

Wala Doc

8

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the ____ day of _____, Two Thousand Nineteen (2019).

BETWEEN

SRI SUDIP KUMAR DUTTA (Pan: AJBPD9454D), son of Late Dilip Kumar Dutta, by faith - Hindu, both residing at 9, Shyama Charan Dey Street, Police Station - Amherst Street, Kolkata - 700 073, the Sebait of **SREE SREE ISWAR NARAYAN JIEU**, hereinafter called the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors legal representatives and successors legal representatives and assigns) of the **FIRST PART**.

AND

M/S. LOKENATH PROJECTS (Pan : AACFL0850H) a partnership firm having its office at 156, Jessore Road, P.O- Motijheel, P.S- Dum Bum, Kolkata -- 700 074, having its partners (1) **SRI MADAN GOPAL SAHA** (PAN : AMAPS7077H), son of Late Madhu Sudan Saha, residing at 507/107, Jessore Road, P.O- Motijheel, P.S- Dum Dum, Kolkata - 700 074, (2) **SMT. UMA KUNDU** (FAN: ANDPK8409K), wife of Sri Braja Kundu, residing at 507/17, Jessore Road, P.O- Motijheel, P.S- Dum Dum, Kolkata -700 074 and (3) **SMT. NILIMA SARKAR** (PAN: AMAPS7078J), wife of Sri Susanta Sarkar, residing at 35, Swami Vivekananda Road, P.O- Motijheel, P.S- Dum Dum, Kolkata - 700 074, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and

include its partners successors and successors in office and assigns) of the **SECOND PART**.

AND

M/S. AKSHAT DEVELOPERS PVT. LTD. (PAN : AAECA5920C) u company within the meaning of companies Act 1956 having its registered office at 225C, A.J.C. Bose Road, Police Station - Ballygunge, Kolkata - 700 020, hereinafter called the **CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean, and include its Directors successors and successors in office and assigns) of the **THIRD PART**.

The owner Developer and Confirming party are represented by their constituted Attorney Sri Madan Gopal Saha son of Late Madhu Sudan Saha of 507/107, Jessore Road, P.O- Motijheel, P.S- Dum Dum, Kolkata - 700 074, by virtue of two separate registered power of Attorneys executed by each of them.

AND

(1)..... (Pan:.....), son of
..... by occupation- And (2)
..... (Pan:.....), wife of, by
occupation -, both by faith - Hindu, residing at

.....
hereinafter called the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors legal representatives and successors legal representatives and assigns) of the **FOURTH PART**.

WHEREAS one Akshoy Kumar Dutta since deceased the grand father of Late Patit Paban Dutta and the great grand father of present Sebait was originally owners of Premises No. 369, Satgachi subsequently known as 7, Nagendra Nath Road at present numbered as 24, 25 and 26, Nagendra Nath Road, P.S- Dum Dum, amongst other properties within Calcutta and 24 Parganas (North).

AND WHEREAS by virtue of this last Will dated 4th February, 1914, said Akshoy Kumar Dutta dedicated the said premises No. 369, Satgachi, Dum Dum, along with his other properties to the ancestral deity Shree Shree Iswar Narayan Jieu appointing himself as the First Sebait inter-alia on his demise his wife Smt. Bhubaneswari Dasi since deceased would be the Sebait and after her death his foster daughter Smt. Rani Santa Kumari Dasi mother of Late Patit Paban Dutta, down to her son's son and so on in succession would be the Sebait of said deity said Shree Shree Iswar Narayan Jieu.

AND WHEREAS after the death of said Akshoy Kumar Dutta the First Sebait according to the provisions of his said will which was duly probated by the Hon'ble High Court, Judicature at Fort William in Bengal on 5th January 1925, his wife Smt. Bhubaneswari Dasi became the Sebait of said deity and on her death Smt. Rani Santa Kumari Dasi became the Sebait and on her death Patit Paban Dutta became the sole Sebait and on the demise of said Patit Paban Dutta his two sons Dilip Kumar Dutta and Sandip Kumar Dutta became the joint Sebait of the Trust property according to the provision of the said Will and were Sebait of the Debattor Estate, of Shree Shree Iswar Narayan Jieu.

AND WHEREAS said Dilip Kumar Dutta died on 27.11.2014 leaving his only son Sudip Kumar Dutta and younger brother Sandip Kumar Dutta who died on 19.12.2015 as bachelor leaving Sudip Kumar Dutta to inherit him.

AND WHEREAS according to the provision of the said WILL Sudip Kumar Dutta the vendor herein become the present Sebait of Debottar Estate of Sree Sree Iswar Narayan Jieu.

AND WHEREAS the vendor seized, possessed of and sufficiently entitled to all that 1 Bigha 16 Cottahs 11 Chittacks 7 ½ sq. ft. of land at Mouza Satgachi, Police Station -Dum Dum at R.S. Dag No. 4343,

4344, R.S. Khatian No. 445 at Holding No. 18(old) at present new 25, Nagendra Nath Road, along with other properties of Debattor Estate of Sree Sree Iswar Narayan Jieu created by Akshoy Kumar Dutta since deceased within the local jurisdiction of South Dum Dum Municipality including the property more fully and particularly described in the Schedule hereunder written and herein called the said Property.

