

70AA 877185

AGREEMENT

Date: 10th MARCH 2014

Place: Kolkata

Parties

- 3.1.1 Om Prakash Himatsingka, son of Late D. N. Himatsingka, by religion Hindu, by occupation business, Citizen of India, residing at 19B, Mandeville Gardens, "Rajiv Apartment", Flat No. 18, Police Station Gariahat, Kolkata - 700019;
- 3.1.2 Smt. Manisha Himatsingka, wife of Rajiv Himatsingka, by religion Hindu, by occupation business, Citizen of India, residing at 19B, Mandeville Gardens, "Rajiv Apartment", Flat No. 18, Police Station Gariahat, Kolkata - 700019;

- 3.1.3 Revant Himatsingka, son of Rajiv Himatsingka, by religion Hindu, by occupation business, Citizen of India, residing at 19B, Mandeville Gardens, "Rajiv Apartment", Flat No. 18, Police Station Gariahat, Kolkata 700019;
- 3.1.4 Greenview Enclave Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.5 Greenview Infranirman Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata 700 017;
- 3.1.6 Exult Apartments Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.7 Exult Infrastructure Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.8 Exult Sheiters Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.9 Nakul Himatsingka son of Shri S. K. Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at Mandeville Gardens, Kolkata-700 019;
- 3.1.10 Srawan Kumar Himatsingka son of Late D.N Himatsingka, an Indian Citizen, by faith Hindu, by occupation Business, Residing at Mandeville Gardens, Kolkata-700 019;
- 3.1.11 Exult Real Estates & Developers Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.12 Exult Constructions Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.13 Exult Residency Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.14 Smt. Kanak Himatsingka wife of Srawan Kumar Himatsingka, of 20, Mandeville Gardens, Police Station Gariahat, Kolkata-700019;
- 3.1.15 Greenview Awas Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata 700 017;
- 3.1.16 Exult Real Estates Consultants Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;



- 3.1.17 Exult Real Estates Agents Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.18 Exult Transport Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.19 Exult Builders Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.20 Greenview Garden Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.21 Greenview Kutir Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.22 Greenview Mansions Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.23 Greenview Hospitality Private Limited company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata-700 017;
- 3.1.24 Greenview Infrahomes Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700017;
- 3.1.25 Greenview Procon Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700017;
- 3.1.26 Greenview Infrabuild Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.27 Greenview Infraawas Projects Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700017;
- 3.1.28 Greenview Niwas Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700017;
- 3.1.29 Exult Enclave Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.30 Greenview Infrashousing Private Limited company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;



- 3.1.31 Greenview Infrarealtors Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata 700017;
- 3.1.32 Exult Buildcon Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.33 Exult Homes Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.34 Greenview Infraestates Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.35 Ideal Realcon Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.36 Ideal Carriers & Logistics Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.37 Ideal Infralogistics Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.38 Greenview Shelters Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata 700 017;
- 3.1.39 Exult Heights Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.40 Exult Nirman Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.41 Ideal Devcon Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.42 Greenview Complex Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.43 Greenview Devcon Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.44 Greenview Colonizers Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;



- 3.1.45 Ideal Infrabuild Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.46 Odin Housing Projects Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.47 Exult Estates Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.48 Ideal Awas Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lai Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.49 Pranav Himatsingka son of Rajiv Himatsingka, by religion Hindu, by profession business, residing at 19B, Mandeville Gardens, "Rajiv Apartment", Flat No. 18, Police Station Gariahat, Kolkata-700019;
- 3.1.50 Greenview Abasan Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.51 Ideal Nice Plaza Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.52 Ideal Marrygold Highrise Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-70007;
- 3.1.53 Ideal Orchid Nirman Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.54 Ideal Silverline Buildcon Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lai Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.55 Ideal Niwas Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.56 Ideal Rose Developers Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071;
- 3.1.57 Greenview Cottage Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017;
- 3.1.58 Greenview Heights Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017; and

3.1.59 Greenview Infralogistics Private Limited a company incorporated under provisions of the Companies Act, 1956, having its registered office at 222, A.J.C. Bose Road, Room No.6, Police Station Beniapukur, Kolkata - 700 017.

collectively **Owners**, includes their respective successors-in-interest and assigns in case of companies and their respective heirs, successors, executors, administrators, legal representative and assigns in case of individuals)

And

3.2 Ideal: Ideal Real Estates Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Kolkata - 700 071 [PAN AAACD9025H]

(Ideal, includes successors-in-interest and assigns)

