

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL.

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AGREEMENT FOR SALE

THIS AGREEMENT is made on this the 2nd day of January, 2011 BETWEEN
M/S. PRITHVI DEVCONS PVT. LTD., a company incorporated under the
Companies Act, 1956 having its registered office at 43, Diplabi Anukul Chandra
Street, Kolkata - 700072, hereinafter referred to as the DEVELOPER (which
expression shall unless excluded by or repugnant to the context be deemed to
include its successors in interests, successors in office, liquidators, executors,
administrators, representatives and assigns and nominees or nominees) of the FIRST
PART

AND

M/S. GUNWATE PROPERTIES (P) LTD., a company incorporated under the
Companies Act, 1956, having its registered office at 5A, Shakespeare Sarani Police
Station Shakespeare Sarani, Kolkata - 700 071, hereinafter referred to as the FIRST
CONFIRMING PARTY (which term or expression shall unless excluded by or
repugnant to the context or meaning shall include its successors

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in interests, successors in office, liquidators, executors, administrators, representatives and assigns and nominees or nominees of the **SECOND PART**, the First Confirming Party herein being represented by its Constituted Attorney **M/s. Pawan Dewaris Pvt. Ltd.** (the Developer herein) appointed by deed of a Power of Attorney dated 29th December, 2003.

AND

1. **M/S. PIONEER MARBLES & INTERIORS PVT. LTD.**, a company incorporated under the Companies Act having its registered office at 10A, Rowena Street, Kolkata-700017, 2 **M/S. SAI HIGHRISE PVT. LTD.**, a company incorporated under the Companies Act having its registered office at Promata Building, 3rd Floor, 39, Shaheensara Garden, Kolkata-700017, hereinafter referred to as the **PURCHASERS** (which expression shall mean and include its successors in interests, successors in office, liquidators, executors, administrators, representatives and assigns and nominees or nominees whatsoever) of the **THIRD PART**

WHEREAS -

- A One Nimal Chandra Datta sold and conveyed ALL THAT land measuring about 2.22 acres forming part of Dag no. 1140, 1150, 1151 under Khata no 117 in Mouza Agarpata, Touza no. 152 under Police Station Panchhat in the than district of 24 Parganas now North 24 Parganas comprised in municipal premises No 691, Barrackpur Link Road within the limits of the Panchhat Municipality (hereinafter referred to as the 'Said Premises' which are more fully and particularly described in the First Schedule written hereunder) jointly to Mr. Jacob Rendon Jacob and Mr. Nessim Benjamin Elias by a Deed of Conveyance dated 21st January, 1947, who hold the said property in trust and benefit of the Agarpata Company Ltd. The said deed was registered in the office of Registrar of Calcutta, Calcutta Registration Office in Book no. 1 Vol. No. 37, Pages 108 to 118 being no. 722 of the year 1947.
- B Said Mr. Jacob Rendon Jacob and Mr. Nessim Benjamin Elias by a Deed of Release dated 20th November, 1947 released the said premises in favour of The Agarpata Company Ltd. and the said Deed of Release was registered with District Registrar of Assurances, Alipore, 20

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Enclosed in the Book No.1, Volume No.101, Pages No.19 to 22 in Hong Kong No 8000 of the year 1948

6. That the said premises got vested with Mrs. The Agapara Co. Ltd. (herein after referred to as Vendor/ Land owner) and its name was recorded in the Record of Right and also registered land authority
7. Consequently the Vendor/ Land Owner entered into Development Agreement dated 10th July, 2007 (hereinafter referred to as the 'Said First Development Agreement') with Mrs. Sunwala Properties Pvt. Ltd (the First Confirming Party herein) for commercial exploitation of the said premises
8. Subsequently Mrs. Sunwala Properties Pvt. Ltd. (the First Confirming Party herein) for its own reasons and conveniences nominated its right under the said first development agreement in favour of the Developer herein, Mrs. Prithvi Developers Pvt. Ltd. with the consent and concurrence of the Vendor/ Land Owner and consequently an Agreement was entered on 18th July, 2007 between the Developer, the Vendor/ Land Owner and the First Confirming Party herein (the said first development agreement and the said agreement dated 18th July, 2007 herein after collectively referred to as the 'Said Development Agreements') whereby and whereunder the rights of First Confirming Party herein got vested in the Developer herein, Mrs. Prithvi Developers Pvt. Ltd.
9. In terms of the said development agreements, the Developer herein caused a building plan sanctioned bearing Plan No.363 dated 03.08.2007, subsequently revised by plan No.414 dated 01.09.2009 from the District Municipality for construction of a multi storied building complex on the land of the said premises after demolishing the old structures thereon and the said building intended to comprise of various units and spaces
10. The said development agreements entitled the Developer to enter into agreements for sale and transfer of various spaces and units to the intending purchasers
11. By and under 5 (five) several Agreements for Sale made between the parties herein all dated 16th June, 2008, Prithvi Builders & Interiors Pvt.

