



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

97AA 075007

**AGREEMENT FOR SALE**

THIS AGREEMENT IS MADE ON THIS THE <sup>3rd</sup> DAY OF FEBRUARY..... TWO THOUSAND AND SIXTEEN BETWEEN

- (i) **SRI TARAPADA SINGHA**, son. of Late Bhim Chand Singha by Nationality: Indian, by Faith - Hindu, by Occupation: Service, residing at Dakshineswar, District North 24- Parganas, Kolkata - 700 076, (ii) **SMT. JHUMA Nayak** alias Meghna Goswami, wife of Sri. Anath Bandhu Goswami, by Nationality: Indian, by Faith - Hindu, by Occupation: Housewife, residing at 76/1, Ananda Mohan Basu Road, Kolkata - 700074,

For Aatreyee Nirman Pvt. Ltd.

*Jayal*

Director

For Aatreyee Nirman Pvt. Ltd.

*Jayal*

Director

1492

A. K. Chowdhary, duly executed a  
deed in favour of Jayati P  
District Sub Regis  
Pages 3313 to 3314  
of S...

NAME.....  
 ADD.....  
 P.S.....

10, Old Post Office Street  
 Room No. 21, 1<sup>st</sup> Floor, K...

**21 JAN 2016**  
**SURANJAN MUKHERJEE**  
 Licensed Stamp Dealer  
 C. C. Court  
 24-B, N. B. Road, K...

21 JAN 2016  
21 JAN 2016

67  
T. N. Sen & Co.  
Advocate  
Office Street  
Kolkata-1

duly executed a General Power of Attorney being dated 29.02.2012 unto and in favour of Jayati Roy which was duly registered with the office of the Additional District Sub Registrar, Cossipore and recorded in Book no, IV, CD Volume no. 1, Pages 3313 to 3327, Being no. 312 for the year 2012, (iii) **SRI. PRABIR ROY** son of Sri Kalipada Roy, by Nationality: Indian, by Faith - Hindu, by Occupation: Advocate, residing at 150/16, K.N. Sen Road, Police Station: Dum Dum, Kolkata 700 028 District North 24 Parganas, (iv) **SRI SOMNATH PAUL** son of Sri A.K.Paul, by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 26/4, K.N. Sen Road, Police Station: Dum Dum, Kolkata 700 028, North 24 Parganas duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was duly registered with the office of the Additional Registrar of Assurances -III, Kolkata and recorded in Book no, IV, CD Volume no. 9, Pages 1767 to 1776, Being no. 5829 for the year 2011, (v) **SRI. SAMIR SAHA (vi) SRI. GOPAL SAHA** both son of Sri Haridas Saha both by Nationality: Indian, by Faith - Hindu, both by Occupation: Business residing at 42, Goraksha Basi Road, Kolkata 700 028 duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was duly registered with the office of Additional Registrar of Assurances -III, Kolkata and recorded in Book no, IV, CD Volume no. 9, Pages 3293 to 3302, Being no. 5830 for the year 2011, (vii) **SRI. PRADIP SAHA** son of Sri Haridas Saha by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 42, Goraksha Basi Road, Police Station: Dum Dum, Kolkata 700 028, duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was registered with the office of Additional Registrar of Assurances -III, Kolkata and recorded in Book no, IV, CD Volume no. 9, Pages 1493 to 1501, Being no. 5831 for the year 2011, (viii) **SRI AMAR ROY (ix) SRI DEBAL ROY (x) SRI BIJOY KUMAR ROY** all son of Sri Umendra Chandra Roy both by Nationality: Indian, by Faith - Hindu, all by Occupation: Business, all residing at 96, Goraksha Basi Road, Police Station: and Post Office: Dum Dum, Kolkata 700 028, duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was duly registered with the office of Additional Registrar of Assurances -III, Kolkata and recorded in Book no, IV, CD Volume no. 9, Pages 1483 to 1492, Being no. 5832 for the year 2011, (xi) **M/S PLASPICK ENTERPRISE (I) PVT. LTD. (PAN: AABCP5984A)** a company duly registered under the Provisions of the Companies Act, 1956 having its registered office at 8, Camac Street, 4<sup>th</sup> Floor, Kolkata- 700 017 represented by **MR. KISHAN LALL BAID (PAN: ADXPB7387D)**, son of Sri Sanchiyalall Baid, by Nationality: Indian, by Faith - Hindu, by Occupation: Business, residing at 16B, Nepal Bhattacharya Street, Kalighat, District North 24- Pargana, duly executed a Power of Attorney dated 24.09.2014 unto and in favour of Aatreyee Nirman (P) Ltd. and/or Smt. Jayati Roy and the same was duly registered with the office of District Sub Registrar- I, 24 Parganas North and recorded in Book no, IV, CD Volume no. 42, Pages 742 to 752, Being no. 7697 for the year 2014), hereinafter referred to and called as the "**OWNER**" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators,

For Aatreyee Nirman Pvt. Ltd.

Jamaal

Director

administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **FIRST PART**

**1) AATREYEE NIRMAN PRIVATE LIMITED (PAN-AAHCA1189Q)** a Company duly registered under the provisions of the Companies Act, 1956, having its registered office situated at 9/12 Lal Bazar Street, Mercantile Building, Block - C, 3<sup>rd</sup> Floor, Police Station : Hare Street, Post Office : Lalbazar, Kolkata -700 001, duly represented by its Managing Director SMT. JAYATI ROY (**PAN: ACXPR9705L**), wife of Sri Indrajit Roy, by Nationality: Indian, by Faith - Hindu, by Occupation: Business, residing at 50, Goraksha Basi Road, Police Station : Dum Dum, Kolkata- 700 028, District North 24- Parganas, hereinafter referred to as the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **SECOND PART**

**(1) MR SHIRSAK DAY (PAN ATHPD0551D)**, Son of Mr. Swapan Kumar Dey both by faith Hindu, both residing at D-4, Promit Apartment, 261 Gorokkho Basi Road, Nager Bazar, Kolkata - 700028, hereinafter called and referred to as the **'PURCHASER/S'** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

**ARTICLE -I**  
**OWNERSHIP OF LAND.**

The deeds and documents of title whereunder the Owners abovenamed have acquired right title and interest will appear from the FIRST SCHEDULE hereunder written and/or given.

**ARTICLE -II**  
**DEVELOPMENT AGREEMENT BETWEEN OWNERS AND DEVELOPER**

The Vendors entered into six Development Agreements being dated 29.02.2012, 28.09.2011, 28.09.2011, 28.09.2011, 28.09.2011, 24.09.2014 with the Developer. The Developer has been duly authorized to build construct and erect Enter into Agreements, receive advances and sell and transfer the built up spaces pertaining to its allocation details whereof are described hereunder:

- (a) Tarapada Singha, Jhuma Goswmi entered into a Development Agreement dated 29.02.2012 with Aatreyee Nirman (P) Ltd. for the

For Aatreyee Nirman Pvt. Ltd.

*Jayati Roy*

Director

purpose of development and construction upon the land admeasuring 8 Cottahs, 12 Chittacks, 21 Sq.ft.

