



पश्चिम बंगाल WEST BENGAL

K 985518



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this 7th day of October, 2013 (Two Thousand Thirteen) BETWEEN **SHANTI COTTAGE & INN PRIVATE LIMITED**, a Private Limited Company incorporated under the Indian Companies Act, having its registered office at 160, Brahmapur Road, P.S. Regent Park, Kolkata – 700 070, represented

MR ESS HOMES (P) LTD.

SHANTI COTTAGE & INN PVT. LTD.

Red digital
Director

Director

by its Director Mr. Ramesh Chand Singhal, son of late BiseswarLal Singal, by faith Hindu, by occupation Business, formerly residing at 293, Harisava Math, Brahmapur Road, P.S.- bansdroni, Kolkata – 700 084, now residing at 122, harisava math, P.S.- banadroni, Kolkata 700 084, hereinafter referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Directors, successors-in- office, executors, legal representatives and assigns) of the **ONE PART**.

- A N D -

AAR ESS HOMES PVT. LTD., a Private Limited Company, registered under the Companies Act, 1956, PAN – AACCA2602B, having its registered office at 16, Rameswar Malia 1st Bye Lane, P.S. & District Howrah, PIN – 711 101, represented by its Director SRI RAMAN KUMAR AGARWAL, son of Sri Satya Narayan Bidawatka, by faith Hindu, by occupation Business, residing at 190A, Maniktala Main Road, Kolkata – 700 054, hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Directors, successors-in-office, executors, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the Vendor is sole and absolute owner of total 6 Bighas 1 Cottahs 14 Chittaks30 sq. feet Bastu and Danga land, situated at R.S. Dag Nos. 914,918,919,922, 923 & 1361, under R.S. Khatian Nos. 156, 158, 582,594 & 831, within Mouza Brahmapur, P.S. Regent Park,

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Director

SHANTI COTTAGE & INN PVT. LTD.

Ram Singh

Director

District 24 Parganas (South), within K.M.C. Ward No. 111, more fully described in the schedule 'A' written hereunder;

AND WHEREAS the Vendor became owner of the said property by purchase by fourteen registered Deeds of Sale, i.e. by Deed No. 8755 of 2012, dated 07-11-2012 purchased 10 Cottahs, Danga land from Dag No. 914 & 918; by Deed No. 8764 of 2012, dated 07-11-2012 purchased Danga land 12 Cottahs from Dag No. 919, 922 & 1361; by Deed No. 1653 of 2009, dated 18-03-2009 purchased Danga land 2 cottahs 1 chittaks 35 sq. feet from Dag No. 919; by deed No. 8756 of 2012, dated 07-11-2012 purchased 12 Cottahs, Danga land from Dag No. 918 & 922; by Deed No. 8754 of 2012, dated 07-11-2012 purchased 10 Cottahs, Danga land from Dag No. 918 & 919; by Deed No. 1652 of 2009, dated 18-03-2009 purchased 8 Cottahs, Danga land from Dag No. 919; by Deed No. 8757 of 2012, dated 07-11-2012 purchased 12 Cottahs, Danga land from Dag No. 918; by Deed No. 8760 of 2012, dated 07-11-2012 purchased 12 Cottahs, Danga land from Dag No. 922; by Deed No. 8753 of 2012, dated 07-11-2012 purchased 10 Cottahs, Danga land from Dag No. 918; by Deed No. 3543 of 2008, dated 15-12-2008 purchased 4 Cottahs 12 Chittaks 13 Sq. feet Danga land from Dag No. 919; by Deed No. 3542 of 2008, dated 15-12-2008 purchased 2 Cottahs, Danga land from Dag No. 919; by Deed No. 8739 of 2009, dated 07-11-2012 purchased 12 Cottahs, Danga land from Dag No. 9189; by Deed No. 8758 of 2012, dated 07-11-2012 purchased 5 Cottahs 2 chittaks 1 Sq. feet Danga

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Director

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Rest original
Director

land from Dag No. 919, 922 & 1361 and also purchased 4 Cottahs 16 Sq. feet Bastu land from Dag No. 923; by Deed No. 1651 of 2009, dated 18-03-2009 purchased 5 Cottahs 14 chittaks 10 Sq. feet Danga land from Dag No. 914 & 919 and since purchase the Vendor herein is enjoying its said property free from all encumbrances thereby making boundary wall of all sides and has already applied for mutation of the said property before the Kolkata Municipal Corporation and settlement office.

AND WHEREAS now the Vendor declared to sale its said property, more fully described in the schedule hereunder and the Purchaser being interested to purchase the said property and offered a sum of Rs. 4,61,01,000/- (Rupees Four Crore Sixty One Lac one thousand) only to purchase the said property. The Vendor accepted such proposal of the purchaser and has agreed to sale its said property to the purchaser at the same price and thus enter into this agreement for sale on the terms and conditions written herein below ;

NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:-

1. The Vendor agrees to sell and the Purchaser agrees to purchase the said property, measuring in total 6 Bighas 1 Cottahs 14 Chittaks 30 sq. feet Bastu and Danga land, situated at R.S. Dag Nos. 914, 918, 919, 922, 923 & 1361, under R.S. Khatian Nos. 156, 158, 582,594 & 831, within Mouza -Brahmapur, P.S. Regent Park, District 24 Parganas (South), within K.M.C. Ward No. 111, more fully described in the schedule 'A' written hereunder, and hereinafter referred to as the 'Said Property' at

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Director,

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Red signed
Director

or for the price of Rs. 4,61,01,000/- (Rupees Four Crore Sixty One Lac one thousand) only subject to the terms and conditions hereunder contained, and also subject to the said property is free from all encumbrances, attachments, charges or any other claims or demands whatsoever.

2. The Purchaser has this day paid to the Vendor a sum of Rs. 51,01,000/- (Rupees Fifty One Lac one thousand) only as per Memo of consideration written herein below by way of advance/ earnest money and the balance of the purchase money amounting to Rs. 4,10,00,000/- (Rupees Four Crore ten Lac) only shall be paid as per terms as mentioned in the schedule 'B' written hereunder. The purchase shall be completed after 15-01-2014 subject to completion of mutation of its name before the Kolkata municipal Corporation and Settlement office.
3. The Vendor will execute an proper conveyance or conveyances in favour of the Purchaser or his nominee or nominees or assignee in which the Vendor shall make such other person or persons, if any, join, if necessary, as conveying, confirming or assuring party or parties as the case may be to pass and convey an absolute title unto the purchaser.
4. If the Vendor fails and/or neglect to sell by executing and registering the deed of sale as aforesaid or otherwise to carry out any one or more of the obligations on their part as hereunder provided or otherwise required by law, the Purchaser will be at

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Director

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liberty to enforce specific performance of agreement by institution of legal proceedings or on option of the Purchaser the Vendor shall refund the entire advance / earnest money received till date with 18% interest p.a.

5. That if the title of the said property is not free from all encumbrances in any manner whatsoever the Purchaser shall be at liberty to cancel this agreement for sale and in that event the Vendor shall be liable to refund the entire advance / earnest money with 18% interest p.a. thereon on demand on the part of the purchaser.
6. If the Purchaser fails to complete purchase the said property within the time aforesaid, the Vendors will be at liberty to cancel this agreement and in that event the Vendors refund the said advance/earnest in full.
7. The Vendor will complete the boundary wall during the course on or before 31.12.2013 at his own cost.
8. All the payment liabilities for mutation and conversion at BLRO and KMC are to be Bourne by the Vendor. Also up-to-date tax clearance till the date of registry is the responsibility of the Vendor.
9. The Vendor hereby assures the minimum width of the access road to be 20ft. at the entrance of Pragati Park.

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SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT mokorari mourashi bastu and danga land, measuring about in total 6 Bighas 1 Cottahs 14 Chittaks 30 sq. feet Bastu and Danga land, situated at R.S. Dag Nos. 914, 918, 919, 922, 923 & 1361, under R.S. Khatian Nos. 156, 158, 582,594 & 831, within Mouza-Brahmapur, P.S. Regent Park, District 24 Parganas (South), within K.M.C. Ward No. 111, together with all easement rights attached thereto, butted and bounded as follows:-

ON THE NORTH : Road and pargati park.

ON THE SOUTH : Sardar para

ON THE EAST : Balak sangha

ON THE WEST : 16' wide road.

SCHEDULE 'B' ABOVE REFERRED TO
(Payment terms)

The purchase has paid Rs. 52, 01,000/- (Rupees Fifty Two Lac one thousand) i.e. Rs. 1, 01,000/-(Rupees one lac one thousand by cash on 07/10/2013 and Rs. 51, 00, 000/- on this day. The balance amount will be paid in the following manner:-

- a) On completion of B.L. & L.R.O. Mutation approximately Rs. 50, 00,000/- (Rupees Fifty Lac).This mutation should happen before 30th November, 2013.

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Director

- b) Balance and final payment after K.M.C. Mutation but on or before registration of deed of sale. This KMC Mutation should happen before 31st December, 2013.

MEMO OF CONSIDERATION

Date	Cheque No.	Bank	Amount
07-10-13	Cash		Rs. 1,01,000/-
07-10-13	216293	ICICI Bank	Rs. 51, 00,000/-
		Total	<u>Rs.52,01,000/-</u>

(Rupees Fifty Two Lac one thousand) only.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF:-

WITNESSES:

- 1) *Ramani*
(RAJESH SOMANI)
40, Ashutosh Mukherjee Rd,
Koi-20.
- 2) Jagan Kanji Lal.
P-42, Bank Garden, Roynagar
Bansdroni, Kolkata - 700-070.

SHANTI COTTAGE & INN PVT. LTD.

Raj Somani
Director

SIGNATURE OF THE VENDOR.

AAR ESS HOMES (P) LTD.

Jagan Kanji Lal
Director

SIGNATURE OF THE PURCHASER.

Drafted by: