(19844753) 20



পশ্চিমর্কাণ पश्चिम बंगाल WEST BENGAL

14AB 974325

AGREEMENT FOR SALE

This AGREEMENT TO SALE ("Agreement") is entered into on this 9th day of March 2018 at Kolkata

BY AND BETWEEN:

FIRST PARTY - TRIMLINE DISTRIBUTORS AND MANAGEMENT PVT. LTD. (PAN: AABCT16490) a company duly incorporated under the companies Act, 1956 having its registered office at 6th Floor, S W Block, Vishwakarma Building, 86C Topsia Road (S), Police Station - Topsia & Post Office - Govinda Khatik Lane, Kolkata - 700046, BHATTER INFRASTRUCTURE PVT. LTD. (PAN: AAECB2897B) a company duly incorporated under the companies Act, 1956 having its registered office at 6, Bishop Lefroy Road, Flat 14/1, Paul Mansion, Police Station - Bhawanipore & Post Office - L.R Sarani, Kolkata - 700 020, ASHIANA VINIMAY PVT. LTD. (PAN: AACCA5980C) a company duly incorporated under the companies Act, 1956 having its registered office at 1/1A, Vansittart Row, 2nd floor, Room No. 8, Police Station - HARE STREET & Post Office - GPO, Kolkata - 700001, M/S. KAILASHDHAM COMMERCIAL PVT. LTD. (PAN: AAFCK4252N) a company duly incorporated under the companies Act, 1956 having its registered office at 35A, Chetla Central Road, Police Station & Post Office - Alipore, Kolkata- 700027, hereinafter referred to as the "OWNERS", (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the FIRST PART.











No	320	Dt. 56/3/	18	1	VI
Name			SEN AGE I	URMAN	
Addres	(A)	~ (*35 CM	7.64	
Vendor.	() <u>/</u> /	-,h	Contral	Rost.	

L. K. DAS Licenced Stamp Vendor Alipore Criminal Court

AND

SECOND PARTY - NEW AGE NIRMAN LLP, AN LLP (PAN: AALFN9950F) it is duly incorporated under the LLP Act, 2008 having its registered office at 35, Chetla Central Road, Police Station & Post Office - Alipore, Kolkata - 700027, duly represented by its partner/s namely MR. SHRIVATSA KHEMKA (PAN: ASFPK3490D), MR. SHRIYAGYA KHEMKA (PAN: BXTPK9451J), both are son of Mr. Shrivardhan Khemka, and MR. SHRIVARDHAN KHEMKA (PAN: AFXPK4194H), son of Mr. Sohanlal Khemka, all are by faith Hindu, by Occupation Business, by Nationality Indian, residing at 15D Raja Santosh Road, Police Station & Post Office - Alipore, Kolkata - 700027, hereinafter referred to as the "DEVELOPER", (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the SECOND PART.

AND

THIRD PARTY — MR. SANDUPAL DUTTA (having PAN: AFEPD4793G), son of Mr. Kamalendu Dutta, by Occupation Service, by faith Hindu, by Nationality Indian, residing at 452/A, Jadav Ghosh Road, Sarsuna, Behala, Kolkata — 700061, hereinafter referred to as 'Purchaser' (which term shall unless repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, successors, legal representatives, executors, administrators and permitted assigns) of the THIRD PART.

"Parties" shall mean collectively the Owner/Developer and the Purchaser and "Party" means each of the Owner/Developer and the Purchaser individually.

"Purchaser" shall mean and include in case of a Company its successors and successors in interest, in case of a partnership firm established under the Indian Partnership Act, 1932 its partners of the firm for the time being and their successors, in case of a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office.

WHEREAS:



A. The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to diverse piece and/or parcel of land comprised in Mouza Bhasa, J.L. No.20, Touzi No.14, situated at Bishnupur, South 24 Parganas.



- B. The Owners intend to develop the land and approached the Developer for the purpose and the Developer has devised a scheme to develop a Township Project consisting of Premium Residential Accommodation in a phased manner.
- C. The Owners and the Developer have entered into a Development Agreement 09.05.2016 registered before the Additional Registrar of Assurances I, Kolkata and recorded in Book No. I, Volume No. 19012016-2016 Pages 125973 to 126077 being No. 190103685 for the year 2016.



D. The Project has been named "Swayam City" and the scheme of Swayam City has been devised in such a manner that the project will be divided into distinct identifiable Phases to be earmarked on the basis of Occupancy/Unit/s Type.



E. A part of "Swayam City" has been identified and demarcated as Phase IA which shall comprise of Ground Plus upper Blocks having contemporary self-contained Apartments lying at or upon the premises as detailed in SCHEDULE I hereunder written and/or described.





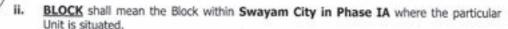
- F. The Purchaser has gone through the scheme of Swayam City and understands that the land described in Schedule–I hereunder is only one of the phases of Swayam City and agrees that the Owner/Developer herein has reserves its right to integrate the other phases of Swayam City and/or acquire further land adjacent/adjoining/contiguous to the project and /or enter into suitable arrangements with the owner of such further land adjacent/adjoining/contiguous and to make the same a part and parcel of <u>Swayam</u> City.
- G. The Purchaser, being desirous of purchasing a Flat/Unit being Unit No. 08, on the 3rd Floor measuring 620 square feet (super built up area) in Block No. B-1 to comprise at or upon a piece and parcel of Land described in the First Schedule and has already applied to the Developer by prescribed Application dated 08-01-2018 for provisional allotment of the Unit (detailed and defined in SCHEDULE II). The said Application Form shall form part of this Agreement.
- H. The terms and conditions required to be observed for use and occupation of a Unit at Swayam City is detailed and mentioned in SCHEDULE – V hereinafter.
- I. At or before entering into this Agreement the Purchaser has satisfied himself about the title of the Owners and the Developer's right to develop the Project and /or the rights reserved by the Developer and /or the modalities of sale and transfer of the Unit and /or Specifications of the Unit/s and /or the design, concept and Scheme of things of Swayam City.

