

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day
of _____, 2024

By and Between

For SURAKHA CONSTRUCTION
Samir Sarda *Samir Sarda*
Partner Partner

- (1) **SMT. REKHA SARDAR (PAN - AZIPS2742J)**, wife of Sri Surath Sardar, by Nationality - India, by faith - Hindu, by occupation - Business, residing at "Rekha Neer" 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084;
- (2) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son of Late Mahim Sardar, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station- Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084;
- (3) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station- Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084,
- (4) **SMT. SHANKARI BASU (PAN : AVKPB5557G)**, wife of Late Manindra Nath Basu, by Nationaliy - Indian, by faith - Hindu, by occupation - Housewife, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084;
- (5) **KUMARI BULA BASU (PAN : ATZPB7908E)**, daughter of Late Manindra Nath Bose, by Nationaliy - Indian, by faith - Hindu, by occupation - Service, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084;
- (6) **SMT. BANANI DAS BARMAN (PAN : AVGPD1469F)**, wife of Prabir Das Barman and daughter of Late Manindra Nath Bose, by Nationaliy - Indian, by faith - Hindu, by occupation - Housewife, residing at Monorama Apartment, 1No. South Road, Police Station - Jadavpur, Kolkata - 700032;
- (7) **SMT. BABY DUTTA MAJUMDER (PAN : ANSPD0244J)**, wife of Subhasis Dutta Majumder and daughter of Late Manindra Nath Basu, by Nationaliy - Indian, by faith - Hindu, by occupation - Service, residing at 138, Sreerampur Road, Post Office - Garia, Police Station - Patuli, Kolkata - 700084;

For SURAKHA CONSTRUCTION
Surath Sardar *Samir Sardar*
Partner Partner

(8) **SRI JYOTIRMAY BOSE** (PAN : **ALWPB8500F**), son of Late Manindra Nath Bose, by Nationality - Indian, by faith - Hindu, by occupation - Service, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084; and

(9) **SRI BISWANATH BOSE** (PAN : **APHPB1913K**), son of Late Manindra Nath Bose, by Nationality - Indian, by faith - Hindu, by occupation - Service, residing at Madhya Balia, Post Office - Garia, Police Station - Sonarpur now Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084; hereinafter called and referred to as the "**VENDORS/ LAND OWNERS**" (which terms or expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representative and/ or assigns) of the **FIRST PART**, being represented by their true and lawful constituted Attorney, **SURAKHA CONSTRUCTION** (PAN : **ACGFS2283P**), a partnership firm having its office at "Surakha Apartment" 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Soanrpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR** (PAN : **AQQPS5976F**), son Late Mahim Sardar, and (2) **SRI SAMIR SARDAR** (PAN : **DOBPS7793A**), son of Sri Surath Sardar, both by Nationality - Idnian, by faith - Hindu, both by occupation - Business, both residing presently at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084.

AND

SURAKHA CONSTRUCTION (PAN : **ACGFS2283P**), a partnership firm having its office at "Surakha Apartment" 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Soanrpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084, being represented by its partners namely (1) **SRI SURATH SARDAR** (PAN : **AQQPS5976F**), son Late Mahim Sardar, and (2) **SRI SAMIR SARDAR** (PAN : **DOBPS7793A**), son of Sri Surath Sardar, both by Nationality - Idnian, by faith - Hindu, both by occupation - Business, both residing presently at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084, hereinafter called and referred to as the "**DEVELOPER/ PROMOTER/ CONFIRMING PARTY**" (which terms or expressions shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its executors, successors in interest-in-office, administrators, legal representatives and/ or assigns) of the **SECOND PART**.

For SURAKHA CONSTRUCTION
Surath Sardar *Samir Sardar*
Partner Partner

AND

(1) (PAN : & Aadhaar No.),
..... of and (2) (PAN : &
Aadhaar No.), of, both by Nationality - Indian,
by faith - Hindu, by occupation - and respectively, both
residing at, P.O.-, P.S.-, Dist.
-, West Bengal, Pin Code -, M :,
hereinafter (jointly/collectively) referred to as the "**ALLOTTEE(S)/
PURCHASER(S)**" (which term or expression shall, unless excluded by or
repugnant to the subject or context, be deemed to mean and include his/
her/ their heirs, executors, administrators, successors, legal representatives
and/ or assigns) of the **THIRD PART**.

The Land Owners, Developer and Purchaser(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

A. DEFINITIONS - For the purpose of this Agreement for Sale, unless the context otherwise requires -

(a) **ACT** - Act shall mean Real Estate (Regulation and Development) Act, 2016.

