DEED OF CONVEYNACE

Date:

Place:

Parties:

1. SWAPAN KUMAAR MONDAL, son of Lt. Sitangshu Sekhar Mondal, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Uttarayan, Chinsurah Station Road, , P.O. : Chinsurah (R S), P.S. : Chinsurah, Block - Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : – 7121102, within the ambit of Kodalia 1 GP, **Aadhaar No : 6099 2803 8679, Pan No : AEDPM6336A**.

2. SOBHA RANI MONDAL, wife of Swapan Kumaar Mondal, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Uttarayan , Chinsurah Station Road, , P.O. : Chinsurah (RS), P.S. : Chinsurah, Block - Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : – 7121102, within the ambit of Kodalia 1 GP, **Aadhaar No : 5050 4415 6031, Pan No : AIIPM2420Q**,

3. SAMARJIT MONDAL, son of Swapan Kumaar Mondal, by Faith - Hindu, by Nationality -

Indian, by Occupation – Business, residing at Uttarayan , Chinsurah Station Road, , P.O. : Chinsurah (RS), P.S. : Chinsurah, Block - Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : – 7121102, within the ambit of Kodalia 1 GP, **Aadhaar No : 3330 5992 1334, Pan No : AEOPM6302D**,

4. ROOMA MONDAL, wife of Samarjit Mondal, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Uttarayan , Chinsurah Station Road, , P.O. : Chinsurah (RS), P.S. : Chinsurah, Block - Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : – 7121102, within the ambit of Kodalia 1 GP, Aadhaar No : 3734 1771 7024, Pan No : AKZPM1482H, (Owner No 4), represented by its constituted attorney and self

5. MONDAL CONSTRUCTION COMPANY LTD., (CIN No. U45203WB2004PLC099007), Pan No : AAECM1125F, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Uttarayan , Chinsurah Station Road, Po - Chinsurah (R.S.), P.S. - Chinsurah, Dist - Hooghly, Pin 712102, West Bengal, represented by one of its Director and authorized signatory Samarjit Mondal, S/O Swapan Kumaar Mondal,(As per Board of Directors Meeting Dated 10.01.2023 held on the registered office of the company) residing at Uttarayan , Chinsurah Station Road, Po - Chinsurah (R.S.),Ps - Chinsurah, Dist - Hooghly, Pin 712102, West Bengal, (Aadhar no. 3330 5992 1334), (Pan No. AEOPM6302D), hereinafter referred to as ..OWNERS (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

AND

MONDAL CONSTRUCTION COMPANY LIMITED (CIN No. U45203WB2004PLC099007), a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Uttarayan , Chinsurah Station Road, Po - Chinsurah (R.S.), P.S. - Chinsurah, Dist - Hooghly, Pin 712102, West Bengal, represented by one of its Director and authorized signatory Samarjit Mondal, S/O Swapan Kumaar Mondal, ,(As per Board of Directors Meeting Dated 10.01.2023 held on the registered office of the company) residing at Uttarayan , Chinsurah Station Road, Po - Chinsurah (R.S.),Ps - Chinsurah, Dist - Hooghly, Pin 712102, West Bengal, (Aadhar no. 3330 5992 1334), (Pan No. AEOPM6302D), authorized vide board resolution dated 10.01.2023 hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-office, executors, administrators and permitted assignees)

AND

Mr. / Ms,	(Aadhaar no	.)	son /
daughter of	aged about	,	residing
at			

....., (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

NOW THIS CONVEYNACE WITNESS AS FOLLOWS:-

1.

