

Draft Deed of Conveyance

**DEED OF CONVEYANCE**

**Date:** ...../...../.....

**Nature of Document: DEED OF CONVEYANCE**

**Parties:** Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives and assigns.

**OWNER: (1) DR. CHANDA NAHA**, wife of Sri. Ashim Kumar Naha, **(having PAN- AEWPD9075Q & having AADHAAR NO. 6198-6671-7490 and PHONE NO. 8777737448) & (2) SRI. ASHIM KUMAR NAHA**, son of Sri. Satyendra Nath Naha, **(having PAN- ADFPN4730L & having AADHAAR NO. 9416-1625-4607 and PHONE NO. 8777737448)** both are by faith – Hindu, by Nationality - Indian, by Occupation – Service & Retired Person, both are residing at I-23/1, B.P. Township, Dakshini – 2, Flat No. 910, P.O. – Panchasayar, P.S. – Patuli, Kolkata – 700094, District: South 24 Parganas, represented by his Constituted Attorney, executed and registered General Power of Attorney dated 09.10.2020 in favour of **M/S. RIA CONSTRUCTION**, represented by its Proprietor **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, by faith Hindu, by Nationality – Indian, by Occupation – Business, residing at 1133, Green Park, 1<sup>st</sup> Floor, P.O. - Mukundapur, P.S. - Purba Jadavpur, Kolkata – 700 099, registered at the Office of D.S.R. – V, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1630-2020, Pages From 85292 to 85326, being **No. 163002265, for the year 2020**, hereinafter called the '**OWNER**' of the **ONE PART**.

**AND**

**PURCHASER: (1) SRI./SMT. ....**,  
son/daughter/wife of ....., **(having PAN-**  
**....., having AADHAAR NO. .... and having**  
**PHONE NO. ....)** by Occupation - ....., by Faith - Hindu,

by Nationality – Indian, residing at ....., P.S. - ....., P.O. - ....., Kolkata- ....., in the District of ....., State-West Bengal, hereinafter called ‘the **PURCHASER** of the **SECOND PART**.

**AND**

**DEVELOPER: M/S. RIA CONSTRUCTION**, having **PAN- ALXPS1254N**, and its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata-700099 represented by its Sole Proprietor, **SRI SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, bearing **PAN- ALXPS1254N, AADHAAR NO. 2799-5664-6180**, and **PHONE NO. 9831742572**, by faith Hindu, by Nationality – Indian, by Occupation – Business, residing at 1133, Green Park, 1<sup>st</sup> Floor, P.O. -Mukundapur, P.S. – Purba Jadavpur, Kolkata – 700 099 hereinafter called the **DEVELOPER** of the **THIRD PART**.

**Subject of Conveyance:**

**Transfer of said flat and Appurtenances:**

**Said Flat: ALL THAT** piece and parcel of one ..... facing Residential Flat No....., having super built up area ..... **Sq. Ft.** more or less on ..... Floor with **Tiles** Flooring consisting of ..... (.....) Bed Rooms, ..... (.....) Dining Cum Kitchen Room, ..... (.....) Balcony, ..... (.....) Bath, and ..... (.....) W.C of the G+IV Storied Building named as “**SANTI ENCLAVE**” lying and situated at **ALL THAT** piece and parcel of the land measuring **5 Cottahs 10 Chittacks 20 Sq.Ft.** more or less, situate and lying at Collectorate Touzi No. 159 & 169, Pargana Khaspur, R.S. No. 40, Mouza - Barakhola, J.L. No. 21, under L.R. Dag No.

143, appertaining to L.R. Khatian No. 311& 312, being Municipal **Premises No. 1433, Mukundapur**, within the limits of the Kolkata Municipal Corporation, under **Ward No. 109**, Borough – XII, **P.S. – Purba Jadavpur**, P.O. – Mukundapur, **Kolkata – 700099**, under **District: South 24 Parganas**, having Assessee No. 31-109-07-1433-1, morefully described in the **SECOND SCHEDULE** hereunder written (hereinafter called the **SAID PROPERTY**).

**Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is /shall be derived by taking into consideration in proportion,of the super built up area of the Said Flat out of the total super built up area of the Said Building.

**Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common areas, amenities and facilities are fully described in the **THIRD SCHEDULE** hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion ofthe super built up area of the Said Flat out of the total super built up area of the Said Building.

