

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
....., 2019

BETWEEN

For SURAKHA CONSTRUCTION
Santhi Sankar Partner
Samir Sankar Partner

SRI SUNIL NASKAR, son of Late Satish Naskar, by Nationality - Indian, by faith - Hindu, residing at Garagachha, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, hereinafter called and referred to as the **VENDOR/ LAND OWNER** (which terms or expressions shall, unless excluded by or repugnant the subject or context, be deemed to mean and include his heirs, executors, administrators, successors, legal representative and/ or assigns) of the **FIRST PART**, being represented by his true and lawful constituted Attorney, **SURAKHA CONSTRUCTION (PAN : ACGFS2283P)**, a Partnership firm having its office at Surakha Apartment, Madhya Balia, Post Office - Garia, Police Station - Soanrpur, Kolkata - 700084, represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Sri Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both by faith - Hindu, both by occupation - Business, both residing at 37, Rekha Neer, Post Office - Garia, Police Station- Sonarpur, Kolkata - 700084.

AND

SURAKHA CONSTRUCTION (PAN : ACGFS2283P), a partnership firm having its office at Sarada Apartment, Garia Station Road, Madhya Balia, Post Office - Garia, Police Station - Soanrpur, Kolkata - 700084, represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Sri Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both by faith - Hindu, both by occupation - Business, both residing at 37, Rekha Neer, Post Office - Garia, Police Station- Sonarpur, Kolkata - 700084, hereinafter called referred to as the **DEVELOPER/ CONFIRMING PARTY** (which terms or expressions shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/ or assigns) of the **SECOND PART**.

For SURAKHA CONSTRUCTION

Surath Sardar

Partner

Samir Sardar

Partner

A N D

.....
.....
hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)/ PURCHASERS** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his/ her/ their heirs, executors, administrators, legal representatives and/ or assigns) of the **THIRD PART**.

A. DEFINITIONS – For the purpose of this Agreement for Sale, unless the context otherwise requires -

(a) **ACT** - means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;

(b) **ADVOCATE** – shall mean **SAMAR DAS**, Advocate, High Court, Calcutta, Chamber at Kiron Apartment, Balia More, Garia, Kolkata – 700084 appointed by the Developer/Promoter inter alia, for preparation of this Agreement and Conveyance for transfer of the Apartment;

(c) **ARCHITECT** – shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;

(d) **ASSOCIATION** – shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;

(e) **CARPET AREA** - shall means the net usable floor area of an apartment excluding the area covered by the external walls, area under services. Shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For SURAKHA CONSTRUCTION


Partner


Partner

- (f) **BUILT UP AREA** : shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Balcony(ies)/Deck(s)/Verandah(s)/ which exclusively comprise a part of the Apartment, (iii) the niches, Cup Board and (iv) areas under the services' shafts within the apartment and external walls of the Apartment, all as computed by the Architect
- (g) **SUPER BUILT UP AREA** : shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties..
- (h) **BUILDING/ NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named "**SURAKHA RESIDENCY - 1**", containing several independent and self contained flats/apartments, parking spaces and other constructed areas;
- (i) **APARTMENT** - shall mean **All That** the **Apartment/Flat No.** ___ containing a **carpet area** of ___ Sq. Ft., type ___ BHK, or ___ Sq.Ft. **built up area** or ___ Sq.ft. **super built up area**, be the same a little more or less, on the ___ **Floor** of the **Block No.** ___ of the Project to be known as "**SURAKHA RESIDENCY - 1**" together with right to park a **car** at the open/covered (dependent/independent) parking space on the ground floor level **being no.** ___ situated within the said Project more fully and particularly described in the **Second Schedule** hereunder written and together with the prorata share in the Common Areas and the Common Installations to be used in common with the other Allottee(s);
- (j) **CANCELLATION CHARGES** - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;

For SURAKHA CONSTRUCTION

Santhosh

Partner

Samir Sanjay

Partner

(k) **COMMON AREAS AND INSTALLATIONS** - shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;

(l) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Allottees as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s); .

(m) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.

(n) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having Building Permit No. **89/CB/01/65 dated 14.08.2018** duly sanctioned by the Rajpur- Sonarpur Municipality for construction of residential Project comprising of one block having Ground + Four storied and one block ground plus three storied consisting of self contained independent apartments, commercial spaces, and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Installations thereto upon the said Land or on the part thereof to be known as "**SURAKHA RESIDENCY - 1**".