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1.1. Being the purchaser no 1 herein agreed to purchase 5 (five) numbers of flats at and for a total consideration of a sum of Rs. 8720000/- (Rupees Eighty seven lac and twenty six thousand) only, out of which a sum of Rs. 65,00,000/- (Rupees sixty five lac) only, was paid by the said Pioneer Modular & Interiors Pvt. Ltd being the purchaser no 1 herein to the Developer herein as and by way of full payment towards purchase of the said 5 (five) flats, the details whereof are appearing hereunder:

| Block Flat No. | Area | Floor | Consideration | Paid |
|-------------------|-------------|-----------------|---------------|-----------------|
| 1 A | 15405sq ft. | 3 rd | Rs. 1745200/- | Rs. 13,00,000/- |
| 1 A | 15405sq ft. | 5 th | Rs. 1745200/- | Rs. 13,00,000/- |
| 1 C | 15405sq ft. | 3 rd | Rs. 1745200/- | Rs. 13,00,000/- |
| 1 C | 15405sq ft. | 4 th | Rs. 1745200/- | Rs. 13,00,000/- |
| 4 F | 15405sq ft. | 4 th | Rs. 1745200/- | Rs. 13,00,000/- |

- 1.2. By and under 5 (five) several Agreements for Sale made between the parties hereto all dated June, 2008, San Highrise private limited being the purchaser no 2 herein agreed to purchase 5 (five) numbers of flats along with 5 car parking spaces at and for a total consideration of a sum of Rs. 80,22,300/- (Rupees eighty nine lac twenty two thousand three hundred) only, and the total Consideration of Rs. 80,22,300/- (Rupees eighty nine lac twenty two thousand three hundred) only, was paid by the said San Highrise private limited being the purchaser no 2 herein to the Developer herein as and by way of full payment towards purchase of the said 5 (five) flats along with 5 car parking spaces. the details whereof are also appearing hereunder:

| Block Flat No. | Area | Floor | Parking | Consideration | Paid |
|----------------------|-------------|-----------------|---------|---------------|---------------|
| 3 O | 15655sq ft. | 3 rd | 1 | Rs. 1593450/- | Rs. 1593450/- |
| 2 I | 12705sq ft. | 4 th | 1 | Rs. 1590100/- | Rs. 1590100/- |
| 3 K | 12705sq ft. | 3 rd | 1 | Rs. 1590100/- | Rs. 1590100/- |
| 2 I | 15655sq ft. | 3 rd | 1 | Rs. 1593450/- | Rs. 1593450/- |
| 4 O | 15405sq ft. | 3 rd | 1 | Rs. 1595200/- | Rs. 1595200/- |

- 1.3. The parties hereto have now mutually decided and agreed that the purchaser no 1 and 2 herein i.e. Pioneer Modular & Interiors Pvt. Ltd. and San Highrise Private Limited, have now jointly agreed to purchase the commercial space measuring about 10996 sq. ft.(5473 on ground floor and 5473 on first floor) along with 3(floor) open car parking spaces in

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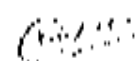
the building in place and instead of the 10 (ten) numbers of flats and 5 (five) parking spaces, agreed to be purchased by the purchaser herein under the said 10 (ten) numbers of Agreements for Sale all dated 14. 6. 2011 is hereby further agreed and decided by and between the parties hereto that the said 10 (ten) agreements shall be treated as cancelled and/or terminated and the said total sum of Rs. 1,54,22,300/- (One crore and fifty four lakh twenty two thousand three hundred) only paid under the said 10 Agreements for sale as mentioned earlier shall be treated as part payment of the total consideration against purchase of the said commercial space along with 3 nos. (three) Open parking space by the purchaser herein as mentioned in the Second Schedule here under written. Accordingly, the owners, developers and the first continuing parties herein shall be bound and shall be liable to execute necessary and proper Deeds of Conveyance/Transfer in favour of the purchaser herein or in the name of their nominee or nominees upon appropriation of Rs. 1,54,22,300/- (One crore and fifty four lakh twenty two thousand three hundred) only out of the total consideration as mentioned in the third schedule here under written. There after none of the parties hereto shall have any claim on any account whatsoever over and in respect of the said 10 (ten) numbers of flats and 5 (five) parking spaces as previously agreed to be purchased by the purchaser herein under the said Ten Agreement for sale.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. **DEFINITIONS:**