- (b) Prabir Roy and Somnath Paul into a Development Agreement dated 28.09.2011 with Aatreyee Nirman (P) Ltd. for the purpose of development and construction upon the land admeasuring 4 Cottahs, 2 Chittacks, 6 Sq.ft.
- (c) Samir Saha and Gopal Saha into a Development Agreement dated 28.09.2011 with Aatreyee Nirman (P) Ltd. for the purpose of development and construction upon the land admeasuring 5 Cottahs as stated aforesaid.
- (d) Pradip Saha duly into a Development Agreement dated 28.09.2011 with Aatreyee Nirman (P) Ltd. for the purpose of development and construction upon the land admeasuring 3 Cottahs, 3 Sq.ft.
- (e) Amar Roy, Debal Roy, and Bijoy Kumar Roy duly into a Development Agreement dated 28.09.2011 with Aatreyee Nirman (P) Ltd. for the purpose of development and construction upon the 4 Cottahs, 2 Chittacks, 23 Sq.ft.
- (f) M/s. Plaspick Enterprises (I) Pvt. Ltd. entered into a Development Agreement dated 24.09.2014 with Aatreyee Nirman (P) Ltd. for the purpose of development and construction upon the land admeasuring 3 Cottahs, 10 Chittacks, 8 Sq.ft. and the same was duly registered with the office of District Sub Registrar -I, 24 Parganas North and recorded in Book no. I, CD Volume no. 42, Pages 753 to 776, Being no. 7699 for the year 2014.


#### **ARTICLE -III**

#### **POWER OF ATTORNEY DULY EXECUTED BY OWNERS**

The Owners have duly appointed Smt. Jayati Roy being one of the director of the Developer company as their attorney for all purposes relating to construction and sale of the constructed spaces by a Power of Attorney details whereof are given below:

- (a) Tarapada Singha and Jhuma Nayak being the joint owners of land admeasuring 6 Cottahs, 6 Chittacks, 10 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon duly executed a General Power of Attorney being dated 29.02.2012 unto and in favour of Jayati Roy which was duly registered

For Aatreyee Nirman Pvt. Ltd.

  
Director

with the office of the Additional District Sub Registrar, Cossipore and recorded in Book no, IV, CD Volume no. 1, Pages 3313 to 3327, Being no. 312 for the year 2012.

(b) Prabir Roy and Somnath Paul being the joint owners of the land admeasuring 4 Cottahs, 2 Chittacks, 6 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was duly registered with the office of the Additional Registrar of Assurances -III, Kolkata and recorded in Book no. IV, CD Volume no. 9, Pages 1767 to 1776, Being no. 5829 for the year 2011.

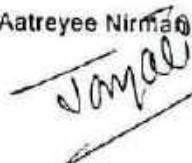
(c) Samir Saha and Gopal Saha being the joint owners of the land admeasuring 5 Cottahs, out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft together with structure standing thereon duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was duly registered with the office of Additional Registrar of Assurances -III, Kolkata and recorded in Book no, IV, CD Volume no. 9, Pages 3293 to 3302, Being no. 5830 for the year 2011.

(d) Padip Saha being the owner of the land admeasuring 3 Cottahs, 3 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was registered with the office of Additional Registrar of Assurances -III, Kolkata and recorded in Book no, IV, CD Volume no. 9, Pages 1493 to 1501, Being no. 5831 for the year 2011.

(e) Amar Roy, Debal Roy, Bijoy Kumar Roy being the joint owners of the land admeasuring 4 Cottahs, 2 Chittacks, 23 Sq.ft out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon duly executed a General Power of Attorney dated 28.09.2011 unto and in favour of Jayati Roy and the same was duly registered with the office of Additional Registrar of Assurances -III, Kolkata and recorded in Book no, IV, CD Volume no. 9, Pages 1483 to 1492776, Being no. 5832 for the year 2011.

(f) M/s. Plaspick Enterprises (I) Pvt. Ltd. being the owner of the land admeasuring 3 Cottahs, 10 Chittacks, 8 Sq.ft. together with structure standing thereon duly executed a Power of Attorney dated 24.09.2014 unto and in favour of Aatreyee Nirman (P) Ltd. and/or Smt. Jayati Roy and the same was duly registered with the office of District Sub

For Aatreyee Nirman Pvt. Ltd.

  
Director

**ARTICLE -IV:  
BUILDING PLAN**

The "**DEVELOPER**" has caused and /or shall cause a map or plan to be sanctioned by the Dum Dum Municipality authorities concerned for the construction of a complex whereby the "**DEVELOPER**" has become entitled to construct erect and complete Building Blocks and/or buildings each block and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.

**ARTICLE - V  
COMMENCEMENT OF CONSTRUCTION**

In pursuance to the plan sanctioned by the authorities concerned the "**DEVELOPER**" has commenced and/or shall commence the work of construction of the Building Blocks and/or buildings each block and/or buildings designed to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc.

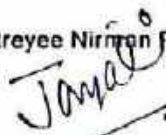
**ARTICLE - VI  
OFFER TO SELL**

The "**DEVELOPER**" offered to sell the various Flats/Units/Apartments constructed spaces and car parking spaces etc. at or upon the said residential area to the Public at large on the terms and conditions as contained herein.

**ARTICLE - VII  
INTENTION TO PURCHASE**

The Purchaser/s herein being desirous of purchasing and acquiring a **FLAT AND/OR UNIT** on "ownership basis has approached the "**DEVELOPER**" with a request to sell and transfer a **FLAT AND/OR UNIT** and the "**DEVELOPER**" herein has agreed to sell and transfer and the Purchaser/s has/have agreed to purchase and acquire. **i. ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** nos. **B** on the **4<sup>th</sup>** of the building , in Project '**INDRAKSHINEE** ' containing by estimation an area of **1155 Sq.ft .** (Super built-up) be the same a little more or less and **One common car parking spaces** measuring a super built up area of **120 sq. ft. more or less on the Ground Floor** of the said Building **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/ Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas

For Aatreyee Nirman Pvt. Ltd.

  
Director

and facilities to comprise in the said Residential Area (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** part II hereunder written and hereinafter collectively referred to as the said **FLAT AND/OR UNIT**) for the consideration and subject to the terms and conditions hereinafter appearing.

**ARTICLE - VIII**  
**COMPLETE UNDERSTANDING**

Prior to execution of these presents the Purchaser /s has / have fully satisfied himself / herself /itself / themselves and has agreed not to raise any objection as to the: i) Title of the "**OWNER**" . ii) Has fully understood the terms and conditions contained in the agreement. iii) Has inspected the said **PLAN** sanctioned by Dum Dum Municipality. iv) The right of the "**DEVELOPER** to enter into these presents. v) The Purchaser/s herein further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services making payment of the maintenance charges regularly and punctually is an essential condition of these presents.

**ARTICLE-IX-**  
**DEFINITIONS**

**IN THESE PRESENTS UNLESS IT IS REPUGNANT TO OR INCONSISTENT WITH THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:**

- a) **ARCHITECT:** "**SIRCAR ASSOCIATES**" or such other person, firm or firms, company or companies whom the "**DEVELOPER**" may appoint from time to time as the Architect of the Complex.
- b) **BLOCK:** shall mean the **BLOCK** as has been identified and in the manner identified by the "**DEVELOPER**" that comprises the Said **FLAT AND/OR UNIT**/Apartment.
- c) **PARKING SPACE :** shall mean the space for parking of a motor car and the said Parking Spaces having **super built up area of 120 sq.ft. more or less**, will be located in the Ground Floor of any **BLOCK** in the complex and in case of open parking space as may be decided and identified by the "**DEVELOPER**".
- d) **COMMON PARTS/ PORTIONS** in the **BLOCK** : shall mean all such areas and facilities as mentioned in Part-I of the **FIFTH SCHEDULE**.
- e) **COMMON PARTS** and **PORTIONS** in the **COMPLEX** : shall mean all such areas and facilities as mentioned in **PART-II** of the **FIFTH SCHEDULE**.

