

FORM A
(See Rule 3)
FORM OF DECLARATION

Date:
Place:

Promoter Details:

1. Name: MATA DI REAL ESTATE
2. Registered Address: 24/1 ABHAY GUHA ROAD, LILUAH, HOWRAH - 711204
3. Local/ Postal Address: 24/1 ABHAY GUHA ROAD, LILUAH, HOWRAH - 711204
4. Date of Incorporation (if applicable): 04-09-2015
5. Name/designation of Authorised Signatory: Mr RAJ KUMAR MISHRA (PROPRIETOR)

The Declarant hereby solemnly states the following:

FIRST:The Promoter owns /holds the land as lessee which is fully described and detailed in Annexure 'A' to this declaration.

SECOND:The Promoter has constructed on the parcel of land, described in Annexure 'A' to this declaration, an Apartment Building/Group Housing scheme, detailed below:

Sl. No.	Description	Particulars
(1)	(2)	(3)
1.	Name of the building /Group Housing Scheme	CHANDANA APARTMENT
2.	Sanctioning Authority of the Plan	CHINSURAH MUNICIPALITY
3.	Date of Sanction	09-10-2018
4.	Municipal No. of the property	560/433/1054/560
5.	Municipal Ward of the property	WARD NO. - 05
6.	Postal address of the property	560/433/1054/560 KAILASH NAGAR MOHALLA - KAJIDANGA, CHINSURAH, HOOGHLY - 712123
7.	Name of Architect/ Structural Engineer	Architect : SANDEEP DAS Structural Consultant : ROBIN ROY
8.	Height of the building	As per SANCTIONED PLAN
9.	Scheme whether residential or commercial (other than multiplex or mall)	Residential
10.	No. of Floors	AS PER SANCTIONED PLAN

THIRD: That the said property consists of the apartments detailed in Annexure 'B' to this declaration. The various apartments of the scheme are capable of individual utilization on account of having their own exit to common areas and facilities of the building/property scheme and the apartment will be sold to one or more persons, each person obtaining a particular and exclusive property rights thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as the 'Apartment') and also an undivided interest in the

general and/or 'limited common areas and facilities' of the building/property scheme, as listed in this declaration deed, necessary for their adequate use and enjoyment, and referred to as:-

- (a) Common facilities for dwelling units of individual block
- (b) Limited common facilities for apartments, means those common areas and facilities which have been designated in writing by the promoter as reserved for the use of certain apartment or apartments to the exclusion of the other apartments."

FOURTH: That the aforesaid building has a total floor area of **1356.88** square meters on all floors, of which **1274.87** square meters will constitute the apartments and remaining **82.01** square meters will constitute the 'common areas and facilities' and **0** square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as "**CHANDANA APPARTMENT**" (insert the name of the building / scheme as given above) and that the apartments and 'common areas and facilities' (as defined in S. 3(i) of the Act), the 'limited common areas and facilities' of the building / scheme (as defined in S. 3(s) of the Act), and the 'independent areas' (as defined in S. 3(p) of the Act), and shall be as follows –

Sl. No.	Item	Details
1.	"Common areas & facilities" [as defined in S. 3(i) of the Act]	As per Annexure 'D'
2.	"Limited common areas & facilities" [as defined in S. 3(s) of the Act]	As per Annexure 'E'
3.	"Independent areas" [as defined in S. 3(p) of the Act]	As per Annexure 'F'

SIXTH: (a) that the right, title and interest of each apartment owner and his proportionate share in the profits and common expenses for the common areas and facilities, as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment Owners of the **CHANDANA APPARTMENT** Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of **CHANDANA APPARTMENT** Condominium consisting as aforesaid of the building and parcel of land described above shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws of the association of the apartment owners. The promoter shall be responsible for full quality control of materials and workmanship at site. The specifications of construction detailed in 'Schedule-A' hereto.

EIGHTH: That for the purpose of stamp duty and registration fees payable on the deed of apartments under S. 13 of the Act, the value of the

(a) land of each apartment would be computed on the basis of the percentage of the undivided share so that the aggregate of the land component of all of the apartments of the building is equivalent to the total value of the land of the building;

(b) the construction of each apartment would be also computed on the basis of the percentage of the undivided share as it bears to the total covered area.

NINTH: That the 'common areas and facilities' as well as the 'limited common areas and facilities' shall remain undivided and no apartment owner shall bring any action for their partition or division thereof.

TENTH: That the percentage of the undivided interest in the "common areas and facilities" as well as the "limited common areas and facilities" established herein shall not be changed except with the approval of Competent Authority expressed in amendment to this deed.

ELEVENTH: That the undivided interest in the 'Limited common areas and facilities' shall not be separated from the apartment to which they pertain and shall be deemed conveyed or

encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument;

TWELTH: That neither the dedication of the property to the plan of apartment ownership herein shall not be revoked, nor the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

THIRTEENTH: That if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Act;

FOURTEENTH: That where an apartment is sold pursuant to the recovery of the mortgage money, then neither the mortgagee nor the purchaser who derives title to be apartment at such sale or his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of the title by such acquirer but the association of apartment owners would be entitled to recover the amount subsequent to the date of acquisition of title by such acquirer.

FIFTEENTH: That the 'independent areas', declared herein in the Annexure 'F' are not included as common areas for the joint use of the apartment and the promoter would be at liberty to sell them or to construct thereupon without interference of other apartment owners in view of the provisions of S. 3(p) of the Act.

SIXTEENTH: The promoter shall maintain the common areas and facilities till the association is formed and shall be entitled to collect the maintenance charges @Re 1/- per month from the owners of each apartment.

IN WITNESS WHEREOF, Shri RAJ KUMAR MISHRA for on and behalf of **MATA DI REAL ESTATE** (the promoter) hereto set his hand this 20th day of **FEBRUARY** of year **2019**

Signed and delivered by
MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor
(Seal of the Promoter)

In the presence of:-

1. _____
2. _____

Annexure 'A'
Details of the land of the building to which the present declaration relates

Sl. No.	Items		
1.	Location of the land of the Building	Revenue village	CHINSURAH
		Tehsil	CHINSURAH
		District	HOOGLY
2.	Survey No. with area	No.	408.88SqM
3.	Date of last document of title under which the promoter claims the land	Date: 11-08-2016	11-082016
4.	Details of Registration of the above title document	Book No.	01
		Vol. No.	0603
		Page Nos.	81042-81065 & 81066-281086
		Sl. No.	060304678 & 060304679
		Date of Regn.	11-08-2016
5.	Boundaries of the land	North	28.54 SQMTR
		South	28.925 SQMTR
		East	16.825 SQMTR
		West	16.650 SQMTR
6.	Land whether freehold or leasehold		FREE HOLD
7.	If land is leasehold, the unexpired period of the lease		NOT APPLICABLE

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Place:
Date:

Signature of declarant with
designation and seal

Annexure-'C'
**Details of covered area of apartments and total covered area of
common areas and facilities /limited common areas and
facilities**

Sl. No.	Particulars				
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at various floors	1274.87 Sq M	X	X	X
(b-1)	Total covered area of common areas & Facilities (as defined in S. 3(i) of the Act)	X	82.01 Sq M	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	0	X
(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]	X	X	X	1356.88 Sq M
	Sum up				

Place:
Date:

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Signature of declarant with
designation and seal

Annexure 'D'
**Details of the common area and facilities of the building to which
the present declaration relates**

Sl. No.	Name of the common areas & Facilities	Its description /area
(a)	The parcel of land described in paragraph First of this Deed.	408.88 Sq M
(b)	Basement (if any) (as shown in Exhibit 'A' attached hereto)	NOT APPLICABLE
(c)	Facilities in the basement	NOT APPLICABLE
(d)	Parking facilities (as shown in Exhibit 'A' attached hereto)	339.22 Sq M
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
(i)	Garden lawns	NA
(ii)	Children playing area	NA
(iii)	Swimming Pool	NA
(iv)	Tennis Court	NA
(v)	Badminton Court	NA
(vi)	Commercial areas & Facilities	AS SHOWN IN DRAWING
(vii)	Lobby & facilities	AS SHOWN IN DRAWING
(viii)	Any other facility	NA
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	
(i)	Elevator	1 No.
(ii)	Area of shaft(s)	NA
(iii)	Elevator shaft extends from ground floor upto	NA
(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	AN
(v)	No. of stairway 'B' (if any), which lead from the open court to the upper floors.	1