- 1.1 **ARCHITECT** shall mean the architect for the time being appointed by the Developer for the construction of the new building on the said premises or such other person or persons, firm or firms, company or companies whom the Developer may appoint or nominate as the Architect of the building.
- 1.2 **ADVOCATES** shall mean J. C. Banerjee & Co., Advocates of 12, Old Post Office Street, Kolkata - 700001
- 1.3 **BUILDING** shall mean the new building or buildings or blocks to be known as "**PRITHVI PLAZA**"(B+G+V storied building) to be

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- conducted by the Developer of the said premises, comprising of basement, showroom spaces and residential units.
14. **COMMON AREAS** shall mean all the common areas including constructions and installations comprised in the said premises and/or the building and expressed or intended by the Developer for common use and enjoyment of the flat/showroom holders as specified under Part I of the **FOURTH SCHEDULE** hereunder written.
15. **COMMON AMENITIES AND FACILITIES** shall mean all the common areas, amenities, facilities, erections, constructions, and installations comprised in the said premises and/or the building and expressed or intended by the Developer for common use and enjoyment of the flat holders as specified under Part II of the **FOURTH SCHEDULE** hereunder written.
16. **COMMON EXPENSES** shall include all the expenses to be incurred by or on behalf of the flat holders / showroom space holders for the maintenance and upkeep of the building and the said premises and/or expenses for the common purposes as may be allocated by the Developer including those specified under the **FIFTH SCHEDULE** hereof.
17. **COMMON PURPOSES** shall mean and include the purposes of managing and maintaining the said premises and the building and in particular the common areas, collections and disbursement of the common expenses and dealing with the matters of common interest of the flat holders / showroom space holders and relating to their mutual right and obligation for the most beneficial use and enjoyment of their respective flats / spaces exclusively and the common areas in common.
18. **LAND** shall mean the land comprised in the said premises and comprising 2.22 acres more or less which are more fully described in the First Schedule written hereunder.
19. **PLAN** shall mean the plan sanctioned by the Panbani Municipality being Sanction Plan No 385 dated 03.08.2007, subsequently revised by plan No 414 dated 04.09.2009 for construction of the building on the said

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premises, and shall include all modifications and alterations thereto as suggested by from time to time by the Architect/Urban Municipality or any other authority.

- 1.10 **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion in which the covered area of any flat/showroom space in relation to the covered area of all the flats/showroom spaces in the new building.
- 1.11 **SAID PREMISES** shall mean All that the portion and parcel of land measuring 2.22 acres more or less, situate, lying in being Premises No 921, Barabekpur Trunk Road, Kolkata - 700037 within the municipal limits of the Panchai Municipality, Ward No 7, Kolkata - 700037 more specifically described under the **FIRST SCHEDULE** hereunder written.
- 1.12 **SAID SPACE** shall mean **ALL THAT** Space measuring about 10940sqft (Ten thousand nine hundred forty six) square feet (on super built up area basis 5473 sqft. On Ground Floor and 5473 sqft. on First Floor) situated on the Ground Floor and First Floor of the Building along with 03 (Three) open car parking spaces in the building named and known as 'Pratibha Plaza' shown with red lines in the Plans Annexed along with, built and constructed on the land of the said premises together with undivided proportionate share in the land comprised in the said Premises, more specifically described under the **SECOND SCHEDULE** hereunder written and it is expressly agreed by and between the parties hereto that the determination of the super built up area is minus 20% and shall be conclusive and binding on the parties, (So it be mentioned that the cut out area in First Floor will be considered in the measurement).
- 1.13 **PURCHASER** shall mean and include his/her and their each of their respective successors in interest and/or assigns and heirs or assigns.
- 1.14 **UNDIVIDED SHARE** shall mean the proportionate impartible undivided share in the land comprised in the Said Premises and attributable to the said Flat/ and/ Space to be determined by the Developer.

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- 1.15 **SPACE/UNIT** shall mean the space constructed in the building intended and/or capable of being exclusively owned, controlled and/or enjoyed by any flat/office space holder.
- 1.16 **SPACE HOLDER** shall mean the person or persons who have for the time being agreed to acquire any space in the building but shall not include a tenant or licensee of such **SPACE**.

2 TITLE

- 2.1 The Purchaser has inspected and examined the title of the Vendor and Owner in respect of the Sold Premises and the manner of devolution thereof and the Purchaser agrees and covenants not to raise any objections thereto or make any requisitions therewith.
- 2.2 The Purchaser has prior to the execution of this agreement already inspected and satisfied itself about the title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and design and drawings and boundaries of the proposed Building to be constructed including the collection points and pattern.
- 2.3 The Purchaser has agreed not to raise any objection regarding the title of the Vendor and the Developer shall be entitled to modify or alter the said plan and/or submit the revised plan, in terms of the prevailing municipal rules, which the Purchaser hereby covenants.