For Aatreyee Nirman Pvt. Ltd.

*Jayal*

Director




**d) COMMON EXPENSES:** shall mean those expenses incurred for rendition of Common Services to Common Portions. The details of such **COMMON EXPENSES** are provided in **SEVENTH SCHEDULE**.

**g) COMPLEX :** shall mean the Buildings comprising of several Building Blocks erected and/or constructed in the residential area and /or the additional area and /or the Entire Premises.

**h) HOLDING ORGANISATION :** shall mean a Maintenance Company/Syndicate to be appointed by the "**OWNER/DEVELOPER**" (hereinafter referred to as the **HOLDING ORGANIZATION**) for taking over the common parts and portions forming part of the said Complex comprised in the additional area and/or in the Residential Area and also for rendition of common services including any replacements and/or repairs to the various equipments and/or installations as may be necessary and/or required from time to time and the rules and regulations framed by such Holding Organization shall be common for all the **FLAT AND/OR UNIT "OWNER/DEVELOPER"**s of the said residential area and they shall be bound by the same.

**i) OWNER :** shall mean the said (1) SRI TARAPADA SINGHA , son of Late Bhim Chand Singha, by Nationality: Indian, by Faith - Hindu, by Occupation: Service, residing at Dakshineswar, District North 24-Parganas, Kolkata - 700 076, (2) SRI JHUMA NAYAK alias MEGHANA GOSWAMI, wife of Sri. Anath Bandhu Goswami, by Nationality: Indian, by Faith - Hindu, by Occupation: Housewife, residing at 76/1, Ananda Mohan Basu Road, Kolkata - 700074, (3) SRI. PRABIR ROY son of Sri Kalipada Roy, by Nationality: Indian, by Faith - Hindu, by Occupation: Advocate residing at 150/16, K.N. Sen Road, Police Station: Dum Dum, Kolkata 700 028 District North 24 Parganas, (4) SRI SOMNATH PAUL son of Sri A.K.Paul, by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 26/4, K.N. Sen Road, Police Station: Dum Dum, Kolkata 700 028, North 24 Parganas (5) SRI. SAMIR SAHA son of Sri Haridas Saha by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 42, Goraksha Basi Road, Kolkata 700 028, (6) SRI. GOPAL SAHA son of Sri Haridas Saha by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 42, Goraksha Basi Road, Kolkata 700 028 (7) SRI. PRADIP SAHA son of Sri Haridas Saha by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 42, Goraksha Basi Road, Kolkata 700 028, (8) SRI AMAR ROY son of Sri Umendra Chandra Roy by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 96, Goraksha Basi Road, Kolkata 700 028 (9) SRI DEBAL ROY son of Sri Umendra Chandra Roy by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 96, Goraksha Basi Road, Kolkata 700 028.

For Aatreyee Nirman Pvt. Ltd.

  
Director

(10) SRI BIJOY KUMAR ROY son of Sri Umendra Chandra Roy by Nationality: Indian, by Faith - Hindu, by Occupation: Business residing at 96, Goraksha Basi Road, Kolkata 700 028 and (11) M/S PLASPIC ENTERPRISE (I) PVT. LTD. a company duly registered under the Provisions of the Companies Act 1956 having its registered office at 8, Camac Street, 4<sup>th</sup> Floor, Kolkata - 700 017

**DEVELOPER : AATRYEE NIRMAN PRIVATE LIMITED** a Company duly registered under the provisions of the Companies Act, 1956, having its registered office situated at 9/12 Lal Bazar Street, Mercantile Building, Block - C, 3rd Floor, Kolkata -700 001, duly represented by its one of its Director being SMT. JAYATI ROY wife of Sri Indrajit Roy, by Nationality: Indian, both by Faith - Hindu, both by Occupation: Business, both residing at 50, Goraksha Basi Road, Kolkata- 700 028, District North 24- Parganas shall mean their legal heirs, successors, representatives, administrators, executors.

**j) PLAN :** shall mean the plan sanctioned by South Dum Dum Municipality and shall include any modification and/or alterations thereto and the Purchaser/s hereby consents to the same. Further any revised plan for vertical/lateral extension of the Complex may be submitted to Dum Dum Municipality for approval.

**k) ENTIRE PREMISES :** shall mean ALL THAT piece or parcel of a plot of land being 28 (Twenty Eight) Cottahs 11 (Eleven) Chittaks 16 (Sixteen) Square Feet of land be the same a little more or less, lying and situated at Premises No.1, Goraksha Basi Road, Kolkata - 700 028, Nager Bazar, Being Municipal Holding No. 26/1 - 26/6 presently numbered as 26/1 (after amalgamation), Goraksha Basi Road, within the Jurisdiction of DUM DUM Municipality, Ward No. 25 under Cossipore - Dum Dum Sub Registration Office comprised in C.S. and R.S. Khatian no. 228, C.S. and R.S.Dag No. 2685, L.R. Khatian no. 106, 2017,3224, 5741, 2715, 2726, 1246, 5781, 1766,1837,L.R. Dag No. 2098,3006,3013,2180,3086,3088, under sabek khatan No. 483, Khatian No. 228 L.R Khaitan No. 1837 and 1766, Mouza Satgachi, J.L No. 30 R.S No. 154 Touzi No. 169 within Dum Dum Police Station District North 24 Parganas as provided in the SECOND SCHEDULE hereunder written and/or given.

**L) PURCHASER/S :** shall mean the intending Purchaser/s abiding to the terms herein including their heirs successors and legal representatives.

**m) PROJECT :** shall mean the housing project "INDRAKSHINEE" undertaken for construction, erection and completion of the said **COMPLEX** to be constructed in accordance with the **Site Plan being no. B263 dated 09.09.2015** , and **PLAN No.173 of 2015-16** at the said **PREMISES.**

For Aatryee Nirman Pvt. Ltd.



Director

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n) **LAND SHARE** : shall mean the area of land forming part of the said Residential Area which would be specifically allotted for a particular block/building and such land area for each block/building shall be determined by the " **ARCHITECT**" upon completion of the said Complex and the Purchaser/s hereby consent/s to the same.

o) **SUPER BUILT UP AREA**: shall mean the saleable space and the proportionate share or interest forming part of the common parts and portion and the Architect shall determine the area occupied by various amenities/facilities.

p) **SPECIFICATIONS**: shall mean and include the various specifications, brief details are mentioned in the **FOURTH SCHEDULE** hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event of any Purchaser/s requiring any upgraded specification and/or better specification for a particular **FLAT AND/OR UNIT** then the Purchaser/s so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the " **DEVELOPER**".

#### **ARTICLE- X** **INTERPRETATIONS**

a) Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser/s, then the portion of the whole amount payable by the Purchaser/s shall be in proportion to the area of the Purchaser/s'/s respective **FLATS AND/OR UNITS**, which will also include the proportionate area of the total common areas.

b) Any reference to statute shall include any statutory extension of modification or enactment of such statute, any rules, regulations or orders there under.

