from time to time, the Promoter alone will be entitled to hand over possession of the various flats, apartments, tenements, units, premises car parks constructed/provided thereon to the purchasers/ transferees thereof. The Owner shall do all such acts, deeds and things and render all possible assistance to the Promoter as may be necessary and expedient to facilitate the development, sale and conveyance of the said Larger Property.
- E. 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,

Vendor

Vendee/s

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 "**88 East**".

- F. Now, the Project has received Occupation Certificate issued by Kolkata Municipal Corporation being _____ dated _____ with respect of the building/s and structures where the said Unit (as defined hereinbelow) is situated. The Vendor has informed the Vendee(s) of the same. A copy of occupation certificate is enclosed herewith as **ANNEXURE -A**.
- G. The said Project has been registered with the West Bengal Housing Industry Regulatory vide Regn No. _____ dated 9 _____ in accordance with the West Bengal Housing Industry Regulation Act, 2017.
- H. The Vendee(s) being desirous of owning 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 developed by the Vendor had entered into Apartment Buyer's Agreement dated _____ executed at _____ ("**Agreement**"), wherein the said the 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).
- I. 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**.
- J. The Vendor has also represented to the Vendee(s) that the Vendor holds good and marketable right to enter into this Deed.
- K. 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.
- L. 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

Vendor

Vendee/s

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:

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 acknowledge, and of and from every part thereof forever 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 spaces, 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 from the Vendor, without any reservations, objections and demurs.
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,

Vendor

Vendee/s

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).

Vendor

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 language. 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
Premises No. 34

ALL THAT piece and parcel of land containing an area of 168 cottahs (equivalent to 2.77 Acres), more or less, situate lying at and being premises No. 34, Diamond Harbour Road, Kolkata, under P.S. South Port, in the District of South 24-Parganas, with existing structures having tin roof and comprising of an office block admeasuring 95.83 square metres and a bathroom block admeasuring 16.85 square metres (aggregating to 112.68 square metres), as more fully shown in the map or plan hereto annexed and thereon bordered black, and butted and bounded in the manner following, i.e., to say:-

ON THE NORTH : Partly by Army Remount Depot and Partly by Premises No. 37, Diamond Harbour Road

Vendor

Vendee/s

- ON THE SOUTH** : Partly by Premises No. 36, Diamond Harbour Road, Partly by Premises No. 35/1, Diamond Harbour Road and Partly by KoPT Road.
- ON THE WEST** : KoPT Commissioner’s 20 feet wide common passage.
- ON THE EAST** : Partly by Premises No. 37, Diamond Harbour Road, Partly by Diamond Harbour Road, Partly by Premises No. 35/1 Diamond Harbour Road and Partly by Premises No. 35, Diamond Harbour Road.

SECONDLY
“Said Passage”

An area of the premises No.34, Diamond Harbour Road, Kolkata admeasuring an area of 13 cottahs 8 sq.ft. being comprised in a passage of which DSK is the owner having a width of 20 ft.-30 ft. (varies from place to place) and 400 ft. in length, running from east to west of down slope of Majerhat Bridge on Diamond Harbour Road, Kolkata, earlier being part of premises No.37 and has since been amalgamated with Premises No. 34, Diamond Harbour Road and comprised in Mouza Durgapore, Police Station Alipore (now South Port), Sub-Registry Office Alipore, District South 24 Parganas, within the limits of the Kolkata Municipal Corporation.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO
(Description of the said Unit)

Residential Unit No. _____ admeasuring _____ sq. mtrs. equivalent to sq. ft. carpet area on _____ floor in _____ building/ Tower / Block in the Project along with proportionate right in common areas of the said Project.

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;)

Vendor

Vendee/s

1. _____

2. _____

SIGNED AND DELIVERED)

For and on behalf of the within named)

PROMOTER, through its Constituted attorney)

Mr _____)

In the presence of witnesses;)

1. _____

2. _____

SIGNED AND DELIVERED)

For and on behalf of the withinnamed)

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

Vendor

Vendee/s

For KOLKATA-ONE EXCELTION PRIVATE LIMITED

PROMOTER

ANNEXURE A
(COPY OF OCCUPATION CERTIFICATE)

DRAFT

ANNEXURE B
(COPY OF THE FLOOR PLAN OF THE UNIT)

Vendor

Vendee/s

DRAFT

Vendor

Vendee/s