NOW, THEREFORE, in consideration of the missives, mutual agreements, covenants, representations and warranties set forth in the Agreement, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

In the Agreement, the following terms shall have the following meanings assigned to them below:

i. <u>ARCHITECT</u> shall mean Rajeev Agarwal or such other person, firm or firms, company or companies whom the Developer may appoint from time to time as the Architect of the Project.



iii. PLAN shall mean the plan sanctioned/approved by the authority concerned and shall include any modification and/or alterations thereto and the Purchaser hereby consents to the same.

 CANCELLATION CHARGES shall be all such charges to be levied in the case of cancellation by the Purchaser or the developer as the case may be and shall include deductions to be made along with cancellation charges being but not limited to Sale Price, Club Charges, Holding Charges (if any), interest on delayed payments, any

interest paid, due and/or payable and any other dues.

v. CLUB shall mean the club and /or recreational facilities intended for use of the Purchasers of Unit/s in Swayam City on such terms and conditions, consideration and user charges attached thereto as may be decided by the Developer.

vi. COMMON AREAS shall mean those parts and portions of the block or those parts and portion of Swayam City earmarked as common areas and comprising common facilities. The ownership of such common areas intended for the common use and is not intended to be sold transferred or conveyed and the same are retained by the Developer inter-alia for the purpose of common areas and facilities of Swayam City.





- EFFECTIVE DATE shall mean the date of execution when the Agreement comes into force.
- viii. FORCE MAJEURE EVENTS shall include the following: (a) Act of war or hostilities of any kind (b) Riot, commotions or other civil disorders (c) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including (d) Any act, regulation or restraint constituting a change in Any failure by competent authority renew any license, grant any certificate, permit or clearance within reasonable time (other than for cause) after application having been duly made or the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority (g) Any local issues which may hamper the implementation of the Project (h) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements (i) Epidemic, famine or plague (j) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof (k) Strike, lockout or other labour difficulties or (I) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project.
- ix. HOLDING CHARGES shall have the meaning assigned to it.
- x. MAINTENANCE COMPANY shall mean the organization responsible for providing maintenance services at <u>Swayam City</u> which could be a division, associate or company of the Developer.
- xi. PARKING SPACE shall mean the Parking Space (open or covered) and intended to be exclusively enjoyed by the Purchaser and to be sold and transferred along with the Unit on the consideration and on such terms and conditions as framed by the Developer.



SALE PRICE shall mean sale price of the Schedule – II Unit as specified in **SCHEDULE III** comprising the base price of the Schedule – II Unit.



<u>UNDIVIDED INTEREST</u> shall mean the undivided, proportionate, indivisible and impartible share in the Land comprised directly underneath the block where the Unit intended to be purchased is situated.

<u>UNIT</u> the expression so far as the Purchaser herein is concerned and /or the unit intended to be purchased shall mean the unit as described in <u>SCHEDULE - II</u> and where the context so requires shall also mean other Unit/s at "<u>Swayam City</u>".



Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa. Words in singular shall include the plural and vice versa. Reference to a gender includes a reference to all other genders. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted, Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement, and The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2.COVENANT FOR SALE AND PURCHASE

 The Developer shall sell and the Purchaser shall purchase the Unit/s as detailed in <u>SCHEDULE II</u> herein below subject to fulfillment of the terms and conditions.

ARTICLE 3. PAYMENT OF CONSIDERATION / SALE PRICE

Basic Rate per Sq. Ft Rs. 2900/-Effective Rate Per Sq. ft after Discount Rs. 2683/-



The Purchaser shall pay to the Developer the agreed consideration of Rs. 16,63,460/- Rupees Sixteen Lakh Sixty Three Thousand Four Hundred Sixty Only (Plus Tax As Applicable) in the manner stipulated in the payment schedule contained in SCHEDULE III of this Agreement.



- ii. Where the payment of installments is linked to construction, the Developer may issue notices from time to time ("Payment Notices") for payment of the installments on completion of each stage of construction.
- iii. The decision of the Architect (appointed by the Developer) about the progress of the project shall be final and binding on the Purchaser and the Developer. The decision of the Architect with regard to the final measurement of the <u>SCHEDULE II</u> Unit shall be final and binding and the sale consideration shall be revised consequent to the final measurement and the purchaser shall be liable to make payment of the same without any reservation whatsoever.
- iv. All payments shall be made by Cheque/Draft/RTGS/NEFT/DD payable in favour of the Developer and shall be considered to have been received by the Developer only when the amount is credited in the account of the Developer.