AND WHEREAS the income from the said property are almost spent for undertaking the essential expenditure and defraying the taxes etc. and income there from is not sufficient for daily Seva Puja and ceremonial functions of the Deity and the Sebait for the purpose of Seva puja of the Deity and perform ceremonial functions decided to develop the said property and commercially exploit the same which would fetch income for the aforesaid purposes.

AND WHEREAS the Erstwhile Sebait's namely Dilip Kumar Dutta & Sandip Kumar Dutta made an application before the Ld. District Judge at Barasat in Misc. Case No. 74 of 2003 for obtaining permission from the learned Court to develop the said property.

AND WHEREAS the Erstwhile Sebait entered into an agreement with the confirming party for the constructing building on the said property.

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AND WHEREAS Learned Judge at Barasat in Misc. Case No. 74 of 2003 granted necessary permission and to develop the said property.

AND WHEREAS the confirming party entered into an agreement with the Developer and assign his benefit arising from its agreement with the consent of the Erstwhile Sebait in favour of the developer in respect of said land at Mouza Satgachi, Police Station - Dum Dum at R.S. Dag No. 4343, 4344 under R.S. Khatian No. 445 at new 25, Nagendra Nath Road, more fully and particularly described in the first schedule hereunder written and hereinafter called the said property and authorize the developer to develop the said property and to construct several building on the said property on the terms conditions and consideration mentioned therein.

AND WHEREAS the Developer is constructing building consisting of several flats and spaces in several blocks on the said property in accordance with the plan sanctioned by municipality vice sanctioned plan No. 882 dated 10.02.2014 and renewed plan dated 06.02.2017.

AND WHEREAS vendor and developer agree to sell and the purchaser agrees to purchase all that flat No..... on floor, Block Measuring a carpet area.....Sq.ft. having super built up area..... Sq.ft. at Holding No. 18(old) new 25, Nagendra Nath Road more fully and particularly described in the second schedule hereunder

written together with common part or portions together with proportionate share or interest in the land described in the first schedule at or for the consideration of Rs...../- (Rupees.....) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of **Rs.**_____/-

(Rupees _____) only plus G.S.T.

@ 12% of the lawful money paid by the Purchasers to the developer on or before the execution of these presents (the receipt whereof the developer do hereby admits and acknowledge) and from the payment of the same and every part thereof forever acquit, release and discharge in favour of the Purchasers and also the said vendor and developer do hereby granted convey, transfer and assign and in favour of the Purchasers, **ALL THAT** Flat being No. _____ on the _____ **Floor**, measuring super built up area _____ sq. ft. more or less, more fully described in the second schedule hereunder written **AND ALL THAT** undivided proportionate share and interest of the land in which the said flat is situated being a portion at Holding No. 18 (old) new 25, Nagendra Nath Road, Kolkata- 700028, more fully described in the first schedule hereunder written with right to common parts in connection with other owner/ occupiers of the said building **TO HAVE AND TO HOLD** the said Flat with undivided proportionate share or interest of

the land described in the First Schedule hereunder written and hereby granted sold conveyed and transferred with the common parts forever and the Vendors and the Developer have good right full power and absolute authority and indefeasible title to grant convey, sell and transfer and assign and assure the said property hereby granted sold and conveyed or expressed or intended so to be unto and to the use of the Purchasers and the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or the Developer or any person or persons lawfully or equitably claiming from under or in trust for them and the Vendors and the developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers their heirs, executors, administrators, representatives do and execute or cause to be done or executed all such acts, deeds, things whatsoever for further better and more perfectly assuring the said unit every part thereof.

The specific purchased portion of the said flat of the Purchasers are specifically described in the Second Schedule and hereunder written free from all encumbrances, charges, lines, claims and demand whatsoever, the portion of the said flat thus purchased by the Purchasers shall have right to own use and occupation of the said flat of

the said building by the Purchasers exclusively. The Purchasers shall have full easement right over the said flat of the said building and the common parts in common with the Co-owner Purchasers and occupiers of the said building. Such common areas being described in the Third Schedule hereunder with subject to and governed by such rights and obligations as set forth in the Fourth Schedule hereunder written and also subject to the Purchasers paying and discharging the terms and impositions on the portion of the said flat of the building and common expenses as mentioned in the Fifth Schedule hereunder written proportionately and all other outgoings in connection with the said flat and the said building proportionately also such other expenses as may be included in the said common expenses.

AND TO HAVE AND TO HOLD unto the use of the Purchasers according to the true intent and meaning of this deed as shall or may be reasonably required the said unit and the undivided proportionate share of the said land including common portions the common parts common easement over right path and passages and the all other properties hereby covenanted, in the said building are freed discharged from and against all manner of encumbrances trust, liens, lispence etc. whatsoever.

