



Agreement for Sale

(Phase-I)

Developers :





AGREEMENT

1. **Date:** 27th March' 2017
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **DEEPESH SHOPPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
 - 3.2 **JAGSAK REALTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
 - 3.3 **DEBAJAM REALTY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;
 - 3.4 **ARUNABH CONCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 133, Canning Street, 2nd Floor, Kolkata-700001;

Aristo Infra Developers LLP

Sanya V. Patodi

Designated Partner / Authorised Signatory

01

Sipra Senharoy

No Simharoy

3.75 **UNNATI HIGHRISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;

3.76 **YASODA ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017;

All represented by their 'Constituted Attorney, **ARISTO INFRA DEVELOPERS LLP**, a limited liability partnership firm, having its office at 3A, Auckland Place, 10th Floor, Kolkata-700017, pursuant to the Power of Attorney dated 17th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No. IV, CD Volume No.6, at Pages 2307 to 2357, Being No.02356 for the year 2015

(collectively **Sellers**, includes successors-in-interest and/or assigns)

And

3.77 **ARISTO INFRA DEVELOPERS LLP**, a limited liability partnership firm, having its office at 3A, Auckland Place, 10th Floor, Kolkata-700017

(**Developer**, includes successors-in-interest and/or assigns)

And

3.78 MR. NIRMALENDU SINHA ROY Son of Late Dr. Kalikrishna Sinha Roy
and MRS. SIPRA SINHARoy wife of Mr. Nirmalendu Sinharoy
both residing at 160, Rabindranagar, P.O & P.S - Dankuni,
Dist - Hooghly, Pin - 712311.

(**Buyer**, includes successors-in-interest).

Sellers, Developer and Buyer, collectively **Parties** and individually **Party**.

Mr. Sinharoy

09

Sipra Sinharoy

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. PH1/B101, on 1ST floor, having super built-up area approximately 774 (Seven hundred Seventy four) square feet [built-up area approximately 600 (Six hundred) square feet], described in **Part-I** of the **2nd Schedule** below and delineated on **Plan B** annexed hereto and bordered in colour **Green** thereon (**Said Flat**), in the proposed building named BLOCK-B (**Said Building**). The Said Building [situated in Phase I, comprising of 4 (four) buildings including the Said Building] is being constructed and developed, forming a part of the cluster of several residential buildings, to be constructed and developed on the Said Premises (defined below) in several phases after obtaining phase-wise sanctioned building plans from the Bhadreswar Municipality and/or the appropriate sanctioning authority and comprised in the project named **Signum Parkwoods Estate (Said Complex)**, on land comprised in Mouza Mankundu, J.L. No.9, situate, lying at and being Holding No.55, Khan Road, within Ward No.1 (formerly 20) of the Bhadreswar Municipality, Police Station Bhadreswar, Sub-Registration District Chandannagar, District Hooghly, described in **Part-I** of the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon (**Said Premises**).
- 4.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Flat (**Land Share**), comprised in a portion of the Said Complex within the Said Premises.
- 4.1.3 **Parking Space:** The right to park car/two wheeler in the parking space/s described in **Part-II** of the **2nd Schedule** below (**Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building, the Said Complex and the Said Premises (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**), as be attributable and appurtenant to the Said Flat.

N. Sinharoy,

⑩

Sipra Sinharoy,

accepted the above conditions and has granted and shall be deemed to have granted to the Developer, the Other Parkwoods Property Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions including the Said Club (defined in Clause 9.9 below), and the roads and passages in the Said Premises, with right to connect the same to new roads and passages comprised in the Other Parkwoods Properties integrated/added to the Said Premises/Said Complex.

7. **Commencement and Validity:**

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 **Validity:** Unless terminated in the manner mentioned in this Agreement, this Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer simultaneously with the execution and registration of the Conveyance of the Said Flat And Appurtenances.

8. **Net Price, Payment and Extras:**

8.1 **Net Price:** The consideration for sale of Said Flat, the right to park in the Parking Space, the Land Share, the Share In Common Portions and the grant of Easement Rights is collectively Rs. 18,34,380/- (Rupees Eighteen Lakh thirty four thousand three hundred eighty only — collectively **Net Price**), which the Parties confirm and accept. The Net Price has been fixed by mutual consent and hence, it shall not be open to question, by either Party **provided however** the Net Price shall vary proportionately in the manner mentioned in Clause 6.1.3 above and does not include the Extras mentioned in Clause 8.4 below.