ARTICLE 4. CANCELLATION

- i. Any delay or default on the part of the Purchaser to pay the amounts payable by him to the Developer under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Purchaser and if the default continues for a period of 3(Three) months the Developer shall be entitled to cancel the agreement. This is for the demands raised after receiving of agreement money.
- ii. The Developer shall be entitled to adjust/appropriate payments made by the Purchaser first against any interest payable or due or any outstanding dues under any head(s), if any then remaining unpaid by such Purchaser, and then towards the installment/charges and the Purchaser shall be deemed to have authorised the Developer to do so and, undertakes not to object to such adjustments made by the Developer.



iii. Cancellation by Developer: In the event of the Purchaser committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Developer for rectification/remedy of the default within a period of 15 (Fifteen) days, if the Purchaser fails to rectify such breach to the satisfaction of the Developer, the Developer shall be at liberty to cancel this agreement after adjusting (a) cancellation charges fixed @10% of the total sale price (b) deduction of the overdue interest (c) Sell the Schedule – II Unit to any other Purchaser without reference to the Purchaser herein on such terms and conditions as the Developer may deem fit. It being agreed that Developer shall not be liable to refund the amounts which are non-refundable in nature, such as extras, applicable taxes, payments against any additional works done by the Developer, providing better

finish in the Unit of the Purchaser etc.



Cancellation by Purchaser: If at any time after the Effective Date, the Agreement is cancelled by the Purchaser, the Developer shall be at liberty to: (a) forfeit from the amounts till then paid by the Purchaser, an amount equal to the Cancellation Charges by way of agreed liquidated damages being fixed @10% of the total sale price and refund the balance (if any) to the Purchaser without interest (b) deduction of the overdue interest and (c) sell the Schedule – II Unit to any other purchaser without reference to the Purchaser on such terms and conditions as the Developer may deem fit. It being agreed that Developer shall not be liable to refund the amounts which are non-refundable in nature, such as extras, applicable taxes, payments against any additional works done by the Developer, providing better finish and /or any reasonable expenses or losses incurred in so doing will be deducted from the refunded amount.



The Developer may at its discretion condone (without being obliged) such delay if the Purchaser tenders valid draft for all the amount in arrears along with interest calculated SBI PLR plus 2% compounded rate per annum and upon the satisfaction of the Developer if the defaults are rectified and the Purchaser assures to act and observes the Purchaser's obligations terms conditions and covenants. The decision of the Developer shall be final and binding on the Purchaser and the Purchaser agrees to the same.





ARTICLE 5. CONSTRUCTION

- i. The Developer shall construct the Schedule II Unit in accordance with the plans and designs approved by the authorities concerned and as per the specifications and particulars of construction contained in SCHEDULE IV.
- The Purchaser understands & acknowledges that, during the course of construction of <u>Swayam City</u> certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the Developer. Further, job conditions on the Project may require certain changes, deviations or omissions, or Developer may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of Swayam City and /or the Project. Any changes, additions, deviations or omissions recommended by the Developer, the Architect or governmental authorities at <u>Swayam City</u> are hereby authorized by the Purchaser.
- iii. The Purchaser further agrees that the Developer shall be entitled to undertake additional construction in accordance with law and for the purpose the Purchaser has duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same. The Purchaser understands that the undivided proportionate share of land shall be vary and/or reduce accordingly and has agreed to accordingly relinquish all rights to object to the same.
- iv. The Purchaser shall not raise any objection as and when the Developer must not obstruct the entry of natural air, light and zeroing other health hazards erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place / location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc. and for the purpose not to block the free access to any/all such installations.

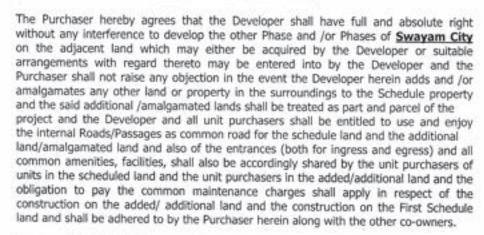


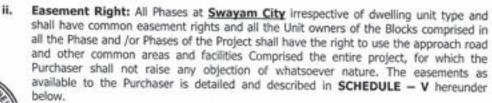
ARTICLE 6. PARKING SPACE

The Unit described in Schedule – II Unit shall have No designated Parking Space on the Stilt Level.



ARTICLE 7. DEVELOPMENT OF FURTHER PHASES AND PHASES & INTEGRATION OF PROJECT













ARTICLE 8. THE CLUB

- i. The Developer proposes to provide a Club for the use of Purchasers of units at "Swayam City" and the Purchaser shall have the right to use the same in common with the purchaser of other unit at without claiming any share/ ownership/ title /interest therein. The Purchaser shall not have any right to use and enjoy the other club/s within the precincts of Swayam City.
- ii. Club membership: The membership of the Club shall be in the name of individual residents of Swayam City (i.e. no corporate membership). However, if the owner of a Unit is other than an individual, it will be required to nominate the occupier of such Unit, who, for all purposes, will be treated as the member of the Club. The Membership of the Club is compulsory for purchasers of Unit/s only.
- iii. The Purchaser of a Unit shall become a member of the said Club and each member shall have the right of use the Club and its facilities on payment of Charges and Observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club.
- iv. The membership eligibility of the Club for non unit purchasers shall be decided by the Developer and the Purchaser has waived its right to raise any objection for any matter relating to the Club and the limited right of the Purchaser shall be user right of the club facilities only on payment of applicable charges.
- v. The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course before or after the Club is made operational. The Purchaser shall abide by the said rules and regulations.
- vi. Running of the Club: The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as Developer may decide.
- vii. Club Charges: The Club Membership Charges shall be as stated in Part I of SCHEDULE VII. In addition to this one-time payment, usage based charges including annual/monthly membership fees and /or subscription charges and /or operational costs/charges and /or additional facility charges shall be determined by the Maintenance Company and/or any other person as may designated by the owner, developer from time to time.
- viii. The facilities and amenities available at the club are detailed in Part II of Schedule VII. The Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club.

