



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

19AB 987362

### Agreement for Sale

1. **Date:** 15.02.18
2. **Nature of document:** Sale Agreement
3. **Parties:** Collectively the following, which will include their respective successors-in-interest:

**3.1 Vendors:** Collectively the following, all Companies within the meaning of the Companies Act, 2013, having their registered offices at Diamond Harbour Road, Kolkata-700 104, P.S. Bishnupur of the First Part and all represented by their constituted attorney M/s. DTC Projects Private Limited duly authorised by the Power of Attorney dated 7<sup>th</sup> January, 2015, registered with the Additional Registrar of Assurances-III, Kolkata in Book No IV, CD Volume No.6, Pages 3668 to 3700, being No. 02442 for the year 2015 represented by Mr. Abhishek Goswami, son of Mr. Amaresh Goswami, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001, duly authorised by the Board Resolution dated 10<sup>th</sup> March, 2017:

- 3.1.1 Indraloke Tradelinks Private Limited, having PAN AACCI1204P.**
- 3.1.2 Panther Management Services Private Limited, having PAN AAFCP0877Q.**
- 3.1.3 Integrity Consultancy Services Private Limited, having PAN AACCI0934Q.**
- 3.1.4 Welkin Dealers Private Limited, having PAN AAACW8727H.**
- 3.1.5 Sunfast Vinimay Private Limited, having PAN AANCS1693R.**
- 3.1.6 Monopoly Tradelinks Private Limited, having PAN AAGCM0695J.**
- 3.1.7 Jackpot Advisory Services Private Limited, having PAN AACCI1866G.**
- 3.1.8 Octagon Tradelinks Private Limited, having PAN AABCO1747N.**
- 3.1.9 Butterfly Advisory Services Private Limited, having PAN AADCB7887Q.**
- 3.1.10 Pankaj Management Services Private Limited, having PAN AAFCP0942E.**
- 3.1.11 Fairland Suppliers Private Limited, having PAN AABCF3715B.**
- 3.1.12 Mountview Advisory Services Private Limited, having PAN AAGCM0954Q.**
- 3.1.13 Everlink Vincom Private Limited, having PAN AACCE1964C.**
- 3.1.14 Daylight Distributors Private Limited, having PAN AADCD1723H.**
- 3.1.15 AakavDevcon Private Limited, having PAN AALCA1425F.**
- 3.1.16 Amazing Residency Private Limited, having PAN AALCA1423D.**
- 3.1.17 Anandmayee Housing Private Limited, having PAN AALCA1424E.**

**3.1.64 Likewise Construction Private Limited, having PAN AACCL4000G.**

**3.1.65 Evertime Residency Private Limited, having PAN AADCE2309N.**

**3.1.66 Kush Residency Private Limited, having PAN AAECK9851C.**

**3.1.67 Balmukund Marketing Private Limited, having PAN AAECB2894C.**

**3.1.68 Clock Tradelink Private Limited, having PAN AA ECC1608H.**

**3.1.69 Desire Sales Private Limited, having PAN AADCD5984A.**

**3.1.70 Lord Dealers Private Limited, having PAN AABCL5279L.**

**3.1.71 Moonlight Dealtrade Private Limited, having PAN AAGCM8009G.**

**3.1.72 Orchid Infracon Private Limited, having PAN AAACO9390G.**

**3.1.73 Orchid Realcon Private Limited, having PAN AAACO9595R.**

**3.1.74 Queen Dealers Private Limited, having PAN AAACQ2316G.**

**3.1.75 Smile Dealcom Private Limited, having PAN AAOCS8759D.**

**3.1.76 Sunlight Dealtrade Private Limited, having PAN AAOCS8881J.**

**3.2 Purchaser:** Mr. Swagata Roy, Having PAN AZYPR7537G, | Son of Mr. Tapan Kumar Roy, By Faith Hindu, by occupation Service residing at Vill- Debogram, P.O Debogram Anaipur, Dist-Birbhum - 731302, under P.S of the Second Part.

**3.3 Developer:** DTC Projects Private Limited, a company within the meaning of the Companies Act, 2013 and having its registered office at 1, Netaji Subhash Road, Kolkata-700 001, having its PAN AA ECS1016K of the Third Part, represented by Mr. Abhishek Goswami, son of Mr. Amaresh Goswami, by faith Hindu, by occupation Service, working for gain at 1, Netaji Subhas Road, Kolkata-700 001, duly authorised by the Board Resolution dated 10<sup>th</sup> March, 2017.

**4. Subject Matter:** The "Composite Unit" described in Schedule-H.

**5. Background:**

**5.1 Irrespective of the gender and numbers of the Purchaser, he/she/it/they, all have been referred herein as 'singular' and in 'neuter' gender.**

walls, but only one half of the areas under its those outer walls , if any, common with another Unit.

- 6.12 Super Built-up Area:** The area of the Unit mentioned in **Part-I of Schedule-H** is its Super Built-Up Area and will be used for fixing of all charges. The Super Built-up Area of any Unit is its Built-up Area together with proportionate areas occupied by the Common Portions.
- 6.13 Bar to Objection:** The Purchaser shall not raise any objection or make any claim regarding the construction, completion or the quantum of the Super Built-Up Area after the Possession Date in any manner and/or under any grounds whatsoever.
- 6.14 Co-Owners:** The owners of all the Units are hereafter collectively termed as "Co-Owners" and the Transferors shall be deemed to be Co-Owners in respect of all the unsold Units and the un-allotted Parking Spaces.
- 6.15 Completion:** Subject to Force Majeure and timely payment of the Installments and the deposits by the Purchaser, the construction of the Unit will be completed and made tenantable within 30<sup>th</sup> day of September, 2018 (hereafter the "Completion Date"). The decision of the Architect regarding completion, the Specifications, the quality of the materials used and/or the workmanship regarding construction shall be final and binding upon the Parties. The Completion Date may be extended, if so required, by 6 (six) months and the Purchaser shall not make any objection thereto.
- 6.16 Possession Notice:** The Developer shall in writing call upon the Purchaser to take possession of the Composite Unit within 15 (fifteen) days of the date of dispatch of the Possession Notice.
- 6.17 Possession Date:** Irrespective of whether the Purchaser takes possession of the Composite Unit within the date stipulated in the Possession Notice or not, the Purchaser shall, for all purposes, be deemed to have taken possession of the Composite Unit on and from the date stipulated in the Possession Notice and be liable and obliged to comply with, perform and discharge all such obligations and pay all rates, taxes and/or outgoings in respect thereof from that date. However, the Developer shall deliver physical possession of the Unit to the Purchaser only after receiving all payment as mentioned in the **Schedules-G**. In the event the Purchaser fails, neglects and/or refuses to take possession even after 60 (sixty) days of the Possession Date, then the Purchaser shall have to pay Rs.1,000/- (Rupees one thousand) per day as guarding charges to the Developer and additionally none of the Transferors shall be held liable for any damages or breakages in the Unit, if any.