

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OFTWO THOUSAND
AND TWENTY THREE (2023).

BY AND BETWEEN

(1) **GLS REALTY PRIVATE LIMITED [PAN NO. AAECG7724Q]**, a company within the meaning of the Companies Act, 2013 having its registered office at Rajbanshipara, Tarulia Road, Post Office- Krishnapur, Police Station- New Town, Kolkata- 700 102, District – North 24 Parganas, represented by its **Director Shri Lakshmi Kanta Kar [PAN NO. AJEPK8704C]**, son of Late Dharendra Nath Kar, by faith Hindu, by occupation

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Business, by Nationality – Indian, residing at Rajbanshipar, Tarulia Road, Post Office - Krishnapur, Police Station- New Town, Kolkata -700 102, District – North 24 Parganas, having been duly authorized in pursuance of a Resolution of the Board of Directors dated 01.07.2020, **(2) MR. RAGHUNATH PRAMANIK [PAN No. CNHPP9006R], [ADHAAR No. 6494 9940 2100]**, son of Late Nanilal Pramanik, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Thakdari, Post Office – Krishnapur, Police Station – New Town (formerly Rajarhat), Kolkata - 700102, District – North 24 Parganas, **(3) MR. BISWANATH PRAMANIK [PAN No. BBPPP5667K], [ADHAAR No. 5607 0198 2330]**, son of Late Nanilal Pramanik, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Thakdari, Post Office – Krishnapur, Police Station– New Town (formerly Rajarhat), Kolkata - 700102, District – North 24 Parganas and **(4) MR. BHOLANATH PRAMANIK[PAN No. BBKPP0300G], [ADHAAR No. 4632 6847 7913]**, son of Raghunath Pramanik, by faith – Hindu, by Occupation – Service, by Nationality – Indian, residing at Thakdari, Post Office – Krishnapur, Police Station – New Town (formerly Rajarhat), Kolkata - 700102, District – North 24 Parganas, hereinafter called the "**OWNERS**" (which expression shall unless executed by or repugnant to the context be deemed to include their successors-in-office, administrators, representatives and assigns) of the **FIRST PART**. The **OWNER** Nos. 2 to 4 are represented by their **CONSTITUTED ATTORNEY** namely **LAKSHMI KANTA KAR [PAN No. AJEPK8704C]**, son of Late Dharendra Nath Kar, by faith Hindu, by occupation Business, residing at Rajbanshipara Tarulia 1st Lane, Post Office- Krishnapur, Police Station- New Town, Kolkata-700102, by virtue of the following Development Power of Attorney: (i) dated 25th November, 2013, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 19, Page from 7180 to 7193, being No. 13221 for the year 2013, executed by Raghunath Pramanik and Biswanath Pramanik and (2) dated 17th, July, 2013, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 13, Page from 3310 to 3323, being No. 08787 for the year 2013, executed by Bholanath Pramanik.

AND

GLS REALTY PRIVATE LIMITED [PAN NO. AAECG7724Q], a company within the meaning of the Companies Act, 2013 having its registered office at Rajbanshipara, Tarulia Road, Post Office-Krishnapur, Police Station- New Town, Kolkata- 700 102, represented by its director namely **Shri Lakshmi Kanta Kar [PAN NO. AJEPK8704C]**, son of Late Dharendra Nath Kar, by faith Hindu, by occupation Business, residing at Rajbanshipar, Tarulia Road, Post Office - Krishnapur, Police Station- New Town, Kolkata -700 102, having been duly authorized in pursuance of a Resolution of the Board of Directors dated 01.07.2020, hereinafter called the "**PROMOTER/DEVELOPER**"(which expression shall unless executed by or repugnant to the context by deemed to include its successors-in-office, administrators, representatives and assigns) of the **SECOND PART**.

AND

_____, [PAN No. _____], [AADHAAR No. _____] son of _____, by faith - _____, by Occupation - _____, residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____, District - _____, hereinafter called the "**PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS:

The Promoter/Developer and Allottees shall hereinafter collectively by referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A)** The above mentioned **Owner No. 1** is the sole owner of and is solely seized and possessed of or otherwise well and sufficiently entitled to **ALLTHAT** piece and parcel of Sali land measuring about **35.70 decimals** more or less together with a structure measuring 1000 sq. ft. standing thereon comprised in **L.R. Dag Nos. 704, 709 and 710 under L.R. Khatian No. 2293** lying and situated at Mouza – Thakdari, J.L No. 19, R.S. No. 216, Touzi No. 178, Police Station – New Town, Additional Sub-Registration Office,

Rajarhat, within the local limit of Mahishbathan Gram Panchayat – II previously, now under the jurisdiction of Bidhannagar Municipal Corporation, Ward No. 7, District – North 24 Parganas, the **Owner Nos. 2 and 3** are the joint owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece of parcel of land measuring **1 decimals more or less comprised in R.S. Dag Nos. 710 under L.R. Khatian Nos. 728 and 556**, lying and situates at Mouza - Thakdari, J.L. No. 19, Touzi No. 145, Police Station - Rajarhat, at the office of the Additional District Sub-Registrar, Bidhannagar/New Town, District – North 24 Parganas and the **Owner No. 4** is the sole owner of and is solely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring an area about **2 decimals comprised in R.S. Dag No. 709, 710, under L.R. Khatian No. 2004**, lying and situates at Mouza - Thakdari, J.L. No. 19, Touzi No. 10, Police Station - Rajarhat, within the local limits of Mahishbathan Gram Panchayat – II, Sub-Registration Office at New Town, District – North 24 Parganas. Therefore the **total area being 23 cottah 6 chittack 28 sq. ft. more or less** together with a structure measuring 1000 sq. ft. standing thereon comprised in **L.R. Dag Nos. 704, 709, 710 under L.R. Khatian Nos. 2293,728,556 and 2004** lying and situated at Mouza – Thakdari, Police Station – New Town, District – North 24 Parganas (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**). The mode and manner by which the Promoter/Developer have acquired right, title and interest in the **SCHEDULE A (PART-II)** will appear from the **SCHEDULE A (PART- I)** hereunder written and/or given.

