

## DRAFT DEED OF CONVEYANCE

This Deed of Conveyance ("Conveyance Deed") executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
20.....

By and Between

**UPSTAIR CONSTRUCTION , PAN - CYCPS4557E** having its principal place of business at 121(54)LAKE EAST 6TH ROAD SANTOSH PUR,JADAVPUR,CALCUTTA- 700075, WB, India, represented by its authorized Proprietor Dipak Chakraborty Son of Balaram Chakraborty Resident of 54, Lake East 6th Road, Santoshpur, Kolkata – 700075, 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]

\_\_\_\_\_, (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*).

UPSTAIR CONSTRUCTION



Proprietor

[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 /Sub-Registrar/ Additional Registrar of Assurance \_\_\_\_\_ in Book No \_\_\_\_\_ Voucher No \_\_\_\_\_ Pages from \_\_\_\_\_ to \_\_\_\_\_ bearing being No \_\_\_\_\_ of the year \_\_\_\_\_

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 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. That the Completion Certificate of the Project has been obtained and that the photocopy of CC No. ....XXXXX..... has been provided to the Buyer.

15. That the Flat owners Association will be formed / has been formed, as per the permissible time limit under the Local Laws.

16. 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:

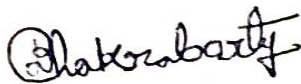
Address:

- 2. Signature:

Name:

Address:

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Proprietor

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 ..... Sqft of Carpet Area

On The North:

On The South:

On The East:

On The West:

SCHEDULE 'B'

(Floor Plan of the Apartment)

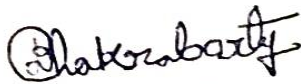
ALL THAT one self-contained Residential Flat no....., consist of ..... Bedrooms, one  
Dinning cum drawing space, Two balconies, one kitchen, .....Toilets admeasuring  
an area of more or less .....square feet more or less as Carpet Area and which is  
more or less .....covered area located at .....floor in Block .....  
building in the project of the said namely “.....” without/along with garage  
/Closed/Covered Parking Space 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 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+3..... storied building, attributable  
thereto.

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:

Sl No.	Cheque No.	Date	Amount

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Proprietor