

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

15AB 319899

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this the 15th Day of September, Two Thousand Eighteen, BETWEEN M/s. SAKSHI GANGA REALTORS PRIVATE LIMITED (Formerly known as M/S Orient Dealcom Private Limited), a private limited company duly registered within the provisions of the companies Act, 1956 and having its registered office at premises No. 7A, Rani Rashmoni Road, Post office - Taltala, Police Station-New Market, Kolkata-700013, District-Kolkata represented by Sri Krishnendu Chowdhury the director being the "VENDOR" having its PAN CARD No. AABC01179N, hereafter referred to as the party of the **FIRST PART**

Sakshi Ganga Realtors Private Limited
Krishnendu Chowdhury

Director

Nidu Choudhary

Aloraria

ক্রমিক সংখ্যা 652 তারিখ 06/06/18
ক্রেতার নাম Sauchi Ganga Realtors Pvt Ltd
ঠিকানা Herem
মূল্য 10/-

Racilal
সেকেন্ড হেণ্ডের
স্ট্যাম্প ডেস্কটার
হাওড়া আদালত

(which expression unless excluded or repugnant to or inconsistent with the subject or context shall mean and include the Successors and Successors-in-office, Executors, Administrators, Legal Representatives and Assigns);

AND

SRI AJAY CHORARIA, Son of Sri Bimal Kumar Choraria, by faith Hindu, by occupation Business and having his **PAN NO: ACWPC6644A** and **SMT. NITU CHORARIA** Wife of Sri Ajay Choraria by faith Hindu, by occupation Housewife and having his **PAN NO: AFFPC7852N** residing at 22, Ramlal Mukherjee Lane, Post Office- Salkia, P.S. Golabari, Howrah-711106, being the "**JOINT PURCHASERS**", hereinafter referred to as the **PARTY OF THE OTHER PART** (which expression for both of them unless excluded by repugnant or inconsistent with the subject or context shall be deemed to mean and include their heir, successors, executors, administrators, legal representatives and assigns);

A. WHEREAS Ramesh Kumar Maheshwari, since deceased and Sri Manoj Kumar Maheshwari, both sons of Late Nandlal Maheshwari were the joint owner of the property being ALL THAT piece and parcel of Premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah-711106 being the land with structures containing by measurement 1 Bigha 17 cottahs 11 Chittacks and 31 Square feet more or less comprised in R.S khatian No.156, R.S Dag no. 308, Vide Sheet no. 24 more properly described as per the First, Schedule hereunder written and their names were recorded as the Owners Under Section 50 of the West Bengal land reforms act and in this way the legal and absolute joint ownership of the said Ramesh Kumar Maheshwari and Sri Manoj Kumar Maheshwari remained undisputed in respect of the above referred property properly described as per the first Schedule hereunder written.

B. AND WHEREAS the said Ramesh Kumar Maheshwari and Sri Manoj Kumar Maheshwari Were seized and possessed of as the legal and absolute owners of the above referred property being land and structures

Alitu Choraria

Choraria

Krishnendu Choudhury
Sakti Ganga Realtors Private Limited
Director

comprised in khatian No. 156, Dag No. 308 covering an area of bigha 17 Cottahs 11 Chittacks and 31 Square feet more or properly described as per First schedule hereunder written.

C. AND WHEREAS the said Ramesh Kumar Maheshwari and Manoj Kumar Maheshwari being the owners of the above referred property properly described as per schedule hereunder written required some financial outlay for the purpose of their business and as such the vendors hereto desired to dispose of their above referred property by way of sale in favour of any prospective purchaser being free from all encumbrances and attachments against a marketable consideration.

D. AND WHEREAS by an Indenture of Conveyance it was on 24th day of May, 2013 the Vendor Above named M/S Sakshi Ganga Realtors Private Limited (formerly known as M/S Orient Dealcom Private Limited) purchased the above said property being premises No. 1, Sreemani Bagan Lane, P.S Golabari ,Howrah-711106 being land and structures by virtue of Conveyance for sale bearing No.05226 registered in the office of Registrar of Assurances-Kolkata on the same day duly entered in Book N.1, C.D Volume No. 10, 8677 to 8698 for the year 2013 and upon execution of the sale Deed as above and upon payment of the valuable consideration the right, title and interest in respect of the above said property properly described as per the first schedule hereunder written were parted with the previous owners namely Ramesh Kumar Maheshwari and Manoj Kumar Maheshwari and the same were vested along with possession thereover in the Vendor abovenamed M/S Orient Dealcom Pvt.Ltd. now named as M/S Sakshi Ganga Realtors (P) Ltd. Under provisions of the Transfer of Property act, 1882.

E. AND WHEREAS the said M/S Sakshi Ganga Realtors Private Limited (Formerly known as M/S Orient Dealcom Private Limited) mutated its name on the Assessment Records of Howrah Municipal Corporation and also on the Record of Rights maintained by the Revenue Department of Government of West Bengal and made payment of the municipal Taxes

Nitu Chhorasia

Chhorasia

Sakshi Ganga Realtors Private Limited
Krisshendu Choudhury
Director

and also the Revenue or Khajanas in its name as the sole, legal and absolute owner of the above referred property.

F. AND WHEREAS the Vendor abovenamed wanted to develop the above referred property by its own funds without appointment of any Developer, and applied with the Howrah Municipal Corporation for sanction of a Building plan.

G. AND WHEREAS upon perusal of the document to the title of the above referred property Howrah Municipal Corporation sanctioned a Building plan for construction of a G+6 three multi-storeied buildings being B.P. No. BRC No.102/13-14 dated 07.11.2013 and BP No. BRC No.21/2016-17 dated 07.05.2016..

H. AND WHEREAS being fully and legally empowered by Howrah Municipal Corporation the Vendor hereto started construction of a multi-storeied building at the site of Premises No.1, Sreemani Bagan Lane, P.S. Golabari, Howrah-711106 and the construction works are going on.