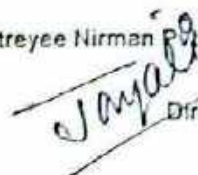
c) Any covenant by the Purchaser/s not to act or do anything shall be deemed to include their obligation not to permit the said act or things to be done.

d) Singular number shall include plural and vice versa.

e) Masculine gender shall include feminine and neuter genders and vice versa.

f) The paragraphs heading do not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or the interpretation.

For Aatreyee Nirman P. Ltd.

  
Director


**ARTICLE-XI**  
**COMMENCEMENT AND CONDITION PRECEDENTS**

These presents shall be deemed to have commenced on and with effect from the **December 2015** hereinafter referred to as the **COMMENCEMENT DATE**. The Super Built up area of the **FLAT AND/OR UNIT** is tentative and is subject to final determination on completion and finishing of the **FLAT AND/OR UNIT**. For such final determination, the Parties confirm, accept and assure each other that the certificate of Architect and/or such other architect or architects that the **"DEVELOPER"** may appoint from time to time, shall be final and binding on the Parties and none of the Parties shall be entitled to question and raise any objection and /or challenge the same at any time or under any circumstances.

**ARTICLE-XII-**  
**SUBJECT MATTER OF SALE AND BASIC UNDERSTANDING**

- a) The **"DEVELOPER"** has agreed to sell and transfer and the Purchaser/s has agreed to purchase and acquire on the terms and conditions stipulated herein the said **FLAT AND/OR UNIT** and the properties appurtenant thereto subject to the Purchaser/s making payment of all the amounts agreed to be paid by the Purchaser/s to the **"DEVELOPER"** also performing and observing all other terms and conditions hereinafter appearing.
- b) The **COMMON PARTS** and **PORTIONS** in the **BLOCK** and the **COMMON PARTS** and **PORTIONS** in the **COMPLEX** be such as shall be necessary or be required and as thought fit and determined by the **"DEVELOPER"** or **/ARCHITECT** for the beneficial enjoyment of the said **FLAT AND/OR UNIT** the properties appurtenant thereto.
- c) The right of the Purchaser/s shall remain restricted to the said **FLAT AND/OR UNIT** only and the properties appurtenant thereto and the Purchaser/s shall have no right nor shall claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the **"DEVELOPER"** shall have the exclusive right to deal with the same.
- d) The Purchaser/s confirm/s, accept/s and assure/s the **"DEVELOPER"** that the Purchaser/s has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- e) The Purchaser/s acknowledge/s at or before entering these presents that the **"DEVELOPER"** has made known to the

For Aatreyee Nirmāg Pvt. Ltd.

  
Director

Purchaser/s that the "DEVELOPER" shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said Residential Area (hereinafter referred to as the **ADDITIONAL AREA**) and shall be entitled to provide all facilities and/or utilities existent the said Residential Area to any new building and/or buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said Residential Area to the new building and/or buildings which may be constructed on the Additional Area including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in the said Complex and or Residential Area in terms of this agreement.

**ARTICLE-XIII**  
**CONSIDERATION AND PAYMENT**

- a) In consideration of the above the Purchaser/s has agreed to pay to the "DEVELOPER" a sum of Rs. 52,43,250/- (**Rupees Fifty Two Lacs Forty Three Thousand Two Hundred and Fifty**) only (hereinafter collectively referred to as the **CONSIDERATION AMOUNT**). The purchaser has agreed to and shall pay Service Tax at the applicable rates in addition to the consideration amount.
- b) The said consideration amount shall be paid in the manner as appearing in the **SIXTH SCHEDULE** hereunder written.
- c) Time for payment shall always be the essence of the Contract. It would not be obligatory on the part of the "DEVELOPER" to send any notice or letter calling upon the Purchaser/s to make payment of the amounts agreed to be paid by the Purchaser/s and in the event of any default on the part of the Purchaser/s in making payment of any of the amounts agreed to be paid in terms of this agreement then and in that event without prejudice to any other right which the "DEVELOPER" may have the "DEVELOPER" shall be entitled to claim interest at the rate of 18%(eighteen percent) per annum on all amounts remaining in arrears till such time the said amounts are recovered.
- d) All payments shall be paid at the office of "DEVELOPER" against proper receipts being granted by the "DEVELOPER" it being expressly agreed that the Purchaser/s shall not be entitled and agrees not to set up any oral agreement regarding t payments and due performance and observance of the terms and conditions herein contained.

For Aatreyee  Pvt. Ltd.

Director

**ARTICLE-XIV**  
**CONSTRUCTION, ERECTION, COMPLETION AND POSSESSION**

- a) The said **BLOCK** will be constructed erected and completed in accordance with the said plan and with such specifications (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **FOURTH SCHEDULE** hereunder written) and/or with such materials as may be recommended by the Architect from time to time and the Purchaser/s hereby consents to the Architect changing and/or replacing any material and/or specification with such other material and/or specification as the Architect may think fit.
- b) Subject to force majeure, within **36** months from the date of signing of this Agreement the "**DEVELOPER**" shall make the **FLAT AND/OR UNIT** habitable and give notice to the Purchaser/s and the Purchaser/s shall, within 15 (fifteen) days of date of the Notice, take possession of the **FLAT AND/OR UNIT** and the properties appurtenant thereto, after fulfilling all obligations under these presents.
- c) The "**DEVELOPER**" shall be entitled to a grace period of **12** months (hereinafter referred to as the **GRACE PERIOD**) if the "**DEVELOPER**" fails to deliver the Possession of the Said **FLAT AND/OR UNIT**. For the purpose of determination that there had been an embargo on the "**DEVELOPER**" in performing its obligation the decision of the Architect shall be final and binding on the parties.
- d) For the purpose of completion of the said **BLOCK** and/or the **FLAT AND/OR UNIT**, the said **FLAT AND/OR UNIT** shall be deemed to have been completed if provided with electricity, (through sub meter) water and drainage facilities and the completion certificate is granted by the Architect and it would not be necessary that the other common parts and portions of the Complex are complete and the Purchaser/s agrees not to raise any objection and/or hindrance and the "**DEVELOPER**" shall be entitled to continue with the completion of the common parts and portions without any obstruction or hindrance by the Purchaser/s or any person and/or persons claiming through or under him/her/it.
- e) Within **21** days from the date of notice being given by the "**DEVELOPER**" to the Purchaser/s regarding completion of the said **FLAT AND/OR UNIT** the Purchaser/s shall take over possession of the said **FLAT AND/OR UNIT** upon making payment of all amounts agreed to be paid by the Purchaser/s in terms of this Agreement it being expressly agreed and declared that in no event the Purchaser/s shall be entitled to take over possession and/or claim possession until such time all amounts agreed to be paid by the

For Aatreyee Nirman Pvt. Ltd.

*Jamal*  
Director

Purchaser/s are paid and discharged but so far as the payment of municipal rates taxes and other outgoings (hereinafter referred to as the **RATES AND TAXES**) including payment of the maintenance charges (hereinafter referred to as the **MAINTENANCE CHARGES**) in respect of the said **FLAT AND/OR UNIT** is concerned .The Purchaser/s assures and commits himself/herself/itself to make payment of such rates and taxes and maintenance charges payable in respect of the said **FLAT AND/OR UNIT** and the Properties Appurtenant thereto from the date of the letter of possession.

f) Request for up-gradation of materials and/or specification from the Purchaser/s will not be entertained at any stage of development. This will not preclude the Purchaser/s from suggesting any relocation of doors only before brickwork commences and the "**DEVELOPER**" may undertake the same at its absolute discretion at Extra Cost.

