

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this ____ day of ____, 20__ at Guwahati.

- BY -

1) _____ (PAN- _____), wife of _____, and
2) _____ (PAN- _____), and 3) _____ (PAN- _____), both are daughters of _____, all are residents of _____, in the district of Kamrup (Metro) Assam, hereinafter called and referred to as the **VENDORS / SELLERS** and **VENDORS / SELLERS** (which term and expression shall unless and otherwise contrary or repugnant to the context or meaning made herein shall include their heirs, executors, representatives, administrators and assigns) of the ONE PART.

- IN FAVOUR OF -

"M/S _____" (PAN- _____), a Partnership Firm, registered under the Indian Partnership Act, 1932, having its registered office at _____, represented by one of its Partner - _____ (PAN- _____), son of _____, hereinafter called the **VENDEE / PURCHASER** (which expression shall, unless and otherwise repugnant to the context and meaning made herein, include its successors-in-office, assigns, representatives, attorneys, etc.) of the OTHER PART.

WHEREAS, the Vendors are absolutely seized and possessed of and/or otherwise well and sufficiently entitle to ALL THAT piece or parcel of land containing an area of _____, covered by **Dag No.** _____ of **K.P. Patta No.** _____, **Class of Land -** _____, of Village - _____, under Mouza- _____, under _____ Revenue Circle, in the District of Kamrup (Metro) Assam, more fully and specifically described in the **SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY**,

AND WHEREAS, the First Party are the absolute owners and possession of the aforesaid property wherein their predecessors, heirs, successors, family members or any other person whosoever have no right, title or interest and as such the Vendors are fully competent and have full and unfettered power to transfer/sell/lease/mortgage the said property and to execute this Deed of Conveyance.

AND WHEREAS the Vendors applied for an apartment in the Project vide application and has been Allotted Apartment/Flat No. _____ **Block -** _____ having carpet area of _____ Sq.Ft. with exclusive balcony area measuring _____ Sq.ft, (Buildup area measuring _____ Sq.ft) (SBUA _____ sq.ft. approximately), on the _____ floor along with one nos of covered car parking in the building, after becoming owners of the said property, caused their names to be mutated in the records of the Dispur Revenue Circle, and/or other concerned department in respect of the said property.

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AND WHEREAS the Vendors have represented to the Purchaser as follows :-

- a) THAT the Vendors are the absolute owners of the said property free from all encumbrances, liens, mortgages, charges, attachments, lispendens, debottars, trusts whatsoever.
- b) THAT the Vendors are the absolute owners of the said property and except them no one has any right title and interest of any kind whatsoever to the said property.
- c) THAT the title of the Vendors to the said property is free from all encumbrances, charges, liens, lispendens, attachments, mortgages, trusts, debottars, acquisition whatsoever.
- d) THAT the said property is not affected by any acquisition or proposed acquisition nor affected by any proposed, published/sanctioned Scheme of Road alignment of the Govt. or any other public body or authorities.
- e) THAT the said property is not subject to any notice of acquisition or requisition or road alignment scheme nor the same is subject to any attachment under the Public Demands Recovery Act or under any other law for the time being in force.
- f) THAT the said property is not subject to any notice of acquisition or requisition nor affected by the Urban Land (Ceiling And Regulation) Act, 1976 nor the same is subject to attachment under the Public Demands Recovery Act or under any other law for the time being in force.
- g) THAT the Vendors are legally competent to convey, sell and transfer the said property.

AND WHEREAS the Vendors have agreed to sell and the Purchaser, relying upon the aforesaid representations of the Vendors, has agreed to purchase the said property at or for a consideration of _____; free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisition or requisition whatsoever.

NOW THEREFORE THESE INDENTURES WITNESSETH and it is hereby recorded and declared that—

1. In the premises aforesaid and in consideration of the sum of _____ by the Purchaser to the Vendors paid at or before the execution of these presents (the receipt whereof the Vendors doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the

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Vendors do acquit release and forever discharge the purchaser and the Said Property hereby conveyed and transferred unto and to the Purchaser), the Vendors doth hereby grant sell, transfer, convey, assign and assure and confirm unto and to the Purchaser ALL THAT piece or parcel of land containing an area of _____ (_____ ARE), covered by Dag No. _____ of K.P. Patta No. _____, Class of Land - _____, of Village - _____, under Mouza- _____, under Dispur Revenue Circle, in the District of Kamrup (Metro) Assam, more fully described the **SCHEDULE** hereunder written AND TOGETHER WITH all appurtenances thereto or HOWSOEVER OTHERWISE the said property now are or is or at any time hereto before were or was situate, butted, bounded, called, known, numbered described and distinguished TOGETHER WITH the reversions and remainders and the rents, issues, profits thereof AND all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the Vendors into or upon the said property TOGETHER WITH right of egress and ingress, all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, boundary walls, benefits, advantages, vacant area, open spaces whatsoever and all manner of former or other rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to the said property hereby sold and transferred or in anywise appertaining thereto or any part thereof, usually held, used, occupied accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto TO HAVE AND TO HOLD the said property hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances whatsoever, and subject to and/or together with the covenants by the Vendors hereafter contained.

2. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

- a) THAT notwithstanding any act, deed, matter or thing by the Vendors done committed, executed, or knowingly permitted or suffered to the contrary, the Vendors are now lawfully and rightly seized of and/or otherwise well and sufficiently entitled to the said Property and all benefits and rights hereby conveyed, sold, transferred, assigned and assured unto and to the Purchaser in the manner aforesaid without any manner of encumbrances, conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same.
- b) THAT the Vendors have not at any time done, committed, executed, or knowingly permitted or suffered or been party to any act deed or thing whereby the Said Property hereby sold and conveyed or any part thereof can or may be impeached encumbered or affected.
- c) THAT notwithstanding any act, deed, matter or thing whatsoever done, the Vendors now have good right, full power, absolute authority and indefeasible

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title to grant, sell, convey, transfer, assign and assure the Said Property and all rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, in the manner aforesaid, according to the true intent and meaning of these presents.

- d) THAT the said Property and all other rights and benefits hereby granted, sold conveyed, transferred, assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances made or suffered by the Vendors or any person or persons having or lawfully claiming any estate or interest in the said Property from, under or in trust for the Vendors.
 - e) THAT the Purchaser shall hold and have the said Property freely and clearly and absolutely acquitted exonerated released and for ever discharged from or by the Vendors and every person or persons having or lawfully, rightfully and equitably claiming as aforesaid and effectually saved, defended, kept harmless and indemnified of, from and against all manner of former and other estate, charges, liens, debts, attachments, mortgages, restrictions, covenants uses, debutters, trusts, acquisitions, requisitions alignments, claims, demands, liabilities and encumbrances whatsoever suffered or created by the Vendors or any of their predecessors in title or any persons lawfully or equitably claiming aforesaid.
 - f) THAT the Vendors and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendors shall from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser make, do acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said Property unto the Purchaser in the manner aforesaid.
 - g) THAT the Vendors shall be liable to pay all Municipal rates and taxes, levies, imposition, outgoings and other interest, charges, penalties payable in respect of the said property pertaining to the period up to the date hereof and shall save and keep the Purchaser harmless, indemnified of, from and against such claims, demands and proceedings that may be suffered by the Purchaser because of the non-payment or delay in payment thereof.
3. THE VENDORS DOTH HEREBY FURTHER COVENANT, DECLARE AND CONFIRM WITH THE PURCHASER as follows :-

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- a) THAT the Vendors have already delivered the khas and vacant possession of the said property to the Purchaser and the Purchaser has taken and accepted the possession of the same.
 - b) THAT the Vendors hereby agrees to deliver to the Purchaser all deeds, evidence and writing now in their possession and custody relating to the title of the Vendors to the said property hereby conveyed.
 - c) THAT the Vendors hereby record their no objection for mutation of the said Property in the name of the Purchaser or its successors-in-office or assignees in the records of the concerned authority/authorities.
 - d) THAT the Purchaser shall be entitled to obtain new electrical, water connections and municipal holding in its own name or in the name of its nominee by completing necessary formalities of the Assam State Electricity Board, water supply department, Guwahati Municipal Corporation/or any other authorities.
 - e) THAT the said Property is situated outside the Urban Agglomeration Area of Guwahati as envisaged in the Urban Land (Ceiling & Regulation) Act, 1976 and the said property is free from the ceiling proceedings.
4. That the parties have obtained the necessary Sale Permission/Approval/No Objection Certificate from the office of the **Deputy Commissioner, Kamrup (Metro) at Guwahati Assam** vide no. _____, Dated- _____ and also from the office of the **Guwahati Metropolitan Development Authority** vide No. _____, Dated- _____.

**SCHEDULE ABOVE REFERRED TO
(SAID PROPERTY)**

ALL THAT piece or parcel of land containing an area of _____
(_____ ARE), covered by Dag No. _____ of K.P. Patta No. _____, Class of Land - _____, of Village - _____, under Mouza- _____, under _____ Revenue Circle, in the District of Kamrup (Metro) Assam, and butted and bounded:-

North	:	_____
South	:	_____
East	:	_____
West	:	_____

RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser the within mentioned sum of _____ by way of Cheques, RTGS, etc. towards full and final payment of the total consideration, which details as follows: -

Contd...

SL. NO.	PAYMENT MODE	DATE	DRAWN ON BANK	AMOUNT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL PAYMENT PAID RS _____/- (RUPEES : _____ THOUSAND) ONLY				

IN WITNESSES WHEREOF the parties have put their respective hands and seals on the day, month and year first above written.

WITNESSES :-

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE PURCHASER