The Purchasers shall use the said flat for the residential purposes for which it is constructed. The Purchasers shall also pay from the date of

possession of the said unit the proportionate share of the consolidated municipal taxes which shall be payable from time to time and at all times other impositions including betterment fees if any, which shall be decided between the Purchasers and all other Purchasers, owner or occupiers of the flat of the building. The Purchasers undertake to be a member of the society or Association to be formed consisting of all the Purchasers, Owner or occupiers of the flat for the purpose of management maintenance administration and the said premises and the particular the common parts of the building and common portions of the premises.

The Purchasers have examined the plan the title of the Vendors and the Developer to the said property and the common parts and the common portion and the facilities provided or being provided in the said building including the said flat and has fully satisfied themselves with regard to the title of the Vendor and/or Developer or of the plan and the nature scope and extent of the benefits of the interest provided to him.

1. The Purchasers shall not obstruct the Vendors and the Developer or the society or Association in its act relating to the common purposes. The Purchasers shall not injure harm or damage common parts of the common portion or to any other units in the building by making any addition or alteration or withdrawing any support or otherwise shall not alter the outer

portion elevation or colour scheme of the said unit or the said building or shall not throw or accumulated or cause to be thrown or accumulated any dirt or rubbish or other refuse with the said unit or in common parts of the common portions save at the place indicated thereof or shall not place or cause to be placed any articles or objects to in the common parts of the common portions save as permitted by the developer or the society to be formed and shall not carry on or caused to be carried on any obnoxious injurious, noisy, illegal or immoral activity in the said unit or anywhere else in the said building or shall not keep or store any offensive combustible obnoxious dangerous articles in the said unit on the common parts of the common portions.

2. The society, Association as the case may be shall have the exclusive right in its sole discretion to make rules and regulations for the purpose of maintenance security upkeep and administration of the of the general common areas and facilities and the building as well as and regulating the entry of the Purchasers against, servants and/or visitors in the flat and general common areas and facilities for security reasons and the Purchasers shall comply with all such rule and regulations and shall be laid down by the society or association.

3. The Purchasers shall not at any time demolish or caused to be demolished damage or cause to be damaged the said flat nor take any alteration in the elevation railings and grills designs and outside colour scheme of the said apartment.
4. The Purchasers shall have common title and interest in the soil as more fully described in the First Schedule hereunder written which remain joint for all time with the other co-owner who may have or here before have acquired right title and interest in the said land and any flat space in the building and the said land is impartiable.
5. The Purchasers at their own costs beside joint electric meter is entitled to install separate electric meter from the authority for their said flat. The said flat with undivided proportionate share and interest in the said land on which the said building is erected together with common parts or portions and easements are heritable and transferable like other properties.

PROVIDED ALWAYS the Purchasers shall have absolute right to sell transfer gift mortgage let out rent the said flat along with undivided proportionate share of land in any manner they likes.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 1 Bigha 16 Cottahs 11 Chittacks 7 ½ Sq. ft be the same a little more or less at present

physical measurement 33 Cottahs 8 Chittacks 04 Sq. ft be the same little more or less at Mouza- Satgachi, P.S. Dum Dum, R.S. Dag No. 4343, 4344, R.S. Khatian No. 445, L.R. Dag No. 4370, 4371, L.R. Khatian No. 471, Holding No. 18(old), New Holding No. 25, Nagendra Nath Road, P.S. Dum Dum, Kolkata - 700 028, under Additional District Sub Registry Office at Cossipore Dum Dum, Ward No.24, within the limits of jurisdiction of south Dum Dum Municipality butted and bounded in the manner following :-

- ON THE NORTH** : Boundary Wall;
- ON THE SOUTH** : Nagendra Nath Road;
- ON THE EAST** : Anand Vihar Phase- II complex.
- ON THE WEST** : Holding No. 24, Nagendra Nath Road. Property of the owner.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one Residential Flat being No..... on the.....floor, Block - ... , having super built up area..... Sq.ft carpet area..... Sq.ft be the same a little more or less, consisting of Bed Rooms, one leaving /dining Space, one Kitchen, Toilet/s, and Verandah/s, of the said multi storied Building at Holding No. 18(old) new 25, Nagendra Nath Road, Kolkata - 700 028, together with undivided impartible, proportionate

share or interest of the land thereunto under the building as well as other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(THE COMMON AREAS & UTILITIES AREA)

1. The entire land or space lying vacant within the said premises.
2. The space within the building comprised of the entrance hereto staircase landings, lobbies and the common toilets, if any.
3. The foundation columns, girders, beams, supports main walls the main gate and the premises and the possession land to the building and the staircase.
4. Reservoir on the top floor of the buildings, pump, motor pipes ducts and all apparatus and installations in the premises for common use.
5. Septic Tanks, soak pits and the sewerage lines thereto connected.
6. The costs of maintenance of the roof will be borne by all the occupiers. The Purchaser may use the roof of the building purely on temporary basis i.e. for holding any social or marriage function with the consent of the developer/Association and the Purchaser shall clean the roof after the function is over their own costs.