I. AND WHEREAS the Vendor hereto is desirous of selling the flats and apartments being constructed in the said multi storied building and the purchaser is approaching the Vendor hereto for purchase of such flats and apartments for the purpose of the purchaser.

J. AND WHEREAS SRI AJAY CHORARIA & SMT. NITU CHORARIA the Purchaser hereto approached the Vendor on or about 20th day of October, 2015 and she desired to purchase one flat/apartment in the above said multi storied building now known as "**LINGHAM GANGES**" situated on the Fourth Floor being Block-1, Flat No. B IV, consisting of the super built up area of 1100 Square Feet (One Thousand One Hundred Square Feet) respectively at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred only) Per Sq. Ft. the total consideration being Rs. 34,10,000/- (Rupees Thirty Four Lacs Ten Thousand) only at the above consideration and offer and acceptances meeting together constituted a contract in between the Vendor and Purchaser.

Sakti Ganga Realtors Private Limited
Krishnendu Choudhury
Director

Nitu choraria

Choraria

K. AND WHEREAS the Purchaser abovenamed has inspected the location of the above said Apartment/Flat No. B IV on the 4th Floor, Block-1 properly described as per Second Schedule hereunder written and satisfied themselves about the Title Deeds, Plans and all other papers and document and have also made all necessary and relevant enquiries about the nature right, title and interest of the Seller in the above said premises.

L. AND WHEREAS the seller has and shall always have full right to possess common areas, parts, passages including the community hall if any and roof of the building and the Vendor shall always have the right to make further constructions on the roof of the building without any objections or hindrances by the Purchaser hereto subject however, that the Seller will engage in such further constructions on the roof of the building as per the sanctioned plan by Howrah Municipal Corporation.

M. AND WHEREAS the purchaser above named through their legal advisor have inspected and satisfied himself for the title deeds, plan and all other papers and all other papers and documents and also the self contained apartment in the above said building "LINGHAM GANGES" and have also made all necessary and relevant enquiries about the nature of right, Title and interest of the Vendor in the above said premises and became fully satisfied.

N. AND WHEREAS the Vendor has agreed to sell and dispose off and the Purchaser has agreed to purchase and acquire ALL THAT piece and parcel of Flat No. B IV situated on the 4th Floor of Block-1 consisting of super-built up area of 1100 Square Feet surrounded by walls consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen, One Balcony and Two Toilets at Premises No. 1, Sreemani Bagan Lane, P.S Golabari, Howrah-711106 morefully described as per Second Schedule hereunder written.

O. AND WHEREAS the Vendor shall have always right of common areas, paths, and other Facilities including the community hall office along with the Purchaser and other purchasers and/or occupiers of other flats in the

Nitu Chorraria

Chorraria

Sakti Ganga Realtors Private Limited
Krishnendu Choudhury
Director

said building but the roof of the said building "LINGHAM GANGES" shall be solely the exclusive property of the Vendor hereto and the Vendor shall have the right to make further constructions on the roof of the said building without any objections or hindrances by the Purchaser hereto subject however, according to the relevant building Plan sanctioned by Howrah Municipal Corporation.

P. AND WHEREAS the vendor abovenamed hereby agreed to sell/transfer its aforesaid flat at a consideration of Rs. 34,10,000/- (Rupees Thirty Four Lacs Ten Thousand) only and the said purchaser hereto agreed to purchase and acquire all absolute Right, Title and Interest of the Vendor in the aforesaid flat/apartment with one car parking space together with permanent hereditary right of use, occupation and ownership of the said apartment and the said agreed consideration is the true, fair and marketable value of the aforesaid apartment and upon discussion as per above the Purchaser hereto has already made payment of Rs. 6,44,491/- (Rupees Six Lacs Forty Four Thousand Four Hundred Ninety One) only by 3 cheques by way of earnest money/part consideration which the Vendor doth hereby admit and acknowledge as per the memo of consideration hereunder written and inter alia agreed to by the Vendor and Purchaser that the Purchaser shall make payment of balance consideration amount in the following manner:

PAYMENT SCHEDULE:

Booking amount	Rs.5,00,000/-
Within 15 day of booking (less booking amount)	10%
Next 45 days.	20%
Foundation	5%
On or before completion of 1st Slab casting.	5%
On or before completion of 2 nd Slab casting.	5%

Nitu Chouraria

@Chouraria

Sakshi Ganga Realtors Private Limited
Kris kundu Choudhury
Director

On or before completion of 3 rd Slab casting.	5%
On or before completion of 4 th Slab casting.	5%
On or before completion of 5 th Slab casting.	5%
On or before completion of 6 th Slab casting.	5%
On or before completion of 7 th Slab casting.	5%
On or before completion of brick wall.	10%
On or before completion of plaster.	5%
On or before completion of flooring.	10%
On Possession.	5%

Q. AND WHEREAS the Vendor hereto covenants to the Purchaser that, upon payment of the full consideration amount the Vendor shall hand over the vacant possession of the above said purchased apartment to the abovenamed Purchaser and will execute the Conveyance in favour of the Purchaser hereto term of the Article of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

ARTICLE-I

DEFINITIONS:

It is hereby agreed to and decided upon by the Parties hereto that unless in these in these present there is something in the subject or context in consistent therewith:

(a) THE VENDOR : The Vendor shall mean M/S Sakshi Ganga Realtors Private Limited, represented by Sri Krishnendu Choudhury the Director, having his PAN CARD No. AABCO1179N (Formerly known as M/s.

Nitu Chouraria

Chouraria

Sakshi Ganga Realtors Private Limited
 Sri Krishnendu Choudhury
 Director

Orient Dealcom Private Limited) having its Registered Office at Premises No. 7A Rani Rashmoni Road, Post Office -Taltala, Police Station-New Market, Kolkata-700013, District-Kolkata and its Successor or Successor-in-office, Executors, Administrators, Legal Representatives and Assigns.