- B)** The Owners and the Promoter has entered into a Development Agreement dated 25th November, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 19, Page from 6841 to 6879, being No. 13219 for the year 2013, was executed between Sri. Raghunath Pramanik and Sri. Biswanath Pramanik, as the owners and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece and parcel of Bastu land measuring an area about (i) 0.5 decimal out of 11 decimals comprised in R.S. Dag No. 709, (ii) 0.5 decimal out of 6

decimals comprised in R.S. Dag No. 710 and (iii) 1 decimal out of 13 decimals comprised in R.S. Dag No. 711, total area being 2 decimals more or less under L.R. Khatian No. 474, lying and situates at Mouza - Thakdari, Police Station - Rajarhat, as per the terms and conditions contained therein. By a General Power of Attorney dated 25th November, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 19, Page from 7180 to 7193, being No. 13221 for the year 2013, executed between Sri. Raghunath Pramanik and Sri. Biswanath Pramanik, as the owners and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece and parcel of Bastu land measuring an area about (i) 0.5 decimal out of 11 decimals comprised in R.S. Dag No. 709, (ii) 0.5 decimal out of 6 decimals comprised in R.S. Dag No. 710 and (iii) 1 decimal out of 13 decimals comprised in R.S. Dag No. 711, total area being 2 decimals more or less under L.R. Khatian No. 474, lying and situates at Mouza - Thakdari, Police Station - Rajarhat, as per the terms and conditions contained therein. By a Development Agreement dated 17th July, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 13, Page from 3272 to 3309, being No. 08786 for the year 2013, was executed between Bholanath Pramanik, as the owner and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece of parcel of land measuring (1) 1 decimals comprised in R.S. Dag No. 709 decimals more or less, (2) 1 decimals comprised in R.S. Dag No. 710 decimals more or less and (3) 1 decimals comprised in R.S. Dag No. 711 decimals more or less, total area being 3 decimals under L.R. Khatian Nos. 324 and 338/1, lying and situates at Mouza - Thakdari, Police Station - New Town as per the terms and conditions contained therein. By a General Power of Attorney dated 17th July, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 13, Page from 3310 to 3323, being No. 08787 for the year 2013, executed between Bholanath Pramanik, as the owner and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece of parcel of land measuring (1) 1 decimals comprised in R.S. Dag No. 709 decimals more or less, (2) 1 decimals comprised in R.S. Dag No. 710 decimals more or less and (3) 1 decimals comprised in R.S. Dag No. 711 decimals more

or less, total area being 3 decimals under L.R. Khatian Nos. 324 and 338/1, lying and situates at Mouza - Thakdari, Police Station - New Town as per the terms and conditions contained therein.

- C) The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building and/or buildings, each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other and the project shall be known as “**GLSSONAR TORI PHASE 1**”.
- D) The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.
- E) The **Bidhannagar Municipal Corporation** has granted the Commencement certificate to develop the project vide approval dated **25.04.2023**.
- F) The Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by **Bidhannagar Municipal Corporation** vide **Sanction Building Plan No. SWS-OBPAS/2109/2023/0018** dated **25.04.2023**, the Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G) The Promoter/Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **Kolkata** on _____, under registration no. _____.
- H) The Allottees have applied for apartments in the Project vide an Application dated And has been allotted **Flat No. ___** having carpet area of **___ sq. ft.** excluding balcony area of **___ sq. ft.** (having super built up area **___ sq. ft.**), more or less, flooring _____, situate on the _____ **Floor, Block-** _____, along with a covered Car Parking space, at the _____ floor of the building, having Super Built Up Area of **___sq. ft.** more or less, flooring tiles, situate at the Complex namely, “**GLS SONAR TORI PHASE 1**”, as permissible under the applicable law and of pro rate share in the (“**Common Areas**”) as defined under clause (m) of section 2 of the Act (hereinafter

referred to as the “**UNITS**” more particularly described in the **Schedule B** and the floor plan or the apartment is annexed hereto and marked as (**Schedule B**).

I) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :

J) the Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

1.1 The Title of the Promoter/Developer in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;

1.3 The Carpet Area of the Said Apartment;

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Promoter/Developer and the Allottees under this Agreement for Sale.

K) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;

L) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter/Developer hereby agrees to sell and the Allottees hereby agree to purchase the residential **Flat No.**, on the _____ **Floor** of **Block-** ____, along with a Covered Car Parking space, situate at the _____ floor of the building, as specified in para H.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Promoter/Developer agrees to sell to the Allottees and the Allottees hereby agree to purchase the residential **Flat No. ____**, on the ____ **Floor** of **Block- ____**, along with a Covered Car Parking space, situate at the _____ floor of the building, as specified in paragraph H;

The Total Price for the [Apartment] based on the carpet area is **Rs. _____/- (Rupees _____)** only ("Total Price") (Give break up and description):

Apartment No. ____ Floor: _____ of Block- ____ ,	Rate of Apartment @ Rs. _____/- per square feet (calculated on carpet area of _____ sq. ft.)
Apartment Price (in rupees)	Rs. _____/-

[AND]

Covered/Open Garage Space – 1	Price for 1
Total Price (in rupees)	Rs. _____/-

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottees to the Promoter/Developer towards the Apartment;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer) up to the date of handing over the possession of the Apartment to the Allottees and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottees to the Promoter/Developer shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottees;

- (iii) The Promoter/Developer shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within ___ days from the date of such written intimation. In addition, the Promoter/Developer shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment includes: 1) pro rata share in the Common Areas; and 2) one Covered Car Parking Space as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottees hereby agree to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees

that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to the effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

The Allottees shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Allottees by the Promoter/Developer.

It is agreed that the Promoter/Developer Shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the concerned authorities. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottees within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter/Developer shall demand from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

Subject to **Clause 9.3** the Promoter/Developer agrees and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:

- (i) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter/Developer shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;
- (ii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter/Developer and the Allottees agree that the Apartment along with one Covered Car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of all Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project, namely "**GLS SONAR TORI PHASE 1**" shall not form a part

of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottees has paid a sum of **Rs. _____/-(Rupees _____)** **only** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottees hereby agree to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within the time and in the manner specified therein.

That the Allottees shall execute and register the Agreement for Sale as per norms of the RERA Rules and in case the Allottees express their desire to assign the said Flat/unit to any other third person or persons then the Promoter/Developer shall acknowledge the same and register the necessary documents to allocate the said flat/unit to the proposed Allottees against the charge of the fees under the head of reallocation charge amounting to 2% of the cost of the apartment which the present Allottees shall be duty bound to clear before execution and registration of the assignment documents.

Provided that if the Allottees delay in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**GLS REALTY PRIVATE LIMITED**' payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made hereunder or any statutory amendment(s) modification(s) made hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter/Developer accepts no responsibility in this regard. The Allottees shall keep the Promoter/Developer fully indemnified and harmless in this regard.

Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottees authorizes the Promoter/Developer to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter/Developer may in its sole discretion deem fit and the Allottees undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter/Developer as well as the Allottees. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottees has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in the Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bidhannagar Municipal Corporation and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment: The Promoter/Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter/Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment not later than 30th day of April, 2027. Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Promoter/Developer shall be entitled to the extension of time of delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirm that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure Conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottees the entire amount received by the

Promoter/Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottees, Allottees agrees that he shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession- The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottees in terms of this Agreement to be taken within 30 days from the date of issue of such notice and the Promoter/Developer shall give possession of the Apartment to the Allottees. The Promoter/Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottees agree(s) to pay the maintenance charges as determined by the Promoter/Developer / association of Allottees, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottees in writing within 30 days of receiving the occupancy certificate of the Project.

Possession by the Allottees -After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottees - The Allottees will have the right to cancel / withdraw his allotment in the Project as provided in the Act: Provided that where the Allottees proposes to cancel / withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottees will be returned by the Promoter/Developer to the Allottees within 45 days of such cancellation.

Compensation – The Promoter/Developer shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer mails to complete or is unable to give possession of the Apartment(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter/Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the Allottees, in case the Allottees wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottees do not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottees interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER**

The Promoter/Developer hereby represents and warrants to the Allottees as follows:

- (i) The Promoter/Developer has absolute, clear and marketable title with respect to the said Premises; the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Premises or the Project;[in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law with respect to the said Premises, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Building and Apartment and common areas;
- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, including the Project and the Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the Apartment to the Allottees and the common areas to the Association of the Allottees;

- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the common areas to the Association of the Allottees;
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the said Premises;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter/Developer in respect of the said Premises and / or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the following events;

- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect;

- (ii) Discontinuance of the Promoter/Developer's business as a Promoter/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. In case of Default by Promoter/Developer under the conditions listed above, Allottees are entitled to the following;
- (iii) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottees stops making payments, the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or
- (iv) The Allottees shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

The Allottees shall be considered under a condition of Default, on the occurrence of the following events:

- (v) In case the Allottees fail to make payments for 3 (three) consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in the regard the Allottees will be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate specified in the Rules.

- (vi) In case of Default by Allottees under the condition listed above continues for a period beyond consecutive month after notice from the Promoter/Developer in this regard, the Promoter/Developer shall cancel the allotment of the Apartment in favour of the Allottees and refund the amount money paid to him by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter/Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the [Apartment / Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottees fails to deposit the Stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottees authorizes the Promoter/Developer to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter/Developer is made by the Allottees. The Allottees will be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter/Developer shall be responsible to provided and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance has been excluded in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5(five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottees will be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEES TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottees hereby agree to purchase the Apartment on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottees of all their obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/Developer / maintenance agency / association of Allottees will have rights of unrestricted access of all Common Areas, garages / closed parking's and parking, spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The service areas, if any, as located within the '**GLS SONAR TORI PHASE 1**' (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees will not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottees further undertake, assure and guarantee that they would not put any sig-board / name-plate, neon light, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees will also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store and hazardous or combustible goods in the Apartment or places any heavy material in the common passages or staircase of the Building. The Allottees will plan and distribute its electrical load in conformity

with the electrical systems installed by the Promoter/Developer and thereafter the association of Allottees and / or maintenance agency appointed by association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALOOTTEE

The Allottees are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottees hereby undertake that they shall comply with and carry out, from time to time after they have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at their own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter/Developer undertakes that it has no right to make additions or to put-up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottees who have taken or agreed to take such Apartment/Building.

