

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

21AB 421681

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## AGREEMENT FOR SALE

This AGREEMENT FOR SALE executed at Kolkata on this  
23<sup>rd</sup> day of December, 2018.

For India Green Reality Ltd.

  
Directo



*Sabnam Sawati Ghosh*

## BETWEEN

**(1) SRI AMITAVA SAMANTA**, son of Late Dilip Kumar Samanta, adult, Indian inhabitant., Pan No. BCQPS4197D formerly residing at C/5A, , Ramkrishna Upanibesh, (Ground Floor), P.S. - Jadavpur, Kolkata - 700092, at present residing at 1/21Purbachal, Nibedita Road, P.S. Kasba, Kolkata - 700078, District: South 24-Parganas, West Bengal and

**(2) M/S. INDIA GREEN REALITY LIMITED**, a Company incorporated under the Companies Act, 1956, Pan No. AACCI1495A having its registered office at BA-30,Rajdanga Main Road, P.S. Kasba, Kolkata — 700107, District South 24 Parganas, represented by its Director SRI AMITAVA SAMANTA, Son of Late Dilip Kumar Samanta, adult, Indian inhabitant, formerly residing at C/5A, Ramkrishna Upanibesh, (Ground Floor), P.S. Jadavpur, Kolkata — 700092, at present residing at 1/2, Purbachal, Nibedita Road, P.S. Kasba, Kolkata - 700078, District South 24, Parganas, West Bengal, hereinafter jointly called and referred to as the VENDORS / OWNER / SELLER (which term or expression shall unless excluded by or repugnant to the ie deemed to mean and include their representatives, administrators, successor-in-office signs) of the FIRST PART.

AND

**M/S. INDIA GREEN REALITY LIMITED**, a Company incorporated under the Companies Act, 1956, Pan No. AACCI1495A having its registered office at BA-30,Rajdanga Main Road, P.S. Kasba, Kolkata -700 107, District South 24 Parganas, represented by its Director SRI AMITAVA SAMANTA, son of Late Dilip Kumar Samanta, adult, Indian inhabitant, formerly residing at C/5A, Ramkrishna Upanibesh, (Ground Floor), P.S. Jadavpur, Kolkata - 700092, at present residing at 1/2, Purbachal, Nibedita Road, P.S. Kasba, Kolkata — 700078, District South 24 Parganas, West Bengal, pursuant to a resolution dated 01/05/2013, taken by the Company, hereinafter referred to and called as the DEVELOPER/CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's representatives, administrators, successor-in- office and assigns) of the SECOND PART;

For India Green Reality Ltd.

  
Director



Saswati Ghosh  
Ghosh

**(1) MRS. SASWATI GHOSH**, wife of Mr Satyen Ghosh , Pan Card No. AUXPG7964N, by faith — Hindu, by Nationality — Indian, by Occupation - Housewife,

**(2) MR. SATYEN GHOSH**, son of Late Adinath Ghosh, Pan Card No. AGGPG1567L by faith — Hindu, by Nationality — Indian, by Occupation - Service, both residing at "521, SKB Sarani, Near - Tribeni Complex, Flat - 101, 1st Floor, P.O.: Ghughudanga, P.S.: Dumdum, Kolkata-700030", hereinafter called and referred to as the PURCHASERS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, representatives, administrators and assigns) of the THIRD PART;

**WHEREAS** by virtue of Registered Pattas (1) SMT. USHA ROY, and (2) SMT. ANUSUA CHOUDHURY, are the recorded Rayats under Sri Prafulla Chandra Roy in the recorded Rayats, in respect of Sali Land of R.S. and L.R. Dag No. 171, 162, 162/799, 337, 342, 343, 344, 378, 379, 380, 381, respectively under R.S and L.R. Khatian No.430, to totalling to measuring about 11.93 Acres and contained in J.L. No. 35, Mouza - Khanjanpur, P.S. Bolpur, within the limits Bolpur Municipality, District Birbhum as per records of Rights.

**AND WHEREAS** the said SRI PRAFULLA CHANDRA ROY, while seized and possessed of the as per the settlement Records of Govt. of West Bengal and also L.R. Records the recorded Rayats in respect of Sali Land of R.S. and L.R. Dag No.171, 162, 162/799, 337, 342, 343, 344, 378, 379, 380, 381, respectively under R.S and L.R. Khatian No.430, to totaling to measuring about 11.93 Acres. And contained in J.L. No. 35, Mouza - Khanjanpur, P.S. Bolpur, within the limits of Kasba Gram Panchayet, as per records of Right. and enjoyed the same free from all encumbrances by paying taxes thereof.