**Background:**

**Ownership of the Landowners:** By virtue ofthe events and in the circumstances, the Landowner became the absolute owner of the Said Property, free from all encumbrances and remained in peaceful possession thereof, particularly described as follows:

**WHEREAS** One Manotosh Kumar Lodh, son of Upendra Kumar Lodh purchased a piece of land measuring more or less **5 (Five) Cottahs 10 (Ten) Chittaks 20 (Twenty) Sq.Ft.** being Scheme Plot No. 86, Collectorate Touzi No. 159 & 169, Pargana Khaspur, R.S. No. 40, lying at Mouza - Barakhola, J.L. No. 21, under Khatian No. 147, appertaining to Dag No. 143, under P.S. - Purba Jadavpur, District South 24 Parganas, through a registered Deed of Conveyance and after the said purchase he became sole and absolute owner of the said property and later on he gifted the entire property to his father Upendra Kumar Lodh by a registered Deed of Gift. And by virtue of the said Deed of Gift Sri. Upendra Nath Lodh, s/o Late Nishi Kumar Lodh became sole and absolute owner of this property.

**AND WHEREAS** Sri. Upendra Nath Lodh thereafter sold, transferred and conveyed in favour of **DR. CHANDA NAHA & ASHIM KUMAR NAHA ALL THAT** piece and parcel of land measuring about **5 (Five) Cottahs 10 (Ten) Chittaks 20 (Twenty) Sq.Ft.** along with Kancha Structure roof tiles measuring 150 Sq.Ft. being Scheme Plot No. 86, Collectorate Touzi No. 159 & 169, Pargana Khaspur, R.S. No. 40, lying at Mouza - Barakhola, J.L. No. 21, under Khatian No. 147, appertaining to Dag No. 143, under P.S. - Purba Jadavpur, being K.M.C. Premises No. 1433 Mukundapur, within the limits of the K.M.C. Borough – XII, Ward No. 109, District South 24 Parganas, with all easements and appurtenances thereon, through a Deed of Sale dated 26/11/1997, which was registered in the Office of D.S.R. – III, Alipore at South 24 Parganas, and recorded in Book No. I, Volume No. 106, Pages From 257 to 268, **Being No. 4087 for the year, 1997.**

**AND WHEREAS** the said Sri. Upendra Nath Lodh also execute a Deed of Declaration on dated 31/03/1998 for corrected position of the boundary measurement of the land and the said deed was dully registered in the office

of D.S.R. – III, Alipore at South 24 Parganas, and recoded in Book No. I, Volume No. 72, **Being No. 1197 for the year 1998.**

**AND WHEREAS** by virtue of the said purchase **DR. CHANDA NAHA & ASHIM KUMAR NAHA** the Owners herein became sole, absolute and exclusive owner of the **ALL THAT** piece and parcel of **5 (Five) Cottahs 10 (Ten) Chittaks 20 (Twenty) Sq.Ft.** of land situated at Mouza - Barakhola, J.L. No. 21, Khatian No. 147, appertaining to Dag No. 143, P.S. Purba Jadavpur, District South 24- Parganas, being K.M.C. Premises No. 1433, Mukundapur, Ward No. 109, Borough - XII, having Assessee No: 311090714331 together with structure, which is free from all encumbrances, liens, lispence attachment etc., and has been possessing the same as her exclusive and absolute property without any objection and/or interference from anybody.

**AND WHEREAS DR. CHANDA NAHA**, w/o Sri. Ashim Kumar Naha & **ASHIM KUMAR NAHA**, s/o Satyendra Nath Naha the owner herein mutate the said property in the record book of the K.M.C. and the K.M.C. authority numbered the said **Premises as 1433, Mukundapur** and generated a new **Assessee No: 31-109-07-1433-1** in the name of the present owner details and began to enjoy the same by paying taxes thereto.

