

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this _____ day of _____ 2019

BETWEEN

SRI SUNIL NASKAR, son of Late Satish Naskar, by Nationality - Indian, by faith - Hindu, residing at Garagachha, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, hereinafter called and refer to as the **VENDOR/ LAND OWNER** (which terms or expressions shall, unless excluded by or repugnant the context or subject, be deemed to mean and include his heirs, executors, administrators, successors, legal representative and/ or assigns) of the **FIRST PART**, being represented by his true and lawful constituted Attorney, **SURAKHA CONSTRUCTION (PAN : ACGFS2283P)**, a partnership firm having its office at Sarada Apartment, Garia Station Road, Madhya Balia, Post Office - Garia, Police Station - Soanrpur, Kolkata - 700084, represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Sri Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both by faith - Hindu, both by occupation - Business, both residing at B/7, Kali Chatterjee Avenue, Post Office - Garia, Police Station- Sonarpur, Kolkata - 700084.

AND

SURAKHA CONSTRUCTION (PAN : ACGFS2283P), a partnership firm having its office at Sarada Apartment, Garia Station Road, Madhya Balia, Post Office - Garia, Police Station - Soanrpur, Kolkata - 700084, represented by its partners namely (1) **SRI SURATH SARDAR (PAN : AQQPS5976F)**, son Sri Mahim Sardar, (2) **SRI SAMIR SARDAR (PAN : DOBPS7793A)**, son of Sri Surath Sardar, both by faith - Hindu, both by occupation - Business, both residing at B/7, Kali Chatterjee Avenue, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, hereinafter called referred to as the **DEVELOPER/ CONFIRMING PARTY** (which terms or expressions shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

.....
 hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)/ PURCHASER** (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, legal representatives and/ or assigns) of the **THIRD PART**:

For SURAKHA CONSTRUCTION
Surath Sardar
 Partner
Samir Sardar
 Partner

The Owners, Developer/Promoter and Allottee(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** - means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted;
- (b) **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;
- (c) **ARCHITECT** - shall mean such person or persons who may be appointed by the Developer as the Architect for the said Project;
- (d) **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;
- (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, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (f) **BUILT UP AREA** : shall mean the aggregate of : (i) the Carpet Area of the Apartment, (ii) the area of the Balcony(ies)/Deck(s)/Verandah(s)/ which exclusively comprise a part of the Apartment, (iii) the niches, Cup Board 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 - 1**", containing several independent and self contained flats/apartments, parking spaces and other constructed areas;
- (i) **APARTMENT** - shall mean **All That the Apartment/Flat No. _____** containing a **carpet area** of _____ Sq. Ft., type _____ BHK, or _____ Sq.Ft. **built up area** or _____ Sq.ft. **super built up area**, be the same a little more or less, on the _____ **Floor** of the **Block No. _____** of the Project to be known as "**SURAKHA RESIDENCY - 1**" together with right to park a **car** at the open/covered

For SURAKHA CONSTRUCTION

Smith Sarkar

Partner

Samir Sarkar

Partner

(dependent/independent) parking space on the ground floor level **being no. ____** situated within the said Project more fully and particularly described in the **Second Schedule** hereunder written and together with the prorata share in the Common Areas and the Common Installations to be used in common with the other Allottee(s);

(j) **APPLICATION MONEY** - shall have the meaning described to it in Clause 1.12;

(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;

(j) **COMMON AREAS AND INSTALLATIONS** - shall mean and include the areas, as mentioned in **Part I** of the **Third Schedule** hereunder written;

(k) **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 Allottees 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);

(l) **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.

(m) **PLAN** - shall mean the sanctioned plan of Rajpur- Sonarpur Municipality having Building Permit No. **89/CB/01/65 dated 14.08.2018** duly sanctioned by the Rajpur- Sonarpur Municipality for construction of residential Project comprising of one block having Ground + Four storied and one block ground plus three storied 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 - 1**".