(b) **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;

(c) **ASSOCIATION** - shall mean an Association of Allottees in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;

(d) **ADVOCATE** - shall mean **SAMAR DAS**, Advocate, High Court, Calcutta, Chamber at Kiron Apartment, Balia More, Garia, Kolkata - 700084 appointed by the Developer/Promoter inter alia, for preparation of this Agreement and Conveyance for transfer of the Apartment;

(e) **CARPET AREA** - shall means the net usable floor area of an apartment excluding the area covered by the external walls, area under services. shafts, and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

For SURAKHA CONSTRUCTION
Sami Sarkar
Partner
Sami Sarkar
Partner

- (f) **BUILT UP AREA** : shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Deck(s) which exclusively comprise a part of the Apartment, (iii) the niches, loft and (iv) areas under the services' shafts within the apartment and external walls of the Apartment, all as computed by the Architect.
- (g) **SUPER BUILT UP AREA** : shall mean and include the total built up area forming part of the said flat plus such percentage attributable thereto for the common parts and portions as determined by the Architect at its sole discretion, and the decision of the Architect shall be final and binding on the Parties.
- (h) **BUILDING/ NEW BUILDING** - shall mean the new residential buildings under construction at the said Land for the time being, the complex being named "**SURAKHA RESIDENCY - 6**", containing several independent and self-contained flats/apartments, parking spaces and other constructed areas;
- (i) **APARTMENT** shall mean the property specifically described in the Second Schedule hereunder written.
- (j) **CONSIDERATION MONEY** - shall mean total price of the aforesaid apartment/ unit.
- (k) **BOOKING AMOUNT** - shall mean 10% of the consideration for the Apartment which includes the Application Money;
- (l) **CANCELLATION CHARGES** - shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee(s) accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;
- (m) **COMMON AREAS AND INSTALLATIONS**- shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;
- (n) **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Installations and for rendition of common services in common to the Allottee(s) as mentioned in the **Fourth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s);

For SURAKHA CONSTRUCTION
Smith Sada Sami Sada
Partner Partner

(o) **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Installations, rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Installations of the Building and the Project in common.

(p) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having Building Permit No. **SWS-OBPAS/2207/2023/2733** dated **02/01/2024** duly sanctioned by the Rajpur-Sonarpur Municipality for construction of residential Project comprising of two blocks consisting of self-contained independent apartments, commercial spaces, and the car parking spaces whether open or covered within the said Project and the Common Areas and Common Installations thereto upon the said Land or on the part thereof to be known as "**SURAKHA RESIDENCY - 6**".

(q) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as "**SURAKHA RESIDENCY - 6**" comprising of two blocks consisting of self-contained independent apartments, commercial spaces and the car parking spaces whether open or covered within the complex and the Common Areas, Common Installations to be constructed by the Developer/Promoter in terms of the Plan on the said land or on the part thereof.

(r) **SAID LAND** - the lands more fully and particularly described in the **Part - IV of First Schedule** hereunder written.

(s) **SAID SHARE** - shall mean proportionate undivided indivisible impartible share in the said land in the Project attributable to the apartment agreed to be purchased hereunder by the Allottee(s).

(t) **SECTION & RULES** - means a section of the Act and rules framed thereunder.

(u) **SERVICE INSTALLATIONS** - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks, and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

For SURAKHA CONSTRUCTION

Partner Partner

(v) **SPECIFICATION** - shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

B. INTERPRETATION :

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

For SUPAKHA CONSTRUCTION
Samir Sarda Partner
Samir Sarda Partner

DESCRIPTION OF OWNERSHIP :

WHEREAS Rekha Sardar, the Vendors No. 1 herein purchased a piece and parcel of land measuring **0.5 decimals** i.e. more or less **5 Chittaks** lying, situated at and comprised in **L.R. Dag No. 190** appertaining to L.R. Khatian No. 20 corresponding to **R.S. Dag No. 177/285** under R.S. Khatian No. 124 of **Mouza - Garagachha**, J.L. No. 45, Ward No. 1 of the Rajpur - Sonarpur Municipality, Police Station - Sonarpur now Narendrapur, District - South 24 Parganas from its erstwhile owner, Anukul Mondal by virtue of a Deed of Sale registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2018, Pages from 112117 to 112137, Being No. 162903604 for the year 2018 and after thus purchase she got mutated the said property in her name in the record of the B.L.&L.R.O., Sonarpur, South 24 Parganas and the said property recorded in L.R.R.O.R. as **L.R. Dag No. 190 appertaining to L.R. Khatian No. 615 of Mouza - Garagachha**, J.L. No. 45, P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas.