20. APARTMENT OWNERSHIP ACT

The Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,

1972. The Promoter/Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottees by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottees until, firstly, the Allottees sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottees fail to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days for the date of its receipt by the Allottees and/or appear before the Registrar/Sub-Registrar /registrar of Assurance for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON SUBSEQUENT ALLOTTEE**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

25. **WAIVER NOT A LIMITATION TO ENFORCE**

The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter/Developer in the case of one Allottees shall not be construed to be a precedent and / or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter/Developer to reinforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions

of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottees (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction

29. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory at the places which may be mutually agreed between the Promoter/Developer and the Allottees, at GLS Tower, DE-139, Street No.336, Newtown, Kolkata-700156 after the Agreement is duly executed by the Allottees and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

30. NOTICES

That all notices to be served on the Allottees and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter/Developer by Registered Post at their respective addresses specified below:

ALLOTTEES'S NAME:

_____ (ALLOTTEE)

Address of the Allottee: _____, P.O.- _____, P.S.- _____,
Kolkata- _____, West Bengal.

PROMOTER/DEVELOPER'S/OWNER'S NAME:

M/S. GLS REALTY PRIVATE LIMITED

Having its office at GLS Tower, Street no.336, Post Office and Police Station - New Town, Kolkata- 700 156, (Promoter/Developer Address)

It shall be the duty of the Allottees and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Allottees, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter/Developer to the Allottees whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicable by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) Signature _____ (2) Signature _____

Name _____ Name _____

Address _____ Address _____

(3) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/Developer:

(1) Signature _____

Name _____

Address _____

At Kolkata on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SCHEDULE A

PART – I

WHEREAS :-

PART – I

1. By a Bengali Indenture of Sale dated 3rd April, 1996, registered at the office of the Sub-Registrar, Bidhan Nagar (Salt Lake City), vide Book No. I, Volume No. 29, Pages 213 to 224, being No. 1299 for the year 1996, Satadal Jamini Pramanik sold, conveyed and transferred ALL THAT piece and parcel of land measuring (i) 73 (seventy three)

decimals more or less comprised in Dag No. 643 corresponding to L.R. Dag No. 704, Khatian No. 760 corresponding to L.R. Khatian 816 and (ii) 45 (forty five) decimals more or less comprised in Sabek Dag No. 650 present Dag No. 712, Khatian No. 639 present Khatian No. 816, lying and situates at Thakdari Mouza, J. L. No. 19, R.S. No. 216, Touzi No. 172, Police Station- Rajarhat, within the local limits of previously Mahisbathan 2 No. Gram Panchayet, presently Bidhannagar Municipal Corporation, Ward No. 27, Sub-Registration Office at Bidhan Nagar (Salt Lake City) in the District- North 24 Parganas unto Sri. Santiram Pramanik and 7 others.

2. By virtue of abovementioned Sale Deed dated 3rd April, 1996, said Sri. Santiram Pramanik became the absolute lawful owner of the land measuring an area 36 (Thirty Six) decimals be the same a little more or less comprised in R.S. and L.R. Dag No. 704 under Khatian No. 816 (Old), present Khatian No. 826/2, lying and situates at Mouza- Thakdari, J. L. No. 19, R.S. No. 216, Touzi No. 172, Police Station- formerly Rajarhat now New Town, within local limit of previously Mahisbathan 2 No. Gram Panchayet, presently Bidhannagar Municipal Corporation, Ward No. 27, Sub-Registration Office at Bidhan Nagar (Salt Lake City) now New Town, in the district of North 24 Parganas and the said Sri. Santiram Pramanik mutated his name to the Local Block Land and Land Reforms office and paying rent and taxes regularly.
3. By a Deed of Sale dated 25th April, 2018, registered in the office of Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523 to 2018, Page from 173189 to 1732132, being No. 152304880 for the year 2018, Santiram Pramanik sold and transferred an area measuring 14 cottah 4 chittack more or less equivalent to 23.51 decimals more or less together with 1000 sq. ft. more or less residential structure standing thereon out of 36 decimals more or less comprised in R.S. & L.R. Dag No. 704 under L.R. Khatian No. 826/2, (formerly Khatian No. 816) lying and situates in Mouza – Thakdari, J. L. No. 19, R.S. No. 216, Touzi No. 172, Police Station - New Town, within local limit of previously Mahisbathan 2 No. Gram Panchayet, presently Bidhannagar Municipal Corporation, Ward No. 27, Sub-Registration Office at New Town, District - North 24 Parganas to GLS Realty Private Limited.
4. Sri. Anudhwaj Mandal was seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of Sali land measuring about 5 (Five) Satak more or less out of

77 (Seventy Seven) Satak more or less comprised in L.R. Dag No. 704 under L.R. Khatian No. 23/1, lying and situated at Mouza - Thakdari, J.L. No. 19, R.S. No. 216, Police Station - New Town, formerly Rajarhat, Additional District Sub-Registration Office Rajarhat, New Town, within the local limits of Mahisbathan Gram Panchayat No. II, now under the jurisdiction of Bidhannagar Municipal Corporation, Ward No. 27, in the district of North 24 Parganas along with other properties and his name was recorded in the settlement record of rights and has been paying taxes and khajnas in his own name to the competent authority regularly.