(n) **PROJECT/COMPLEX** - shall mean the residential building complex to be known as "**SURAKHA RESIDENCY - 1**" comprising of two blocks consisting of self contained independent apartments, commercial spaces and the car parking

For SURAKHA CONSTRUCTION

Santhi Saha
Partner

Samir Saha
Partner

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.

(o) **RULES** - means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(p) **REGULATIONS** - means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

(q) **SAID LAND - 17 Cottahs 01 Chittaks 00 Sq. ft.** Bastu Land, be the same a little more or less, lying, situated at **Holding No. 518, Garagachha,** Ward No. 01 of the Rajpur – Sonarpur Municipality and comprised in **L.R. Dag No. 270** appertaining to **L.R. Khatian No. 567** corresponding to **R.S. Dag No. 246** appertaining to **R.S. Khatian No. 39** of **Mouza - Garagachha,** J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas, Kolkata - 700084, more fully and particularly described in the **First Schedule** hereunder written.

(r) **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).

(s) **SECTION** - means a section of the Act.

(t) **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.

(u) **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;

For SURAKHA CONSTRUCTION

Sumit Singh

Partner

Ganesh Saha

Partner

- 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.

WHEREAS

A. Sunil Naskar, the land owner herein along with his brother, Haran Naskar got 34 Cottahs 2 Chittaks land at R.S. Dag No. 246 appertaining to R.S. Khatian No. 39 of Mouza - Garagachha, J.L. No. 45, Touzi No. 56, Police Station - Sonarpur, District - South 24 Parganas by virtue of a Deed of Gift executed and registered on 30.10.2002 at the office of the A.D.S.R., Sonarpur, South 24 Parganas and recorded in Book No. I, Volume No. 135, copied at Pages 29 to 39, being No. 7960 for the year 2002 from its erstwhile owner, Ramanath Dey Sarkar Charitable Trust and since then they jointly had been in possession and enjoyment of the said property without any hindrance and encumbrance.

B. During joint possession and enjoyment of the said property they jointly divided the said property equally by virtue of a Deed of Partition which was registered at the office of the A.D.S.R., Sonarpur, South 24 Parganas and recorded in Book No. I, CD Volume No. 44, Pages 2028 to 2042, Being No. 11858 for the year 2008 and as per said Partiton Deed Sunil Naskar became the sole and absolute owner of 17 Cottahs 1 Chittaks land from the east and his brother, Haran Naskar became the sole and absolute owner of 17 Cottahs 1 Chittaks land from the west out or the aforesaid 34 Cottahs 2 Chittaks land which is also demarcated in the site plan attached therewith.

C. Since then the said Sunil Naskar, the Land Owner herein had been in possession and enjoyment of the said property without any hindrance and encumbrance and got mutated the said property in the department of Block Land and Land Reforms Office, Sonarpur, South 24 Parganas and the said property recorded in L.R..R.O.R. as L.R. Dag No. 270 under L.R. Khatian No. 567 of Mouza - Garagachha and also recorded his name in the record of the Rajpur - Sonarpur Municipality and said property recorded as Holding No. 518, Garagachha, Ward No. 01 of the Rajpur - Sonarpur Municipality,

D. Three Development Agreements were entered into by and between the parties hereto on **27.05.2016 and 15.09.2016 and 14.03.2017** which was registered at the office of the A.D.S.R., Garia, South 24 Parganas and

For SURAKHA-CONSTRUCTION

Sunil Naskar
Partner

Samir Sarkar
Partner

recorded in Book No. I, Volume No. 1629-2016, Pages from 36665 to 36684, **Being No. 162901711** for the year **2016** and Book No. I, Volume No. 1629-2016, Pages from 66100 to 66117, **Being No. 162903090** for the year **2016** and Book No. I, Volume No. 1629-2017, Pages from 19314 to 19338, **Being No. 162900776** for the year **2017** respectively for construction of Apartment Ownership Building upon the plot of land altogether measuring more or less **17 Cottahs 1 Chittaks 00 Sq. ft.**, be the same a little more or less, at **Holding No. 518, Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality comprised in **L.R. Dag No. 270** appertaining to **L.R. Khatian No. 567** corresponding to **R.S. Dag No. 246** appertaining to **R.S. Khatian No. 39** of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas at the cost and expenses of the developer with several terms and conditions as contained therein.