#### **ARTICLE XV: DEPOSITS**

At or before taking Possession of the said **FLAT AND/OR UNIT** in addition to the Consideration Amount and Other Charges, referred above, committed to be paid by the Purchaser/s the Purchaser/s shall be liable and has agreed to make payment of the following

i) Advance Maintenance deposit at the rate of Rs. 2.5/- only per Square Feet on the total super built up area for a period of 12 months for meeting of **COMMON EXPENSES**

ii) Maintenance Security Deposit for meeting of **CAPITAL EXPENDITURE** for common facilities and amenities. The Maintenance Security Deposit shall be Rs.20,000/- per **FLAT AND/OR UNIT (for SINKING FUND)**.

It being clarified that the Purchaser/s shall not claim possession or have possession of the said **FLAT AND/OR UNIT** unless and until he has paid the Consideration Amount and/or. Other Charges and/or the Deposits and all other Charges as stated in these presents.

#### **ARTICLE-XVI HOLDING ORGANISATION**

a) In as much as there are a cluster of buildings to form part of the said Residential Area the Purchaser/s acknowledges that it is necessary that a particular agency should be appointed as the Holding Organization and for the aforesaid purpose it has been agreed by and between the parties hereto

For Aastreyee Nirman Pvt. Ltd.

  
Director

that the "**DEVELOPER**" shall appoint a Company for undertaking maintenance of the common parts and portions and for rendition of common services and the Purchaser/s agrees to abide by the rules and regulations framed by the said Holding Organization.

The Holding Organization shall be ultimately managed by the **FLAT AND/OR UNIT OWNERS** of the Complex

- b) The Purchaser/s agrees to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said **FLAT AND/OR UNIT** is mutated in the name of the Purchaser/s including the maintenance charges and/or service charges payable to the said Maintenance Company and/or Holding Organization. The purchaser shall in any event have its name mutated within a period of twelve months from the date of possession.
- c) The Purchaser/s further acknowledges that timely payment of the said maintenance charges is a must in as much as nonpayment thereof is likely to adversely affect the other **FLAT AND/OR UNIT "DEVELOPER"** and/or cause disruption in the common services to be provided by the Maintenance Company and/or Holding Organization in the event of any default of the Purchaser/s in making payment of the maintenance and/or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the "**DEVELOPER**" and/or Holding Organization may have, the "**DEVELOPER**" and/or Holding Organization shall be entitled to and the Purchaser/s hereby consents to the "**DEVELOPER**" and/or Holding Organization:
- i) Disconnecting the supply of electricity.
  - ii) Disconnecting the supply of water.
  - iii) Preventing the use of lifts by the Purchaser/s and/or its visitors.
  - iv) Withdraw all the common services to be provided by such Maintenance Company /Syndicate until such time all amounts lying in arrears are paid together with interest at the rate of 18% (Eighteen Percent) per annum.
- d) The Purchaser/s agrees not to become a member of any other Syndicate/Maintenance Company/Holding Organization and to avail of the common services to be rendered by such Maintenance Company/Syndicate appointed by the "**DEVELOPER**" through none else.

For Aatreyee Nirmal Pvt. Ltd.

*Jayanti*

Director

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**ARTICLE-XVII**  
**DEFAULT IN PAYMENT**

- a) Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.
- b) In the event of the Purchaser/s failing to make payment of any amounts committed by him/her/it in terms of this agreement and/or failing to perform and observe any of the terms and conditions herein contained and on the part of the Purchaser/s to be paid, performed and observed and if such default shall continue for a period of more than 30 days (thirty) days then and in that event without prejudice to any other right which the "**DEVELOPER**" may have, the "**DEVELOPER**" shall be entitled to terminate and/or determine this agreement with or without notice and without assigning any reason whatsoever or howsoever.
- c) Upon the Purchaser/s committing default to make payment the "**DEVELOPER**" shall have the sole discretion to termination and/or determination this agreement. Upon such termination and/or determination by the "**DEVELOPER**" the Purchaser/s shall cease to have any right over and in respect of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto or under this Agreement and upon such termination and/or determination the "**DEVELOPER**" shall be entitled to forfeit a sum **equivalent to 10% (ten percent) of the total amount of the agreed consideration** due at the date of the said termination and the "**DEVELOPER**" shall be entitled to enter into agreement for sale and transfer of the said **FLAT AND/OR UNIT** and properties appurtenant thereto without any obstruction and/or hindrance from the **PURCHASER** excepting that the Purchaser/s shall be entitled to receive refund of the Refundable Amount and such Refundable Amount shall be paid by the "**DEVELOPER**" only after the "**DEVELOPER**" has entered into an agreement for sale and transfer of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto with any other person and/or persons and the Purchaser/s consents to the same by forfeiting and / or the Purchaser/s making payment of a sum calculated @ of 10% of the total agreed consideration.

**ARTICLE-XVIII**  
**NOMINATION/CANCELLATION**

- a) **NOMINATION:** These presents is personal to the Purchaser/s and in the event of the Purchaser/s nominating any other person and/or persons in his/her place and stead for acquiring the said **FLAT AND/OR UNIT**, the Purchaser/s or the nominee and/or nominees shall be liable to pay to the "**DEVELOPER**" a sum to be calculated at the rate of **Rs 250/- (Rupees Two Hundred Fifty Only)** per Square Feet for each stage of Nomination. (hereinafter referred to as the **NOMINATION COSTS**) for all such nominations.

For Aatreyee Nirman Pvt. Ltd.

*Amal*  
Director

b) **CANCELLATION:** In case after the agreement for sale the purchaser desires to cancel the booking he/she/it/they shall make such application in writing to the "**DEVELOPER**" herein.

Upon receipt of such application, the "**DEVELOPER**" shall be entitled to rebook the **FLAT AND/OR UNIT** in the name of any other Purchaser/s and the refund to the Purchaser/s shall be made only after such booking amount is received and after deducting **10% (Ten Percent)** of the total consideration and any other amounts on account of any extra work modification carried out in the said **FLAT AND/OR UNIT**.

**ARTICLE-XIX**  
**COVENANTS**

For the purpose of this Article, the expression "**DEVELOPER**" shall include the Holding Organization, wherever the context permits or requires:

a) The Purchaser/s has examined the **PLAN** under proper guidance and is acquainted with the Block and Complex that will be constructed on the Said Premises and the Purchaser/s has identified his requirement as stated in this Agreement and agrees that he shall neither have nor shall claim any right over any portion of the Block/Complex/Premises save and except the **FLAT AND/OR UNIT** and the properties appurtenant thereto.

b) The Purchaser/s admits and accepts that the "**DEVELOPER**" shall have the first charge and/or lien over the **FLAT AND/OR UNIT** and the properties appurtenant thereto for all amounts remaining outstanding from the Purchaser/s.

c) The Purchaser/s admits and accepts that the "**DEVELOPER**" and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.

d) The Purchaser/s consents to appointment of the Maintenance Company/Holding Company by the "**DEVELOPER**" and from the date of possession of the said **FLAT AND/OR UNIT** the Purchaser/s agrees and covenants:

a) To Co-Operate With The Other Co-Purchaser/s and the "**DEVELOPER**" Holding Company In The Management And Maintenance Of The Block/Complex.

For Aatreyee Nirman Pvt. Ltd.

