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ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this the 18th day of February, Two Thousand Sixteen 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. 37A, Beninick Street, 2nd Floor, Room No. 215B, Poitice Station - Hare

Street, Kolkata -- 700069 represented by Sri Krishnendu Chowdhury the LEGAL ADVISOR and Director being the "VENDOR" having its PAN CARD No. AARCCO1179N

ANJAN KUMAR SAKSHI
NOTARY GOV. OF INDIA
Rego. No. 2772/2016
C.M.A.'s Court #
2 Beninick Street
Kolkata-700 037

Prerna Sharma
18 Feb 2016
Krishnendu Chowdhury
Director



hereafter referred to as the Party of the **FIRST PART** (which expression unless excluded or repugnant to or inconsistent with the subject of context shall mean and include the Successors and Successors-in-Office, Executors, Administrators, Legal Representatives and Assigns);

A N D

SMT. PREMA SHARMA, wife of Shree Kavindra Nath Sharma, by faith-Hindu, by occupation-Housewife and having her PAN No. AQCP2891K, residing at 1/1/1, Shri Mani Bagan Lane, Salkia, Police Station- Golabari, Howrah - 711106 being the "**PURCHASER**", hereinafter referred to as the **PARTY OF THE OTHER PART** (which expression shall unless excluded or repugnant to or inconsistent with the subject or context shall be deemed to mean and include her heir and successor, executor, administrator, legal representative and assign);

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

Premi Sharma

Satish Ganga Realtors Private Limited

Krishnendu Chowdhury

- Director -

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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 5677 to 8698 for the year 2013 and upon execution of

the Sale Deed as above and upon payment of the valuable consideration the

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Sakshi Ganga Realtors
Kolkata
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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 G+4 Storied building being B.P. No. BRC No.102/13-14 dated 07.11.2013.

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H. AND WHEREAS being fully and legally empowered by Howrah Municipal Corporation the Vendor hereto started construction of a G+4 storied building 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 apartment 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 Purchaser.

J. AND WHEREAS SMT. PREMA SHARMA the Purchaser hereto approached the Vendor on or about 26th day of August, 2013 and he desired to purchase one flat/apartment in the above said multi storied building now known and numbered as "**Lingam Ganges**" situated on the Third Floor being Block - 1, Flat No, A-III, consisting of the super built up area of 1475 Square Feet (One Thousand Four Hundred Seventy Five square feet) at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred only) Per Sq. Ft., the total consideration being Rs. 45,72,500/- (Rupees Forty Five Lacs Seventy Two Thousand Five Hundred) only and Rs. 2,00,000/- (Rupees Two Lacs) only for one covered car parking space and the Vendor hereto agreed to sell the above said flat situated on the Third Floor of Block-I being Flat No. A-III at the above consideration and on offer and acceptances meeting together constituted a contract between the Vendor and the Purchaser.

K. AND WHEREAS the Purchaser abovenamed has inspected the location of the above said Apartment/Flat being Flat No. A-III on the 3rd Floor, Block-1 properly described as per Second Schedule hereunder written

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Krishendu Ghoshdary
Safai Ganga Kalyan
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and would satisfy herself about the Title Deeds, Plans and all other papers and documents and would also make all necessary and relevant enquiries about the nature right, title and interest of the Seller in the above said premises.

L. AND WHEREAS the Vendor has agreed to sell and dispose off and the Purchaser has agreed to purchase and acquire ALL THAT piece and parcel of Flat No. A-III situated on the Third Floor of Block-1 consisting of super built up area of 1475 Square Feet surrounded by walls consisting of Three Bed Rooms, One Dining Room Hall, One Kitchen, Two Balconies and Three Toilets at Premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah - 711106 morefully described as per Second Schedule hereunder written.