7. However the flat Owner shall have the right to go to terrace for inspection of the overhead water Reservoirs pipes lines and install T.V. Antenna.
8. Lift, lift well and lift Machine room.
9. All other areas facilities and amenities, in the premises which are intended for common use.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(RIGHTS AND OBLIGATIONS OF THE PURCHASERS)

1. That the Purchasers shall and will own and enjoy the said Flat being Flat on the said land described in the first schedule hereto whereof undivided proportionate share of land has. been purchased by the Purchasers as per the said building plan approved and sanctioned by the local municipality together with rights in common with all other persons lawfully entitled hereof all sewers drains water courses and all proportionate rights in respect of all the common areas mentioned in the third schedule above written.
2. That the Purchasers shall become and remain members of the society, company or Association to be formed by and consisting of the Owner of other flat Owner of the building felly described in the first schedule above written and of the other flats for the purpose of attending to safe guarding and maintaining all matters and common interest like repairs white washing outside the

building and common colour washing or painting of the common parts of the building and repairing roads staircase compound walls and all other common amenities.

3. That the Purchasers shall and will observe and perform the terms and conditions and bye laws and the rules and regulations of the said society, company or Association.
4. That the Purchasers shall, not any time carry on or cause to carrying on the flat hereby sold and conveyed or any part thereof or in the said flat any trade or business whatsoever.
5. That the Purchasers shall and will give the Owner of the other flats, the necessary vertical horizontal and lateral support for their flats and also a right of way overall common Roads. staircase passages etc, and shall and will be entitled to similar rights from and other Owner of the said building.
6. The Purchasers shall have the right to entry in the other flat of the said building for the purpose of effecting repair or services pipes lines and portions of their flat as may reasonably necessitate such entry with a weeks advance intimation of their such intention enter the Owner concerned and shall and will allow Owner of other flats such entry into their flat areas under similar circumstances and upon having similar prior notice in writing.
7. The Purchasers shall be liable to pay directly to the Municipality

and/or other appropriate authorities or contribute in proportion to the floor area of the said flat, towards or in the account of the payment of municipal taxes and other outgoings payable in respect of the said plot of land or and the premises. The Purchasers shall mutate their names in the records of local municipality in respect of their flat and proportionate share of land as well as in the B.L. & L.R.O. and in such event Vendor and developer will provided all types of cooperation.

8. The Association of the Flat Owner shall be formed by the Purchasers herein jointly with all other flat Owner in the building and submit the same under the provisions of the West Bengal Apartment Ownership's Act 1972 and for that the Purchasers shall and will sign and execute all forms, returns, declarations and documents as may be from time to time become necessary.
9. The Purchasers shall have full proprietary right of the said Flat with undivided proportionate share of land the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by law without requiring to have or seek any consent for the purpose from the Vendor or developer or any other Owner or occupiers.
10. The Purchasers undivided interest in the said soil of land described in the first schedule hereunder written shall remain joint with the Owner

of the other flat Owner of the said building it being hereby further described that the interest in the said soil or the said plot of land is impartible.

TAXES AND IMPOSITIONS

- (i) Until such time as the flat comprised in the said unit to be separately assessed and/or mutated in respect of the municipal taxes and the Purchaser shall from the date of its occupation of the said flat bear and pay such proportion to such Municipal Taxes and/or rates and/or impositions as may be deemed reasonable from time to time by the Vendor or Society/ Association upon its formation.
- (ii) Apart from the amount of the Such Municipal Taxes and impositions the Purchaser shall also bear and pay all other taxes and impositions including multi storied building tax, urban land tax service tax if and when necessary in respect of the said building proportionately and the said unit wholly.
- (iii) All proportionate costs of maintenance, operating, replacing, white washing painting, re-building, constructing, decorating, re-decorating, including the outer walls of the building and boundary walls determined by the Association be formed.
- (iv) The Purchasers will pay the G.S.T. and other taxes as applicable.

THE FIFTH SCHEDULE ABOVE REFERRED TO**(COMMON EXPENSES)**

(Paid by the Purchasers as proportionate)

1. The expenses of maintaining, repairing, constructing and renewing the main structure and the drainage system rain water discharge arrangements, for supply of electricity and all common areas contained in the said premises.
2. The costs of cleaning and lighting the entrance of the building the passage and spaces around the building lobby, corridors staircase.
3. Costs of repairing and decorating the exterior of the building.
4. All taxes levies and impositions deposits etc. for the premises as a whole.
5. All litigation costs relating to the common portions/parts and common interest in the building.
6. All salaries wages fees and remuneration of all workmen staff and experts engaged and hired for the common purposes.
7. Costs of maintaining operating replacing and installations implements including pump, motor pipes lights etc. for common services.
8. Premium of Insurance for the Building if any.
9. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, seals and Signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the Parties in the presence of :

1.

**SIGNATURE OF THE OWNER/
VENDOR**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted by :

Advocate
High Court, Calcutta.