8.2 **Payment of Net Price:** The Net Price shall be paid in the manner mentioned in the Chart below, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Net Price, the Extras and paid or deposited all other amounts agreed to be paid or deposited under this Agreement.

[Handwritten signature]

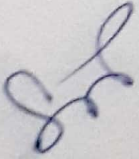
N. Sinkeroy

15

Sipra Sinkeroy.

commit breach of the terms and conditions herein contained.

- 9.5 **Completion Time:** Construction, finishing and making the Said Flat habitable and tenantable and the Parking Space, if any, usable [(1) in unfurnished condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within 30th June, 2018 (**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 Buyer, 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 Buyer to make payments and (2) any other reasonable cause (for what is a reasonable cause or not, the decision of the Architect shall be final and conclusive) whereby the Developer is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer 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 tenantable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments Before Possession:** Before the delivery of possession, the Buyer shall pay to the Developer all amounts due and payable towards the Net Price, the Extras and all other amounts payable in terms of this Agreement.
- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and tenantable and the Parking Space, if any, usable, the Developer shall serve a notice on the Buyer (**Possession Notice**). Within 15 (fifteen) days from the date of receipt of the Possession Notice, the Buyer shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 15th


N. Sinharoy

21 Sipra Sinharoy.

Deed of Gift:

WW. By a Deed of Gift dated 30th April, 2015, registered in the Office of the Additional Registrar of Assurance-III, Kolkata, in Book No.1, CD Volume No.4, at Pages 2066 to 2100, being Deed No.01188 for the year 2015, the Seller Nos.1 to 76 herein, therein referred to as the Donors, jointly gifted and transferred to the Bhadreswar Municipality **ALLTHAT** the pieces and parcels of land admeasuring 0.0765 (zero point zero seven six five) Acres, more or less, in Mouza Mankundu, J.L. No.9, Police Station - Bhadreswar, District Sub - Registration Office at Chandannagar, District - Hooghly, presently within Ward No.1 (formerly Ward.No. 20) of Bhadreswar Municipality, comprised in the following Khatian Nos. and Dag Nos., free from all encumbrances of any nature whatsoever:

R.S. Khatian No.	L.R. Khatian No.	R.S. Dag No.	L.R. Dag No.	Area of Land (in Acre)
795	1056/1	1103	900	0.0332
800	213/1 and 1056/1	1098	898	0.0071
795	213/1 and 1056/1	1097/ 1228	898	0.0362
			Total:	0.0765

XX.

Freehold Title of the Sellers:

In the abovementioned circumstances, the Sellers acquired joint freehold right, title and interest to the Said Premises, free from all encumbrances.

2nd Schedule

Part-I

(Said Flat)

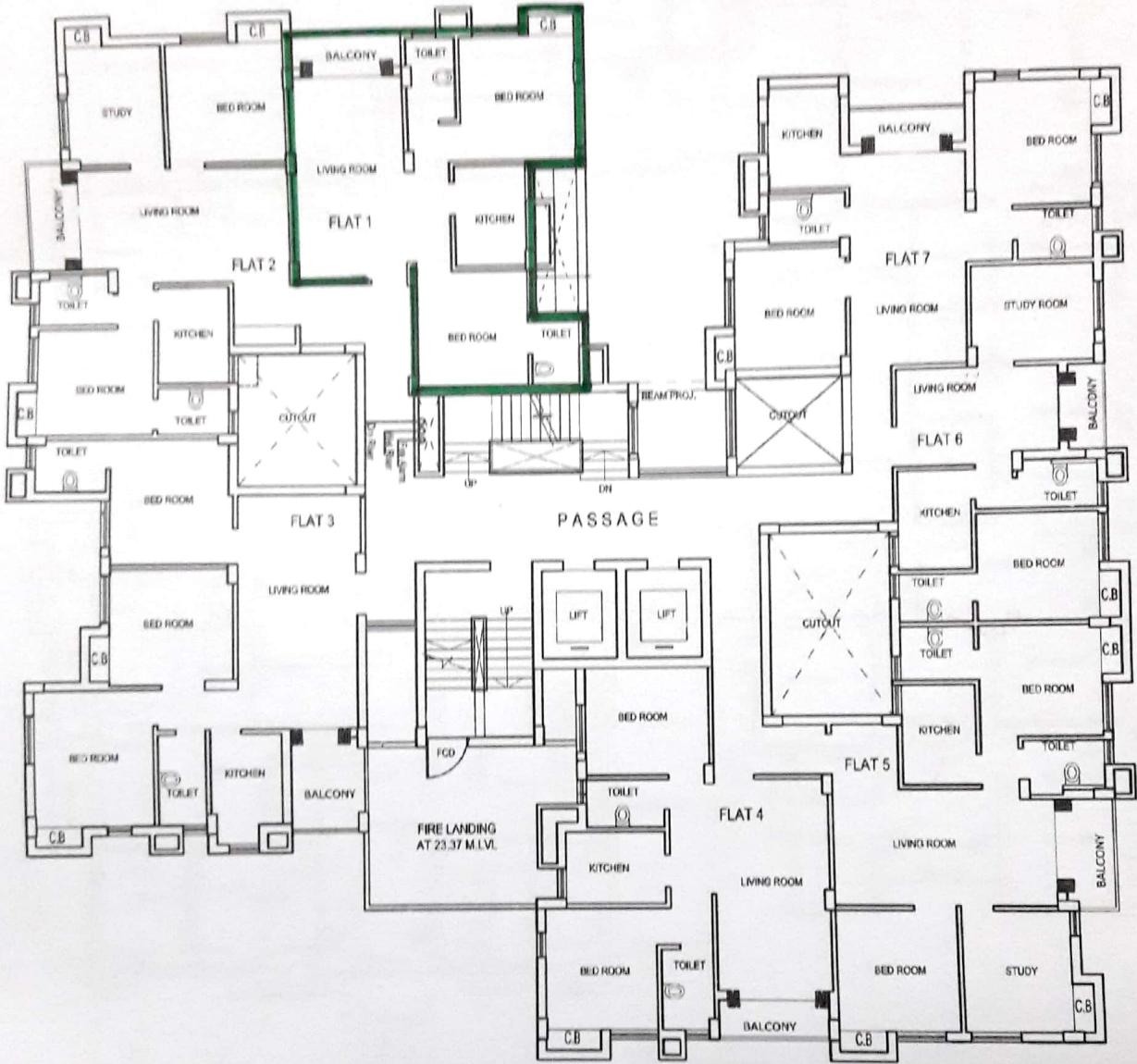
Residential Flat No. PH1/B 101, on 1ST floor, super built-up area approximately measuring about 774 (Seven hundred Seventy four) square feet, more or less corresponding to built-up area approximately measuring about 600 (Six hundred) square feet, more or less, comprised in the Said Building named Block - B within Phase I, forming part of the Said Complex named Signum Parkwoods Estate on Holding No. 55, Khan Road, within Ward No. 1

SS
Mr. Sankaroy

© Sipa Senharoy.

PLAN - B

Block - B
(Phase - I)



Flat No.: PH1/B101

Floor.: 1ST

Aristo Infra Developers LLP

Designated Partner / Authorised Signatory

M. Sankaroy

Sipra Sankaroy

Signum Parkwoods Estate

Dated this 27th Day of March, 2017

Between

Deepesh Shoppers Pvt. Ltd. & Others

.....Sellers

And

Aristo Infra Developers LLP

.....Developer

And

MR. NIRMALENDU SINHARROY

MRS. SIPRA SINHARROY

.....

.....

.....Buyer/s

Agreement for Sale

(Phase - I)

Flat No. PH1/B101 on the 1ST Floor

Block B

Signum Parkwoods Estate

55, Khan Road, Ward No1 (new), Mankundu,

Hooghly - 712139

Legal Advisor

R.N. Ghose & Associates, Advocates

1st Floor, 10, Old Post Office Street

Kolkata - 700001