M. AND WHEREAS the Vendor abovenamed hereby agreed to sell/transfer its aforesaid flat at a consideration of Rs. 47,72,500/- (Rupees Forty Seven Lacs Seventy Two Thousand Five Hundred) only including the car parking space and the said Purchaser hereto agreed to purchase and acquire all absolute Rights, Title and Interest of the Vendor in the aforesaid flat/apartment 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 Purchaser hereto have already made payment of Rs. 41,00,000/- (Rupees Forty One Lacs) only by five Cheques drawn on Bank of Baroda, four Cheques drawn on UCO Bank and a RTGS transfer by way of earnest money/part consideration which the Vendor doth hereby

Priya Sharma

Satish Gargi Reddy

Krishwanda Chowdhury

Director

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admit and acknowledge as per the memo of consideration hereunder written and inter alia agreed to by the Vendor and Purchaser that the Purchaser shall make payment of balance consideration amount in 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 1st 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%

N. **AND WHEREAS** the Vendor hereto covenants to the Purchaser 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 Purchaser and will execute the Conveyance Deed in favour of the Purchaser hereto in term of the Article of this Agreement.

Premia Sharma

Sakshi Ganga Real Estate Pvt. Ltd.

Krishnendra Chowdhury
Director

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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. 37A, Bentinck Street, 2nd Floor, Police Station – Hare Street, Kolkata – 700069 and its Successor or Successor-in-office, Executors, Administrators, Legal Representatives and Assigns.

(b) **THE PURCHASER:** The Purchaser shall mean **SMT. PREMA SHARMA** and her Heir and Successor, Executor, Administrator, Legal Representative and Assign.

(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.

Sakshi Ganga Realtors Private Limited

Krishnendu Chowdhury

Director

Prema Sharma

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(d) **BUILDING** : The building shall mean the said 3 multistoried of G+4 storied 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 and the Car Parking Space 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.

(h) **COMMON PARTS** : The common parts shall mean and include lobbies, stair case, community hall, gym, stair-way, passage, lifts, shafts, sub-stations, pump room, machine room, roof 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.

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Krishnendu Chowdhury

Director

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(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 Purchaser jointly 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 Vendors, Purchaser/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.

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Sahaji Ganga Real Estate Private Limited

Krishnendu Chowdhury

Director

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(ii) For making such provisions for incurring expenses in respect of future provisions as the Vendor may in consultation with the Purchaser and all other Purchaser in the said building shall decide and settle.

(iii) For proportionate amount to be paid on account of the said maintenance and service charges.

(iv) It is also hereby agreed to and decided upon by the Vendor and Purchaser that whenever any expenses or costs are mentioned to be paid/borne by the Purchaser hereto then the amount payable by the Purchaser shall be in proportion to the built-up 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 Purchaser and by any other means as may be adopted or agreed to by the Vendor and the Purchaser 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 the Multistoried building to the Purchaser under the provisions of the West Bengal Apartment Ownership Act XVI of 1972 and the West Bengal Apartment (Regulation of Construction and

Prerna Sharma

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Krishnendu Ghoshdary

Director

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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 on enacted 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 Purchaser that this agreement is being executed on this 22nd day of December, Two Thousand Seventeen and as such this Agreement shall be deemed to have commenced on and with effect from the same date this the 22nd day of December, Two Thousand Seventeen.

ARTICLE - III

UNIT :-

(i) That it is hereby agreed to by and between the Vendor and the Purchaser that the Vendor has agreed to sell and the Purchaser has agreed to purchase and acquire the **ALL THAT** the self contained Apartment/Flat being No. A-III, on the Third Floor having super built up area in Block No.I particularly described as per Second Schedule hereunder written and also one car parking space being the Flat No. A-III situated at Premises No. 1,

Sreemani Bagan Lane, P.S. Golabari, Salkia, Howrah - 711106 within the

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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 the and between the Vendor and the Purchaser that upon possession of the said Unit being made over to the Purchaser upon and payment of the full consideration money as per the terms contained herein the same shall absolutely belong to the Purchaser 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 Purchaser that the total consideration of the aforesaid apartment/flat being the said Unit as in herebefore described the common parts and privileges and also the car parking space as described in this Agreement has been fixed at Rs.47,72,500/- (Rupees Forty Seven Lacs Seventy Two Thousand Five Hundred) only which according to the Vendor and the Purchaser are the true, fair and marketable value of the aforesaid flat/apartment being the said Unit to be purchased and occupied by the Purchaser herein.

