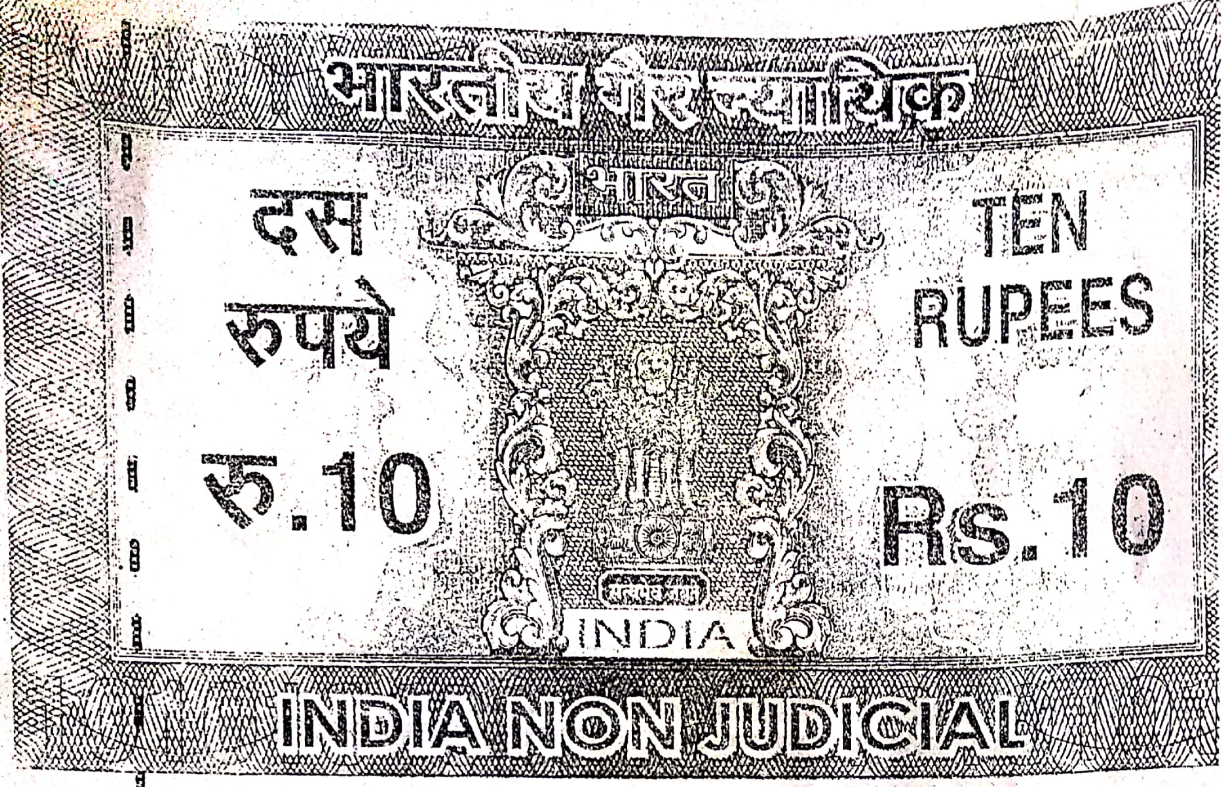
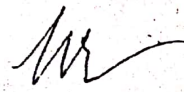



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Agreement for Sale

1. Date: 24<sup>th</sup> March, 2014.
2. Place: Kolkata.
3. Parties
- 3.1 Uplink Properties Private Limited, a company registered under the provisions of the Companies Act, 1956 having its registered office at-8/1, Lal Bazar Street,

  
 Land Owners' Signature

  
**CHITRAHILL REALTY**  
 Developer's Signature

  
 Purchaser's Signature

Authorised Signatory



"Bikaner Building", 1<sup>st</sup> Floor, Room No.8, Kolkata-700 001, West Bengal, India for self and on behalf of the other Land Owners as described as described in Part I of the 7<sup>th</sup> Schedule hereto, through its duly Authorised Signatory, Mr.

(Collectively, Land Owners, include successors-in-Interest)

And

3.2 Chitrahill Realty (PAN: AAHFC5735F), a partnership firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at 4, Chowringee Lane, "Diamond Chamber", Block - 1, 7<sup>th</sup> Floor, 7-O, Kolkata - 700016 and having its marketing office at between Gate No. 1 & 2, 1st Floor, Salt Lake Stadium, Salt Lake City, Kolkata - 700 098, West Bengal, India represented by its partner M/s. Mounthill Realty Private Limited (PAN: AAGCM0376G), through its director Mr. Hemont Kumar Sikaria.

(Developer, includes successors-in-interest)

And

3.3 Mr. Partha Sarathi Sar (PAN: BBIPS2189E) S/O Mr. Manabendra Sar, by profession Service and Mrs. Sulekha Sar (PAN: GYAP51922D) W/O Mr. Manabendra Sar, both are by faith Hindu, residing at 17, Casia Avenue, Chittaranjan Locomotive Works Chittaranjan, Burdwan-713331

(Purchaser includes successors-in-interest).