Subject Matter of Conveynace:

1.1 Said Property:-

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

(The entire land and building)

ALL THAT PIECE AND PARCEL of Land admeasuring 5 Bigha 4 Cottahs 9 Chittaks 30 Sq.ft or 172.9 decimal approx. nature of land Bastu and 2. Pond admeasuring 1 Bigha 1 Cottahs 12 Chittaks 21 Sq.ft or 36 decimal approx. nature of land Pond be the same or a little more or less together with the building/complex consisting of 12 block each of (G+4) multi-storied buildings i.e. BLOCK "1" to BLOCK "12" situated thereon comprised in L.R. Dag No. 119 and 118, L.R. Khatian No. 1337, 1338, 1339, 1340 and 1341, J.L No: 1, Sit No-1, Mouza : Chandannagore, Block - Singur(Khalisani), P.S. : Chandannagar, Municipal Holding No. 848 (Bastu) and 890 (Pond), Haridranga, District – Hooghly, under the Ward No. -1, of Chandannagar Office at Hooghly, PIN-712136 along with all right to use all municipal road together with right to take electric connection, water connection over or under the said road or passages along with easement right.

The entire property is butted & bounded as follows:

On the North	:	L.R. Plot Nos. 103, 105, 106, 107,109 and 110.
On the South	:	Corporation Road and Corporation Drain.
On the East	:	L.R. Plot Nos. 111, 113. 115 and 116 kacha Drain on Dag No. 117.
On the West	:	Corporation Drain.

(Description of Flat)

WITHIN THE "A" SCHEDULE ALL THAT demarcated and well defined residential Flat situated on floor being flat no.

.....measuring carpet area of Sq.ft. built up area of Sq. ft. super built up area of Sq. ft. or a little more or less. Consisting of bed rooms, dining cum living hall, Kitchen,balcony & toilets, in Block " " together with undivided proportionate share of land of "A" SCHEDULE of property with all common facilities & amenities of "C" SCHEDULE hereunder written with easement right, here ditaments, appendages, casements of air and privileges for the benefit of the Purchaser.

The aforesaid flat will be butted and bounded as follows:-

On the North	
On the South	
On the East	
On the West	

2. Background, Representations, Warranties and Covenants:

2.1. The Vendor and Developer represents, Warranst and covenants as follows:-

2.2. Purchase of mother property WHEREAS:

- A. ALL THAT Piece and Parcel of demarcated area of land measuring more or less
 - i. 5 bighas 4 cottahs 9 Chittak 30 sq.ft. Comprised under R.S. Dag No. 70 corresponding to L.R. Dag No. 119, nature of land Bastu;

ii. 1 bigha 1 cottah 12 Chittak 21 sq.ft. comprised under R.S. Dag No. 69 corresponding to L.R. Dag No. 118 nature of land Pond; comprised in R.S. Khatian No. 31 corresponding to L.R. Khatian No. 1339, 1337, 1341, 1340 and 1338 lying within Mouza- Chandannagar Sheet No. 1, J.L. No. 1, Municipal Holding No. 848 (Bastu) 890 (Pond), Ward No. 1, Haridradanga, under Chandannagar Municipal Corporation, P.S.- Chandannagar, A.D.S.R. Office - Chandannagar, District –

Hooghly, previously belonged to one Mrs. Doris Matthews, under the then French Govt. running the colony of the French territory of Chandannagar.

After independence of India by a Merger act named Chandannagar (Merger) act 1954 effected on 02nd day of October 1954, the Territory of Chandannagar came into India and the constitution and the other law of land of India become effected in Chandannagar.

The then said owner Doris Matthews did no inducted any non agricultural tenant / Agricultural tenant on the property and the said property was not effected on introduction of the West Bengal Non Agricultural Tenancy Act or any other act for the timing in force.

The said property was never acquired or required by Land Accusation act – II or act-I.

On introduction of urban land (Celling and Regulation) act the said Mrs. Doris Matthews filled the return as per the act before component authority, Ex- Officio SDO Chandannagar and the aforesaid land was declared as the retail land of the said Mrs. Doris Matthews.