(o) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as "**SURAKHA RESIDENCY - 1**" comprising of two blocks consisting of self contained independent apartments, commercial spaces and the car parking spaces whether open or covered within the complex and the Common Areas, Common Installations to be constructed by the Developer/Promoter in terms of the Plan on the said land or on the part thereof.

For SURAKHA CONSTRUCTION

Partner


Partner

(p) **RULES** - means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(q) **REGULATIONS** - means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

(r) **SAID LAND - 17 Cottahs 01 Chittaks 00 Sq. ft.** Bastu Land, be the same a little more or less, lying, situated at **Holding No. 518, Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality and comprised in **L.R. Dag No. 270** appertaining to **L.R. Khatian No. 567** corresponding to **R.S. Dag No. 246** appertaining to **R.S. Khatian No. 39** of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas, Kolkata - 700084, more fully and particularly described in the **First Schedule** hereunder written.

(s) **SAID SHARE** - shall mean proportionate undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).

(t) **SECTION** - means a section of the Act.

(u) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

B. INTERPRETATION

i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

For SURAKHA CONSTRUCTION



Partner



Partner

- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

C. Description of ownership :

WHEREAS Sunil Naskar, the land owner herein along with his brother, Haran Naskar got 34 Cottahs 2 Chittaks land at R.S. Dag No. 246 appertaining to R.S. Khatian No. 39 of Mouza - Garagachha, J.L. No. 45, Touzi No. 56, Police Station - Sonarpur, District - South 24 Parganas by virtue of a Deed of Gift executed and registered on 30.10.2002 at the office of the A.D.S.R., Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 135, copied at Pages 29 to 39, being No. 7960 for the year 2002 from its erstwhile owner, Ramanath Dey Sarkar Charitable Trust and since then they jointly had been in possession and enjoyment of the said property without any hindrance and encumbrance.

For SURAKHA CONSTRUCTION



Partner



Partner

AND WHEREAS during joint possession and enjoyment of the said property they jointly divided the said property equally by virtue of a Deed of Partition which was registered at the office of the A.D.S.R., Sonarpur, South 24 Parganas and recorded in Book No. I, CD Volume No. 44, Pages 2028 to 2042, Being No. 11858 for the year 2008 and as per said Partition Deed Sunil Naskar became the sole and absolute owner of 17 Cottahs 1 Chittaks land from the east and his brother, Haran Naskar became the sole and absolute owner of 17 Cottahs 1 Chittaks land from the west out or the aforesaid 34 Cottahs 2 Chittaks land which is also demarcated in the site plan attached therewith.

AND WHEREAS since then the said Haran Naskar, the Land Owner herein had been in possession and enjoyment of the said property without any hindrance and encumbrance and got mutated the said property in the department of Block Land and Land Reforms Office, Sonarpur, South 24 Parganas and the said property recorded in L.R..R.O.R. as L.R. Dag No. 270 under L.R. Khatian No. 567 of Mouza - Garagachha and also recorded his name in the record of the Rajpur - Sonarpur Municipality and said property recorded as Holding No. 518, Garagachha, Ward No. 01 of the Rajpur - Sonarpur Municipality.

AND WHEREAS three Development Agreements were entered into by and between the Land Owner and Developer herein on **27.05.2016 and 15.09.2016 and 14.03.2017** which was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2016, Pages from 36665 to 36684, **Being No. 162901711** for the year **2016 and** Book No. I, Volume No. 1629-2016, Pages from 66100 to 66117, **Being No. 162903090** for the year **2016 and** Book No. I, Volume No. 1629-2017, Pages from 19314 to 19338, **Being No. 162900776** for the year **2017** respectively for construction of Apartment Ownership Building upon the plot of land altogether measuring more or less **17 Cottahs 1 Chittaks 00 Sq. ft.**, be the same a little more or less, at **Holding No. 518,**

For SURAKHA CONSTRUCTION

Sumit Saha

Partner

Samir Saha

Partner

Garagachha, Ward No. 01 of the Rajpur - Sonarpur Municipality comprised in **L.R. Dag No. 270** appertaining to **L.R. Khatian No. 567** corresponding to **R.S. Dag No. 246** appertaining to **R.S. Khatian No. 39** of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas at the cost and expenses of the developer with several terms and conditions as contained therein and the land owners also grant General Power of Attorney for development after registration of Development Agreement for construction of building upon the aforesaid premises and to sell developer's allocation in the said building and the said Power of Attorneys was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2016, Pages from 36685 to 36698, **Being No. 162901712** for the year **2016** and Book No. I, Volume No. 1629-2016, Pages from 66132 to 66143, **Being No. 162903093** for the year **2016** and Book No. I, Volume No. 1629-2017, Pages from 19473 to 19484, **Being No. 162900786** for the year **2017** respectively.