Land Owners, Developer and Purchaser collectively Parties and individually Party.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Transfer of Said Flat And Appurtenances: Terms and conditions for transfer of:

4.1.1 Said Flat: Residential Flat No. M-3/1 on 3<sup>rd</sup> (Third) Floor, Flat type-1 (One) having a super built-up area of 1022 Square-feet, more or less, described in Part-I of the 2<sup>nd</sup> Schedule hereto (Said Flat), in the proposed building, being Wing-"M"(Said Building) forming part of the residential buildings comprised in the project named "NORTH GRANDE"(Said Complex) to be constructed on a portion of piece or parcel of land containing an area of 641 Decimals, be the same a little more or less, comprised in several R.S. Dag Nos. 9434, 9435, 9436, 9437, 9438, 9439, 9497,

Land Owners' Signature

Developer's Signature

Purchaser's Signature

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North Grande

Sulekha Sar



on the Parties. The Purchaser hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.

9.3

**No Hindrance:** The Purchaser shall not do any act, deed or thing whereby the construction/ developmental work of the Said Flat And Appurtenances and/or the Said Building and/or the Said Complex is in any way hindered or Impeded. The Purchaser hereby accepts the above and shall not raise any objection with regard thereto.

9.4

**Basic Duty of Purchaser:** The Purchaser shall make all payments and perform all obligations as stipulated in this Agreement and the Purchaser shall not, in any way, commit breach of the terms and conditions herein contained.

9.5

**Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within 42 months from the date of this agreement (Completion Date) provided however the Completion Date may be extended by a period of 6 (Six) months (Extended Period) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Purchaser, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Purchaser in making any payment and (2) any other reasonable cause whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Purchaser be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.

9.6

**Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Purchaser. With regard to possession, it is clarified as follows:

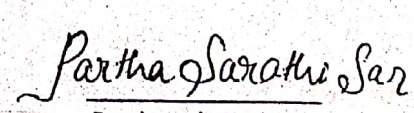
9.6.1

**Possession Notice:** On the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances, mentioned in Clause 9.5 above), the Developer shall serve a notice on the Purchaser (Possession Notice) calling upon

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Land Owners' Signature

  
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Developer's Signature

  
\_\_\_\_\_  
Purchaser's Signature

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Sulekha Sar



Purchaser fulfilling all terms, conditions and obligations of this Agreement in the manner herein contained.

10.2.3

**Documents:** The Developer shall if so required by the Purchaser provide to the Purchaser copies of all requisite available documents.

10.3

**Savings and Exceptions:** The Land Owners have joined this Agreement only to confirm their willingness to convey the Land Share attributable to the Said Flat. Nothing contained herein shall affect the mutual rights and obligations of the Land Owners and the Developer against each other under the Development Agreement notwithstanding any inconsistency or contradiction hereunder.

11.

### Termination and its Effect

11.1

**Breach of Purchaser's Covenants:** In the event the Purchaser (1) fails to make payment of the Total Price, Extras and any other amount or (2) fails to perform the obligations on the part of the Purchaser to be performed in terms of this Agreement or (3) neglects to perform any of the Purchaser's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchaser all payments received till that date, without any interest, after deducting 5% (five percent) of the Total Price. In the event the Developer condones the delay of any payment due under this Agreement, the Purchaser shall be liable to pay interest @ 18% (eighteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Developer and the Purchaser shall not be entitled to claim the same as a matter of right.

However it is agreed that in the event, the Purchaser opt for cancellation after execution of this agreement, Developer shall refund to the Purchaser all payments received till that date, without any interest, after deducting 5% (five percent) of the Total Price within 90 days from the acceptance of the cancellation request.

11.2

**Breach of Land Owners' And Developer's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Land Owners and/or the Developer fail and/or neglect to perform any of the Land Owners' And Developer's Covenants, this Agreement shall, at the option of the Purchaser, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchaser all payments received till that date. In the event the Developer delays in handing over possession of the Said Flat to the Purchaser beyond the Completion Date and the Extended Period or the period required beyond the Extended Period due to circumstances mentioned in Clause 9.5 above, the Developer shall refund all

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Land Owners' Signature

CHITRAHILL REALTY

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Developer's Signature  
Authorised Signatory

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Purchaser's Signature

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Sulekha Sar



amounts received from the Purchaser with interest calculated as per prevailing interest rate of State Bank of India at that time, within 3 (three) months. However it is agreed that in the event, the Purchaser does not opt for cancellation and the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period due to the latches on the part of the Developer, the Purchaser shall be entitled to claim liquidated damages for the delayed period in the following manner:

- 11.2.1 Rs.2,500/- (Rupees two thousand five hundred only) per month for 2 BHK Flat.  
11.2.2 Rs.3,500/- (Rupees three thousand five hundred only) per month for 3 BHK Flat.  
11.2.3 Rs.5,000/- (Rupees five thousand only) per month for 4 BHK Flat.

In no event shall the Purchaser be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise other than the liquidated damages mentioned herein above.

- 11.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1 and 11.2 above, the Purchaser shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Complex and/or the Said Property or any part or portion thereof and the Purchaser shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. **Taxes**

- 12.1 **Obligation Regarding Taxes:** In the event of the Land Owners and/or the Developer being made liable for payment of any tax (excepting Income Tax) duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Land Owners and/or Developers are advised by their consultant that the Land Owners and/or Developers are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Land Owners and/or Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchaser shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Land Owners and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Land Owners' and/or the Developer's consultant shall be paid by the Purchaser at or before the Date Of Possession. Any liability on account of

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Land Owners' Signature

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Developer's Signature  
Authorized Signatory

Partha Soreami Sar  
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Purchaser's Signature

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