

DEED OF CONVEYANCE

THIS DEED FOR SALE is made on this the ____ day of _____, 202____ (Two
Thousand Twenty _____)

1. **SRI. LAKSHMI NARAYAN DE**, son of Late Rajendra Nath De, by faith - Hindu, occupation:- Retired, by Nationality - Indian, residing at 272 No. Dey Para, P.O. & P.S. - Chinsurah, District - Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 374058601042, Pan No : AYZPD4308D;

2. **SRI. DILIP KUMAR DE**, son of Late Rajendra Nath De, by faith - Hindu, occupation:- Retired, by Nationality - Indian, residing at 272 No. Dey Para, P.O. & P.S. - Chinsurah, District - Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 568683996498, Pan No : AECPD5684D;

3. **SMT. NAMITA DEY**, wife of Late Ashok Kumar Dey, by faith - Hindu, occupation:- House wife, by Nationality - Indian, residing at 272 No. Dey Para, P.O. & P.S. - Chinsurah, District - Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 790609225084, Pan No : ERHPD8152A,

4. **SRI. AYAN KUMAR DEY**, son of Late Ashok Kumar Dey, by faith - Hindu, occupation:- Business, by Nationality - Indian, residing at 272 No. Dey Para, P.O. & P.S. - Chinsurah, District - Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 222917225511, Pan No : AOBPD6011R;

5. **SMT. ANIMA DE**, Daughter of Late Rajendra Nath De, by faith - Hindu, occupation:- House hold work, by Nationality - Indian, residing at 272 No. Dey Para, P.O. & P.S. - Chinsurah, District - Hooghly, West Bengal, Pin Code- 712101, Aadhaar No : 902910557422, Pan No : ERTPD7594A, **represented by its constituted attorney**

DONA CONSTRUCTION & PROJECTS PVT. LTD. (CIN No. _____), Pan No : AADCD1921D, having its registered office at Crooked Lane , Po & P.S. - Chinsurah, Dist - Hooghly, Pin 712101, West Bengal, represented by its present Chairman cum Managing Director Subrata Mukherjee, S/O Late Shyama Prosad Mukhrjee, residing at Crooked Lane , P.O & P.S. - Chinsurah, Dist - Hooghly, Pin 712101, West Bengal, (Aadhar no. _____), (Pan No. AGXPM6680R), hereinafter referred to as **OWNERS**.

AND

DONA CONSTRUCTION & PROJECTS PVT. LTD. (CIN No. _____), a company incorporated under the provisions of the Companies Act, _____ having its registered office at Crooked Lane , P.O & P.S. - Chinsurah,

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Dist - Hooghly, Pin 712101, West Bengal (PAN No-AADCD1921D), represented by its present Chairman cum Managing Director Subrata Mukherjee, S/O Late Shyama Prosad Mukhrjee, residing at Crooked Lane , P.O & P.S. - Chinsurah, Dist - Hooghly, Pin 712101, West Bengal, (Aadhaar no. _____), (Pan No. AGXPM6680R), authorized vide board resolution dated..... hereinafter referred to as the "**PROMOTER/DEVELOPER**" (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

Mr. / Ms. _____, (Aadhaar no. _____)son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**PURCHASER**" (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 Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

NOW THIS CONVEYNACE WITNESS AS FOLLOWS:-

1. Subject Matter of Conveyance

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 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less, nature of land Bastu together with the building/complex **consisting** of (G+3) multi-storied building situated thereon comprised in L.R. Dag No. 7358 and 7385, L.R. Khatian No.16483, 16484, 16486, 16487, 16488, J.L No: 20, Mouza : Chinsurah, P.S. : Chinsurah, Municipal Holding No.51/36, Mohalla - Dey Gali, District - Hooghly, under the Ward No. -23 of Hooghly-Chinsurah Municipality, D.S.R-I Hooghly, D.S.R-II Hooghly & A.D.S.R. Chinsurah, Office at Hooghly, PIN-712101 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	:	House of Bimal Dey & Madhurima Biswas
On the South	:	Dona Twins-Shreeja.
On the East	:	House of Yogin Dutta
On the West	:	House of Golok Dey

(DESCRIPTION OF FLAT)

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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 the building " Dona Twins-Raima" together with undivided proportionate share of land of "A" SCHEDULE 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 shall 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 Vendors and Developer represents, Warrants and covenants as follows:-

2.2. Title of mother property.....

WHEREAS

A. All the piece and parcel of land measuring about 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less Bastu Land at Mouza & P.S:- Chinsurah, in the District of Hooghly hereinafter referred to as the "said property" originally belonged to one Rashik Lal Mallik, son of Late Shib Chandra Mallik of Chinsurah Dutta Ghat.