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchasers the within mentioned sum of Rs. _____/- (Rupees _____) only plus G.S.T. @ 12% of the lawful money paid by the Purchasers as per Memo below :

MEMO

<u>Date</u>	<u>Cheque No.</u>	<u>Bank/ Branch</u>	<u>Amount</u>
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(Rupees _____) only.

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this the ____ day of _____, Two Thousand Nineteen (2019)

BETWEEN

SRI SUDIP KUMAR DUTTA (Pan: AJBPD9454D), son of Late Dilip Kumar Dutta, by faith – Hindu, both residing at 9, Shyama Charan Dey Street, Police Station – Amherst Street, Kolkata – 700 073, the Sebait of **SREE SREE ISWAR NARAYAN JIEU**, hereinafter called the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors legal representatives and successors legal representatives and assigns) of the **FIRST PART**.

AND

M/S. LOKENATH PROJECTS (Pan : AACFL0850H) a partnership firm having its office at 156, Jessore Road, P.O- Motijheel, P.S- Dum Dum, Kolkata – 700 074, having its partners (1) **SRI MADAN GOPAL SAHA (PAN : AMAPS7077H)**, son of Late Madhu Sudan Saha, residing at 507/107, Jessore Road, P.O- Motijheel, P.S- Dum Dum, Kolkata – 700 074, (2) **SMT. UMA KUNDU (PAN: ANDPK8409K)**, wife of Sri Braja Kundu, residing at 507/17, Jessore Road, P.O- Motijheel, P.S- Dum Dum, Kolkata – 700 074 and (3) **SMT. NILIMA SARKAR (PAN: AMAPS7078J)**, wife of Sri Susanta Sarkar, residing at 35, Swami Vivekananda Road, P.O- Motijheel, P.S- Dum Dum, Kolkata – 700 074, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners successors and successors in office and assigns) of the **SECOND PART**.

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(1)(**Pan:.....**), son of, by occupation - And (2)(**Pan:.....**), wife of, by occupation -, both by faith – Hindu, residing at, hereinafter called the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors legal representatives and successors legal representatives and assigns) of the **FOURTH PART**.

WHEREAS one Akshoy Kumar Dutta since deceased the grand father of Late Patit Paban Dutta and the great great grand father of present Sebait was originally owners

of Premises No. 369, Satgachi subsequently known as 7, Nagendra Nath Road at present numbered as 24, 25 and 26, Nagendra Nath Road, P.S- Dum Dum, amongst other properties within Calcutta and 24 Parganas (North).

AND WHEREAS by virtue of this last Will dated 4th Februry, 1914, said Akshoy Kumar Dutta dedicated the said premises No. 369, Satgachi, Dum Dum, along with his other properties to the ancestral deity Shree Shree Iswar Narayan Jieu appointing himself as the First Sebaiet inter-alia on his demise his wife Smt. Bhubaneswari Dasi since deceased would be the Sebaiet and after her death his foster daughter Smt. Rani Santa Kumari Dasi mother of Late Patit Paban Dutta, down to her son's son and so on in succession would be the Sebaiet of said deity said Shree Shree Iswar Narayan Jieu.

AND WHEREAS after the death of said Akshoy Kumar Dutta the First Sebait according to the provisions of his said will which was duly probated by the Hon'ble High Court, Judicature at Fort William in Bengal on 5th January 1925, his wife Smt. Bhubaneswari Dasi became the Sebaiet of said deity and on her death Smt. Rani Santa Kumari Dasi became the Sebaiet and on her death Patit Paban Dutta became the sole Sebaiet and on the demise of said Patit Paban Dutta his two sons Dilip Kumar Dutta and Sandip Kumar Dutta became the joint Sebaiet of the Trust property according to the provision of the said Will and were Sebaiet of the Debattor Estate, of Shree Shree Iswar Narayan Jieu.

AND WHEREAS said Dilip Kumar Dutta died on 27.11.2014 leaving his only son Sudip Kumar Dutta and younger brother Sandip Kumar Dutta who died on 19.12.2015 as bachelor leaving Sudip Kumar Dutta to inherit him.

AND WHEREAS according to the provision of the said WILL Sudip Kumar Dutta the vendor herein become the present Sebait of Debottar Estate of Sree Sree Iswar Narayan Jieu.

AND WHEREAS the vendor seized, possessed of and sufficiently entitled to all that 1 bigha 16 cottahs 11 Chittacks 7½ sq. ft. of land at Mouza Satgachi, Police Station – Dum Dum at R.S. Dag No. 4343, 4344, R.S. Khatian No. 445 at Holding No. 18(old) at present new 25, Nagendra Nath Road, along with other properties of Debattor Estate of Sree Sree Iswar Narayan Jieu created by Akshoy Kumar Dutta since deceased within the local jurisdiction of South Dum Dum Municipality including the property more fully and particularly described in the Schedule hereunder written and herein called the said Property.

