

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made this the \_\_\_ day of \_\_\_\_\_, Two Thousand Eighteen (2018)

**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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AND

**M/S. AKSHAT DEVELOPERS PVT. LTD. (PAN : AAECA5920C)** a 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 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).

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**AND WHEREAS** by virtue of this last Will dated 4<sup>th</sup> 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 Sebalet inter-alia on his demise his wife Smt. Bhubaneswari Dasi since deceased would be the Sebalet 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 Sebalet of said deity said Shree Shree Iswar Narayan Jieu.

**AND WHEREAS** after the death of said Akshoy Kumar Dutta the First Sebalet 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 5<sup>th</sup> January 1925, his wife Smt. Bhubaneswari Dasi became the Sebalet of said deity and on her death Smt. Rani Santa Kumari Dasi became the Sebalet and on her death Patit Paban Dutta became the sole Sebalet and on the demise of said Patit Paban Dutta his two sons Dilip Kumar Dutta and Sandip Kumar Dutta became the joint Sebalet of the Trust property according to the provision of the said Will and were Sebalet 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 Sebalet 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.

**AND WHEREAS** the Erstwhile Sebait 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.

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- 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.

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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 eight's 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.

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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 OWNER DEVELOPER AND PURCHASER / ALLOTTEE ALSO COVENANTS  
AS FOLLOWS :-**

**1. REPRESENTATION AND WARRANTIES OF THE PROMOTER/DEVELOPER :**

The owner hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development to the Project.
- (iii) There are no encumbrances upon the said and or the Project.
- (iv) There are no litigations pending before any court of law or Authority with respect to the said land, Project or the [Apartment/Plot].
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and (Apartment/Plot) are valid and subsisting and have been obtained by following due process of law. Further the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas.

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- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Promoter has not entered any agreement or sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land including the Project and the said (Apartment/Plot) which will, in any manner, affect the right of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement.
- (ix) At the Lime of execution of the conveyance deed the Promoter shall handover lawful vacant, peace full physical possession of the (Apartment/Plot) to the Allottee and the common areas to the association of allottees or the competent, as the case may be.
- (x) The Schedule Property is tot the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and clam over the Schedule Property.
- (xi) The Promoter has duly paid and said continue to pay and discharge all governmental dues, rate, charge and taxes and other monies, levies, impositions, premium, damage and / or penalties and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment and facilities has been handed over to the allottee and the association of allottee of the competent authority, as the case may be:
- (xii) No notice from the Govt. or any local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the stud property) has been received by or served upon the Promoter in respect of the said Land and/or the project.

## 2. EVENTS OF DEFAULTS AND CONSEQUENCES:

2.1. Subject to Force Meajeure clause, the Promoter shall be considered under a condition of Default in following events.

- (i) Promoter this to prove ready to move in possession of the (Apartment/Plot) to the Allottee within the time period specified or fails to complete the project within the stipulate time

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disclosed at the time of registration of the project with the Authority For the purpose of this para ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specification, amenities and facilities, as agreed to between the parties and for which occupation certificate and completion certificate as the case may be has been by the competent authority:

(ii) Discontinuance of the Promoter's business as a Developer on account of Suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

2.2. In case of default by Promoter under the conditions listed above, Allottee is entitled to the following;

(i) Stop making further payment to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestone and only thereafter the Allottee be required to make the next payment without any interest or.

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment along with interest at the rate described in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee does intend to withdraw from the project or terminate the Agreement he shall he paid by the promoter interest at the rate prescribed in the Rules bar every month of delay till the handing over of the possession of the (Apartment/Plot), which shall he paid by the promoter to the Allottee within forty-five days of its becoming due.

2.3. The Allottee shall be considered under a condition of default, on the occurrence of the following events.

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall he liable to pay interest to the promoter on time unpaid amount at the rate prescribed in the Rules.

(ii) In case of default by Allottee under the condition listed above conditions for a period beyond three consecutive months from the Promoter in this regard, the Promoter may cancel

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the allotment of the (Apartment/Plot) in favour of the Allottee and refund the money paid to him by the Allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

#### **4. CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of total Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the (common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.

[Provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate].

However, in case the Allottee fails to deposit the stamp duty and or registration charges within the period mentioned in the notice, the Allottee authorized the Promoter to withhold registration of the conveyance deed in his her layout till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **5. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

#### **6. DEFECT LIABILITY:**

It is agreed that in case an structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relation to such development is brought to the notice of the promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, in shall be the duty of the Promoter to rectify such defects without further charge within 30 (thirty) days, and in the event

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of promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**7. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter maintenance agency/association of allottees shall have rights of unrestricted access of all Common areas, garages/covered parking and park spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and or maintenance agency to enter in to the [Apartment/Plot] or an part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**8. USAGE:**

Use of Basement and Service Areas the basement (s) and service areas, if any, as located within the (project name), shall be earmarked for purpose such as parking spaces and service including but not limited to electric sub-station transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pump and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserves for use by the association of allottees formed by the Allottees for maintenance services.