**AND WHEREAS** the said SRI PRAFULLA CHANDRA ROY, died intestate 1982 leaving behind surviving his wife SMT. USHA ROY, and 1(one) daughter namely SMT. ANUSUA CHOUDHURY, as his only legal heirs and successors as per Hindu succession Act, 1956, who became jointly entitled to the aforesaid property has been enjoying the same peaceful without any intervance of the others and has been paying Khajna regularly in the Govt. office concerned in

Saswati Ghosh

Satyen Ghosh

**AND WHEREAS** by a Registered Deed of Sale dated 20.02.2013 made between (1) USHA ROY and (2) ANUSUA CHOUDHURY, therein referred to as the 'VENDORS/OWNER'. The said Vendors/owner sold, transferred and conveyed of ALL THAT the piece and parcel of land measuring about 82.42 Decimals or 35,900 Sq.ft. or 02 Bigha 09 Cottah 17 Gondas 08 Sqw.ft of R.S. and L.R Dag No-162 (P), more or less under L.R. Khatian No.430, comprised of and contained in Mouza — Khanjanpur, J.L. No.35, within P.S. Panrui, District — Birbhum, A.D.S.R. Office — Bolpur, which document was registered before the A.D.S.R. Office Bolpur, vide Book No.I, C.D. Volume No.4, Pages 2676 to 2688, Being No.01318 for the year 2013 in favour of M/S. INDIA GREEN REALITY LIMITED, who thus became the absolute owner of the said property.

**AND WHEREAS** by a Registered Deed of Sale made between (1) USHA ROY and (2) ANUSUA CHOUDHURY, therein referred to as the 'VENDORS / OWNER'. The said Vendors/owner sold, transferred and conveyed of ALL THAT the piece and parcel of land measuring about 149.02 Decimals or 64,913 Sq.ft. or 04 Bigha 10 Cottah 03 Gondas 05 Sq. ft. of R.S. and L.R Dag No-171 (P), more or less under L.R. Khatian No.430, comprised of and contained in Mouza — Khanjanpur, J.L. No.35, within P.S. Panrui, District — Birbhum, A.D.S.R. Office — Bolpur, which document was registered before the A.D.S.R. Office Bolpur, vide Book No-1, C.D. Volume No.4, Pages 2689 to 2702, Being No.01319 for the year 2013 in favour of AMITAVA SAMANTA of M/S. INDIA GREEN REALITY LIMITED who thus became the absolute owner of the said property.

**AND WHEREAS** by a Registered Deed of Sale made between (1) USHA ROY and (2) ANUSUA CHOUDHURY, therein referred to as the 'VENDORS/ OWNER'. The said Vendors/owner sold, transferred and conveyed of ALL THAT the piece and parcel of land measuring about 190 Decimals or. 82,764 Sq. ft. Or 05 Bigha 14 Cottah 19 Gonda. of R.S. and L.R Dag No-162 (P), more or less under L.R. Khatian No.430, comprised of and contained in Mouza — Khanjanpur, J.L. No.35, within P.S. Panrui, District — Birbhum, A.D.S.R. Office — Bolpur, which document was registered before the A.D.S.R. Office Bolpur, vide Book 1 cd volume no 10 page 4193 to 4205 being no 03681 for the year 2013 in favour of M/S. INDIA GREEN REALITY LIMITED, who thus became the absolute owner of the said property.

For India Green Realty Ltd.

  
Directo



Saswadi Ghosh  
Saswadi Ghosh

**AND WHEREAS** by a Registered Deed of Sale made between (1) USHA ROY and (2) ANUSUA CHOUDHURY, therein referred to as the 'VENDORS/OWNER'. The said Vendors/owner sold, transferred and conveyed of ALL THAT the piece and parcel of land measuring about 230.58 Decimals or 100440 Sq. ft. or 06 Bigha 19 Cottah 10 Gonda. of R.S. and L.R Dag No-162 (P), more or less under L.R. Khatian No.430, comprised of and contained in Mouza — Khanjanpur, J.L. No.35, within P.S. Panrui, District — Birbhum, A.D.S.R. Office — Bolpur, which document was registered before the A.D.S.R. Office Bolpur, vide Book 1 cd volume no 10 page 4407 to 4419 being no 03682 for the year 2013 in favour of M/S. INDIA GREEN REALITY LIMITED, who thus became the absolute owner of the said property.