- B. That Mrs. Doris Matthews before her demise made a WILL in favour of a Philanthropic Organization viz., ALL LOVERS OF ANIMAL SOCIETY, having its registered office situated at 30, Chowringhee Mansion, P.S. Park Street, Kolkata 700016 and appointed Mr. P.B. Mukherjee as an executor of the WILL.
- C. That Mrs. Doris Matthews died intestate on 28.02.1982 and after her demise, the Executor of the Will Mr. P.B. Mukherjee applied for probate/ Letter of Administration of the aforesaid Will before the Dist. Delegate at Chandannagar, instituted Act 39 Case No. 41 of 1983. Thereafter the same was contested and transferred before the district judge Hooghly under Letter of Administration suit No. 8 of 1984 Dated 23.05.1984 and ultimately on 02.09.1987 the will was proved and Letter of Administration was granted.
- D. That the said Administrator handed over the property as mentioned before of Mrs. Doris Matthews as per the will on strength of the Letter of Administration ALL LOVERS OF ANIMAL SOCIETY.
- E. That The Philanthropic Institution viz., ALL LOVERS OF ANIMAL SOCIETY became the absolute owner of land measuring more or less:- 5 Bighas 4 cottahs 9 Chittak 30 sq.ft. comprised under R.S. Dag No. 70 corresponding to LR. Dag No. 119, nature of land Bastu; 1 Bighas 1 cottah 12 Chittak 21 sq.ft comprised under R.S. Dag No. 69 corresponding to LR. Dag No. 118 nature of land Pond; comprised in R.S. Ithatian No. 31, tying within Mouza- Chandannagar Sheet No. 1, J.L No. 1. Municipal Holding No. 848 (Bastu) 890 (Pond), Ward No. 1, Haridradanga. under Chandannagar Municipal Corporation, P.S.- Chandannagar, A.D.S.R. Office Mandan nagar, District Hooghly.
- F. That Due to the long distance in between the location of the property and registered place of office of ALL LOVERS OF ANIMAL SOCIETY, caused difficulties in maintaining the property, therefore, the board members of ALL LOVERS OF ANIMAL SOCIETY unanimously agreed and sold out the property in favour of SWAPAN KUMAAR MONDAL S/O Late Sitangshu Sekhar Mondal, residing at Uttarayan, Chinsurah Station Road, P.O. -Chinsurah (R.S). District - Hooghly; SOBHA RANI MONDAL W/o. Mr. Swapan Kumaar Mondal residing at Uttarayan. Chinsurah Station Road. P.O. - Chinsurah (R.S), District - Hooghly. SAMARJIT MONDAL S/o. Mr. Swapan Kumaar Mondal, residing at Uttarayan, Chinsurah Station Road, P.O. - Chinsurah (R.S), District - Hooghly. SAMARJIT MONDAL S/o. Mr. Swapan Kumaar Mondal, residing at Uttarayan, Chinsurah Station Road, P.O. - Chinsurah (R.S), District - Hooghly; ROOMA MONDAL W/o

Mr. Samarjit Mondal residing at Uttarayan, Chinsurah Station Road, P.O. - Chinsurah (R.S). District -Hooghly: MONDOL CONSTRUCTION COMPANY LIMITED., A company incorporated under Companies Act, represented by its Director viz., SAMARJIT MONDAL S/O. Mr. Swapan Kumaar Mondal, residing at Uttarayan, Chinsurah Station Road, P.O. - Chinsurah (R.S), District - Hooghly by execution of a registered Deed of Sale being no. 01798 for the year 2014, recorded In Book No. I, CD Volume No. 4, pages from 3855 to 3880, registered In the office of A.RA.-III Kolkata and purchased land measuring more or less i. 5 bighas 4 cottahs 9 Chittak 30 sq.ft. comprised under R.S. Dag No. 70 corresponding to L.R. Dag No. 119. Nature of land Bastu: li. 1 bigha 1 cottah 12 Chittak 21 sq.ft. comprised under R.S. Dag No. 69 corresponding to L.R. Dag No. 118 nature of land Pond; comprised in R.S. Kbatian No. 31, lying within Mouza. Chandannagar Sheet No. 1, J.L No. 1, Municipal Holding No. 848 (Bastu) 890 (Pond), Ward No. 1, Haridradanga, under Chandannagar Municipal Corporation, P.S.- Chandannagar, Office Chandannagar, District - Hooghly.