**DEVELOPMENT AGREEMENT:**

Said Land owwner, **DR. CHANDA NAHA**, w/o Sri. Ashim Kumar Naha & **ASHIM KUMAR NAHA**, s/o Satyendra Nath Naha entered into a Development Agreement, on dated 8<sup>th</sup> October, 2020 with **M/S. RIA CONSTRUCTION**, its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, the

Developer herein, for constructiong a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the D.S.R. – V, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1630-2020, Pages From 79378 To 79416, **being No. 163002123 for the Year 2020.**

**GENERAL POWER OF ATTORNEY:-**

The said land owner **DR. CHANDA NAHA**, w/o Sri. Ashim Kumar Naha & **ASHIM KUMAR NAHA**, s/o Satyendra Nath Naha, execute a Development Power of Attorney after Registered Development Agreement dated 9<sup>th</sup> October, 2020 and registered in the office of D.S.R. – V, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1630-2020, Pages From 85292 to 85326, being **No. 163002265, for the year 2020**, appointing the said **M/S. RIA CONSTRUCTION**, its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, as his Constituted Attorney.

**SUPPLEMENTARY DEVELOPMENT AGREEMENT:**

Said Landowner, **DR. CHANDA NAHA**, w/o Sri. Ashim Kumar Naha & **ASHIM KUMAR NAHA**, s/o Satyendra Nath Naha also execute a Supplementary Development Agreement, on dated 8<sup>th</sup> October, 2021 with **M/S. RIA CONSTRUCTION**, its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, the Developer herein, for constructiong a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the D.S.R. – V, Alipore, South 24 Parganas and recorded in Book No. I, Volume

No. 1630-2021, Pages From 161489 To 161523, **being No. 163004271 for the Year 2021.**

**BOUNDARY DECLARATION FOR K.M.C:**

Thereafter the said **DR. CHANDA NAHA**, w/o Sri. Ashim Kumar Naha & **ASHIM KUMAR NAHA**, s/o Satyendra Nath Naha, being represented by her constitute attorney **M/S. RIA CONSTRUCTION**, having **PAN - ALXPS1254N**, and its Registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, registered One Boundary Declaration for KMC, which was duly registered on dated 16<sup>th</sup> September, 2022 in the office of D.S.R. – II, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1602-2022, Pages From 442210 to 442223, being **No. 160212593, for the year 2022.**

**K.M.C. DEED OF GIFT (CORNER/SPLAYED):**

**DR. CHANDA NAHA**, w/o Sri. Ashim Kumar Naha & **ASHIM KUMAR NAHA**, s/o Satyendra Nath Naha, being represented by her constitute attorney **M/S. RIA CONSTRUCTION**, registered Office at 579, Purbalok, Kalikapur, P.O. - Mukundapur, P.S. - Purba-Jadavpur, Kolkata - 700099 represented by its Sole Proprietor, **SRI. SANJAY KUMAR SINGH**, son of Sri Lal Deo Singh, also execute One Declaration (Common Passage), which was duly registered on dated 16<sup>th</sup> September, 2022 in the office of D.S.R. – II, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No. 1602-2022, Pages From 442195 to 442209, being **No. 160212594, for the year 2022.**

**PLAN SANCTION:**

With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its **B.P. No. 2022120505**, dated 08.02.2023 for construction of a **G+IV** Storied Building over the said premises sanctioned by the Kolkata Municipality Corporation.

**Construction of Building:** The said Developer is constructing a multi-storeyed building namely "**SANTI ENCLAVE**" known the said land more fully described in the **FIRST SCHEDULE** hereunder written.

**SUPER BUILT UP AREA:** Super Built Up Area means the total covered area plus proportionate share of service area.

**SALE OF COMPOSITE UNIT:** Pursuant to an execution of Agreement for Sale made between the Purchaser and the Landowner through his Constituted Attorney and the Developer to purchase of an Apartment in the said "**SANTI ENCLAVE**", the Developer by execution of the said Agreement for Sale, provisionally agreed to allot to the Purchaser herein the Flat, fully described in the **SECOND SCHEDULE** hereunder written,, subject to the Purchaser agreeing to the terms and conditions contained in the said Agreement for Sale.

**SALE OF LAND SHARE :** The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats (Intending Purchasers).

**SATISFACTION AND POSSESSION:** Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated ...../...../2023, the Developer herein had called upon the Purchaser/s to take possession of the said Flat and the Purchaser/s shall took possession thereof upon fully satisfying himself/themselves being satisfied with the title of the Vendor to the land, the sanction of Building Plan and the specification for construction of the Apartment.