AND WHEREAS the developer herein has completed construction work of apartment ownership building being named as "**SURAKHA RESIDENCY - 1**" consisting of two blocks upon the aforesaid premises as per approved building plan vide No. **89/CB/01/65 dated 14.08.2018** from the authority of the Rajpur - Sonarpur Municipality and got occupancy certificate along with approved completion building plan vide No. dated

AND WHEREAS in pursuance of the said Development agreement and by strength of the aforesaid General Power of Attorney for Development after registration of Development Agreement the developer is entitled to sell the said **Apartment** being **Flat No.** _____ containing a **carpet area** of _____ Sq. Ft., type _____ BHK, or _____ Sq.Ft. **built up area** or _____ Sq.ft. **super built up area**, be the same a little more or less, on the _____ **Floor** of the **Block No.** _____ together with right to park a **car** at the open/covered (dependent/independent) parking space on the ground floor level **being no.** _____ of

For SURAKHA CONSTRUCTION

Sunith Saha

Partner

Samir Saha

Partner

vendor and the developer forever release, discharge, acquit and exonerate the purchaser the property hereby granted, transferred and conveyed. The vendor doth hereby grant, sell, convey, transfer, assign and assure all rights related to the property and the Developer/Confirming party hereby confirms the same unto and in favour of the Purchaser ALL THAT **Apartment** being **Flat No.** _____ containing a **carpet area** of _____ Sq. Ft., type _____ BHK, or _____ Sq.Ft. **built up area** or _____ Sq.ft. **super built up area**, be the same a little more or less, on the _____ **Floor** of the **Block No.** _____ together with right to park a **car** at the open/covered (dependent/independent) parking space on the ground floor level **being no.** _____ of the Project to be known as "**SURAKHA RESIDENCY - 1**" TOGETHER WITH undivided proportionate share in land and all the rights and properties appurtenant thereto which, interalia, include the undivided proportionate share or interest in land at the said premises described in the FIRST SCHEDULE and also the undivided proportionate share or interest in the common parts and/ or portions of the Building and also the easements more fully described in PART - I and II of the THIRD SCHEDULE hereto TOGETHER WITH the right of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate right, title, and/ or interest of the Vendor and the Developer in the aforesaid properties and all deeds, pottahs, muniments of title whatsoever exclusively relating to the properties aforesaid TOGETHER WITH common right to roof, all passages, sewers, drains, pipes, benefits, advantages of all manner or former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/ or quasi-easement and other stipulations and/ or provisions in connection with the beneficial use and enjoyment of the properties (all hereafter collectively

For SURAKHA CONSTRUCTION


Partner


Partner

called "the property") free from all encumbrances and/ or alienation, whatsoever **TO HAVE AND TO HOLD** the property including the unit and the rights and properties appurtenant thereto and each and every part thereof unto and to the use of the purchaser absolutely and forever as heritable and transferable immovable properties within the meaning of law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and the Declaration and all the Rules and Regulations and the Bye-Laws pursuant to the provisions of the said Act and also subject to the payment of all revenues, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, The Rajpur-Sonarpur Municipality or any other concerned authorities and subject to the condition that the said flat will be used only for residential purpose.

II. **THE VENDOR AND THE DEVELOPER DO TH HEREBY COVENANT WITH THE PURCHASER** as follows :-

- i) That the interest which the vendor hereby professes to transfer, subsists and the vendor has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the developer hereby confirms the same unto and in favour of the purchaser absolutely and forever.
- ii) That there is no Statutory, Judicial and/ or quasi Judicial restrictions which may prevent the vendor and the Developer from transferring and/ or conveying the said unit and rights and properties appurtenant thereto to the purchaser which is free from all encumbrances.