- That SWAPAN KUMAAR MONDAL S/o. Late Sitangshu Sekhar Mondal, residing at Uttarayan, Chinsurah Station Road, P.O. Chinsurah (R.S), District Hooghly; SOBHA RANI MONDAL W/o. Mr. Swapan Kumaar Mondal residing at Uttarayan, Chinsurah Station Road, P.O. Chinsurah (R.S), District Hooghly, SAMARJI MONDAL S/o. Late Swapan Kumaar Mondal, residing at Uttarayan, Chinsurah Station Road, P.O. Chinsurah (R.S), District Hooghly; ROOMA MONDAL W/o. Mr. Samarjit Mondal residing at Uttarayan, Chinsurah Station Road, P.O. Chinsurah (R.S), District Hooghly; ROOMA MONDAL W/o. Mr. Samarjit Mondal residing at Uttarayan, Chinsurah Station Road, P.O. Chinsurah Station Road, P.O. Chinsurah Station Road, P.O. Chinsurah Station Road, P.O. Chinsurah (R.S), District Hooghly; MONDOL CONSTRUCTION COMPANY LIMITED., A company incorporated under Companies Act, represented by its Director viz., SAMARJIT MONDAL S/o. Mr. Swapan Kumaar Mondal, residing at Uttarayan, Chinsurah Station Road, P.O. Chinsurah (R.S), District Hooghly became the joint owners of the aforesaid property and recorded their names in the finally published L.R. Record of Rights under L.R. Khatian No. (s) 1339, 1337, 1341, 1340 and 1338 and paid taxes and revenues before the concerned Government offices.
 - G. That Swapan Kumaar Mondal, son of Lt. Sitangshu Sekhar Mondal, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Uttarayan , Chinsurah Station Road, , P.O. : Chinsurah (R S), P.S. : Chinsurah, Block - Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : - 7121102, within the ambit of Kodalia 1 GP, Aadhaar No : 6099 2803 8679, Pan No: AEDPM6336A. (Owner No 1), 2. Sobha Rani Mondal, wife of Swapan Kumaar Mondal, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Uttarayan, Chinsurah Station Road, , P.O. : Chinsurah (RS), P.S. : Chinsurah, Block - Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : - 7121102, within the ambit of Kodalia 1 GP, Aadhaar No : 5050 4415 6031, Pan No : AIIPM2420Q, (Owner No 2), 3 Samarjit Mondal, son of Swapan Kumaar Mondal, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Uttarayan, Chinsurah Station Road, , P.O. : Chinsurah (RS), P.S. : Chinsurah, Block -Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : - 7121102, within the ambit of Kodalia 1 GP, Aadhaar No : 3330 5992 1334, Pan No : AEOPM6302D, (Owner No 3), 4. Rooma Mondal, wife of Samarjit Mondal, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Uttarayan , Chinsurah Station Road, , P.O. : Chinsurah (R S), P.S. : Chinsurah, Block - Chinsurah -Mogra, District : Hooghly, West Bengal, Pin : - 7121102, within the ambit of Kodalia 1 GP, Aadhaar No :

3734 1771 7024, Pan No : AKZPM1482H, (Owner No 4), and 5. Mondal Construction Company Ltd., (CIN No.U45203WB2004PLC099007), Pan No: AAECM1125F, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Uttarayan, Chinsurah Station Road, Po - Chinsurah (R.S.), Ps - Chinsurah, Dist - Hooghly, Pin 712102, West Bengal, represented by one of its Director and authorized signatory Samarjit Mondal, S/O Swapan Kumaar Mondal, residing at Uttarayan , Chinsurah Station Road, Po - Chinsurah (R.S.), Ps - Chinsurah, Dist - Hooghly, Pin 712102, West Bengal, (Aadhar no. 3330 5992 1334), (Pan No. AEOPM6302D), (Owner No 5), ("Owner") is the absolute and lawful owner of [Please insert land details as per laws in force] 1. Land admeasuring 5 Bigha 4 Cottahs 9 Chittaks 30 Sq.ft or 172.9 decimal approx. nature of land Bastu and 2. Pond admeasuring 1 Bigha 1 Cottahs 12 Chittaks 21 Sq.ft or 36 decimal approx. nature of land Pond situated at Haridranga, Chandannagore in Mouza: Chandannagore, Block - Singur(Khalisani), P.S. : Chandannagar, District - Hooghly, PO- Chandannagore, Pin - 712136, Municipal Holding No. 848 (Bastu) and 890 (Pond) within the ambit of Chandannagore Municipal Corporation. ("Said Land"),

