

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this Day of ,
202..... (Two Thousand Twenty).

BETWEEN

MESSRS MANGLA GOURI CONSULTANTS PRIVATE LIMITED (PAN- AABCM7670E, a Registered Private Company Limited by shares incorporated under the Indian Companies Act, having its Registered Office at 46A/33/3, Shibpur Road, Police Station Shibpur, District Howrah, represented by one of its Directors- SRI AVIJIT GHOSH (PAN- ADRPG5982D., Aadhaar No.), son of Late Gopal Chandra Ghosh, by faith- Hindu, by occupation- Business, residing at 59, Dharmatala Lane, P.O. & Police Station- Shibpur, District- Howrah, Pin- 711102, hereinafter referred to as the **OWNER/VENDOR** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

A N D

.....

 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 her heirs, successors, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS, one Probodh Bala Debi, wife of Amulya Bandopadhyay was the owner and occupier of the properties comprised within Howrah Municipal Corporation Ward No. 32, Holding no. 67, Shibpur Road; 69, Shibpur Road, 70, Shibpur Road and 71, Shibpur Road, all within Police Station- Shibpur, District- Howrah.

AND WHEREAS originally all the said properties comprised within a single holding and the said Probodh Bala Debi purchased the same by means of two separate Deeds of Sale, the first of them having been executed on 5th May 1915 and registered in Book I, Volume No. 22, Pages- 68 to 73, Being No. 1869 for the year 1915 of the office of the District Sub-Registrar, Howrah and the other one having been executed on 21st August 1921 and registered in Book No. I, Volume No. 2412, Pages- 251 to 255,

Being No. 3094 for the year 1921 of the office of the District Registrar, Howrah on 23rd August 1921 of the office the District Sub-Registrar of Assurance, Howrah

AND WHEREAS while possessing the said properties overtly on exercising of all lawful rights, the said Probodh Bala Debi had the said properties mutated in her name in the then Howrah Municipality and the total property was sub divided in four separate holdings, viz. 67, Shibpur Road containing land measuring about 09 Cottahs 06 Chhataks and 40 Square feet including structures and a tank, 69, Shibpur Road containing land measuring about 01 Cottah 03 Chhataks and 08 Square feet and structures standing thereon, 70, Shibpur Road containing land measuring about 08 Cottahs 07 Chhataks and 33 Square feet and structures standing thereon and 71, Shibpur Road containing land measuring about 02 Cottahs 07 Chhataks and 40 Square feet and structures standing thereon.

AND WHEREAS the said Probodh Bala Debi thereafter passed away and as her husband had predeceased her, her three sons viz. Haradhan Banerjee, Amarnath Banerjee and Biswanath Banerjee and four daughters viz. Annapurna Mukherjee, Angshumala Mukherjee, Aparna Chattopadhyay and Aruna Chattopadhyay

AND WHEREAS the said Biswanath Banerjee thereafter passed away intestate surviving his wife, namely- Mrs. Katyani Banerjee, one son namely- Sri Samir Kumar Banerjee and five daughters, namely- Mrs. Jolly Banerjee, Mrs. Manjushree Mukherjee, Mrs. Polly Banerjee, Mrs. Lily Bhattacharya and Mrs. Shelly Roy.

AND WHEREAS amongst the daughters of the said Probodh Bala Debi, the said Annapurna Debi and her husband Sudhir Mukherjee, both passed away intestate and issueless and her share in the properties of her mother reverted back to the other heirs of her mother.

AND WHEREAS the second daughter of Probodh Bala Debi namely- Smt. Angshumala Mukherjee also passed away intestate and her husband Shyama Charan Mukherjee both died intestate and her share in the property of her mother devolved upon her four sons namely- Sri Akshay Kumar Mukherjee, Sri Achintya Kumar Mukherjee, Sri Amitava Mukherjee and Ananta Kumar Mukherjee, and five daughters namely- Smt. Purnima Banerjee, Smt. Meghamala Banerjee, Smt. Sanghamitra Seal, Smt. Paromita Ghatak and Amiya Roy Chowdhury.

AND WHEREAS the said Ananta Kumar Mukherjee's share in the said property was inherited by his wife Smt. Rita Mukherjee and only son Sri Sumalya Mukherjee, respectively and the share of the said Amiya Roy Chowdhury was inherited by her husband Sri Kshitindra Roychowdhury and only son namely- Sri Kaushik Roychowdhury respectively.

