

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this Day of in the
year 2025.

J. N. CONSTRUCTION
md. mustafiz. Ali
Proprietor

BETWEEN

- 1. SHRI ANKUR MANDAL, (PAN - AVBPM8751A)** S/o Shri Adhir Mandal, by occupation – Business, by faith – Hindu,
- 2. SMT. BANI MANDAL, (PAN - BKFPM0888C, AADHAAR - 7074 5728 8939)** W/o – Shri Ankur Mandal, by occupation – Housewife, by faith – Hindu both are residing at Village – Mahasol, P.O. & P.S. - Salboni, Dist. - Paschim Medinipur, 721132.
- 3. MD. MUSTAKIM ALI, (PAN - AHNPA1270A, AADHAAR -2389 0091 0012)** S/o - Lt. Mathin Ali, by occupation – Business, by faith – Hindu,
- 4. LILUFA BEGAM, (PAN - BADPK7283H, AADHAAR -9453 1847 0825)** W/o - Md. Mustakim Ali, by occupation – Housewife, both are residing at Habibpur, P.O. & P.S. – Midnapore, Dist. – Paschim Medinipur, 721101 represented by their Attorney Md. Mustakim Ali, S/o, Lt. Matin Ali residing at Habibpur, under p.s. Midnapur Dist. Paschim Medinipur by virtue of power of attorney of i and ii **being no.4249/2020** and **being no. 4250/2020** as well as for self Of Vill. hereinafter referred to as the owners/ 1st Party, (Which term or expression unless excluded or repugnant to the context shall mean and include their heirs, executors, administrators representatives assigns) party of the 1st part, represented by its registered constituted attorney being no. **5243/2016** here-in-after referred to as the **LAND LORDS / VENDORS / SELLERS** (which expression shall unless excluded by or repugnant to the subject be deemed to mean and include their respective heirs, executors, assigns and administrators) of the **FIRST PART.**

AND

J.N. CONSTRUCTION, (PAN – AHNPA1270A) a Proprietorship firm having its office at Habibpur, P.O. & P.S. – Midnapore, Dist. – Paschim Medinipur, Pin – 721101.

Consisting of and being represented by –

MUSTAKIM ALI, (PAN – AHNPA1270A, AADHAAR -2389 0091 0012) S/o - Late Matin Ali, residing at Habibpur, P.O. & P.S.- Midnapur, Dist.- Paschim Medinipur, Pin – 721101 hereinafter jointly and severally called and referred to as the **SECOND PARTY** (Which expression shall unless excluded by or repugnant to the Context be deemed to mean and included their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART/ CONFIRMING PARTY/ DEVELOPER.**

BUYER:

....., (**PAN** -
Aadhaar -), W/o
....., by faith Hindu, Citizen of India, by
occupation, both are residing at
....., P.O. & P.S. –, Dist.
..... hereinafter called and referred to as the
“PURCHASER” (which terms or expression shall unless excluded
by or repugnant to the context be deemed to include his/her heirs,
executors, administrators, legal representatives and assigns) of the
THIRD PART.

AND WHEREAS The **OWNER/VENDOR** become absolute owner of the property as described in the schedule A below.

WHEREAS THE OWNER/VENDOR development agreement being no.
..... of dated

..... in respect of the schedule property with **M/S J.N. CONSTRUCTION**, a proprietorship firm represented by its partners being the confirming parties of this deed.

AND WHEREAS a piece of Bastu land measuring more or less 0.0790 acre of R.S Plot No. 30 Khatian No.1/33,L.R.Plot No.1333,L.R. Khatian No.2767,2768, 2769,2770 of Mouza Narampur J.L.No.174 P.S. Midnapur within Midnapur Municipality holding no., Dist. Paschim Medinipur described in the schedule A below belonged to Satya Kinkar Pandit by virtue of purchase being sale deed no.5000/1967.

AND WHEREAS on the death of Satya kinkar Pandit the same was inherited by his wife Sunita Pandit and three sons namely , Ranjit, Bani and Ajit,in equal share having 1/4th each.

AND WHEREAS thereafter the said Sunita and his two sons Bani and Ajit executed their $\frac{3}{4}$ share jointly gifted their share in favour off Ranjit Pandit by virtue of a regd. Deed of gift no.703/1977.

AND WHEREAS, by virtue of the said deed of gift Ranjit became the 16 annas owner including his own share in respect of the property inherited from his father Satya Kinkar Pandit.