- H. The one of the owner named Mondal Construction Company Ltd., having its Sri Swpan Kumaar Mondal, Sri Samarjit Mondal, Smt. Rooma Mondal as directors and Sri Swpan Kumaar Mondal, Sri Samarjit Mondal, Smt. Rooma Mondal, Smt. Sobha Rani Mondal, Sri Sarajit Mondal, Smt. Madhumita Mondal, Sri Tarun Majhi as shareholders, and the board of directors of the said company with the consent of the shareholder made a resolution on 01.07.2021 for entered into an development agreement being No-060203592 dated 08.07.2021 and made a resolution on 20.04.202 for entered into an Deed of Declaration being No. 060201419 dated 03.05.2023.
- I. The Owners and the Promoter have entered into a joint development agreement dated 08-07-2021, registered at the office of the Registrar/Sub-Registrar/Additional Registrar of Assurance HOOGHLY (D.S.R. II) at Hooghly, Dist Hooghly, in Book No I, Voucher No- 0602-2021, Pages from 109411 to 109463 bearing being No I-060203592 of the year 2021, in terms of said development Agreement dt. 08.07.2021 being 060203592 for the year 2021, the owners/vendors no. 1,2 3 & 4 herein executed Development Power of Attorney in favour of "MONDAL CONSTRUCTION COMPANY LIMITED", being the Developer herein on 08.07.2021 which was registered on 08.07.2021 with the office of the HOOGHLY (D.S.R.-II) at Hooghly, Dist. Hooghly, duly recorded in Book No. I, recorded in Volume No. 0602-2021, in page 126594 to 126629 being No. 060204477 for the year 2021.
- J. The Said Land is earmarked for the purpose of building а [commercial/residential/any other purpose] project, comprising 12 block each of (G+4) total sanction area of 1,81,600 square feet. [by virtue of Deed of Declaration duly registered on 03-05-2023 recorded in Book No. I, Volume No. 0602-2023, in pages 27710 to 27726, being No. 060201419 for the year 2023 at the Office of the D.S.R- II of Hooghly, Dist - Hooghly multistoried apartment buildings and the said green building project shall be known as "KAMALIKA".
- K. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter

regarding the said land on which Project is to be constructed have been completed;

- L. The Chandannagore Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 27-04-2023 bearing no. 1143;
- M. The Promoter has obtained the final layout plan approvals for the Project from Chandannagore Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- N. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. ; on under registration
- O. The Allottee had applied for an apartment in the Project vide application no...... dated and has been allotted apartment no. having carpet area of square feet, type, on......, floor in [block] no...... along with garage/closed parking no.admeasuring square feet in the as permissible under the applicable law and of pro rata share in the common areasas defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- P. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- Q. Additional details
 - a. That if the allottee wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the allottee will have to pay 5% of the collector value of the flat to the PROMOTER and take NOC from the PROMOTER before any such transfer.
 - b. After possession of the FLAT the allottee shall not disturb any of the internal and the external walls, columns, beams, elevations etc. without prior written permission from the PROMOTER.
- R. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the parking (if applicable) as specified in paragraph G.
- U. That as per record in Concern Corporation and BL & LRO that nature of land is Commercial Bastu, therefore Urban Land Celling Act is not Applicable in the said land.

