

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

19AB 960151

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this the 14th day of December, Two Thousand Seventeen BETWEEN M/S SAKSHI GANGA REALTORS PRIVATE LIMITED (formerly known as M/S Orient Dealcom Private Limited), a Private Limited Company duly registered within the Provisions of the Companies Act, 1956 and having its Registered Office at Premises No. 7A, Rani Rashmoni Road, Post Office –Taltala, Police Station–New Market, Kolkata–700013, District–Kolkata represented by Sri Krishnendu Chowdhury the Director being the “VENDOR” having its PAN CARD No.AABCO1179N, hereafter referred to as the Party of the FIRST PART

referred property properly described as per the first Schedule hereunder

92346

M/S. SINGH & SINGH

High Court, Calcutta
6, Old Post Office Street,
1st Floor Room No.- 79/1A
Kolkata - 700001

NAME.....
AND.....
29 NOV 2017
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C.C. Court
92346

29 NOV 2017

29 NOV 2017

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

AND

(1) SRI RAJESH KUMAR JAISWAL, son of Keshow Prasad Jaiswal, by faith-Hindu, by occupation-Business, having his PAN NO. : ACXPJ5012A and **(2) SMT. SARITA JAISWAL**, wife of Sri Rajesh Kumar Jaiswal, by faith - Hindu, by occupation - Housewife, having her PAN NO. : ALJPJ0365K, both are residing at 4/1, Munshi Zellar Rahim Lane, Nandi Bagan, Salkia, P.S. Golabari, Dist. Howrah, Pin - 711106, being the "PURCHASERS", hereinafter referred to as the **PARTY OF THE OTHER PART** (which expression shall unless excluded by or repugnant or inconsistent with the subject or context shall be deemed to mean and include their heirs and successors, executors, administrators, legal representatives and assigns);

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

B. **AND WHEREAS** the said Ramesh Kumar Maheshwari and Sri Manoj Kumar Maheshwari were seized and possessed of as the legal and absolute owners of the above referred property being Land and Structures comprised in khatian No. 156, Dag No. 308 covering an area of 1 Bigha 17 Cottahs 11 Chittacks and 31 Square feet more or properly described as per First Schedule hereunder written.

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

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

E. **AND WHEREAS** the said M/S Sakshi Ganga Realtors Private Limited (formerly known as M/S Orient Dealcom Private Limited) mutated its name on the Assessment Records of Howrah Municipal Corporation and also on the Record of Rights maintained by the Revenue Department of Government of West Bengal and made payment of the municipal Taxes and also the Revenues or Khajanas in its name as the sole, legal and absolute owner of the above referred property.

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

G. **AND WHEREAS** upon perusal of the documents to the title of the above referred property Howrah Municipal Corporation sanctioned a Building Plan for construction of a multistoried buildings being B.P. No. BRC No.102/13-14.

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

I. **AND WHEREAS** the Vendor hereto is desirous of selling the flats and apartments being constructed in the said multi storied building and the prospective purchasers are approaching the Vendor hereto for purchase of such flats and apartments for the purpose of the respective Purchasers.

J. **AND WHEREAS** (1) SRI RAJESH KUMAR JAISWAL, and (2) SMT. SARITA JAISWAL, the Purchasers hereto approached the Vendor on or about 14th day of November, 2015 and they desired to purchase one

flat/apartment in the above said multi storied building now known as "Lingham Ganges" situated on the Fourth Floor being Block -3, Flat No.J-IV, consisting of the super built up area of 1900 Square Feet (One Thousand Nine Hundred square feet) at the rate of Rs.3100/- (Rupees Three Thousand One Hundred only) Per Sq. Ft. the total consideration being Rs.58,90,000/- (Rupees Fifty Eight Lacs Ninety Thousand) only and Rs.2,00,000/- (Rupees Two Lacs) only for one car parking space and the Vendor hereto agreed to sell the above said flat situated on the Fourth Floor of Block-3 being Flat No.J-IV along with one car parking space on the ground floor at the above consideration and offer and acceptances meeting together constituted a contract in between the Vendor and the Purchasers.

