

CONVEYANCE DEED

This Deed of sale (**CONVEYANCE DEED**) made at on this day of 20...

M/S RAJ CONSTRUCTION, a Partnership Firm registered under Partnership Act, 1932, having its office at 4th Floor, Shree Tower, Pillar No.-81, Sheikhpura Baily Road, Thana- Shastri Nagar, Pin Code.- 800014, Patna, Bihar represented by its Partner, Satyendra Kumar Singh, (PAN NO.- ASHPS1979F, AADHAR NO.- 620671333023, authorized vide -, hereinafter referred to as the First Party (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 respective partners).

AND

(If the Second Party is an individual)

Mr. /Ms. (Aadhar No.....) son /daughter of Aged about, residing at....., (PAN), hereinafter called the “Second Party” (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 First Party and Second Party shall hereinafter collectively be referred to as the “**Parties**” and individually as a “Party”.

- A. **Dr. AJIT KUMAR CHAUDHARY** (“Owner”) is the absolute and lawful owner of Khata No.-(82, 93, 56, 60, 95, 81)Old, (16, 153, 130)New, Khesra No.:- (210, 188, 189, 206, 211, 212, 209, 141, 208) Old, (316, 297, 306, 304, 303) New, Thana - 497, Mauza – Kabirchak, Village- Kabirchak, Block- Sadar Darbhanga, District- Darbhanga, Bihar, totally admeasuring **117.36 DECIMALS**, situated at Mauza – Kabirchak, Pargana – East Bhigo, P. S. – Sadar Darbhanga, District - Darbhanga, Bihar within the limit of Darbhanga Municipal Corporation, Darbhanga, Bihar and under the jurisdiction of District Registry Office – Darbhanga. The Owners and the Promoter have entered into a Development Agreement dated 20/10/2022 registered as Deed no. 15745, Token No.- 16165, year- 2022, S. No.- 15962 at the office of the District Registry Office, Darbhanga, Bihar. (“**Said Land**”) vide sale deed(s) are as follows :-

S. No.	Deed No.	Date	Area	Khata	Plot No.
1.	3836	16.03.2010	39.51 Dec.	60(Old), 16(New)	211(Old),212(Old), 306(New)
2.	3882	25.03.2015	16.36 Dec.	82(Old), 16(New)	210, 211(Old), 306, 316 (New)
3.	16387	21.11.2015	15.49 Dec.	95(Old), 130 (New)	209(Old), 304(New)
4.	8484	08.06.2016	1.32 Dec.	81 Old	141, 208(Old), 303 (New)
5.	1649	15.02.2017	6.55 Dec.	82(Old), 16 (New)	210 (Old), 316 (New)
6.	7409	05.06.2017	9.82 Dec.	82(Old), 16 (New)	210 (Old), 316 (New)
7.	18026	06.12.2018	6.55 Dec.	82(Old), 16 (New)	210 (Old), 316 (New)
8.	7869	21.09.2020	17.40 Dec.	93, 56 (Old), 153(New)	188, 189, 206(Old), 297(New)
9.	8956	21.10.2020	4.36 Dec.	82(Old), 16 (New)	210 (Old), 316 (New)

B. The Said Land is earmarked for the purpose of building a residential project, comprising _ multistoried apartment buildings and the said project shall be known as **‘AJIT HIGHTS APARTMENT’ (“Project”)**;

AND WHEREAS the First Party 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 Second Party for a total sale consideration of Rs./- (Rupees)

And the Second Party 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 First Party from the Second Party, 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 First Party. The details of the payment is given as here under:-

Cheque/DD No.	Amount	Dated	Name of the Bank

2. That the First Party has handed over the actual, physical, vacant possession of the said Plot unto the purchase and the Second Party 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 Second Party and Second Party 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 First Party or any other person claiming through or under the First Party.
4. That the First Party hereby undertake and agree to get the above said Plot mutated in the name of Second Party in all relevant revenue recorded and/or in any other records of any authority concerned and the First Party shall sign any or all documents required in this behalf and/or the Second Party get mutation at his own level on the basis of this sale deed even in the absence of the First Party.
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 First Party has subsisting right to sell, transfer and convey the same in any or all manners.
6. That the First Party hereby undertake to indemnify the Second Party in case any defect in the title of the First Party is found of the above said Plot.
7. That the Second Party has right to use in common any or all casement rights, common path, common stairs, common passage, common sewage, drainage etc.
8. That the First Party 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 Second Party.
9. That the Second Party 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 Second Party has right to use the Plot in all manners.

11. That the Second Party 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 Second Party 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 First Party, his legal heirs, other transfers or assigns shall have no right to object in any manner whatsoever it may be.
12. That the FIRST PARTY 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 First Party.
13. The Second Party 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, First Party and Second Party 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 is considered necessary the English language drafting shall prevail of all intents and purposes.

IN WITNESS whereof, it is declared by the First Party and the Second Party that this sale deed has been drafted by the advocate on their instructions and after satisfying the same in their vernacular, the First Party and Second Party have signed and executed this sale deed on the day, month and year, first hereinabove written in the presence of the First Party and the Second Party.

WITNESSES

1.

First Party

2.

Second Party