For SURAKHA CONSTRUCTION

Santhi Datta
Partner

Samir Saha
Partner

- iii) That the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any deed, document or writing whereby the property i.e. the said unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.
- iv) That the property i.e. the said unit, the undivided proportionate share in land and the rights and interest appurtenant thereto is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigation, lispendens, covenants, uses, debottar, trusts, made or suffered by the Vendor or any person or persons arising or lawfully, rightfully and/ or equitably claiming any estate or interest therein from, under or in trust for the Vendor.
- v) That the purchaser shall and may at all times hereafter peacefully and quietly enter upon, hold, occupy, possess and enjoy exclusively the property and also enjoy the facilities commonly with other owners in respect of common areas in the building and every part thereof and/or receive the rents, issue and profits therefrom without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendor or any person or persons lawfully claiming or to claim through, under or in trust for the vendor and all persons having or lawfully claiming any estate right or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendor.
- vi) That the Vendor and the Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser make, doth acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold unto and in favour of the purchaser.

For SURAKHA CONSTRUCTION



Partner



Partner

- vii) That the purchaser shall hereafter have the right to get mutated his name in the record of the Rajpur - Sonarpur Municipality, in the record of rights of the Department of Land and Land Reforms or any other authority or authorities concerned as the absolute owners of the said unit and rights and properties appurtenant thereto and also to pay revenue and the Municipal Rates and Taxes as may be assessed or imposed in respect of the said unit, rights and properties appurtenant thereto.
- viii) That the purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easement, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said unit or therewith held, used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in the Third Schedule.
- ix) That the purchaser shall have the right, full power and absolute authority to grant, sell, convey, transfer, assign, assure, mortgage, gift, Lease, License or let out the said unit and the rights and properties appurtenant thereto of his choice.
- x) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendor and the developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser or at any hearing, suit, in commission, examination or otherwise as occasions shall require the original documents and writings in respect of the premises which the Vendor and/ or the developer, as the case may be, keep all such documents safe, whole unobliterated and uncanceled and shall not use any of such documents for alienating and/ or encumbering the said unit, rights and properties in any manner whatsoever.

For SURAKHA CONSTRUCTION
Santh Saha *Samir Saha*
Partner Partner

III. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows :-

- i) The purchaser shall observe, fulfill and perform all the covenants written hereinbefore and hereinafter including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said unit wholly and common expenses and all other outgoings proportionately as described in the Fourth Schedule hereunder written.
- ii) Upon separation and/ or mutation of the said unit and the rights and properties appurtenant thereto for the purpose of liability of Municipal rates, taxes and impositions the purchaser shall pay such rates, taxes and impositions as may be assessed in respect of the said unit and the rights and properties appurtenant thereto directly to the Rajpur - Sonarpur Municipality.
- iii) That until such time the said unit and the rights and properties in the building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the purchaser shall deposit the same to the developer; until the Association is formed by the Developer and for taking over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes, maintenance shall be deposited to the Developer.
- iv) That the Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including multistoried building tax, Urban Land Revenue, if any water tax etc. in respect of the building proportionately.

For SURAKHA CONSTRUCTION



Partner



Partner

- v) That the Purchaser shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any such taxes or impositions proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser in complying with his obligations hereunder convening the payment and/ or deposit of amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchaser will accrue with effect from the date of delivery of possession of the said unit and the rights and properties appurtenant thereto by the Developer to the Purchaser.
- vi) The purchaser hereby undertakes to enter into Association of flat owners' of the building appurtenant for the purpose of proper management, control of the building, common parts and portions and do all acts, deeds and things as may be necessary or expedient for the common purposes, the purchaser shall co-operate with the other owners of the Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.
- vii) The purchaser shall at his own costs and expenses be entitled to repair, addition, alteration, modification, plaster, white washing, painting inside the said flat and shall keep the said flat and every part thereof, fixtures and fittings therein or exclusively for the said flat comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place of residence or anyother lawful purposes.

For SURAKHA CONSTRUCTION

Smith Doshi

Partner

Samir Sauran

Partner

IV. IN CONNECTION WITH THE USE AND ENJOYMENT OF THE SAID UNIT AND COMMON PARTS THEREOF THE PURCHASER shall not -

- i) interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof as per the approved building plan.
- ii) do anything whereby the Developer is prejudicially affected.
- iii) throw any rubbish or store any article or combustible goods in the common parts.
- iv) carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit.
- v) cause any nuisance or annoyance to the co-purchasers and / or occupants of the other portions of the said building and / or unit.
- vi) decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said building in any manner.
- vii) claim any partition or sub-division of the said land or the common parts.
- viii) obstruct the Developer and its surveyors or agents at all reasonable time and upon 24 hours previous notice in writing to the Purchaser to enter upon the said Unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchaser to repair the defects within seven days of such notice the repairs/ defects should be made good.
- ix) use or allow user of the unit or any portion thereof for the purpose of restaurant, hotel, school, nursing home, hospital, theatrical performance including video parlour or for carrying on such other similar activities of any manner, save and except the unit for residential purpose.