AND WHAREAS Surath Sardar and Samir Sardar, the Vendors No. 2 & 3 herein purchased a piece and parcel of **2.5 decimals shali land** equivalent to **1 Cottahs 8 Chittaks** shali land in **L.R. Dag No. 189** appertaining to L.R. Khatian Nos. 569, 570 & 571 corresponding to **R.S. Dag No. 177** and **1.5 decimals shali land** equivalent to **15 Chittaks shali land** in **L.R. Dag No. 190** appertaining to L.R. Khatian Nos. 569, 570 & 571 corresponding to **R.S. Dag No. 177/285 ALTOGETHER** measuring **more or less 4 decimals i.e. 2 Cottahs 7 Chittaks** land of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084 by virtue of a Deed of Sale registered at the office of A.D.S.R. Garia, South 24 Parganas, and recorded in Book No. I, Volume No. 1629-2019, Pages No. 152399 to 152430, Being No. 162904566 for the year 2019, and after thus purchase they got mutated the said property in their names in the record of the B.L.&L.R.O., Sonarpur, South

For SURAKHA CONSTRUCTION
Surath Sardar Samir Sardar
Partner Partner

24 Parganas and the said property recorded in L.R.R.O.R. as 1 decimal land in L.R. Dag No. 189 and 1 decimal land in L.R. Dag No. 190 appertaining to L.R. Khatian No. 617 and 1 decimal land in L.R. Dag No. 189 and 1 decimal land in L.R. Dag No. 190 appertaining to L.R. Khatian No. 618 of Mouza - Garagachha, J.L. No. 45, P.S. - Sonarpur now Narendrapur, Dist. - South 24 Parganas.

AND WHAREAS on the other hand, one Manindra Nath Basu purchased a piece and parcel of land measuring more or less **20 decimals** at **R.S. Dag No. 178 under R.S. Khatian No. 117** corresponding to C.S. Dag No. 173 under C.S. Khatian No. 83 interalia other plot of land of **Mouza - Garagachha**, J.L. No. 45, P.S. - Sonarpur, Dist.- 24 Parganas from Kalidas Dutta and Duranta Mondal by virtue of Deed of Sale written in Bengali, registered at the office of Sub Registrar at Baruipur being recorded in Book No. I, Volume No. 60, Pages from 166 to 991, Being No. 3999 for the year 1963. Since then, the said Monindra Nath Basu had been in possession and enjoyment of the said property and got recoded his name in the L.R.R.O.R. containing **L.R. Khatian No. 153 having L.R. Dag No. 191** corresponding to R.S. Dag No. 178 under R.S. Khatian No. 117 of Mouza - Garagachha, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas.

AND WHEREAS the said Manindra Nath Basu alias Manindra Nath Bose died intestate leaving behind his wife, Shankari Basu, three daughters namely Kumari Bula Basu, Smt. Banani Das Barman, Smt. Baby Dutta Majumder and two sons, Sri Jyotirmay Bose and Sri Biswanath Bose who got the said property by way of inheritance and they got mutated their

For SURAKHA CONSTRUCTION
Santhi Sarkar *Samir Sarkar*
Partner Partner

names in the department of B.L&L.R.O., Sonarpur, South 24 Parganas and the said property recorded in L.R.R.O.R. as 20 decimals land in **L.R. Dag No. 191 appertaining to L.R. Khatian Nos. 582, 583, 584, 585, 586 and 587 of Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas in their names.

AND WHEREAS a Development Agreement was entered into by and between Vendors Nos. 4 to 9 herein and Surakha Construction, the developer herein on 29th June, 2018 on several terms and conditions as contained therein and the said Development Agreement was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. 1, Volume No. 1629-2018, Pages from 95378 to 95418, Being No. 162903069 for the year 2018 in respect of the property mentioned in the schedule there under and the Vendors No. 4 to 9 also granted a Development Power of Attorney in favour of the developer for smooth implementation of the terms and conditions of the development agreement and also construct the building upon their aforesaid property and the said Development Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. 1, Volume No. 1629-2018, Pages from 95419 to 95446, Being No. 162903074 for the year 2018.

AND WHEREAS thereafter, the **Vendors/ Land Owners herein jointly** amalgamated the aforesaid properties into a single property and as such the property becomes a single plot of Land measuring more or less **24.5 Decimals** equivalent to **14 Cottahs 13 Chittaks** land lying, situated at and comprised in L.R. Dag Nos. 189, 190 & 191 appertaining to L.R. Khatian Nos. 615, 617, 618 & 582, 583, 584, 585, 586 and 587 of **Mouza -**

For SURAKHA CONSTRUCTION
Sumit Sarda Partner
Samir Sarda Partner

Garagachha, J.L. No. 45. Police Station - Sonarpur now Narendrapur, District - South 24 Parganas specifically described in the table herein below, by virtue of a Deed of Amalgamation which was duly registered on 06/08/2021 at the office of A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2021, Pages from 138634 to 138660, Being No. 162903658 for the year 2021.

Land Owners	L.R. Dag No.	L.R. Khatian No.	Area of land in decimals	Area of Land in		
				K.	Ch.	Sft.
Vendors No. 1	190	615	0.5		5	00
Vendors Nos. 2 & 3	190	617 & 618	1.5		15	00
	189	617, 618	2.5	1	8	00
Vendors Nos. 4 to 9	191	582 to 587	20	12	1	00
TOTAL AMALGAMATED PROPERTY			24.5	14	13	00

of **Mouza - Garagachha**, J.L. No. 45, Ward No. 1 of the Rajpur - Sonarpur Municipality, **Police Station - Sonarpur now Narendrapur**, District - South 24 Parganas, Kolkata - 700084 and got recorded the amalgamated property in the record of the Rajpur-Sonarpur Municipality and since then the premises is known as **Holding No. 690, Road/ Area : Garagachha**, Ward No. 01 of Rajpur- Sonarpur Municipality.