ARTICLE 9. HANDING OVER OF POSSESSION

i. Expected possession time: Based on the present plans and estimations, the Developer endeavors to complete construction of the Schedule – II Unit and hand over possession thereof to the Purchaser within 36 months from the Effective Date. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Schedule – II Unit on the aforesaid date, if the Purchaser makes default in making payment and also if the completion of the Schedule – II Unit is delayed on account of: Force Majeure Events; including (i) any delay in payments stipulated in this Agreement by the Purchaser; (ii) any delay in obtaining any approval, sanction of the authorities concerned; (iii) any delay due to any order, notification of authorities concerned; (iv) any delay in obtaining electricity and/or water connections; and (v) any default by the Purchaser of the terms and conditions of this Agreement. In case of delay in delivering possession, the Developer shall be allowed a grace period of 6 (six) months. Beyond that the Developer will pay interest as per SBI PLR plus 2% of the paid sum till possession.



- ii. Condition precedent: The Purchaser shall not be entitled to the possession of the Schedule – II Unit until payments of Sale Price and other charges, expenses or deposits due to the Developer under this Agreement have been cleared in full, regardless of whether work in other Units and in common areas or facilities and amenities has been completed or not.
- iii. Mode of giving possession: The Developer shall serve upon the Purchaser a notice in writing ("Possession Notice") to take over possession of the Schedule II Unit within 15 (Fifteen) days ("Possession Period") from the date of the Possession Notice. Upon the Purchaser complying with all provisions, formalities, documentation, etc. as may be prescribed by the Developer in this regard and provided the Purchaser is not in default of any of the terms and conditions of this Agreement. The Possession Notice shall be sent by registered post or by E-Mail or by facsimile to the Purchaser.
- iv. Deemed Possession: -It is understood by the Purchaser that even if the Purchaser fails to take possession of the Schedule II Unit within the Possession Period, the Purchaser shall be deemed to have taken possession on the 15th day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Purchaser takes physical possession of the Schedule II Unit, will be deemed to be the Possession Date and shall be liable for all costs and outgoings in respect of the said unit.
- v. No Delay: It is understood by the Purchaser that non operation of the Club or any of the facilities shall not be deemed as delay in handing over the possession of the Schedule – II Unit and the Purchaser shall take possession of the Schedule – II Unit whenever the same is offered for possession by the Developer in accordance with this Agreement.



- vi. Responsibilities: On and from the Possession Date the Schedule II Unit shall be at the sole risk and cost of the Purchaser and the Developer shall have no liability or concern thereof. The Purchaser shall become liable to pay the Maintenance charges as may be decided by the Developer in respect of the Schedule II Unit and the Common Areas and facilities on and from the Possession Date, All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the Undivided Interest shall be paid and borne by the Purchaser proportionate to his interest therein and those relating only to the Schedule II Unit shall be borne solely and conclusively by the Purchaser, with effect from the Possession Date. All other expenses necessary and incidental to the management and maintenance of Swayam City.



vii. Holding Charges: In case the Purchaser fails to take possession of the Schedule – II Unit within the Possession Period, the Purchaser shall be liable to pay to the Developer holding charges @ Rs 10,000/- (Rupees Ten Thousand) per month ("Holding Charges"). In any event, if the possession is not taken by the Purchaser within 3 (Three) months from the Possession Notice, the Developer shall have the right to cancel this Agreement in the manner as detailed in Article 4. v. herein above.



The purchaser taking possession of the Unit shall be deemed to have fully satisfied himself/herself/itself in all respects including quality of construction, materials used, measurements etc and agrees not to raise any objection with regard thereto.

ARTICLE 10. DEPOSITS AND EXTRAS:

i. The Purchaser herein shall also pay to the Developer herein the interest free deposits and non refundable additional payments as mentioned, explained, enumerated, provided and given at and under <u>SCHEDULE VI clause d</u>) hereunder written and/or given. The amounts of the additional payments and deposits shall be paid by the Purchaser/s herein within 7 days of the respective demand for the same on or before the date of possession whichever is earlier. The Additional Payment and the deposits are an integral part of the transaction and non-payment/delayed payments shall entitle the Developer to terminate the agreement at its discretion.