K. **AND WHEREAS** the Purchasers abovenamed have inspected the location of the above said Apartment/Flat being Flat No.J-IV on the 4th Floor, Block-3 along with one car parking space on the ground floor properly described as per Second Schedule hereunder written and satisfied themselves about the Title Deeds, Plans and all other papers and documents and have also made all necessary and relevant enquiries about the nature right, title and interest of the Seller in the above said premises.

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

M. **AND WHEREAS** the Purchasers abovenamed through their legal advisor have inspected and satisfied themselves for the title deeds, plan, and all other papers and documents and also the self contained apartment in the

above said building "LINGHAM GANGES" and have also made all necessary and relevant enquiries about the nature of Right, Title and Interest of the Vendor in the above said premises and became fully satisfied.

N. **AND WHEREAS** the Vendor has agreed to sell and dispose off and the Purchasers have agreed to purchase and acquire ALL THAT piece and parcel of Flat No.J-IV situated on the 4th Floor of Block-3 consisting of super built up area of 1900 Square Feet surrounded by walls consisting of Four Bed Rooms, One Kitchen, Two Toilets, One Dining and One Hall along with one car parking space on the ground floor at Premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah - 711106 morefully described as per Second Schedule hereunder written.

O. **AND WHEREAS** the Vendor shall have always right of common areas, paths, and passages and other facilities including the community hall office along with the Purchaser and other Purchasers and/or occupiers of other flats in the said building but the roof of the said building "LINGHAM GANGES" shall be solely the exclusive property of the Vendor hereto and the Vendor shall have the right to make further constructions on the roof of the said building without any objections or hindrances by the Purchasers hereto subject however, according to the relevant Building Plan sanctioned by Howrah Municipal Corporation.

P. **AND WHEREAS** the Vendor abovenamed hereby agreed to sell/transfer its aforesaid flat along with one car parking space on the ground floor at a consideration of Rs.60,90,000/- (Rupees Sixty Lacs Ninety Thousand) only and the said Purchasers hereto agreed to purchase and acquire all absolute Right, Title and Interest of the Vendor in the aforesaid flat/apartment with one car parking space together with permanent hereditary right of use, occupation and ownership of the said apartment and the said agreed consideration is the true, fair and marketable value of the

aforesaid apartment and upon discussion as per above the Purchasers hereto have already made payment of Rs.14,61,632/- (Rupees Fourteen Lacs Sixty One Thousand Six Hundred Thirty Two) only by two cheques both drawn on Andhra Bank by way of earnest money/part consideration which the Vendor doth hereby admit and acknowledge as per the memo of consideration hereunder written and inter alia agreed to by the Vendor and Purchasers that the Purchasers shall make payment of balance consideration amount in the following manner :

PAYMENT SCHEDULE :

Booking amount	Rs. 5,00,000/-
Within 15 days of booking (less booking amount)	10%
Next 45 days.	20%
Foundation	5%
On or before completion of Ist slab casting.	7%
On or before completion of 2 nd Slab casting.	7%
On or before completion of 3 rd Slab casting.	7%
On or before completion of 4 th Slab casting.	7%
On or before completion of 5 th Slab casting.	7%
On or before completion of brick wall.	10%
On or before completion of plaster.	5%
On or before completion of flooring.	10%
On Possession.	5%

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

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

ARTICLE - I
DEFINITIONS :

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

(a) **THE VENDOR** : The Vendor shall mean M/S Sakshi Ganga Realtors Private Limited, represented by Sri Krishnendu Chowdhury the Director having his PAN CARD No. AABCO1179N (formerly known as M/S Orient Dealcom Private Limited) having its Registered Office at Premises No. 7A, Rani Rashmoni Road, Post Office -Taltala, Police Station-New Market, Kolkata-700013, District-Kolkata and its Successor or Successor-in-office, Executors, Administrators, Legal Representatives and Assigns.

(b) **THE PURCHASERS**: The Purchasers shall mean (1) SRI RAJESH KUMAR JAISWAL and (2) SMT. SARITA JAISWAL, and their Heirs and Successors, Executors, Administrators, Legal Representatives and Assigns.

(c) **PREMISES** : The Premises shall mean and include the said premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah - 711106 morefully described as per First schedule hereunder written.

(d) **BUILDING** : The building shall mean the said multistoried buildings being constructed at the said Premises named as "LINGHAM GANGES" as per the sanction Plan.