- (b) **THE PURCHASERS:** The Purchasers shall mean **SRI AJAY CHORARIA & SMT. NITU CHORARIA** and his/her Heir and Successors, Executors, Administrators, Legal Representatives and Assigns.
- (c) **PREMISES :** The premises shall mean and include the said premises No. 1, Sreemani Bagan Lane, P.S. , Howrah-711106 more fully described as per First schedule hereunder written.
- (d) **BUILDING :** The building shall mean the said 3 G+6 multistoried buildings being constructed as the said Premises named as "LINGHAM GANGES" as per the sanction Plan.
- (e) **UNIT:** The unit shall mean and include the Flat/Apartment morefully and particularly described in the Second Schedule hereunder written.
- (f) **GARAGE OR THE PARKING SPACE:** The garage or the parking space, shall mean the open car parking space to be provided in the covered space of the buildings sufficient for parking of any standard car.
- (g) **THE PLAN :** The plan shall mean the plans, elevation, designs, drawing and specifications of the building as prepared by the Architect and including the subsequent variations as approved and mentioned by the Howrah Municipal Corporation being sanctioned Plan No. BRC No. 102/13-14 dt. 07.11.2013 and BRC No.21/2016-17 dated 07.05.2016.
- (h) **COMMON PART :** The common part shall mean and include lobbies, stair case, community hall if any, stair-way, passage, lifts, shafts, sub-Stations, pump room, Machine Room and other facilities as are or may be required for maintenance of the management of the building and use more fully described as per the third schedule hereunder written and occupation of all the units including the said Unit morefully and particularly described in the second schedule hereunder written but shall not include the roof/tear which shall remain the exclusive property

Sakhi Ganga Realtors Private Limited
Kishmendu Choudhury
Director

Nitu Choraria

Choraria

of the Vendor with the full and absolute right to sell/transfer/alienate/let out or otherwise dispose of the same in the manner the Vendor may deem fit and proper.

- (i) **COMPANY/HOLDING ORGANISATION:** The Company/Holding Organisation shall mean and include Association, Syndicate, Society or Limited company that may be formed by the Vendor and the Purchaser for common purchases and for the management of the said building.
- (j) **COMMON PURPOSES:** The common purposes shall mean and include the purposes of maintaining the said premises and the buildings and in particular the common parts and in meeting the common expenses and matters relating to mutual rights and obligation of the Vendor, Purchasers/Occupiers and Common use and enjoyment thereof.
- (k) **THE UNDIVIDED SHARE:** The undivided share shall mean the undivided share or interest in the said premises and in the common parts in the ratio that the area of the said Unit shall bear to the whole built up area of the said building.
- (l) **MAINTENANCE AND SERVICE CHARGES :** The Maintenance and Service Charges shall mean and include the service and maintenance charges for the said Unit as may be incurred by the Vendor as described below:
- (i) For providing the service to the maintenance of the said building except the roof.
 - (ii) For making such provisions for incurring expenses in respect of future provisions as the vendor may in consultation with the purchaser and all other Purchasers in the said building shall decide and settle.
 - (iii) For the proportionate amount to be paid on account of the said maintenance and service charges.
 - (iv) It is hereby also agreed to and decided upon by the Vendor and Purchaser that whenever any expenses or costs are mentioned to be paid/borne by the Purchaser hereto then the amount payable

Krishnendu Choudhury
Sakti Ganga Realtors Private Limited
Director

Nitu Choudhary

Choudhary

by the Purchaser shall be in proportion to the area of the respective units which will also include the proportionate area of the total common areas for the time being as already constructed or being constructed and completed in the said building.

(m) **THE TRANSFER** : The Transfer shall include the transfer of possession on payment of full consideration money as agreed to between the Vendor and the Purchaser and by any other means as may be adopted or agreed to by the Vendor and the Purchaser either by agreement or by mode of Conveyance for properly effectuating the said Deed of Transfer as is understood as a transfer of Unit in a Multi-storied building to the Purchaser under the provisions of the West Bengal Apartment Ownership Act XVI of 1972 and the West Bengal (Regulation of Construction and Transfer) Act-XVII of 1972 and as such the amounts to transfer of the Unit in the eyes of law.

(n) Any reference to any acts or statutes shall include any statutory reference, extension of the said Act or Statutes, Modifications thereof or any replacement acts of the main acts by any other acts as passed by the legislature or enacted or any rules, Regulations, Notifications or relevant orders or the Decrees passed by the Competent Courts in connection with the said statutes.

ARTICLE-II.

COMMENCEMENT:

It is hereby agreed to and decided upon by the Vendor and the Purchaser that this Agreement is being executed on this on this the 15th Day of September, 2018 and as such this agreement shall be deemed to have commenced on and with effect from the same date this the 15th Day of September, 2018.

Nitu Choudhary

Choudhary

Director
Kishorendu Choudhary
Sakti Gang's Builders Private Limited

ARTICLE-V

PAYMENT:

1. It is hereby agreed to and decided upon by the parties hereto that the Purchaser hereto made and shall make payment of the agreed consideration being the value of the said Unit amounting to Rs. 34,10,000/- (Rupees Thirty Four Lacs Ten Thousand) only on the dates as mentioned hereunder :

(a) i) On 23rd October, 2015 a sum of Rs. 2,65,700/- vide Cheque No. 009586 Drawn on OBC, ii) On 5th December, 2015 a sum of Rs. 2,89,505/- vide Cheque No. 306306 Drawn on SBI, iii) On 7th June, 2018 a sum of Rs. 89,286/- through RTGS being the earnest money at the time of execution of the instant Agreement.

(b) Balance amount of Rs. 27,65,509/- will be paid on diverse dates before the time of delivery of vacant possession of the said unit together with the regular water supply, regular electricity, supply and running of lift and subject of availability of all facilities as agreed.

