

DEED OF CONVEYANCE

GRN No. : 19-201920-

Query No. :/2021.

Assessed Market Value: /-

Property hereby sold by this Deed is **One Residential Flat**, on the **First Floor** and a **Parking Space** situated at Mouza- **KULTI**, J.L. No- **16**, P.S.- **KULTI**, under **Asansol Municipal Corporation**.

THIS DEED OF SALE MADE on this the day of February 2021..

(2)

BETWEEN

SRI INDRA KUMAR GUPTA (PAN: ADBPG5174H), s/o Shri Prem Chand Gupta, by caste Hindu, Citizen of India, resident of Near Kali Mandir, New Road, Kulti, G.T.Road. P.O.Kulti, P.S. Kulti, Sub Division Asansol, A.D.S.R. Office Kulti, Dist. Paschim, hereinafter jointly and severally called the **FIRST PARTY / SELLER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, legal representatives and assigns) of **the FIRST PART**.

(3)

AND

1. SRI, (PAN No.) son ofLate
.....**AND 2. SMT.**..... ,
(PAN No. J) wife of Sri..... , both by faith
Hindu, by citizenship Indian, both by occupation.....
respectively, both are resident of, Sub-Division and A.D.S.R. Office at
....., Dist.- Bankura , Pin No.- ,
West Bengal, hereinafter referred to as **“PURCHASERS”/“SECOND PARTY”**
(which expression shall unless contrary or repugnant to the context include
their legal representatives heirs, successors, assigns) of the **SECOND PART**.

WHEREAS, the First Party/ land owner have seized and possessed of a piece of
land measuring 07(seven) Kathas at New Road Kulti ,Asansol Municipal
Corporation, P.S. Kulti, District Paschim Bardhaman more fully described in
Schedule-A hereto and demarcated in red in the plan annexed hereto and hereafter
collectively called the **“Said Property”**.

AND WHEREAS, first party / land owners have duly recorded their names
in the records of rights and are paying Khajna to the State of West Bengal in
their own names.

AND WHEREAS, since the date of acquirement of the “A” schedule land the
Owners / First Party are in peaceful possession of the same.

(4)

AND WHEREAS, the First Parties / Land Owners do not have experience and financial support so much so to raise a multi storied building.

AND WHEREAS, the Owners / First Party so much so to raise a multi storied building over the 'A' Schedule land have entered into a Deed of Development Agreement with the Second Party/Developer, vide Deed No. I- of the year....., executed and registered before the A.D.S.R. Kulti and to carry out the construction work together with selling right interalia amongst other powers.

AND WHEREAS, for raising the multi storied building over the 'A' Schedule land the Second Party/Developer obtained sanction building plan in the name of the First Party/Land Owners from the office of the Asansol Municipal Corporation, being memo No.-dated.....

(4)

AND WHEREAS, the Second Party / Purchasers proposed unto the First Party / Seller to sell the “B” schedule property to the Purchasers.

AND WHEREAS, the First Party / Seller proposed the Purchasers to pay the sum of Rs...../- (.....) only as total consideration price towards acquiring of the “B” schedule property.

AND WHEREAS, the Second Party / Purchasers have agreed to pay the said consideration price of Rs...../- (.....) only unto the Second Party / Sellers towards acquiring of the “B” schedule property.

AND WHEREAS, the Purchasers paid the sum of Rs. /- (.....) only the Second Party / Seller as per memo of consideration herein below in respect of purchasing of the property mentioned in the schedule “B” and the Second Party / Seller hereby duly acknowledge the receipt of the same from the Purchasers.

AND WHEREAS, the Parties thought it prudent to enter into a Deed of Sale to complete the aforesaid transaction.

NOW THIS DEED WITNESSETH

That in pursuance of the Agreement for Sale between the Parties and in consideration of the sum of Rs. /- (.....) only as per memo of consideration from the purchasers the seller doth hereby grant, convey and transfer unto the purchasers all that “B” schedule property along with “C” schedule common rights and facilities unto and to the use of the said purchasers together with the right of path, passage, lights, liberties, privileges easement and appurtenances whatsoever attached and concerning to the said property

Contd...P/5.

(5)

described in the schedule hereunder and delivered possession of the schedule property unto the purchasers free from all encumbrances together with all right, title, interest and easement and privileges and all common and absolute enjoyment and right the sellers have had and so long enjoyed and also of areas TO HAVE AND TO HOLD the hereditaments hereby granted and conveyed unto and to the use of the purchasers their heirs, successors, executors, administrators and assigns, forever AND THAT the seller doth hereby for themselves and their heirs, successors, executors, administrators and assigns covenant with the said purchasers and declare that they are seized and possessed of and have not in any way encumbered or charged or caused anyway the schedule property conveyed by this Deed of Sale and that the said purchasers their heirs, successors, executors, administrators and assigns shall and may at all times peaceably and quietly possess the said property and receive rents and profits thereof without interruption, claim or demand whatsoever from, or by the said seller or any persons lawfully equitably claiming from under or in trust for the seller and that the purchasers was at liberty to use and enjoy the property according to the purchaser's own choice and preference AND THAT the said seller will for all times to come at the request and cost of the purchasers their heirs, executors, administrators or assigns do or execute or caused to be done or execute all such acts, deeds and things and to swear affidavit/affidavits and to appear personally or through authorized person for further and more perfectly assuring the title of the purchasers.

That the purchasers at their own cost and expenses shall maintain their "B" schedule property sold to them by repairing, plastering, white washing of the walls and colour washing, doors including renovation, replacement, etc. without causing any damage or detriment to the adjoining units/walls belonging to other occupant(s) of the said building on "A" schedule land.

Contd...P/5.

(5)

That the purchasers shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structures, pillars, constructions and roof of the "A" schedule building.

That the purchasers shall have to pay proportionate Tax and rents which may be assessed of the "A" schedule building to appropriate authority and shall have to bear their share of expenses required for maintenance of the common portions and areas including common passage, common electric etc. etc.

That every internal walls separating the "B" Schedule property shall be the common wall and cannot be removed or destroyed of the building on the "A" schedule building.

That the purchasers by virtue of this Deed of Sale shall be competent and entitled to get their name mutated in the records of B.L. & L.R.O. Asansol, under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation or before any other authority and the seller undertake to render all such help and assistance as will be found essential in this regard.

That the purchasers prior to purchase of the "B" schedule property have made necessary inspection thereof and being satisfied with the same have taken possession of the said property hereby sold.

It is also mentioned that the right of the purchasers as stated in this deed remain restricted only to the said unit mentioned in the "B" schedule along with common facilities in the said building and the purchasers shall not claim or be entitled to claim any right, title, interest otherwise and/or demand whatsoever or howsoever over the other portions of the said building including the roof of the Top Floor which will always remain as the sole and exclusive property of the seller and the seller is entitled to raise further construction upon the roof of the said building, subject to approval from the competent authorities and roof shall remain the absolute property of the seller.

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(6)

Be it further covenanted that the purchasers their heirs, successors, administrators or assigns shall enjoy the property with all right, title, interest of the seller according to their choice, preference and necessity including all sorts of transferring rights by way of sell, gift, mortgage or creating tenancy, by the purchasers towards the conveyed property and to pay tax/taxes to the State Government, Panchayat, in the name of the purchasers and to get receipt thereof.

Schedule-A

In the District of Paschim Bardhaman , P.S. Kulti and A.D.S.R. Office Kulti, within Mouza- Kulti , J.L. No. 16 under the limits of Asansol Municipal Corporation, all those Bastu class of land measuring an area of 07(seven) Kathas Comprised in and being part of L.R Plot No- 993, L.R. Khatian No- 4150 & known as **SUNDARAM ENCLAVE** which will consists several self-contained residential flats/parking space, garage, etc. the property is butted and bounded by :-

On the North : By S.I. Colony

On the South : By G.T.Road

On the East : By 4' Wide Gali

On the West : By the House of Pranab Sil

Together with a Multi-storied (B+G+4) residential cum commercial building thereon, styled as“ ”.

(7)

SCHEDULE "B"(Common portions)

1. Stair case.
2. Stair case landing upto the top floor.
3. Common passage, entrance and open space.
4. Deep Tube-well with pump, water pipes, underground water reservoir, overhead Water tank, and other plumbing's and septic tank.
5. Transformer & electrical fittings, Electrical wirings for pump, stair case lights, Electric meters and fittings.
6. Drainage and sewerage.
7. Boundary walls, maing ate.
8. Pump motor room, electric meter room in the Ground Floor of the said building.
9. Lift.

MEMO OF CONSIDERATION

Total Consideration Price is Rs..... (.....)only.

(8)

IN WITNESSES WHERE OF the Seller put his signature unto these present day, month and year mentioned at the outset.

WITNESSES:

1.

2.

Signature of the "SELLER"

Prepared by me as per instruction of the Sellers and readover and explained the content to the Sellers & printed in my office.

Sheet containing the finger prints of both hands of the Parties herein along with their self attested photograph is attached with this Deed to be as part of this Deed.