- (e) **UNIT** : The Unit shall mean and include the Flat/Apartment morefully and particularly described in the Second Schedule hereunder written.
- (f) **GARAGE OR THE PARKING SPACE** : The Garage or the Parking space shall mean the open car parking space to be provided in the covered space of the buildings sufficient for parking of any standard car.
- (g) **THE PLAN** : The Plan shall mean the Plans, elevation, designs, drawings and specifications of the building as prepared by the Architect and including the subsequent variations as approved and mentioned by the Howrah Municipal Corporation being sanctioned Plan No.BRC No. 102/13-14 dated 07.11.2013.
- (h) **COMMON PARTS** : The common parts shall mean and include lobbies, stair case, community hall if any, stair-way, passage, lifts, shafts, sub-Station, pump room, Machine Room and other facilities as are or may be required for maintenance of the management of the building and use more fully described as per the third schedule hereunder written and occupation of all the Units including the said Unit morefully and particularly described in the Second Schedule hereunder written but shall not include the roof/tear which shall remain the exclusive property of the Vendor with the full and absolute right to sell/transfer/alienate/let out or otherwise dispose of the same in the manner the Vendor may deem fit and proper.
- (i) **COMPANY/HOLDING ORGANISATION** : The Company/Holding Organisation shall mean and include Association, Syndicate, Society or Limited Company that may be formed by the Vendor and the Purchasers for common purposes and for the management of the said building.

(j) **COMMON PURPOSES:** The Common purposes shall mean and include the purposes of maintaining the said premises and the buildings and in particular the common parts and in meeting the common expenses and matters relating to mutual rights and obligations of the Vendor, Purchasers/Occupiers and Common use and enjoyment thereof.

(k) **THE UNDIVIDED SHARE :** The Undivided share shall mean the undivided share or interest in the said premises and in the common parts in the ratio that the area of the said Unit shall bear to the whole built up area of the said building.

(l) **MAINTENANCE AND SERVICE CHARGES :** The Maintenance and Service Charges shall mean and include the service and maintenance charges for the said Unit as may be incurred by the Vendor as described below :

- (i) For providing the services to the maintenance of the said building except the roof.
- (ii) For making such provisions for incurring expenses in respect of future provisions as the Vendor may in consultation with the Purchasers and all other Purchasers in the said building shall decide and settle.
- (iii) For the proportionate amount to be paid on account of the said maintenance and service charges.
- (iv) It is hereby also agreed to and decided upon by the Vendor and Purchasers that whenever any expenses or costs are mentioned to be paid/borne by the Purchasers hereto then the amount payable by the Purchasers shall be in proportion to the area of

the respective Units which will also include the proportionate area of the total common areas for the time being as already constructed or being constructed and completed in the said building.

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

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

ARTICLE - II.

COMMENCEMENT :

It is hereby agreed to and decided upon by the Vendor and the Purchasers that this Agreement is being executed on this the 14th day of December, 2017 and as such this Agreement shall be deemed to have commenced on and with effect from the same date this the 14th day of December, 2017.

ARTICLE - III

UNIT :-

(i) That it is hereby agreed to by and between the Vendor and the Purchasers that the Vendor has agreed to sell and the Purchasers have agreed to purchase and acquire the **ALL THAT** the self contained Apartment/Flat being No. J-IV, on the 4th Floor having super built up area in Block No.3 along with one car parking space on the ground floor properly described as per Second Schedule hereunder written situated at Premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah – 711106 within the Howrah Municipal Corporation containing by measurement having super built up area together with permanent hereditary and absolute right of use, occupation and ownership as per the provisions of law.

(ii) It is hereby also agreed to by and between the Vendor and the Purchasers that upon possession of the said Unit being made over to the Purchasers upon and payment of the full consideration money as per the terms contained herein the same shall absolutely belong to the Purchasers hereto but subject to the expressed terms and conditions so that the common parts/areas shall be used only for common purposes.

ARTICLE - IV.