*Jayanti*  
Director

b) **TO OBSERVE** the rules framed from time to time by the "**DEVELOPER**" and/or the Holding Company and upon formation by the Association or Co-operative Society or Private Limited Company for quiet and peaceful enjoyment of the Complex as a decent place for living.

c) **TO ALLOW** the "**DEVELOPER**" with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

d) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including the Other payments as mentioned in the **SIXTH SCHEDULE PART - II** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the "**DEVELOPER**" and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the

e) **DATE OF POSSESSION** irrespective of the Purchaser/s taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchaser/s.

f) **TO DEPOSIT** the amounts reasonably required with the "**DEVELOPER**" and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

g) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

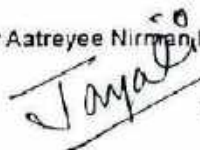
h) **TO PAY** maintenance charges, both Fixed and Variable Charges, regularly as indicated in the **SIXTH SCHEDULE** below, on the basis of the bills as raised by the "**DEVELOPER**" Maintenance Company/Holding Organization, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchaser/s further accepts and confirms that on default of payment of maintenance charges by the Purchaser/s, the "**DEVELOPER**" shall have the right to disconnect the water connection to the said **FLAT AND/OR UNIT**.

For Aatreyee Nirman Pvt. Ltd.

*Jayal*  
Director

- i) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- j) **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser/s enjoyment of the said **FLAT AND/OR UNIT**.
- k) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- l) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- m) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT**.
- n) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- o) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the "**DEVELOPER**" differs from the colour scheme of the building or deviation or which in the opinion of the "**DEVELOPER**" may affect the elevation in respect of the exterior walls of the said building.
- p) **NOT TO** install grills the design of which have not been suggested or approved by the Architect.
- q) **NOT TO** raise any objection whatsoever to the "**DEVELOPER**" dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the "**DEVELOPER**" subject to approval by the concerned authority.
- r) **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the "**DEVELOPER**" and/or any concerned authority.

For Aatreyee Nirman Pvt. Ltd.

  
Director

s) The Purchaser/s shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting that the Purchaser/s shall be entitled to avail of the cable connection facilities to be provided by the "DEVELOPER" to the Purchaser/s and also the other "DEVELOPER" of the units in the said premises at their cost.

t) **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the "DEVELOPER" and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.

u) **NOT TO** claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

v) **NOT TO** use the allocated car / two wheeler parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/two wheeler.

w) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the "DEVELOPER".

x) **TO ABIDE** by such building rules and regulations as may be made applicable by the "DEVELOPER" before the formation of the Holding Organization and after the holding organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.

y) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

**NOT TO** place any signboard, hoarding, signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

For Aatreyee Nirman Pvt. Ltd.

*Jamali*

Director

**ARTICLE XX**  
**TRANSFER OF OWNERSHIP OF FLAT AND/OR UNIT.**

The transfer shall be completed upon the "**DEVELOPER**" causing execution and registration of the Transfer Deed in favour of the Purchaser/s.

**ARTICLE XXI:**  
**FORCE MAJEURE**

The "**DEVELOPER**" shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the "**DEVELOPER**" to be performed and observed if it is prevented by any of the conditions herein below:

- i). Fire.
- ii). Natural calamity.
- iii). Tempest.
- iv). Labour unrest.
- v). Any prohibitory order from the Courts, Dum Dum Municipality and other authorities.
- vi). Any local problems/disturbances.
- vii). Any other unavoidable circumstances beyond the control of the "**DEVELOPER**".

**ARTICLE XXII**  
**MISCELLANEOUS**

a) These presents supersedes all the earlier agreements, memorandums, brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.

b) These presents has/have been prepared in duplicate. The original of this Agreement has been made over to the Purchaser/s and it shall be the Obligation and responsibility of the Purchaser/s to cause this agreement to be registered upon making payment of the stamp duty and registration charges payable in respect thereof and upon notice being given the "**DEVELOPER**" shall remain present to admit the execution thereof.

c) In the event the "**DEVELOPER**" being saddled with any tax liability including service tax on account of the transfer of the stamp duty and registration charges the Purchaser/s has/have agreed to pay the same to the "**DEVELOPER**".

d) These presents is personal and the Purchaser/s shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said **FLAT AND/OR UNIT** without the consent in writing of the "**DEVELOPER**" until such time the full amount of consideration has been paid by the Purchaser/s to the

For Aastreyee Nirmal Pvt. Ltd.

*Jayal*

Director

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" **DEVELOPER**" and the Purchaser/s performing and observing all the other terms and conditions herein contained and on the part of the Purchaser/s to be performed and observed.

e) The right of the Purchaser/s shall remain restricted to the said **FLAT AND/OR UNIT** and the Properties Appurtenant thereto and in no event the Purchaser/s shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.

f) The "**DEVELOPER**" shall not be held responsible in any manner whatsoever in the event the complex and/or the block and/or the unit is not completed or delayed due to non availability of steel & cement etc, delay in obtaining delivery of lifts, delay in obtaining electricity connection etc.

g) For the purpose of facilitating the construction of the said **FLAT AND/OR UNIT** in the aforesaid building the "**DEVELOPER**" may apply for and obtain financial assistance from banks and other financial institutions.

h) The "**DEVELOPER**" and the Purchaser/s has/have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the "**DEVELOPER**" and the Purchaser/s or to be construed as a joint venture or joint ventures between the Purchaser/s and the "**DEVELOPER**" nor shall the "**DEVELOPER**" and the Purchaser/s constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

i) The "**DEVELOPER**" shall be entitled to all future vertical/lateral expansion of the said **BLOCK** and/or the complex by way of additional construction or otherwise and the Purchaser/s has agreed not to raise any objection in any manner whatsoever or howsoever. In the event the **DEVELOPER** makes any additional construction the undivided share in the land shall stand reduced to such extent and the Purchaser consent to the same and relinquishes and waives all rights in respect thereof.

j) These presents contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser/s acknowledges upon signing this agreement, no other conditions, stipulations, representations, guarantees or warranties have been made by the "**DEVELOPER**" other than what is specifically set forth herein.

k) It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto in the event of the

For Aatreyee Nirmen Pvt. Ltd.

*Jamal*  
Director

**"DEVELOPER"** being liable to make payment of any Sales Tax or Service Tax or any other statutory tax or duty or levy in respect of this Agreement, the Purchaser/s shall be liable and agrees to make payment of the same at or before taking over possession of the said **FLAT AND/OR UNIT**.

l) If any provision of these presents or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal and unenforceable.

m) The **"DEVELOPER"** shall have exclusive right over all open areas, unsold constructed areas within the premises as well as the area/s and/or portion/s and/or part/s of the premises separately held and/or occupied by the **"DEVELOPER"** herein at and under the premises, which are not specifically allotted to any other person/s.

It is pertinent hereto mention that the **"DEVELOPER"** herein is/are holding and/or possessing and/or seizing demarcated and specified portion at the premises which is to be used, occupied, enjoyed, possessed and held by the **"DEVELOPER"** herein and/or its/his/her assigns, representatives and/or transferee/s in the same manner as an **"DEVELOPER"** can use, occupy, seize, possess and have free from all objection/s and/or claim and/or demand from any the Purchaser/s herein and/or any person whomsoever representing any person/s and the **"DEVELOPER"** herein accordingly shall have the right, title and interest at and upon all ingress and/or egress of the all phases of the project hereof and/or the premises and or the complex, larger and smaller in every manner whatever available thereto.

n) The hoarding of **"INDRAKSHINEE "** may be erected in any of the **BLOCK** inside the Complex.

