



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp

Certificate No. : IN-JH16062605713538R
Certificate Issued Date : 15-Apr-2019 11:10 AM
Account Reference : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB
Unique Doc. Reference : SUBIN-JHJHSHCIL0120726544323375R
Purchased by : IFAT NOORIE
Description of Document : Article 5 Agreement or memorandum of an Agreement
Property Description : N A
Consideration Price (Rs.) : 0
(Zero)
First Party : BARBRIK INFRA PRIVATE LIMITED
Second Party : GUL MOHAMMAD NOORI AND IFAT NOORIE
Stamp Duty Paid By : GUL MOHAMMAD NOORI AND IFAT NOORIE
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Shobkul Kumar Agarwal
Sanjay Kumar Agarwal

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Shobkul Kumar Agarwal
Sanjay Kumar Agarwal

SR 0001797173

e-Stamp No.IN-JH16062605713538R dated 15-Apr-2019

Agreement to Sale

THIS AGREEMENT TO SALE is made at Dhanbad on this the 10th. day of May, 2019, (Two thousand Nineteen) BY M/s. **Barbrik Infra Pvt. Ltd.**, a Private Limited Company duly incorporated under the Companies Act having its office at Katras Road, P.S. Bank More, District Dhanbad, represented through its Directors (1) **Sri Mahendra Kumar Agarwal** son of Sri Puran Mal Saraf, by faith Hindu, by occupation Business, resident of 1/2/F, 78 Hazara Road, Kolkata – 29 and (2) **Sri Sanjay Kumar Agarwal** son of Shyam Lal Agarwal, by faith Hindu, by occupation Business, resident of 14 C, 4th. Floor, Maheshwari Devendra Road, Kolkata-7, hereinafter called and referred to as the SELLER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, administrators, executors legal representatives and assigns) of the ONE PART ;

IN FAVOUR OF :

(1) **Sahnawaj Akhtar Noori**, aged about 41 years, son of Abdul Jabbar Noori, by faith Muslim, resident of Modern Tyre Building, Bhuli Road, Ali Nagar, P.S. Bank More, District Dhanbad (Jharkhand), (2) **Tabassum Anwar**, aged about 32 years, wife of **Sahnawaj Akhtar Noori**, by faith Muslim, resident of Modern Tyre Building, Bhuli Road, Ali Nagar, P.S. Bank More, District Dhanbad (Jharkhand), (3) **Gul Mohammad Noori**,

Mohendra Kumar Agarwal
Sanjay Kumar Agarwal

aged about 47 years, son of Abdul Jabbar Noori, by faith Muslim, resident of Modern Tyre Building, Bhuli Road, Ali Nagar, P.S. Bank More, District Dhanbad (Jharkhand) and (4) Iffat Noori, aged about 40 years, wife of Gul Mohammad Noori, by faith Muslim, resident of Modern Tyre Building, Bhuli Road, Ali Nagar, P.S. Bank More, District Dhanbad (Jharkhand), hereinafter called and referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, executors, legal representatives and assigns) of the OTHER PART ;

WHEREAS, Survey Settlement Plot Nos.308 & 309, appertaining to Khata No.132 at Mouza Dhanbad, Mouza No.51 originally belonged to Hanuman Sonar and others. While in possession said Hanuman Sonar sold their entire right, title, interest and possession to in and over entire Plot No.308 and PART OF Plot No.309 to Sri Mathura Singh (sonar) by virtue of Regd. Sale Deed No.4403 of the year 1936 registered at Dhanbad Sub Registry Office ;

WHEREAS While thus in possession said Sri Mathura Singh (sonar) sold his entire right, title, interest and possession to in and over 10 Kathas of land out of Survey Plot No.309 appertaining to Khata No.132 of Mouza Dhanbad, Mouza No.51 by virtue of Regd. Sale Deed No.5038 dated 23.05.1956 to Sri Roshan Lal Kurera and put the vendee in actual physical possession of the vended land ; and

WHEREAS while thus in possession said Roshan Lal Kurera sold and transferred the aforesaid land together with construction standing thereon to his wife Smt. Kailash Kumari Kurera by virtue of Regd. Sale

Mahadevi Kaur Singh

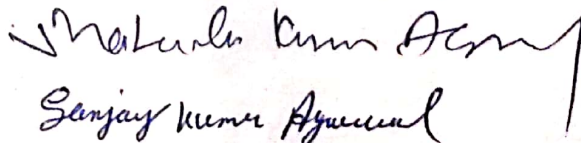
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Deed No.9617 dated 21.06.1961 registered at Dhanbad Sub Registry Office and entered in Book No.1, Volume No.62, Pages 80 to 85 for the year 1961 ;

WHEREAS said Smt. Kailash Kumari Kurera got her name mutated in the Government Sherista and paid rent to the State Government under Tikuri Jamabandi No.684.

WHEREAS while thus in possession said Smt. Kailash Kumari Kurera died leaving behind her only son Sri Dipak Kishore Kurera who inherited the property left behind by his mother Smt. Kailash Kumari Kurera. Said Sri Dipak Kishore Kurera got his name mutated in the Government Sherista vide Mutation Case No.1745(III)/2007-08 and paid rent to the State Government under Tikuri Jamabandi No.2540.