ARTICLE 11. REGISTRATION

- i. The Sale Deed for sale of the Schedule II Unit will be executed and registered in favour of the Purchaser after the Schedule II Unit has been constructed and all payments then due and payable by the Purchaser to the Developer stands paid by the Purchaser. The Developer shall serve upon the Purchaser a notice in writing for execution and registration of the Sale Deed on or within a date to be notified in such notice and the Purchaser shall abide by the same.
- ii. The Sale Deed of the Schedule II Unit shall be drafted by the Advocates of the Developer A. K. Chowdhary & Co of 10 Old Post Office Street, First Floor, Room No. 21 Kolkata 700001, and shall be in such form and contain such particulars as may be approved by the Developer. No request for any changes whatsoever in the Sale Deed will be entertained by the Developer unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- iii. The stamp duty, registration charges shall be as assessed by the Registering Authority. Legal fees of the Schedule II Unit and all other costs of and incidental to the execution of this Agreement and the Sale Deed and other documents to be executed in pursuance thereof shall be borne by the Purchaser as ascertained and fixed by the Developer. The same shall be paid by the Purchaser within 90 days from the date of demand by the Developer prior to the execution of Deed of Conveyance. In the event of any delay to pay the same the Purchaser shall render himself liable to pay Rs. 15000/- (Rupees Fifteen Thousand) Only per month after the said 90 days as stated above.
- iv. Assignment/Nomination by the Purchaser: It is declared and confirmed that the Purchaser shall not be entitled to transfer/assign the benefits of this agreement in favor of any third person (s) without obtaining the prior written approval of the Developer, provided however such approval shall not be unreasonably withheld subject to (i) the payment of a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) plus applicable taxes to be paid by the Purchaser to the Developer as charges/pre-determined damages for such transfer/assignment/nomination, (ii) consent from the Bank/ Financial Institution from which the Purchaser has obtained home loan finance and/or financial assistance (if applicable) and (iii) expiry of 24 months (lock-in period) from the date of this Agreement during which it is agreed that the Purchaser shall not be entitled to seek permission of the Developer/ Vendor for any assignment/nomination. In the event of such transfer/assignment/ nomination, the assignee/nominee shall be obliged to fulfill and observe all the covenants and obligations of the Purchaser under this Agreement, including those that remain unfulfilled by the Purchaser even retrospectively at the time of such assignment/nomination.
- v. The PURCHASER shall pay Rs. 5,000/- Rupees Five Thousand Only (Plus Tax As Applicable) towards Legal Charges and a further amount of Rs. NIL towards miscellaneous expenses and out of pocket expenses Rs. NIL shall be paid on the signing of this agreement and the balance amount of Rs. 5,000/- Rupees Five Thousand Only (Plus Tax As Applicable) shall be paid on or before execution of the Deed of Conveyance in favour of M/S. New Age Nirman LLP.
- vi. No objection from Banks etc. In case of the Purchaser taking loan from any Bank/ Financial Institution, the Sale Deed in favour of the Purchaser shall be executed only upon the Developer receiving 'No Objection Certificate' from such Bank/ Financial Institution and the Sale Deed shall be handed over to the lending institution, if so required by them.









ARTICLE 12. COMMON AREAS AND BASIC FACILITIES AND AMENITIES

- i. The Purchaser together with all other Purchasers of Unit/s in the Project shall have only proportionate undivided variable and impartible interest in the land directly underneath the Schedule II unit intended to be sold together with the Right to use the basic facilities as detailed in <u>SCHEDULE VIII</u> and the Purchaser is aware that it has not nor it shall claim to have acquired any individual and /or exclusive and /or ownership right in all Common Areas, amenities and facilities built or provided in the Project for the common use and enjoyment.
- ii. The Developer shall have the right to put hoarding, neon signs or communication equipments in its name or in the name of its affiliates in the Common Areas of the Project.
- iii. Water supply to the residents of the Project will be provided from the available source and will be distributed from the overhead storage tanks installed on the block.
- iv. Installation costs, deposits and other charges to be paid by the Developer towards Electrical Infrastructure Costs for the purposes of obtaining installing, power facilities, transformer, cabling, ducting, trenches, High Tension /Low Tension Supply and any other work relating thereto and /or in connection therewith and also for providing electricity to Common Areas like street lights, parks, green verge, community facilities etc., shall be borne and paid by the Purchaser proportionately as shall be assessed by the Developer. The Developer shall recover such installation costs, deposits and other charges from the Purchaser. Further the Purchaser shall pay the costs, security deposits and other charges towards obtaining power supply and installation of Meter in the Schedule-II Unit.
- v. Additions or Replacements: As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the Purchaser along with all the other owners of the Units on pro-rata basis as may be specified by the Maintenance Company. The Developer or the Maintenance Company shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc including its timings or cost thereof and the Purchaser agrees to abide by the same.

ARTICLE 13. MAINTENANCE

Standard P.

Upon completion of any Swayam City and/or any Phase of Swayam City the Developer may manage the maintenance services by itself or hand over its management for maintenance to the Maintenance Company for which the Purchaser, if required to, shall execute an agreement ("Maintenance Agreement") with the Maintenance Company.



Maintenance Charges:- For the enjoyment and maintenance of the common portions and facilities in the Unit and the Common Areas and facilities of Swayam City and/or the Project, the Purchaser shall be liable to remit per month the proportionate maintenance charges ("Maintenance Charges") of such area and facilities as may be fixed by the Maintenance Company from time to time at present the Developer shall manage the maintenance operations and the Purchaser shall presently pay to the Developer monthly maintenance charges on actual basis as be decided by the Developer. The Maintenance Charges shall become payable from the Possession Date.