AND WHEREAS subsequently the said Ranjit Pandit out of the said property transferred 4.14 dec of property with one storied house in favour of Sri Ankur andal and his wife bani Mandal by virtue of a regd. deed of sale being no.3005/2020 and the rest half of the said property with an area of 4.15 dec of land has also been transferred by the said Ranjit Pandit in favour of Md.Mustakim Ali and his wife Lilufa Begum by virtue of another deed of sale being no 3006/2020.

AND WHEREAS the said transferees since their purchase exercised their right, title, interest and possession over the said land as described in the schedule A below and recorded ttheir names in the current settlement under

the L.R.. Act being L.R. Khatian no.2767,2768,2769,2770 with classification udbastu.

AND WHEREAS the said purchasers/owner have duly applied for conversion to the prescribed authority for change of classification from udbastu to bastu and t the permission have been accorded with effect from 24.4.2023.

AND WHEREAS in the said agreement for development of the A Schedule property it was provided that the confirming parties will make construction of multistoried residential building in the afore said “A” schedule property.

AND It was also provided that out of said construction building the DEVELOPER/CONFIRMING PARTIES get and the OWNERS/VENDORS will get of the total project in the “A” schedule property within the stipulated period.

AND WHEREAS, the said **DEVELOPER/CONFIRMING PARTIES** made the construction as stated above.

AND WHEREAS, the **OWNERS/VENDORS** has decided to transfer by the way of sale in the respect the said property out of allotted own

WHEREAS the “B” schedule property out of own allotted property of the **OWNERS/VENDORS** has intent to transfer the same by the way of registered Sale Deed being the absolute owner and possessor of the said property.

WHEREAS The **OWNERS/VENDORS** became absolute owner of the ‘Said Property’ by purchase from their vendors by dint of several deed of sale executed in the year being Nos. transferring an area of about decimal respectively which

was duly registered at office of Additional District Sub Registrar at Midnapore, and possess the same in assertion of their right, title, interest and possession therein. Out of the same and area of land measuring decimal is the subject matter of the instant project which has been more fully described in the **Schedule “A”** hereunder written.

AND WHEREAS the land owners already obtained approval of the building plan for construction of Basement+G+7 residential cum commercial building on the said plots of Vastu Property, comprising several self-contained flats , Car Parking other spaces, which are particularly described in Schedule “B”, by Midnapore Municipality, Paschim Medinipur **vide their memo No. PW dated**

WHEREAS the Owner/Vendor are the seller of **ALL THAT a Flat No.....** on the **Floor** at “.....” marked in the Drawing and Brochure, measuring about **carpet area Sq. ft., covered area** and **super built-up are Sq. ft.** little more or little less arrived after final measurement together with undivided proportionate and impartible share and/or interest in the walls, common corridor, stairs, lift and land underneath the said building along with common rights, facilities and amenities thereto at premises in Plots No. of J.L. No. 178, Mouza - Narampur, under Midnapore Municipality, Paschim Medinipur.

AND WHEREAS the party/parties of the Third Part has inspected the original title, deeds and the relevant documents pertaining to the ‘said property’ and has satisfied himself/herself in this respect.

AND WHEREAS the party of the Third Part has made necessary title search in relevant registry office, office in respect of the said property;

AND WHEREAS the Vendor/Promoter herein has completed the construction in compliance with the sanctioned plan of “.....” at Mouza - Narampur, under Midnapore Municipality, Paschim Medinipur situate in Schedule “A” property and the Unit is now in habitable condition and obtained completion certificate from **the Midnapore Municipality vide their Memo No.PW, dated**

AND WHEREAS the **PURCHASERS** herein having paid the full consideration **Rs. /-** on different dates as shown in the Memo of Consideration appended hereto and as per terms of sale agreement called upon the vendor to execute and register an appropriate Indenture of Conveyance to transfer the said **Unit** in the name of the said **PURCHASERS. ALL THAT** one complete **Unit** in the **Flat No.** in the **..... Floor** of the “.....” marked in the Drawing annexed to this indenture, measuring about **carpet area**, **covered area** and **super built-up area** little more or little less arrived at on physical measurement done jointly by vendor/promoter and the **PURCHASERS** at the finished stage, square feet built up area of the Unit plus 25% for proportionate area of common passage, lift & stair cases, overhead tanks, lift and stair roofs being the super built up area as shown in the building plan attached hereto together with undivided proportionate areas of internal facilities like Common Corridor, Veranda/ Passage, Lifts, Stair Cases, Overhead Tanks, etc with flooring by vitrified tiles/marbles, granite tables in the steps and stairs, etc more fully described in the Schedule “C” written hereunder for a total final consideration of **Rs./- (Rupees Only).** The Vendors have also agreed to execute the same sale deed in favour of the **PURCHASERS.**