AND WHEREAS the income from the said property are almost spent for undertaking the essential expenditure and defraying the taxes etc. and income there from is not sufficient for daily Seva Puja and ceremonial functions of the Deity and the Sebait for the purpose of Seva puja of the Deity and perform ceremonial functions decided to develop the said property and commercially exploit the same which would fetch income for the aforesaid purposes.

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AND WHEREAS the Developer is constructing building consisting of several flats and spaces in several blocks on the said property in accordance with the plan sanctioned by municipality vice sanctioned plan No. 882 dated 10.02.2014 and renewed plan dated 06.02.2017

AND WHEREAS vendor and developer agree to sell and the purchaser agrees to purchase all that flat No. on floor, Block Measuring a carpet area.....Sq.ft. having super built up area Sq.ft. at Holding No. 18(old) new 25, Nagendra Nath Road more fully and particularly described in the

second schedule hereunder written together with common part or portions together with proportionate share or interest in the land described in the first schedule at or for the consideration of Rs./- (Rupees)

only.

NOW THIS AGREEMENT WITNESSTH and it is mutually agreed as follows:

1. That the vendor and Developer have agreed to sell and the purchaser/s have agreed to purchase and acquire **ALLTHAT** Flat on the floor, measuring a carpet area.....Sq.ft. and having super built up area of Sq. ft. more or less (including service area) of the multi storied building lying and situate at Holding No. 18(old) present new 25, Nagendra Nath Road, more fully and particularly described in the Second Schedule hereunder written and hereinafter for the sake or brevity referred to as the said Flat free from all encumbrance charges, liens, lispendences, trust, whatsoever or howsoever at or for a total consideration of the said sum of Rs./- (Rupees)

only hereinafter called the consideration amount. The consideration money is determined on the basic of carpet area.

2. The purchaser with the execution of this Agreement has paid a sum of Rs./- (Rupees)

only the receipt of which the Developer do hereby admits and acknowledge the purchaser shall pay the balance consideration money according to payment schedule.

3. The vendor and Developer hereby further agreed and covenant with the purchaser/s as follows :-

- a) During the subsistence of this agreement the vendor and Developer shall not sell transfer or alienate or encumber the said Flat.
- b) During the subsistence of this agreement the vendor and Developer shall not enter into any agreement for sale or transfer or grant lease in respect of the said Flat.
- c) The Deed of conveyance shall be executed in favour of the purchaser or their nominee or nominees in such part or parts as shall be required by the purchaser and the Deed of Conveyance shall be in such form as shall be prepared and registered on mutually agreed upon date by Developer's Panel Advocate and it has been agreed and between the parties hereto that the draft prepared by Developer's Panel Advocate shall be acceptable to both the parties.
- d) The vendor hereby further undertake that the said flat will be completed in all respects and handed over the physical possession of the said flat to the purchaser within

4. The purchaser/s hereby also undertake herein that they shall make balance payment in accordance with this agreement failing which the vendor will have the right to cancel the agreement and forfeit 10% of the amount deposited by the purchaser.

5. The Deed of Conveyance shall be prepared by Developer's Panel Advocate and shall be executed and registered provided however all costs charges and expenses on account of stamp duty registration charges and other incidental legal expenses shall be paid, borne and discharged by the purchaser.

6. It is made clear herein that the specification of the said flat has already been in accordance with the list of specification of the said building and clearly discussed with the purchaser/s for their knowledge, information and belief.

7. That the purchaser/s shall follow the laws and bye laws of the West Bengal Ownership Apartment Act. and shall have to be the members of the Association/Society /Organization to be formed by the flat owners in respect of the said premises for proper administration and management of the said building with regard to the common portions and common expenses thereto. Any dispute will be resolved only under the jurisdiction of Kolkata.

8. The vendor and Developer deliver the possession of the said flat prior the execution and registration on the mutually fixed date of registration subject to payment of all dues.

9. Common part and expenses and specification etc. are described in this third schedule to eights schedule.

10. Time for payment shall be the essence of contract and in the event of any default on the part of the purchasers in making payment of any amount to be paid

in terms of this agreement then in that event without prejudice to any other right the Developer shall be entitled to claim interest @ 24% per annum of all amounts remaining areas till such time the said amount shall be covered.

11. Not to use allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking own car.

12. Not to park car on the pathway or open space of the building or at any other place except the space allocated to it and shall use the pathway as would be directed by the Developer.