- V. That the said land was never required /acquired under Act I or Act II till the date and not vested under any provision of law including Urban Land (Celling and Regulation) Act.
- W. That the said land was not subject matter of any pending suit, appeal, The Securitization and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002, any proceeding for liquidation of the assets before the National Company Law Tribunal, Income Tax Tribunal, Sale Tax Tribunal and others and the said land is free from all encumbrances.

2.3. **Record of rights of vendor:-** The vendor got his. her name recorded in L.R. Dag No. 118(Pond) ,119(Bastu) under L.R. Khatian No. 1337,1338,1339,1340 & 1341 with regard to the mother property.

2.4 **Absolute ownership of vendor:-** In the aforesaid circumtances the vendor became the undisputated and absolute owner of the aforesaid property. The said property is a portion of mother property and is subject of matter of this deed.

3. Representation, Warranties and Covenants Regarding Encumbrances:-

3.1 No Acquisition/ Requisition:- The vendor has not received any notice from any authority for acquition, requisition or vesting of the said property and declares that the said property is not effected from any scheme of Local Authority or Government of Statutory Body.

3.2 No Excess Land:- The Vendor does not hold any excess land under the Urban Land (Ceiling and regulation), Act 1976 or any excess land under the West Bengal Land Reforms Act, 1955 or the West Bengal Estates Acquition Act 1953.

3.3. No encumbrances by Act of Vendor:- The vendor has not at any time done or executed or knowingly sufferred or been party or privy to any act, deed, matter or thing, including grant of right of easement whereby the said property or any part of thereof can or may be impeached, encumbarred or effected in title.

3.4 Right Power and authority to sell:- The vendor has the marketable title of the property and has right, title, full power and authority to grant, sell, convey, transfer, assign and assure the said property to the purchaser/s.

3.5 No Dues:- No Tax in respect of the said property is due to the local authority and/ or any other authority and no Certificate Case is pending for realization of any dues from the vendor.

3.6. Free from all encumbrances:- The said property is ree from all sorts of encumbrances, demands, mortgages, charges, lispendances, liens, attachments, uses, trusts, prohibitions, acquisitions, Income Tax attachments, financial instituion charges, statutory prohibitions, vesting, bargadars and liabilities whatsoever ot howsoever made or suffered by the vendor or any person or persons having or lawfully rightfully or equitabily claiming any estate or interest therein through under or in trust thereof for the vendor or his/her predecessors-in-title and the title of the vendor to the said property is free clear and marketable.

3.7 No bar by Court Order or Statutory Authority:- There is no order of Court or any other statutory authority prohibiting the vendor from selling, transferring and/ or alterating the said property or any part thereof.

4. Basic Understanding:-

4.1. Agreement to sell and purchase:- The basic understanding betwen the Parties is that the vendor will sell to the purchasers free from all encumbrances of any and every nature whatsoever and with good marketable title and the purchaser will purchase the same on the representations, warrenties and covenants.

5. Transfer:-

5.1 Hereby made: The vendor hereby sell, transfer and conveyed All that......demarcated on the plan annexed herwith in Red colour together with all right, title, benefits, easements, authorities, claims and demands whatsoever or howsoever.

5.2 Consideration:- The aforesaid transfer is made in consideration of Rs...... only whih is paid by the Purchasers to the vendor herein throug part payments mentioned in the memo of consideration herein below.

6. Terns of Transfer:-

6.1. Salient Terms:- The transfer being affected by this conveyance is :

- 6.2. Sale :- a sale within the meaning of the transfer of property Act 1882.
- 6.3. Absolute:- absolute, irreversable and perpitual.

6.4 Free from encumbrances:- The said property is ree from all sorts of encumbrances, demands, mortgages, charges, lispendances, liens, attachments, uses, trusts, prohibitions, acquisitions, Income Tax attachments, financial instituion charges, statutory prohibitions, vesting, bargadars and liabilities whatsoever ot howsoever made or suffered by the vendor or any person or persons having or lawfully rightfully or equitabily claiming any estate or interest therein through under or in trust thereof for the vendor or his/her predecessors-in-title and the title of the vendor to the said property is free clear and marketable.