NOW THIS INDENTURE WITNESSETH:

That in pursuance of the said agreement and in consideration of the full value of **Rs./- (Rupees Only)** truly paid by the **PURCHASERS** to the Vendors/ Developers (Particulars of such payments are mentioned in the Memo of consideration hereunder written), the receipt whereof the Vendors/ Developers do hereby as well as by the Memo hereunder written admit and acknowledge before the execution of these presents the Vendor doth hereby release and forever discharge free from all encumbrances, the said **Unit** the **Flat No.** in **..... Floor** in “.....” measuring about **carpet area, covered area** and **super built-up area** more or less super built up area of the shop plus 25% for proportionate area of common passage, lift & stair cases, overhead tanks, lift and stair roofs) being the super built up area as shown in the drawing attached, the Vendors/Developers doth hereby sell, grant, transfer, convey, assigns and assure unto the PURCHASERS **ALL THAT** one complete Residential Flat in the **..... Floor Flat No.** more fully described in the **SCHEDULE “C”** written hereunder, shown and delineated in the Map or Plan annexed herewith and marked with red colour, together with undivided proportionate share in the land, Dag No., under Khatian No. more or less and adjacent to each other situated at Mouza – Narampur, J.L. No. 178 within Midnapore Municipality, Police Station: Midnapore, District: Paschim Medinipur, more fully and particularly described in the SCHEDULE “A” hereunder written and referred to as “the said Unit and also together with proportionate right of the common passages, areas, facilities and amenities provided to the said premises free from all encumbrances and also with the right of user of common areas for more beneficial and use of the said flat without causing any disturbance and interference to the Vendors and/or occupiers of other portion of the said building more particularly described in the SCHEDULE “D” written hereunder, **OR HOWSOEVER OTHERWISE** the said Unit now is or at any time hereinbefore was situated butted bounded called, known,

numbered described and distinguished and also the ancient or other rights, liberties, privileges, easements, and appurtenances whatsoever to the said flat belonging or otherwise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right title interest use trust property claim and demand whatsoever both at law and in equity of the Vendor into upon or in respect of the said flat **TO HAVE AND TO HOLD** the same along with undivided proportionate share of land in the said premises hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the PURCHASERS absolutely and forever with easement and quasi easement rights. One sketch map attached with this deed will form part of the deed.

THE VENDORS/DEVELOPERS BOTH HERE BY COVENANT WITH THE PURCHASERS as follows: -

- a) That notwithstanding any act, deed matter or thing done by the Vendors or knowingly suffered to the contrary the Vendors is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Unit together with the properties appurtenant or expressed intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition or trust or any other thing whatsoever, nor contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act, deed matter or thing as aforesaid the Vendors have now rightful power and absolute authority to sell, grant, transfer and convey the said flat and the proportionate undivided share or interest in the said Land and the right of user of common areas and parts and the privileges and facilities hereby sold, granted, transferred, conveyed, assigned and

assured or expressed or intended so to be unto and to the use of the PURCHASERS.

- b)** That the PURCHASERS and his legal heirs shall and will at all times hereafter peacefully and quietly, hold, possess and enjoy the said Unit as absolute owner and the properties appurtenant thereto and receive the rents, issues and profits thereof and has right to transfer by way of sale, lease, gift, will and/or mortgage etc. without interruption claim and demand whatsoever from or by the Vendor or from any person or persons lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust for the Vendor.

- c)** That the Vendors and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said Unit or any part thereof or from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the PURCHASERS do execute or cause to be done or executed all Such acts, deeds and things whatsoever for further better and more perfectly assuring the said flat and every part thereof and the properties appurtenant thereto unto and to the use of the PURCHASERS in the manner aforesaid as shall or may reasonably be required.

- d)** That the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS produces or cause to be produced to the PURCHASERS or to his Advocate or agents at any time of hearing commission examination or otherwise as occasion shall require the deeds and documents mentioned and described herein (as well be available with the Vendor for the purpose of showing the PURCHASERS title to the said flat and the said proportionate undivided share or interest in the said land or ground and the user of common areas and privileges and facilities hereby sold, granted, conveyed, transferred and assigned or expressed

or intended so to be and every part thereof and also at the like request and costs deliver or cause to be delivered to the PURCHASERS such attested or other copies or extracts from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident of acts god keep the said Deed and documents safe un-obliterated and un-cancelled.

- e) That the Vendor will co-operate with the PURCHASERS in getting the name of the PURCHASERS mutated, in the records of the Midnapore Municipality and the appropriate B.L. & L.R.O.
- f) The Vendors shall on being called upon by the PURCHASERS sign all papers, applications and/or make declarations affidavits and other writings and as may be necessary and thought fit for the purpose of formation and/or registration of the Association.
- g) The simultaneously with the execution and registration of the Deed of Conveyance, the Vendors shall deliver Khas vacant and peaceful possession of the said Unit to the PURCHASERS, in as is where is condition.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS as follows: -

- a) That the PURCHASERS shall never claim partition of the undivided share and the same shall always remain impartible.
- b) That apart from the said Unit and the properties appurtenant thereto the PURCHASERS shall not have nor shall claim any right title, or interest of any nature whatsoever in any other part or parts of the building and the land save and subject to the right to use the common portions in common with the Co- owners.

- c)** The PURCHASERS shall observe, fulfill and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the Unit and for the common purpose, Vendor and/or the Co-owners.
- d)** That the PURCHASERS have inspected the title in respect of the said land and also the building plans in respect of the building and the unit and is fully satisfied about the same and the construction of the building including the unit and the common portions.
- e)** To co-operate with the Vendors and the co- owners in the acts relating to common purpose.
- f)** To allow the Vendors and its workmen to enter into the Unit and the other parts for carrying out the works required for common purposes upon reasonable notice to the PURCHASERS.
- g)** To pay proportionate share of the common expenses regularly and punctually.
- h)** To pay regularly and punctually all outgoing and the revenue rates and taxes in respect of the Unit and the land and the common portions proportionately for the period after the date of delivery.
- i)** To pay regularly and punctually for all charges for the electricity consumed in the said unit wholly and the common parts proportionately.
- j)** To Keep and maintain the Units, periphery walls, partition walls, sewers, drains pipes and appurtenances within the unit in a good state of repair and conditions.
- k)** Not to use the unit to permit use of the same for any other purpose other than for residential purposes.

- l)** Not to use the Unit for any illegal or immoral purpose or for any purpose which may or likely to cause nuisance or annoyance to the owner and occupiers of the other units in the same building or to the owner and occupiers of the neighborhood.

- m)** Not to store in the Unit any goods or hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as be required for normal residential purpose.

- n)** Not to do anything in the said unit which may cause or tend to cause damage to any flooring or ceiling or any unit over or below or to the said unit or in any manner interfere with the use and enjoyment thereof or any open space passage, stairs, landings or other amenities available for common use.

- o)** Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said unit or any part thereof which may cause inconvenience to the co-owners and contradictory to the sanctioned Plan.

- p)** Not to change the outer elevation of the building or decorate the exterior of the Unit otherwise that in the manner similar to which the same is at present decorated.

- q)** All payments to be made by the PURCHASERS as mentioned above shall be made from time to time and within Seven days of a bill of demand being sent to the PURCHASERS.

- r)** So long as the said unit be not separately assessed for B.L. & L.R.O. revenue rates and taxes, Municipal Taxes, the PURCHASERS shall pay to the Vendor proportionate share of the B.L. & L.R.O. Revenue

rates and taxes, Municipal Taxes has been assessed for the land and the building and the liability for such payment by the PURCHASERS to the Vendor shall accrue from the date of deliver.

- s)** That after registration of the Unit in favour of the PURCHASERS, the PURCHASERS and/or other Unit owners will form a REGISTERED SOCIETY / FLAT OWNERS ASSOCIATION for the said “.....” for effective and proper administration and for the maintenance and repair of the entire common areas and facilities and/or relating to the building. The PURCHASERS will strictly abide by the provisions as may be stipulated by the Association/ Society when formed or otherwise that may be mutually agreed upon by and between the PURCHASERS and owners/occupiers of other Units in the said buildings and the PURCHASERS will pay appropriate share of common expenses as may be levied by the Society and the Government and local authorities.
- t)** The PURCHASERS shall not throw or accumulate any dirt, rubbish or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the building or the premises except the place provided for the said proposes.
- u)** The PURCHASERS shall hereafter peaceably and quietly, hold, possession and enjoy the said property in Khas without any claims or demands whatsoever from the Vendor or any person claiming through or under them.
- v)** The PURCHASERS shall have absolute right to sell, transfer, gift, mortgage the said Unit and the car parking space (If allotted) with proportionate share of land like other properties.