For SURAKHA CONSTRUCTION
Sanjay Singh Samir Sarda
Partner Partner

AND WHEREAS subsequently, Rajpur-Sonarpur Municipality granted building permit vide No. **SWS-OBPAS/2207/2023/2733** dated **02/01/2024** for construction of Building consisting of two blocks upon the aforesaid property.

AND WHEREAS thereafter, a Development Agreement cum Development Power of Attorney was entered into by and between Rekha Sardar, Owner No. 1 herein and Surakha Construction, the developer herein on 19th June, 2024 on several terms and conditions as contained therein for construction of the building upon the said property and for smooth implementation of the terms and conditions of the development agreement and the said Development Agreement cum Development Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2024, Pages from 71796 to 71832, Being No. 162903015 for the year 2024 in respect of the property mentioned in the schedule there under.

AND WHEREAS also, a Development Agreement cum Development Power of Attorney was entered into by and between Surath Sardar and Samir Sardar, Owner Nos. 2 and 3 herein and Surakha Construction, the developer herein on 19th June, 2024 on several terms and conditions as contained therein for construction of the building upon the said property and for smooth implementation of the terms and conditions of the development agreement and the said Development Agreement cum Development Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2024, Pages from 71833 to 71862, Being No. 162903016 for the year 2024 in respect of the property mentioned in the schedule there under.

For SURAKHA CONSTRUCTION

Partner

Partner

AND WHEREAS after sanction of building plan from the authority of Rajpur-Sonarpur Municipality a major problem arises to provide owner's allocation of Owner Nos. 4 to 9 as per the aforesaid development agreement Being No. 162903069 for the year 2018 and as such Owner Nos. 4 to 9 herein and Surakha Construction decided to enter into a fresh Development Agreement cum Development Power of Attorney stating the proper owners' allocation as per the sanctioned building plan and as such the parties hereto have decided to cancel the aforesaid Development Agreement and as such they mutually cancel the aforesaid development agreement by execution Deed of Cancellation of Development Agreement which was registered at the office of the A.D.S.R. Garia, South 24 Parganas and recorded in its Book No. I, Being No. 162903833 for the year 2024 and as a result the owners also revoke the Development Power of Attorney by execution Revocation of Development Power of Attorney registered at the office of the A.D.S.R. Garia, South 24 Parganas and recorded in its Book No. IV, Being No. 162900086 for the year 2024.

AND WHEREAS as such Owner Nos. 4 to 9 herein and the developer herein entered into a fresh development agreement cum development power of attorney which was duly registered on 30th July, 2024 at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in its Book No. I, Volume No. 1629-2024, Pages from 92035 to 92084, Being No. 162903841 for the year 2024.

AND WHEREAS thereafter by as per the terms and conditions of the development agreement and strength of development power of attorney the developer herein started construction of the building project named as "**SURAKHA RESIDENCY - 6**".

For SURAKHA CONSTRUCTION
Santhi Saha Samir Saha
Partner Partner

AND WHEREAS the Land Owners and the Developer/Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Developer/ Promoter regarding the said land on which Project is to be constructed and the developer approved the project in RERA and get registered No.

AND WHEREAS The developer has informed to the Chairman of Rajpur-Sonarpur Municipality under rule 28 of the West Bengal Municipal (Building) Rules, 2007 under the West Bengal Municipal Act, 1993 about commencement of construction work of the said building as per **approved building plan vide No. SWS-OBPAS/2207/2023/2733 dated 02/01/2024** on/...../202.... and Rajpur - Sonarpur Municipality received the same on/...../202....;

AND WHEREAS the Promoter has obtained the final layout plan approvals for the Project from Rajpur-Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

AND WHEREAS the Allottee(s) has/have applied for allotment of an apartment in the said the Project under development and has been allotted **All That the Apartment/Flat No. (Type BHK) containing sq. ft. super built up area** (i.e. sq.ft. carpet area or sq.ft. built up area), be the same a little more or less, at the side on the **Floor in Block - of the project known as "....." and right to park a car in the independent car parking space on the Ground Floor of Block - in "SURAKHA RESIDENCY - 6"** (hereinafter collectively referred to as the "**said Apartment**") within the said Project be developed in accordance to the Specifications as mentioned in **Part II of the Third Schedule** hereto and of pro rata share in the common areas of the said Project along with the right to enjoy the Common Installations of the Project more fully mentioned in **Part I** of the **Third Schedule** hereto.

For SURAKHA CONSTRUCTION
Santhosh Samir Sarda
Partner Partner

AND WHEREAS the parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee(s), the Developer/Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act.

AND WHEREAS it is hereby agreed that the application form shall be deemed to be a part of this Agreement.

AND WHEREAS the parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the said Project.