**COMPLETION OF SALE:** At the request of the Purchaser herein, the Landowner through his Constituted Attorney and the Developer (Collectively –the Transferors) are hereby completing the sale in respect of the said Flat in favour of the Purchaser herein.

**FREE FROM ENCUMBRANCES:** The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

**OTHER RIGHTS:** Together with all other rights appurtenant to the Said Apartment and Appurtenances.

**NOW THIS DEED WITNESSES:**

**SALE :** The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in

the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as **“SANTI ENCLAVE”** with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of **Rs. ....../- (Rupees ..... Only)** the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

**PURCHASER’ COVENANTS:**

The Purchaser doth hereby covenants with the Developer, as follows:

- 1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan (approved by Kolkata Municipal Corporation) of **“SANTI ENCLAVE”**, and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the **“SANTI ENCLAVE”**, Common Portions and the Building Common Portions.

- 2) The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.
- 3) The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of **“SANTI ENCLAVE”**, and/or with regard to formation of maintenance organization/association for the **“SANTI ENCLAVE”**, after handing over possession of the Apartment.
- 4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant Flat in the **“SANTI ENCLAVE”**.
- 5) The **“SANTI ENCLAVE”**, Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody, whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of the **“SANTI ENCLAVE”**, .
- 6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of **“SANTI ENCLAVE”**, Common Portions, the Building Common Portions and all these liabilities shall be perpetual even though the

same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the **“SANTI ENCLAVE”**, Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Landowner to the Land on which the Building is constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the **“SANTI ENCLAVE”**, will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat owner/s of the Building.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the Owner/Occupier of the adjoining or neighboring Flat/s and shall not allow it to be used for any unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities, amenities and portions in the “**SANTI ENCLAVE**”, in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

**DEVELOPER COVENANT:** The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat or more effectually transferring the said Flat to the Purchaser/s.

**POSSESSION:** The Developer has handed over the peaceful possession of the Flat to the Purchaser/s herein, at or before the execution hereof, which the Purchaser doth hereby admits and acknowledges.

**OBLIGATION OF THE PURCHASER/S** : On and from the Date of Possession, the Purchaser/s shall :

**a. Residential Use** : use the Said Flat for Residential purpose only, Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

**b. No Alteration** : Not after purchase modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event

the Purchaser/s make the said alterations/changes, the Purchaser/s shall compensate, the Developers as it will be estimated by the Developer.

**c. No Structural Alteration** : Not alter, modify or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.

**d. No Sub-Division** : Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

**e. No Changing Name** : Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.

**f. No Nuisance and Disturbance** : Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

**g. No Storage** : Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

**h. No Obstruction to Developer/Association** : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).

- i. No Obstruction of Common Portions** : Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- j. No Throwing Refuse** : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
- k. No Injurious Activities** : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.
- l. No Storing Hazardous Articles** : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- m. No Floor Damage** : Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.
- n. No Use of Machinery** : Not install or operate any Machinery or equipment except household appliances.
- o. No Right in Other Areas:** The Purchaser/s shall not have any right in the other portions of the saidProperty and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

**Developer's Covenants** :The Developer covenants with the Purchaser/s and admit and accept that :

**No Creation of Encumbrance** :The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.

**COSTS OF STAMP DUTY AND REGISTRATION FEE:** The Purchaser will bear and pay the costs of Stamp Duty and Registration Fees of this Conveyance and other legal expenses for the registration.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Said Premises)

**ALL THAT** piece and parcel of the land measuring **5 Cottahs 10 Chittacks 20 Sq.Ft.** more or less, situate and lying at Collectorate Touzi No. 159 & 169, Pargana Khaspur, R.S. No. 40, Mouza - Barakhola, J.L. No. 21, under L.R. Dag No. 143, appertaining to L.R. Khatian No. 311& 312, being Municipal **Premises No. 1433, Mukundapur**, within the limits of the Kolkata Municipal Corporation, under **Ward No. 109**, Borough – XII, **P.S. – Purba Jadavpur**, P.O. – Mukundapur, **Kolkata – 700099**, under **District: South 24 Parganas**, having Assessee No. 31-109-07-1433-1, together with all right, title, interest and right of easement attached thereto and the same is butted & bounded by

ON THE NORTH : Plot No. 77;  
 ON THE SOUTH : 30' Wide Common Passage;  
 ON THE EAST : 20' Wide Common Passage;  
 ON THE WEST : Plot No. 85 of A.B. Dutta