For SURAKHA CONSTRUCTION

Santhi Singh

Partner

Sanjay Sarda

Partner

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

ALL THAT a piece of parcel of land measuring **17 Cottahs 01 Chittaks 00 Sq. ft.**, be the same a little more or less, lying, situated at **Holding No. 518, Garagachha**, Ward No. 01 of the Rajpur – Sonarpur Municipality and comprised in **L.R. Dag No. 270** appertaining to **L.R. Khatian No. 567** corresponding to **R.S. Dag No. 246** appertaining to **R.S. Khatian No. 39** of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas, Kolkata - 700084, which is butted and bounded by -

ON THE NORTH : 5.025 M. wide Municipal Road;
ON THE SOUTH : Plot of R.S. Dag No. 245;
ON THE EAST : Plot of R.S. Dag No. 247;
ON THE WEST : 4.0 M. wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Apartment/ Unit)

ALL THAT a residential self **Apartment** being **Flat No. ____** containing a **carpet area** of ____ Sq. Ft., type ____ BHK, or ____ Sq. Ft. **built up area** or ____ Sq.ft. **super built up area**, be the same a little more or less, on the ____ **Floor** of the **Block No. ____** together with right to park a **car** at the open/covered (dependent/independent) parking space on the ground floor level **being no. ____** of the Project to be known as **"SURAKHA RESIDENCY - 1"** together with undivided proportionate share in land attributable thereto, along with common areas and facilities at the said premises as mentioned in the First Schedule hereinabove written at **Premises/ Holding No. 518, Garagachha**, Ward No. 01 of the Rajpur – Sonarpur Municipality, Post Office – Garia, Police Station – Sonarpur, Kolkata – 700084. The said apartment is shown, delineated and depicted with RED verge line in the floor plan annexed herewith which is deemed to be a part and parcel of this indenture.

For SURAKHA CONSTRUCTION

Sanjay Singh

Partner

Samir Salan

Partner

THE THIRD SCHEDULE ABOVE REFERRED TO

Part - I

(Common Areas & Facilities)

1. The open spaces save and except other spaces unless specifically mentioned;
2. pathways, lobby, overhead water tank, pump, water pipes and other common plumbing installations;
3. Drainage and sewers, Boundary walls and main gate, lift, stairs, roof right;
4. Community hall, Security Room ;
5. such other common facilities specified by the Developer expressly to the common parts of the said Building.

Part - II

(The Easement)

1. The right in common with other purchasers for the use of the common parts for ingress and egress.
2. The right of passage in common with other purchasers to get electricity, water connection from and to any other Unit or common parts through or over the said Unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.

For SURAKHA CONSTRUCTION

Partner


Partner

THE FOURTH SCHEDULE ABOVE REFERRED TO

(i.e. the common expenses and maintenance of the Building)

1. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building against earth-quake, lightening, riot, damage etc.
3. The cost of clearing and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas as described in the third schedule.
4. Salaries of all persons and other expenses for maintaining the said building and common facilities.
5. Municipal taxes, water taxes and other taxes and outgoings whatsoever as may be applicable and/ or payable on account of the said premises which are not assessable unit wise.
6. All expenses and outgoings may be deemed by the developer and/ or association/ committee to be formed by the developer to protect the interests, rights of the purchasers/ owners.

For SURAKHA CONSTRUCTION



Partner



Partner

IN WITNESS WHEREOF the parties hereto have put and subscribe their respective hands and seals on the day, month and year first above written.

**Signed, Sealed and Delivered
in the presence of following**

WITNESSES :

1.

As the constituted attorney
for Abhijit Banerjee

**SIGNATURE OF THE
VENDOR/LAND OWNER**

2.

SIGNATURE OF THE DEVELOPER

Drafted and prepared by -

SAMAR DAS,

Advocate,

High Court, Calcutta.

Enrollment No. WB91/05

SIGNATURE OF THE PURCHASER

For SURAKHA CONSTRUCTION

Sourabh Das *Samer Saha*

Partner

Partner