CONSIDERATION :

It is hereby agreed to and decided upon by the Vendor and the Purchasers that the total consideration of the aforesaid apartment/flat being the said Unit along with one car parking space on the ground floor as in herebefore described the common parts and previlages as described in this Agreement has been fixed at Rs.60,90,000/- (Rupees Sixty Lacs Ninety Thousand) only which according to the Vendor and the Purchasers are the true, fair and marketable value of the aforesaid flat/apartment being the said Unit to be purchased and occupied by the Purchasers herein.

ARTICLE - V.PAYMENT:

1. It is hereby agreed to and decided upon by the parties hereto that the Purchasers hereto made and shall make payment of the agreed consideration being the value of the said Unit along with one car parking space on the ground floor amounting to Rs.60,90,000/- (Rupees Sixty Lacs Ninety Thousand) only on the dates as mentioned hereunder :

- (a) On or about 16th November, 2015 a sum of Rs. 7,79,537/- (Rupees Seven Lacs Seventy Nine Thousand Five Hundred Thirty Seven) only vide Cheque No.000021, Drawn on Andhra Bank being the earnest money before execution of the instant Agreement.
- (b) On or about 17th November, 2015 a sum of Rs. 6,82,095/- (Rupees Six Lacs Eighty Two Thousand Ninety Five) only vide Cheque No.000022, Drawn on Andhra Bank being the earnest money before execution of the instant Agreement.
- (c) Balance amount will be paid on diverse dates before the time of delivery of vacant possession of the said unit together with the regular water supply, regular electricity, supplying and running of lift and subject of availability of all facilities as agreed.

(2) It is hereby also agreed to and decided upon by the parties hereto that the Vendor shall be legally and duty bound to make completion of the said Unit by making regular supply of water and electricity, running of lift and installation of Generator in perfect working condition so that the

purchased flat shall be ready to occupation of the Purchasers and for their living and residential purposes and the Vendor will use all good quality materials or tiles in the castings of the said Unit. Further the Vendor shall make the existing floor of the said Unit lifted with good quality materials and with good quality teak wood and provided sanitary fittings of good quality in the bath room, the common stair case, passages, lobbies will also have good quality tiles or mosaic flooring the same and other items in the Unit shall be as per specifications mentioned in the relative Schedule hereunder written but the vendor will have no liability after the possession of the unit/flat is give to the Purchasers.

3. It is hereby specifically agreed to and decided upon by the parties hereto that after completion of the said Unit the total area comprised in the said Unit on the Fourth floor of the said Premises shall be properly surveyed and duly certified by the Chartered Surveyors or Architect appointed by the Vendor and such certification about the measurement of the area covered by the said Unit shall be final, conclusive and binding on the Purchasers and the Purchasers hereto shall not be entitled to challenge, question or dispute the same on any ground whatsoever if upon issue of such certificate it be found that the area comprised in the said Unit is less or more than the area mentioned herein, then in that event the price payable by the Purchasers to the Vendor shall be proportionately reduced or increased as the case may be and the Vendor and the Purchasers shall do the needful accordingly.

4. It is hereby specifically agreed to and decided upon by the parties herein that if the Purchasers fail and neglected to make payment of any of the installments or any breach being committed by the Purchasers of the terms and conditions as mentioned herein or due to non-observance thereof then in that event this Agreement shall at the option of the Vendor will come to an end and the amounts by way of part consideration so paid by the

Purchasers upto that time shall be liable to be refunded by the Vendor to the Purchasers but in that event the Vendor shall be entitled to recover an amount equal to 10% of the consideration amount by way of liquidated damages to be paid by the Purchasers to the Vendor and after that the Purchasers shall have no claim against the Vendor in respect thereof or in respect of the said Unit or any other account whatsoever or howsoever and vice versa.

5. Side by side it is hereby agreed to and decided upon by the parties hereto that if the Purchasers makes payment of the consideration according to the schedule of the payment then the vendor shall to deliver possession of the said Unit/Flat to the Purchasers on or before the 31st day of December, 2017 further 6 months Grace period for any.

ARTICLE – VI

POSSESSION:

1. It is hereby agreed to and decided upon by the parties hereto that the possession of the said Unit shall be given by the Vendor to the Purchasers only by 31st day of December, 2017 with simultaneous payment of the balance consideration money by the Purchasers to the Vendor and the Purchasers shall be legally entitled to the certificate issued by the Surveyors or the said Architect or competent authority with regard to the completion, measurement of area and finishing of the said Unit and the Notice to that effect shall be served by the Vendor to the Purchasers.