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the Flat)

**ALL THAT** piece and parcel of one ..... facing Residential Flat No....., having super built up area ..... **Sq. Ft.** more or less on ..... Floor with **Tiles** Flooring consisting of ..... (.....) Bed Rooms, ..... (.....) Dining Cum Kitchen Room, ..... (.....) Balcony, ..... (.....) Bath, and ..... (.....) W.Cof the G+IV Storied Building named as “**SANTI ENCLAVE**” consisting of several self contained flats, Car Parking Spaces, and other spaces **TOGETHER WITH** undivided proportionate share of land fully described in the **FIRST SCHEDULE** hereinabove written **TOGETHER WITH** right to enjoy the proportionate share or interest in the common areas and parts of the said building, fully described in the **THIRD SCHEDULE** hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** the Net price shall be paid in the manner mentioned in the **FIFTH SCHEDULE** hereunder written.

Morefully and particularly described in the **MAP or PLAN** annexed herewith.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Particulars of the Common areas and Parts)

The Owner, Intending Purchasers entitled to use the Common user of the Common Areas and the Common Parts mentioned in this Indenture shall include:

1. Staircase leading to all floors.
2. Main gate of the said building of the said Holding and Common Passage and lobby on the Ground Floor to Top Floor.
3. Water Pumps, Water Tank, Water Pipes and Overhead Tank on the ultimate roof and other common plumbing installation and also Pump.
4. Installation of Common Services viz. Electricity, Water Pipes, Sewerage, Rain water pipes.
5. Lighting in common space, passage, staircase including electric Meter, and its fittings.
6. Common Electric Meter and Box.
7. Electric wiring, Meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the Units, and any other unit beside the same on any side thereof.
8. Windows, Doors, Grills and other fittings of the common areas of the Building.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Holding of the building as are necessary for use and occupancy of the units.
10. Electrical wirings, Meters (excluding those installed for any particular flat).

11. All other facilities or elements or any improvement outside the Flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
12. The foundation, corridor, lobbies, stairways, entrance and exists, Pathways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete Floor Slab except the roof slab and all concrete ceiling and all staircase in the said building.
13. Lift & Lift Wall.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses)

The Owner herein and Co-Owners within the Building shall have to bear proportionately : -

- 1) The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landings, the gutters, the rainwater pipes, electric pumps, water gas pipes, electric wiring installations, sewerages, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the owner, developer and intending Purchaser or other occupiers thereof.

- 2) The cost of clearing, maintaining and lighting the main entrance, passage, landings, staircase and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
- 3) The costs and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations, over lights and service charges and supplies of common utilities.
- 6) Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

**IN WITNESS WHEREOF** the **PARTIES** hereto have executed these presents on the day, month and year first above written.

**SIGNED AND DELIVERED**

by the **VENDOR** above named

in the Presence of:

1.

2.

---

**SIGNATURE OF THE VENDOR**

**SIGNED AND DELIVERED** by

The **PURCHASER** above named

in the Presence of :

1.

2.

---

**SIGNATURE OF THE PURCHASER/S**

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** above named

in the Presence of :

1.

2.

---

**SIGNATURE OF THE DEVELOPER**

**RECEIVED** of and from the within named Purchaser, the sum of **Rs. ..../- (Rupees ..... Only)** by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below :

**Rs. ..../-**

**MEMO OF CONSIDERATION**

| <b>SL. No.</b> | <b>Particulars</b>                                                    | <b>Amount</b>     |
|----------------|-----------------------------------------------------------------------|-------------------|
| 1.             | Paid by Cheque No. .... dated ..... drawn on                          |                   |
| 2.             | Paid by Cheque No. .... dated ..... drawn on ..... Bank, branch ..... |                   |
| 3.             | Paid by Cheque No. .... Dated ..... drawn on ..... Bank               |                   |
| <b>Total</b>   |                                                                       | <b>Rs. ..../-</b> |

**RUPEES ..... LACKS ONLY**

**WITNESSES**

- 1.
- 2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

Drafted & prepared at my office :

**(SANTANU ADHIKARY)**

**Advocate**

**Alipore Judges' Court,**

**Kolkata - 700027**

**ENRL NO. F/2420/2018**

**Phone No. 8910024498 / 8274938991**