**9. COMPLIANCE WITH RESPECT TO THE APARTMENT:-**

9.1. The Allottee shall, after taking possession, be solely responsible to maintain the (Apartment – plot) at his/own it cost. In good repair and condition and shall not do or suffer to be done anything in or to the building, or the [Apartment or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules or any authority or change or alter or make addition to the (Apartment/ plot) if walls and partitions, sewers, drains, pipe and appurtenances thereto thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and property condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

9.2. The allottee further undertakes, assure and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the project, building therein or common areas. The allottees shall not change the colour scheme of the

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outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the (apartment / plot) or place any heavy material in the common passage or staircase of the building. The allottee shall also not remove any wall including the outer and load bearing wall of the (apartment / plot).

9.3. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of the aforesaid conditions.

#### **10. COMPLIANCE OF LAWS, NOTIFICATIONS BY PARTIES**

The parties are entering into this agreement for the allotment of a (apartment/plot) with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

#### **11. ADDITIONAL CONSTRUCTIONS**

The promoter undertakes that it has no right to make additions or to put up additional structure (sa0 anywhere in the project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authorities and disclosed except for as provided in the Act.

#### **12. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the promoter executions this agreement he shall not mortgage or create a charge on the (apartment / plot / building) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not effect the right and interest of the Allottee who has taken or agreed to take such (apartment / plot / building).

#### **13. Right to Amend**

This agreement may only be amended through written consent of the parties.

#### **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

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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.

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**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.

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- 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.

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**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.

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- 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

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- 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. Geyser points 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.

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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.

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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.

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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.

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- 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.

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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.

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SIGNED AND DELIVERED by the parties at

Kolkata in the presence of:

WITNESSES:

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE CONFIRMING PARTY

SIGNATURE OF THE PURCHASERS

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Partner

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**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.)
------------	------	----------	--------------

Rs...../-

(Rupees ..... ) only

**WITNESSES:**

1.

2.

**SIGNATURE OF THE VENDOR**

Drafted by: AMARENDRA KALA  
 (Advocate.)  
 Kolkata High Court, W.B. 480/79  
 PHONE NO : 033 25312996, 9830035967

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 Partner

# LOKENATH PROJECTS

156, Jessore Road, Kolkata-700 074

Date: \_\_\_/\_\_\_/2019

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref: Apartment No \_\_\_\_\_ on \_\_\_\_\_ th floor of Block/Tower No. \_\_\_\_\_, admeasuring carpet area \_\_\_\_\_ sq.ft. with open or covered (dependent or independent) parking space in the ground floor level in the Project named as "ANAND VIHAR PHASE – III" situated at Holding No. 25, N.N. Road, Police Station Dum Dum, Ward No. 24, Kolkata – 700 028 within the limits of South Dum Dum Municipality, District North 24<sup>th</sup> Parganas ("said Apartment").

Dear Sir/Madam,

Greetings from **LOKENATH PROJECTS**.

Thank you very much for purchase of your dream home at "ANAND VHIRES PHASE – III".

We are in receipt of your application from dated.... With reference with the above mentioned Apartment.

We confirm to you the allotment of the above mentioned Apartment as per the terms and conditions mentioned in the Application form.

We acknowledge the receipt of the Application Money of a sum of Rs. 1,00,000/- (Rupees One Lakh only) out of the total consideration value of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). The Application Money paid shall be adjusted against the total consideration payable towards the said Apartment, post adjustment of applicable GST.

We shall be pleased to execute the Agreement for Sale in respect of the said Apartment within 15 (fifteen) days from the date of this letter. Thereafter, the balance consideration is to be paid by as per the schedule of payment enclosed to your Application form.

Please feel free to call your Relationship Manager Madan Gopal Saha at **9830056357** or email us at **lokenathprojects@gmail.com** and we will be glad to assist you.

Thanking You,

Your's Faithfully,

For **LOKENATH PROJECTS**  
**LOKENATH PROJECTS**

  
Partner

Authorized Signatory

**PHONE : 2550 4839**

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the \_\_\_\_ day of \_\_\_\_\_, Two Thousand Nineteen (2019).

**BETWEEN**

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**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

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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

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.....  
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.

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**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,

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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.

**AND WHEREAS** the Erstwhile Sebait entered into an agreement with the confirming party for 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

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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

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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

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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

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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

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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.

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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

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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

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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.

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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

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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 any 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

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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

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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.

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**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.

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**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.

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**SIGNATURE OF THE OWNER/  
VENDOR**

2.

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**SIGNATURE OF THE DEVELOPER**

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**SIGNATURE OF THE PURCHASERS**

Drafted by :

Advocate  
High Court, Calcutta.

LOKENATH PROJECTS

  
Partner

**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.

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**SIGNATURE OF THE DEVELOPER**

LOKENATH PROJECTS

Conveyance - Lokenath Projects Developer (A)

  
 Partner