2. It is hereby expressly declared by the Vendor and accepted by the Purchasers that the Vendor shall deliver vacant possession of the said Unit after completion and finishing etc. to the Purchasers on or about 31st day of December, 2017 simultaneously on payment of full consideration and subject to the fulfillment of conditions as agreed to by the Vendor and the Purchasers.

ARTICLE - VII**PURCHASERS OBLIGATION AND COVENANTS :**

1. The Purchasers hereto hereby covenants with the Vendor that the Purchasers shall not claim any right or authority whatsoever in respect of other premises or adjoining building already constructed at Premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah - 711106, Flat No. J-IV, Block No.3, on the 4th Floor consisting of super Built up area of 1900 Square Feet being surrounded by walls consisting of Four Bed Rooms, One Kitchen, Two Toilets, One Dining and One Hall along with one car parking space on the ground floor at the above premises morefully described as per Second Schedule hereunder written.

2. That the Purchasers shall not claim any right over the said premises except the undivided share therein or other parts in the said building except the right of the common use of the common parts and other Units not granted to the Purchasers and the Purchasers hereby covenants with the Vendor that they are entitled to use the terrace for the purpose of making further construction on the roof or terrace for any other purposes but not for hoarding of explosive materials or for advertisement of any type of Club, Restaurant, School or for Public Meeting for Marriage purposes except for the marriage or religious ceremonies of the purchasers family and/or other Purchasers.

3. That the Purchasers hereby further covenant with the Vendor they will not do any acts or deed or thing whereby the Vendor may be prevented from selling assigning or disposing of any other portions of the said building at the said premises only for residential purposes except the Unit being purchased by the Purchasers hereto.

4. That the Purchasers hereby covenants with the Vendor that the Purchasers shall not object or interfere with the right of the Vendor to allow the Ground Floor of the said Building to be used as an office only but not for the purpose of any factory or for manufacturing purposes or for keeping any factory or for machines or heavy materials or godown for keeping heavy dangerous explosive materials.

5. That the Purchasers hereby gives covenant to the Vendor that they will not store or allow to be stored any articles or materials or any goods in the landings, lobbies and other common parts of the said building.

6. That the Purchasers hereby covenant to the Vendor that the Purchasers shall pay regularly every month by the 7th day of each month in advance to the Vendor the proportionate share of the maintenance and service charges and other liabilities mentioned in the Fourth Schedule that may be accrued from the date of taking possession of the said Unit and the said payment shall be paid by the Purchasers to the Vendor until the transfer of the management of the said premises is made by the Vendor in favour of the Holding Organisation.

7. That the Purchasers hereby gives covenant to the Vendor that the Holding organisation in which the Purchasers shall be one of the prospective members shall absorb all the members of the staff and employers with continuity of service on the same terms and conditions with the Vendor and the evicting benefits of the staff and employees shall not be curtailed after the management of the said building shall be transferred to the Holding Organisation.

8. That the Purchasers shall pay the proportionate costs of the Generator at the time of taking possession of the said Unit provided the Generator is installed and is in working condition.

9. That the Purchasers hereto hereby covenant with the Vendor that the Purchasers shall bear all the costs for the stamps as required for Registration of Conveyance for Sale of the said Unit and also the all and every aspect or Registration charges to be made in the office of the Registrar of Assurances, Calcutta or elsewhere and other incidental charges as may be required to be done for the purpose of Registration.

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

ARTICLE - VIII.

MAINTENANCE AND SERVICE CHARGES :

1. It is hereby expressly declared and agreed to by both the Vendor and the Purchasers that the Vendor will control the Management and Administration of the said building and will realize the outgoings and charges from the Purchasers and will make disbursement of payment for all and every item related to the maintenance of the said building including the salaries of the Staff and other employees and other related matters until such time the Vendor shall transfer and make over the control and management of

the said building to the Holding Organisation and the Purchasers shall not have any objection to the right of the Vendor hereto provided however the Vendor shall not disregard any suggestion, advices etc. as may be given by the Purchasers provided however majority among all Purchasers of all separate Units in the said Building shall be binding upon the Vendor.