B. Rashik Lal Mallik enjoyed the said land by paying land revenue to Hooghly Collector and Sri Babu Kshetronath Shil the then Zamindar of the land.

C. Rashik Lal Mallik while enjoying the aforesaid land transfer the same to one Sri Babu Chuni Lal Dey, son of late Jadav Chandra Dey of Chinsurah Panchanontala, District- Hooghly, through instrument being no.1276 dated 17.08.1892 recorded in book no. I, Volume no.12, pages 234 to 237 registered at Deputy Register at Hooghly for the year 1892.

D. Chuni Lal Dey enjoyed the said land by paying the land revenue to the respective authority and enjoyed the peaceful possession without any disturbance from any corner.

E. Chuni Lal Dey while enjoying the aforesaid land and building thereupon died leaving behind his wife Basanta Kumari Dasi and two sons named Surendra Nath Dey and Prahlad Chandra Dey.

F. As per law of Hindu Succession the said Surendra Nath Dey and Prahlad Chandra Dey became the owner of the property left by Chuni Lal Dey and Basanta Kumari Dasi got the life interest over the aforesaid property.

G. Prahlad Chandra Dey became the owner of undivided half share of the aforesaid property where in Basanta Kumari Dasi got the life interest.

H. Prahlad Chandra Dey and Basanta Kumari Dasi while enjoying their respective interest over the property executed an English mortgage in favour of Kali Charan Nandi, son of Late Shiv Narayan Nandi of Chinsurah Kamar Para Bazar, P.S :- Chinsurah, District- Hooghly against loan of Rs. 4,000.00 only through instrument dated 20.02.1924 registered before the Sadar Sub Register of Hooghly.

I. Prahlad Chandra Dey and Basanta Kumari Dasi failed to repay the aforesaid loan amount to Kali Charan Nandi resulting the said Prahlad Chandra Dey and Basanta Kumari Dasi executed a sale deed for interest of equity of reduction in favour of Kali Charan Nandi through instrument being no.607 dated 04.03.1925 registered before the Sadar Sub Register of Hooghly recorded in Book No. I, Volume No.10, pages 142 to 145.

J. Kali Charan Nandi became the owner of undivided half share of the aforesaid property.

K. Surendra Nath Dey who was the owner of undivided half share of the aforesaid property died leaving behind his wife Khirod Kumari Dasi, two sons Narendra Nath Dey and Rajendra Nath Dey as his legal heirs and successors, the said Basanta Kumari Dasi died in the mean time..

L. Narendra Nath Dey and Rajendra Nath Dey became the owner of undivided half share of the property left by the Surendra Nath Dey and Khirod Kumari Dasi got the life interest of the aforesaid property.

M. Kali Charan Nandi while enjoying the aforesaid land without any disturbance from any corner with the co-sharer of the property sold the same to one Khirod Kumari Dasi, wife of Late Surendra Nath Dey, who happen to be the half sharer of the aforesaid property through sale deed being no.2470 dated 17.06.1925 registered of Calcutta recorded in Book no. I, Volume No. 79, pages 36 to 41.

N. Khirod Kumari Dasi enjoyed the aforesaid property by paying the land revenue and municipal Tax time to time.

O. On introduction of Cadesrtial Survey the aforesaid land was recorded as C.S. Dag No. 5904 under C.S. Khatian No.3434 and C.S Dag No. 5931 under C.S. Khatian No. 1408 of Mouza - Chinsurah.

P. Khirod Kumari Dasi while enjoying the aforesaid land purchased from Kali Charan Nandi died leaving behind a will involving the aforesaid property along with other properties executed on Bengali dated 11 Falgun 1339 wherein she appointed her two sons Narendra Nath Dey and Rajendra Nath Dey as the executer of the will.

Q. Khirod Kumari Dasi died leaving behind the said Narendra Nath Dey and Rajendra Nath Dey as her only legal heirs and successors.