AND WHEREAS the said Aparna Chattopadhyay also died intestate and as her husband Sambhunath Chattopadhyay was also dead, her share was inherited by her two sons Sri Triptimoy Chattopadhyay and Banikanta Chattopadhyay and on the demise of the said Banikanta Chattopadhyay, his share had devolved upon his wife namely- Smt. Sanghamitra Chattopadhyay and only daughter namely- Smt. Sanchayita Dey.

AND WHEREAS the said Aruna Chattopadhyay also died intestate and as her husband Harish Chandra Chattopadhyay was also dead, her share was inherited by her daughter Smt. Indira Bandopadhyay and son namely- Sri Tanmoy Chattopadhyay.

AND WHEREAS thus becoming the owners of the said properties, the aforesaid legal heirs of Probodh Bala Debi were enjoying and possessing the same jointly and overtly by exercising all sorts of indefeasible right, title and interest thereon.

AND WHEREAS thereafter due to need of money the aforesaid Sri Haradhan Banerjee, Sri Amarnath Banerjee, Mrs. Katyani Banerjee, Sri Samir Kumar Banerjee, Mrs. Jolly Banerjee, Mrs. Manjushree Mukherjee, Mrs. Polly Banerjee, Mrs. Lily Bhattacharya, Mrs. Shelly Roy, Sri Akshay Kumar Mukherjee, Smt Rita Mukherjee, Sri Sumalya Mukherjee, Sri Achintya Kumar Mukherjee, Sri Amitava Mukherjee, Sri Kshitindra Roychowdhury, Sri Kaushik Roychowdhury, Smt. Purnima Banerjee, Smt. Meghamala Banerjee, Smt. Sanghamitra Seal, Smt. Paromita Ghatak, Sri Triptimoy Chattopadhyay, Smt. Sanghamitra Chattopadhyay, Smt. Sanchayita Dey, Smt. Indira Bandopadhyay, Sri Tanmoy Chattopadhyay, sold, transferred and conveyed the aforesaid and Schedule mentioned property totally measuring about 12 Cottahs 08 Chittaks 02 Sq.ft. Bastu land together with structure in favour of the Vendor herein by three separate registered Deeds of Sale which were duly executed on 12th day of October, 2007 and registered on 15.10.2007 before District Sub-Registrar, Howrah and recorded in (i) Book No. I, CD Volume No. 3, Page from 1440 to 1456, Being No. 06288 for the year 2007, the property measuring about 04 Cottahs 06 Chittaks 03 Sq.ft. situated at holding No. 70, Shibpur Road, P.S. Shibpur, District- Howrah, (ii) Book No. I, CD Volume No. 3, Page from 1407 to 1424, Being No. 06290 for the year 2007, the property measuring about 01 Cottah 03 Chittaks 08 Sq.ft. situated at holding No. 69, Shibpur Road, P.S. Shibpur, District- Howrah and the property measuring about 03 Cottahs 04 Chittaks 43 Sq.ft. situated at holding No. 70(Part), Shibpur Road, P.S. Shibpur, District- Howrah and (iii) Book No. I, CD Volume No. 3, Page from 1325 to 1341, Being No. 06307 for the year 2007, the property measuring about 01 Cottah 01 Chittak 43 Sq.ft. situated at holding No. 67, Shibpur Road, P.S. Shibpur, District- Howrah and the property measuring about 02 Cottahs 07 Chittaks 40 Sq.ft. situated at holding No. 71, Shibpur Road, P.S. Shibpur, District- Howrah and gave physical possession in favour of the Vendor herein.

AND WHEREAS in the aforesaid by the strength of three separate Purchase Deed the Vendor herein became the absolute owner and occupiers of the First Schedule mentioned property totally measuring about 12 Cottahs 08 Chittaks 02 Sq.ft. and thereafter the Vendor herein amalgamated its purchased plots into one

and compact plot by a registered Deed of Amalgamation which was registered on 08.08.2012 before Additional District Sub-Registrar, Howrah and recorded in Book No. I, CD Volume No. 12, Page from 846.... to 8480, Being No. 0615 for the year 2012.