(2) It is hereby also agreed to and decided upon by the parties hereto that the Vendor shall be legally and duty bound to make completion of the said unit by making regular supply of water and electricity, running of lift and installation of Generator in perfect working condition so that the purchased flat shall be ready to occupation of the Purchaser and for his living and residential purposes and the Vendor will use all good quality materials or tiles in the casting of the said unit. Further the vendor shall make the existing floor of the said Unit lifted with good quality materials and with good quality teak wood and provided sanitary fittings of good quality in the bathroom , the common stair case , passage, lobbies will also have good quality tiles or mosaic flooring the same and other items in the Unit shall be as per specifications mentioned in the relative

Krishendu Choudhary
Sakti Ganga Realtors Private Limited
Director

Nitu Chouraria



Schedule hereunder written but the Vendor will have no liability after the possession of the unit/flat is give to the Purchaser.

- (3) It is hereby specifically agreed to and decided upon by the parties hereto that after completion of the said Unit the total area comprised in the said Unit on the Sixth Floor of the said Premises shall be property surveyed and duly certified by the Chartered Surveyors or Architect appointed by the Vendor and such certification about the measurement of the area covered by the said Unit shall be final, conclusive and binding on the Purchaser and the Purchaser hereto shall not be entitled to challenge, question or dispute the same on any ground whatsoever if upon issue of such certificate it be found that the area comprised in the said Unit is less or more then the area mentioned herein, then in that event the price payable by the Purchaser to the Vendor shall be proportionately reduced or increased as the case may be and the Vendor and the Purchaser shall do the needful accordingly.
- (4) It is hereby specifically agreed to and decided upon by the parties herein that if the Purchaser fail and neglected to make payment of any of the instalments or any breach being committed by the Purchaser of the terms and conditions as mentioned herein or due to non-observance thereof then in that event this Agreement shall at the option of the Vendor will come to an end and the amounts by way of part consideration so paid by the Purchaser upto that time shall be liable to be refunded by the Vendor to the Purchaser but in that event the Vendor shall be entitled to recover an amount equal to 10% of the consideration amount by way of liquidated damages to be paid by the Purchaser to the Vendor and after that the Purchaser shall have no claim against the Vendor in respect thereof or in respect of the said Unit or any other account whatsoever or howsoever and vice versa
- (5) Side by side it is hereby agreed to and decided upon by the parties hereto that if the Purchaser makes payment of the consideration according to the schedule of the payment then the Vendor shall to deliver possession

Kishorendu Choudhury
Sakti Ganga Realtors Private Limited
Director

Nitu Chonaria

Chonaria

of the said Unit/Flat to the Purchaser on or before the 31st day of December, 2018. Grace Period of 6 Months for any.

ARTICLE VI

PURCHASER OBLIGATION AND COVENANTS:

The Purchaser hereto hereby covenants with the vendor that the Purchaser shall not claim any right or authority whatsoever in respect of other premises or adjoining building already constructed at Premises No. 1, Birendra Bagan Lane, P.S Golabari, Howrah-711106, Flat No. B IV Block No. 1, on the 4th Floor consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen One Balcony and Two Toilets at the above premises morefully described as per Second Schedule hereunder written.

1. That Purchaser shall not claim any right over the said premises except the undivided share therein or other parts in the said building except the right of the common use of the common parts and other Units not granted to the Purchaser and the Purchaser hereby covenants with the Vendor that they are entitled to use the terrace for the purpose of making further construction on the roof or terrace for any other purpose but not for hoarding of explosive materials or for advertisement of any type of Club, Restaurant, School or for Public Meeting for Marriage purposes except for the marriage or religious ceremonies of the purchaser family and/or other Purchaser.
2. That the Purchaser hereby further covenant with the Vendor they will not do any acts or deed or thing whereby the vendor may be prevented from selling assigning or disposing of any other portions of the said building at the said premises only for residential except the Unit being purchased by the Purchaser hereto.
3. That the Purchaser hereby covenants with the vendor that the Purchaser shall not object or interfere with the right of the Vendor to allow the Ground Floor of the said Building to be used as an office only but not for

Nitu Chandra

Chandra

Sahaj Ganga Realtors Private Limited
Krishnendu Choudhary
Director

of the said Unit/Flat to the Purchaser on or before the 31st day of December, 2018. Grace Period of 6 Months for any.

ARTICLE-VI

PURCHASER OBLIGATION AND COVENANTS:

The Purchaser hereto hereby covenants with the vendor that the Purchaser shall not claim any right or authority whatsoever in respect of other premises or adjoining building already constructed at Premises No. 1, Sreemani Bagan Lane, P.S Golabari, Howrah-711106, Flat No. B IV Block No. 1, on the 4th Floor consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen One Balcony and Two Toilets at the above premises morefully described as per Second Schedule hereunder written.

1. That Purchaser shall not claim any right over the said premises except the undivided share therein or other parts in the said building except the right of the common use of the common parts and other Units not granted to the Purchaser and the Purchaser hereby covenants with the Vendor that they are entitled to use the terrace for the purpose of making further construction on the roof or terrace for any other purpose but not for hoarding of explosive materials or for advertisement of any type of Club, Restaurant, School or for Public Meeting for Marriage purposes except for the marriage or religious ceremonies of the purchaser family and/or other Purchaser.
2. That the Purchaser hereby further covenant with the Vendor they will not do any acts or deed or thing whereby the vendor may be prevented from selling assigning or disposing of any other portions of the said building at the said premises only for residential except the Unit being purchased by the Purchaser hereto.
3. That the Purchaser hereby covenants with the vendor that the Purchaser shall not object or interfere with the right of the Vendor to allow the Ground Floor of the said Building to be used as an office only but not for

Krishmendu Choudhury
Sakti Ganga Realtors Private Limited
Director

Nitu Chouraria

Chouraria

the purposes of any factory or for manufacturing purposes or for keeping any factory or for machines or heavy materials or godown for keeping heavy dangerous explosive materials.