5. By a Deed of Sale dated 29th October, 2021, registered in the office of Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2021, Page from 628599 to 628623, being No. 152314821 for the year 2021, Anudhwaj Mandal sold and transferred ALL THAT piece and parcel of Sali land measuring about 5 (Five) Satak more or less out of 77 (Seventy Seven) Satak more or less comprised in L.R. Dag No. 704 under L.R. Khatian No. 23/1 lying and situated at Mouza - Thakdari, Police Station - New Town, formerly Rajarhat to GLS Realty Private Limited.
6. Sri. Manakanta Pramanik was seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of Sali land measuring about 5 (Five) Satak more or less out of 77 (Seventy Seven) Satak more or less comprised in R.S. and L.R. Dag No. 704 under L.R. Khatian No. 623/2, lying and situated at Mouza - Thakdari, J.L. No. 19, R.S. No. 216, Police Station – Newtown, formerly Rajarhat, Additional District Sub-Registration Office, Rajarhat, New Town, within the local limit of Mahisbathan Gram Panchayat - II, now under the jurisdiction of Bidhannagar Municipal Corporation, Ward No. 27, in the district of North 24 Parganas along with other properties and his name was recorded in the settlement record of rights and has been paying taxes and khajnas in his own name to the competent authority regularly.
7. By a Deed of Sale dated 29th October, 2021, registered in the office of Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2021, Page from 628624 to 628648, being No. 152314822 for the year 2021, Manakanta Pramanik sold and transferred ALL THAT piece and parcel of Sali land measuring about 5 (Five) Satak more or less out of 77 (Seventy Seven) Satak more or less comprised in L.R. Dag

No. 704 under L.R. Khatian No. 623/2, lying and situated at Mouza - Thakdari, Police Station - New Town, formerly Rajarhat to GLS Realty Private Limited.

8. Smt. Chandana Pramanik was seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring about 130 (One Hundred Thirty) sq. ft. more or less out of 11 (Eleven) Satak more or less comprised in R.S. and L.R. Dag No. 709 under L.R. Khatian No. 2568 and ALL THAT piece and parcel of Bastu land measuring 65 (Sixty Five) sq. ft. more or less out of 6 (Six) Satak more or less comprised in R.S. and L.R. Dag No. 710 under L. R. Khatian No. 2568, lying and situated at Mouza- Thakdari, Police Station – New Town, J.L. No. 19, Registration Office at New Town, within the local limits of previously Mahisbathan 2 No. Gram Panchayet, presently Bidhannagar Municipal Corporation, Ward No. 27, Sub-Registration Office at New Town, in the district of North 24 Parganas and the said Smt. Chandana Pramanik duly mutated her name to the Local Block Land and Land Reforms office and paying rent and taxes regularly.
9. By a Deed of Sale dated 20th February, 2020, registered in the office of Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Page from 122047 to 122068, being No. 152302684 for the year 2020, Chandana Pramanik sold and transferred ALL THAT piece and parcel of Bastu land measuring about 130 (One Hundred Thirty) sq. ft. more or less out of 11 (Eleven) Satak more or less comprised in R.S. and L.R. Dag No. 709 under L.R. Khatian No. 2568 and ALL THAT piece and parcel of Bastu land measuring 65 (Sixty Five) sq. ft. more or less out of 6 (Six) Satak more or less comprised in R.S. and L.R. Dag No. 710 under L. R. Khatian No. 2568, lying and situated at Mouza – Thakdari, Police Station – New Town, to GLS Realty Private Limited.
10. Sri. Rakesh Pramanik was seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring about 130 (One Hundred Thirty) sq. ft. more or less out of 11 (Eleven) Satak more or less comprised in R.S. and L.R. Dag No. 709 under L.R. Khatian No. 2567 and ALL THAT piece and parcel of Bastu land measuring 65 (Sixty Five) sq. ft. more or less out of 6 (Six) Satak more or less comprised in R.S. and L.R. Dag No. 710, L. R. Khatian No. 2567, lying and situated at Mouza - Thakdari, J.L. No. 19, Registration Office at Rajarhat, within the local limits of previously

Mahishbathan 2 No. Gram Panchayet, presently Bidhannagar Municipal Corporation, Ward No. 27, Sub-Registration Office at New Town, in the district of North 24 Parganas and the said Sri. Rakesh Pramanik duly mutated his name to the Local Block Land and Land Reforms office and paying rent and taxes regularly.