And

3.3 BUYER: PRASENTIT DUTTA SON OF KARALI CHARAN

DUTTA 4 JHINUK DUTTA WIFE OF PRASENTIT

DUTTA RESIDING AT — 99/3 PANCHANANTALA

ROAD (OPP. PIYALI APT) PASCHIM PUTIYARI

(Buyer, includes KOLKATA — 700041

Owners, Ideal and Buyer are hereinafter referred to as such or as Party and collectively as Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

- 4. Subject Matter of Agreement
- 4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:
- 4.1.1 Said Flat: The residential flat described in Part I of the 2nd Schedule below (Said Flat), in the Block named therein(Said Block) forming part of the cluster of buildings to be comprised in the Said Complex (defined in Clause 5.2 below) to be constructed on All That the pieces and parcels of land together measuring about 608.01 Decimals (equivalent to about 368.48 cottahs) with structures thereon and comprised in Dag Nos. 490, 489, and 492 in Mouza Mahishbathan under J.L. No. 18 and in Dag Nos. 852 and 918 in Mouza Thakdari under J.L. No. 19, both within jurisdiction of P.S. Salt Lake Electronics Complex (previously Bidhannagar East), within Ward No. 1 of Bidhannagar Municipality and now allotted Provisional Holding no. 001 by Bidhannagar Municipality, District North 24-Parganas, described in Part I of the 1st Schedule below (Said Property).
- **4.1.2** Land Share: Undivided, impartible, proportionate and variable share in the land contained in the Said Property, as be attributable and appurtenant to the Said Flat (Land Share). The Land Share shall be the proportion which the built-up area of the Said Flat bears to the total built-up area of all the Flats in the Said Complex.
- 4.1.3 Parking Space: The right to park a medium sized car in the parking space/s described in Part II of the 2nd Schedule below (Parking Space), if any.



- (g) Stamp Duty and Registration Costs: stamp duty, registration fees for registration and all other fees and charges, if any, as applicable and intimated by Ideal together with fixed miscellaneous expenses of Rs.10,000/- (Rupees ten thousand) for each registration, which shall be paid and borne by the Buyer 15 (fifteen) days prior to the date of registration.
- (h) Maintenance Deposit: Interest free deposit on account of Maintenance Charge (Maintenance Deposit) calculated @ Rs.35/- (Rupees thirty five only) plus Service Tax per square feet of built-up area of the Said Flat. Residual amount, if any, shall be transferred to the Association.
- (i) Increase in Total price: any increase in the Total Price due to increase in measurement of the said Flat, at the rate at which the Total Price has been computed. It is clarified that in the event of decrease in measurement of the said Flat the total price shall decrease at the rate the Total Price has been computed.
- No Possession Without Payment of Total Price and Extras: The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement.
- 8.5 Basis of Payment: The Total Price and Extras shall be payable by the Buyer to Ideal on built-up area of the Said Flat.
- 9. Construction, Completion of Sale and Facility Manager
- 9.1 Construction by Ideal: Ideal shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the architect of the Said Complex (Architect), as per the Specifications described in the 5th Schedule below.
- 9.2 Quality, Workmanship and Acceptance of Variations etc.: The decision of the Architect in all regards including quality, workmanship and variations shall be final and binding on the Parties. The Buyer consents to the variations, modifications or alterations as may be recommended by the Architect and further agrees not to raise any objection to Ideal and/or the Architect making such variations, modifications or alterations or raise objection in any manner relating to or concerning the construction or completion of the Said Block and/or the Said Complex by Ideal.
- 9.3 No Hindrance: The Buyer shall not, before or after delivery of possession of the said Flat And Appurtenances to the Buyer, directly or indirectly, do any act, deed or thing whereby the construction/ developmental work of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex is in any way hindered or impeded. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 9.4 Basic Duty of Buyer: The Buyer shall make all payments and perform and comply with all terms, conditions, covenants, undertakings, stipulations, restrictions, and obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- Space, if any, usable in accordance with the provisions of Clause 9.6.3 below on or before 30th June, 2017 for Blocks-C, D & F and 31st December, 2017 for Blocks-A, B & E (Completion Date) provided however the Completion Date may be extended by a period of 12 (twelve) months (Extended Period) at the option of Ideal. Ideal shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if Ideal is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment or complying with any of the buyers obligations recorded in this Agreement and (2) any other

reasonable cause whereby Ideal is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from Ideal on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

