DEED OF CONVEYANCE

GRN No. : 19-202220-

Query No. : ...../2025.

Assessed Market Value:...../-

Property hereby sold by this Deed is **One Residential Flat**, on the **First Floor** and a **Parking Space** situated at Mouza- **Asansol**, J.L. No- **20**, P.S.- **Asansol (S)**, under **Asansol Municipal Corporation**.

THIS DEED OF SALE MADE on this the day of Feb 2025.

BETWEEN

M.R. CONSTRUCTION COMPANY (PAN: AANFM5800F), being a registered partnership firm having its registered office at 1/45,M.N.Saha Road, Asansol, P.O.Asansol-713301, P.S.Asansol(S) District Paschim Bardhaman ,represented by its partners **(1) Md. Rafique Ansari** s/o Late Abdul Jalil Ansari, by faith Muslim, by citizenship Indian, by occupation Business, resident of Usha Apartment at 1/45 M.N.Saha Road, Asansol, P.O.Asansol-713301, P.S. Asansol(S) District Paschim Bardhaman and **(2) Shri Madhabendra Nath Roy** s/o Late Baidyanath Roy, by faith Muslim, by citizenship Indian, by occupation Business, resident of Village Asansol - 713301 P.S. Asansol(S) District Paschim Bardhaman 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, executors, administrators, legal representatives and assigns including those of the respective partners) of the FIRST PART.

AND

1. SRI ……, (PAN No.) son of ……..AND **2. SMT…… ,** (PAN No. J) wife of Sri…… , both by faith Hindu, by citizenship Indian, both by occupation…… respectively, both are resident of Asansol, Sub-Division and A.D.S.R. Office at ……, Dist.- Paschim Bardhaman, 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 ___ Cotthas at Gour Mondal Road, opp Hutton Road, P.S. Asansol (S), Asansol- 713301, West Bengal 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.

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. Asansol and a General Power of Attorney empowering the Second Party/ Developer 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……

AND WHEREAS, the Second Party/Developer as per the building plan of the A.M.C. constructed a multi storied building over the 'A' Schedule land.

AND WHEREAS, as per the aforesaid Deed of Development Agreement Cum General Power of Attorney the Developer / Second Party have been allotted with the "B" schedule property along with other properties.

AND WHEREAS, the Developer / Second Party has became the owner of the "B" schedule property and the Developer / Second Party is fully authorized and have every right to sell the "B" schedule property to any intending purchasers and also to receive and realise the consideration price thereto.

AND WHEREAS, the Developer / Second Party (the "Seller" herein) so much so to acquire other valuable property elsewhere has decided to sell the "B" schedule property.

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AND WHEREAS, the Third Party / Purchasers proposed unto the Second Party / Seller to sell the "B" schedule property to the Purchasers.

AND WHEREAS, the Second 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 Third 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

Contd…P/4.

to the said property 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 off 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 posses 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.

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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 alongwith 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.

Contd...P/7.

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

ALL THAT piece and parcel of land situated at Within the District of Paschim Bardhaman, PS Asansol (S), Mouza Asansol, JL No 20, under the limits of Asansol Municipal Corporation, all that 'Bastu' class of land measuring an area of 16.50 Decimal Comprised in and being part R.S. PLOT NO.- 7155, L.R. PLOT NO. - 9056, L.R. KH. NO.- 36266 Ward No.47 & known as **MR NIVAASA** which will consists several self-contained commercial/ residential flats/parking space, garage, etc. the property is butted and bounded by :-

On the North : Property of Sahadeb Rahaman
On the South : House of Banku Bihari Mandal
On the East : Railways Quarters
On the West : 20'ft Gour Mondal Road

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

Contd...P/9.

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, maping etc.
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.

Contd...P/9.

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.