3 SALE/TRANSFER

- 3.1 The Developer has agreed to sell and transfer and the Vendor and Owner and the First Confirming Party agreed to confirm and the Purchaser has agreed to purchase and acquire on the terms and conditions stipulated herein **ALL THAT** Spaces measuring about 10946 sq ft (on super built up area basis 5473 sq ft. On Ground Floor and 5473 sq ft on First Floor) situated on the Ground Floor and First Floor of the Building along with 3(Hree) open Car parking spaces in the building named and known as "Pillivi Plaza" shown with red borders in the Plans Annexed along with, built and constructed on the land of the said

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premises together with undivided proportionate share in the land comprised in the Said Premises, more specifically described under the 13TH SCHEDULE hereunder, hereunder written together with undivided share in the common parts, portions, zones, erections, constructions and installations, but subject to the Purchaser making payment of all the amounts agreed to be paid by the Purchaser to the Developer and also performing and observing all the other terms and conditions hereinafter appearing.

- 3.2 The Developer has also agreed to provide the space for installation of Purchaser's own Generator Set within the premises as decided by the Developer and the Purchaser agreed to pay for same separately as decided by mutual consent.
- 3.3 The Developer has agreed to take all necessary steps for obtaining permanent electrical connection in favour of the Purchaser from C.E.S.C. at the Cost of the Purchaser.
- 3.4 The undivided share in the land shall be in the land comprised by the Said Premises and such undivided share shall always remain indivisible.
- 3.5 The common parts and portions in the said building and the land fixtures as such as shall be necessary or be required and as thought fit and determined by the Developer for the beneficial enjoyment of the Said space and such common parts and portions shall be declared and/or identified by the Developer in its absolute discretion.
- 3.6 The right of the Purchaser shall remain restricted to the said Space and the common areas and common amenities and fixtures erections constructions and installations therein and shall have no right nor claim any right over and in respect of any other spaces/FATS/Units or open Spaces.

4 CONSIDERATION & PAYMENT

4.1 In lieu of the consideration mentioned in PART - I of the THIRD SCHEDULE herein (hereinafter referred to as the "Consideration Amount") to be paid by the Purchaser to the Developer in the manner set out in PART - II thereof, the Developer agrees to construct and sell

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to the Purchaser the said space described in the SEVENTH SCHEDULE, it being recited that the Purchaser has informed the Developer that such payment schedule is more convenient to the Purchaser.

4.2 The Purchaser has also agreed to pay to the Developer in addition to the consideration amount hereinafore mentioned, proportionately all applicable statutory charges and expenses, including all charges and costs for any alterations in the said space or any other extra facilities with specifications in construction etc. which the Developer may on a later date decide to provide, which is presently not taken into consideration, including the costs, charges and expenses for revision of the plan to the extent it relates to such alteration.

4.3 In addition to the aforesaid consideration amount, the Purchaser shall also pay to the Developer extra amount as specified in under the SEVENTH SCHEDULE.

4.4 The Purchaser shall also pay and bear and hereby undertakes to pay and bear fully any other levies, fees, charges or taxes including any VAT or service tax in respect of the sale of the said unit irrespective whether levied on the Developer or the said buildings or on the Purchaser.

4.5 The Purchaser shall be entitled to nominate any person, persons, firm, company or any other entity in their place and stand to serve the Deeds, of conveyance executed and registered in his/hers/their favour in which the vendor/ Land owner/ the Developer/ the first Confirming party shall not be entitled to charge and the purchaser herein shall not be liable to pay to the vendor/ Land owner/ the Developer/ the first Confirming party for and on account of such nomination by the purchaser herein which the vendor/ Land owner/ the Developer/ the first Confirming party confirm and give their consent for the same.

5. **MANNER AND TIME OF COMPLETION**

5.1 The Developer will complete the said space as a commercial showroom in the as per specified in the schedule of specifications hereunder within one month of those present subject to force majeure as specified under the Clause 10 hereto.

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- 5.2 In case the Developer herein fails to complete the Said space for giving delivery to the Purchaser, the Purchaser having fully complied with all its obligations and payments, hereunder as stated in Clause 5.1 above, thereafter the Developer shall be liable to pay compensation per month as determined by both the parties with mutual consent till such time the Said space is complete and notified for being taken by the Purchaser.

6 POSSESSION

- 6.1 Under any circumstances the Purchaser shall be entitled to claim possession unless all the dues of the Developer including those under clause 4 hereunder have fully been paid and/or discharged and the Developer has issued a certificate to such effect, and thereafter the Developer shall give notice to the Purchaser who shall within 15 (fifteen) days of service of the said notice, take possession of the Said space after fulfilling all its covenants hereunder. However the common amenities will be provided only after completion of all the building.