11. By a Deed of Sale dated 20th February, 2020, registered in the office of Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Page from 212604 to 212626, being No. 152305102 for the year 2020, Rakesh Pramanik sold and transferred ALL THAT piece and parcel of Bastu land measuring about 130 (One Hundred Thirty) sq. ft. more or less out of 11 (Eleven) Satak more or less comprised in R.S. and L.R. Dag No. 709 under L.R. Khatian No. 2568 and ALL THAT piece and parcel of Bastu land measuring 65 (Sixty Five) sq. ft. more or less out of 6 (Six) Satak more or less comprised in R.S. and L.R. Dag No. 710 under L. R. Khatian No. 2568, lying and situated at Mouza – Thakdari, Police Station – New Town, to GLS Realty Private Limited.
12. GLS Realty Private Limited became the sole and absolute owner of ALL THAT piece and parcel of (i) Sali land measuring about **33.55 decimals** more or less comprised in **L.R. Dag No. 704 under L.R. Khatian No. 2293**, (ii) Bastu land measuring about **260 (Two Hundred Sixty) sq. ft.** more or less out of 11 (Eleven) Satak more or less comprised in **R.S. and L.R. Dag No. 709 under L.R. Khatian No. 2568** and (iii) Bastu land measuring **130 (One Hundred Thirty) sq. ft.** more or less out of 6 (Six) Satak more or less comprised in **R.S. and L.R. Dag No. 710 under L. R. Khatian No. 2568**, lying and situated at Mouza– Thakdari, Police Station – New Town and duly mutated its name in the record of concern B.L. & L.R.O. by paying usual rents and taxes.

PART - II

13. By an indenture of Bengali Deed of Sale dated 13th March, 1995, registered at the office of Additional District Sub-Registrar – Bidhannagar, recorded in Book No. I, C.D. Volume No. 27, Pages 235 to 240, being No. 1224 for the year 1995, Sanat Kumar Pramanik sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring an area about 0.5 decimal out of 11 decimals comprised in R.S. Dag No. 709 and measuring an area about 0.5 decimal out of 6 decimals comprised in R.S. Dag No.

710, total area being 1 decimal more or less under L.R. Khatian No. 474, lying and situates at Mouza- Thakdari, Police Station- Rajarhat, J.L. No. 19, Touzi No. 145, at the office of the Additional District Sub-registrar Bidhannagar in the District North 24 Parganas to Sri. Raghunath Pramanik and Sri. Biswanath Pramanik.

14. By a registered Indenture of Bengali Deed of Sale dated 8th April, 1996, registered at the office of the Additional District Sub-Registrar Bidhannagar, North 24 Parganas and recorded in Book No. I, C.D. Volume No. 27, Pages 207 to 212, being No. 1298 for the year 1996, Sanat Kumar Pramanik sold, transferred and conveyed **ALL THAT** piece and parcel of Doba land measuring an area about 1 decimal out of 13 decimals more or less comprised in R.S. Dag No. 711 under L.R. Khatian No. 474, lying and situates at Mouza- Thakdari, Police Station- Rajarhat, J.L. No. 19, Touzi No. 145, to Sri. Raghunath Pramanik and Sri. Biswanath Pramanik.
15. Hence, Sri. Raghunath Pramanik and Sri. Biswanath Pramanik seized and possessed of **ALL THAT** piece and parcel of Bastu land measuring an area about (i) 0.5 decimal out of 11 decimals comprised in R.S. Dag No. 709, (ii) 0.5 decimal out of 6 decimals comprised in R.S. Dag No. 710 and (iii) 1 decimal out of 13 decimals comprised in R.S. Dag No. 711, total area being 2 decimals more or less under L.R. Khatian No. 474, lying and situates at Mouza- Thakdari, Police Station- Rajarhat, J.L. No. 19, Touzi No. 145, at the office of the Additional District Sub-registrar Bidhannagar in the District North 24 Parganas.
16. By a Development Agreement dated 25th November, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 19, Page from 6841 to 6879, being No. 13219 for the year 2013, was executed between Sri. Raghunath Pramanik and Sri. Biswanath Pramanik, as the owners and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece and parcel of Bastu land measuring an area about (i) 0.5 decimal out of 11 decimals comprised in R.S. Dag No. 709, (ii) 0.5 decimal out of 6 decimals comprised in R.S. Dag No. 710 and (iii) 1 decimal out of 13 decimals comprised in R.S. Dag No. 711, total area being 2 decimals more or less under L.R. Khatian No. 474, lying and situates at Mouza - Thakdari, Police Station - Rajarhat, as per the terms and conditions contained therein.

17. By a General Power of Attorney dated 25th November, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 19, Page from 7180 to 7193, being No. 13221 for the year 2013, executed between Sri. Raghunath Pramanik and Sri. Biswanath Pramanik, as the owners and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece and parcel of Bastu land measuring an area about (i) 0.5 decimal out of 11 decimals comprised in R.S. Dag No. 709, (ii) 0.5 decimal out of 6 decimals comprised in R.S. Dag No. 710 and (iii) 1 decimal out of 13 decimals comprised in R.S. Dag No. 711, total area being 2 decimals more or less under L.R. Khatian No. 474, lying and situates at Mouza - Thakdari, Police Station - Rajarhat, as per the terms and conditions contained therein.
18. By a Bengali Indenture of Sale dated 14th December, 2012, registered at the office of Sub – Registration, New Town and recorded in Book No. I, CD Volume No. 2, Page No. 13142 to 13152, being No. 00889 for the year 2012, Dukhiram Pramanick sold, conveyed and transferred **ALL THAT** piece of parcel of land measuring 3 decimals more or less comprised in R.S. Dag Nos. 709, 710 and 711 under L.R. Khatian Nos. 324 and 338/1, lying and situates at Mouza - Thakdari, J.L. No. 19, R.S. No. 216, Touzi No. 10, Police Station- New Town, Sub-Registration office- New Town in the District of South 24 Parganas to Sri Bholanath Pramanick.
19. By a Development Agreement dated 17th July, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 13, Page from 3272 to 3309, being No. 08786 for the year 2013, was executed between Bholanath Pramanik, as the owner and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece of parcel of land measuring (1) 1 decimals comprised in R.S. Dag No. 709 decimals more or less, (2) 1 decimals comprised in R.S. Dag No. 710 decimals more or less and (3) 1 decimals comprised in R.S. Dag No. 711 decimals more or less, total area being 3 decimals under L.R. Khatian Nos. 324 and 338/1, lying and situates at Mouza - Thakdari, Police Station - New Town as per the terms and conditions contained therein.