#### **ARTICLE-XXIII** **DOCUMENTATION**

The Advocate nominated by the **"DEVELOPER"** being **A.K.Chowdhary & Co.** shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the association or Co-operative Society or Private Limited Company as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole direction of the said Advocates' be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser/s as follows.

For Aatreyee Nirman Pvt. Ltd.

*Jaeyal*  
Director



13.3 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said **FLAT AND/OR UNIT** and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser/s.

13.4 At or before taking delivery of possession the Purchaser/s shall also pay the estimated cost and expenses to cover the aforesaid stamp duty, registration charges and other incidental expenses and/or in relation to Registration of Deed of Conveyance of the said **FLAT AND/OR UNIT**.

13.5 In the event the Purchaser takes delivery of possession but does not call upon the Vendor to execute the Deed of Conveyance all liabilities, penalties including those related to taxes and related expenses arising out of non registration of Deed of Conveyance shall be the exclusive and sole liability of the Purchaser and the DEVELOPER shall not in any manner be responsible for the same and the Purchaser shall keep the DEVELOPER fully indemnified for the same.

#### **ARTICLE XXIV** **NOTICE**

All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15<sup>th</sup> day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

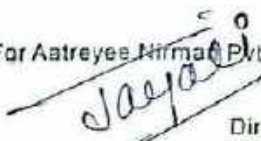
#### **ARTICLE-XXV** **ARBITRATION**

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration by the arbitrator appointed by the "DEVELOPER". Arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996.

#### **ARTICLE-XVI** **JURISDICTION**

In connection with the aforesaid arbitration proceedings and all other proceedings the courts in Kolkata only shall entertain and try all actions, suits and proceeding arising out of this agreement.

For Aatreyee Nirman Pvt. Ltd.



Director

## FIRST SCHEDULES

REAS: one Gobinda Chandra Dey was sole and absolute owner of all the piece and parcel of land admeasuring 8 Bighas, 19 Cottahs, her with structure standing thereon by way of Sale Deed dated .1949, Being no. 3931.

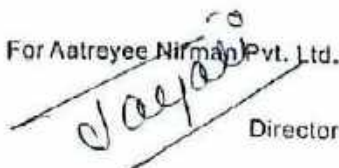
AND WHEREAS: Gobinda Chandra Dey sold, transferred and conveyed all that the piece and parcel of land admeasuring 8 Bighas, 19 Cottahs, together with structure standing thereon unto and in favour of Chhabi Dey by a Registered Deed of Sale dated 21.03.1964 and the same was duly registered with the Sub Registrar at Cossipore and recorded in Book no. 1, Volume no. 36, Pages 101 to 108, Being no. 2213 for the year 1964.

AND WHEREAS: by a Deed of Rectification dated 19.08.1969 duly executed by and between Gobinda Chandra Dey and Chhabi Dey whereby and whereunder they rectified the measurement of land which was wrongly recorded in Deed of Sale being dated 21.03.1964, Being no. 2213 as 8 Bighas, 19 Cottahs instead and in-place of 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. The said Deed of Rectification was duly registered with the office of Registrar of Assurances Calcutta and recorded in Book no. I, Volume no. 144, Pages 24 to 27, Being no. 3977 for the year 1969.

AND WHEREAS: Chhabi Dey sold, transferred and conveyed all that piece and parcel of land admeasuring 2 Cottahs, 6 Chittacks, 11 Sq.ft. out of the total area of 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon unto and in favour of Tarapada Singha, Jhuma Nayak. The said Deed of Sale being dated 13.12.1999 was duly registered with the office of the Additional District Sub Registrar, Cossipore and recorded in Book no. I, Volume no. 4, Pages 349 to 358, Being no. 147 for the year 2000 and the same was duly confirmed by Kashinath Nayak, Laxmi Rani Nayak.

AND WHEREAS: Chhabi Dey sold, transferred and conveyed all that piece and parcel of land admeasuring 6 Cottahs, 6 Chittacks, 10 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon unto and in favour of Tarapada Singha and Jhuma Nayak as and by way of a Registered Deed of Sale being dated 13.12.1999 and the same was duly registered with the office of Additional District Sub Registrar, Cossipore and recorded in Book no. I, Volume no. 4, Pages 359 to 370 Being no. 148 for the year 2000 and the same was duly confirmed by Kashinath Nayak, Laxmi Rani Nayak.

For Aatreyee Nirman Pvt. Ltd.

  
Director

AND WHEREAS: Chhabi Dey sold, transferred and conveyed piece and parcel of land admeasuring 4 Cottahs, 2 Chittacks, 5 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon unto and in favour of Prabir Roy and Somnath Paul by a Sale Deed dated 13.12.1999 and the same was duly registered with the office of the Additional District Sub Registrar, Cossipore and recorded in Book no. 1, Volume no. 9, Pages 369 to 382, Being no. 362 for the year 2000 and the same was duly confirmed by Kashinath Nayak, Laxmi Rani Nayak.

AND WHEREAS: Chhabi Dey sold, transferred and conveyed all that piece and parcel of land admeasuring 5 Cottahs, out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon unto and in favour of Samir Saha and Gopal Saha by a Deed of Sale being dated 13.12.1999 and the same was duly registered with the office of the Additional District Sub Registrar, Cossipore and recorded in Book no. 1, Volume no. 9, Pages 355 to 368, Being no. 361 for the year 2000 and the same was duly confirmed by Kashinath Nayak, Laxmi Rani Nayak.

AND WHEREAS: Chhabi Dey sold, transferred and conveyed all that piece and parcel of the said land admeasuring 3 Cottahs, 3 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon unto and in favour of one Pradip Saha by a Deed of Sale being dated 13.12.1999 and the same was duly registered with the office of the Additional District Sub Registrar, Cossipore and recorded in Book no. 1, Volume no. 11, Pages 253 to 266, Being no. 449 for the year 2000 and the same was duly confirmed by Kashinath Nayak, Laxmi Rani Nayak.

AND WHEREAS: Chhabi Dey sold, transferred and conveyed all that a piece and parcel of said land admeasuring 4 Cottahs, 2 Chittacks, 23 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon unto add in favour of Amar Roy, Deblal Roy, and Bijoy Kumar Roy by a Deed of Sale being dated 13.12.1999 and the same was duly registered with the office of the Additional District Sub Registrar, Cossipore and recorded in Book no. 1, Volume no.4, Pages 339 to 348, Being no. 146 for the year 2000.

AND WHEREAS: Chhabi Dey sold, transferred and conveyed all that piece and parcel of the said land admeasuring 3 Cottahs, 10 Chittacks, 8 Sq.ft. out of the total land being 9 Bighas, 18 Cottahs, 12 Chittacks, 17 Sq.ft. together with structure standing thereon unto ad in favour of M/s. Plaspick Enterprises (I) Pvt. Ltd. by a Deed of Sale being dated 24.11.1995 and the same was duly registered with the

For Aatreyee Nirman Pvt. Ltd.



Director

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office of Additional District Sub Registrar, Cossipore and recorded in Book no. I, Volume no. 100, Pages 213 to 224, Being no. 4424 for the year 1995.