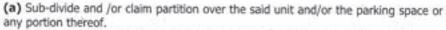


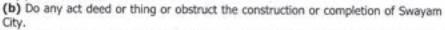
- iii. Interest Free Security Deposit: The Purchaser shall pay, over and above the monthly running Maintenance Charges and Interest Free Non refundable Maintenance Security Deposit, as may be decided by the Developer. The Interest Free Security Deposit shall be kept with the Developer or the Maintenance Company in order to secure adequate provision of the maintenance services and due performance of the Purchaser in promptly paying the maintenance bills and other charges as raised by the Maintenance Company. If the said Interest Free Security Deposit remains unutilized then the same shall be transferred to the Maintenance Company without interest. If at any time the Interest Free Security Deposit shall fall below the prescribed limit mentioned above, the Purchaser shall make good such shortfall immediately on demand being made by the Maintenance Company.
- iv. The Purchaser further acknowledges that timely payment of the said maintenance charges is mandatory and nonpayment thereof is likely to adversely affect the other unit owners and/or cause disruption in the common services to be provided by the Maintenance Company to the other unit owners and as such the Purchaser. In case the Purchaser fails to pay any amount payable to the Maintenance Company: (a) The Maintenance Company shall be entitled to withdraw maintenance services attached to the unit purchased; (b) The Purchaser shall not be entitled to avail any maintenance services; (c) the Purchaser shall pay Interest @ 2% per annum (d) The Maintenance Company at its option may adjust the unpaid amount from the interest free security deposit.
- v. The Purchaser has agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the Purchaser 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 withdraw the maintenance services including water supply /electricity and the purchaser specifically consents to such withdrawal of maintenance services including water supply /electricity, etc.

ARTICLE 14. RESTRICTIONS & CO-OPERATION

Suprissippi

The Purchaser shall at all times abide by the following (including all consequential amendments and/or extensions thereto) and agrees NOT TO:-





(c) Throw dirt, rubbish or other refuse or permit the same to be thrown or at Swayam City.

(d) Store or bring and allow to be stored and or to hang from or attach to the beams or rafters any articles or machinery and brought in the said unit any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures including damage to any flooring or ceiling and /or otherwise damage/demolish any structure and/or cause structural addition and/or alteration such as beams, columns, partition walls at Swayam City.

(e) Fix or install air conditions in the said unit and /or any antenna on the roof or terrace of the said block nor shall fix any window antenna and/or signboard, nameplate signage save and except at the places specified.

(f) Close or permit the obstruction of the common areas or the block and /or the Unit / including any alteration in the grills design, elevation and outside colour scheme of the exposed walls, external walls or the fences, of external doors and windows of the said unit which in the opinion of the Developer differs from the colour scheme of Swayam City.







(g) Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the said block or cause increased premium to be payable in respect thereof if the block is insured by any of the co-owner of other units.

(h) Keep in the car parking space, if allotted, anything other than private motor car and/or park car on the pathway or open spaces of the block or at any other place except the space allotted to it and shall use the pathways as would be directed by the Developer.

(i) Raise any objection whatsoever to the Developer dealing with all the unsold and open areas in the Swayam City in the manner as deemed fit and proper by the Developer subject to approval by the concerned authority.

(j)Use the Schedule – II Unit or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to other occupiers of the project /or the other Units or for any illegal or immoral purposes. It being expressly agreed that the Developer shall have the right to use or permit to be used any other unit/s or areas in the other Phases, or the Project for non-residential / other purposes.

(k) Claim any right over and in respect of any other Unit/s and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s / Other Phases and the Developer shall have the exclusive right to deal with the same.

(I) Raise any objection in any manner whatsoever or howsoever that the Developer shall be entitled to all future vertical/lateral expansion of the said block by way of additional construction or otherwise.

ii. The Purchaser shall at all times extend its cooperation on the followings (including all consequential amendments and/or extensions thereto) and agrees to:-

(a) Allow the Developer with or without workmen to enter into said unit for the purpose of maintenance and repairs.

(b) Abide by such 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 and/or formed to comply with and/or adhere to the rules and regulations of such holding organization.

(c) Sign and forward all papers and documents relating to the obtaining of independent and separate electric meters in the appropriate form and upon payment of the applicable costs and charges thereof as and when required by the Developer.

(d) Abide by the rules & regulations applicable to the various phases which may either be uniform and /or in variance with each other.

(e) Cooperate at the times of repair of all roads, pathways, passages and/or any other space of any nomenclature and/or category which are and shall always remain the property of the Developer.

(f) Inspect and satisfy about the workmanship and completion of the Unit in every respect before taking possession at the time of delivery of possession of the Unit and not to raise any objection against Developer on any ground whatsoever thereafter.

ARTICLE 15. TAXES

All present taxes, duties and levies payable with regard to this agreement for sale and intended transfer subsequently shall be paid and borne by the Purchaser. Tax at the prevailing rates shall be paid by the Purchaser wherever applicable.

- ii. If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges (including stamp duty and/or registration charges) on the transfer or construction of the Schedule II Unit and or Swayam City the same shall be borne and paid by the Purchaser within 7 (seven) days of demand being made by the Developer without raising any objection thereto.
- iii. The Purchaser shall pay the proportionate rates, charges and fees till such time the Schedule – II Unit is not mutated and separately assessed and thereafter timely pay all rates and taxes to ensure that none of the other owners of other Unit/s or the Developer or, as the case may be, is affected in any manner for any non or untimely payment.











ARTICLE 16. DISPUTE RESOLUTION

i. In the event of a dispute arising out of or in connection with the Agreement such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties have agreed to refer all and/or any dispute to the sole arbitration of Mr. A.K. Chowdhary Advocate, High Court, Calcutta, 10 Old Post Office Street, First Floor, Kolkata 700001 or any other as the developer may deem fit. All proceedings in any such arbitration shall be conducted in English. The proceedings shall be held in Kolkata, West Bengal. The arbitral award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

ARTICLE 17. GENERAL PROVISIONS

- i. The Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.
- ii. Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- iii. Indemnity: Each Party agrees to indemnify and keep indemnified the other party in respect of any claim, action, damage, loss, liability, cost, expense or payment suffered, paid or incurred by the other party in matters relating to and/or arising out of this agreement.
- iv. Should any claim, demand, suit or other legal proceeding be made or instituted by any Party against any third party which arises out of any of the matters relating to this Agreement, each Party shall give the other all pertinent information possessed by such Party and reasonable assistance in the defence or other disposition thereof.