6.5. Indemnification:- express indemnification by the vendor about the coorection of the vendor;s title, vendor's authority to sell and non existance of any encumbrances on the said property and this conveynace is being accepted by the purchasers on such express indemnification by the vendor which if found defective or untrue at any time the vendor shall at all times hereinafter, at costs, expences, risk and responsibility of the vendor forthwith take all necessary steps to remove or to rectify. To this effect the vendor hereby covenanats that the vendor or any person in law trust and quity shall at all times heraftre keep indemnify and keep indemnified to the purchaser and or purchasers successors-in-interest and assign of from or against any damages, loss, cost, charges and expences may be sufferred by the purhasers and or their successor-in-interest and assign by the reason of the aforesaid.

6.6. Delivery of Possession:- khas, vaccant or physical possession of the said property has been handed over to the purchaser by the vendor.

6.7 Outgoings:- All statutory revenue, cess, taxes, surges, outgoings and levies or on the said property relating to the period till the date of this conveyance whether is demanded or not shall be borne, paid and discharged by the vendor with regard to which the vendor hereby indemnifies and agrees to keep the

Purchasers fully and comprehensively.

6.8 No Objection for mutation:- The vendors declares that the purchasers shall be fully entitles to mutate the purchaser/s name in all public or statutory record.

6.9 Further Acts:- The vendor hereby covenants that the Vendor or any person claiming under the vendor shall and will from time to time and at all times hereafter upon every request and at the cots of the purchasers and or their successors-in-interest and assigns do execute or cause to be done and executed al such acts. deeds, and things for further or more perfectly assuring the title of the said property.

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

(The entire land and building)

ALL THAT PIECE AND PARCEL of Land admeasuring 5 Bigha 4 Cottahs 9 Chittaks 30 Sq.ft or 172.9 decimal approx. nature of land Bastu and 2. Pond admeasuring 1 Bigha 1 Cottahs 12 Chittaks 21 Sq.ft or 36 decimal approx. nature of land Pond be the same or a little more or less together with the building/complex consisting of 12 block each of (G+4) multi-storied buildings i.e. BLOCK "1" to BLOCK "12" situated thereon comprised in L.R. Dag No. 119 and 118, L.R. Khatian No. 1337, 1338, 1339, 1340 and 1341, J.L No: 1, Sit No-1, Mouza : Chandannagore, Block - Singur(Khalisani), P.S. : Chandannagar, Municipal Holding No. 848 (Bastu) and 890 (Pond), Haridranga, District – Hooghly, under the Ward No. –1, of Chandannagar Office at Hooghly, PIN-712136 along with all right to use all municipal road together with right to take electric connection, water connection over or under the said road or passages along with easement right.

On the North	:	L.R. Plot Nos. 103, 105, 106, 107,109 and 110.
On the South	:	Corporation Road and Corporation Drain.
On the East	:	L.R. Plot Nos. 111, 113. 115 and 116 kacha Drain on Dag No. 117.
On the West	:	Corporation Drain.

The entire property is butted & bounded as follows:

(Description of Flat)

WITHIN THE "A" SCHEDULE ALL THAT demarcated and well defined residential Flat situated on floor being flat no.

.....measuring carpet area of Sq.ft. built up area of Sq. ft. super built up area of Sq. ft. or a little more or less. Consisting of bed rooms, dining cum living hall, Kitchen,balcony & toilets, in Block " " together with undivided proportionate share of land of "A" SCHEDULE of property with all common facilities & amenities of "C" SCHEDULE hereunder written with easement right, here ditaments, appendages, casements of air and privileges for the benefit of the Purchaser.

The aforesaid flat will be butted and bounded as follows:-

On the North	:	
On the South	:	

On the East	:	
On the West	:	

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The aforesaid flat is constructed under the following specification :- BUILDING:

- 1. The building is RCC frame.
- 2. The foundation of building is of RCC.
- 3. Slab thickness is above 4 inch as per structural design.