AND WHEREAS the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS the Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of apartments in the said Project shall also have complete and unhindered access to all Common Areas, Common Installations of the Project which are meant or allowed by the Developer/Promoter for use and enjoyment by such other third parties.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Developer/ Promoter hereby agree to transfer their right title and interest in the Apartment together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Installations of the Project and the Allottee(s) hereby agree(s) to purchase the said Apartment.

For SURAKHA CONSTRUCTION

Partner

Partner

AND WHEREAS it has been agreed by the parties that the Association of all the Allottee(s) of all the blocks in the said Project as and when the said Project is completed in its entirety shall own in common all Project Common Installations of the Project together with all easements, rights and appurtenances belonging thereto.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agree to purchase, the Apartment specifically described in the **SECOND SCHEDULE** hereunder written;

The Total Price for the Apartment based on the carpet area is **Rs./- (Rupees Lakh Thousand Hundred only ("Total Price")** (Give break up and description):

Block/Building/Tower No. Apartment No. Type Floor	Rate of Apartment per square feet*
Carpet Area - Sq. ft.	Rs./-
Super Built up Area - Sq. ft.	Rs./-
Price of Flat	Rs./-
Garage : Independent/ dependent Car Parking Space measuring more or less Sq.ft.	Rs./-
Total consideration money of Flat and Parking	Rs./-

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee(s) to the Promoter towards the Apartment;

For SURAKHA CONSTRUCTION

Partner Partner

(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee(s) to the promoter shall be increased/reduced based on such change/ modification;

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 7 (seven) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) independent garage as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Fifth Schedule ("Payment Plan").

For SURAKHA CONSTRUCTION
Samir Sardar *Samir Sardar*
Partner Partner

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s).

The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottee(s);
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

For SURAKHA CONSTRUCTION
Sanjay Sarda Partner
Samir Sarda Partner

It is made clear by the Promoter and the Allottee(s) agree that the Apartment along with independent garage shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee(s) that all other areas and i.e. areas and facilities falling outside the Project, namely "....." shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee(s) has/ have paid a sum of **Rs00,000/- (Rupees Lakh only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agree/s to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate 1% per month upon dues amount.

For SURAKHA CONSTRUCTION
Santh Sankh Samir Sarda
Partner Partner

2. MODE OF PAYMENT :

2.1. The Consideration of Flat is Rs./- (Rupees Lakh Thousand Hundred) only.

Block No.

Apartment No.

Type : BHK

Floor :

Portion/ side :

Super Built up area : Sq.ft.

Carpet Area : Sq.ft.

Rate of Apartment per Square feet of carpet area : Rs./-

Independent Parking - Rs./-

Total Consideration for the Apartment is Rs./- (Rupees Lakh Thousand Hundred) only.

2.2 The Total GST in respect of the Extras and Deposits as mentioned herein below is **Rs./- (Rupees Lakh Thousand Hundred Hundred) only** ("Total GST").

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer/Promoter shall be increased/reduced based on such change/ modification.

2.3 The Total Extras and Deposits in respect of Apartment is **Rs./- (Rupees Lakh Thousand Hundred Hundred) only** ("Total Extras and Deposits").

DEPOSITS :

Municipality property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months to Rajpur-Sonarpur Municipality or the concerned authority.	Rs. _____/-
Sinking Fund- This amount is payable to the association as funds for future repairs replacement, improvements and developments in the said Project.	Rs. _____/-

For SURAKHA CONSTRUCTION
Sarith Sark *Samir Sarda*
Partner Partner

This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer/Promoter or the Association deem fit and proper.	
Total Deposits	Rs. _____/-

EXTRA CHARGES

Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC Ltd. for providing and installing transformer at the said Project.	Rs. 30,000/-
Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project.	Rs. 45,000/-
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-
Total Extras	Rs. _____/-

Provided the Allottee(s) shall pay the Deposit to WBSEDCL directly on account of Individual Meter.

2.4 **TDS** : If applicable, the tax deductible at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Developer/Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper certificate thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper

For SURAKHA CONSTRUCTION

Partner Partner

certificate thereof is not provided to the Developer/Promoter, then the same shall be treated as default on the part of the Allottee(s) under this Agreement and the amount thereof shall be treated as outstanding.

3. If prior to execution of the conveyance, the Allottee(s) nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/their place and stead, the Allottee(s) may do so with the permission of the Developer/Promoter subject to payment of nomination charge of Rs. 5,00,000/- (Rupees Five Lakh) only.

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**SURAKHA CONSTRUCTION**"

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The

For SURAKHA CONSTRUCTION

Partner

Partner

Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/ them under any head(s) of dues against lawful outstanding, if any, in his/her/ their name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertake(s) not to object/demand/direct the Promoter to adjust his/ her/ their payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) and the common areas to the association of the allottee(s). Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee(s) has/ have seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Apartment Ownership Act and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

For SURAKHA CONSTRUCTION
Smita Sarkar *Sami Sarkar*
Partner Partner

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment : The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31st December, 2027.