2. It is agreed to by the Vendor and the Purchasers that the right and authority of managing the said building shall vest in the Vendor himself subject to what is stated in clause (i) above said and the control and management shall be transferred to the Holding Organisation after it comes into proper legal effect being a legal entity so authorized to manage the affairs of the said building and the responsibility of forming the Holding Organisation for the said purpose rest entirely with the Vendor hereto and the Purchasers as a whole shall accord Co-operation to this aspect initiated by the Vendor.

ARTICLE - IX.

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

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

ARTICLE - X.

USE AND OCCUPATION :

1. It is hereby agreed to and decided upon by the Vendor and the Purchasers that upon possession of the said Unit being delivered to the Purchasers they shall be entitled to use and occupation of the said Unit and after possession of the Purchasers, shall have no claim against the Vendor regarding any defects in any items of works of construction of the said Unit or on any account connected with the said building and as such the Purchasers hereby irrevocably accepted the report of the Architect of the said building as final and no demur, protest or disputes or any objections shall be entertained so far the quality and specifications of materials and workmanship are concerned and the said report of the Architect shall be conclusive final and binding on the Purchasers save that any leakage of water or dampering of the Ceiling or Walls or any other portion of the said Unit, occurring within one year of the date of possession shall be completely removed by repair by the Vendor at the costs of the Vendor.

2. That the Purchasers shall not be authorized to store in their Apartment any goods or any materials of hazardous or explosive nature or of any nature being too heavy to effect the construction.

3. It is hereby further agreed to by and between the Vendor and the Purchasers that the Purchasers shall not be authorized to make any addition in the external part of the said building Unit or any part thereof to view and examine the conditions of the said Unit thereof but in that case the Vendor shall cause 7 days prior notice to the Purchasers unless and emergency demands that the Vendor is required to inspect the said Unit instantly.

ARTICLE-XI.

DEFAULT IN PAYMENT OF MAINTENANCE AND SERVICE CHARGES :

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

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

ARTICLE - XII.

DOCUMENTATION :

1. It is hereby agreed to and decided upon by the Vendor and the Purchasers that the Purchasers will abide by the bye laws and Constitution of the Holding Organisation and till such organization comes into existence the Purchasers shall save what is mentioned in this Agreement abide by the decision of the Vendor in the management of the said building and the said Unit.

2. It is hereby further agreed to and decided upon by the Parties hereto that the relative Deed of Conveyance shall be drawn by the Lawyers on behalf of the Vendor and approved by the Purchasers' Advocate and such Deed of Conveyance in respect of the said unit shall be executed the Office

of the Registrar of Assurances of Calcutta or in any relevant Registry Offices in term of the instant Agreement for Sale.

3. It is hereby also agreed to and decided upon by the parties hereto that the costs of the documentations excepting Agreement for Sale or Conveyance but including bye-laws of the Holding Organisation or any other document to be executed between the Vendor and the Purchasers shall be borne by all the Purchasers themselves on pro rata basis but the cost of non-judicial stamps and registration charges and all other incidental expenses so incurred or to be incurred shall be borne by the Purchasers in case of Conveyance only but for other documents as agreed on pro-rata basis and the Vendor shall not be concerned with the same in any manner whatsoever.

ARTICLE - XIII.

1. It is hereby agreed to and decided upon by the parties hereto that the Vendor shall provide at their costs the fixtures and fittings amenities in the said Unit and building as mentioned in the fifth Schedule herein under written.

2. It is hereby further agreed to by the Vendor and the Purchasers that the Vendor are fully authorized to sell, transfer dispose of alternate or lease out all or any parts of the said building to anybody else save and except the said Unit to be occupied by the Purchasers hereto and more particularly the particular act of the Vendor does not effect the right of the Purchasers in any manner whatsoever.

3. It is hereby categorically agreed to by the Vendor and the Purchasers that if any sum remains due and payable by the Purchasers to the Vendor by virtue of this Agreement then in that case the Vendor shall have first lien and charges over the said Apartment agreed to be occupied and

purchased by the Purchasers herein and that lien/charges shall remain continued till such payment remains due.