(vi)	A flue (if applicable), extending from the incinerator in the basement to the roof of the building, which has a hopper door in each one of theupper floors for the disposal of garbage and rubbish, and will be fed from the janitor's room of each of theupper floors.	-NA-
(vii)	No. of Water tank(s)	2
(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	Shall be submitted at the time of completion
(ix)	Plumbing network throughout the building	As per Drawings
(x)	Electric wiring net-work throughout the building	As per Drawings
(xi)	Necessary light(s)	As per Drawings
(xii)	Telephone(s)	NA
(xiii)	Public water connection(s)	NA
(xiv)	Foundations and main walls, columns, girders, beams and roofs of the Building	As per Drawings
(xv)	Tank(s)	Shall be provided at the time of Completion
(xvi)	Pump(s)	Shall be provided at the time of Completion
(xvii)	Motor(s)	Shall be provided at the time of Completion
(xviii)	Fans	NA
(xix)	Fire fighting equipment(s)	As per Drawings
(xx)	Compressor(s)	-NA-
(xxi)	Duct(s)	As per Drawings
(xxii)	Central Air Conditioning Equipment(s)	-NA-
(xxiii)	Heating Equipment	-NA-
(xxiv)	General all apparatus & installation existing for common use	NA

MATA DI REAL ESTATE

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Proprietor

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Note:—Section 3(i) of the Act has defined the term “common areas and facilities” and the above common areas and facilities are illustrative and not exhaustive.

Annexure 'E'
Details of the limited common area and facilities of the building to which
the present declaration relates

"Limited Common areas & Facilities" (as defined in S. 3(c) of the Act and shown in Exhibit 'A')		
(i)	Parking	None
(ii)	Lobby, giving access to the elevator(s) to specified dwelling unit	None
(iii)	Corridor extending from the lobby to the stairway	None

MATA DI REAL ESTATE

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Place:
Date:

Signature of declarant with designation and seal

Note:- Section 3(s) of the Act has defined the term "limited common areas and facilities" means "those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for the use of certain apartment or apartments to the exclusion of the other apartments."

Annexure 'F'
**Details of the "independent areas" of the building to which the
present declaration relates**

"independent areas" (as defined in S. 3(P) of the Act)		
(i)	Parking	OPEN PARKING 339.22Sq M
(ii)	Servant quarter	NA
(iii)	Club with independent access	NA
(iv)	Convenient shops	NA
(v)	Covered garage/store	-NA-
(vi)	Terrace attached to an apartment. (if applicable)	-NA-

Note:- Section 3(p) of the Act has defined the term "**independent area**" which means the areas which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners.

MATA D REAL ESTATE
Raj Kumar Mishra
Proprietor

Place:
Date:

**Signature of declarant with
designation and seal**

Schedule-A
[Specifications of Construction]

- | | |
|--------------------------------|---|
| 1. Foundation: | RCC Foundation |
| 2. Flooring: | Marble or Vitrified tiles for habitable zone, ceramic Tiles for Toilets, Marble / Tiles for Lobby |
| 3. Doors and Hardware: | Flush Doors or Eq |
| 4. Windows: | Steel / Alluminium |
| 5. Internal Finish: | Plaster of Parish |
| 6. External Finish: | Paint |
| 7. Sanitary ware and fittings: | Good quality chinaware & CP fittings |
| 8. Electrical: | Copper wiring ISI marked |
| 9. Plumbing and water Line: | PVC / CPVC as per requirement |

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

Place :-
Date:

Signature of declarant with
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