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lock-down or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agree/s that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree/s and confirm/s that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agree/s that he/she/ they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Promoter, after completion of the apartment shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) weeks from the date of issue of such notice and the Promoter shall give possession of the Apartment/ to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree/s to pay the maintenance charges as determined by the Promoter/association of allottee(s), as the case may be.

For SURAKHA CONSTRUCTION
Smita Sarkar Partner
Sami Sarkar Partner

Failure of Allottee(s) to take Possession of Apartment : Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee(s). In case the Allottee(s) fail/s to take possession within the time mentioned above, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee(s) - After handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee(s) - The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project :
Provided that where the allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit amount as stated in clause (k) in definition from the amount paid for the allotment. The balance amount of money paid by the allottee(s) shall be returned by the promoter to the allottee(s) within 45 days of such cancellation.

Compensation -

The Promoter shall compensate the Allottee(s) in case of delayed period.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its/their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/them/it in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

For SURAKHA CONSTRUCTION
Sunith Sankar *Sameer Sankar*
Partner Partner

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The land owners have absolute, clear and marketable title with respect to the said Land; and the developer has rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Association of the Allottee(s);

For SURAKHA CONSTRUCTION

Sumit Singh *Samir Sarda*

Partner

Partner

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration.

In case of Default by Promoter under the conditions listed above, Allottee(s) is/ are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stop/s making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

For SURAKSHA CONSTRUCTION

Smith Sark *Sameer Sardar*
Partner Partner

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fail/s to make payments for 2 months consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee(s) shall be liable to pay interest 1% per month to the promoter on the unpaid amount.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to him by the allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) weeks. However, in case the Allottee(s) fail/s to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her/ their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

For SURAKHA CONSTRUCTION
Sami Sardar
Partner Partner

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottee(s).

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 1 (One) year by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee(s) hereby agree/s to purchase the Apartment on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottee(s) from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/ maintenance agency/ association of allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agree/s to permit the association of allottee(s) and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

For SURAKHA CONSTRUCTION
 
Partner Partner

15. USAGE

Use of Basement and Service Areas : The basement(s) and service areas, if any, as located within the "SURAKHA RESIDENCY - 6", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottee(s) formed by the Allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her/ their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) further undertake/s, assure/s and guarantee/s that he/she/ they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in

For SURAKHA CONSTRUCTION
Sanjay Sarda *Sami Sarda*
Partner Partner

the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee(s) and/or maintenance agency appointed by association of allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee(s) is/ are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertake that he/she/ they shall comply with and carry out, from time to time after he/she/ they has/ have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her/ their own cost.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Building.

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

For SURAKHA CONSTRUCTION

Partner Partner

20. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. THE ALLOTTEE(S) DO TH HEREBY COVENANT WITH THE DEVELOPER as follows :

- i. Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said building or any part thereof by the developer.
- ii. To pay from time to time after completion/ handing over of the unit proportionate share of the common expenses as will be required.
- iii. So long as such unit in the said building shall not be separately assessed for the purpose of Municipal Rates, Taxes, maintenance charges, electrical charges and Charges for supply of water shall be proportionately paid by the Purchaser. Such proportionate

For SURAKHA CONSTRUCTION
Santh Sarda *Gani Sarda*
Partner Partner

charge and maintenance shall be determined by the developer on the basis of area of such unit in the said building.

- iv. Not to do anything whereby the developer's right and liberty is affected.
- v. Not to throw any rubbish or store any article or combustible goods in the common parts.
- vi. Not to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said unit.
- vii. Not to cause any nuisance or annoyance to the co-purchaser and/ or occupants of the other portion of the said building and/ or unit.
- viii. Not to decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the building in any manner.
- ix. Not to claim any partition or sub-division of the said land or the common parts.
- x. To observe, fulfill and carry out all their obligations under this Agreement regarding the said unit and matters relating thereto.
- xi. not to litigate if any property amalgamated with this project.

24. COMMON FACILITIES USED WITH THE ALLOTES OF THE ADJOINING BUILDING TO BE CONSTRUCTED BY THE DEVELOPER :

Common facilities of this building shall be commonly used with the building to be constructed by the developer in future on the East side of the project and in such case none of the parties hereto shall have objection.

For SURAKHA CONSTRUCTION
Sanjay Singh *Samir Sardar*
Partner Partner

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has/ have to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

For SURAKHA CONSTRUCTION

Partner

Partner

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s).

30. NOTICES

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses stated in this agreement or by email or whatsapp etc.

It shall be the duty of the Allottee(s) and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her/ their which shall for all intents and purposes to consider as properly served on all the Allottee(s).

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

That, if any difference or dispute shall arise between the parties hereto in respect of what is related to this agreement or arising thereout or the operation thereof the matter in difference or dispute shall be referred to the Arbitration or proper forum or court having jurisdiction if any difference and dispute is not mutually solved by and between the parties hereto.

For SURAKHA CONSTRUCTION
Santhi Sarkar Partner
Samir Sardar Partner

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

PART - I

(i.e. property of Vendors No. 1)

ALL THAT piece and parcel of land measuring **0.5 decimals** i.e. more or less 5 Chittaks lying situated at and comprised in L.R. Dag No. 190 appertaining to L.R. Khatian No. 615 corresponding to R.S. Dag No. 177/285 under R.S. Khatian No. 124 of **Mouza - Garagachha**, J.L. No. 45, being the portion of **Holding No. 690, Garagachha**, Ward No. 1 of the Rajpur - Sonarpur Municipality, Police Station - Sonarpur now Narendrapur, District - South 24 Parganas, Kolkata - 700084.

PART - II

(i.e. property of Vendors Nos. 2 & 3)

ALL THAT piece and parcel of **2.5 decimals shali land** equivalent to **1 Cottahs 8 Chittaks shali land** in L.R. Dag No. 189 appertaining to L.R. Khatian Nos. 617 & 618 corresponding to R.S. Dag No. 177 and **1.5 decimals shali land** equivalent to **15 Chittaks shali land** in L.R. Dag No. 190 appertaining to L.R. Khatian Nos. 617 & 618 corresponding to R.S. Dag No. 177/285 **ALTOGETHER** measuring more or less **4 decimals i.e. 2 Cottahs 7 Chittaks Shali land** being the portion of **Holding No. 690, Garagachha**, Ward No. 01 of Rajpur Sonarpur Municipality of Mouza Garagachha, J.L. No. 45, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata 700084.

For SURAKHA CONSTRUCTION

Santhosh Kumar Sami Sarda

Partner

Partner

PART - III

(i.e. property of Vendors Nos. 4 to 9)

ALL THAT piece and parcel of Bastu Land measuring more or less **20 decimals** equivalent to **12 Cottahs 1 Chittak** lying, situated at and comprised in L.R. Dag No. 191 appertaining to L.R. Khatian Nos. 582 to 587 (previously L.R. Khatian No. 153) corresponding to R.S. Dag No. 178 under R.S. Khatian No. 117 of **Mouza - Garagachha**, J.L. No. 45, Touji No. 56, Revenue Survey No. 41, being the portion of **Holding No. 690, Garagachha**, Ward No. 01 of Rajpur- Sonarpur Municipality, Post Office Garia, Police Station Parganas, Kolkata Sonarpur presently Narendrapur, District South 24 Parganas, Kolkata - 700084.

PART - IV

(i.e. the total Land of the premises)

ALL THAT piece and parcel of amalgamated plot of land measuring **24.5 Decimals land** equivalent to **14 Cottahs 13 Chittaks 00 Sq.ft.**, be the same a little more or less, at **Holding No. 690, Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality, comprised in **L.R. Dag Nos. 189, 190 & 191 appertaining to L.R. Khatian Nos. 615, 617, 618 & 582, 583, 584, 585, 586 and 587** corresponding to R.S. Dag Nos. 177, 117/ 285, 178 under R.S. Khatian Nos. 117 and 124 of **Mouza - Garagachha**, J.L. No. 45, R.S. No. 41, Touzi No. 56, P.S. - Sonarpur now Narendrapur, District - South 24 Parganas, Kolkata - 700084. The said property is butted and bounded as follows :

ON THE NORTH : 16 feet wide Garagachha Patuli Link Road;
ON THE SOUTH : Plot of R.S. Dag No. 188;
ON THE EAST : Plot of R.S. Dag Nos. 179 & 180;
ON THE WEST : Plot of R.S. Dag No. 176.

For SURAKHA CONSTRUCTION

Santhi Santhi Samir Sardar
Partner Partner

THE SECOND SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING)

All That the Apartment/Flat No. (Type BHK) containing
..... sq. ft. super built up area (i.e. sq.ft. carpet area or
sq.ft. built up area), be the same a little more or less, at the side
on the Floor in Block - and right to park a car in the
independent/dependable car parking space on the Ground Floor of
Block - of the project known as "SURAKHA RESIDENCY - 6" at
Holding No. 690, Garagachha, Ward No. 01 of the Rajpur-Sonarpur
Municipality, P.O.- Garia, Police Station - Sonarpur now Narendrapur, Dist.
- South 24 Parganas, Kolkata - 700084 **TOGETHER WITH** undivided
proportionate share of land of the said premises as specifically described in
the Part - IV of First Schedule hereinabove along with common interest in
all common areas as permissible under law.

For SURAKHA CONSTRUCTION
Samir Sarkar *Samir Sarkar*
Partner Partner

THE THIRD SCHEDULE ABOVE REFERRED TO:

Part I

(The common areas and installation common to the co-owners)

1. Entrance lobby in the Ground Floor of the Block;
2. Staircase of the new building alongwith their full and half landings with stair cover on the ultimate roof;
3. Lift with lift shaft and the lobby in front of it on typical floors;
4. concealed electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the Ground Floor of the building;
5. Water pump with motor and with water supply pipes to overhead water tank and underground reservoir and with distribution pipes there from connecting to different flats of the complex.
6. Drainage and sewers;
7. Common toilets in the ground floor of the complex;
8. Room for darwan/ security guard/ caretaker of the complex;
9. Boundary walls of the said land;
10. Common toilet;
11. such other common facilities specified by the Developer expressly to the common parts of the said Building.

For SURAKHA CONSTRUCTION
Sanjay Singh Samir Sarda
Partner Partner

Part II
(Specifications)

1. Entire flooring of the flat will be Tiles.
2. Toilet Wall Tiles upto 5' ft. will be provided.
3. In the kitchen one cooking platform and Floor Tiles, wall dado of glazed tiles upto 24" height over the platform and one Steel sink will be provided and one tap for sink purpose.
4. Doors : Doors shall be flush doors with commercial ply.
5. Windows : Sliding window with grills will be provided including fixing of glass.
6. Interior walls will be finished with plaster of parish.
7. In the toilet : one commode with cistern shall be provided. In addition to this one wash basin with Tap connections shall be provided.
8. Concealed wiring with points as under-
 - a) Bed Room: 2 Light Points, 1 Fan Point, 1 Plug Point (5 Amp.)
 - b) Toilet: 1 Light Point, 1 Plug Point (15 Amp.), 1 exhaust point
 - c) Kitchen: 1 Light Point, 2 Plug Points (5Amp. & 15 Amp.)
 - d) Drawing & Dining: 2 Light Points, 1 Fan Point, 2 Plug Points (5 Amp. & 15 Amp.)
 - e) Balcony: 1 Light Point, 1 Plug Point (5 Amp.)
 - f) Calling Br connection in each flat above/ beside the Door frame.
 - g) Special fittings as per Owner's choice will be provided at extra cost.

Note: Extra fitting and works may be provided at extra cost to be paid by the owner.

For SURAKHA CONSTRUCTION
 
Partner Partner

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)**

1. The expenses, maintenance, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharges arrangements, electricity supply system to all common areas mentioned in the Third Schedule hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer wall, common areas, boundary wall and main gate.
3. The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the proposed building.
5. Municipal taxes, water taxes, revenues, insurance premium if any, and other taxes and outgoings whatsoever as may be applicable and/or payable on account of the said premises.
6. Such other expenses as may be necessary for incidental to the maintenance of the premises and the common areas and amenities.
7. All expenses referred to above shall be borne and paid proportionately by all allottees from the date of taking possession of their respective apartment.

For SURANGHA CONSTRUCTION
Savitri Saha *Sami Saha*
Partner Partner

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PAYMENT PLAN

The Total Price of the Apartment (Flat & Car Parking space) is **Rs.**/- shall be paid by the Allottee(s) in the following manner:

Application fee : **Rs. 1,00,000/-**

On execution of the Agreement for sale : 20% of Total Consideration of the apartment less Application Fee : **Rs.**/-.

remaining 80% payment being sum of **Rs.**/- in the following manner-

Particulars	Amount (in Rs.)
After Ground Floor Slab Casting (10% of total consideration)	/-
After 2 nd Floor Slab Casting (15% of total consideration)	/-
After 4 th Floor Slab Casting (15% of total consideration)	/-
After brick work (15% of total consideration)	/-
After plaster work (15% of total consideration)	/-
At the time of registration (Rest Amount)	/-
Total	/-

Apart from this extra charges if any and GST as applicable.

Disclaimer: This Agreement shall not violate terms and regulations of WBRERA.

For SURAKHA CONSTRUCTION
Sunith Sarda *Sami Sarda*
Partner Partner

IN WITNESS WHEREOF parties hereto have set and subscribed their respective hands, seals and signature on this Agreement for Sale at Kolkata in the presence of following attesting witnesses on the day, month and year first above written with in sound mind and sound body without any influence by anybody having had knowledge of the content of the Agreement.

SIGNED, SEALED & DELIVERED
in presence of following witnesses:-
1.

For SURAKHA CONSTRUCTION
Smith Saha
Partner Partner

As the constituted attorney for
the all Land Owners

Signature of the Vendors

2.

For SURAKHA CONSTRUCTION
Smith Saha Samir Saha
Partner Partner

Signature of the Developer

Drafter and Prepared by :

SAMAR DAS,

Advocate,

High Court, Calcutta.

Enrollment No. WB/91/05.

Signature of the Allotte(s)

MEMO OF RECEIPT

Received with thanks the within mentioned sum of Rs./-
(Rupees Lakh Thousand Hundred) only
out of the total consideration money being sum of Rs./- (Rupees
..... Lakh Thousand Hundred only) from the within
mentioned Allottee(s) in the following manner -

Particulars	Amount (in Rs.)
Total	

WITNESSES :

1.

2.

For SURAKHA CONSTRUCTION
Santosh Sarda *Sami Sarda*
Partner Partner

Signature of the Developer