E. The developer herein has been in construction work of a Ground plus Four Storied building named "**SURAKHA RESIDENCY - 1**" (hereinafter referred to then **said Complex/Project**) consisting of two blocks upon the aforesaid premises as per approved building plan vide No. **89/CB/01/65** dated **14.08.2018** from the authority of the Rajpur - Sonarpur Municipality.

F. The 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, have been completed.

G. The Developer/Promoter has registered the Project under the provisions of the Act having Registration No. HIRA/.....;

H. 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. _____** containing a **carpet area** of _____ Sq. Ft., type _____ BHK, or _____ Sq.Ft. **built up area** or _____ Sq.ft. **super built up area**, be the same a little more or less, on the _____ **Floor** of the **Block No. _____** of the Project to be known as "**SURAKHA RESIDENCY - 1**" together with right to park _____ car at the open/covered (dependent or independent) parking space on the ground floor level **being no. _____** situated within the said Project (hereinafter collectively referred to as the "**said Apartment**") more fully mentioned in the **Second Schedule** hereto 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.

I. 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.

For SURAKHA CONSTRUCTION

Santhi Bora

Sami Sabu

Witness

Part

J. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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 THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :

1. Subject to the terms and conditions as detailed in this Agreement, the Owner and the Developer/Promoter agree to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the said Apartment as specified in the second schedule hereunder written.

2.1. The Total Consideration of Apartment is Rs. _____/- (Rupees _____) only ("Total Consideration of Apartment").

Block No. _____

Apartment No. _____

Type ___ BHK

Floor _____

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

Open/Covered Parking - Rs. _____/-

Total Consideration for the Apartment Rs. _____/-

For SURAKHA CONSTRUCTION

Sanjay Sankh
Partner

Samir Sankh
Partner

2.2 The Total GST in respect of the Extras and Deposits as mentioned herein below is Rs. _____/- (Rupees _____) 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 _____) 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. 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. | Rs. _____/- |
| 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. _____/- |
| 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. _____/- |
| 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 CESC Ltd. directly on account of Individual Meter.

For SURAKHA CONSTRUCTION

 Partner


 Partner

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 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. _____/- (Rupees _____) only.

4. The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Apartment exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Apartment and the Allottee(s) shall not be entitled to raise any claim for such variation.

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

6. The Allottee(s) agree(s) that he/she/they is/are aware that the Developer/Promoter is developing and/or proposing to develop in due course, other phases of the Project including the commercial complex on lands in the proximity as well.

7. It is agreed that the Developer/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 herein at **Part II** of the **Third Schedule**, (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided That the Developer/Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations in accordance with the provisions of the Act.

The Developer/Promoter shall take prior approval of the Allottee(s) for extra charges, if any, as may be applicable for such addition- alteration.

For SURAKHA CONSTRUCTION

Smith Singh
Partner

Samir Sankar
Partner

8. The Developer/Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the respective Block is completed and the Occupancy Certificate or such other certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price of the Apartment as mentioned in clause 1.2 payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is reduction in the carpet area then the Developer/Promoter shall refund the excess money paid by the Allottee(s) within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to Allottee(s), the Developer/Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in the **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed.
9. The Developer/Promoter agrees and acknowledges that 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 right to use the Common Areas to be transferred to the association of Allottees, undivided prorata share in such Common Area of the said Project is included in the Apartment as per applicable laws. Since the share/interest of the Allottee(s) in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Installations along with other occupants, maintenance staff etc. of the Project, without causing any hindrance to them. It is clarified that the Developer/Promoter shall hand over the Common Installations to the association of Allottee(s) after duly obtaining the completion certificate from the competent authority for the Project. Further, the right of the Allottee(s) to use the Common Installations shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - (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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint the exterior of the blocks, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, installations and specifications to be provided within the Apartment and the Project;
 - (iv) The Allottee(s) has/have the right to visit the said Project site to assess the extent of development of the said Project and his/her/their Apartment, subject to prior consent of the Project Engineer and complying with all safety measures while visiting the site without in any way interfering with the construction or finishing work.

