

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made on \_\_\_\_\_ day of \_\_\_\_\_

Two Thousand Seventeen (2017) BETWEEN (1) RADICAL NIRMAN PVT. LTD., a Private Limited Company, incorporated under Indian Companies Act, 1956, AADCR 5694P, having it's Office at 78, Bentick Street, P.S. Bowbazar, Kolkata 700 001, represented by it's Director SRI MAYANK TODI (PAN - \_\_\_\_\_)

son of Sri Bimal Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 67, Gobindopur Road, P.S. Lake, Kolkata 700 045, District 24 Parganas (South), (2) TODI INFRASTRUCTURE PVT. LTD., a Private

Limited Company, incorporated under Indian Companies Act, 1956, PAN - AACCT 8548F, having it's Office at 78, Bentick Street, P.S. Bowbazar, Kolkata 700 001, represented by it's Director SRI ADITYA TODI (PAN \_\_\_\_\_), son of Late

Satya Pal Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/51, Prince Gulam Md. Shah Road, Kolkata 700 033, P.S. Jadavpur, hereinafter referred to as the "OWNERS" (which term or expression shall, unless

excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/ interest, administrators, successors-in-office and assigns) of the ONE PART

-AND-

....., s/w/d of .....  
Residing at ..... hereinafter called and referred to as  
the

'PURCHASER/S', (which expression <sup>2</sup> shall unless excluded by or otherwise repugnant to the context be deemed to mean and include his/her/their heirs, executors, successors, administrators, legal representatives and assigns) of the SECOND PART;

-AND-

RADICAL NIRMANS PVT. LTD., a Private Limited Company having its office at 78, Bentick Street, P.S. Bowbazar Street, Kolkata 700 001, PAN – AADCR5694P represented by one of its Director SRI MAYANK TODI (PAN – \_\_\_\_\_) son of Late Satyapal Todi, by faith Hindu, by occupation Business, by Nationality Indian, residing at 67, Gobindopur Road, P.O. & P.S. Lake, Kolkata 700 045, hereinafter called and referred to as the 'DEVELOPER', (which expression shall unless excluded by or otherwise repugnant to the context be deemed to mean and include it's successors, executors, successors-in-office, successors-in-interest, administrators, legal representatives) of the THIRD PART;

WHEREAS the Owners herein entitled to ALL THAT Piece and Parcel of Bastu land, measuring more or less 11 Cottahs 5 sq.ft. alongwith proposed G + 4 Storied building standing thereon, lying and situated within P.S. Sonarpur, under R.S. Dag No. 696 and 692, R.S. Khatian No. 54 and 85 corresponding to L. R. Khatian No. 2657 and 2658 and L. R. Dag No. 787 and 783, J.L. No. 58, R.S. No. 196, Touzi No. 110 within Mouza Ramchandrapur, District 24 Parganas (South), by virtue of a Purchase Deed, the said deed duly registered in favour of the Owners herein and recorded in the Office of DSR-IV at Alipore, vide Book No. 1, C. D.

Volume No. 12, Pages from 288 to 311,<sup>3</sup> Being No. 02078 for the Year 2014 of the said Office.

AND WHEREAS the Owners herein after such purchase of the land in the aforesaid manner duly mutated the same with the local Bonhooghly Gram Panchayet -1.

AND WHEREAS that with the terms of the said Development Agreement and active co-operation given by the Owners the Developer hereinbefore obtained building sanction plan from the concern Bonhooghly Gram Panchayet -1, Building Department vide Building sanction No. 461/591/ KMDA dated 28.03.2017 and duly constructed a G Plus 4 Storied Building comprising of Six flats in each floor the property more fully written in the SCHEDULE A and hereinafter preserving the Owner's Allocation the Developer retain the absolute authority to sale, dispose and convey the Developer's Allocation at his own decided price to the Intending Purchaser or Purchasers for which the Owner have no objection in present or in future.

AND WHEREAS the Owners also confirmed that they shall signing this Agreement for Sale as Owners and also sign proper Deed of Conveyance in favour of the Intending Purchaser or Purchasers in respect of Selling procedure of the Developer Allocation and also the Owners shall have no objection if the Developer receive the earnest and or full consideration price of the Developer Allocation from the Intending Purchaser or Purchasers.

