

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (“**Agreement**”) is entered into on this day of2018:

BY AND AMONGST:

- (1) **MESSERS SATYANARAYANI TRADECOM PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 689, Lake Town, Block-A, Kolkata700089, assessed to Income Tax Through PAN: **AAKCS6231J** hereinafter referred to as “**STPL**”;
- (2) **MESSERS SUNSHINE VINCOM PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at CD-230, Salt Lake, Sector-I, Kolkata700064, assessed to Income Tax through PAN: **AAKCS8458F** hereinafter referred to as “**SVPL**”;
- (3) **MESSERS KAMNA DISTRIBUTORS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at Bala Bhawani Bhawan, Room No. 302, 3rd Floor, 51, Vivekananda Road, Kolkata70007, assessed to Income tax Through **PANAADCK0694E**, hereinafter referred to as “**KDPL**”;
- (4) **SRI SUBIR KUMAR BASU**, son of Late Satyendra Nath Basu, by occupation businessman, residing at 4, Broad Street, Kolkata700019, assessed to Income Tax through PAN: **AEHPB3956K** hereinafter referred to as “**SKB**”;
- (5) **SMT SUJATA BASU**, wife of Sri Subir Kumar Basu, by occupation housewife, residing at 4, Broad Street, Kolkata700019, assessed to Income tax through PAN: **AIEPG6116B** hereinafter referred to as “**SB**”; and
- (6) **SMT SANJANA LAHA**, daughter of Sri Amal Kumar Laha, by occupation service, residing at BD-474, Sector-I, Salt Lake, Kolkata700064, assessed to Income Tax through PAN: **ACBPJ1794J** hereinafter referred to as the “**SJL**”;

hereinafter collectively referred to as the “**Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective heirs, executors, legal representatives, successors, successors-in-office/business and permitted assigns, as the case may be) being represented by their duly constituted attorney **M/s SPECTRA REALCON LLP** represented by its authorized signatories Mr. Anirban Mitra and Mr. Muktikanta Sahu (formerly Spectra Realcon Private Limited), the Developer herein, of the **FIRST PART**;

AND

SPECTRA REALCON LLP (formerly Spectra Realcon Private Limited), a Limited Liability Partnership incorporated and registered under the Limited Liability Partnership Act, 2008, having its registered office at SHRACHI TOWER, 8th Floor, 686, Anandapur, Police Station Tiljala, Kolkata 700 107, Income Tax Permanent Account No: ACLFS1801L, hereinafter referred to as the “**Developer**”, represented by its authorized signatories Mr. Anirban Mitra and Mr. Muktikanta Sahu (which expression shall unless repugnant to the context or meaning thereof mean and include its successor or successors in interest and assigns)**of the SECOND PART;**

AND

Mr [PAN:], son ofand Mrs [PAN:], wife of....., both residing at,P.S, P.O, hereinafter collectively referred to as the “Allottee”(which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors, executors and/or permitted assigns) of the THIRD PART.

[OR]

.....[CIN:] [PAN:],a company within the meaning of the Companies Act, 2013 and having its registered office at P.S, P.OKolkata-..... duly represented by its Director/Authorised Representative [PAN:.....], son of, residing at P.O, P.S Kolkata-....., authorised vide Board Resolution dated, hereinafter referred to as the “Allottee”(which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the THIRD PART.

[OR]

..... [PAN:],a partnership firm established under the Indian Partnership Act, 1932 and having its office at P.S, P.O Kolkata-..... and represented by its authorised partner[PAN:], son of and residing at..... P.S, P.O Kolkata-....., authorised vide Partners Resolution/Letter of Authority dated, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the THIRD PART.

[OR]

..... [PAN:], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at P.S, P.O Kolkata-..... and represented by itsMr[PAN:], son of and residing at.....,P.S, P.O Kolkata-....., authorised vide Letter of Authority dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the THIRD PART.