- 6.2 The Purchaser shall unless it takes possession earlier be deemed to have taken possession of the said space on the date of possession, i.e. on the 15th (fifteenth) day of posting of the said notice under UCP and/or registered post, irrespective of when he/she/they/it takes actual physical possession.

7 DEFAULT IN PAYMENT

- 7.1 Notwithstanding any thing herein contained, in case the Purchaser commits default in observing his/her/their its covenants/obligations herein including those for payments, within the time specified hereof, then and in such event, this agreement shall stand terminated and all rights and claims of the Purchaser against the Developer and/or Said Promisor under the Said space and/or the common areas shall stand extinguished and the Developer shall be entitled to cancel this agreement and sell the Said space and the right or share of the Purchaser pro-rata satisfaction of the dues and claims. In the event of such cancellation, an amount equivalent to Rs. 100/- per sq. ft. shall stand forfeited and the Balance amount will be refunded without any interest by the Developer to the Purchaser within a reasonable period of fifteen days from the date of cancellation.

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7.2 In case the Developer declares the default of the Purchaser then and in such event, the purchaser shall along with such other and/or options, pay interest @ 12% per annum for the period of default on all amounts remaining unpaid. Any condonation granted by the Developer shall not amount to waiver of the future defaults, or breaches.

B. ASSOCIATION

8.1 The Developer shall assist the unit/purchaser holders to form the Association for the common purposes and the unit holders shall be made the members thereof with equal powers thereof. In other words, each unit shall represent one share, irrespective of the number of persons owning it and irrespective of the same person owning more than 1 (one) Unit.

8.2 The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for acquiring and holding membership with proportionate voting rights.

8.3 The Developer shall transfer to the Association all its rights and obligations with regard to the common purposes and after the Developer makes the aforesaid transfer to the Association, all the rights and obligations of the developer with regard to the common purposes shall stand transferred to the Association and only the Association shall be entitled thereof and obliged thereof. All references to the Developer herein shall henceforth be deemed to be references to the Association.

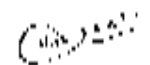
B. RESTRICTIONS AND OTHER OBLIGATION

9.1 As from the date of possession of the Sold space, the Purchaser agrees and covenants:

- i) to cooperate with the Developer and/or Association in the management and maintenance of the said building,
- ii) to observe the rules or regulations it may be framed from time to time by the Developer and/or Association of the said Premises and/or the Building.

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- ii) To allow the authorized representatives of the developer and/or Association with or without workmen to enter into the said flat for the purposes of maintenance and repairs;
- iii) To pay the charges of the electricity and other utilities in or relating to the said space wholly for the said space and proportionately in relating to the common parts;
- iv) Not to subdivide the said space and/or the car parking space allotted, or any portion thereof;
- v) Not to throw or accumulate or cause or permit to be thrown or accumulate any dirt, rubbish or other refuse within the said space or in the said building and/or compound or in any portion of the building or in the Common parts save at the places indicated therefor;
- vi) Not to keep or store unless allow to be kept or stored any offensive, combustible, obnoxious, hazardous or dangerous articles in the said space or in the common areas and not to block any common areas of the building in any manner;
- vii) Not to keep any heavy article or thing, operate any machine or is likely to endanger the structure of the building or damage the floor or roof or walls of any unit;
- viii) Not to hang from or attach to the premises or egress any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;
- ix) Not to fix or install air conditioners in the said space save and except at the places which have specified in the said space for the same;
- x) Not to do or cause anything to be done in or around the said space which may cause or tend to cause or tantamount to cause or affect any damage to the other units or to the flooring or ceiling of the other units or any other portion over or below the said space or adjacent to

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the said space in any manner and not to interfere with the use and rights and enjoyment of any other spaces, passages or amenities available for common use;

- xii) Not to damage or demolish or cause to be damaged or demolished the said space or any part thereof or the fittings and fixtures affixed thereto;
- xiii) Not to permit oblong of balconies and common parts and also not to permit any alterations in the elevating and outside colour scheme of the exposed walls of the verandah, balcony or any external walls on both the faces of the external doors and windows including the galls of the said space;
- xiv) Not to make in the said space any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
- xv) Not to use the said space or permit the same to be used for any purpose whatsoever other than for legal commercial showroom purposes and not to use the same for any purpose which may or is likely to cause any disadvantage, discomfort, nuisance or inconvenience to the other users and occupants of the said premises and the neighbouring premises and shall not use the said space for any illegal or immoral purposes, a boarding house, club house, health centre, nursing home, amusement or entertainment centre, eating or catering place, dispensary, clinic, gymnasium, golf course or as a meeting place or for any manufacturing or industrial activity subject to permission from the Developer/Association;
- xvi) Not to use the car parking spaces, allotted to the purchaser, or permit the same to be used for any other purposes whatsoever other than for the parking of the purchaser's business and not to permit any person to dwell there therein;