**THE SECOND SCHEDULE**  
**LAND**

All that Piece and Parcel of land 28 Cottahs 11 (Eleven) Chittaks 16 (Sixteen) Square Feet of land be the same a little more or less, lying and situated at Premises No.1. Goraksha Basi Road, Kolkata - 700 028, Nager Bazar, Being Municipal Holding No. 26/1 - 26/6 presently numbered as 26/1 (after amalgamation), Goraksha Basi Road, within the Jurisdiction of DUM DUM Municipality, Ward No. 25 under Cossipore - Dum Dum Sub Registration Office comprised in C.S. and R.S. Khatian no. 228, C.S. and R.S. Dag No. 2685, L.R. Khatian no. 106, 2017,3224, 5741, 2715, 2726, 1246, 5781, 1766,1837,L.R. Dag No. 2098,3006,3013,2180,3086,3088, under sabek khatan No. 483, Khaitan No. 228 L.R Khaitan No. 1837 and 1766, Mouza Satgachi, J.L No. 20 R.S No. 154 Touzi No. 169 within Dum Dum Police Station District North 24 Parganas The said land is butted and bounded as follows:

**ON THE NORTH** : **SATYAM SHIVAM SUNDARAM APARTMENT**  
**ON THE SOUTH** : **GOROKKHOBASI ROAD**  
**ON THE EAST** : **10' WIDE GOROKKHO BASI ROAD**  
**ON THE WEST** : **10' WIDE GOROKKHO BASI ROAD**

**THE THIRD SCHEDULE**  
**(FLAT AND/OR UNIT)**

**ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** nos. **B** on the **4<sup>th</sup> Floor** of the building, in 'Project 'INDRAKSHINEE'. containing by estimation an area of **1155 Sq.ft.** (Super built-up) be the same a little more or less and **One common car parking spaces** measuring a super Burilt up area of **120 sq. ft. more or less TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Block/Building appurtenant thereto **AND TOGETHER WITH** the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex.

For Aatreyee Nirman Pvt. Ltd.

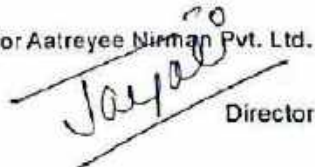


Director

**THE FOURTH SCHEDULE**  
**(SPECIFICATIONS)**

- **STRUCTURE** :  
(a) R.C.C. Column footing, columns, tie beam, roof & beam, lintel, chajja, etc. as per design.
  
- **WALLS** :
  - **INTERNAL** : POP finish with one coat primer.
  - **EXTERNAL** : Wall Putty with Weather coat paint with water proofing compound.
  
- FLOORING** : Vitrified Tiles
  
- **ELECTRICALS** :
  - Concealed ISI copper wiring with modular switches.
  - Adequate light and power points.
  - T.V./Telephone points.
  
- **KITCHEN** :
  - Cooking platform of Granite.
  - Stainless Steel Sink.
  - Glazed tiles up to a height of 3' above the cooking platform.
  - Antiskid Floor Tiles
  
- **TOILETS** :
  - Concealed pipeline with hot and cold water lines.
  - Glazed tiles up to a Door Height.
  - CP bath fittings, sanitary fittings, PVC cisterns of reputed brand with ISI mark.
  - Antiskid Floor Tiles
  
- **DOORS** :
  - Inside Sal wood frame with Flush Door.
  - Main Door Laminated Flush Door
  
- **WINDOWS** :  
Aluminium Sliding Window with glass panels.
  
- **LIFT** :  
Five passenger lift of Reputed Brand.
  
- **WATER SUPPLY** :  
Overhead tank for sufficient storage and supply.

For Aatreyee Niiman Pvt. Ltd.

  
Director

**THE FIFTH SCHEDULE  
PART-I**

**COMMON PARTS and PORTIONS in the BLOCK.**

1. Lift, Life Well, Lift Machine Room.
2. Overhead Water Reservoir.
3. Staircase.
4. Entrance lobby.

**PART-II  
COMMON PARTS and PORTIONS in the COMPLEX.**

**FACILITIES & AMENITIES**

- A.C. Community Hall.
- A.C. Gym.
- Temple.
- Intercom with Security System.
- Water De ionization system.
- 24 Hrs Power Back up.
- Lily pool.
- Wi-Fi

For Aatreyee Nirman Pvt. Ltd.

  
Director

**THE SIXTH SCHEDULE**  
**(CONSIDERATION AND PAYMENT)**

**PART I**

Rs. 52,43,250/- (Rupees Fifty Two Lacs Forty Three Thousand Two Hundred and Fifty ) only .

1. ( Rs. 5,24,325/-) 10% at the time of Agreement.
2. 15% on Foundation.
3. 5% on each Floor Roof Casting. (6 roofs)
4. 15% on Super Structure.
5. 15% on Flooring.
6. 5% on installation of Lift.
7. 10% on Registration or Possession whichever is earlier.

**PART II**

**(OTHER PAYMENTS)**

- b) House Tax/Mutation fees and other taxes and duties etc. or other statutory liabilities as would be applicable (present and future).
- c) Proportionate charges for stamp fees, registration charges and incidental for registration of the transfer of documents in the name of the Association or Private Limited Company shall be such as may be determined by the "**DEVELOPER**" before making over the possession.
- d) Proportionate of the costs and fees towards preparation and completing all documents and papers in relation to formation of Association/Co-operative Society/Private Limited Company for completing transfer.
- e) Proportionate charges for formation of Association/Co-operative Society/Private Limited Company (including share money) extra at actual.
- f) The Purchaser agrees to pay along with the Legal Fees the required

For Aatreyee Nirman Pvt. Ltd.

*Jayanti*

Director

out of pocket expenses, incidental expenses, as may be required for the purpose.

**THE SEVENTH SCHEDULE**  
**(COMMON EXPENSES)**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expenses connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.

For Aatreyee Nirman Pvt. Ltd.

*Jamali*

Director



9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.

10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**ARTICLE**

**EXECUTION**

VENDOR

*Jayal*  
As Constituted Attorney  
of

- (1) SRI AMAR ROY
- (2) SRI DEBLAL ROY
- (3) SRI BIJOY KUMAR ROY
- (4) SRI FROBIR ROY
- (5) SRI SOMNATH PAUL
- (6) SRI PRADIP SAHA
- (7) SRI SAMIR SAHA
- (8) SRI GOPAL SAHA
- (9) SRI TARAPADA SINGHA
- (10) SMT. JHUMA NAYEK
- (11) M/S. PLASPICK ENTERPRISES

**PARTIES**

DEVELOPER

*Jayal*  
For Aatreyee Nirman Pvt. Ltd.

Director

PURCHASER

*Shivak Dey*

MEMO OF CONSIDERATION

(1) Paid by Cheque no. 846661, Dated: 09.01.2016,  
Of UCO Bank.

Rs. 1,00,000.00

(2) Paid by cheque no. 846664, Dated: 03.02.2016  
of UCO Bank.

Rs. 4,24,325.00

Rs. 5,24,325/-

(Rupees Five Lacs Twenty four Thousand Three Hundred and Twenty Five) only.

WITNESS :

1. Rami Bhattacharya.

2. Srotani Dey.

For Aatreyee Nirman Pvt. Ltd.

Jayal  
Director

SIGNATURE OF THE DEVELOPER

Drafted by: -

Kamini Singh Adv  
Mrs. Kamini Singh (Advocate)

Calcutta High Court

Kolkata - 700001.