For SURAKHA CONSTRUCTION
 Partner
 Partner

(v) The Developer/Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Blocks and Common Areas including Common Installations.

10. It is made clear by the Developer/Promoter and the Allottee(s) agree(s) that the Apartment along with one open/covered (Ground Floor) parking space 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 Project 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 Common Installations shall be available only for use and enjoyment of the Allottees of the said Project.

11. The allottee(s) shall pay all the proportionate contribution for the common parts as stated in the Fourth Schedule hereunder written.

12. All cost of preparation, stamping and registration of this agreement and all documents to be executed in pursuance hereof shall be prepared by the developer and all expenses thereof shall be borne and paid by the allottee(s).

13. The allottee(s) also agree to pay to the developer in addition to the consideration money mentioned hereinabove all costs, outgoings and expenses including all charges for any addition or alterations in the said unit.

14. In the event of failure on the part of the allottee(s) to pay all sums falling due within 7 (seven) days of service of notice by the developer for such payment, the allottee(s) shall pay interest @ 2% per months on all such sums due. The interest shall be calculated and/ or applicable from the date of such default till the date amount to be paid to the developer. However, such default will be allowed upto 2 (two) months period, after which the developer will be at its liberty to cancel and/or rescinded the agreement.

15. That in the event the developer fails and/ or neglects to execute and register the corresponding Deed of Conveyance for transfer of the said unit along with undivided proportionate share in land, common parts, portions, facilities, amenities and easements in spite of readiness and willingness of the allottee(s) to make the payment of the balance amount of consideration money within the stipulated period mentioned in Fifth Schedule hereunder written this Agreement for Sale shall be specifically enforceable by law and the allottee(s) shall be entitled to have this Agreement for Sale specifically enforced in accordance with law.

For SURAKHA CONSTRUCTION

Smith Saha
Partner

Sameer Saha
Partner

16. That a supplementary agreement may be executed, if required for the purpose of avoiding difference and dispute by and between the parties hereto in near future with due consent of both parties herein.

17. That until the completion of the said unit and/ or other units in the said building is to be built and erected in favour of the allottee(s) by the developer, the developer shall remain in the exclusive possession and the purchaser shall not in any way disturb or cause to be disturbed the peaceful and quiet possession of the developer and shall not obstruct or restrict the right of the Developer to use with men and materials every passage of the building for such purpose as the Developer in its/ their discretion deem fit.

18. That after the completion of the said unit the Developer shall give notice to the allottee(s) regarding the completion of the unit and within 15 days from the date of such notice the purchaser shall take over possession of the said unit upon payment of all the dues payable by the allottee(s) to the Developer.

19. That after the said building is completed and possession of the unit is taken over by the allottee(s) with his full satisfaction regarding workmanship, specification and quality of materials the purchaser/ transferee shall not be entitled to any complain on account of any bad workmanship, specification or inferior quality of the materials used in the said building nor of any construction defects in the said building or in the said unit.

20. That after the completion of the said unit the total area comprised in the same shall be certified by the architect appointed by the Developer and such certificate shall be final, conclusive and binding upon the allottee(s) and the allottee(s) shall not be entitled to challenge, question or dispute the same on any ground whatsoever. If upon assurance of such certificate it be found that the area comprised in the space is more or less than the area mentioned herein, in that event the price payable by the allottee(s) to the developer shall be proportionately reduced or increased, as the case may be, provided such variation is more or less than of the stated area.