4. That it is hereby agreed to by the Vendor and the Purchasers that the Purchasers after the payment of full consideration money shall quietly and peacefully hold, possess, occupy and enjoy the said Unit situated at Plot No.1, Sreemani Bagan Lane, P.S. Golabari, Howrah – 711106, Flat No.J-IV, Block No.3, on the 4th Floor consisting of Super Built up area of 1900 Square Feet surrounded by walls consisting of Four Bed Rooms, One Kitchen, Two Toilets, One Dining and One Hall along with one car parking space on the ground floor at the above premises morefully described as per Second Schedule hereunder written without any let hindrance claim denial demand interruptions or evictions by the Vendor for any other person whomsoever lawfully and equitably claiming through under or entrust for the Vendor subject to payment by the Purchasers of all taxes, assessment, charges duties or calls made by the appropriate authority either Revenue or Local authorities in respect of the said unit and the land from the date of possession on 31st day of December, 2017.

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

ARTICLE – XIV.

JURISDICTION :

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

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

- On the North** : By 1/1, Srimani Bagan Lane.
On the South : By 10'-0' Pucca road known as Srimani Bagan Lane.
On the East : By 12'-0 Pucca road known as Srimani Bagan Lane.
On the West : By 84P, Bhairab Dutta Lane, Howrah.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of self contained Flat lying and situated at Premises No.1, Sreemani Bagan Lane, P.S. Golabari, Howrah – 711106 being Flat No.J-IV, Block No.3, on the 4th Floor consisting of covered and super Built up area of 1900 Square Feet surrounded by walls consisting of Four Bed Rooms, One Kitchen, Two Toilets, One Dining and One Hall along with one car parking space on the ground floor at the above premises morefully described as per First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(COMMON PARTS).

1. Stair case on all the floors.
2. Stair case landings and lift landings on all floors.
3. Lift wall.
4. Lift plant installation.
5. Lift Room.
6. Common passage and lobby on the ground floor excepting car parking area, if any.
7. Water Pump, Water Tank, Water pipes and common plumbing installation.
8. Transformer electrical wiring meters generator and fittings (excluding those as re-installed for any particulars Unit).
9. Drainage and Sewerage.
10. Pump House.
11. Boundary Walls and Main Gates.
12. Fire Fighting, Fire Protection.
13. Such other common parts, areas, equipments, installations fixtures, fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the Units in common and are specified by the Seller/Vendor expressly to be common parts after construction of the building but excluding the roof and/or terrace.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

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

THE FIFTH SCHEDULE ABOVE REFERRED TO :

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

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

SIGNED SEALED AND DELIVERED
AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1.

Krishnendu Chowdhury (Director)
For M/S Sakshi Ganga Realtors Private Limited
VENDOR

2.

(1) SRI RAJESH KUMAR JAISWAL

(2) SMT. SARITA JAISWAL
PURCHASERS

Prepared in my office and
Identified by me.

Advocate.

RECEIVED of and from the within mentioned Purchasers an amount of Rs.14,61,632/- (Rupees Fourteen Lacs Sixty One Thousand Six Hundred Thirty Two) only being part consideration against total consideration of Rs.60,90,000/- (Rupees Sixty Lacs Ninety Thousand) only in respect of the Purchasers Unit as mentioned in Second Schedule of this Agreement for Sale. Rs. 14,61,632.00

Total - Rs. 14,61,632.00

(Rupees Fourteen Lacs Sixty One Thousand Six Hundred Thirty Two) only.

MEMO OF PAYMENT OF PART CONSIDERATION.

Vide Cheque Nos.000021 and 000022, dated 16.11.2015 and 17.11.2015 respectively, both drawn on Andhra Bank, amounting to Rs.14,61,632/- (Rupees Fourteen Lacs Sixty One Thousand Six Hundred Thirty Two) only in favour of Vendor M/S Sakshi Ganga Realtors Private Limited (formerly known as M/S Orient Dealcom Private Limited), represented by its Director Krishnendu Chowdhury. Rs. 14,61,632.00

Total = Rs. 14,61,632.00

(Rupees Fourteen Lacs Sixty One Thousand Six Hundred Thirty Two) only.

WITNESSES:

1.

Krishnendu Chowdhury (Director)
For M/S Sakshi Ganga Realtors Private Limited
VENDOR

2.