4. That the Purchaser hereby gives covenant to the Vendor that they will not store or allow to be stored any articles or materials or any goods in the landings, lobbies and other common parts of the said building.
5. That the Purchaser hereby covenant to the Vendor that the Purchaser shall pay regularly every month by the 7th day of each month in advance to the Vendor the proportionate share of the maintenance and service charges and other liabilities mentioned in the Fourth Schedule that may be accrued from the date of taking possession of the said Unit and the said payment shall be paid by the Purchaser to the Vendor until the transfer of the management of the said premises is made by the Vendor in favour of the Holding Organisation.
6. That the Purchaser hereby gives covenant to the Vendor that the Holding organisation in which the Purchaser shall be one of the prospective members shall absorb all the members of the staff and employees with continuity of service on the same terms and conditions with the Vendor and the evicting benefits of the staff and employees shall not be curtailed after the management of the said building shall be transferred to the Holding Organisation.
7. That the purchaser shall pay the proportionate costs of the Generator at the time of taking possession of the said unit provided the Generator is installed and is in working condition.
8. That the Purchaser hereto hereby covenant with the Vendor that the Purchaser shall bear all the costs for the stamps as required for Registration of Conveyance for sale of the said Unit and also the all and every aspect or Registration charges to be made in the office of the Registrar of Assurances, Calcutta or elsewhere and other incidental charges as may be required to be done for the purpose of Registration.

Sakti Ganga Realtors Private Limited
Kishorendu Choudhury
Director

Nitu Chouraria

Chouraria

9. That the Purchaser hereby covenants with the Vendor that so long as each unit in the said building shall not be separately assessed for the Municipal Taxes and assessed on the whole building the proportionate share in the ratio that each Unit of the said building shall bear to the total area of the building shall be paid by the Purchaser subject however to the Vendor's obligation to dispute the imposition of Corporation Taxes with the Corporation authorities in case the Purchaser so decides the vendor to do so and the cost therefore shall be jointly and proportionately borne.

ARTICLE-VII

MAINTENANCE AND SERVICE CHARGES

1. It is hereby expressly declared and agreed to by both the Vendor and the Purchaser that the Vendor will control the Management and Administration of the said building and will realize the outgoings and charges from Purchaser and will make disbursement of payment for all and every item related to the maintenance of the said building including the salaries of the Staff and other employees and other related matters until such time the Vendor shall transfer and make over the control and management of the said building to the Holding Organisation and the Purchaser shall not have any objection to the right of the Vendor hereto, provided however the Vendor shall not disregard any suggestion, advices etc. as may be given by the Purchaser provided however majority among all Purchaser of all separate Units in the said Building shall be binding upon the Vendor.
2. It is agreed to by the Vendor and the Purchaser the right and authority of managing the said building shall vest in the Vendor himself subject to what is stated in clause (1) above said and the control and management shall be transferred to the Holding Organisation after it comes into proper legal effect being a legal entity so authorized to manage the affairs

Sri Sri Ganga Realtors Private Limited
Kishorendra Choudhury
Director

Nity Chomaria

Chomaria

of the said building and the responsibility of forming the Holding Organisation for the said purpose rest entirely with the Vendor hereto and the Purchaser as a whole shall accord Co-operation to this aspect initiated by the Vendor.

ARTICLE-VIII

1. As discussed in the foregoing paragraph it is hereby further decided upon and agreed to by the Vendor and the Purchaser that the Purchaser along with such other Purchaser who shall have taken, purchased and acquired the other remaining Unit in the said building shall from themselves into an Associations of the owners or various apartment of the said building.

2. It is hereby also agreed to by the Vendor and the Purchaser that once the said Association of the owners is registered with the appropriate authorities in any agreed from whatsoever then in that case the rights of the Unit holders as the Purchasers of the respective units shall be recognized by the bye laws of the said Association.

ARTICLE-IX

USE AND OCCUPATION:

1. It is hereby agreed to and decided upon by the Vendor and the Purchaser that upon possession of the said Unit being delivered to the Purchaser they shall be entitled to use and occupation of the said Unit and after possession of the Purchaser shall have no claim against the Vendor regarding any defects in any items of works of construction of the said Unit or any account connected with the said building and as such the Purchaser hereby irrevocably accepted the report of the Architect of the said building as final and no demur, protest or disputes or any objections shall be entertained so far the quality and specifications of materials and workmanship are concerned and the said report of the

Sahaj Ganga Builders Private Limited
Kishorendra Choudhary
Director

Nitu Chararia

Chararia

Architect shall be conclusive final and binding on the Purchaser save that any leakage of water or dampering of the Ceiling or Walls or any other portion of the said Unit, occurring within one year of the date of possession shall be completely removed by repair by the Vendor at the costs of the Vendor.

2. It is hereby further agreed to by and between the Vendor and the Purchaser that the Purchaser shall not be authorized to make any addition in the external part of the said building Unit or any part thereof to view and examine the conditions of the said Unit thereof but in that case the Vendor shall cause 7 days prior notice to the Purchaser unless and emergency demands that the Vendor is required to inspect the said Unit instantly.
3. It is hereby agreed to by and between the Vendor and the Purchaser that the Purchaser shall not be entitled to transfer the said car parking space provided to him by virtue of this Agreement to any person who is not owning any Unit in the said premises and the said car parking space so provided for parking of the car shall be used only for the allotted purpose and for no purpose at all.

ARTICLE-X

DEFAULT IN PAYMENT OF MAINTENANCE AND SERVICE CHARGES:

1. It is hereby categorically agreed to and decided upon by the parties hereto that in the event of the Purchaser failing or neglecting or refusing to make payment of service or maintenance charges, or other amount of payment of which is required to be made by the Purchaser under this Agreement then in addition to such the right the Vendor might have against the Purchaser the Vendor or the Holding Organisation shall be entitled to (a) Discontinue or disconnect the electric supply of the said Unit ; (b) discontinue or disconnect the water supply of the said Unit.