R. Narendra Nath Dey and Rajendra Nath Dey filed an application for grant or probate of the aforesaid will under Sec 289 of the Indian Successions Act 1925 before the court of District Delegate of Hooghly being Case no. 72 of 1941 which was later transferred to first Sub Judge at Hooghly resulting renumber of the case being no. 40 of 1941.

S. Hon'ble Brojendra Saran Sanyal the then District Delegate Hooghly issued the probate of the aforesaid will in favour of Narendra Nath Dey and Rajendra Nath Dey on 7th January 1942 thereafter the said Narendra Nath Dey and Rajendra Nath Dey complete the formalities by depositing the required court fees assessed against the valuation of the Estate of the deceased Khirod Kumari Dasi for the estimated valuation of **Rs.1,02,624.00**.

T. Narendra Nath Dey and Rajendra Nath Dey became the owner of the absolute property at C.S. Dag no.5904 and 5931 of Mouza - Chinsurah, J.L. no. 20, District:- Hooghly by virtue of the aforesaid will and probate and as successors of Late Surendra Nath Dey.

U. On introduction of Revisional survey the aforesaid land was recorded as R.S. Dag No.5904 measuring 0.232 acre under R.S Khatian No. 4708, 4709 and 4710 and R.S. Dag No.5931 measuring 0.046 acre under R.S. Khatian No. 1408, both are of Mouza- Chinsurah, District- Hooghly.

V. On introduction of West Bengal Estate Acquisition Act the aforesaid lands were not affected and the owners of the land became the direct tenant under the Government.

W. On introduction of West Bengal Non Agricultural Tenant act the said land was not affected.

X. The said Narendra Nath Dey while enjoying the half share of the aforesaid property died in the year 1958 leaving behind his wife Smt. Jogomaya Dey, two sons Debabrata Dey and Satyabrata Dey and two Married daughters Basanti Mallik, and Padmaboti Mallik as his legal heirs and successors as per Hindu Succession Act 1956.

XA. The said Smt. Jogomaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik jointly owners of the undivided half share of the aforesaid property and Rajendra Nath Dey became the owner of undivided rest half share of the aforesaid property.

XB. The said Smt. Jogomaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik each of them became the owner of undivided 1/10th share of property and the aforesaid Smt. Jogomaya Dey, Debabrata Dey, Satyabrata Dey, Basanti Mallik and Smt. Padmaboti Mallik each of them owner of undivided 1/5th share of the property Left by their father Narendra Nath Dey.

XC. The said Basanti Mallik while enjoying the undivided 1/5th share of the aforesaid property executed a Gift deed in favour of her brothers Debabrata Dey and Satyabrata Dey through gift deed being no. 7121 for the year 1965 recorded in Book no. I, Volume No. 73, pages 257 to 260 registered before the sub registrar at Hooghly.

XD. The said Padmabati Mallik while enjoying the undivided 1/5th share of the aforesaid property executed a Gift deed in favour of her brothers Debebrata Dey and Satyabrata Dey through gift deed being no. 7122 for the year 1965 recorded in Book no I, Volume No. 73, pages 261 to 264 registered before the sub registrar at Hooghly.

XE. The said Jogomaya Dey became the owner of undivided 1/10th share of the aforesaid property Debabrata Dey became the owner of undivided 1/5th share of the aforesaid property,

Satyabrata Dey became the owner of undivided 1/5th share of the aforesaid property, Rajendra Nath Dey became the owner of undivided half share of the aforesaid property.

XF. The said Rajendra Nath Dey, Smt Jogomaya Dey, Sri Debabrata Dey, Satyabrata Dey while enjoying the respective share of the aforesaid property for proper administration of the same executed a partition deed on 24.05.1966 before the Sadar Joint Sub Registry Office at Chinsurah, District Hooghly, being original Deed No. 4530.

XG. Through the aforesaid partition deed the said Jogomaya Dey, Debabrata Dey, Satyabrata Dey jointly became the owner of demarcated 0.132 acre of land along with building at R.S. Dag No. 5904 under R.S. Khatian No. 4708, 4709 and 4710 of Mouza - Chinsurah, P.S.- Chinsurah, District:- Hooghly.

XH. The said Rajendra Nath Dey through the aforesaid partition deed became the owner of the demarcated land and building at P.S. and Mouza - Chinsurah, J.L. No. 20, R.S. Khatian no. 4710, 4708 and 4709 corresponding to L.R. Khatian no.5770 and 15571, R.S. Dag No. 5904 and 5931 corresponding to L.R. Dag No. 7385 and 7358, total measuring 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less on Holding no. 51/36, Mohalla - Dey Gali.

XI. On introduction of urban land (Celling and Regulation Act) the land was declared as retained land of the owners.

XJ. The said Rajendra Nath Dey prior to his death executed a registered will whereby he gives life interest over the entire property to his wife, after the death of the wife the entire property would be transferred to his three sons named Lakshmi Narayan De, Dilip Kumar De and Ashok Kumar Dey, and at that point of time the then unmarried girl name Anima De, and Tapati De shall enjoy the life interest of the property in a condition that if any of the daughter or both the daughters married then the life interest over the property will be ceased, and there was further condition of maintenance of the unmarried daughter by the sons. The will was duly probated on 3rd December 1985 by the Learned District Delegate at Hooghly.

XK. The wife of the said Rajendra Nath Dey died and one of the daughter name Tapati De was married as a result the property was devolved upon the three sons and Anima De got life interest over the property in a condition that her brothers will maintain her.

XL. The said Dilip Kumar De and Ashok Kumar Dey filed a partition suit for partitioning the entire property being T.S. Case No.96 of 2004 against the said Lakshminarayan De and others.

XM. The said Anima De filed a Suit for maintenance being no.139 for the year 2006 against the said two brothers Dilip Kumar De and Ashok Kumar Dey, before the Learned Court of the Civil Judge, Junior Division, Chinsurah, at Hooghly. The Learned Court on 30.08.2011 directed the defendant of the suit to give Rs.1500.00 per month as maintenance to the said Anima De. The Defendant challenged the said order before the Learned District Judge at Hooghly being Title Appeal No. 22 of 2011 and prayed for interim stay upon the aforesaid order. The Learned District Judge rejected the interim stay application on 25.01.2012.

XN. The aforesaid T.S. Case No. 96 of 2004 was dismissed for default for Non Appearance on 27.07.2012.

XO. The said Lakshminarayan De and Anima De filed a Suit for partition being T.S. No.399 of 2012 before the Court of the Learned Civil Judge, Senior Division, 1st Court at Chinsurah, Hooghly and during pendency of the suit the said Ashok Kumar Dey died leaving behind his wife Smt. Namita Dey and son Sri Ayan Kumar Dey as his legal heirs and successors as per provision of Hindu Succession Act 1956 and the said Smt. Namita Dey and Ayan Kumar Dey was substituted as defendants of the suit in place of their father Ashok Kumar Dey.

XP. In the said **suit** ultimately the present owners herein became the parties of the suit for partition and jointly they arrived in an amicable settlement and filed a compromise petition before the Learned Court and the Learned Court by virtue of the order dated 10.10.2018, allowed the Compromise Petition and as per terms of the compromise the said Lakshminarayan De, Anima De and Dilip Kumar De each of them got the undivided 1/4th share of the aforesaid property and Namita Dey and Ayan Kumar Dey jointly got the undivided 1/4th share of the property. The said suit was decreed on 20.07.2019.

XQ. On introduction of the Land Reforms survey the aforesaid land was recorded as L.R. Dag No. 7385 and 7358 of Mouza- Chinsurah. J.L. No. 20, P.S :- Chinsurah, District:- Hooghly.

XR. The owners became the joint owners of the land and building at P.S. and Mouza – Chinsurah, J.L. No. 20, R.S. Khatain no. 4708, 4709 and 4710, R.S. Dag No. 5904, 5931, L.R. Dag No. 7385 and 7358, under L.R. Khatain no.16483, 16484, 16486, 16487 and 16488, total land measuring 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less and Holding no. 51/36, Mohalla – Dey Gali.

2.3. Record of rights of vendor:- The vendor got his/ her/their name recorded in L.R. Dag No..... under L.R. Khatian No.....with regard to the mother property.

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

2.4 Development Agreement

The Owners executed the Development Agreement along with Power of Attorney dated 25.09.2020 being no.02917 of 2020, registered before the Additional Registrar of Assurance-1, Kolkata, recorded in Book No.I, Volume No.1901-2020, Pages from 146823 to 146876 in favour of the Developer

2.5 Sanction building plan.

Hooghly-Chinsurah Municipality sanctioned Building Plan No.B/381(19-20), dtd.14.03.2020 for construction of the multistoried building over the land.

