

DRAFT

DEED OF CONVEYANCE

This Deed of Conveyance ("Conveyance Deed") executed on this ____ day of _____,
20.....

By and Between

(1) SRI KALYAN KUMAR DHARA (PAN NO. - AEWPD0205L), son of Late Shyam Charan Dhara, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Hanspukur, P.O. – Midnapore, P.S. – Kotwali, Dist. – Paschim Medinipur, Pin – 721 101, **(2) SRI BIJOY KUMAR DAS (PAN No. – AFCPD0394P)**, son of Late Purna Chandra Das, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Chirimarshai, P.O. – Midnapore, P.S. – Kotwali, Dist. – Paschim Medinipur, Pin – 721 101, **(3) SRI ABHIJIT MAJUMDAR (PAN No. – ANUPM0960C)**, son of Late Kalipada Majumdar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Habibpur, P.O. – Midnapore, P.S. – Kotwali, Dist. – Paschim Medinipur, Pin – 721 101, hereinafter jointly called and referred to as the **"OWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**

AND

"M/S. RAJESHWARI DEVELOPER" (PAN NO. ABHFR 9568), a partnership firm, having its registered office at Talkui, P.O. – Abash, P.S. – Kotwali, Dist. – Paschim Medinipur, Pin – 721 102, **represented by it's partners namely, (1) SRI SHIBU GHOSHAL (PAN No. – BTDPG4193D)**, son of Sri Swapan Ghoshal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Talkui, P.O. – Abash, P.S. – Kotwali, Dist. – Paschim Medinipur, Pin – 721 102, **(1) SMT. APARNA GHOSHAL (PAN No. – CXBPG9114R)**, wife of Sri Shibu Ghoshal, by faith Hindu, by Nationality Indian, by Occupation Business, residing at Talkui, P.O. – Abash, P.S. – Kotwali, Dist. – Paschim Medinipur, Pin – 721 102, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators and representatives) of the **SECOND PART.**

AND

[If the Allottee 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).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "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, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (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).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar 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 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

WHEREAS:

A. The Promoter 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 _____

[OR]

_____("Owner") is the absolute and lawful owner of [Please insert land details as per laws in force]_____totally admeasuring _____

B. _____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_____, The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated_____registered at the office of the Registrar

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");

[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.

..... /- (.....Rupees) and the purchaser has also agreed to purchase of above said Plot for the above mentioned sale consideration

NOW THIS SALE DEED WITNESSETH 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 thebasis 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. 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.
13. 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 (Including Joint Buyers)

1.

2.

_____on_____in the presence of

Affix Photo
and Cross
Sign the
same

Affix
Photo and
Cross Sign
the same

SIGNED AND DELIVERED BY THE WITHIN NAMED

1. Promoter _____

(Authorised Signatory)

Affix Photo
and Cross
Sign the
same

Witness:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

SCHEDULE 'A'

(SAID PROPERTY ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS)

ALL THAT the piece and parcel of Bastu land measuring about _____ and premises no. _____ and butted and bounded as under:

ON THE NORTH : By _____;

ON THE SOUTH : By _____;

ON THE EAST : By _____;

ON THE WEST : By _____.

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT
(Said Apartment)

ALL THAT one self contained residential flat being No. _____ on the _____ Floor measuring ____sq. ft. _____built up area more or less consisting of _____bed rooms, _____living room,_____kitchen cum dining, _____toilets, _____balcony alongwith garage/closed parking no. admeasuring _____square feet on the Ground Floor alongwith undivided proportionate impartible share of the land, fully mentioned in Schedule "A" lying and situated at _____and proportionate share of common areas including staircases and landing roof etc. within the Building on which the said Flat and Car Parking Space (If any) is situated together with all easement rights over the common parts and common portions in the said building and premises.

****The number of parking spaces allotted and their corresponding covered areas shall be specified at the time of execution and registration of this Agreement, as these details are subject to variation. Since this document is only a draft of the Agreement, such particulars are not incorporated herein.**

Memo of Consideration

Received an amount of Rs. on and from the within mentioned purchaser the within mentioned consideration money of Rs.....Vide several Cheques/RTGS/NEFT/Online Payment/QR payment, as mentioned hereunder:

[illegible]