13. If any dispute and difference arose in between the parties touching this agreement as to any interpretation of any clause of this agreement or as to any right interest, arising out of this agreement shall be resolved amicably. If not possible then by appointing arbitrator as per arbitration and conciliation Act 1996 and the amendment thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 1 Bigha 16 Cottahs 11 Chittacks 7½ Sq. ft be the same a little more or less at present physical measurement 33 Cottahs 8 Chittacks 04 Sq. ft be the same little more or less at Mouza Satgachi, P.S. Dum Dum, R.S. Dag No. 4343, 4344, R.S. Khatian No. 445, L.R. Dag No. 4370, 4371, L.R. Khatian No. 471, Holding No. 18(old), New Holding No. 25, Nagendra Nath Road, P.S. Dum Dum, Kolkata – 700 028, under Additional District Sub Registry Office at Cossipore Dum Dum, Ward No.24, within the limits of jurisdiction of south Dum Dum Municipality butted and bounded in the manner following :-

ON THE NORTH : Boundary Wall;
ON THE SOUTH : Nagendra Nath Road;
ON THE EAST : Anand Vihar Phase- II complex.
ON THE WEST : Holding No. 24, Nagendra Nath Road. Property of the
owner

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one Residential Flat being No., on the floor, Block - ... , having super built up area Sq.ft carpet area Sq.ft be the same a little more or less, consisting of Bed Rooms, one leaving /dining Space, one Kitchen, Toilet/s, and Verandah/s, of the said multi storied Building at Holding No. 18(old) new 25, Nagendra Nath Road, Kolkata – 700 028, together with undivided impartiable, proportionate share or interest of the land thereunto under the building as well as other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

- a) The entire land, comprised in the said Premises being No. new 25, Nagendra Nath Road, Kolkata – 700 028.

- b) The open space around the building (except the open space in front of the Car parking space of the building) and spaces within the building comprised of the entrance and exit thereto, staircase landing and also the top roof.
- c) The foundation column girders beams supports main walls. The main gate of the premises and the passage, landings in the building and the staircase leading from ground floor to roof.
- d) The installation for common service such as the drainage system in the premises, water supply arrangements in the premises and electric connections to the premises.
- e) Reservoir in the ground floor if any and overhead water tank on the roof of the building, pump motor pipes, ducts septic tank and all the apparatus and installations in the building to be use for common purpose.
- f) All other areas facilities and amenities in the premises which are intended for common use.
- g) Lift and lift wall.
- h) Septic Tanks, soak pits and the sewerage lines thereto connected.

The cost of maintenance of the roof will be borne by all the occupiers. The Purchaser may use the roof of building purely on temporary basis i.e. for holding any. social or marriage function with consent of the Vendors/ Developer Association and the **Purchasers** shall clean the roof after the

function is over at their own costs and the **Purchasers** shall have no right to retain the panel or structure on the roof after the function is over Or make any permanent structure or construction thereof but which shall right shall be with the Developer only and in the event the Developer modify the present sanctioned plan and construct the further floor or floors the restricted right of the **Purchasers** shall shifted to the ultimate roof that came into existence. The **Purchasers** shall have right to fix T.V. Antenna on the roof.

- i) The Ground floor may be used as commercial spaces. The **Purchasers** shall have no objection for the same.
- j) The owner of Car-parking space will co-operate each other to move or run their car freely. The purchaser shall move or place his car front portion to rare portion vice versa when required by the other Car parking owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS : Any extra/additional work other than our standard schedule shall be charged extra as may be decided by the Project Engineer and shall be payable in advance prior to commencement of such work.

PARTICULARS OF EXTRAS AND DEPOSITS

- a) Deposits without carrying any interest on or before taking possession of the said flat towards obtaining and providing electric meter including costs and charges of lying service lines, sub-station/transformer, other installations

and any increased and/or additional costs for obtaining service lines if any a sum of Rs.60,000/- (Rupees Sixty thousand only) subject to actual.

- b) Forming Association for common purposes.
- c) Betterment or any other levy/levies that may be charged on the premises by the government or any other Statutory Authority entitled or levy such charges.
- d) Rs.8,000/- (Rupees Eight Thousand) only towards the fees of the advocate applicable for the execution of this Agreement.
- e) Cost of extra works carried within the said flat/unit besides schedule work.
- f) The stamp duty registration fees and miscellaneous expenses for all documents to be required in pursuance hereof.
- g) Deposits of a sum of Rs..... @ Rs.20/- per Sq. ft. without carrying any interest on or before taking possession of the said flat towards management and maintenance of common service area.
- h) Deposits on account of Municipal Tax @ Rs. 20/- Sq.ft. without carrying any interest on or before taking possession of the said flat.
- i) Cost of Diesel Generator provided for common lighting operation of water pump, lift and 500 watts supply in each individual unit on actual basis.

- j) The purchaser shall have to pay G.S.T. and other tax imposition as applicable.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATION FITTINGS & FIXTURE

1. **BUILDING WORK** : The building will be RCC framed structure with columns, beams, girders etc. as per structural design.
2. **WATER SUPPLY** : From deep bore tube well lifted to overhead water tank by submersible pump with de-ironing Plant.
3. **ELECTRICALS** : Superior quality copper wiring (Finolex or Havells) with the latest standard modular switches and miniature circuit breakers
(Anchor or Havells) one A.C point in all bed rooms and also providing overhead illumination for street and common areas.
4. **WALL** : External wall with good quality exterior paints. All internal wall & ceilings shall be finished with plaster of Putty.
5. **FLOORING** : Living Cum Dining room, Bedroom, Vetrified Tiles Floor and kitchen, both toilet fully furnished by Anti skid Tiles floor, Staircase and floor lobby fully furnished by Marbled.