ARTICLE - V.

PAYMENT :

1. It is hereby agreed to and decided upon by the parties hereto that the Purchaser hereto made and shall make payment of the agreed consideration being the value of the said Unit along with car parking space

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Krishnendu Choudhury

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amounting to Rs. 47,72,500/- (Rupees Forty Seven Lacs Seventy Two Thousand Five Hundred) only on the dates as mentioned hereunder :

- (a) On or about 26th August, 2013 a sum of Rs. 4,85,013/-
Rs.5,00,000/- vide Cheque No. 0000004, Drawn (Excl. Service Tax)
on Bank of Baroda being the booking amount
before execution of the instant agreement.
- (b) On or about 26th August, 2013 a sum of Rs. 4,85,013/-
Rs.5,00,000/- vide Cheque No. 0000008, Drawn (Excl. Service Tax)
on Bank of Baroda being the booking amount
before execution of the instant agreement.
- (c) On or about 26th September, 2013 a sum of Rs. 4,85,013/-
Rs.5,00,000/- vide Cheque No. 0000007, Drawn (Excl. Service Tax)
on Bank of Baroda being the booking amount
before execution of the instant agreement.
- (d) On or about 19th August, 2014 a sum of Rs. 4,85,013/-
Rs.5,00,000/- vide Cheque No. 000011, Drawn (Excl. Service Tax)
on Bank of Baroda being the booking amount
before execution of the instant agreement.
- (e) On or about 19th August, 2014 a sum of Rs. 4,85,013/-
Rs.5,00,000/- vide Cheque No. 059681, Drawn (Excl. Service Tax)
on UCO Bank being the booking amount before
execution of the instant agreement.
- (f) On or about 12th November, 2015 a sum of Rs. 3,47,826/-
Rs.3,60,000/- vide Cheque No. 000015, Drawn (Excl. Service Tax)
on Bank of Baroda being the booking amount
before execution of the instant agreement

Prema Sharma

before execution of the instant agreement

Kishorendra Choudhary
Director
Satsbi Ganga Realtors Private Limited

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Rs. 2,31,884/-
(Excl. Service Tax)

(g) On or about 12th November, 2015 a sum of Rs.2,40,000/- vide Cheque No. 076122, Drawn on UCO Bank being the booking amount before execution of the instant agreement.

(h) On or about 19th November, 2015 a sum of Rs. 1,93,004/- vide RTGS being the booking amount before execution of the instant agreement.

(i) Balance amount shall 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 & as per the Completion Certificate by the concerned Corporation.

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 for occupation by the Purchaser and for her 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 fitted with good quality materials and with good quality teak wood and provide sanitary fittings of good quality in all the bathrooms, the common stair case, passages, lobbies will also be fitted with good quality marble or vitrified flooring the same and

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Sahaji George Realtors Private Limited
Kvichwehly Chowdhury

Director

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other items in the Unit shall be as per specifications mentioned in the relative Schedule hereunder written and the Vendor will be liable for repairs till the Completion Certificate is given to the Purchaser.

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 Third 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 considered as the carpet and built-up area, then in that event the price payable by the Purchaser to the Vendor shall be proportionately reduced or increased as case may be and the Vendor and the Purchaser shall do the needful accordingly.
4. It is hereby specifically agreed to and decided upon by the parties herein that if the Purchaser fail and neglected to make payment of any of the instalments or any breach being committed by the Purchaser 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 Purchaser upto that time shall be liable to be refunded by the Vendor to the Purchaser 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 Purchaser to the Vendor and after that the Purchaser 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.