**AND WHEREAS** by a Registered Deed of Sale made between (1) USHA ROY and (2) ANUSUA CHOUDHURY, therein referred to as the 'VENDORS/OWNER'. The said Vendors/owner sold, transferred and conveyed of ALL THAT the piece and parcel of land measuring about 05 decimals 3 kattah 18 sq ft of R.S. and L.R Dag No-162 (P), more or less under L.R. Khatian No.430, comprised of and contained in Mouza — Khanjanpur, J.L. No.35, within P.S. Panrui, District — Birbhum, A.D.S.R. Office — Bolpur, which document was registered before the A.D.S.R. Office Bolpur, vide . Book 1 cd volume no 10 page 4420 to 4439 being no 03683 for the year 2013 in favour of M/S. INDIA GREEN REALITY LIMITED, who thus became the absolute owner of the said property.

**AND WHEREAS** thus said M/S. INDIA GREEN REALITY LIMITED, AND SRI. AMITAVA SAMANTA, became the absolute owners of ALL THAT the total land measuring about 681 decimals more or less appertaining to R.S. and L.R Dag No-162 (P) & 171 (13), under L.R. Khatian No.430, after 1/10/2013 the khatian no changed from 430 to new khatian no 553 & 554 comprised of and contained in Mouza — Khanjanpur, J.L. No.35, as morefully described in the SCHEDULE-A below.

**AND WHEREAS** the said Landowners and the Developer herein proposed to each other to develop the said entire land of 75 Bighas with the help and co-operation of the Developer having expertise and knowledge of development of real estate and both the parties having agreed to the said proportion and evolve a project named "SOBUJ POTRO" comprising of PLOTS/ MUD HOUSE / 2 STORIED BUNGALOW together with infrastructure facilities and amenities thereat (hereinafter referred to as "The Said Project."

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Saxwadi Ghosh

**AND WHEREAS** the owners/vendors and the Developer/Confirming Party herein entered into an Agreement for Development dated 01/05/2013 to develop the said entire property mentioned herein upon certain terms and conditions mentioned therein.

**AND WHEREAS** the owners/vendors/owner and the Developer/Confirming Party made a scheme plan, divided the said entire property into several plots of land with a view to develop and erect MUD HOUSE / 2 STORIED BUNGALOW together with infrastructure facilities and amenities for residential accommodation for them who intend to own a Mud House & Bungalow on ownership basis within April, 2019.

**AND WHEREAS** the owners/vendors/owner and the Developer/Confirming Party herein have applied for sanction from the appropriate authority of the Gram Panchayet for construction of Mud House & Bungalow on the said entire on the said property divided into several plot thereon with proper infrastructure facilities and other amenities thereat for residential accommodation for the intending purchasers.

**AND WHEREAS** on the basis of the above representations and assurances the Purchasers, herein with a view to purchase and own type of plots 2 storied bungalow, named "DOPATI (G+1)" **UNIT No. 203**, Plot Size admeasuring about 1344 Sq.Ft. more or less having constructed area measuring about 907 Sq.Ft. together with all common rights benefits and facilities available for the Purchaser in the land of the Schedule herein (excluding the said plot of land which one bungalow is to be constructed for exclusive ownership use and occupation of the purchaser) approached the Developer Confirming Party and the Developer/ Confirming Party has agreed to nominate the Purchasers as intending Purchasers before the Owner/Vendor and the Owner/Vendor have agreed to Sale the said 2 storied bungalow, named "DOPATI (G+1)" **UNIT No. 203**.

**NOW THIS INDENTURE WITNESSETH as follows: -**

1. The Sale consideration of the Schedule Property is fixed at Rs. 26,00,000.00 /- (Rupees Twenty Six Lakhs only).
2. The PURCHASER has paid a sum of Rs. 7,09,000.00/- (Rupees Seven Lakhs and Nine Thousand only) by

By Cheque No. 645963, dated 09.09.2015 State Bank Of India, Lake Town Branch amounting Rs. 1,00,000.00 /-

Saxena Sphesh  
Saxena

By Cheque No. 645977, dated 08.11.2015 State Bank Of India, Lake Town Branch amounting Rs. 1,00,000.00 /-

By Cheque No. 087922, dated 17.01.2016 State Bank Of India, Lake Town Branch amounting Rs. 3,00,000.00 /-

By Cheque No. 087923, dated 06.02.2016 State Bank Of India, Lake Town Branch amounting Rs. 2,09,000.00 /- ; as advance, the receipt of which sum the SELLER hereby acknowledges.

3. The balance payment of Rs . 18,91,000.00/- (Rupees Eighteen Lakhs and Ninety One Thousand only) will be paid by the PURCHASER to the SELLER through instalments as following :

**1st Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**2nd Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**3rd Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**4th Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**5th Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**6th Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**7th Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**8th Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**9th Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

**10th Instalment** amounting Rs. 1,89,100.00 /- ( Rupees One Lakh Eighty Nine Thousand and One Hundred only )

4. The parties herein covenant to complete the Sale transaction and to execute the Absolute Sale Deed by the end of.....

5. The SELLER confirms with the PURCHASER that he/she has not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement

Sarwati Ghosh

Sarwati Ghosh

6. The SELLER hereby assures the PURCHASER and he/she has absolute power to convey the same and there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.

7. The SELLER agrees to put the purchaser in absolute and vacant possession of the schedule property after executing the sale deed and registering the same in the jurisdictional Sub-Registrar's office.

8. The SELLER covenants with the purchaser that he/she shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.

9. The SELLER has specifically agreed and covenants with the PURCHASER that he/she shall do all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the schedule property in favour of the PURCHASER or his nominee.

10. IT IS AGREED between the parties that all expenses towards Stamp Duty and Registration charges shall be borne by the PURCHASER only.

11. The SELLER has specifically agreed that COMMON AMENITIES AND FACILITIES are Amphitheatre, Meditation Centre, Acoustic Park , Weekend Bazar in Haat Style , Library , Pakhiraloy & Fishing Zone , Organic Farming , Restaurant , Garden , Letter Box , Club House Reception Cafeteria , Jacuzzi , Swimming Pool , Badminton Court , Bar, Rest Room, Yoga Deck , Indoor Game Zone , Banquet Hall , Common Parking Area, Security Room.

12. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific performance of the agreement against each other by mutual consent in case of breach of any conditions mentioned in this Agreement and no such penalty claimed by both the parties for cancellation.

13. The original of the "AGREEMENT" signed by both the parties shall be with the PURCHASER and copy of the same similarly signed shall be with the SELLER.

14. The Vendors/owner/Owner do and each of them doth hereby covenant with the Purchasers as follows:

Sarwati Ghosh

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A. The interest which the Vendors/owner/Owner do hereby profess to transfer subsists and they have good right full power and absolute authority to grant sell convey transfer assign and assure unto the Purchasers the said bungalow and the properties appurtenant thereto in the manner aforesaid.

B. That it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into hold and enjoy the said Bungalow and every part thereof and to receive the rents issues and profits thereof without interruption disturbance claim or demand whatsoever from the aforesaid vendors/owner or any person or persons claiming through under or in trust for the vendors/owner.

C. That the Vendors/owner any time done or executed or knowingly suffered or been party or privy to any act deed or thing whereby the said bungalow and the properties appurtenant thereto hereby granted sold conveyed transferred assigned assured expressed or intended so to be or any part thereof be encumbered or affected in title or otherwise.

D. The Vendors/owner doth hereby agree and undertake that at any time and at all times hereafter at the request and cost of the Purchasers will execute or cause to be done and executed all such acts deeds and things as may be required for giving full effect to these presents.

15. The purchasers doth hereby covenant with the Vendors/owner as follows:

A. The Purchasers and all other persons deriving title under this deed shall and will and at all times hereafter observe and perform the rules and regulations framed by the bungalow will duly pay the proportionate share of charges and all maintenance charges electric

Suzadi Ghosh

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supply and municipal rates and taxes payable for the said bungalow and proportionate share of all other taxes charges duties impositions and out-goings payable in respect of the said land and bungalow.

B. The Purchasers shall be entitled to all privileges and rights including right of vertical and lateral support easements quasi easements appendages and appurtenances whatsoever belonging to or anywise appertaining to the said bungalow or otherwise intended to be held used or appertaining thereto.

C. The Purchasers shall have the right of protection of the said blunglow by and from all parts of the said building and premises so far as may be necessary including right of support both vertical as well as lateral and the right of passage in common as aforesaid of electricity telephone water and soil from and to the said bungalow.

**THE SCHEDULE "A" ABOVE REFERRED TO:**

ALL THAT the piece and parcel of land measuring about 657.02 decimals equivalent to 20 Bighas more less of R.S. and L.R Dag No-162 (P) & 171 (P), under L.R. Khatian No.430, (Bidyadharpur Road) out of total land of 75 Bighas comprised of and contained in Mouza — khanjanpur, J.L. No.35, within P.S. Panrui, District — Birbhum, A.D.S.R. Office — Bolpur, together with all easement right thereto Additional District Sub-Registrar Office at Bolpur, which is butted and bounded by that is to say:

ON THE NORTH : Plot No. 162, 171, & 172.

ON THE SOUTH: Plot No. 162, 171, 803, 162/799, 336/815, 353/816

ON THE EAST: Plot No. 171, 336/815, 162 & on Bolpur Suri Metal Road.

ON THE WEST: Plot No. 162, 172, 803 & 173

Saxena Ghosh

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**THE SCHEDULE "B" ABOVE REFERRED TO:**

ALL THAT one Bungalow namely " DOPATI(G+1), UNIT No. 203" under (R.S. & L.R Dag No-162, under L.R. Khatian No.554) Plot Size admeasuring about 1344 Sq.Ft. having constructed area measuring about 907 Sq.Ft. (i.e. First Floor 307 Sq.Ft. & Ground Floor 600 Sq.Ft.) comprised of 1(One)Bed Room, 1 (One) Toilet, 1 (One) Study Room on the FIRST FLOOR and 1 (One) Bed Room, 1 (One) Toilet, 1 (One) Drawing-cum-Dining Hall, 1 (One) Kitchen, Utility, 1 (One) Open Car Parking on the GROUND FLOOR of 135 sq. Ft., which is more fully described in the Schedule below, of the said 2 Storied Bungalow, together with undivided, proportionate share of land of the SCHEDULE-A property and all other common facilities and all other benefits attached to the said property and all amenities referred to in the SCHEDULE-C. which is butted and bounded by that is to say:

ON THE NORTH :           UNIT NO 204.  
ON THE SOUTH:           UNIT NO 202.  
ON THE EAST:            7.55 MTR WIDE RD.  
ON THE WEST:            UNIT NO 208.

**THE SCHEDULE "C" ABOVE REFERRED TO:**

**(GENERAL SPECIFICATION FOR CONSTRUCTION)**

**1. STRUCTURE:**       RCC structure Earthquake Resistant RCC based composite structure.

**2. WALLS:** All internal walls will be 6 inches and all external walls will be 11 inches, intentionally all walls will have a putty finish over main plaster. External finishing will be as per elevation with acrylic weather coat paint and store claddings.

**3.FLOORING:** Vitrified tiles in all areas, anti skid tiles in wet area, marble stains with attractive railings for all internal staircases.

**4. KITCHEN:** Granite Platform with SS sink, tiles dado upto lintel level with designer finish. Ample power points for microwave, chimney, refrigerator, food processor, water purifier etc.

*Sawadi Ghosh*

*Sachin*

**5. DOORS AND WINDOWS:** Decorative wooden polished main entrance door and all doors with wooden frames. Internal doors would be flush doors with laminate or paint finish. All windows will be of powder coated aluminum channel with glazed and toughened glass.

**6. TOILETS:** Designer tiles with colour coordinated sanitary ware with tiles upto lintel level, Flooring with anti skid tiles and chrome finished toilet wares with shower facility.

**7. PLUMBING:** Concealed plumbing with premium quality CP finish fittings. Common bore well based water system will be land. Individual overhead water tanks to be provided for adequate quantity.

**8. PARKING:** Decorative tiles and Pavers blocks will be used in the parking areas.

**9. TERRACE:** China Mosaic flooring for heat reflection with premium quality of water proofing work.

**10. ELECTRIFICATION:** 3 phased concealed copper alloy flexible wiring with adequate number of electrical points in branded molders fittings will be provided. TV, Telephone, Geyser and AC points will be provided in all bedrooms and strategic areas, Distribution would be from a actualized MCBS/ELCB for enhanced safety and protection. All common areas will have power back up facility and individual bungalow will be wired for inverters back up.

Susanti Ahoosh

Sahni

IN WITNESS whereof the parties hereto have executed these presents the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the **PARTIES** presence of:-

1)

1.

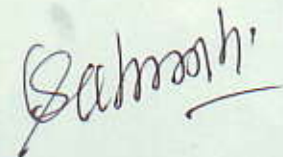
  
\_\_\_\_\_  
**SIGNATURE OF THE  
VENDORS/OWNER**

2.

1)

For India Green Reality Ltd.  
  
Directo  
\_\_\_\_\_  
**SIGNATURE OF THE  
DEVELOPER**

1) Saswati Ghosh

2) 

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASERS**

**ADVOCATE  
HIGH COURT, CALCUTTA**