Savitri Group Builders Private Limited
Krishnendu Choudhury
Director

Nitu Chouraria

Chouraria

2. But in any event other things remaining the same the Purchaser hereby gives covenant to the Vendor that the payment of maintenance and service charges and all other charges made by the Purchaser shall be made promptly and there will never by any default or neglect in such payment by him.

ARTICLE-XI

DOCUMENTATION:

1. It is hereby agreed to and decided upon by the Vendor and the Purchaser that the Purchaser will abide by the bye laws and Constitution of the Holding Organisation and till such organisation comes into existence the Purchaser shall save what is mentioned in this Agreement abide by the decision of the Vendor in the management of the said building and the said Unit.
2. It is hereby further agreed to and decided upon by the Parties hereto that the relative Deed of Conveyance shall be drawn by the Lawyers on behalf of the Vendor and approved by the Purchaser's Advocate and such Deed of Conveyance in respect of the of the said unit shall be executed the Office of the Registrar of Assurances of Calcutta or in any relevant Registry Offices in term of the instant Agreement for sale.
3. It is hereby also agreed to and decided upon by the parties hereto that the costs of the documentations excepting Agreement for Sale or Conveyance but including bye-laws of the Holding Organisation or any other document to be executed between the Vendor and the Purchaser shall be borne by all the Purchasers themselves on pro rata basis but the cost of non-judicial stamps and registration charges and all other incidental expenses so incurred or to be incurred shall be borne by the Purchaser in case of Conveyance only but for other document as agreed on pro-rata basis and the Vendor shall not be concerned with the same in any manner whatsoever.

Sush Ganga Realtors Private Limited
KMS Heredia Choudhury
Director

Nitu Chouraria

Chouraria

ARTICLE-XII

1. It is hereby agreed to and decided upon by the parties hereto that the Vendor shall provide at their costs the fixtures and fittings amenities in the said Unit and building as mentioned in the fifth schedule herein under written.
2. It is hereby further agreed to by the Vendor and the Purchaser that the Vendor are fully authorized to sell, transfer dispose of alternate or lease out all or any parts of the said building to anybody else save and except the said unit to be occupied by the Purchaser hereto and more particularly the particular act of the Vendor does not effect the right of the Purchaser in any manner whatsoever.
3. It is hereby categorically agreed to by the Vendor and the Purchaser that if any sum remains due and payable by the Purchaser to the Vendor by virtue of this Agreement then in that case the Vendor shall have first lien and charges over the said apartment agreed to be occupied and purchased by the Purchaser herein and that lien/ charges shall remain continued till such payment remains due.
4. That it is hereby agreed to by the vendor and the purchaser that the Purchaser after the payment of full consideration money shall quietly and peacefully hold, possess, occupy and enjoy the said Unit situated at Plot No.1, Sreemani Bagan Lane, P.S Golabari, Howrah-711106, Flat No. a B IV, Block No. 1, on the 4th Floor consisting of Super Built up area of 1100 Square Feet surrounded by walls consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen, One Balcony and Two Toilets at the above premises morefully described as per Second Schedule hereunder written without any let hindrance claim denial demand, interruptions or evictions by the Vendor for any other person whomsoever lawfully and equitably claiming through under or entrust for the Vendor subject to payment by the Purchaser of all taxes, assessment, charges duties or calls made by the appropriate authority either Revenue

Nity Chorania

Chorania

Director

Sakti Ganga Realtors Private Limited
Krishanmendu Choudhury

or Local authorities in respect of the said unit and the land from the date of possession.

5. That it is hereby also agreed to and decided upon by the Parties hereto that the Vendor shall be liable to procure the Income Tax Clearance Certificate under Section 230A of the Income Tax Act, 1961 at their own cost if necessary for the execution of the Conveyance in respect of the said Unit and the vendor shall also make compliance as may be required to be done under any acts or statutes from the time being in force.

ARTICLE-XIII

JURISDICTION:

1. The appropriate Courts of Howrah and the High Court at Calcutta shall have jurisdiction to admit, try and determine any such suits instituted either by the Vendor or the Purchaser in connection of the said Unit/Building.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Mourasi Mekarari Bastu land measuring about 1 (One) Bigha 17 (Seventeen) Cottahs 11 (Eleven) Chittacks 31 (Thirty One) Sq.Ft. more or less surrounded with boundary wall along with partly Tin shed measuring about 4000 Sq.Ft. and 2000 Sq.Ft. and Tiles shed measuring about 2500 Square Feet and partly One Storied Old pucca building measuring about 1000 Sq.Ft. and 500 Sq.Ft comprising¹ in R.S Dag No. 308, R.S Khatian No.156, Sheet No. 24, Mouza- Golabari lying and situated at Municipal Premises No. 1, Sreemani Bagan Lane, Police Station-Golabari, District-Howrah within the limits of Howrah Municipal Corporation Ward no. 15 butted and bounded as follows:

On the North : By 1/1, Srimani Bagan Lane.

On the South : By 10'-0" Pucca road known as Srimani Bagan Lane.

Nitu Chhoraria

Chhoraria

Krishnendu Choudhury
Sachin Gangra Realtors Private Limited
Director

On the East : By 12'-0 Pucca road known as Srimani Bagan Lane.