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5. Side by side it is hereby agreed to and decided upon by the parties hereto that if the Purchaser makes payment of the consideration according to the schedule of the payment then the Vendor will have to deliver the possession of the said Unit/Flat along with the covered car parking to the Purchaser on or before the 31st day of December, 2017 further 6 months Grace period for any otherwise the Purchaser would be liable to recover liquidated damages as per the law set by the Govt.

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 Purchaser only by 31st day of December, 2017 with simultaneous payment of the balance consideration money by the Purchaser to the Vendor and the Purchaser 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 Purchaser.

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

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Krishnendu Chowdhury
 Director

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ARTICLE – VII.

PURCHASER OBLIGATION AND COVENANTS :

1. The Purchaser hereto hereby covenants with the Vendor that the Purchaser 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, other than Flat No. A-III, Block No. 1, on the Third Floor consisting of Super Built up area of 1475 Square Feet being surrounded by walls consisting of Three Bed rooms, One Dining Room Hall, One Kitchen, Two Balconies and Three Toilets along with a covered car parking at the above premises morefully described as per Second Schedule hereunder written.
2. That the Purchaser 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 Purchaser.
3. That the Purchaser hereby further covenant with the Vendor that 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 apart from the common areas at the said premises only for residential purposes except the Unit being purchased by the Purchaser hereto.
4. That the Purchaser 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.

5. That the Purchaser hereby ~~hereby~~ covenant to the Vendor that the Purchaser shall pay regularly every month by the 7th day of each month in advance to

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Krishnendu Chowdhury
Director

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the Vendor the proportionate share of maintenance and service charges mentioned in the Fourth Schedule that may occur from date of taking proper possession of the said Unit along with facilities such as Lift, Electricity, Water etc. as may be fit for living in the said premises. The said payment shall be paid by the Purchaser to the Vendor for one year within which the Vendor will have to transfer the management of the said premises in favour of the Apartment Owners Association (in accordance with the applicable acts) which would comprise of all the Owners of the flats in the said premises.

6. That the Purchaser 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.

7. That the Purchaser hereto hereby covenant with the Vendor that the Purchaser 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, Kolkata or elsewhere and other incidental charges as may be required to be done for the purpose of Registration.

8. That the Purchaser hereby covenants with the Vendor that so long as each Unit in the said building shall not be separately assessed for the Municipal Taxed and assessed on the whole building after the Completion Certificate from the Howrah Municipal Corporation is provided by the Vendor, 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 Purchaser subject however to the Vendor's obligation to dispute the imposition of Corporate Taxes with the Corporation authorities in case the Purchaser so

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 6/3 Barabashi Street
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Prerna Sharma

Sakshi Ganga Realtors Private Limited
Krishnendu Choudhury

Director

18 FEB 2016



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 Purchaser that the Vendor will control the Management and Administration of the said building and will realize the proportionate outgoings and charges from the Purchaser and will make disbursement of payment for all and every item related to the maintenance of the said building including the salaries of the Staffs and other employees and other related matters until such time the Vendor transfers and makes over the control and management of the said building to the Apartment Owners Association which should not be more than 12 months from the earlier mention completion date i.e. 31st December 2017 and the Purchaser 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 Purchaser.
2. It is agreed to by the Vendor and the Purchaser that the right and authority of managing the said building shall vest in the Vendor himself subject to what is stated in clause (1) above said and the control and management shall be transferred to the Apartment Owners Association 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 Apartment Owners Association for the said purpose rest entirely with the Vendor hereto and the Purchaser as a whole shall accord co-operation to this aspect initiated by the Vendor.

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Kishorendu Ghoshchoudhury
Director

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ARTICLE - IX.

1. As discussed in the foregoing paragraph it is hereby further decided upon and agreed to by the Vendor and the Purchaser that the Purchaser along with the 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 agreed to by the Vendor and the Purchaser that once the said Apartment Owners 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 Purchaser 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 Purchaser that upon possession of the said Unit being delivered to the Purchaser they shall be entitled to use and occupy the said Unit and after possession of the Purchaser shall have all the rights to claim/repair from the Vendor regarding any defects in any items of works of construction of the said Unit & structural defect in the respective building for the period of 5 years from the date of possession or on any account connected with the said building till the completion certificate is issued.