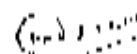
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- xvii) Not to park or allow the car to be parked in the pathway or in the special covered spaces of this building or at any other places except at the spaces, allotted for it,
- xviii) To not to use these common areas as mentioned in the FIFTH SCHEDULE hereto, for ingress and egress to the said spaces, and the premises shall have no right or any other portion and/or space in the building and/or the said premises.
- xix) To at all times keep the interior walls, fittings, fixtures, appointments, floor, ceiling etc. of the said spaces in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation therein and keep the other occupants of the building indemnified from and against the consequences of any damage arising therefrom.
- xx) Not to obstruct or object in any manner to the Developer or its workmen doing or permitting any one to do any construction, alteration or work in the said premises and/or the Building.
- xxi) Not to affix or draw any wires, cables, pipes etc. from and to or through any of the common areas or other units.
- xxii) The Purchaser shall have only the proportionate right and interest in the common parts, erections, constructions and installations of the building (save those reserved unto the developer) and shall not do any deed or thing, which may in any way prevent and/or restrict the rights and liberties of the Developer.
- xxiii) To regularly and punctually pay and discharge to the developer or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the said spaces and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the FIFTH SCHEDULE hereto/hereof written in advance within the 7th day of every month according to the English Calendar. Such amount shall be deemed to be due and payable on and from the date

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of possession whether actual possession of the Unit space has been taken or not by the Purchaser.

- xxiv) The Proportionate rate payable by the purchaser for the common expenses shall be decided by the Developer and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of amount of the apportionment of charges as prepared by the Developer and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same.
- xxv) So long as such unit in the building is not separately assessed and metered, the purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the entry and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the said space.
- xxvi) After taking delivery of the said space, the purchaser shall take steps to have the said space separately assessed and metered. The Purchaser shall be liable and responsible for all the costs and consequences of non observance of this clause.
- xxvii) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Developer and/or the Association shall also be entitled to withhold all utilities and facilities to the purchaser and/or the said space, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition, the said space shall be deemed to be charged in favour of the Developer or the Association as the case may be, for all such amounts falling due together aforesaid.
- xxviii) In case the Developer and/or Association condone the default of the purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer or the Association and also interest at the rate of 1.5 (one and half) percent per month for the

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period of default on all amounts remaining unpaid together with reasonable charges.

10. FORCE MAJEURE;

10.1 The Developer shall not be required to honour any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions hereinafter and it shall not be liable to pay any interest or damages therefor.

- i) Fire,
- ii) Natural Calamity;
- iii) Terrorist,
- iv) Labour Unrest,
- v) Local Problems;
- vi) Any prohibitory order from the court or the concerned Municipal Corporation or any other competent authority,
- vii) Delay in getting drainage connection,
- viii) Delay in obtaining occupancy certificate
- ix) Any other unavoidable circumstances beyond the control of the Developer;

11. MISCELLANEOUS

11.1 The new building shall always be known as "PRITHVI PLAZA" and the Unit Holders shall not be entitled to change the name at any time in future.

11.2 The Purchaser at his/her/his/its own cost shall make payment of the stamp duty and registration charges. It shall be the responsibility of the Purchaser, after obtaining possession of the said space, to get the deed of conveyance registered in due course and the Vendor/Developer will appear before the authorities for the registration of the conveyance.

11.3 The right of the purchaser shall remain restricted to the said space and in no event the purchaser shall be entitled and hereby agrees not

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MS (Signature)

to clamp any right in respect of the other party in relation of the said building and the said Premises. Developer shall be entitled to sell and transfer this said open spaces by way of open car parking/area whether parking zones or area.

- 11.4 The Developer shall be entitled to all future vertical exploitation of the said building under the said premises by way of additional construction or adding another floor or floors as otherwise.
- 11.5 The Purchaser shall not be entitled to any car parking spaces at the said premises unless specifically allotted under this agreement, which shall always be charged over and above the consideration payable in respect of the super built up areas of the unit.
- 11.6 The Developer shall have absolute right in the roof of the building at the said premises, and the roof shall be under exclusive ownership, control, and possession of the Developer and the Developer shall be entitled to construct further floors if permitted by the concerned municipal authority and dispose of the same under all other additional structures constructed thereon, ultimate roof after construction if any done by the Developer within five years shall be open to the use of the purchasers.
- 11.7 This Agreement contains and entire agreement of the parties and no oral representation or statement between the Developer and the Purchaser shall be considered valid or binding upon either of the parties.
- 11.8 This agreement supersedes all other agreements, arrangements, understandings or brochures and in no event the purchaser shall be entitled to set up any oral Agreement.