AND WHEREAS after amalgamated his purchased plots of land the Vendor herein have also mutated his name in the records of Howrah Municipal Corporation, within the ambit of Howrah Municipal Corporation Ward No. 32 and got new Holding Number being 69, Shibpur Road and it has also mutated its name in the records of L.R. Settlement Department and after mutation the Vendor has been allotted new L.R. Khatian No. 384.

AND WHEREAS the Vendor herein while seized and possessed of the said property desirous to invest its aforementioned property in a profitable manner by constructing multi-storied buildings in two Blocks viz. Block- 'A' & Block- 'B' therein and accordingly it has got a Plan sanctioned from the Howrah Municipal Corporation vide BRC No. 117/22-23 dated2024 and the Vendor herein commenced construction of a multi-storied building over the said property consisting of several flats, Flats and other Units which is under construction .

AND WHEREAS the purchaser herein is interested to purchase a full complete residential flat, **being Block No., Flat NO....., Side**, measuring about **sq ft Carpet Area and sq. ft. build up area and Sq. ft including super built up area** of the **floor**, the said property total cost of **Rs./- (Rupees lakh thousand only) @ Rs.00/- per Sq. ft. as mentioned- as “Said Flat”** as specifically described in the **Schedule ‘B’** written hereunder.

AND WHEREAS the Owner is also interested to sell and transfer the **“Said Flat”** as specifically described in **Schedule “B”** written herein below at

the said consideration money along with proportionate and impartible share of land, in favour of Purchaser on the basis of said terms and conditions as mentioned herein.

NOW THIS AGREEMENT WITNESSESS: -

- 1) That the Purchaser has agreed to purchase the "Said Flat" in the Schedule 'B' written hereinbelow from the Owner have agreed to Sale, transfer the said flat together with proportionate and undivided shares of Land including super built up area.
- 2) That the Owner has agreed to sale and Purchaser has agreed to purchase the schedule "B" mentioned "**said flat**" as an absolutely free from all encumbrances, at a total consideration of **Rs./-** (**Rupees lakh thousand only**) being the highest and reasonable market price of the said "flat".
- 3) That it is made clear that the vendor has every right, interest at and over said "Flat" in any manner whatsoever, has every right to sell, transfer the same infavour of any interested person.
- 4) That the Purchaser will pay the earnest/Advance/consideration money to the developer, the receipt whereof the Vendor acknowledge the same as per the Memo of Consideration. Simultaneously, with the execution of this Agreement and the Vendor has delivered the Xerox copies of the documents concerning the "said flat" and the purchase will completed within **(2) Two years** from the date of execution of this agreement.
- 5) The entire consideration money **Rs.,000/- (Rupees lakh thousand only**) will be paid by the Purchaser to the Developer on the following manners.
 - (a) At the time of Agreement (or prior to the date) - 20%
 - (b) At the time of first floor roof casting - 15%

(c) At the time of Second floor roof casting	-	15%
(d) At the time of Third floor roof casting	-	15%
(e) At the time of Brick work	-	15%
(f) At the time of flooring	-	15%
(f) At the time of Registration	-	5%

Total Rs.,000/-

(Rupees lakh thousand only)

- 6) If the Owner shall fail and/or neglect to complete the sale as aforesaid, the Purchaser will be at liberty to enforce Specific Performance of Agreement by institution of Legal proceeding.
- 7) That the Purchaser has already inspected about the related papers and documents of the said construction and personally visited at the said place, of construction fully satisfied about the title and construction work of the same, would not put any question, objection, dissatisfaction to that effect, in any means.
- 8) That within the stipulated period, the Purchaser shall be bound to pay the entire consideration money as per Memo of Consideration. Be it mentioned that if the Purchaser be failed and neglected to pay the same and/or any part thereof as per schedule time then without notice, the Owner shall be entitled to rescind and/or cancel this **agreement by forfeiting the 20% (twenty percent)** of the consideration/advance money and/or may charge for additional cost and interest in respect of rest amount. Time may be only extended after mutual agreement by and between the parties.
- 9) That the cost of registration and preparation of the Sale Deed and applicable **Govt. Charges including G.S.T. (as per Govt. rule) would**

be paid by the Purchaser and the Sale Deed be prepared by the Vendor's Advocate.

- 10) That the time is the essence of this contract, without natural calamities no time will be extended further, until both the parties shall make consent to that effect.
- 11) That the Purchaser will purchase the said flat on receiving bank loan from financial institution, the owner co-operates the same. Registration will be completed after getting loan from bank. But the owner would not be responsible and liable to handover any other documents as already handed over to the Purchaser. Final cost will be valued as per final measurement of the said **flat place**.
- 12) That the common portion and common facilities, amenities are fully described in the schedule hereunder which shall remain common for ever and all the Purchaser shall be entitled to enjoy the same as of right, peacefully without disturbing any other flat owners.
- 13) That for new installation of electric connection & meters 220 volt in own name, a sum of Rs. 25,000/- would be paid by Purchaser.
- 14) That the Purchaser shall not cause and put any objection towards further construction and/or any short of deviation and/or raising any further floor of the said building at and over the Schedule 'A' mentioned property.
- 15) That the Purchaser and/or its representative shall obey the rules and regulations of the owners' associations of the said apartment.
- 16) That the parties shall be bound to abide the Terms and Conditions as made in above.

SCHEDULE "A" REFERRED TO ABOVE

(TOTAL PROPERTY)

ALL THAT piece and parcel of demarcated Amalgamated Bastu land measuring about 12 Cottahs 04 Chittaks 33 Sq.ft. be the same a little more or less along with newly constructed two multi-storied buildings Block- 'A' and Block- 'B' standing thereon situated at Howrah Municipal Corporation Amalgamated Holding No. 69, Shibpur Road comprised within Mouza- Shibpur, J.L. No. 01, L.R. Dag Nos. 83 and 85 under L.R. Khatian No. 384, Howrah Municipal Corporation Ward No. 32, P.S. Shibpur District- Howrah, along with all easement rights of 8'-0" feet wide common passage in the Western side of the property under the Additional District Sub-Registry Office and District Sub-Registry Office at Howrah. The property is butted and bounded as follows:- .

On the North: Part of Holding Nos. 67, 70 and 71, Shibpur Road.

On the South : Shibpur Road;

On the East : Property of Paramananda Paul;

On the West : 8'-0" feet wide common passage.

SCHEDULE "B" REFERRED TO ABOVE

(Proposed purchased flat place)

ALL THAT one self contained **marble/tiles** flooring Flat being Flat No. on the Floor in Block- , measuring more or less Sq.ft. Carpet Area (..... Sq.ft. Covered area and Sq.ft. including Super built-up area) (**having lift facility**) consisting of Bedrooms, One Living-cum-Dinning, One Kitchen, Verandah and Toilet/s etc. of the building together with undivided proportionate share and interest of the land described in the First schedule hereinabove written lying and situated over the First Schedule mentioned property situated at Howrah Municipal Corporation Amalgamated Holding No. 69, Shibpur Road comprised within Mouza- Shibpur, J.L. No. 01, L.R. Dag Nos. 83 and 85 under L.R. Khatian No. 384, Howrah Municipal Corporation Ward No. 32, P.S. Shibpur

District- Howrah, along with all easement rights of 8'-0" feet wide common passage in the Western side of the property under the Additional District Sub-Registry Office and District Sub-Registry Office at Howrah, which is butted and bounded as follows :-

On the North :

On the South :

On the East :

On the West :

SCHEDULE "C" REFERRED TO ABOVE

(Specification of construction)

1. All flats will be well ventilated and dust free. RCC and brick work as per modern and latest technical method. Outside design and colour of the building will be latest modern type as well strong and long lasting.
2. Flooring : Vitrified Tiles/marble.
3. Bathroom : Vitrified tiles flooring, side wall covered with glazed tiles upto 5' (five) feet. One wash basin, Syntex or Polycon or identical type door and shower.
4. Kitchen : Vitrified tiles flooring, one sink, one large black stone for comfortable cooking, 2' (two) feet glazed tiles from black stone level connected with water line.
5. Doors and Windows : Teak pesting flush doors, windows made of aluminum fitted with glass and iron grill in each window.

6. Electrical wirings : Concealed electrical wirings with power plug points and switches at appropriate places along with cable television and telephone point.
7. Wall and Ceiling : Finished with **putti**.
8. Water Supply : Corporation supply and bore well to be distributed in each flat through concealed pipe-line from overhead tank at the roof.
9. Staircase and common lobby : Marble finish and specious.
10. Roof : Covered by parapet and protected by dana mosaic.
11. Lift will be provided.