3. Representation, Warranties and Covenants Regarding Encumbrances:-

3.1 No Acquisition/ Requisition:- The vendor has not received any notice from any authority for acquisition, 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 Acquisition Act 1953.

3.3. No encumbrances by Act of Vendor:- The vendor has not at any time done or executed or knowingly suffered 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 thereof can or may be impeached, encumbered 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 free 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 or howsoever made or suffered by the vendor or any person or persons having or lawfully rightfully or equitably 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 altering the said property or any part thereof.

4. Basic Understanding:-

4.1. Agreement to sell and purchase:- The basic understanding between 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, warranties and covenants.

5. Transfer:-

5.1 Hereby made: The vendor hereby sell, transfer and conveyed All that.....demarcated on the plan annexed herewith 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 which is paid by the Purchaser(s) to the vendor herein through part payments mentioned in the memo of consideration herein below.

6. Terms 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. Consideration amount :-

6.4. Absolute:- absolute, irreversible and perpetual.

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

6.6. Indemnification:- express indemnification by the vendor about the coercion of the vendor's title, vendor's authority to sell and non existence of any encumbrances on the said property and this conveyance 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, expenses, risk and responsibility of the vendor forthwith take all necessary steps to remove or to rectify. To this effect the vendor hereby covenants that the vendor or any person in law trust and equity shall at all times hereafter 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 expenses may be suffered by the purchasers and or their successor-in-interest and assign by the reason of the aforesaid.

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

6.8 Outgoings:- All stautory 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.

6.9 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.

6.10 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 cost of the purchasers and or their successors-in-interest and assigns do execute or cause to be done and executed all such acts, deeds, and things for further or more perfectly assuring the title of the said property.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the agreement and for consideration of a sum for the residential Flat with tiles flooring being Flat No.on the Floor measuring about Sq. ft. more or less and one car parking space at ground floor for total consideration of Rs. (Rupees Only) which is already paid by the **PURCHASER** to the **OWNERS** at the execution of these presents and by the receipt of Rs. (Rupees Only), whereof the **OWNERS / VENDORS** doeth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the flat room details described in "B" Schedule to the **PURCHASER / VENDEE** and the said property the **OWNERS / VENDORS** as beneficial owners doeth by these presents indefeasibly grant sell convey and transfer, assign and assure unto the **PURCHASER / VENDEE**, free from all encumbrances, attachment and other defects in title **ALL THAT** the said residential space more fully and particularly described in **Schedule "B"** or **HOWSOEVER** otherwise the said property now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER** with the proportionate share of land or ground whereupon or on part whereof the same is erected and built together further with all erection and benefit and advantages of the common area mentioned is **SCHEDULE "C"** and other rights, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any thing appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part thereof together furthermore all the estate, right title inheritance use trust property claim and demand whatsoever both at law and in equity of the **OWNERS / VENDORS** into and upon the said property or every part thereof and which now are or hereafter shall or may be in

the custody, power or possession of the **OWNERS / VENDORS**, or any persons from whom they can or may procure the same without action or suit at law or in equity **TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY** the said property and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their rights, members, and appurtenances unto and to the use of the **PURCHASER / VENDEE**, forever freed and discharged from or otherwise by the **OWNERS / VENDORS** well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the **OWNERS / VENDOR** from to these presents **AND THE VENDORS** doeth hereby covenant with the **PURCHASER / VENDEE**, **THAT** notwithstanding any act, deed, or thing whatsoever, by the **OWNERS / VENDORS** done or executed or knowingly suffered to the contrary the **OWNERS / VENDORS** had all material times heretofore and now has good right, full power, absolute authority and indefeasible title to grant sell convey transfer assign and assure the said property hereby granted sold conveyed and transferred or expressed or intended so to be, unto and to the use of the **PURCHASER / VENDEE**, in the manner aforesaid **AND THE PROPERTY** is not effected by any suit, acquisition, requisition, income tax - wealth tax attachment **AND THAT THE PURCHASER / VENDEE** shall and may at all times hereafter, peaceably and quietly enter into hold, possess and enjoy, sold, mortgage, transfer the said property and every part thereof and receive the rents, issues and profits thereof, if any, without any interruption, disturbance, claim or demand whatsoever from or by any person or persons lawfully or equitable claiming any right or estate thereof from under or in trust for him or from or under any of his ancestors or predecessors in title **AND THAT** free and clear and freely and clearly absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the **OWNERS / VENDORS** well and sufficiently save indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the **OWNERS / VENDORS** or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid **AND FURTHER THAT** the **OWNERS / VENDORS** and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for them the **OWNERS / VENDORS** or from or under any of their predecessors in title shall and will from time to time and at all times hereafter at the request and costs of the **PURCHASER / VENDEE** do and execute or

