

DEED OF CONVEYANCE

THIS DEED OF ABSOLUTE SALE is made and executed on
the _____ Day of _____ 2020(Two Thousand
and Twenty)

B E T W E E N

PARK PROPERTIES

Utpal Maity
Proprietor

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SRI UTPAL MAITY (PAN No. AGTPM4770C), S/o, Late Gostha Behari Maity, aged about 63 years, by caste-Hindu, by Nationality-Indian, Proprietor of PARK PROPRIETOR a Proprietorship Firm having its office at 638, Dum Dum Park, P.S. Lake Town, Kolkata-700055, hereinafter called the "SELLER"(which expression shall mean and include his legal heirs, successors, successor-in-interest, executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

SRI _____ (PAN No. _____)
S/o, _____, aged about _____ years, by caste _____, by Nationality- Indian, residing at _____

Hereinafter called the "PURCHASER" which expression shall mean & include his/her/their legal heirs, successor, successor-in-interest, executor, legal representatives, administration & assign) of the OTHER PART.

The SELLER and the PURCHASER are hereinafter referred collectively as Parties and individually as Party.

WHEREAS the SELLER is the Developer and Legal Constituted Attorney is going to construct a multi-storied building (G+5) over the

PARK PROPERTIES

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Piece and parcel of BASTU LAND measuring about 05(Five) Cottahs be the same or a little more or less, lying and situated at Dag No. 2352, J.L. No. 32/20(new), 17(old), Mouza- Shyamnagar, Plot No. 121, Municipal Holding No. 164, Dum Dum Park, P.S. Lake Town, A.D.S.R. Bidhan Nagar (Sale Lake City) Ward No. 28, Kolkata-700055, under South Dum Dum Municipality in the District of North 24 Parganas, morefully and particularly described in the schedule hereunder written and hereinafter referred to as the "SCHEDULE PROPERTY".

AND WHEREAS the schedule property was the acquired by Sri Dibyendu Bhattacharjee and Sri Sarbendu Bhattacharjee as their inheritance property and entered into a Development Agreement with the Seller herein as Joint Venture basis by virtue of a **Registered Development Agreement which registered on 14.02.2019, vide Deed No. 190401520, which copied and recorded in Book No. I, Volume No. 1904-2019, Pages 87291 to 87335 at A.R.A. IV Kolkata for the year 2019 with several terms and conditions and also execute a Registered Development of Attorney in favour of the Seller herein on 05.03.2019, Vide Deed No. 190402237 which copied and recorded in Book No. I, Volume No. 1904-2019, Pages 136770 to 136793 at A.R.A. IV Kolkata for the year 2019.**

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AND WHEREAS the Seller hereinafter obtain the said Power of Attorney is going to develop and construct a G +5 storied building complex over the said schedule property which is free from all encumbrances, title and interest free and marketable.

AND WHEREAS the Seller being in need of funds to meet his personal commitments and family expenses have decided to sell the **SCHEDULE PROPERTY** and the **PURCHASER** has agreed to purchase the same.

AND WHEREAS the **SELLER** agreed to sell, convey and transfer the **SCHEDULE PROPERTY** to the **PURCHASER** for a total consideration of Rs. _____

Only and the **PURCHASER** herein agreed to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the _____.

NOW THIS DEED OF SALE WITNESSETH:

1. That in pursuance of the aforesaid agreement and in consideration of a sum of Rs _____

PARK PROPERTIES
Harpal Kaur
 Proprietor

Only received by the SELLER in cash/cheque/bankdraft and upon receipt of the said entire consideration of Rs _____, only (the SELLER doth hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER doth hereby sells, conveys, transfers, and assigns unto and to the use of the **PURCHASER AND SCHEDULE PROPERTY** together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the **SELLER** to and upon the **SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY** hereby conveyed unto the PURCHASER absolutely and forever.

2. THAT THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

- i. That the **SCHEDULE PROPERTY** shall be quietly and peacefully entered into and held and enjoyed by the Purchaser without any interference, interruption, or disturbance from the Seller or any person claiming through or under him.
- ii. That the Seller have absolute right, title and full power to sell, convey and transfer unto the Purchaser by way of absolute sale and that the Seller have not done anything or knowingly suffered

PARK PROPERTIES

Htpal Kaity
Proprietor

anything whereby their right and power to sell and convey the Schedule Property to the Purchaser is diminished.

- iii. That the Property is not subjected to any encumbrances, mortgages, charges, liens, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the Seller shall discharge the same from and out of his own fund and keep the Purchaser indemnified.
- iv. That the Seller hereby declares with the Purchaser that the Seller have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the Schedule Property up to the date of execution of this sale deed and the Purchaser shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the Seller.
- v. That the Seller have handed over the vacant possession of the Schedule Property to the Purchaser on _____ and delivered and connected original title document in respect of the Schedule Property hereby conveyed on the date of execution of these presents.

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Hopal Maity
Proprietor

- vi. That the Seller will at all times and at the cost of the Purchaser execute, register or cause to be done, all such acts and deeds for perfecting the title to the Purchaser in the property hereby sold and conveyed herein.
- vii. That the Seller do hereby covenants and assures that the Purchaser is gentle to have mutation of his name in all public records, local body and also obtain all documents in the name of the Purchaser and undertakes to execute any deed in this respect.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land measuring about 05(five) Cottahs which lying and situated at Mouza-Shyamnagar, Dag No.- 2352, J.L. No. 32/20(new), 17(old), Mouza- Shyamnagar, Plot No. 121, Municipal Holding No. 164, Dum Dum Park, P.S. Lake Town, A.D.S.R. Bidhan Nagar (Sale Lake City) Ward No. 28, Kolkata-700055, which is butted and bounded by:-

On the North	:	30ft. wide road
On the South	:	Plot No. 136
On the East	:	Plot No. 120
On the South	:	Plot No. 122

PARK PROPERTIES
Upal Maity
 Proprietor

IN WITNESS WHEREOF THE SELLER and the Purchaser have set their signatures on the day, month and year first above written.

Witness:-

1.

SELLER

2.

PURCHASER

PARK PROPERTIES

Utpal Maity
Proprietor