12. DOCUMENTATION AND PROFESSIONAL CHARGES

- 12.1 M/s. L.G. Saneeti & Co. Solicitors & Advocates of 12, Old Post Office Street, Kolkata 700001 has prepared this agreement and shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building as envisaged herein and such documents containing the covenants to be observed on the part of the parties hereto shall be of this rule.

M. (Signature)

(Signature)

discretion of the said Advocates and may be determined by them to be reasonable and the costs and expenses of this clause shall be borne and paid by the Purchaser. The Purchaser, despite the fact of their obligations to pay the remuneration and fees to the said Advocates, shall be at liberty to consult any other lawyer/advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of his/her/their responsibility to pay the remuneration as herein provided.

12.2 All stamp duty, registration charges, and other incidental expenses and/or in relation to conveyance of the said space and for obtaining approval and consent necessary for such transfer and also any other assurances deeds required to be made or in relation thereto shall be borne and paid by the Purchaser.

13. NOTICE

13.1 Notice by either of the parties to the other shall be deemed to have been served on the seventh day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgment due at the last known address of the parties hereto.

14. ARBITRATION

14.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching thereon, present or arising hereafter, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, or any other statutory modification or enactment for the time being thereto in force. Both parties shall be entitled to appoint one Arbitrator each and the two Arbitrators shall jointly nominate and appoint a third arbitrator, (hereinafter collectively referred to as "THE ARBITRATORS"). The arbitration shall be held at Kolkata only. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have the power to give interim awards and/or directions. It would not be obligatory on the part of the Arbitrators to give any striking and/or monetary award. The Award by the

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Arbitration shall be given within a period of 3 (three) months from the date of disputes being referred to arbitration.

15. JURISDICTION

15.1 Only the Courts having territorial jurisdiction over the said premises shall have jurisdiction in all matters relating to or arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Said Premises)

ALL THAT pieces and parcel of rent free land measuring an area of 2.22 acres more or less in Muzai - Aquapara, Touzi No. 155, P.S. - Khordha, comprised in Dag Nos. 1148, 1150, 1151 under Khata No 117, within the local limit of Pambate Municipality in Ward no.7 being Plot No. No 921, Barrackpur Trunk Road, Pambate, in the District of 24 Parganas, which is bulled and bounded in the manner following that is to say :-

| | | |
|--------------|---|-----------------------|
| On the North | : | Barrackpur Trunk Road |
| On the East | : | Others small lands |
| On the South | : | Kamarhati Euro Bridge |
| On the West | : | 13 Feet Road |

OR HOWSOEVER OTHERWISE, THE SAME IS BULLED BOUNDED KNOWN AND NUMBERED

THE SECOND SCHEDULE ABOVE REFERRED TO
(Said Space/Unit/Car parking)

ALL THAT Space measuring about 10046 sq. (Ten thousand nine hundred forty six) square feet (on super built up area basis 5473 sq. On Ground Floor and 5473 sq. on First Floor) situated on the Ground Floor and First Floor of the Building along with 3(Three) open car parking spaces in the building period and known as "Futura Plaza" shown with red borders in the Plans Attached

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for *(Signature)*

alongwith front and constructed on the land of the said premises which are more fully and particularly described in the First Schedule with in above local title with undivided proportionate share in the land comprised in the said portion along with common rights in the common parts, portions, facilities, areas, structures, constructions and installations, of the said building/building complex/premises. The layout plan of the said space is attached hereto. These areas shall be subject to final measurement at the time of delivery of the premises accordingly the consideration shall be increased or reduced as it be mentioned that the cut out area may be considered for measurement for area calculations.

THE THIRD SCHEDULE ABOVE REFERRED TO
(AMOUNT OF CONSIDERATION)

The total amount agreed to be paid by the buyer to the seller in terms of this agreement is as follows:-

| PARTICULARS | AMOUNT (Rs.) |
|--|-------------------|
| SHOWROOM SPACE 10048 SFT SUPER BUILD UP AREA A @ SFT Rs. 2500/- per sq.ft. | Rs. 2,51,20,000/- |
| 3 (THREE) OPEN CAR PARKING SPACES @ RS. 1,50,000/- PER CAR. | Rs. 4,50,000/- |
| ELECTRICAL & TRANSFORMER @ Rs.300/- per sqft GENERATOR & INTERCOM | Rs. 9,00,000/- |
| LEGAL CHARGES FOR THIS AGREEMENT | Rs. 15,000/- |
| TOTAL AMOUNT | Rs. 2,65,20,000/- |

The aforesaid total sum of Rs. 2,65,20,000/- (Rupees Two Crores eighty eight Lacs twenty thousands) only shall have to be paid by the **PURCHASER**,

| PARTICULARS | AMOUNT (Rs.) |
|---|-------------------|
| Before execution of this Agreement to Prithvi Devcons Pvt. Ltd. | Rs. 1,54,22,300/- |
| On [executing of Deed] of Conveyance | Rs. 1,10,97,700/- |