use to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the **PURCHASER / VENDEE** according to the true intent and meaning of these presents as shall or may be reasonably required **AND FURTHER MORE THAT** the **OWNERS / VENDORS** at all times hereafter indemnify and keep indemnified the **PURCHASER / VENDEE**, against loss damages, costs, charges and expenses if any suffered by reason of any defect in the title of the **OWNERS / VENDORS** or any breach of the covenants herein under contained.

THAT THE OWNERS / VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER HERETO FOR THE SAID "B" SCHEDULE FLAT AS FOLLOWS:-

2. The **PURCHASER** shall be absolutely liable to pay proportionate maintenance charges and record his name in the Municipal Corporation record and pay the regular Municipal Taxes against his name.

3. The **PURCHASER** shall be entitled to use, possess and enjoy on all the residential common area and facilities of the building jointly with the other residential co-owners of the Building and shall liable to pay maintenance charges for that as per SCHEDULE "D".

4. The **PURCHASER** shall be entitled to use the said residential space only for the residential purpose and common area only for common use not for other purpose. And the **PURCHASER** shall not be entitled to run any offensive or illegal business, causing any manner of nuisance.

5. The **PURCHASER** shall be liable for maintenance of the inside walls and other accessories and/or associated parts of the said flat out of his own fund whenever necessary not disturbing the other co-owners and nothing toward the above shall be borne by the other co-owners and/or the Association or Society to be formed for the maintenance and management of the common portion as detailed in the SCHEDULE "D".

6. The **PURCHASER** shall be liable to keep the flat and every part thereof along with the common portions in a neat and clean condition, so that no co-owners are disturbed in any way for not doing so and / or for not keeping the same neat and clean.

7. The **PURCHASER** shall be permitted to use all paths, passages for the purpose of ingress and egress and not for any other purpose. And shall not claim any right except the "B" Schedule flat and residential common area required for the use of the said flat only.

8. The **PURCHASER** at his own cost shall take separate meter for enjoyment of electric energy and pay charges, separately for his "B" Schedule flat but for enjoyment of electricity in common areas, shall pay proportionate charges to the Association or Society as the case may be. The Transformer installation charges have to be borne by the Purchaser separately as demanded by the DEVELOPER.

9. The **PURCHASER** shall not and / or be permitted to display banner, canvassing through wall graffiti in or any part of the building and only a decorated name plate may be fixed in the appropriate place marked by the Owners.

10. The **PURCHASER** shall not and/or be permitted to throw or to accumulate or cause to be thrown or accumulation of any dust, ashes, rubbish or other refused articles in the common portions of the said building and/or the adjoining building or buildings.

11. The **PURCHASER** shall not plant heavy machinery, generator or anything attaching the floor but permitted to keep portable generator without sound or inverter within the flat.

12. The **PURCHASER** shall enjoy the common rights over the septic tank with other co-owners and shall pay the maintenance charges as it necessary for using the same.

13. The **PURCHASER** shall not be permitted to injure, harm or damage the common portions or any other unit in the building or main structures by making any alteration of the flat or change of the same affecting the strength of the said building and its protection. That is to say, the **PURCHASER** has a common and/or joint right and obligation of protection of the said building so far as it be necessary to protect the same along with other co-owners.

14. That an ownership association or Society shall be formed for the maintenance and management of the common portions and the **PURCHASER** must co-operate with the **OWNERS / VENDORS** or the co-owners as referred hereinabove to form this Association and he has to be a member of it compulsorily. The expenses of maintenance and management of the common portions shall be made through this Association or Society as the case may be.