[OR]

Mr [PAN:], son of residing at P.S, P.O Kolkata-..... for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF [PAN:], having its place of business/ residence at....., P.S, P.O Kolkata-....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the THIRD PART.

The Owners, the Developer and the Buyer shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Owners are the sole and absolute owners of all that piece and parcel of land admeasuring more or less 146.67 Cottahs more fully and particularly described in **Schedule 1** hereunder (hereinafter referred to as the "**Land**"). The vesting of the ownership of the Land in favour of the Owners is more particularly detailed in **Schedule 2** hereunder.
- B. By a Development Agreement the Owners granted to the Developer the right to develop a residential cum commercial complex in phases over the Land known as SHRACHI GREENVIEW ("hereinafter referred to as the "**Complex**" or "**Project**"). A separate registered Power of Attorney was also executed accordingly by the Owners in favour of the Developer. The Developer is, therefore, fully competent to enter into this Agreement with the Buyer.
- C. The Buyer had applied to the Developer by application dated ("hereinafter referred to as the "**Application**") for allotment of an Apartment in the Complex and the Developer pursuant to the Application of the Buyer, has provisionally allotted to the Buyer by allotment letter dated (hereinafter referred to as the "**Allotment Letter**") an

apartment No..... having carpet area Square feet equivalent to super built up area Square feet situated in Tower No, Floor No..... in the Complex, along with open/covered two Wheeler / car parking, more fully described in **Schedule 3** ("**Apartment**") in consideration of the Price specified in the Allotment Letter to be paid in accordance with the schedule of payment enclosed with the Allotment Letter and annexed herein as **Schedule 4** ("**Payment Schedule**") and on the other terms and conditions contained in the General Terms and Conditions for allotment enclosed with the Application and duly signed by Buyer (hereinafter referred to as the "**Apartment GTC**" and annexed herein as Schedule 6), this Agreement and the Allotment Letter.

- D. It was one of the conditions of provisional allotment of the Apartment that the Buyer would execute an agreement to sale with the Developer within 30 (thirty) days from the date of the Allotment Letter. The Developer has now called upon the Buyer to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Definitions and Interpretation

- 1.1 Except as defined below, or unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere in this Agreement, the definitions assigned to capitalised terms in the Apartment GTC (annexed herein as Schedule 6) shall apply throughout this Agreement.
- 1.2 The following interpretative rules shall apply:
- (i) Expressions imparting masculine shall include feminine and neuter gender and vice versa;
 - (ii) Words imparting plural number shall include singular number as well as vice versa;
 - (iii) The paragraphs heading of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof;
 - (iv) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
 - (v) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
 - (vi) References to an "agreement" or "document" shall be construed as a reference to such agreement or document as the same may have been altered, amended, varied, supplemented or novated in writing at the relevant time in accordance

with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;

2. Effective Date

This Agreement shall commence on and from the date of its execution by the Parties which is written hereinabove and shall continue unless terminated earlier in accordance with the provisions contained herein or till execution of the Transfer Deed for transfer of the Apartment to the Buyer, whichever is earlier.

3. Covenant to buy and sale

In consideration of the Price to be paid by the Buyer to the Developer in terms of the Allotment Letter and the Payment Schedule and in consideration of the Buyer covenanting to strictly abide by all the terms and conditions contained in the Apartment GTC, the Developer hereby agrees to sale and the Buyer hereby agrees to buy the Apartment on the terms and conditions contained in the Apartment GTC, this Agreement and the Allotment Letter.

4. Apartment GTC and Allotment Letter

- 4.1 The duly signed Application Form of the Buyer annexed to this Agreement as **Schedule 5** shall for all purposes form part and parcel of this Agreement.
- 4.2 The Apartment GTC duly signed by the Buyer and annexed to this Agreement as **Schedule 6** shall for all purposes form part and parcel of this Agreement.
- 4.3 The Allotment Letter duly countersigned by the Buyer and annexed to this Agreement as **Schedule 7** shall for all purposes form part and parcel of this Agreement.
- 4.4 In case of any inconsistency and discrepancy in the provisions contained in this Agreement, the Application, the Apartment GTC and the Allotment Letter, the provisions contained in this Agreement shall prevail.

5. Earnest Money

- 5.1 Subject to the Buyer abiding by all the terms and conditions contained in this Agreement, the Earnest Money shall be adjusted with the Price payable by the Buyer with the last instalment of the Price payable by the Buyer.
- 5.2 If the Buyer has chosen for Down Payment Plan then 10% (ten percent) of the Base Price shall be held by the Developer as Earnest Money and the same shall be adjusted with the Price on or before execution of the Transfer Deed.

6. Developer's right to raise finance

The Buyer shall have no objection, before the execution of the Transfer Deed, against the Developer raising finance or loan from any financial institution by way of mortgage or charge or securitization of receivables or in any other mode or manner the property of Complex

subject to the condition that the Apartment shall be free from all encumbrances before the execution of the Transfer Deed. The Developer may raise finance/loan on any unsold apartment from any financial institution/bank by way of mortgage or charge or securitization of receivables or in any other mode or manner. However, the Developer or bank or financial institution shall have no right or lien over the sold apartments or the Complex.

7. Developer's right to alter and maintain of Unsold apartments:

The Developer shall have the right, without any approval from any Allottee/Buyer to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the Tower (s) and the Allottee shall have no right to raise objections or make any claims on this account. However such alterations must be in accordance with sanctioned/approved lay out plans.

8. This Agreement subordinate to mortgage by the Developer

The Buyer agrees that no lien or encumbrance shall arise against the Apartment as a result of this Agreement or any money deposited hereunder by the Buyer. In furtherance and not in derogation of the provisions of the preceding sentence, the Buyer agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made or created by the Developer and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Apartment or excuse the Buyer from completing the payment of the Sale Price of the Apartment or performing all the Buyer's other obligations hereunder or be the basis of any claim against or liability of the Developer provided that at the time of the execution of the Transfer Deed the Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of Buyers who have opted for long term payment plan arrangement with any Financial Institutions or Banks, the Transfer Deed of the Apartment in favour of the Buyer shall be executed only on the Developer receiving no objection certificate from such financial institution or banks.

9. Purchase not dependent on financing contingency.

The Buyer may obtain finance from any financial institution or bank or any other source but the Buyers' obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Buyer's ability or competency to obtain such financing and the Buyer will remain bound under this Agreement whether or not he/she has been able to obtain financing for the purchase of the Apartment.

10. Dispute resolution

10.1 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 amicably by mutual discussion, failing which the same shall be settled through arbitration.

10.2 The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held at Kolkata, India by a sole arbitrator, who shall be mutually appointed by the Parties or if unable to be mutually appointed, appointed by the Court under the Arbitration and Conciliation Act, 1996.

11. Laws of India

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.

12. Representations of the Buyer

The Buyer hereby covenants, represents and warrants to the Developer and Owners that:

12.1 He/she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable and the terms and conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

12.2 The declarations contained in the Application Form duly signed by the Buyer at the time of making the Application are still and will remain binding on the Buyer.

12.3 He/she has obtained all the permissions, consents and approvals, if any, required for entering into this Agreement and all such permissions, consents and approvals shall remain valid during the term of this Agreement.

13. 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.

14. Subsequent purchasers

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 Complex shall equally be applicable to and enforceable against any subsequent purchasers of the Apartment, as the said obligations go along with the Apartment for all intents and purposes.

15. Entire Agreement

This Agreement, along with its Annexure(s), constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings,

any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties.

16. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

17. Notices

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

DEVELOPER/OWNERS:

Address: Shrachi Tower, 686, Anandapur, EM Bypass, Ruby Connector, Kolkata 700107

BUYER:

Correspondence Address:

Permanent Address:

It shall be the duty of the Buyer to inform the Developer of any change 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 Buyer.

18. No Assignment

This Agreement shall not be assigned by the Parties except with the prior written consent of the other Party.

Provided that no such permission will be required in case the Agreement is assigned by the Developer in favour of any of its affiliate/associate/group companies or entities.

19. Copies of the Agreement

One copy of this Agreement shall be executed which shall be registered and the Developer shall retain the same and a certified true copy of this Agreement obtained from the office of the Registrar/Sub-Registrar of Assurances shall be sent to the Buyer for his/her reference and record.

20. Registration: All applicable stamp duty and registration charges are to be borne by the buyer exclusively.

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of
OWNERS and DEVELOPER

Signed and delivered by **BUYER**

By:
Title: of the Developer
Company

By:
Title:

SCHEDULE1

[PROJECT LAND]

ALL THAT piece and parcel of land containing by measurement in an area of **2.42 Acres (9810.7 square metre)** more or less lying and situate at and comprised in L R Plot No. 590, 591, 592, 593, 685, 687, 688, 689, 690, 691, 692 Mouza: Bamunara, JL No. 58 District Burdwan, within the limit of Gopalpur Gram Panchayat Police Station Kanksa in the State of West Bengal

The pieces/plots of lands are adjacent to each other and form a contiguous plot of land.

OR HOWSOEVER OTHERWISE said land is butted bounded, delineated, distinguished, known and numbered.

[Description of Land]

ALL THAT piece and parcel of land total containing by estimation an area of **146.67 Cottahsin** Mouza: Bamunara, J. L. No. 58, Sheet No.2, within the limit of Gopalpur Gram Panchayet, Police Station: Kanksa, Sub-Division & A.D. S.R. Office-Durgapur, in the District limit of Burdwan as per details below:

SI	Revisional Settlement		Land Reforms		Area(Decimal)
	Dag	Khatian	Dag	Khatian	
1.	806	164	590	2965	23
				2964	
		382		3000	
		853			
2.	807	164	591	2965	03
				2964	
		382		3000	
		853			
3.	808 / 5033	796	592	2965	09
				2964	
4.	808 / 5034	164	593	2965	10

				2964	
5.	893	1846 1847 1848	685	3000	36
6.	895	1846 1847 1848	687	3000	23
7.	896	1846 1847 1848	688	2999	22
				3000	
8.	897	1846 1847 1848	689	2999	45
9.	898	1846 1847 1848	690	2999	50
				2998	
10.	899	230	691	2938	11
11.	900		692	2938	10
TOTAL AREA					242

The pieces/plots of lands are adjacent to each other and form a contiguous plot of land.

OR HOWSOEVER OTHERWISE said land is butted bounded, delineated, distinguished, known and numbered.

SCHEDULE 2

[Vesting of title of the Land]

1. By two indentures of conveyance dated 12-10-2010 and 4-11-2010 registered with ADSR Durgapur, in Book No. I, Volume No. 18, Pages 764 to 776, being no. 07428 for the year 2010 and Book No. I, Volume No. 18, Pages 5051 to 5064, being no. 07772 for the year 2010, respectively, **SATYANARAYANI TRADECOM PRIVATE LIMITED**, therein mentioned as the Purchaser for the appropriate consideration therein mentioned purchased acquired **ALL THAT** piece and parcel of land measuring more or less about **46.70** Cottahs lying and situate in Mouza Bamunara, J.L. no 58, P.S. Kanksha, District Burdwan within the limits of Gopalpur Panchayat comprised in the following dag numbers:

R.S. Dag No	Area of Land (in Cottahs)
893	21.81
895	13.94
896	3.07
806	6.97
807	0.91
TOTAL	46.70

2. By an indenture of conveyance dated 04-11-2012, registered with the ADSR Durgapur, in Book No. I, Volume No. 18, Pages 5079 to 5092, Being No. 07774 for the year 2010, **SUNSHINE VINCOM PRIVATE LIMITED** therein mentioned as the Purchaser for the appropriate consideration therein mentioned purchased acquired **ALL THAT** piece and parcel of land measuring more or less about **38.83** Cottahs lying and situate in Mouza Bamunara, J.L. No 58, P.S. Kanksha, District Burdwan within the limits of Gopalpur Panchayat comprised in the following dag numbers:

R.S. Dag No	Area of Land (in cottahs)
896	10.26
897	27.27

898	1.30
TOTAL	38.83

3. By an indenture of conveyance dated 04-11-2012, registered with the office of the ADSR Durgapur in Book No.I, Volume No.18, Pages 5065 to 5078, being No. 07773 for the year 2010, **KAMNA DISTRIBUTORS PRIVATE LIMITED**, therein mentioned as the Purchaser for the appropriate consideration therein mentioned purchased acquired ALL THAT piece and parcel of land containing by estimation an area of **29 Cottahs** in R.S. Dag no 898 lying and situate in Mouza Bamunara, J.L. No 58, P.S. Kanksha, District Burdwan within the limits of Gopalpur Panchayat.
4. By two indentures of conveyances dated 19-07-2010 registered with the ADSR Durgapur in Book No. I, Volume No. 13, Pages 2954 to 2967, being No. 05480 for the year 2010 and in Book No. I, Volume No. 1, Pages 2920 to 2932, being No. 05477 for the year 2010, respectively and by two subsequent Deed of Declaration/ Modification dated 10-08-2010 registered with the office of the ADSR Durgapur in Book No. I, Volume No.14, Pages 4738 to 4749, being no. 06056 for the year 2010 and Book No. I, Volume No. 14, Pages 4750 to 4761, being no. 06057 for the year 2010, **SUBIR KUMAR BASU** and **SUJATA BASU**, therein jointly described as the purchaser for the appropriate consideration therein mentioned purchased acquired ALL THAT piece and parcel of land containing by estimation an area of **19.39** Cottahs lying and situate in Mouza Bamunara, J.L. no 58, P.S. Kanksha, District Burdwan within the limits of Gopalpur Panchayat comprised in the following dag numbers:

R.S. Dag No	Area of Land (in Cottahs)
807	0.91
808/5033	5.45
806	6.97
808/5034	6.06
TOTAL	19.39

5. By an indenture of conveyance dated 20-07-2010 registered with the office of the ADSR Durgapur in Book No. I, Volume No. 13, Pages 3177 to 3189, being No. 05498 for the year 2010, **SANJANA LAHA**, therein mentioned as the Purchaser for the appropriate consideration therein mentioned purchased acquired ALL THAT piece and parcel of land containing by estimation an area of **12.73** Cottahs lying and situate in Mouza Bamunara, J.L. no 58, P.S. Kanksha, District Burdwan within the limits of Gopalpur Gram Panchayat comprised in the following dag numbers:

R.S. Dag No	Area of Land (in cottahs)
899	6.67
900	6.06
TOTAL	12.73

6. Simultaneously with the purchase of the land as set forth hereinabove the Owners individually mutated their names with regard to their respective share, plot no. and area with the records of the Land Reforms Authority and paid all requisite land revenue thereon.

SCHEDULE 3
("Apartment")

Apartment No type having carpet area Square feet approx equivalent to super
built up area Square feet approx on the **Floor** situated in Tower together with
open/covered two-wheeler car parking space in the complex known as SHRACHI GREENVIEW.

SCHEDULE 4
("Payment Schedule")

[Attached as separate sheet]

SCHEDULE 5
("Application Form")

[Attached as separate sheet]

SCHEDULE 6
("Apartment GTC")

[Attached as separate sheet]

SCHEDULE 7
("Allotment Letter")

[Attached as separate sheet]