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Kyishnevala Chowdhury
Director
Satehi Ganga Rescues Private Limited

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2. That the Purchaser shall not be authorized to store in her 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 Purchaser that the Purchaser shall not be authorized to make any addition in the external parts 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 or the Purchaser shall cause 7 days prior notice to each other unless an emergency demands that the Vendor is required to inspect the said Unit instantly.

4. It is hereby agreed to by and between the Vendor and the Purchaser that the purchaser shall not be entitled to transfer the said car parking space provided to him by virtue of this Agreement to any person who is not owing any Unit in the said premises and the said car parking space so provided for parking of the car shall be used only for the allotted purpose and for no purpose at all. But the Purchaser shall be entitled to transfer the covered car parking space when she sells or disposes off the said Unit/Flat.

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 Purchaser failing or neglecting or refusing to make payment of service or maintenance charges, or other amounts of

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Sakshi Ganga Realtors Private Limited

Krishnendu Chowdhury

Director

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payment of which is required to be made by the Purchaser under this Agreement then in addition to such the right the Vendor might have against the Purchaser 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 Purchaser hereby gives covenant to the Vendor that the payment of maintenance and service charges and all other charges made by the Purchaser 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 Purchaser that the Purchaser will abide by the bye laws and Constitution of the Apartment Owners Association and till such Association comes into existence the Purchaser shall save what is mentioned in this Agreement abide by the decision of the Vendor along with all other Flat Owners 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 duly approved by the Purchaser's 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 Office in term of the instant Agreement for Sale.

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Kishnendu Chowdhury

Director

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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 Purchaser shall be borne by all the Purchaser herself 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 Purchaser 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 his costs all 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 Purchaser that the Vendor is fully authorized to sell, transfer, dispose off, alternate or lease out all or any parts of the said building to anybody else save and except the said Unit along with the Car Parking and common parts to be occupied by the Purchaser hereto and more particularly the particular act of the Vendor does not effect the right of the Purchaser in any manner whatsoever.
3. It is categorically agreed to by the Vendor and the Purchaser that if any sum remains due and payable by the Purchaser 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 Purchaser herein and that lien/charges shall remain continued till such ~~payment~~ remain due.

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Regd. No. 2700/04

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* 3 Banishahi Street

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Satish Ganga Realtors Private Limited
Kishuendy Chowdhury

Director

18 FEB 2016

4. That it is hereby agreed to by the Vendor and the Purchaser that the Purchaser 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. A-III, Block No. 1, on the Third Floor consisting of Super Built up area of 1475 Square Feet surrounded by walls consisting of Three Bed rooms, One Dining Room Hall, One Kitchen, Two Balconies and Three Toilets along with one covered car parking at the above premises morefully described as per Second Schedule hereunder written without any let hindrance, denial, demand, interruptions or evictions by the Vendor or any other person whomsoever lawfully and equitably claiming through under or entrust for the Vendor subject to Payment by the Purchaser 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 Income Tax Act, 1961 at his 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 ant acts or statutes from the time being in force.

ARTICLE – XIV.

JURISDICTION :

1. The appropriate Courts of Howrah and 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.

KAMAL KUMAR PAUL
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• 8, 3 Bankshall, Street

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Priya Sharma

Satshi Ganga Realtors Private Limited
Kishorender Choudhury

Director

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THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Mourasi Mokarari Basu 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 local 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. A-III, Block No. 1, on the Third Floor consisting of covered and super built up area of 1475 Sq.Ft. corresponding to Carpet Area of Sq.Ft. surrounded by walls consisting of Three Bed Rooms, One Dining Room Hall, One Kitchen, Two Balcony and Three Toilets at the above premises morefully described as per First Schedule hereinabove written.