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 0.146 acre or 8 cottah 13 chittak 22.5 sq. ft. more or less, nature of land Bastu together with the building/complex **consisting** of (G+3) multi-storied building situated thereon comprised in L.R. Dag No. 7358 and 7385, L.R. Khatian No. 16483, 16484, 16486, 16487, 16488, J.L No: 20, Mouza : Chinsurah, P.S. : Chinsurah, Municipal Holding No. 51/36, Mohalla - Dey Gali, District - Hooghly, under the Ward No. -23, of Hooghly-Chinsurah Municipality, D.S.R-I Hooghly, D.S.R-II Hooghly & A.D.S.R. Chinsurah, office at Hooghly, PIN-712101 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	:	House of Bimal Dey & Madhurima Biswas
On the South	:	Dona Twins-Shreeja.
On the East	:	House of Yogin Dutta
On the West	:	House of Golok Dey.

**SCHEDULE "B"
(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 the building " Dona Twins-Raima" 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, hereditaments, 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	:	

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

1. The building is RCC framed Structure.
2. The foundation of building is of RCC.
3. Wall : 1st class kiln burnt brick/block brick/fly ash brick masonry with suitable cement-sand mortar.
4. PLASTERING : Cement-Sand Mortar on the wall.
5. Wall Finish : Wall Putty on inside walls without colour.
6. Door Frames : Wood/Wood Polymer composite of size 4" x 2 ½" on Main Door and Bed Rooms. 3" x 2 ½" on Balcony
7. Doors : 32mm solid core commercial Flush Door on Main Door.
30mm solid core commercial Flush Door on other Doors.
PVC Door in Toilets.
8. Windows : M.S. Windows fitted with M.S. Grill/ Aluminum Channel with Glass.
9. Kitchen : Open Kitchen, Black Stone "Cooking slab" and after that up to 2 ½' height Glazed Tiles will be provided. 1 pc. Stainless Steel sink fitted with cooking slab, Two nos. Water points in the kitchen.
10. Toilets : White Porcelain W.C commodes with Cistern. One overhead shower in common toilet and 2 Water points in each toilet. Ceramic Glazed tiles up to 5'-0" height from the floor are to be provided in toilets.
11. Roof : RCC slab with proper water curing.
12. Floor : Ceramic Floor Tiles/Equivalent inside the flat.
13. Sanitary and Plumbing : Surface plumbing work in Bathrooms and Kitchen using standard quality upvc/cpvc pipe and fittings.
14. Electrical Wiring and Fittings : Standard quality concealed electrical wiring in all rooms, kitchen, toilets and balcony using standard quality conductors, one 5 AMP plug point in each Bedroom & common Toilet and One 15 AMP plug point in Kitchen. 2 nos. Light point and 1 fan point in each bed room and drawing / dinning room.
15. Lift facilities to be provided as extra cost by the Allottes as & when demanded by the Developer.

THE SCHEDULE "C" ABOVE REFERRED TO

(COMMON AREA)

1. The foundation, columns, beams, supports, corridors, lobbies, stairs, lift, Stairways, landing, entrance and exits.
2. Common passage for residential use.

- 3. The installation for common service such as the drainage system in the premises, water supply arrangements in the premises and electric connection and other facilities, if any, attached to the premises.
- 4. Overhead water tank on the roof at the top floor, ultimate roof of the top floor of the building, pump, deep tube-well, motor, pipes, ducts and all apparatus and installations in the premises for common use.
- 5. Septic tanks, and the sewerage lines thereto connected.

THE SCHEDULE "D" ABOVE REFERRED TO

(COMMON EXPENSES)

- 1. MAINTENANCE : All expenses maintaining, plastering, white washing, painting, repairing, renovating and replacing the common areas and installations including the outer walls of the Building and any common maintenance necessary for the residential portion of the building.

- 2. OPERATIONAL : All expenses for running and operating all machineries, equipments and installations comprised in the common installations including electricity charge for common area electrification, generator, water pump with motor including the costs of repairing, renovating and replacing of the same, Durwan / Security Guard charges of the building if employed, and Insurance charge of the building against earth-quake, fires, mob

damages or by civil commotion if insured the building etc.

3. OTHER : All other expenses and / or outgoings including litigation expenses as are incurred by the Committee for the common purposes.

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 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:

Advocate,