- 6. KITCHEN** : Cooking platform made of Indian Granite stone with stainless steel sink and Dado ceramic wall tiles up to 3' ft. height above cooking platform.
- 7. TOILETS-CUM BATHROOM** : White, high quality porcelain wall Hanging commode for both toilets fittings of Parry ware or equivalent. Chromium-Plated fittings of Jaguar or equivalent. Geysers in all bathrooms and one washing machine point. At Balcony.
- 8. DOOR** : Framed of seasoned and treated sal or equivalent good quality wood and flush door shutter of standard quality. Main door shall be provided with locks of brass/stainless steel with 2 coats primer.
- 9. WINDOW** : Fully sliding aluminum window with grill.
- 10. BALCONY** : Covered grill.
- 11. FLOOR LOBBY** : Staircases and floor lobby marbled.
- 12. GROUND FLOOR** : Kezy Mosaic Floor.
- 13. LIFT** : Lift of standard make.
- EXTREAS** : Any extra / additional work other than our standard schedule shall be charged extra as may be decided by the project Engineer and shall be payable in advance prior to commencement of such work.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **Maintenance :-** All costs and expenses for maintaining, whitewashing, painting, repainting, repairing, renovating and replacing the common areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the buildings).
2. **Operational :-** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, water pump with etc.)
3. **Staff :-** The salaries and all other expenses on the staff to be employed for the common purpose (including bonus and other emoluments and benefits).
4. **Association :-** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Owner or any agency looking after the common purposes until handing over the same to the Association.
5. **Taxes :-** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Unit). and service tax as per Rule.
6. **Common Utilities:-** Expenses for serving/ supply of common facilities and utilities (including electricity, water etc.) and all charges incidental thereto.
7. **Reserves :-** Creation of funds for replacement, renovation and / or other periodic expenses.
8. **Others :-** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and / or Association for the common purposes.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Restriction Imposed Upon the Purchaser in respect of the said flat.

1. Not to use the said flat not permit the same to be used for any purpose which is illegal or immoral or which may cause nuisance or annoyance to the owners and/or occupiers in the other flat or apartment in the building.
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any flat or any part of the building or may cause in increase in the premium payable in respect thereof.
3. Not to throw dirt rubbish or other refused waste or permit the same to be thrown into lavatories, cistern, water pipes of the said building.
4. No birds or animals which may cause annoyance to any owners or occupiers of the other flat comprised in the said building shall be kept in the said flat.
5. The exterior of the said flat not be decorated otherwise than in the manner agreed by the majority of the owners of the flats comprised in the building.
6. The purchaser shall have the right to erect Television Antenna and/or Antennas on the roof of the building.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

Conditions obligations and/or restriction recognized and admitted and/or to be observed and performed by the Purchaser

- 1) All charges for consumption of the Electricity for the common areas and facilities shall be borne and paid by all the owners proportionately.
- 2) The costs of maintenance, repair, replacement and/or installation as the case may be in respect of the common properties herein before mentioned shall be borne and paid by the owners proportionately.
- 3) The purchaser shall at his own costs and expenses get his name mutated in the records of the Municipality and the Vendor shall signify their consent and sign and execute all necessary documents for the purpose.
- 4) If at any time any additional erection such as tube-well, water pump be required in the said building then they will be installed with the mutual consent of all the owners thereof and all the expenses in connection therewith shall be borne and paid the owners proportionately.
- 5) That the Flat/Apartment constitute residential unit and as much are transferable and heritable. They shall not be permitted to be partitioned and sub-divided for any purpose whatsoever.
- 6) That the Purchaser hereto shall not act in any manner so as to cause nuisance or annoyance to the other owners of the said building.
- 7) That the Purchaser will at his own cost and expenses install in his name a separate electric meter or sub-meter for supply of electricity to his flat.

- 8) That the purchaser shall not demolish or damage the floor or any part thereof nor made any alteration in the main structure.
- 9) That the purchaser shall be entitled to half the depth in the ceiling and all other common walls or other walls and shall have the right to repair and maintain the same.
- 10) The Developer shall have the right to construct further floor or floors if the sanctioned is obtained for the same and the purchaser shall have no objection for the same.

THE NINTH SCHEDULE ABOVE REFERRED TO

(Consideration and payment schedule)

a)	Upon application	10%
b)	Within 30 days of the booking	20%
c)	Upon casting of roof of concerned Flat	30%
d)	Upon commencement of brick work of concerned flat.	30%
e)	Upon handing over possession or within 30 days of intimation to take possession whichever be earlier.	10%

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

SIGNED AND DELIVERED by the parties at
Kolkata in the presence of:

WITNESSES:

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE CONFIRMING PARTY

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchasers the within mentioned sum of Rs...../- (Rupees) only being the part payment of consideration amount money as per Memo below:

MEMO

Cheque No.	Date	Drawn on	Amount (Rs.)
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Rs...../-

=====

(Rupees) only

WITNESSES:

1.

2.

SIGNATURE OF THE VENDOR