If necessary the above schedule may be change by the company.

EXTRA WORKS : Any extra work other than the standard Specification shall be charged extra and such amount shall be deposited before the Execution of work.

SCHEDULE "D" ABOVE REFERRED TO
(The common Portion)

Entrance and exists to the premises and the new building

- a) Boundary walls and gate of the premises.
- b) Staircase lobbies on the entire floor.
- c) Entrance lobby, electric utility room/ meter room.
- d) Water Pump room.
- e) Common installations anywhere outside any unit.
- f) Right of access on the roof above the top floor of the new building for limited purpose.

- g) Any common are in the new building, foundation, columns, beams, supports common passage etc.
- h) Lift .

2. WATER, PLUMBING AND DRAINAGE :-

1. Drainage, Sewerage lines and other installations for the same. (Except only those as are installed within the exclusive area of any unit and/or exclusively for its use.
2. 24 hours water supply system.
3. Water pump, underground water connection together with all common plumbing installations for drainage water (save only those as are within the exclusive area of any unit and/or exclusively for its use).
4. Electrical installations: Electrical wiring and other fitting (excluding those as are installed within exclusive area of any unit or exclusively for its use)
5. Lighting of common portion
6. Electrical installations for receiving electricity from supply. Supplier (CESC) and meter for receiving the supply.
7. Others: Such other common parts, areas, equipment, installations, fittings fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-Owners.
8. Installation of lift and boaring water connection and its charges would be paid by the flat owners including the Purchasers and he would also liable to pay the installation charges of separate electric meter as per direction of the developer.

SCHEDULE “E” ABOVE REFERRED TO **(Covenants and common restrictions)**

The Purchasers shall always be strictly adhere to the following restrictions:-

1. Obstruct the Association (upon its formation) in their acts relating to the common purpose.
2. Violate any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
3. Injure, harm or damage or stagger rabbits in the common portion or any other units in the new building by making any alteration or withdrawing any support or otherwise.
4. Alter any portion, elevation or colour scheme of the new building.
5. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
6. Place or cause to be placed any article or object in the common portion.
7. Use any unit or any portion thereof for any purpose other than the purpose meant for (Residential).
8. Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.
9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or adjoining building or buildings.
10. Any further construction of extra floor deviation of sanction plan and fixing any towers at the said property.
11. That the agreement for sale of our project "ASHA BRIDGE VIEW APARTMENT" is in accordance to Annexure –A of West Bengal Estate (Regulation and Development) rules 2021.
12. That none of the terms and conditions of the Agreement for sale presented by us violate the provision of the Real Estate (Regulation and Development) Act 2016 and the West Bengal Real Estate (Regulation and Development rules 2021.

SCHEDULE "F" ABOVE REFERRED TO
(The Common Expenses)

1. **Maintenance:**

All cost of maintaining, operating, replacing repairing, white washing, painting, decorating, redecorating, rebuilding, reconstruction, lighting and renovating the common portions including the exterior or interior (but not inside any unit) walls of the new building and the Lift.

2. **Maintenance of Staff:** The Salaries of and all other expensed of the staff to be employed for the common purpose, including caretaker/darwans , sweepers, plumber, electricians etc. And their perquisites, bonus and other emoluments and benefits.

3. **Association:** Establishment and all other expenses of the Association are including the formation, office and miscellaneous expenses.

4. **Common utilities:** All charges and deposits for suppliers of common utilities to the co-Owners in common.

5. **Electricity:** Electricity charges for the electrical energy consumed for the operation of common portions.

6. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

7. **Rates and Taxes:** municipal Taxes, multistoried building tax, Water tax and other levies in respect of the premises and the new building save those separately assessed on Co-Owners.

IN WITNESSES WHEREOF the parties herein have set and subscribed their respective signatures and seals the day, month and year first above written.

Witnesses:

1.

Signature of the Owner

2.

Signature of the Purchaser

Drafted & Prepared by me

Advocate

Howrah Judges' Court

Typed by :

MEMO OF CONSIDERATION

Out of Total consideration of **Rs.,000/- (Rupees lakh thousand only)** a part consideration of **Rs.,000/- (Rupees lakh) only** is paid to the Vendor on following manners.

Date**Bank****Cheque****Amount****Total** Rs.,000/-**Witnesses :**

1.

Signature of the Vendor