20. By a General Power of Attorney dated 17th July, 2013, registered at the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, CD Volume No. 13, Page from 3310 to 3323, being No. 08787 for the year 2013, executed between Bholanath Pramanik, as the owner and M/s. GLS Realty Private Limited, as the Promoter/Developer, for the purpose of construction of multi-storied building in respect of **ALL THAT** piece of parcel of land measuring (1) 1 decimals comprised in R.S. Dag No. 709 decimals more or less, (2) 1 decimals comprised in R.S. Dag No. 710 decimals more or less and (3) 1 decimals comprised in R.S. Dag No. 711 decimals more or less, total area being 3 decimals under L.R. Khatian Nos. 324 and 338/1, lying and situates at Mouza - Thakdari, Police Station - New Town as per the terms and conditions contained therein.
21. Therefore, GLS Realty Private Limited acquire the right to develop multi-storied building in **ALL THAT** piece of parcel of land measuring (1) 1.5 decimals comprised in R.S./L.R. Dag No. 709 decimals more or less, (2) 1.5 decimals comprised in R.S./L.R. Dag No. 710 decimals more or less and (3) 2 decimals comprised in R.S./L.R. Dag No. 711 decimals more or less, total area being 5 decimals under L.R. Khatian Nos. 728, 556 and 2004, lying and situates at Mouza - Thakdari, Police Station - New Town.
22. By a Deed of Gift dated 27th December, 2022, registered in the office of Additional Registrar of Assurance – II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, Page from 19244 to 19263, being No. 190200319 for the year 2023, M/s. GLS Realty Private Limited gifted and transferred an admeasuring 189.56 sq. ft. more or less comprised in R.S./L.R. Dag No. 710 under L. R. Khatian No. 2293, lying and situates at Mouza – Thakdari, J.L. No. 19, R.S. No. 216, Touzi No. 172, P.S. – New Town, District – North 24 Parganas to the Bidhannagar Municipal Corporation according to the terms and conditions contained therein.
23. Therefore, GLS Realty Private Limited acquire the right to develop multi-storied building in **ALL THAT** piece of parcel of land measuring **23 cottah 9 chittack 10 sq. ft.** more or less comprised in **R.S. Dag Nos. 704, 709, 710 and 711** under **under L.R. Khatian Nos. 2293,728, 556and 2004** lying and situates at Mouza - Thakdari, Police Station - New Town, District – North 24 Parganas.

SCHEDULE A**PART II****DESCRIPTION OF THE PREMISES**

ALL THAT piece and parcel of land admeasuring **23 cottah 6 chittack 28 sq. ft.** more or less comprised in **R.S./L.R. Dag Nos. 704, 709, 710** under **L.R. Khatian Nos. 2293,728, 556 and 2004** lying and situates at Mouza - Thakdari, J.L. No. 19, Ward No. 27, P.S. New Town, in the District- North 24 Parganas, within the limit of the Bidhannagar Municipal Corporation [previously Mahisbathan- II Gram Panchayet], Kolkata - 700102, District – North 24 Parganas, West Bengal and the same is butted and bounded as follows:

ON THE NORTH	:	20ft. wide Thakdari Main Road;
ON THE SOUTH	:	Part of RS & LR Dag No.704;
ON THE EAST	:	Part of RS & LR Dag No.711,712 & 704;
ON THE WEST	:	Part of RS & LR Dag NO.706.

SCHEDULE- B**DESCRIPTION OF THE APARTMENT AND COVERED PARKING****PART-I**

ALL THAT the residential Apartment no. ____, on the _____ Floor of Block- __, having carpet area of _____ sq. ft. excluding of balcony area of ____sq. ft. (Super Built Up area _____ sq. ft.), more or less, flooring tiles, constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the _____ Floor, Block No. __ of "GLS SONAR TORI PHASE 1" at **ALL THAT** piece and parcel of land admeasuring **23 cottah 9 chittack 10 sq. ft.** more or less comprised in **R.S./L.R. Dag Nos. 704, 709, 710** under **L.R. Khatian Nos. 2293,728, 556 and 2004** lying and situates at Mouza - Thakdari, J.L. No. 19, P.S. New Town, Bidhan Nagar Municipal Corporation [previously Mahisbathan- II Gram Panchayet], in the District North 24-Parganas.

PART-II

ALL THAT Parking space purchased with the right to park for _____ medium sized car in the covered car parking space, admeasuring ____**sq. ft.** more or less Super Built Up Area, flooring tiles, situate at the Ground floor of the building, situate in the complex namely "**GLS SONAR TORI PHASE 1**".

