

भारतीय गैर न्यायिक

दस  
रुपये

रु.10

TEN  
RUPEES

Rs.10



INDIA NON JUDICIAL

WEST BENGAL

90AA 517010

THIS INDENTURE

Made this the 9<sup>th</sup> day of October, 2015

Recording the mutually agreed

terms and conditions and the agreement arrived at

BETWEEN

Shivshikha Developers Pvt. Ltd.

*Agarwal*

Director

*Sandhya Shukla*  
Chandran's Shukla

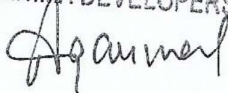
- (1) **SHIV MAHIMA DEVELOPERS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, Kolkata; and
- (2) **TILAK RATAN REALTORS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, Kolkata; and
- (3) **BRIJDHARA PROPERTIES PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, Kolkata; and
- (4) **MANGALDHAM REALESTATE PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, Kolkata; and
- (5) **PANCHKOTI HEIGHTS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, Kolkata;

hereinafter jointly called the "SELLER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors in office, successors in interest, agents and assigns) of the ONE PART;

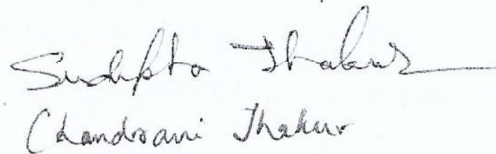
AND

(1) **MR. SUDIPTA THAKUR** (P.A.N AEDPT2573E) son of Mr. Netai Sundar Thakur, and (2) **MRS. CHANDRANI THAKUR** (P.A.N AFAPC0125M) wife of Mr. Sudipta Thakur, both by faith Hindu, and both residing at 4/5, Tara Chand Polley Lane, P.O. Khurut, P.S.Shibpur, Howrah – 711101, hereinafter jointly called the "BUYER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives and/or assigns) of the SECOND PART.

SHIVMAHIMA DEVELOPERS PVT. LTD.



Director



authority. The Buyer shall not change the color or façade of the outer walls of the Unit;

40. The Buyer or any other person occupying the said Unit, in any capacity whatsoever, shall not be entitled to cause or carry out any Animal Slaughter in the said Unit or any part of the said Residential project. This covenant is accepted by the Buyer and his Successors in Interest in supersession of any custom, religious practice or otherwise.
41. In case of any increase in the sanctioned area or any further construction being made by the Seller, the proportionate right attributable to the said Unit in the said land and also common areas and facilities, shall stand accordingly altered;
42. The Buyer unconditionally agrees to allow the Seller to add any adjoining plots of land and including the same in the existing project and also provide for sharing of the driveways, entrances, ingress and egress as also the common facilities and amenities provided in the Project with such added plots of land and the construction made thereon

#### DEFAULTS:

43. In case the Buyer commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, this agreement shall at the option of the Seller stand terminated and rescinded and the Seller shall become entitled to enjoy and/or transfer the said Unit to any person without in any way becoming liable to the Buyer and upon the Seller having entered into a contract for sale of the said Unit with any new buyer or buyers, the Seller shall refund to the Buyer the earnest money paid by the Buyer to the Seller after deducting a sum equivalent to 15% of the total consideration payable as mentioned in Part – I of the Fourth Schedule written hereunder only as and by way of pre-determined compensation / liquidated damages.
44. The Buyer shall pay interest @ 18% per annum on all sums becoming due to the Seller and which the Buyer fails to pay to the Seller within the period

stipulated hereunder for the period during which the Buyer remains in default. This will be without prejudice to the other rights of the Seller hereunder. The Seller shall have the discretion to waive and/or reduce the interest payable as aforesaid.