- 9.6 Access & Possession of Said Flat and Parking Space: With regard to access and possession, it is agreed as follows:
- 9.6.1 Access for Fit-Out: Before the Completion Date, at the request of the Buyer, Ideal may at its option and subject to such conditions as it may deem fit, allow the Buyer to have temporary access to the Said Flat for interior and furniture works provided all dues payable to Ideal are paid in full by the Buyer. The Buyer shall complete the interiors and furniture works without disturbing or causing inconvenience to Ideal or the occupants of other flats in the Said Complex and without making any change in the structure and construction of the Said Flat. During such period of temporary access Ideal shall continue to be in possession of the Said Flat and the Buyer shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the Said Flat till possession is given by Ideal by issuing the Possession Notice (defined in Clause 9.6.2 below). The Buyer shall pay to Ideal all incidental charges like proportionate electricity charges, cleaning charges etc. relating to the fit-out carried out by the Buyer. The Buyer agrees to adhere to the guidelines below:

Guidelines to be followed by the Buyer and/or their representatives

- 1. Buyer shall not put additional grills in the balcony/windows.
- Buyer shall not install window air-conditioner or put outdoor unit of split airconditioner other than at the place already provided.
- 3. In case of buyer making any changes in pipelines/plumbing lines, a smoke/pressure test shall have to be conducted in the presence of Ideal's representative. Cost of such test will be borne by the Buyer. If the said changes pass the smoke/pressure test, a certificate shall be issued for the same. Ideal shall not be liable for any future damage occurring due to these changes. And if, by making such changes any damage is caused to any other flat, the rectification cost will be borne by the buyer.
- If any damage is caused to any other flat or the Common Portions due to buyer, then Ideal shall be entitled to get the same rectified at the cost of the Buyer.
- Painting of external surface in balcony and windows is not allowed.
- Possession: Upon the Said Flat becoming habitable and the Parking Space, if any, becoming 9.6.2 usable in accordance with the provisions of Clause 9.6.3 below, Ideal shall serve a notice on the Buyer (Possession Notice) calling upon the Buyer to take exclusive physical possession of the Said Flat and the Parking Space, if any, and within 15 (fifteen) days from the date of the Possession Notice (Date Of Possession Notice), the Buyer shall be bound to take over exclusive physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to Ideal, failing which it shall be deemed that the Buyer has taken possession on the 16th day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, Date Of Possession). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings such as Maintenance Charge and property taxes and land revenue (Rates & Taxes), irrespective of whether or not the Buyer takes exclusive physical possession as aforesaid. In case such deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.

6th Schedule Part-l (Total Price)

The Total Price for sale of Said Flat And Appurtenances is as mentioned below:

Particulars	rs Amount (Rs.)		Total Price (Rs.)	
Base Price of the Said Flat	44,48,500	1,37,459	45,85,959	
Base price of the Garden			-	
Preferential Location Charges	3,25,500	40,232	3,65,732	
Height Escalation Charges	2,27,850	7,041	2,34,831	
Air Conditioning Charges	1,62,750	5,029	1,67,778	
Open/Covered/Basement Parking Space Charges	3,50,000	10,815	3,60,815	
Total Price	55,14,600	2,00,576	57,15,175	

Part-II (Payment Schedule)

The Total Price shall be paid by the Buyer in the following manner:

	part by the bayor at the following marrier.					
1	At or before the execution hereof	Rs.	11,43,034			
2	Within 28 JUNE 2014	Rs.	4,00,063			
3	Within 26, OCT 2014	Rs.	4,00,063			
4	Within 23, FEB 2015	Rs.	4.00.063			
5	Within 23 JUNE 2015	Rs.	4.00 063			
6	Within 21 OCT 2015	Rs.	4,00,063			
7	Within 18 FEB 2016	Rs.	4,00,063			
8	Within 17 JUN 2016	Rs.	4.00.063			
9	Within 15 OCT 2016	Rs.	4,00.063			
10	Within 12 FEB 2017	Rs.	4.00.063			
11	Within 12 JON 2017	Rs.	4.00.063			
12	Within	Rs.	_/			
13	Within	Rs.	64			
14	14 Before Date Of Possession		_5, 7i, St)			
	Total	Rs.	T			

- 20. Execution and Delivery
- 20.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

For IDEAL REAL ESTATES PVT. LTD.

S. 4. Hrindy

[ideal]
For self and as Constituted Attorney of the Owners

\$51-KG, - Preasery to Lutte

[Buyer]

Witnesses:

1

Bhooke Cate.
BHASKAR LAHFII
50, J. L. Nehru Road
11th Floor
Kolkata-700071

SUMALI GHOSH 50, J. L. Nehru Road, 11th Floor, Kolkata-700071