On the West : By 84P, Bhairab Dutta Lane, Howrah.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of self contained Flat lying and situated at Premises No. 1, Sreemani Bagan Lane, P.S Golabari, Howrah-711106 being Flat No. A IV, Block No. 1, on the 4th Floor consisting of covered and super built up area of 1100 Square Feet surrounded by walls consisting of Two Bed Rooms, One Living-cum-Dining, One Kitchen, One Balcony and Two Toilets at the above premises morefully described as per First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO :

COMMON PARTS

1. Stair case on all the floors.
2. Stair case landing all lift landing on all floors.
3. Lift wall.
4. Lift plant installation.
5. Lift room.
6. Common passage and lobby on the ground floor excepting car parking area, if any.
7. Water pump, Water Tank, Water pipes and common plumbing installation.
8. Transformer electrical wiring meters generator and fitting (excluding those as re-installed for any particulars Unit).
9. Drainage and Sewerage.
10. Pump House.
11. Boundary walls and Main Gates.
12. Fire fighting, Fire Protection.
13. Such other common parts, areas equipments, installations fixtures, fittings and spaces in or about the said building as are

Sashil Ganga Sarkar Private Limited
Kishorendu Choudhury
Director

Nitu Chonaria

Chonaria

necessary for passage to the user and occupancy of the Units in common and are specified by the Seller/Vendor expressly to be common parts after construction of the building but excluding the roof and/or terrace.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

1. All costs of maintenance, operating, replacing, white washing, painting, re-building, reconstructing, decorating, redecorating and lightning the common parts and also the outer walls of the building and parking spaces.
2. The Salaries of all persons employed for the same purpose.
3. Insurance premium for insuring the buildings against earthquake fire, lightning, mob, damage, civil commotion etc.
4. All charts and deposits for providing of common facilities.
5. Municipal Taxes and other outgoings separately assessed on the respective unit.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigations expenses for protecting the title of the land and building
8. The office expenses incurred for maintaining the office for common purposes.
9. All other expenses and outgoings as are deemed by the sub-lessor to be necessary or incidental for and regulating interest the rights of the purchasers.
10. All expenses referred above shall or borne by the Co-Purchasers and from the date of taking charge and occupation of their respective Units but the Vendor shall not be liable to bear such charges in respect of unsold units.

Krishnendu Choudhury
Savitri Ganga Realtors Private Limited
Director

Nitu Choudhary

Choudhary

THE FIFTH SCHEDULE ABOVE REFERRED TO :

1. Building designed on R.C.R Foundations.
2. **FLOORINGS:** Rooms and Halls vitrified tiles.
3. **TOILETS:** Antiskid ceramic tiles flooring with white Glazed Tiles upto 7' high.
4. **KICHEN:** Floor ceramic tiles, counter black granite, dado ceramic tiles (2 feet above counter).
5. **SANITARY AND PLUMBERS:** Concealed soil and rain water pipes, bath rooms with concealed pipes for hot and cold water, washbasin, Shower, W.C Commode with low down cistern.
6. **ELECTRIC WIRING AND FITTINGS:** Concealed copper wiring and modular switches provision for AC, TV and Telephone points in one bed room, living and dining room and geyser points in toilets.
7. **DOORS AND WINDOWS:** Flush Doors timber frames, aluminium windows with clear glass panels.

Sakshi Ganga Realtors Private Limited

Krishnendu Choudhary

Director

Nitu Chouraria

Chouraria

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SET AND
SUBSCRIBED THEIR HANDS AND SEALS ON THE DAY MONTH AND
YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

Sakshi Ganga Realtors Private Limited
Krishnendu Chowdhury
Director

Krishnendu Chowdhury (Director)

For M/S Sakshi Ganga Realtors Private Limited

2.

Ajay Choraria
SRI AJAY CHORARIA

Nitu Choraria
SMT. NITU CHORARIA
PURCHASERS

Prepared in my office and

Identified by me.

Advocate.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SET AND
SUBSCRIBED THEIR HANDS AND SEALS ON THE DAY MONTH AND
YEAR FIRST ABOVE WRITTEN,

SIGNED SEALED AND DELIVERED

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

Sakshi Ganga Realtors Private Limited
Krishnendu Chowdhury
Director

Krishnendu Chowdhury (Director)

For M/S Sakshi Ganga Realtors Private Limited

2.

Choraria
SRI AJAY CHORARIA

Nitu Choraria
SMT. NITU CHORARIA
PURCHASERS

Prepared in my office and

Identified by me.

Advocate.

RECEIVED of and from the within mentioned Purchasers an amount of Rs. Rs. 6,44,491/- (Rupees Six Lacs Forty Four Thousand Four Hundred Ninety One) only, being part consideration against total consideration of Rs. 34,10,000/- (Rupees Thirty Four Lacs Ten Thousand) only in respect of the Purchaser Unit as mentioned in Second Schedule of this Agreement for sale.

MEMORANDUM OF CONSIDERATION

RECEIVED the within mentioned sum of Rs 6,44,491/- as advance consideration money from the within named purchaser in the following manner: -

Date	Cheque No	Bank	Amount (in Rs)
23.10.2015	009586	OBC	Rs. 2,65,700/-
08.12.2015	306306	SBI	Rs. 2,89,505/-
07.06.2018	000009	Kotak Mahindra	Rs. 89,286/-

In Words: (Rupees Six Lacs Forty Four Thousand Four Nine Hundred) Only ,

Sakshi Ganga Realtors Private Limited

Krishnendu Choudhury
Director

Krishnendu Choudhury (Director)

For M/S Sakshi Ganga Realtors Private Limited

VENDOR

Nitu Chourra

Chourra



About Project

Ganges Group, with a highly qualified personnel and a strong commitment to excellence, has built a reputation for world class residential communities throughout Kolkata, Howrah & Hooghly at affordable prices.

Ganges Group introducing Lingham Ganges is, in every aspect, the first-of-its-kind gated community in Howrah. Located on 1, Srimani Bagan Lane, just 2 kms from Howrah Railway Station, and less than a kilometer from Sakia Chowrasta, it's a 37 katha project that's designed to become the habitat of the who's who and the privileged few.

In today's space planning has gained critical importance. At Lingham Ganges, every flat is designed VASTU Friendly to ensure you get true value for your hard earned money. There is no odd or wasted space.



