



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

35AB 532897

**AGREEMENT FOR SALE**

**THIS AGREEMENT OF SALE** made on this 1st day of October, 2019,

**BETWEEN**

[1] **SMT. ALKA AGARWAL** (Pan AEYPA0414N) (Aadhaar No. 689481305534) wife of Anjani Kumar Agrawal residing at Flat No. 53A, Sidhamani, 67 & 150 Binova Bhawe Road, PS Bchala, Kolkata 700038, [2] **SMT. RENU AGRAWAL** (Pan AA(PA6398P) (Aadhaar No. 922176399464), wife of Sri Raj Kumar Agarwal, U6, Green Park Extension, New Delhi - 110016, both by faith - Hindu, by Nationality - Indian, by Occupation-Housewife, hereinafter referred to as the "**VENDORS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART;**

NAOCLIN REALCON PVT LTD

*Eshani P*  
Director

*Alka Agarwal*  
*Renu Agarwal*

কেন্দ্রিক নং 1994 তারিখ 20.09.2019

কেন্দ্রিক নাম .....

স্থানাঙ্ক .....

মূল্য 10 .....

স্বাক্ষর .....

NAOLIN REALCON PVT. LTD.  
MERLIN MATRIX, 2ND FLOOR,  
ROOM - 204, SEC - V, KOLKATA - 700 091

মণিকা মন্ডল স্ট্যাম্প চেণ্ডার  
ডাকড এ. ডি. এস. আর. অফিস  
দক্ষিণ ২য় পল্লভাগা



AND

M/S. NAOOLIN REALCON PVT. LTD. (Pan AAFCN0116N) a Company having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2<sup>nd</sup> Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Director SRI DEBASHIS ROY (PAN AOPPR3859H) (Aadhaar No. 794819964292) son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, District – South 24-Parganas, Pin: 743502, West Bengal, hereinafter called and referred to as the "PURCHASER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, directors, administrators, legal representatives and assigns) of the ONE PART.

Whereas the Vendors herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of land admeasuring 302.40 Sq.mtr. (approx.) bearing Premises No. CE/1/B/37, (Erstwhile Plot No. CE-37), in Block No. CE/1, Land CE/1, Action Area 1C, situated in New Town, Police Station Rajarhat, by virtue of Deed of conveyance being Deed No. 3050 of 2011 dated 8.03.2011 registered at the ARA II, Kolkata, more fully described in the Schedule hereunder written.

And Whereas the Purchaser herein is interested to purchase the plot of land for constructing the flats and the Vendor herein have agreed to sell the said land to the Purchaser on the terms and conditions mentioned below:

Now it is hereby agreed between the parties as follows:

NOW THIS DOCUMENT WITNESSTH AS FOLLOWS:

1. The Vendors have agreed with the Purchaser for absolute sale to the said piece and parcel of land measuring about 302.40 Sq.mtr. be the same a little more or less, being Premises No. CE/1/B/37, (Erstwhile Plot No. CE-37), in Block No. CE, Land CE/1, Action Area 1C, situated in New Town, Police Station Rajarhat, District North 24 Parganas, West Bengal within the jurisdiction of New Town Kolkata Development Authority and legal inheritance thereon in fee simple in possession at or for the total sum of Rs. 2,06,00,000/- (Rupees Two Crores Six lacs) only free from all encumbrances as per the following modes of payment:

a) Rs. 5,00,000/- (Rupees Five lacs only) as earnest money already paid by the purchaser to the vendors on 1.10.2019, paid @ Rs. 2,50,000/- to each of the Vendors, after deducting TDS,

b) Rs. 20,00,000/- (Rupees Twenty lacs only) paid at the time of execution of this agreement for sale, after deducting TDS as applicable,

c) Balance amount of Rs. 1,81,00,000/- (Rupees One Crore Eighty One Lacs only) to be paid at the time of registration of Deed of Conveyance after deducting the TDS as applicable as per the rules,

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*Debashis Roy*  
Director

*Atika Aggarwal*  
*Ram Agrawal*

2. The Vendors declare that the land is freehold and the user of the said land is for the construction of the buildings including residential buildings thereon or such other use as may be permitted as per applicable regulations.

3. The Vendors have delivered the copy of the title deeds, possession letter, mutation certificate, etc., of the said land together with other required documents to the purchaser for investigation of title to the property and that the purchaser is satisfied with the documents submitted.

4. The Vendors declare and confirm that the said plot is not subject to any other agreement for sale or lease in favour of any person and no interest in the said plot of any nature whatsoever has been created in favour of any person. The Purchaser shall be able to commence construction on the said plot immediately on completion of sale.