WHEREAS while thus in possession said Dipak Kishore Kurera son of Late Roshan Lal Kurera, resident of Katras Road, P.S. Bank More, District Dhanbad sold and transferred the aforesaid land and building constructed of land measuring 10 Kathas or to say 16.5 decimals in Plot No.309 appertaining to Khata No.132 of Mouza Dhanbad, Mouza No.51 fully described in Schedule hereinbelow to **M/s. Barbrik Infra Pvt. Ltd.**, a Private Limited Company duly incorporated under the Companies Act having its office at Katras Road, P.S. Bank More, District Dhanbad, represented through its Directors (1) **Sri Mahendra Kumar Agarwal** son of Sri Puran Mal Saraf, by faith Hindu, by occupation Business, resident of 1/2/F, 78 Hazara Road, Kolkata – 29 and (2) **Sri Sanjay Kumar Agarwal** son of Shyam Lal Agarwal, by faith Hindu, by occupation Business, resident of 14


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C,4th. Floor, Maheshwari Devendra Road, Kolkata-7 vide Regd. Sale Deed No.605/525 dated 19.01.2010 and put the vendee in actual physical possession of the vended land and building.

WHEREAS the vendors company is the absolute owner of the aforesaid land and building fully described in schedule hereinbelow by virtue of purchase ;

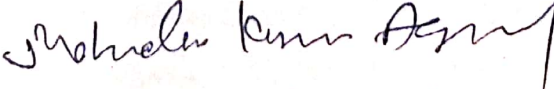
AND WHEREAS the Sellers being in urgent need of money expressed their desire to sell their aforesaid land and building fully described in schedule below to any intending purchaser and on negotiation the purchaser herein agreed to purchase the scheduled property ;

AND WHEREAS the Purchasers have agreed to purchase the aforesaid land and building for a total consideration amount of Rs.1,90,000,00.00 (Rupees One Crore Ninety Lacs) only and the Seller considering the said offer as highest, fair and equitable price in the present market have agreed to sale the land and building unto the Purchasers free from all encumbrances and defects whatsoever.

AND WHEREAS due to some practical difficulties registered sale deed could not be executed for the present and hence the parties have decided to reduce the terms of agreement in writing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. That pursuant to the aforesaid agreement it is settled and agreed that the price of the land described in the schedule hereunder for a total


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consideration amount of Rs.1,90,000,00.00 (Rupees One Crore Ninety Lacs) only and the Seller has agreed to sell and convey the same unto the Purchaser the said property free from all encumbrances after receipt of the payment of Rs.1,90,000,00.00 (Rupees One Crore Ninety Lacs) only.

2. That out of the total consideration money the Purchaser has paid to the Seller today the sum of Rs.25,000,000/-(Rupees Twenty Lacs) only as advance vide Cheque No.552653 dated 11.05.2018 Amounting to Rs.5,00,000/-, Cheque No.552654 dated 12.05.2018 Amounting to Rs.5,00,000/-, Cheque No.552655 dated 13.05.2018 Amounting to Rs.5,00,000/-, Cheque No.552656 dated 14.05.2018 Amounting to Rs.2,00,000/- by Gul Md. Noori drawn on Canara Bank, Main Branch Dhanbad, Cheque No.075665 dated 11.05.2018 Amounting to Rs.4,00,000/- and Cheque No.075666 dated 12.05.2018 Amounting to Rs.4,00,000/- by Tabassum Anwar drawn on Canara Bank, Main Branch (the receipt whereof is hereby admitted and acknowledged by the Seller).
3. That the Seller shall execute and register the sale deed in respect of the said property morefully described in the schedule hereunder in the name of the Purchaser after receiving the balance consideration money of Rs.1,65,000,00.00 (Rupees One Crore Sixty Five Lacs) only from the purchaser.
4. That the required sale deed will be got registered within Six months from the date of this agreement.
5. That inspite of readiness of the Purchaser to pay unto the Seller the balance of the consideration money if the Seller fails and neglects to

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execute and register the sale deed in favour of the Purchaser, the purchaser may get the sale deed executed and registered through the help of the Court.

6. That in case the Purchasers fails to pay full and final stipulated price of land within the stipulated period of Six months and avoid to purchase and register the land the earnest money shall be returned by the vendors to the purchasers interest free and the agreement stands cancel automatically.
7. That the Vendors assure and declare that prior to this agreement they have not entered into any agreement for the sale / Lease Agreement / Rent Agreement in respect of schedule property and also further assure to the Purchasers that during the enforcement of this agreement they will not execute any deed and deeds or / and any agreement/s with any party/s.
8. That the **Seller has** handed over the xerox copy of **their** document of title over the schedule property to the purchaser for verification of title. If any litigation comes to light, it is the responsibility of the Seller to clear all such disputes (if any) at **their** own cost.
9. That it is also agreed that if any title disputes occurs in respect of scheduled property in that event the time of the agreement may be extended with mutual consent of both the parties.
10. That the Purchaser shall get the sale deed executed and registered at their own cost.

Mohender Anand Aggarwal
Sanjay Kumar Aggarwal

11. That the contents of this Deed have been read over and explained to the Seller and the witnesses in simple vernacular and the Seller and witnesses have fully understood the meaning of the same. The terms and conditions hereof have been explained to both the parties which shall be binding upon the parties hereto.

SCHEDULE "A"

Within the State of Jharkhand, District Dhanbad, Police Station Dhanbad, Mouza Dhanbad, Mouza No.51, Khata No.132, Plot No.309, Area 10 Kathas or to say 16.5 decimals of land together with double storied residential building standing thereon having Plinth area about 2600 sq.ft. in each floor and G.I. sheet roofing shed area 2760 sq.ft. constructed in the year 1970 which is butted and bounded as follows :-

North : Gali thereafter house of Sardar Ranjit Singh
South : Dhanbad Katras Road
East : Gali thereafter house of Satya Narayan Roy
West : Drain thereafter M/s. J.K. Diesels.

IN WITNESS WHEREOF the parties hereto have put their respective hands to these presents in presence of the witnesses on the day month and year first above written :

Witnesses :

1. Chetan Prakash Gohuria

2.

Me

Signature of the Seller

Mohala Ram Prasad
Sanjay Kumar Agarwal

Signature of the Purchaser

Gul Md. Noorie