

**DEED OF CONVEYANCE**

**District** : **Paschim Bardhaman**  
**Mouza** : **Fuljhore**  
**Area of Flat** : **Sq. Ft. [Carpet]**  
**135 Sq. Ft. [Parking]**  
**Flat No** :  
**Sale Value** :  
**Market Value** :

**THIS SALE DEED IS MADE ON THIS THE \_\_\_ DAY OF .....,2022**

**BY AND BETWEEN**

**Sri INDROJIT BANERJEE [AADHAAR : 2747 7944 6312]** s/o Laxmi Kanta Shyam, by nationality - Indian, by faith - Hinduism, by occupation - Business, residing at Plot No. Y3, J P Avenue, Near IOCL Petrol Pump, Zonal Centre, Sagarbhanga Colony, Durgapur - 713211, Dist : Paschim Bardhaman, West Bengal of hereinafter called "Promoter" (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

(1) \_\_\_\_\_ [PAN - \_\_\_\_\_] S/O , D/O, W/O \_\_\_\_\_, by faith-\_\_\_\_, by nationality \_\_\_\_\_, by Profession \_\_\_\_\_ (2) \_\_\_\_\_ [PAN - \_\_\_\_\_] S/O , D/O, W/O \_\_\_\_\_, by faith-\_\_\_\_, by nationality \_\_\_\_\_, by Profession \_\_\_\_\_, both are resident of \_\_\_\_\_, Post Office: \_\_\_\_\_, City:-\_\_\_\_\_, P.S.-\_\_\_\_\_, District:-\_\_\_\_\_, West Bengal, India, PIN \_\_\_\_\_, herein after referred to as "**THE PURCHASER**" (which term shall include his heirs, executors, representatives and assigns) of the **SECOND PART**. [hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). (Please insert details of other allottee(s) in case of more than one allottee) The promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"]

**WHEREAS** out of the total 5 Katha or 323.752 SQMT of land in under Mouza : Fuljhore, JL No. 107, RS Plot Nos. 1233(P) LR Plot No. 6163, L.R. Khatian No. 6726, PS : New Township, Holding No. 2/N, Ward No. 26, under Durgapur Municipal Corporation, PIN - 713206, Dist : Paschim Bardhaman, West Bengal, India by virtue of a registered deed of gift being no. 020603456, Volume Number 0206-2016, Page from 55745 to 55757 in the year 15<sup>th</sup> June 2016 of the Addl. District Sub-Registry Office Durgapur from Smt. Pratima Banerjee w/o Sri Biswajit Banerjee

**AND WHEREAS** since of the aforesaid land details of which is mentioned in schedule below the Vendor all along owning & possessing the said land by exercise various over Act of possession and her name has duly been recorded in the L.R. Record of Right against L.R. Khatian No. 6726 of Mouza Fuljhore

**AND WHEREAS** by virtue of this Gift Deed the OWNER relinquish all right, title, interest along with necessary benefits, advantages, drains, paths, easement privileges and other interests



which at any time had or now have in any manner covering both in law and enquiry free from any encumbrance either factual or implied or latent whatsoever in favour of purchaser for good so that the purchaser shall be able to use, occupy, enjoy the schedule the property and every part thereof quite peacefully, freely and clearly to the exclusion of others and as such vendor shall keep the PURCHASER harmless and indemnified from any charges, attachments, executions, encumbrances, if any existed formerly or existing at the date of transfer which are not known to the PURCHASER.

**AND WHEREAS** the PURCHASER bind himself to execute Deeds, things, at the request and cost of the purchaser to do and execute or cause to be done anything which may effectual necessary for the PURCHASER to enjoy the property more fruitful and factually according to the true meaning and intent of this deed of conveyance.

**AND THAT SAID PURCHASER** shall and may from time to time and all times hereafter peaceable and quite enter upon, have, hold, occupy passes and enjoy the property hereby sold and receive and take the rents, issues and profits thereof and of every part thereof, without any let or hindrance whatsoever from only the said VENDOR or by any person, or persons claiming from, under or in trust of there.

The Vendor bind himself to declare that schedule below plot have not been gifted, sold out, transferred or indemnified for any liability or entered into any agreement with any third party or sub-judic of any court of been notified for any kinds of requisition and vendors sale out the same to purchaser having good marketable title without any kinds of encumbrances.

("OWNER") is the absolute and lawful owner of piece and parcels of Bastu Land, The Plot of land measuring about **323.752 SQM** under Mouza : Fuljhore, JL No. 107, RS Plot Nos. 1233(P) LR Plot No. 6163, L.R. Khatian No. 6726, PS : New Township, Holding No. 2/N, Ward No. 26, under Durgapur Municipal Corporation, PIN - 713206, Dist : Paschim Bardhaman, West Bengal, India., under (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Asansol Municipal Corporation, which is developed by **INDROJIT BANERJEE proprietor of IMPERIAL SOLAR SOLUTIONS** hereby agreed unto the proposal of the party of the Other Part upon receiving the consideration as claimed by the Party of the First Part in this regard and thereafter for acceding to the prayer made by the party of the Other Part in their representations as stated hereinbefore, sanction in terms of Building Memo No. **DMC/BP/CB/265/20** Dated 14<sup>th</sup> June 2022 has been issued by the **DURGAPUR MUNICIPAL CORPORATION**.

**NOW THIS DEED WITNESSTH** that in consideration of **Rs.**

**(Rupees**

**) only** paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No-\_\_\_\_\_ , on the (\_\_\_) \_\_\_\_\_ Floor** having **Carpet Area of (**

**) Square Feet with / without a medium size Car Parking space** at " **IMPERIAL ENCLAVE** " at Sampriti Park, Ward No. 26, PS : New Township, Durgapur - 713206 particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof **TO HAVE AND TO HOLD** the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or



defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., DURGAPUR FARIDPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

### FIRST SCHEDULE

#### (Said Land)

All that piece and parcel of Bastu Land measuring **323.752 SQM** under Mouza : Fuljhore, JL No. 107, RS Plot Nos. 1233(P) LR Plot No. 6163, L.R. Khatian No. 6726, PS : New Township, Holding No. 2/N, Ward No. 26, under Durgapur Municipal Corporation, PIN - 713206, Dist : Paschim Bardhaman, West Bengal, India

#### **BUTTED AND BOUNDED BY:**

<b>ON THE NORTH</b>	: 16 Feet Kancha proposed road
<b>ON THE SOUTH</b>	: Govt Nala
<b>ON THE EAST</b>	: Govt Nala & 16 Feet Pacca Road
<b>ON THE WEST</b>	: Land of Bose Babu

### SECOND SCHEDULE

#### **PART-I**

#### (Said Flat)

All that the unit being **Apartment No. \_\_\_\_\_ on \_\_\_\_\_ Floor**, measuring **(\_\_\_\_) Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in **"IMPERIAL ENCLAVE"** at Sampriti Park, Ward No. 26, PS : New Township, Durgapur - 713206 at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the schedule - Three hereunder).

#### **PART-II**

#### (Parking Space)

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

### THIRD SCHEDULE

#### **PART-I**

#### (Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.**
2. Corridors of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.** (Save inside any unit).
3. Drains & Swears of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.** (Save inside any unit).
4. Exterior walls of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.**



5. Electrical wiring and Fittings of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.** (Save inside any unit).
6. Overhead Water Tanks of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.**
7. Water Pipes of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.**
8. Lift Well, Stair head Room, Lift Machineries of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.**
9. Pump and Motor of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.**

#### **PART-II**

#### **(Share in General Common Portion)**

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.**
2. Drains & Sewages of **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur.** (Save inside the Block).

#### **FOURTH SCHEDULE 'RIGHTS OF THE PURCHASER'**

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely **IMPERIAL ENCLAVE "at Sampriti Park, Durgapur**

#### **FIFTH SCHEDULE 'PURCHASER'S/S' COVENANTS'**

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
  - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
  - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
  - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
  - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;



- e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
  - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
  - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
  - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
  - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
  - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
  - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
  - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
  - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
  - b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
  - c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
  - d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
  - e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;

- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

**MEMO OF CONSIDERATION**

**Received** on or before executing this agreement Rs. \_\_\_\_\_ ( **Rupees** \_\_\_\_\_ ) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

IMPERIAL SOLAR SOLUTIONS

*[Signature]*  
Proprietor

SIGNED AND DELIVERED

By the OWNER (S)

IMPERIAL SOLAR SOLUTIONS

*[Signature]*  
Proprietor

SIGNED AND DELIVERED

By the Developer (S)

SIGNED AND DELIVERED

By the PURCHASER (S)

WITNESSES:

Drafted by me and Typed at my office & I read over & Explained in Mother Languages to all Parties to this deed and all of them admit that the Same has been correctly written as per their instruction