5. The Vendors hereby agree and declare that the said plot is free from all encumbrances, charges and claims and that no notice of requisition/acquisition has so far been served on them by Government or Municipal Corporation, NKDA or any other local or public body or authority for acquisition, requisition, set back or otherwise of the said plot or any part thereof. If before the completion of the sale, it is found that the said plot or any part thereof is affected by any town Planning or published scheme of improvement or is affected in any manner by any published scheme of the municipal corporation or any other public body or Government or is reserved for any public purpose, the Purchaser shall have a right to rescind this agreement and in that event each party shall bear and pay its own costs, provided that if the Vendor or any one of them have or has concealed any notice received as aforesaid, the Purchaser will be entitled to all costs, charges and expenses incurred and damages sustained by it.

6. The Vendors shall execute and deliver a deed of conveyance in favour of the Purchaser or its nominee or nominees. The registration of the deed of conveyance for the said plot shall be completed within 30th November, 2019. However, depending upon the situation, the parties may mutually extend the time limit for completion of the registration.

7. The stamp duty registration charges and all other out of pocket expenses shall be borne and paid by the purchaser. Each party shall bear and pay its own solicitor's or advocate's costs.

NADRA REALCON PVT LTD  
*Chauhan*

Director

*Alex Agawal*  
*Rene Agawal*



8. The Vendōrs shall deliver vacant, peaceful and khas possession of the plot to the Purchaser at the time of registration of the conveyance deed.

9. The Purchaser shall pay all the government tax, NKDA taxes and all other out goings and impositions in respect of the said land up to date of these presents in respect of the said property and shall be liable for all kind of tax payment and other out goings and impositions in respect of the said property in future also.

10. If the Vendors fail or neglect to make out their commitment as aforesaid or to observe and perform their part of this Agreement within the time specified in clause 6 hereinabove, the Purchaser shall be at liberty to cancel this Agreement and upon such cancellation the Vendor shall within 7 days refund the entire money received from the purchaser alongwith a further penalty of Rs. 2,50,000/- (Rupees Two lacs Fifty Thousand only).

11. If the Purchaser cancels this agreement for sale due to his own complications within the time specified in clause 6 hereinabove, in that case the Vendors shall refund the amount within 7 days from such cancellation to the purchaser after deduction of Rs. 2,50,000/- (Rupees Two lacs Fifty Thousand only) of the amount paid to them by the Purchaser.

12. In case of any difference or dispute between the parties hereto concerning this agreement or interpretation thereof the same shall be referred to the Arbitrator, in accordance with the Indian Arbitration And Conciliation Act, 1996.

#### SCHEDULE OF PROPERTY

**ALL THAT** piece and parcel of land measuring about 302.40 Sq.mtr.(approx.) be same or little more or less being Premises No. CE/1/B/37, (Erstwhile Plot No. CE-37), in Block No. CE, Land CE/1, Action Area 1C, situated in New Town, Police Station Rajarhat, under New Town Kolkata Development Authority (NKDA), District North 24 Parganas, West Bengal.

Butted and bounded as stated herein below:

ON THE NORTH: Part of 12M wide Road and Part of Open Green

ON THE SOUTH: Plot No. CE/1/B/36

ON THE WEST : 12M Wide Road

ON THE EAST : Plot No. CE/1/B/38

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*Director*  
Director

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*Atika Agast*  
*Renu Agast*

**RECEIVED** of and from within named Purchaser the within mentioned sum of Rs. ~~25,00,000~~ /- (Rupees *Twenty Five Lacs* only) as part payment as per memo below:

**MEMO OF CONSIDERATION**

| Date         | Cheque/Transaction Details                   | Vendor's Name | Amount (Rs.)        |
|--------------|--|---------------|---------------------|
| 1.10.2019    | RTGS   | Alka Agarwal  | 2,47,500.00         |
| 1.10.2019    | TDS  | Alka Agarwal  | 2,500.00            |
| 1.10.2019    | RTGS   | Renu Agrawal  | 2,47,500.00         |
| 1.10.2019    | TDS  | Renu Agrawal  | 2,500.00            |
| 19.11.2019   | RTGS<br>(UTR NO. KKAKR5209111900<br>634326)  | Renu Agrawal  | 9,90,000.00         |
| 19.11.2019   | TDS  | Renu Agrawal  | 10,000.00           |
| 19.11.2019   | RTGS<br>(UTR NO. KKAKR52019111900<br>635204) | Alka Agarwal  | 9,90,000.00         |
| 19.11.2019   | TDS  | Alka Agarwal  | 10,000.00           |
| <b>TOTAL</b> |  |               | <b>25,00,000.00</b> |

(Rupees *Twenty Five Lacs* only)

**WITNESSES:**

1.

2.

*Alka Agarwal*  
*Renu Agarwal*

**SIGNATURES OF THE VENDORS**

NADOLIN REALCON PVT LTD

*[Signature]*  
Director

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**  
by the **VENDORS** at Kolkata in the presence of:

1.

Alice Aggarwal  
Renu Aggarwal

2.

**SIGNED, SEALED AND DELIVERED**  
by the **PURCHASER** at Kolkata in the presence of:

1.

NAGOLIN REALCON PVT LTD  
Director

2.

**DRAFTED BY ME:-**

Arindam Chakraborty.  
**ADVOCATE**