

CONVEYANCE DEED

This Deed of Sale (**CONVEYANCE DEED**) made at ____ on this ____ day of 2023

By and Between

SRI SHIVENDRA BIJOY MALLADEB, S/O – Lt. Raja Birendra Bijoy Malladeb , by faith Hindu, by Nationality - Indian, by Occupation – Social Works/Business, aged about 64 years, resident of Raj Palace, Old Jhargram within Jhargram Municipality, P.O + P.S + Dist- Jhargram, PIN – 721507, having his PAN NO **AEIPM7823B**, AADHAR NO **2440 8822 4514**, Mob No **9434230941**, hereinafter called to be one of the “**LAND OWNER**” and shall be referred as one of the part (which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes his legal heirs successors, survivors, legal representative and assignees as well)

AND

SRI JOYDEEP MALLADEB, S/O -Lt. Raja Birendra Bijoy Malladeb, by faith Hindu, by Nationality - Indian, by Occupation – Social Works/Business, aged about 59 years, resident of Raj Palace, Old Jhargram within Jhargram Municipality, P.O + P.S + Dist- Jhargram, PIN – 721507, having his PAN No. **AEJPM4578G**, AADHAR NO **6465 2692 8928**, Mob No **9830761761**, hereinafter called to be one of the “**LAND OWNER**” and shall be referred as one of the same part (which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes his legal heirs successors, survivors, legal representative and assignees as well),

Represented by the other Land Owner **Sri Shivendra BijoyMalladeb** vide Power of Attorney being no. **I – 5871/2021** dated **10-12-2021** registered at the office of the Additional District Sub Registrar, Paschim Medinipur Sadar.

AND

Maa Savitri Developers, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **459P, Keranitala Mouza, Midnapore, Paschim Medinipur, PIN 721101**, (PAN**ABMFM2481Q**), having Partners

1. **SRI SAMBHUNATH CHATTERJEE**, S/O – Lt. Joyhari Chatterjee, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 66 Years, having PAN No: **ACTPC0768N**, AADHAR NO **6419 6409 6817**, Mob No **9434037681**, resident of Raghunathpur, Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram

AND

2. **SRI SOMNATH CHATTERJEE**, S/O – Sri Sambhunath Chatterjee, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 39 years, having its PAN No. **AFGPC7248P**, AADHAR NO **4348 9199 4820**, Mob No **9609676622**, resident of Raghunathpur, Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram.

AND

3. **SRI MURARI LAL GOENKA**, S/O – Lt. Banwari Lal Goenka, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 66 years, having its PAN No. **ADHPG7343L**, AADHAR NO **5269 4755 6000**, Mob No **9434005112**, resident of Ghoradhora, Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram.

AND

4. **SRI SATISH KUMAR GOENKA**, S/O – Sri Murari Lal Goenka, By Faith- Hindu, By Occupation- Business, By Nationality – Indian, aged about 30 years, having its PAN No. **ASKPG2937J**, AADHAR NO **6788 7188 0746**, Mob No **8170050858**, resident of Ghoradhora, Jhargram within Jhargram Municipality, P.O + P.S – Jhargram, PIN – 721507 in the district of Jhargram

Represented by the 1st Partner **Sri Sambhunath Chatterjee** vide Power of Attorney being no. **1 – 5778/2021** dated **07-12-2021** registered at the office of the Additional District Sub Registrar, Paschim Medinipur Sadar.

(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

1. Mr./Mrs./Ms., (PAN)
(Aadhar no.) Mob No:son / wife of
....., aged about, residing at
.....,

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).

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

WHEREAS:

- a) **SRI SHIVENDRA BIJOY MALLADEB & SRI JOYDEEP MALLADEB** is the absolute and lawful owner of the plot of land situated at Plot No : 194, 197 & 284 Pertaining to Khatian No : 1766 & 1767 of Mouza Keranitola, being J.L no. 171 under police station – Kotwali (Midnapur), within Midnapur municipality bearing Ward No 7, holding no. 1162, in the district of Paschim Midnapur totally admeasuring **1765.64** square meters,
- b) The Owner and the Promoter have entered into a Joint Development Agreement being no. **I – 1941/2021** dated **22-04-2021** registered at the office of the Additional District Sub Registrar, Paschim Medinipur Sadar.
- c) The Said Land is earmarked for the purpose of building a Residential cum Commercial project, comprising multistoried apartment buildings and the said project is known as '**ASHIRWAD**'.

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 Flat (As detailed in Annexure I) unto the purchaser for a total sale consideration of Rs..... (Rupees) vide Sale Agreement dated XX-XX-XXXX & any additional agreement executed thereafter upon mutual consent, 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 Flat amounting to Rs..... has been received by the Seller from the purchaser, as full and final sale consideration of the above said Flat, prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the Seller.
2. That the Seller has handed over the actual, physical, vacant possession of the said Flat 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 Flat is hereby conveyed to the purchaser and purchaser shall hereinafter hold, possess use, utilize the said Flat 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 Flat 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, however necessary fees in this respect shall be borne by the Purchaser.

5. That the said Flat 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 Flat.
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 to borne all expenses of stamp duty, Registration fee and legal charges in respect of this sale deed.
10. That the purchaser has right to use, utilize, hold, sell and transfer the said Flat in any or all the manners and the purchaser has right to use the Flat in all manners.
11. 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.
12. The purchaser shall not do any illegal activities in the above said Flat which are against the rules which may cause damages/loss to the neighbors and the other Flats 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.

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser:

(1) _____

Please
affix photograph
and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Land Owner (Seller):

(1) _____

Please
ffix photograph
nd sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter (Seller):

(1) _____ (Authorized Signatory)

Please
affix photograph
and
sign across the
photograph

Drafted By:

WITNESSES:

1. Signature _____

Name -----

Address _____

2. Signature _____

Name -----

Address -----

SCHEDULE 'A' – DESCRIPTION OF THE APARTMENT AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'A'
(DESCRIPTION OF PROPERTY)

Flat No on theth Floor of the Building Named "ASHIRWAD" covering a carpet area of Sq ft (SB Area – Sq ft) With Parking Space.

Schedule of Land:

Plot No : 194, 197 & 284 Pertaining to Khatian No : 1766 & 1767 of Mouza Keranitola, being J.L no. 171 under police station – Kotwali (Midnapur), within Midnapur municipality bearing Ward No 7, holding no. 1162, in the district of Paschim Midnapur totally admeasuring **1765.64** square meters

Boundaries:

North : XXXXXXXXXXXX

South : XXXXXXXXXXXX

East : XXXXXXXXXXXX

West : XXXXXXXXXXXX

Common Facilities & Amenities:

- 1) Entrance and Exits to the said landed property and the proposed building.
- 2) Boundary Walls and main gate of the said landed property and proposed building.
- 3) Roof Top of the proposed building and parapet walls in roof.
- 4) Drainage and Sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use)
- 5) Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings, (Excluding only those as are to be installed within the exclusive area of any flat and/or exclusively for its use)
- 6) Staircase and staircase landings, lobbies on all the floors, Entrance lobby, etc.

- 7) Water Supply system, water pump & motor together with all common plumbing installations for carriage of water (Save only those as are to be exclusively within and for the use of any unit) in the said building.
- 8) Such other common parts, areas, equipment, installations, fittings, fixtures and space in or about the said landed property and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
- 9) Land underneath of the proposed building.
- 10) Septic Tank, path, passage.
- 11) Lift, Gym and Market complex.

SCHEDULE 'B'
(FLOOR PLAN of