AND WHEREAS while the construction of the said multi storied building is going the Purchaser/s being interested to purchase a self contained residential flat, lying on the .....Floor, ..... Side, measuring more or less ..... sq.ft. super built up area, being Flat No. .... along with a covered car parking space measuring more or less ..... Sq.ft. on ground floor of the multi storied building situated within P.S. Sonarpur, under R.S. Dag No. 696 and 692, R.S. Khatian No. 54 and 85 corresponding to L. R. Khatian No. 2657 and 2658 and L. R. Dag No. 787 and 783, J.L. No. 58, R.S. No. 196, Touzi No. 110 within Mouza Ramchandrapur, District 24 Parganas (South) and offered the Developer to purchase the same at or for Rs. ..../- (Rupees ..... only) as full and final consideration price togetherwith all fittings and fixtures along with all easement and common rights, free from all encumbrances and charges, absolute and forever.

AND WHEREAS the Developer herein before handed over the relevant documents regarding the right title of the said property and other matters and also made satisfied the Purchaser/s as such accepting the proposal of the purchaser/s agreed to sale the aforesaid flat hereunder at the aforesaid offered price along with all easement and common rights togetherwith all fittings and fixtures with proportionate share of land underneath the said property absolute and forever.

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AND WHEREAS in pursuance to the above consideration and offer and acceptance made by the Purchaser/s and the Developer this Agreement for Sale is made as per followings:-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:-

1. That the Developer is the absolute entitled /entrusted in respect of the SCHEDULE "B" flat at situated within P.S. Sonarpur, under R.S. Dag No. 696 and 692, R.S. Khatian No. 54 and 85 corresponding to L. R. Khatian No. 2657 and 2658 and L. R. Dag No. 787 and 783, J.L. No. 58, R.S. No. 196, Touzi No. 110 within Mouza Ramchandrapur, District 24 Parganas (South) and hereinbefore handed over the relevant documents of the said property to the Purchaser/s who being satisfied about the title of the said property entering this agreement for sale without coercion.
2. That the Purchaser/s agreed to purchase and the Developer agreed to sale all that self contained residential flat lying and situated within the multistoried building situated within P.S. Sonarpur, under R.S. Dag No. 696 and 692, R.S. Khatian No. 54 and 85 corresponding to L. R. Khatian No. 2657 and 2658 and L. R. Dag No. 787 and 783, J.L. No. 58, R.S. No. 196, Touzi No. 110 within Mouza Ramchandrapur, District 24 Parganas (South) being ALL THAT flat on the ..... floor, ..... side, being Flat No. ....., measuring more or less .....sq.ft. super built up area along with a covered car parking space measuring more or less

..... Sq.ft. on ground floor with all fittings<sup>6</sup> and fixtures togetherwith all easement and common rights and the benefits and facilities available thereon with proportionate share of land for Rs. ..../- (Rupees ..... Lacs) only underneath the said property at or for as full and final consideration price absolutely and forever without any encumbrances, charges, liens, discrepancies etc.

3. That the Developer herein had delivered the relevant documents relating the said property to the Purchaser/s hereinbefore and after proper inspection and verification and being satisfied about the title of the property the Purchaser/s agreed to purchase the said flat as written in the SCHEDULE "B" hereunder.

4. That on or before the execution of this presents the Purchaser/s shall pay a sum of Rs. ..../- (Rupees ..... ) only as advance against the total consideration price.

5. That the Purchaser/s shall pay the balance consideration price as per schedule written below but till the full sale price is paid to the Developer the Purchaser/s shall not claim the demised flat or shall not get possession of the said flat till the full payment is made and the registration is done in favour of the Purchaser/s. All the incidental expenses regarding registration has been borne by the Purchaser/s under the supervision of Developer's Advocate.

6. That the Purchaser/s in future shall not claim any other flat in the said building and all the common areas shall be treated as all time common for the purchaser/s and other occupiers of the said proposed multistoried building.

7. That as and when the flat is ready for possession the Developer shall serve 15 days prior notice to the Purchaser/s to intimate about the completion of the said flat and covered car parking space to get registration of the same the Purchaser/s have to comply the notice and if he fails or neglect to pay the balance amount and the registration within the stipulated 15 days notice period, the Developer shall not be liable for any further delay.

8. That if the Purchaser/s fails to pay the balance consideration price accordingly as per mode of payment written hereinbelow the Developer shall retain the right to cancel the agreement and also have right to sell the said flat elsewhere and after such sale the Purchaser/s shall get his advance amount paid after deducting 10% of the total advance paid till date.

9. That the Purchaser/s after proper purchase shall be the member of the association of the said proposed building and shall abide by the rules and regulations to be framed thereon in the said proposed residential building and also the Purchaser/s shall pay all the common maintenance charges and expenses to be imposed over him as per the proportionate share of flat purchased by him in the said building.

10. That the Purchaser/s shall be in interest in respect of the demised flat shall not cause any objection or interference in the construction or development works in the said flat of the said building.

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11. That the Purchaser/s by virtue of this agreement shall not transfer, mortgage the said flat and covered car parking space until deal is completed by proper registered sale deed on payment of full consideration price.

12. That till the Developer got Completion Certificate from the Local Bonhooghly Gram Panchayet -1 all the outgoing tax will be born by the developer and after the Completion Certificate the taxes will be born by the Purchaser/s.

13. That the Purchaser/s shall remain restricted only to the said flat and covered car parking space shall have right to inspect his flat during construction and completion but shall not claim the right, title of the same and possession till the full payment is made alongwith registration.

14. That on execution of this presents and henceforth the Developer shall have right to enter into the said flat and covered car parking space with his workmen for proper construction and completion of the said flat as per specification as written hereunder.

15. That on purchase of the said flat the purchaser/s shall have right to colour or make minor change in the said flat without hampering the main pillar, partition wall and structure under any circumstances, shall not colour the outer wall of the building having no right for any major addition or alteration of the said flat and building.

16. That the Purchaser/s shall use the said flat for residential purpose only and shall not use the same for commercial or other any purposes and cause not to done any illegal act in the said building and the flat space.
17. That the right of possession of the Purchaser/s in respect of the said flat and covered car parking space shall arise only upon the Purchaser/s fulfilling all the obligation as contained hereinbefore in the agreement for sale.
18. That all disputes and differences by and between the parties hereto in any way relating or connection to the said building, flat and Agreement referred to Joint Arbitrator accordance to the Arbitration and Conciliation Act, 1996.
19. That if the Purchaser/s express inability to purchase the demised flat space, the Purchaser/s has inform the matter in writing to the Developer within seven days of signing of this Agreement for Sale and on that situation the Developer shall return the advance paid amount till date after deduction of 10% from the total advance paid till date.
20. That the aggrieved party may go to the Ld. Court under jurisdiction and the Hon'ble High Court Calcutta and Alipore Judges and Criminal Court shall have jurisdiction to entertain and try all actions, suits and proceedings for any fault arising out of non-compliance of this agreement.
21. That if the developer will not handover the flat to the purchaser on time the developer had to pay 9% interest to the purchaser on the amount paid .

22. After enter in this agreement the purchaser apply for a bank loan and if Bank want to register the sale agreement then the purchaser will register it.

#### FORCE MAJEURE

The parties hereto shall not in considered to be liable for any obligations hereunder to the extended that the performance of the relative obligations was prevented by any force Majeure and this construct shall remain suspended during the duration of such Majeure, if any.

FORCE MAJEURE shall mean floods, earth quake, riot, storm, tempest, civil commotion, strikes, lock out and / or any other act or commission beyond the control of the parties hereto.

#### ARBITRATION

In Case of any dispute or difference on any question arising between the parties hereto with regard to this Agreement the same shall be referred to Arbitration under the provision of the Arbitration & Reconciliation Act, 1996 and / or any other statutory modification and / or enactment and among two Arbitrators.

#### JURISDICTION

All the Courts, within the limits of Alipore and High Court at Calcutta notwithstanding for the provisions, the right to sue for specific performance of contract by one part

against the other part as per the terms <sup>11</sup> and conditions of this agreement shall remain unaffected.

THE SCHEDULE "A" ABOVE REFERRED TO:

(Description of Land)

ALL THAT Piece and Parcel of Bastu land, measuring more or less 11 Cottahs 5 sq.ft. alongwith G + 4 Storied building standing thereon, lying and situated within P.S. Sonarpur, under R.S. Dag No. 696 and 692, R.S. Khatian No. 54 and 85 corresponding to L. R. Khatian No. 2657 and 2658 and L. R. Dag No. 787 and 783, J.L. No. 58, R.S. No. 196, Touzi No. 110 within Mouza Ramchandrapur, District 24 Parganas, under Bonhooghly Gram Panchayet -1 which is butted and bounded as follows:-

ON THE NORTH By Plot No. 60 & 65

ON THE SOUTH By proposed Road

ON THE WEST By Part of R.S. Dag No. 692 & 696

ON THE EAST By proposed Road.

THE SCHEDULE "B" ABOVE REFERRED TO:

(Description of the proposed flat and covered car parking space)

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ALL THAT flat on the .... floor, ..... side, being Flat No. ...., measuring more or less ..... sq.ft. super built up area along with a covered car parking space measuring more or less .....Sq.ft. on ground floor with all fittings and fixtures together with the undivided proportionate share of land togetherwith right to use the common facilities, such as stairs and stair cases, lift, sewer and sewerages, path, underground and overhead water reservoir, pump room, septic tank, boundary wall, outer wall, rain pipe and rain water pipes and other facilities within the SCHEDULE "A" property. The said flat is delineated and the annexed site plan verge with RED border which is part and parcel of this Indenture.

THE SCHEDULE "C" ABOVE REFERRED TO  
(Payment)  
PART-I

The Purchaser/s hereby agrees to pay to the Developer and sum of towards the consideration amount which amount to be paid in the manner following:-

<u>SCHEDULE</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u> (IN RS.)
1.	10% at the time of Agreement	Rs.
2.	20% at the time of Foundation	Rs
3.	10% at the time of 1 <sup>st</sup> Slab Casting	Rs.
4.	10% at the time of 2 <sup>nd</sup> Slab Casting	Rs
5.	10% at the time of 3 <sup>rd</sup> Slab Casting	Rs
6.	10% at the time of Brick Work	Rs.
7.	10% at the time of Plaster	Rs.
8.	10% at the time of Flooring	Rs
9.	5% at the time of Paris	Rs
10.	5% at the time of Possession	Rs
Total		Rs.        /-

(Rupees ..... ) only

PART-II

1. For CESC Common Meter Line all expenses upto meter costs for Transformer, wiring, Security Deposit, cable and installation etc. your proportionate cost out of the total cost. Incidental expenses for common meter per flat will be Rs. 20,000/- only extra.
2. For any addition /alteration work deviation to LBS Drawings.
3. Legal Fees will be 1% of the total value. The registry will be done through the Developer lawyer only.
4. GST @ 12% on the total consideration value will be charged extra. However this may change from time to time & the changed rate will be applicable.
5. Sales Tax and any other taxes applicable from time to time as per the law of the land.
6. In the event of the Owners / Developer providing any additional materials facilities or gadgets to the benefit for the residents of the building then the Purchasers shall be liable to make payment of the proportionate share in respect thereof and the same shall form part of the common portions and whether such additional facilities or amenities are to be provided for will be entirely at the sole

discretion of the Developer / Owners and <sup>14</sup> the Purchasers hereby consents to the same. One such additional amenity could be a diesel generating set for the said premises.

PART -III

Payment to be made by the Purchasers as per the SCHEDULE "C" written hereinabove.

THE SCHEDULE "D" ABOVE REFERRED TO:

(Deposits)

Particulars of deposits to be kept with the Owners / Developer before taking delivery of possession of the said unit.

- a) For security for electric connection to the said unit and proportionate for the payment made to CESC for providing HT Line Transformer in the said premises and security and for meter /sub meter (amount to be ascertained).

THE SCHEDULE "E" ABOVE REFERRED TO:

Specification

FOUNDATION:

Building is designed on RCC column foundation

DOORS AND WINDOWS:

- All doors will be flush door with commercial ply on both sides.

- Main door will have one side teak ply with Godrej night latch.
- All doors will have handle, tower bolt, door stopper rubber buffer.
- Aluminum Windows without grill.
- 24" x 24" versatile of white colour or off white colour.
- Kitchen and bathroom marble choke or anti skit tiles.
- Granite stone or counter top in kitchen with white glazed tiles upto 2'ft. height above the counter top and stainless steel sink.
- Stairs cast in Marble.

#### ELECTRICAL:-

- Concealed electric wiring.
- 2 light and 1 fan point in all rooms.
- Point for exhaust fan and power line in kitchen.
- Calling bell point at main door.
- Concealed telephone and T.V in drawing room.

#### WATER SUPPLY:-

- Overhead reservoir with electrical pump to supply water to over head reservoir from the semi underground reservoir 24 hours.

#### SANITARY AND PLUMBING:-

- Hot and Cold water provision in one bathroom.
- Concealed G.I. Pipe Line in all bathroom.
- All bathroom will be provided with wash basin facility commode with low down PVC Cistern and C.P. Fittings. All sanitary fittings will be of white colour.

- White Glazed tiles upto 6'-0"<sup>16</sup> height on the interior walls of the bathroom.

#### INTERIOR AND EXTERIOR PAINTS:

- All door, door frames, steel windows with grill will be finished by enamel paints.
- Interior walls will be finished with plaster of paris.
- Exterior walls will be painted with water proof paint, staircase white wash.
- All common areas, white wash.

#### THE SCHEDULE "F" ABOVE REFERRED TO:

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, exists, pathways and drive ways.
2. Water Sewerage and drainage connection pipe from the units to drain and sewers common to the premises.
3. Drains and Sewers from the premises to the Municipal Duct/septic tank.
4. Boundary walls of the premises including outside of the walls of the building and main gates.

5. Water pump, overhead tank and undergrounds water reservoirs water pipes and other common plumbing installation and space required thereto.
6. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and spaces required therefore.
7. Window /door/grills and other fittings of the common areas of the premises.
8. Water pump and motor and its allied accessories and room.
9. Such other common parts areas, equipments, installations fixtures, fittings covered and open in or about the said premises and/or building as are necessary for passages to or use and occupancy of the units as are of necessity.

THE SCHEDULE "G" ABOVE REFERRED TO:

(Common Expenses(after handover) and Facility)

1. All costs of maintenance, operations, repairs, replacements, services and white washing painting, rebuilding, re-constructing, decorating, redecorating of all other common areas /parts its fixtures, fittings, electrical wiring and equipments in under the building enjoyment or used common by the occupiers of the building after handover the flat.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers etc.

3. Insurance premium for insuring the building and installation and every part thereof against earthquake, damages, fire lightning, mob violence, civil commotions etc. if incurred.
4. Expenses for supplied for common utilities, electricity, water charges etc. payable to any concerned authorities and /or organization and payment of all charges incidental thereto.
5. Municipal and other rates and taxes and levies and all others outgoings save those would be separately assessed and / or incurred in respect of any unit or portion of land.
6. Costs and establishment and operation charges of the Developer of the association of the co-operation society or private limited company relating to common purposes.
7. All such other expenses and outgoings as are deemed by the Owner / Developer and /or the association or co-operative society or private limited company to be necessary for or incidental thereto.
8. Electricity Expenses for lighting all the common parts outer walls of the building parking space and for operation of all the common areas.

9. That the deep tube well facilities shall be used by the occupiers of said multi storied building.

10. That 100% of the ultimate roof or terrace shall be used and treated as common for all the occupiers of the said multi storied building.

11. That the occupiers of the said building shall co-operate with each other to maintain the buildings from the common fund.

IN WITNESS WHEREOF parties hereunto have put their respective signs and seals and signatures on this the day, month and year first above written.

WITNESSES:-

1)

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SIGNATURE OF THE OWNERS

2)

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SIGNATURE OF THE PURCHASER/S

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SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED OF and from the withinnamed Purchaser/s the within mentioned sum of Rs. ..../- (Rupees .....) only being the part consideration money or advance against the sale price of the said flat and car parking space in the following manners:-

Date	Ch. No.	Bank	Amount
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WITNESSES: -

1.

2.

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SIGNATURE OF THE DEVELOPER