Premal Sharma

Sakshi Ganga Realtors Private Limited
Krishwendra Chowdhury
Director

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Regd. No. 2700004

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON PARTS/AREAS)

1. Stair case on all the floors.
2. Stair case landings and lift landing 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. Draining and Sewerage.
10. Pump House.
11. Boundary Wall and Main Gates.
12. Fire Fighting, Fire Protection.
13. Such other common parts, areas, equipment, 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 and the covered and open car parking spaces.
14. Community Hall.
15. Gym.

Prena sharma

Sakshi Ganga Realtors Private Limited

Prishnendu Choudhury
Director

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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 building against earthquake, fire, lighting, 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 wath and ward staff.
7. The Apartment Owners Association office expenses incurred for the maintaining the office for common purposes.
8. All other expenses and outgoings as are deemed by the sub-lessor to be necessary or incidental for and regulating interest the right of the purchaser.
9. All expenses referred above shall or borne by the Co-Purchaser and from the date of taking charge and occupation of his respective Units but the Vendor shall not be liable to bear such charges in respect of unsold units.

Prem Singh

KAMAL KUMAR PALA
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 • 4-3 Bimichal Street
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Krishendu Chowdhury
 Director
 Sakshi Gange Restors Private Limited

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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 PLUMERS** : 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 point in toilets.
7. **DOORS AND WINDOWS** : Flush Door timber frames, aluminum windows with clear glass panels.

Prerna Sharma

***Setathi Geega Realtors Private Limited**

Krishnendu Ghosh
Director

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NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s. Court
43 Bankshall Street
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18 FEB 2016

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

SIGNED, SEALED AND DELIVERED

AT KOLKATA IN THE PRESENCE OF:

WITNESSES:

1. *Abhishek Nanna*
5, P. E. M. Rd.
Kod-2.

2. *Armit Pandey*
Greenfield City
Block-13, 2C
Kolkata-700141

✓ *Sakshi Ganga Realtors Private Limited*
Krishnendu Chowdhury
Director

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

✓ *Prema Sharma*
SMT. PREMA SHARMA
PURCHASER

Prepared in my office and Identified by me.

Advocate.

Signature Attested Only
Identification of the Advocate

K.K. Paul

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Kolkata, West Bengal

18 FEB 2016

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NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's. Court
• 8-3 Bankshall Street
Kolkata-700 001





Rs. 33,00,000.00

RECEIVED of and from the within mentioned Purchaser an amount of Rs.33,00,000/- (Rupees Thirty Three Lacs) only being part consideration against total consideration of Rs.47,72,500/- (Rupees Forty Seven Lacs Seventy Two Thousand Five Hundred) only in respect of the Purchaser Unit as mentioned in Second Schedule of this Agreement for Sale.

Total = Rs. 33,00,000.00

(Rupees Thirty Three Lacs) only.

MEMO OF PAYMENT OF PART CONSIDERATION.

Vide Cheque Nos. 000004 dated 26.08.2013 drawn on Bank of Baroda amounting to Rs.5,00,000/-, 000008 dated 26.08.2013 drawn on Bank of Baroda amounting to Rs. 5,00,000/-, 000007 dated 26.09.2013 drawn on Bank of Baroda amounting to Rs. 5,00,000/-, 000011 dated 19.08.2014 drawn on Bank of Baroda amounting to Rs. 5,00,000/-, 059681 dated 19.08.2014 drawn on UCO Bank amounting to Rs. 5,00,000/-, 000015 dated 12.11.2015 drawn on Bank of Baroda amounting to Rs.3,60,000/- and 076122 dated 12.11.2015 drawn on UCO Bank amounting to Rs.2,40,000/-, 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. 33,00,000.00

Total = Rs. 33,00,000.00

(Rupees Thirty Three Lacs) only.

WITNESSES:

1. *Ami Sukh Sharma*
S. P. K. M. Ad.
Kod-2.

Sakshi Ganga Realtors Private Limited
Krishnendu Chowdhury

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

Identified *[Signature]*
Advocate

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.A's, Court
* 3 Bankchall Street
Kolkata-700 001

Prema Sharma

18 FEB 2016