8%,5'' AAC Block Brick work in wall with AAC Block Adhesive mortar respectively. Outside 8'' wall with AAC Block Adhesive mortar

4. Inside 5" with AAC Block Adhesive

mortar. PLASTERING:

1. Outside Wall 1:4 Cement mortar 20mm thick

2. Inside Wall 1:5 Cement mortar 15mm thick.

3. Ceiling and concrete surface 1;4 cement mortar 10mm thick.

ROOF TREATMENT:

1. RCC with water proofing

compound OTHER PARTICULARS:-

The following works has been done in the said flat:-

a) Wall (inside):- With putty. Colouring of the outside walls and inside walls of the common passages will be done by the developer.

b) Floor:- The floors are of vitrified tile settings.

c) Bath:- With marble floor, commode, glaze tiles on the inside walls upto the height of 6 Sq. ft

d) Door: The main door in entrance of the flat will Flush Door and the other doors inside the flat will be made Flush Door and Toilet Door PVC Door.

e) Window: with Aluminum frame and glass panes.

Water: water pipe line up to bathroom and up to basin in the dining with complete fittings and 24 hours water supply through overhead tank (except the apparatus).

SANATARY AND PLUMBING

(INTERNAL):- BATH ROOM:

- 1. White porcelain basin of standard brand.
- 2. White law down cistern PVC lain for pan.
- 3. One shower steel quality.

4. All bib-cocks and tabs will be of ISI marks.

- 5. Concealed ISI lines.
- 6. One Bib-Cock near commode.
- 7. One pillar-cock (standard quality) on basin.
- 8. PVC door frame with

shutter. KITCHEN :

1. One Kitchen sink.

2. 1 sink cock.

3. Sink bottom 1 bib-cock.

4. Concealed pipe lines will provided.

5. Floor:- The floors are of

Tiles. ELECTRCAL :-

1. Concealed type point wiring with copper cable will be provided for entire flat with standard available materials.

2. Two light points, 1 Fan point and 6 Amp point one power point in all bedrooms and One A.C. Point in one bed room.

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3. Two light points, 2 fan points, 1 power point , 1 no 5 Amp point in each living cum dining room.

4. One light point, 1 exhaust fan point and 1 power point of each kitchen.

5. One light point, one plug point (5Amp) and One Geezer point, in one toilet.

6. Lift facilities.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

A) 1 Bhk Flat- (Carpet Area Appling , Built up Area Appling , Super Built up Area Appling)

1) 1 No Room.

2) 1 no Toilet.

3) Open

Kitchen.

4)Living

/Dining.

5) 1 Balcony .

B) 2 BHK flat - (Carpet Area Appling , Built up Area Appling , Super Built up Area Appling)

1) 2 No Room .

2) 2 no toilet (1 Attach ,1 common)

3) 1 Balcony.

4) Open kitchen.

5) Living /Dining.

C) 3 BHK flat - (Carpet Area Appling , Built up Area Appling , Super Built up Area Appling)

1) 3 No Room .

2) 2 no toilet (1 Attach ,1 common)

3) 1 Balcony.

4) Open kitchen.

5) Living / Dining.

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

Dated	Mode of Payment	Bank and Branch	Total Payment
Total			

IN WITNESSES WHEREOF PARTIES hereto have set and subscribed their respective hands and seals the day, month and year first above written.

THE DEED IS EXPLAINED OVER US AND UNDERSTANDING ALL THE **MEANING** OF THE **EXPRESSION USED IN THE SALE** DEED AND KNOWING FULLY WELL THE EFFECT OF THE SAME, WITHOUT ANY INSTRUCTION AND FEAR OF ANYONE SIGNED, SEALED & **DELIVERED.**

WITNESSES:

1.

SIGNATURE OF THE ATTORNEY OF THE OWNERS

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER

Drafted by me:

SUVRAJIT DUTTA Advocate,