4

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**THE FOURTH SCHEDULE ABOVE REFERRED TO
(PART I (COMMON PARTS))**

1. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways, ramps, driveways.
2. Lifts, Lift Fite, Lift Plant installation, Lift machine Room.
3. Common passages and lobby on ground floor (excluding covered & open car parking) spaces.
4. Sewerage, if any.
5. Water pump, water tank, water pipes and other common plumbing installation.
6. Transformer if any, electric wiring, meter and fittings.
7. Drainage and sewers including main drains, septic tank etc.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installations, fixtures and fittings in or about the said premises and/or the building as are necessary for passage to or from and occupancy of the flats and so are specified by the Developer expressly to be the common parts after construction of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
PART II (Common Amenities and Facilities)**

1. Concrete paved pathways within the complex.
2. Generator for common services, lifts, pumps and lighting, community hall.
3. Electric, Transformer H/V/L line.
4. Fire fighting system.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)**

1. The costs and expenses of maintaining, decorating and renewing etc. of the main structure, gutters and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in and/or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one flat in the

22

18

and building, main entrance, landing and stair cases of the said building and enjoyed by the Purchaser or used by him/his/hers or it in common as indicated and the boundary walls of the building, compounds, lifts, pumps, reservoir, fire system, electrical and other installations

2. The cost of cleaning and lighting the main entrance, passages, landings, stair cases and other parts of the said building as enjoyed and used by the Purchaser in common as aforesaid and keeping the adjoining spaces in good and repaired condition.
3. The cost of salaries of porter/watchman, cleaner, bill collector, liftman, chowkidars, sweepers, caretakers, plumber, security guards, gardeners, electricians, etc.
4. Maintaining and operating the lifts.
5. Providing and arranging for the emptying receptacles for rubbish.
6. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are responsibility of the individual owners/occupiers of any flat/units / space holder.
7. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development of any apart thereof so far as the same is not the liability of or attributable to the flat of any individual purchaser of any flat.
8. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
9. Paying a fair proportion of the cost of clearing repairing including any drains and sewers forming part of the property.
10. Complying with the requirements and directions of the any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are responsibility of the occupier or purchaser of any flat/flat.

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for (S...)

- 11) The purchase, maintenance, renewal and repair of equipment of the Developer/Association may from time to time be needed necessary for the carrying out of the acts and things mentioned in this schedule.
- 12) All such other expenses and outgoings as are deemed by the Developer/Association to be necessary for an incidental thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Specifications)

| | |
|----------------|--|
| FOUNDATION | Strong structure resting on deep RCC Raft Foundation. |
| EXTERIOR | Finished with suitable weather proof paint |
| INTERIOR WALLS | Bank walls with POP finish |
| FLOORING | Vitrified Tiles Flooring |
| ELECTRICALS | Completed Electrical Wiring. Purchaser will obtain electric connection at his own cost. |
| WATER SUPPLY | 24hrs. water supply |
| FRONTAGE | Rolling Shutters (Manually operated) |

THE SEVENTH SCHEDULE ABOVE REFERRED TO

Extra Amounts Payable by the Purchaser(s) : on or before possession

The below mentioned amount shall be paid by the Purchaser, over and above excluding the amount to be paid as mentioned in the THIRD SCHEDULE :

- i) Advance fees for conveyance and registration shall be 2% of the value of the documents including registration related expenses.
- ii) Any cost for internal lay out change including KMC revision fee.
- iii) Registration fee, stamp duty and registration related expenses as applicable.

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(10/2/2024)

IN WITNESS WHEREOF the parties hereto have executed these presents, on this day 15th of 2011 and year first above written

Executed, signed and delivered by the Developer in presence of

[Handwritten Signature]
Director

1. *[Handwritten Name]*

Developer

2.

Executed, signed and delivered by the First Confirming Party in presence of

[Handwritten Signature]

First Confirming Party

1. *[Handwritten Name]*

2.

Executed, signed and delivered by the Purchaser in presence of:

For Pioneer Motiles & Linters (P) Ltd

[Handwritten Signature]
Director

1. *[Handwritten Name]*

For The Housing Dev. Ltd.
[Handwritten Signature]

2. *[Handwritten Name]*

Purchaser

Prepared in my office

Advocate

DATED THE 23RD DAY OF AUGUST, 2011

BETWEEN

M/S. THE AGARWALA COMPANY LIMITED

AND

M/S. PIONEER MARBLE & INTERIORS
PVT. LTD. & ANS.

AND

M/S. PRITHVI VYOMS PVT. LTD.

AND

M/S. GUNWATI EXPORTERS (P) LTD.

AGREEMENT