- w) The PURCHASERS have further agreed to have the flat registered under the West Bengal Apartment Ownership Act, 1972 or any other similar Act along with the other Flat Owners.
- x) The PURCHASERS undertake to pay “Service Tax” if imposed by Authority in future whether it is applicable or not or Central Govt. amends the Provision for the said Tax.

SCHEDULE - “A”

(DESCRIPTION OF THE LAND OF THE OWNERS UPON WHICH THE BUILDING WILL BE CONSTRUCTED)

All That the piece and parcel of land

Within Dist. - Paschim Medinipur, P.S. – Kotwali, Mouza - Narampur, J.L.

No. 172, Midnapore Municipality

Khatian No. 1/33

L.R. Khatian No. – 2767, 2768, 2769 and 2770

R.S. Plot No. 30

L.R. Plot No. 1333

Measuring = 0.0790 Acre Shown specifically in the map annexed

BUTTED AND BOUNDED

On the North –

On the South – Municipal Road.

On the East –

On the West –

SCHEDULE “B” ABOVE REFERRED TO

(PROPOSED BUILDING TO BE CONSTRUCTED – FLOOR PLAN)

ALL THAT five storied (Basement + Ground + 7) building to be constructed on the land which is more fully described in the Schedule – “A”, hereinabove

to be named as “.....” consisting of several self-contained flats and shops.

SCHEDULE “C” ABOVE REFERRED TO:
(PARTICULARS OF THE PURCHASERS’S ALLOCATION)

ALL THAT piece and parcel of proposed self-contained the **Flat No.** in the **Floor of** “.....” measuring **Carpet Area**, **Covered Area** and **Super Built-up area** and **Open Car Parking Space** purchased fully complete in habitable condition together with undivided proportionate and impartible share and/or interest in the land described in the **SCHEDULE “A”** above and together with proportionate share in the common areas and common amenities and facilities to be provided viz., corridor, stairs, lift, etc in the said building.

Set Forth Valued of Unit - Rs./- and **Assessed Market Value of the Unit Rs.**/-

SCHEDULE “D” ABOVE REFERRED TO:
(COMMON AREAS/ FACILITIES/ AMENITIES ETC)

Common are, common parts, facilities and amenities as referred to herein above shall be proportionate attributable to the each flat which include the following: -

1. Foundation column, beams, support, main walls, boundary walls, common drains, sewerage system common spaces, corridors, lobbies.
2. Common lift / stair case from ground floor landing up to Top floor.
3. Septic tank, overhead water tank.

4. Electrical meter, pump and motor, pipe and conducts and walls apparatus and installations in the said building for common use.
5. Entrance passage of the building to be the common entrance up to Flat/Shop.
6. Pipe lines for water connection for common use.
7. Common egress and ingress to the other parts of the said proposed building.
8. **Roof Rights:** The PURCHASERS shall not claim any individual right over and in respect of the roof or terrace of the said building. A demarcated portion of the top roof of the Said Building shall remain common to all Complex Co-Owners who own Shops/Apartments in the Said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Transferor and the Developer with right of exclusive transfer and the Transferee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Transferor and the Developer shall always have the right of further construction on the entirety of the top roof and the Transferee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Complex Co-Owners who own Apartments in the Said Building.
9. Narration for 4-wheeler Parking Space / Right: -
The PURCHASERS is aware that the space at which the PURCHASERS will be parking its motor car is not an independent one (i.e., either not having independent access and being dependant on

the other 4-Wheeler parking space for access **OR** the other parking right holder/s having right of access through the PURCHASERS's parking space) and the PURCHASERS shall fully co-operate with the other parking right holder/s in connection therewith.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hand and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the Vendors/ Developers and the PURCHASERS at Sub-Registry Office, Kharagpur Paschim Medinipur District in presence of witnesses:

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASERS** the within mentioned sum of **Rs./- (Rupees Only)** paid by following: -

SIGNATURE OF THE VENDORS

Witnesses:

1.

SIGNATURE OF THE VENDORS

2.

Drafted By:

SIGNATURE OF THE PURCHASERS.

Chandan Roy (Deed Writer)
S-14/1, Saratpally, Paschim Medinipur.
License No. - 1234/1989

Typed By:

Aveek Roy.
S-14/1, Saratpally,
Paschim Midnapore.

This deed consists of 19 pages, including stamp papers and two witnesses, and on the pages, First Parties and Third Parties all ten fingerprints are taken, which shall also consist a part of this deed.

J. N. CONSTRUCTION
md. mustakin. Ali
Proprietor