

## **FORMAT OF CONVEYANCE DEED**

This Deed of Sale (**CONVEYANCE DEED**) made at \_\_\_\_\_ on this day of 2023.

1. **SMT CHANDRAKALA DASSANI (PAN ADSPD9182D)**, wife of Sri Rup Chand Dassani, (AADHAAR No. 2646-5305-3882)
2. **SRI RAJESH KUMAR DASSANI (PAN ACPD3464N)**, son of Sri Surajmal Dassani, (AADHAAR No. 6963-0366-8756)
3. **SRI CHIRAGH DASSANI (PAN AHYPD0255H)**, son of Sri Rup Chand Dassani, (AADHAAR No. 7945-0949-2745)

all are Hindu by Religion, Indians by Nationality, No.1 House-wife by Occupation, No.2 & 3 are Business by Occupations, Resident of Upper Bhanu Nagar, Ward No. 43, P.O Sevoke Road, P.S Bhaktinagar, Siliguri-734001, District Jalpaiguri - hereinafter called the "**LAND OWNERS/VENDOR**"(which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**".

AND

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "**Purchaser**" (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).

M/s \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place at \_\_\_\_\_ (PAN No. \_\_\_\_\_), represented by its authorized Partner, **\_\_\_\_\_ (Aadhar no \_\_\_\_\_ )**, authorized vide \_\_\_\_\_, hereinafter referred to as the "**Seller**" (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).

The Seller and Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS** abovenamed First Party No.1 had purchased land measuring 0.38 Acres from Sri Binode Kumar Sinha and another, by virtue of a Registered Deed of Sale, dated 25.08.1989, being Document No. I- 3985 for the year 1989 and the same was registered

in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

**AND WHEREAS** abovenamed First Party No.2 and 3 had jointly purchased land measuring 0.38 Acres from Sri Binode Kumar Sinha and another, by virtue of a Registered Deed of Sale, dated 25.08.1989, being Document No. I- 3986 for the year 1989 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

**AND WHEREAS** abovenamed First Party No.3 had also purchased land measuring 0.051 Acres from Smt Durga Lakshmi Pradhan, wife of Late Padam Prasad Pradhan, by virtue of a Registered Deed of Sale, dated 30.11.1990, being Document No. I- 4579 for the year 1990 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

**AND WHEREAS** in the manner aforesaid, the above named First Party became the sole, absolute and exclusive owner of land measuring 0.811 Acres and ever since then the First Party are in exclusive, khas and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein and free from all encumbrances whatsoever.

**AND WHEREAS** thereafter the aforesaid Landowners being desirous to developed their aforesaid land into Residential cum Commercial building complex has appointed to **BALAJEE DEVELOPERS**, a Partnership firm, as a Developer/Promoter for construction/development of an Elevated Ground + 5 Storied Residential cum Commercial Building on the aforesaid total plot of land measuring 0.811 Acres by virtue of Development Agreement, vide Deed No. 071104728 for the year 2020, recorded in Book No. I, Volume No. 0711-2020, Pages from 127337 to 127376 and registered in the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri.

**AND WHEREAS** abovenamed **BALAJEE DEVELOPERS** is constructing the said residential building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Plan No. \_\_\_\_\_, dt \_\_\_\_\_, sanctioned on \_\_\_\_\_ for a ground plus five storied residential cum commercial (mercantile retail) building.

**AND WHEREAS** : the above named third party have started construction of a Ground + 5

Storied Residential cum Commercial Building unto the homestead land as fully described in the **Schedule "A"** appended below consisting of garages, shops and service areas in ground floor and acquired the rights and interest to develop the Schedule-A land and to sell its allocation through registered Deed of Development/Construction.

A. The said land is earmarked for the purpose of building a residential project, comprising \_\_\_\_\_plots is 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 saleconsideration.

**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:-

Cheque/ DDNo.	Amou nt	Date d	Name of the Bank

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 undertake 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 easement 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 heshall 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.

### **SCHEDULE - "A"**

#### **(DESCRIPTION OF THE LAND OF FIRST PARTY)**

All that piece or parcel of vacant homestead land measuring 0.811 Acres or 81.1 Decimal described herein below situated in Mouza Dabgram, recorded in LR Khatian Nos. 99, 100 & 101, J.L. No. 2, R.S Sheet No.8, corresponding to LR Sheet No. 22, within the limits of Ward No.43 of Siliguri Municipal Corporation Area, P.S. Bhaktinagar, in the District of Jalpaiguri.

<b>LR Plot No.</b>	<b>RS PLOT No.</b>	<b>RS KHATIAN No.</b>	<b>AREA</b>
96	305/860	580	10 Decimal
96	304	580	29 Decimal
96	304/857	576	22 Decimal
96	307	559	15 Decimal
96	287(P)	568	5.1 Decimal
			-----
			81.1 Decimal

#### **The land measuring is bounded and butted as follows:-**

North ... Land of Kabilal Barman and others  
South ... 28'ft SMC Road (Shyam Mandir Road)  
East ... Land of Bir Bahadur, Sri Akal Singh & others  
West ... Land of Smt. Nilmoni Devi Choudhury & Kabilal Barman

**SCHEDULE - "B"**

**(FLAT & PARKING HEREBY AGREED TO SALE)**

ALL THAT one residential flat (Tiles/Marble floor) measuring more or less about 836 Sq. Ft. or equal to 77.666 square meter and Total super Built up area 1232 Sq. feet or equal to 114.455 square meter square meter at Second Floor, being flat No."2E", Block- "B, along with open Parking admeasuring 135 (One Two Zero) Sq. Ft. or equal to 11.1484 square meter at Ground Floor of the building named "URBAN HEIGHTS" constructed on the land as described in Schedule- "A" herein above together with undivided and impartiable proportionate share in the land.

**IN WITNESS whereof**, it is declared by the Seller and the Purchaser that this sale deed has been drafted by the advocate on their instructions and after satisfying the same in their Vernacular, the seller and purchaser have signed and executed this sale deed on the day, month and year, first hereinabove written in the presence of the Seller and Purchaser.

WITNESSES

1.

SELLER

2.

PURCHASER