Ganges Group



Amenities

Children's play area

Landscaped garden

Community hall *

Gym *

Temple *

CCTV

Intercom facility (at extra cost)

24 hrs power back up with generator (at extra cost)



Specifications

- FOUNDATION** - Pile Foundation
- STRUCTURE** - RCC framed
- WALL** - Brick wall (8", 5" & 3")
- FINISHES**
 - Rooms :**
 - Floor - Vitrified Tiles
 - Living & Dining :**
 - Floor - Vitrified Tiles
 - Kitchen:**
 - Floor - Ceramic Tiles
 - Counter - Black Granite
 - Sink - Stainless Steel
 - Dado - Ceramic Tiles
(2 feet above counter)
 - Toilets:**
 - Floor - Anti skid Ceramic Tiles
 - Dado - Ceramic Tiles (Up to 7ft.)
 - WC - European type, reputed brand with PVC cistern of ISI Mark
 - Wash Basin - Ceramic
 - Fittings - CP fittings of a reputed brand
 - Doors:**
 - Frame - Timber
 - Shutter - Flush doors
- WINDOWS** - Aluminium Windows with clear glass panels
- INTERNAL FINISHES** - Plaster of Paris
- EXTERNAL FINISHES** - Good quality Weatherproof paint
- ELECTRICAL** - Concealed copper wiring and modular switches
Provision for AC, TV & Telephone points in one bedroom, living & dining room
and geyser points in toilets
- LIFT** - In every block

- 1 Living / Dining
- 2 Bed Room
- 3 Kitchen
- 4 Toilet
- 5 Balcony
- 6 Store



Masterplan
NOT TO SCALE

Floorplan

NOTE TO SCALE

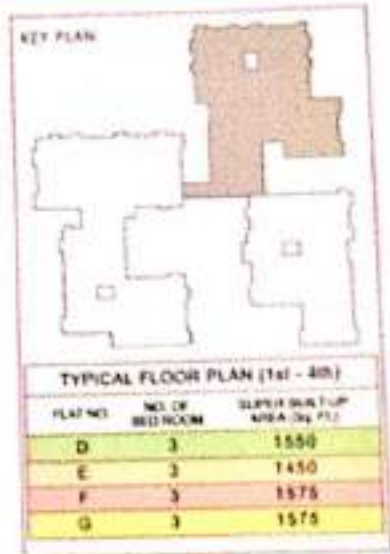


BLOCK - 1

KEY PLAN

TYPICAL FLOOR PLAN (1st - 4th)

FLAT NO.	NO. OF BED ROOM	SUPER BUILT UP AREA (SQ. FT.)
A	3	1475
B	2	1100
C	4	1725



BLOCK - 2

Floorplan

NOT TO SCALE



KEY PLAN

TYPICAL FLOOR PLAN (1st - 4th)

FLAT NO.	NO. OF BED ROOM	SUPER BUILT-UP AREA (Sq Ft)
H	4	1900
I	3	1850
J	4	1900
K	3	1775

[BLOCK - 3]



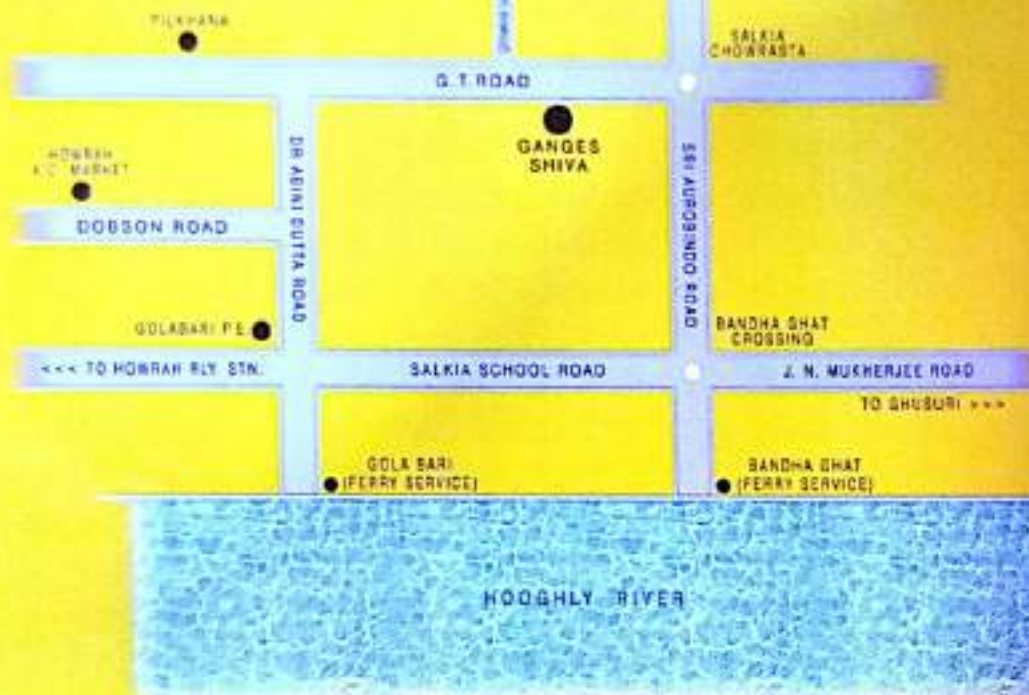
Lingham
Ganga



LOCATION MAP



NOT TO SCALE



Located on Srimani bagan lane, Howrah, this project is situated at walking distance from G.T. Road, just in between from Lluah Railway Station & Howrah Railway Station.

It is ideally located near schools, hospitals, residential areas, shopping complexes etc.

PAYMENT SCHEDULE

Booking amount	5.00.000/-
Within 15 days of booking (less booking amount)	10%
Next 45 days	20%
Foundation	5%
On or before completion of 1st slab casting	7%
On or before completion of 2nd slab casting	7%
On or before completion of 3rd slab casting	7%
On or before completion of 4th slab casting	7%
On or before completion of 5th slab casting	7%
On or before completion of brick wall	10%
On or before completion of plaster	5%
On or before completion of flooring	10%
On possession	5%

Any addition or alteration by party is chargeble as per company's rate.