SCHEDULE 'C'**PAYMENT PLAN****PART-I****"AGREED CONSIDERATION"**

- (a) Consideration for the Undivided Share and for
Construction and completion of the said Apartment**Rs.**
_____/ -No. ____, on the ____ **Floor** admeasuring ____ **sq. ft.**
Approx Carpet Area. (Super Built up area ____ **sq. ft.**)
- (b) Consideration for the right to park a car
in the said parking space **Rs. _____/-**

AGREED CONSIDERATION

Rs. _____/- (Rupees _____) only

PART-II**PAYMENT TERMS**

Purchasers have agreed to and shall pay the consideration amount as per following manner:

- I. At the time of execution of this Agreement for Sale (20%) of the total consideration

- II. At the time of Foundation (10%) of the total consideration.
- III. At the time of Ground Floor casting (10%) of the total consideration.
- IV. At the time of 1st Floor casting (10%) of the total consideration.
- V. At the time of 2nd Floor casting (8%) of the total consideration.
- VI. At the time of 3rd Floor casting (8%) of the total consideration.
- VII. At the time of 4th Floor casting (8%) of the total consideration.
- VIII. At the time of Brick work (8%) of the total consideration.
- IX. At the time of Plaster work (8%) of the total consideration.
- X. At the time of Electric work (5%) of the total consideration.
- XI. At the time of registration or possession handover whichever is earlier (5%) of the total consideration.

Goods & Service Tax Registration Number 19AAECG7724Q1ZV.

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

PART – III

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of “Promoter/Developer” i.e. “GLS REALTY PRIVATE LIMITED” and the Company shall deduct applicable taxes on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART – IV

The **“Promoter/Developer”** shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 42 months, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the **“Promoter/Developer”** in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART – V

Section A: Additional Payments payable wholly by the Allottees

- (a) All Statutory Rates and taxes, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottees.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the **“Promoter/Developer”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.

- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (g) Legal fee payable to Promoter/Developer is all exclusive in the agreed consideration.

PART – VI

Additional consideration payable to the **“Promoter/Developer”** in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the **“Promoter/Developer”**. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

PART – VII

“DEPOSITS”

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund
- (b) Maintenance Deposit of 1 year @Rs.2.80/- per sq.ft. plus GST.
- (c) Deposit for Corporation/Zila Parishad/Panchayet/Local Authority Taxes.
- (d) Deposit for electric supply for individual meters.
- (e) Deposit for any other item in respect of which payment is to be made by the Allottees under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the **“Promoter/Developer”** at the appropriate time. The Allottees agrees and undertakes to pay all the aforesaid Deposits within 15days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE 'D'**SPECIFICATIONS, AMENITIES, FACILITIES****(WHICH ARE PART OF THE APARTMENT)****(SPECIFICATIONS)****(SPECIFICATIONS)**

STRUCTURE	: RCC Frame Structure with infill/Masonry Brick Wall.
FLOORING	: Block, Bedroom, living, dining, verandah-vitrified tiles.
STAIRCASE & LOBBY	: Staircase & Floor lobbies in stone/tiles/marble.
WALL	: Internal: Putty. External: high quality weather proof/cement/texture paints,
LIFT	: Lift of reputed make (Manual).
ELECTRICAL POINTS	: Modular Switch AC point in master bedroom & provision for other bedrooms, living/dining. Necessary electrical points with switch in all bedrooms, living/dining, kitchen and toilets. Concealed copper wiring. Door bell point at entrance door.
WINDOWS	: Aluminum sliding windows with clear glass finish Aluminum louvers for toilet.
KITCHEN	: Vitrified tiles floor with granite counter stainless sink.

Ceramic tiles upto 2 feet above the counter.

Electrical points for microwave oven, refrigerator and exhaust fan etc.

WATER SUPPLY : 24 hours treated water supply.

SECURITY : 24 hours security.

Common area under CCTV Surveillance.

POWER BACKUP : Provision for power back-up in common area

DOORS : Tough timber frame and solid core flush door.

Main Entrance: flush Door.

Main door Fittings: Eye hole with locks.

Internal Door: Flush door.

Toilet Door: PVEC Door at toilet.

TOILET : Anti skid vitrified tiles

Ceramic tiles upto door height on the wall.

CP fittings of reputed make.

Plumbing provision for HOT/COLD water line.

Electric point for geyser.

TELEPHONE/CABLE TV : Point of Cable TV conducting in living/dining and master bedroom.

Provision Telephone line in living/dining.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

THE SCHEDULE "E" ABOVE REFERRED TO
(COMMON PORTIONS)

PART - I

A. COMMON PARTS and PORTIONS in the BUILDING.

Lift in each block

CCTV surveillance.

PART-II

B. COMMON PARTS and PORTIONS in the COMPLEX are listed as under. These COMMON PARTS and PORTIONS/FACILITIES shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project "GLS SONAR TORI PHASE - I" Present purchasers will have no right to raise any objections on the usage of the under mentioned COMMON PARTS and PORTIONS/FACILITIES with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

Gymnasium

AC Community Hall

Kids Play Area

Water Body.

RECEIPT

RECEIVED a sum of Rs. _____/-(Rupees _____)only from the above named Purchasers as an advance amount against the full and final consideration of Rs. _____/-(Rupees _____)only.

MEMO OF CONSIDERATION

Sl.No.	Cheque No./DD No.	Date	Drawn on Bank & Branch	Amount (Rs.)
1				
TOTAL				_____/-

(Rupees _____) only

WITNESSES

1.

2.

SIGNATURE OF PROMOTER/DEVELOPER

Drafted and prepared by me: