

AGREEMENT

1. Date:

2. Nature of document; Agreement for Sale

3. Parties:

3.1 Vendor, Kolkata 700000, being the Party of the First Part.

3.2 Purchaser Kolkata 70000, hereinafter referred to as the "Company", being the Party of the Second Part.

3.3 The terms "Vendor", "Purchaser", shall unless excluded by or repugnant to the context be deemed to include their respective legal representatives, successors-in-interest, assigns and nominees.

4. **Subject Matter:** Agreement for Sale of all that piece and parcel of land morefully described in Schedule A hereto and referred to as the "SAID FLAT".

5. Background:

5.1 One had purchased, ALL THAT piece and parcel of a self contained flat being flat No. on the floor admeasuring an area of square feet a little more or less super built up area together with a Car Parking Space being No. 5 measuring 140 square feet on the Ground Floor of the building lying and situate at or being K.M.C premises No. , K.M.C Holding No. , Kolkata 700000 comprised under Dag No. , Khatian Nos. at Mouza , J.L. No. in the district of sha within the Police Station , within the local limits of the Kolkata Municipal Corporation from the then owners which are elaborately mentioned in the Deed of Sale , which was duly registered in the office of the Additional registrar of Assurances, Calcuta and recorded there in Book No. I, Being No. for the year (herein after referred to as the said Flat).

5.2 The Purchaser was looking for Flat in the said locality and approached the Vendor herein.

5.3 The Purchaser herein being desirous of purchasing and acquiring the said Flat along with the said Car Parking space and the Vendor being desirous of selling the said Flat along with the said Car Parking Space, the parties hereto execute this agreement on the terms and conditions as follows:

6. NOW THIS AGREEMENT WITNESSETH AS UNDER:

6.1. **Agreement:** The Vendor hereby agrees to sell and the Purchaser agrees to purchase the Said Flat with said Car parking Space herein upon payment of the consideration under Clause 6.4 and upon fulfillment of all the terms and conditions herein.

6.2. **Commencement:** The Agreement shall commence from the date of execution hereof.

6.3. **Possession:** The Vendor shall give possession of the Said Flat with said Car parking Space to the Purchaser after execution and registration of Proper Deed of Conveyance of the said Flat with the said Car Parking Space upon full payment of the consideration as agreed by both the parties herein.

6.4. **Consideration:**

6.4.1. The Vendor is selling the said Flat with said Car parking Space for a total consideration of Rs.

6.4.2. Simultaneously upon the execution hereof, the Purchaser has paid to the Vendor a consideration of Rs. only

6.4.3. That Rs. shall be paid by the Purchaser to the Vendor within April 30th April 2017.

6.4.4. That Rs. shall be paid by the Purchaser to the Vendor within.

Representations of the Vendor:

6.4.5. The Vendor herein has represented and confirmed that it is the sole and absolute owner of the Said Flat with said Car parking Space herein and has a valid and marketable title thereof and the Said Flat with said Car parking Space is free from all encumbrances.

6.4.6. The Vendor hereby represents and confirms to the Purchaser that the Said Flat with said Car parking Space is free from all encumbrances including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debentures, leases, tenancies, thika tenancies, reversionary rights, residuary rights, claims or any statutory prohibitions.

6.4.7. The Vendor hereby represents and confirms to the Purchaser that there are no civil or criminal proceedings, including but not limited to injunction, receiver, and order of attachment pending before any Court of Law in respect of the Said Flat with said Car parking Space.

6.4.8. The Vendor hereby represents and covenants that there are no disputes relating to the boundary of the Said Flat with said Car parking Space and the Said Flat

with said Car parking Space has been duly demarcated from the adjoining properties and no third party is claiming any right of way or easement or any other right over or in respect of any part or portion of the Said Flat with said Car parking Space.

6.4.9. The Vendor declares and affirms that it has mutated its name in respect of the Said Flat with said Car parking Space as mentioned in the schedule vide K.M.C Aessee No. The Vendor hereby represents and confirms that the Vendor has not received any notice for acquisition or requisition by the government or any other statutory body or authority of whatsoever nature and shall keep the Purchaser saved harmless and indemnified to that effect.

6.4.10. The Vendor hereby represents and confirms to the Purchaser that all outgoings, levies, cess, taxes, surcharges, including any statutory taxes related to the Said Flat with said Car parking Space have been paid by the Vendor herein, and the Vendor further undertakes to pay all the outgoings, levies, cess, taxes, surcharges, including any statutory taxes relating to the Said Flat with said Car parking Space which have already accrued but have not been paid till the time of Registration of the sale deed.

6.4.11. The Vendor represents and warrants that it has not and further shall not encumber the Said Flat with said Car parking Space in any manner whatsoever and/or shall not enter into any Agreements and/or Understandings and/or Conveyances of whatsoever nature with any other person or create any third party rights in respect of the said Flat with said Car parking Space which may adversely affect the rights of the Purchaser herein.

6.4.12. The Vendors hereby covenant that except for the total land consideration recited in clause 6.4 and the vendor shall not be entitled to any sale proceeds or share in profits as received by the purchasers from its nominees and/or assigns or any other amount or any charges including charges for any documentation/legal charges at any subsequent stage.

6.5. Obligations of the Vendor:

6.5.1. Simultaneously upon the execution hereof, the Vendor shall hand over to the Purchaser all the necessary copies of documents morefully laid down in Schedule B hereto. The Vendor shall also be liable to produce and/or hand over original copies of such other documents related to the Said Flat with said Car parking Space as may be required by Purchaser.

6.5.2. Simultaneously upon the execution of the instant agreement, the Purchaser shall be entitled to enter the Said Flat with said Car parking Space with its men and agents for doing all the necessary works.

6.5.3. The Vendor in future shall, at the request and cost of the Purchaser execute, such and all other supplementary deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Said Flat with said Car parking Space or for more effectually transferring the Said Flat with said Car parking Space to the Purchaser or its nominees/assigns.

6.6. Rights of the Purchaser:

6.6.1. The Purchaser shall be entitled to search and conduct due diligence over the said Flat with said Car parking Space, to assure itself of the marketability of the title of the Vendor and the Vendor shall co-operate with the Purchaser for conducting such search and due diligence.

6.7. **Indemnity:** The Vendor hereby indemnifies and agrees to keep the Purchaser saved, harmless and indemnified against all actions, proceedings, claims, demands, costs, losses or expenses that the Purchaser may suffer or incur hereafter by reason of any claims of any nature whatsoever arising in connection with the Said Flat with said Car parking Space, statutory or contractual and the Vendors hereby further undertake and covenant to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.

6.8. Defaults and Termination:

6.8.1. The Purchaser shall be entitled to terminate the instant agreement without any further reference to the Vendor and the Vendor shall further be entitled to refund of the advance amount, in its entirety, along with an interest of 1.5% Per Month upon the occurrence of any of the following events:

6.8.1.1. The Purchaser upon conducting the necessary search and due diligence into the marketability of the Said Flat with said Car parking Space conclude that the Vendor does not have a marketable title thereof and/or there exists an encumbrance over the Said Flat with said Car parking Space.

6.8.1.2. The Vendors fail to perform any of their obligations contained herein and/or the representations made by the Vendors herein are found to be false.

6.8.2 That on the other hand if the Purchasers fail and neglect to complete this transaction within the time-frame stated above even a clear and good marketable title of the said properties is being made out, the Vendors shall be entitled to forfeit a sum of Rs. 2,50,000 (Rupees Two Lakhs fifty thousand) and refund the balance amount to the Purchasers within seven days from such termination without raising any objection whatsoever.

6.9. Dispute Resolution:

6.9.1. All disputes and differences between the parties hereto with regard to this agreement, the terms and condition and/or interpretation thereof in any manner whatsoever shall be referred to arbitration of a Sole Arbitrator to be appointed jointly by the Purchaser and the Vendor herein.

6.9.2. The award of the Arbitrator shall be final and binding upon the Parties.

6.9.3. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended till date.

6.9.4. The venue of arbitration shall be at Kolkata.

6.10. NOMINATION: The Vendors hereby covenant that Purchaser shall be entitled to transfer its right and interest in the Said Flat with said Car parking Space under this Agreement for Sale unto its nominee/assigns and the Vendors hereby signifying their consent in acknowledging such nominee/assigns and the Purchaser herein and execute and register agreements and conveyances in their favour without any further consideration against the Said Flat with said Car parking Space.

SCHEDULE - A

(The Land)

ALL THAT piece and parcel of a self contained flat being flat No. admeasuring an area of square feet a little more or less super built up area together with a Car Parking Space being No. measuring square feet on the Ground Floor of the building lying and situate at or being K.M.C premises No. , K.M.C Holding No., Kolkata 700000 comprised under Dag No. , Khatian Nos. at Mouza , J.L. No. in the district of within the Police Station , within the local limits of the Kolkata Municipal Corporation:

SCHEDULE B

(Documents)

- A. Copy of Title Deed of
- B. Copy of Gift Deed in favour of the Vendor herein.
- C. Copy of the Mutation Certificate and Tax receipt thereof.

7. IN WITNESS WHEREOF the Parties hereto have executed these presents in duplicate on the day, month and year first above written.

Signed, executed and delivered by the Vendor

in the presence of:

Signed, executed and delivered By the

Purchaser in the presence of:

WITNESSES:

1.

2.

RECEIPTS AND MEMO OF CONSIDERATION

Received from the Purchaser the sum of Rs) in the following manner:

Total: Rs)

Signature of the Vendor

WITNESS