

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE MADE THIS .... DAY OF ....., TWO  
THOUSAND TWENTY FIVE**

### **BETWEEN**

#### **A) LAND OWNER:**

**SMT. PIYALI NANDY**, W/o Sri Swaraj Nandy  
Of Chhotobazar, P.O. – Midnapore, P.S. – Kotwali,  
Dist. – Paschim Medinipur,  
PIN – 721101,  
PAN No. - AOHPN6728P  
Aadhar No. - .....

Hereinafter jointly called and referred to as the **FIRST PARTIES/LAND  
OWNER** (Which expression shall unless excluded by or repugnant to the  
Context be deemed to mean and include all their respective legal heirs,  
executors, administrators, legal representatives and assigns) of the **FIRST  
PART**

#### **Represented by**

**SRI ANUP KUMAR SINGH**,  
S/o Late Surendra Nath Singh  
Of A/10 Saratpally, Midnapore, P.O. – Midnapore,  
P.S. - Kotwali, Dist.- Paschim Medinipur  
Proprietor of **SINGH ASSOCIATE**, a proprietary firm having office at  
Saratpalli, P.O. & P.S.- Midnapur, Dist. Paschim Medinipur  
Having PAN No. – CBAPS1194L

Appointed by Development Power of Attorney being Nos. 1028/2023 dt. 05.04.2023 registered before ADSR, Midnapore Sadar

**AND**

**B) DEVELOPER:**

**M/S SINGH ASSOCIATE**, a proprietary firm having office at Saratpalli, P.O. & P.S.- Midnapur, Dist. Paschim Medinipur  
Having PAN No. – CBAPS1194L  
represented by its Proprietor:-  
**SRI ANUP KUMAR SINGH, S/o** Late Surendra Nath Singh  
Of A/10, Saratpally, Midnapore, P.O. – Midnapore, P.S. - Kotwali,  
Dist.- Paschim Medinipur

Hereinafter called and referred to as the ***SECOND PARTY/ BUILDER/ DEVELOPER/ VENDOR*** (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**

**AND**

**C) BUYER:**

**Sri** ..... (PAN:....., AADHAAR No.....), **S/o** ....., by faith ....., Citizen of India, by occupation .....

..... having permanent resident at  
.....,

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.**

**WHEREAS** First Party/landowner is the absolute owner of the ‘**Said Property**’. SMT. PIYALI NANDA became the owner of the 0.0431 Acre of land in L.R. Plot Nos. 952, 953. The property previously was under the joint possession of the Smt. Purnima Nandy and others. They filed a Partition Suit being T.S. No. 162/1993 before 1st Asst. District Judge, Midnapore. Saibal Nandy, Swaraj Nandy, Manas Nandy, Moloy Nandy and Jagriti Nandy were parties to the Suit as Plaintiff Nos. 5, 6, 8, 9 and 4. Saibal Nandy, Swaraj Nandy, Manas Nandy, Moloy Nandy were allotted ‘N’ schedule property by the final decree of the Suit. They jointly got 0.0131 Acre in L.R. Plot No. 952 0.030 Acre in L.R. Plot No. 953. Thereafter they mutated their names with State of West Bengal Under Khatian Nos. 1500/1, 1596/1, 1133, 1100. While in possession they transferred .0131 Acre in L.R. Plot No. 952 0.030 Acre in L.R. Plot No. 953, to the **SMT. PIYALI NANDY** by two deeds of sale being Nos. 3957/2022 and the

**SMT. PIYALI NANDY** is in possession of the purchased property from the date of purchase being its absolute owner. **SMT. PIYALI NANDY** decided to develop his property and make multistoried commercial cum residential building and that is why she appointed **SECOND PARTY/ BUILDER/ DEVELOPER/ VENDOR** and entered in a Development agreement being No. 1020/2023, dt. 05.04.2023, registered before ADSR – Midnapore. **SMT. PIYALI NANDY** also executed a Power of Attorney being No. 1029/2023, dt. 05.04.2023, registered before ADSR - Midnapore in favour of **SECOND PARTY/ BUILDER/ DEVELOPER/ VENDOR**

AND

WHEREAS the First Party/landowner herein became the absolute owners of ALL THAT 0.0431 = 1877.436 sq. ft. within Mouza – Bibiganj, J.L.No.- 180, A.D.S.R. Sadar Paschim Midnapore, P.S. Midnapore comprised in L.R. Plot No. 952, 953 within the limit of Midnapore Municipality, District-Paschim Midnapore, Pin Code No.721101, as more fully described in the **Schedule “A”** hereunder written free from all encumbrances etc.

The First Party/landowner herself desire to build a multistoried building over the said property

**AND WHEREAS** the land owner obtained necessary approval and building plan for construction of **building for Residential cum**

**Commercial Complex** on the said plot of Bastu Property, comprising of Shops/Office spaces of different sizes, Car Parking other spaces from Midnapore Municipality, Paschim Medinipur vide their memo No. 38, dated 14.08.2024

**WHEREAS** the Developer cum Seller is Owner of ALL THAT a ..... on the .....**Floor** (**..... side**) of the **“AADHILAKSH RESIDENCY -II”**. marked in the Drawing and Brochure, measuring about ..... **Sq. ft.** little more or little less arrived after final measurement, being the carpet area consisting of one .....bedroom .....kitchen.....bathroom..... balcony 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 as mentioned in Schedule under Midnapore Municipality, Paschim Medinipur.

**AND WHEREAS** the Developer cum Owner entered into an **Agreement dated** ..... with the Buyer to sell the **Schedule “B”** mentioned property at a considerable price of **Rs**...../= **(Rupees .....)** **only** per square feet measuring ..... **square feet** little more or little less of **carpet area**, along with other applicable charges the purchaser accepted the said proposal and agreed to purchase the ..... in the ..... **Floor** (**..... side**) at the said rate on the following terms and conditions after having full

satisfaction over the title of the property which is specially mentioned in the scheduled below.

**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/Owner/Developer herein has completed the construction in compliance with the sanctioned plan and the conditions stated in the sale agreement dated ....., the said ..... in the.....floor of **"AADHILAKSH RESIDENCY -II"** at Mouza - Bibigunj 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. ...., 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/promoter/owner/Developer to execute and register an appropriate Indenture of Conveyance to

transfer the said **Unit** in the name of the said purchaser. ALL THAT one complete **Unit** in the ..... in the.....**Floor** (<..... **side**) of the “**AADHILAKSH RESIDENCY -II**” marked in the Drawing annexed to this indenture, measuring about -.....**Sq. ft.** little more or little less arrived at on physical measurement done jointly by vendor/promoter/owner and the purchaser at the finished stage, being the carpet area consisting of one .....bedroom .....kitchen.....bathroom, ..... square feet little more or less 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 “B” written hereunder for a total final consideration of **Rs...../= (Rupees .....)** **only**. The Vendors/ Developers have also agreed to execute the same sale deed in favour of the Purchaser.

**AND WHEREAS First Party/landowner** shall mean the first party owners of the property. They entered in to development agreement and gave power of attorney to the developer. Accordingly by this deed the developer being the vendor is transferring his allotted portion. In this deed name of owner has been mentioned as

confirming party for affirming the transfer of ownership being a legal compulsion. But the consideration of this deed entirely goes to the developer, he being the actual vendor of this deed, by this deed the owner shall not be liable for any income tax liability or GST liability or any other financial liability. PAN number of owners are also mentioned herein under legal compulsion and not for updating their income tax liability regarding consideration money. The developer takes entire income tax and any other liability in respect of entire consideration money transferred by this deed.

**NOW THIS INDENTURE WITNESSETH:**

That in pursuance of the said agreement and in consideration of the full value of the said **Unit** as shown in the drawing attached for total a sum of **Rs...../= (Rupees .....)** **only** truly paid by the Purchaser to the Vendors/ Developers/owner (Particulars of such payments are mentioned in the Memo of consideration hereunder written), the receipt whereof the Vendors/ Developers/owner 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, in the ..... Floor (..... side) in **"AADHILAKSH RESIDENCY -II"** measuring about ..... Square feet



little more or less in carpet area (..... square feet built up area as shown in the drawing attached, the Vendors/Developers/owner doth hereby sell, grant, transfer, convey, assigns and assure unto the Purchaser **ALL THAT** one complete ..... the..... in the ..... **Floor** (..... **side**), more fully described in the **SCHEDULE "B"** written hereunder, shown and delineated in the Map or Plan annexed herewith and marked with.....colour, together with undivided proportionate share in the land, 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 "C" 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 Purchaser 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/OWNER BOTH HEREBY COVENANT WITH THE PURCHASER as follows:-**

- a) That notwithstanding any act, deed matter or thing done by the Vendor/Developer or knowingly suffered to the contrary the Vendor/Developer 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 Purchaser.

- b) That the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser produces or cause to be produced to the Purchaser 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 Purchaser 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 Purchaser 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/ Developer/Promoter will co-operate with the Purchaser in getting the name of the Purchaser mutated, in the records of the Midnapore Municipality and the appropriate B.L.L.R.O.
- f) The Vendor/ Developer shall on being called upon by the Purchaser 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 Purchaser, in as is where is condition

**THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS/ DEVELOPERS** as follows:-

- a) That the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Vendor/ Developer and the co- owners in the acts relating to common purpose.
- f) To allow the Vendor/ Developer 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 Purchaser.
- 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 any thing 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 than in the manner similar to which the same is at present decorated.
- q) All payments to be made by the Purchaser as mentioned above shall be made from time to time and within Seven days of a bill of demand being sent to the Purchaser.
- r) So long as the said unit is not separately assessed for B.L. & L.R.O. revenue rates and taxes, Municipal Taxes, the Purchaser 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 Purchaser to the Vendor shall accrue from the date of delivery.
- s) That after registration of the Unit in favour of the Purchaser, the Purchasers and/or other Unit owners will from a



REGISTERED SOCIETY/ FLAT & SHOP OWNERS ASSOCIATION for the said **"AADHILAKSH RESIDENCY -II"** 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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.

**THE "SCHEDULE A" ABOVE REFERRED TO:**

**(DESCRIPTION OF THE LAND OF ENTIRE PROJECT AREA)**

**ALL THAT** piece and parcel of Bastu land measuring about **0.0431 Acre = 1877.436 sq. ft.** more or less land, along with the Complex named **"AADHILAKSH RESIDENCY -II"** having **G + upper floors** lying and situated within Dist.- Paschim Medinipur, Mouza- Bibiganj, J.L. No. 180, L.R Khatian Nos. 1500/1, 1133, 1100, 1596/1, New Khatain No. 3077, 0.0131 acre in L.R. Plot No. 952, 0.0300 acre in Plot No. 953, having Municipal Holding No. ...., Road Name ..... , PIN- 721 101, under Ward No.-..... within the limits of Midnapore Municipality / Municipal Corporation, within the office of ADSR, Mindapore, P.S.- Kotwali District- Paschim Medinipur, and butted and bounded by: -

**ON THE NORTH BY: - Plot No. 752 & 748**

**ON THE SOUTH BY: - 19 ft. Metal Road**

**ON THE EAST BY: - Passage**

**ON THE WEST BY: - Plot No. 451**

**As shown in the map annexd**

**SCHEDULE “B” ABOVE REFERRED TO:**

**(PARTICULARS OF THE PURCHASER’S ALLOCATION)**

ALL THAT piece and parcel of self-contained flat in the multistoried building over ‘A’ Schedule Property as mentioned above ..... floor Flat No. .... at the South Eastern Side of the Building/Flat measuring Carpet Area ..... Sq.ft. consisting of ... bed rooms, ... toilet/bathrooms, ... living room, ... kitchen, .....balcony equal to ..... sq. ft. super built up area (including proportionate area of land, lift, lobby and stair case and common areas)

**Narration for 4 wheeler Parking Space / Right:**

The Purchaser is aware that the space at which the Purchaser 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 Purchaser’s parking space) and the Purchaser shall fully co-operate with the other parking right holder/s in connection therewith.

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

**Value of the Unit Rs. ....**

**SCHEDULE “C” ABOVE REFERRED TO:**

**(COMMON AREAS/ FACILITIES/ AMENITIES ETC)**

Passages, entrance and exit gates of the said Premises / Ultimate Premises.

- b) Staircase & landings and entrance in the ground floor.
- c) Lift with lift shaft and the lobby in front of them on the ground floor and Lift machine room.
- e) Overhead Water Tanks, Water supply system, water bore-well and submersible pump.
- f) Rain water pipes, waste water pipes and sewerage evacuation pipes from the units to drains, soak-pits and sewers common to the Building/Flat and from the Building/Flat to the municipal public drain. Soil lines and septic tank on the ground floor.
- g) **Community Hall on the top floor with all its fixtures and fittings.**
- l) Electric Wiring, conduits and fittings that are installed in the parking area, staircase, boundary wall and other place (except those that are exclusive to any particular unit).
- m) Two wheeler parking space earmarked for the same purpose. (Each of the Flat owners shall have right to park one normal size two wheeler)

**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 Vendor/ Developer and the Purchaser at ....., Medinipur District in presence of witnesses:

Land Owners:

Drafted by:

Computer Typed by:

For DEVELOPER:

**WITNESSES:**

This deed is executed in presence of 2 witnesses and completed by total ..... pages with one Non-Judicial Stamp Paper (including one sketch maps and page for finger prints & photographs of the parties).

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of **Rs...../= (Rupees .....)**  
**only** being the full consideration money as per memo below:-

**MEMO**

Date	Cheque No	Bank Name	Amount (Rs.)

		<b>TOTAL :</b>	...../=

**(Rupees ..... ) only**

**SIGNATURE OF VENDORS/DEVELOPERS**