The Parties shall, with all reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Agreement and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.



The Agreement is entered amongst the Parties on principal to principal basis.



If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.



All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it, Such notice shall be served by sending by fax to the number set forth below or delivering by hand, e-mail or courier to the address set forth in this agreement.

ARTICLE 18: JURISDICTION



The parties have signed this Agreement at 35 Chetia Central Road, Kolkata 700027 and the principal Civil Court having Jurisdiction and The Calcutta High Court shall have the authority to try and entertain all matters arising herefrom.

ARTICLE 19. COUNTERPARTS

The Agreement shall be executed in 2 (Two) originals with one copy for each Party and each such counterpart shall be treated as an original as if the parties hereto had executed the same document at the same time.



SCHEDULE I

All that the piece and parcel of land forming a part and parcel of Swayam City being Phase IA measuring 339 Decimals and lying and situate at and within L.R. Dag No. 423, 271, 278, 281, 282, 283, 284, 285, 286, 287, 243, 244, 245 corresponding to R.S. Dag No. 409, 266, 273, 276, 277, 278, 279, 280, 281, 282, 238, 239, 240 under L.R. Khatian No. 2390, 3055, 2397, 4390, within comprised in Mouza Bhasa, J.L. No. 20, Touzi No. 14, under Mouza Bhasa situated at Bishnupur, South 24 Parganas, West Bengal.

SCHEDULE II (THE UNIT /UNIT UNDER SALE)

ALL THAT The Two Bedroom Flat being Unit No. 08, on the 3rd Floor measuring 620 square feet (super built up area) in Block No. B-1 to comprise at or upon a piece and parcel of Land With /Without the Right to park one medium sized motor car The specification of the subject dwelling Unit hereunder are more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the SCHEDULE IV hereunder written and/or given TOGETHER WITH the undivided proportionate share or interest in the land lying directly underneath the Block wherein the said Unit is comprised and appurtenances thereto AND TOGETHER WITH the user right in the proportionate share in common parts portions areas and facilities to comprise in the Project land.

SCHEDULE III (SALE PRICE: PAYMENT SCHEDULE)

Basic Rate per Sq. Ft Rs. 2900/-Effective Rate Per Sq. ft after Discount Rs. 2683/-

1. Sale Price: Rs. 16,63,460/- Rupees Sixteen Lakh Sixty Three Thousand Only (Plus tax as applicable), Two Bedroom Flat being Unit No. 08, on the 3rd Floor measuring 620 square feet (super built up area) in Block No. B-1.

Installment Payment Schedule*:

On Booking

On Allotment

On Agreement

On Piling

On foundation

On completion of ground floor casting

On completion of first floor casting

On completion of second floor casting

On completion of third floor casting

On completion of fourth floor casting

On completion of brickwork

On completion of flooring

On possession

: Rs. 1,00,000/- (Plus tax as applicable)

: Rs. 2,32,692/- (Plus tax as applicable)

: Rs. 1,66,346/- (Plus tax as applicable)

: Rs. 83,173/- (Plus tax as applicable)

: Rs. 83,173/- (Plus tax as applicable)

: Rs. 1,66,346/- (Plus tax as applicable)

: Rs. 83,173/- (Plus tax as applicable)





SCHEDULE IV (SPECIFICATIONS)

SPECIFICATION FOR UNITS

Foundation

: R.C.C Pile foundation with tie beams.

Wall - Internal

: 100 mm thick brick/block masonry.

External

: 200 mm / 250 mm thick brick/block masonry.

Doors

: Quality timber frame with solid core - flush/

paneled shutter.

Windows

: Quality UPVC/ Aluminum Sliding Windows.

Living / Dining / Bedroom

Porcelain / Vitrified tile flooring.

Kitchen

: Floor - Ceramic tiles

Counter - Granite with stainless steel sink

Walls - Ceramic tiles 2 ft. high above counter

top.

Toilets

: Floor - Ceramic tiles

Wall - Ceramic Tiles/ Glass Mosaic Tiles on dado

Sanitary ware - Quality porcelain and Chromium

plated fixtures.

Electricals

 Concealed copper wiring with modular switches.
 Provisions in appropriate locations for lights and fans, telephone, TV, AC, Exhaust and geyser.



Interior finish

: Plaster of Paris over plastered walls.

Exterior finish

: Quality Exterior Paint over plastered walls.



SCHEDULE V (Terms and Conditions)



a) PARKING SPACE: If Space has been allotted (Open or Covered) for Parking of a Medium Sized Motor and/or two wheeler. The right is restricted to parking of a motor car and/or two wheeler and the Purchaser shall not make any construction of any nature whatsoever (temporary or permanent) in the Parking Space The Purchaser shall keep the Unit and the Parking Space in good tenantable state and condition and in the same manner in which the same shall have been delivered to the concerned Unit-Purchaser by the Developer.

1

b) ROOF/TERRACE: The Purchaser shall have the non-exclusive and limited user right to use the Roof /Terrace. The Purchaser shall not make any construction of any nature whatsoever (temporary or permanent) on such Roof / Terrace. It is however clarified that the ownership of such Roof / Terrace (as also the right of further construction / exploitation thereon) shall remain with the Developer.