45. In case the Seller condones the default of the Buyer then in such event, the Buyer shall, along with such dues and/or arrears, pay interest @ 18% per annum for the period of default on all amounts remaining unpaid and nonetheless in addition thereto it is expressly agreed and declared that the period stipulated in PART-III of the THIRD SCHEDULE hereunder written for construction of the said Unit by the Seller shall stand automatically extended by such period of default by the Buyer.
46. In case the Buyer complies with and/or is ready and willing to comply with his obligations hereunder and the Seller fails to construct the said Unit within the period stipulated in PART III of the THIRD SCHEDULE hereunder written then the Seller shall be allowed automatically an extension of 6 months and in case of failure on the part of the Seller to construct the said Unit even within such extended period then and only in such event the Seller shall be liable to pay compensation calculated at Rs. 5 per square feet per month, calculated from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the said Unit to the Buyer.

#### FORCE MAJEURE

47. The completion of construction and/or giving of possession of the said Unit by the Seller to the Buyer and the compliance of all other obligation by the Seller shall nevertheless be subject to the Seller not being prevented by force majeure and storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory

SHIVANIVA DEVELOPERS PVT LTD.

*Ag. namey*

Director

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*Sudipta Thakur*  
*Chandrami Thakur*

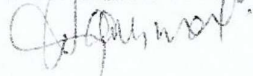
**Part - III**  
**(Period of construction of Unit)**

The Unit described in Part II of the SECOND SCHEDULE hereinabove written is to be constructed and completed within March 2018. Provided that in case if it be so required by the Seller the time for completion shall stand extended by a further period of six months thereafter, however subject to Force Majure and other terms and conditions recorded herein.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. MAINTENANCE: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said building and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. OPERATIONAL: All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the entertainment / fitness areas or the air-conditioned hall, Swimming Pool Gymnasium etc.) and also the costs of repairing, renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. TAXES: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. INSURANCE: Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. COMMON UTILITIES: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.

Shivshikha Developers Pvt. Ltd.



Director

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Chandrani Thakur

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 Maintenance Company for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(Consideration)**

The consideration payable by the Buyer to the Seller for sale of the said Unit shall be as follows:-

Sl. No.	Particulars	Amount in Rupees
1.	The residential flat with servant's quarter - 1625 sq ft (calculated @ Rs. 7251/-)	Rs. 1,17,82,875-00
2.	The extended terrace (calculated @ Rs. 7251/-)	Rs. 2,32,032-00
3.	Floor escalation @ Rs. 50/- per floor, i.e. (Rs. 50/- x 7 = Rs. 350/- x 1657 sq. ft.)	Rs. 5,79,950-00
4.	The car parking	Rs. 6,00,000-00
	<b>TOTAL</b>	<b>Rs. 1,31,94,857.00</b>

**PART-II**

**(Installments)**

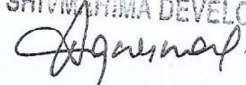
The amount mentioned in PART-I of this Schedule shall be paid by the Buyer to the Seller in installments as follows:

Booking	Rs. 5 Lac	
On Agreement	15% less 5 lacs	①
On Completion Of Deck	10%	②
On Completion Of 2 <sup>nd</sup> Floor Roof Casting	10%	③
On Completion Of 5 <sup>th</sup> Floor Roof Casting	10%	④
On Completion Of 8 <sup>th</sup> Floor Roof Casting	5%	⑤
On Completion Of 11 <sup>th</sup> Floor Roof Casting	10%	
On Completion Of 13 <sup>th</sup> Floor Roof Casting	5%	
On Completion Of Brick Work and Plaster	15%	
On Possession	Balance	

RECEIVED of and from the within named Buyer the sum of Rs. 5,00,000/- (Rupees Five Lacs) only towards and being in part payment of the total agreed consideration amount payable by the Buyer to the Seller, as per Memo below:

MEMO OF CONSIDERATION

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount in Rs.
1	038350	15.06.15	HDFC BANK	500000.00
2	038353	09.10.15	HDFC BANK	664436.00
3	017224	09.10.15	ALLAHABAD BANK	800000.00
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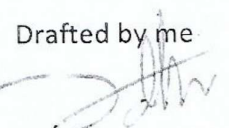
SHIVMAHIMA DEVELOPERS PVT. LTD.  



(Seller) Director

Witnesses:

1. 

2.

Drafted by me  
  
 (Aditya Kanodia)  
 Advocate.

  
 Chandrani Shukla