- c) INGRESS EGRESS: For the purpose of ingress and egress, all of the Unit-Purchasers in a particular Block shall be entitled to use the staircase, lift and the corridor common to that particular Block, Such staircase shall be leading from the Ground Floor level to the Upper Floor Levels.
- d) EASEMENTS Notwithstanding anything elsewhere to the contrary herein contained, each Unit-Purchaser (including the Developer) shall be entitled to the following easements and rights and similarly be subject to similar easements and rights of the other Unit-Purchasers as also the Developer.
- e) Easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to Units as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.
- f) The right of access and way in common with the Developer and/or other Unit-Purchasers at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities to which they are entitled to.
- g) The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the Unit Provided Always and it is hereby declared and clarified that noting herein contained shall permit the Unit-Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Developer and the other Unit-Purchasers entitled to such way as aforesaid. The said right of way have been granted to pass and repass along the common passageways in the project and/or any part thereof by day or by night with or without vehicles of any description and with or without animals for all purposes.
- h) The right of protecting of the Unit by and from all parts of the block as far as they are normally protected.
- i) The requirement & right of flow in common as aforesaid of electricity water and waste or soil from and to the Unit through pipes drains wires and conduits lying or being in under thorough or over the other parts of the Project / Block (as applicable) so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Unit.
- j) The right with or without workmen and necessary materials to enter from time to time upon the other parts of the Project/Block (as applicable) for the purpose or rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any art or parts of Project/ Block (as applicable and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forth-eight hours previous notice in writing of his intention so to enter to the person affected thereby.





SCHEDULE VI EXTRA CHARGES AND DEPOSITS



No Particulars		Amount or Percentage		
1	Infrastructure & Development, electric connection and generator charges	Rs. 75/- per sq. ft. for Super built up of the Unit(s) plus Tax As Applicable		
2	Maintenance Deposit	Rs. 30/- per sq. ft. for 1 year		
3	Club membership Charges	Rs. 99,000/- plus Tax As Applicable		
4	Legal Charges	Rs. 10,000/- plus Tax As Applicable		





SCHEDULE VII

PART I

SCHEDULE FOR PAYMENT OF INFRASTRUCTURE & DEVELOPMENT; CLUB MEMBERSHIP CHARGES AND LEGAL CHARGES			
No	Particulars	Amount or Percentage	
1	At the time of execution of this Agreement	50%	
2	At the time of possession of the said Unit(s) or execution of Deed of Conveyance, whichever is earlier	50%	

(Plus Tax and other taxes and levies as applicable)

PART II

SC	HEDULE FOR PAYMENT OF MAINTENANCE DEPOSIT FOR SOFT	R 1 YEAR @ RS. 30/- PER
No	Particulars	Amount or Percentage
1	At the time of possession of the said Unit(s) or execution of Deed of Conveyance, whichever is earlier	100%

SCHEDULE VIII BASIC COMMON FACILITIES

BASIC FACILITIES:

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Developer, excluding however the areas reserved by the Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-Purchasers.
- b) Water supply system as be planned by the Developer from time to time.
- c) Drainage and sewerage system as be planned by the Developer from time to time.
- d) Other areas and installations as be planned by the Developer.

Extended Facility:

- a) Water Filtration Plant.
- b) Intercom Facility.
- c) 24 * 7 Generator Backup.





IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESS: SIGNED SEALED AND DELIVERED By the OWNERS at Kolkata in the presence of:

ASHIANA VINIMAY PVT. LTD. Kailashdham Commercial Pyt. Ltd.

Ashiana VINIMAY PVT. LTD. Kailashdham Commercial Pyt. Ltd.

Physical Report Processor Processor

(Director/Authorised Signatory)

SIGNED SEALED AND DELIVERED By the DEVELOPER at Kolkata in the presence of:

For NEW AGE NIRMAN LLP

Designated Partner/Partner

(Director/Authorised Signatory)

SIGNED SEALED AND DELIVERED By the PURCHASER at Kolkata in the Presence of:

PURCHASER

RECEIVED from the within-named Purchaser/s herein the within mentioned sum of **Rs. 1,00,000/- (Rupees One Lakh Only)** only being the part consideration money out of the Total Consideration as per memo below:

MEMO OF CONSIDERATION

SL. NO.	DATE	CHEQUE/DD/ NEFT/RTGS Ref No.	DRAWN ON	BRANCH	AMOUNT (RS).
1.	08-01-2018	120800	State Bank of India	Kolkata	1,00,000/-
Total				1,00,000/-	

For

For NEW AGE NIRMAN LLP

Designated Partner/Partner

(Director / Authorised Signatory)

w

DATED THIS 9TH DAY OF MARCH, 2018

BETWEEN

M/S. TRIMLINE DISTRIBUTORS AND MANAGEMENT PVT. LTD. & ORS - OWNER-

AND

M/S. NEW AGE NIRMAN LLP.

- DEVELOPER-

MR. SANDUPAL DUTTA.

- PURCHASER-

AGREEMENT FOR SALE OF

RESIDENTIAL FLAT BEING UNIT NO. 08 3RD FLOOR, BLOCK – B-1,

AT SWAYAM CITY

A K CHOWDHARY & CO ADVOCATES 10 Old Post Office Street First Floor, Room No 21 Kolkata 700001 Office Ph: 033-22430723 Fax: 033-22437668