21. That the allottee(s) shall have no objection if the developer amalgamate the attached properties with this holding.

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.

For SURAKHA CONSTRUCTION

Smith Doh
Partner

Samir Sankar
Partner

- 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 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.

THE DEVELOPER DOETH HEREBY COVENANT WITH THE ALLOTTEE(S) as follows :-

On fulfillment of the conditions on the part of the allottee(s) as stated herein above, the developer shall observe its covenants under this agreement at the earliest and handover the said unit to the purchaser after receiving the full payment in terms hereof in due course.

PROVIDED ALWAYS AND IT IS HERBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :-

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 if any difference and dispute is not mutually solved by and between the parties hereto.

For SURAKHA CONSTRUCTION

Sanjay Sankar
Partner

Samir Sanjay
Partner

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of Land)

ALL THAT a piece of parcel of land measuring 17 Cottahs 01 Chittaks 00 Sq. ft., be the same a little more or less, lying, situated at **Holding No. 518, Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality and comprised in **L.R. Dag No. 270** appertaining to **L.R. Khatian No. 567** corresponding to **R.S. Dag No. 246** appertaining to **R.S. Khatian No. 39** of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur, District - South 24 Parganas, Kolkata - 700084, which is butted and bounded by -

ON THE NORTH : 5.025 M. wide Municipal Road;
ON THE SOUTH : Plot of R.S. Dag No. 245;
ON THE EAST : Plot of R.S. Dag No. 247;
ON THE WEST : 4.0 M. wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING

All That the Apartment/Flat No. _____ containing a carpet area of _____ Sq. Ft., type _____ BHK, or _____ Sq.Ft. built up area or _____ Sq.ft. super built up area, be the same a little more or less, on the _____ Floor of the Block No. _____ of the Project to be known as "SURAKHA RESIDENCY - 1" together with right to park a car at the open/covered (dependent/independent) parking space in the ground floor level being no. _____ situated within the said Project on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

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 along with 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 New Building.
5. Water pump with motor and with water supply pipes to overhead water tank and under ground reservoir and with distribution pipes therefrom connecting to different Flats of the Complex.

For SURAKHA CONSTRUCTION

Santhosh
Partner

Samir Saha
Partner

6. Drainage and sewers.
7. Common bathroom with W.C. and common toilets in ground floor of the Complex.
8. Room for darwan/security guard, caretaker of the Complex.
9. Boundary walls of the said land.
10. Community Hall.

**Part II
(Specifications)**

01. Doors = Frame 4"X 2 ½" wood, and Main door palla of flash door and other door Palla of flash door.
02. Windows = Aluminum Sliding window.
03. Plaster of Paris = All rooms inside.
04. Colours = Outside weather code. Doors, windows and Grills Oil Paint with primer.
05. Electric Works = Concealed wiring with ISI Mark Switches and wire with normal and necessary points.
06. Floor = Total Vitrified tiles flooring.
07. Toilet = Glaze tiles and marble floor with fittings and glazed tiles upto 6'-0" high, 1 No. of white commode/ pan, 2 Nos. of Tab ISI Mark, 1 No. of shower, one toilet for hot water line and geezer line.
08. Septic Tank, Overhead water tank, water reservoir, and stair head room as per sanctioned plan.

*** If any additional work done by the developer on request of the owner the cost of such additional work shall be paid by the purchasers to the developer in advance.

For SURAKHA CONSTRUCTION

Swath Singh

Partner

Sameer Sankar

Partner

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

1. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
2. Insurance premium for insuring the said building against earth-quake, lightening, riot, damage etc.
3. The cost of clearing and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas as described in the third schedule.
4. Salaries of all persons and other expenses for maintaining the said building and common facilities.
5. Municipal taxes, water taxes and other taxes and outgoings whatsoever as may be applicable and/ or payable on account of the said premises which are not assessable unit wise.
6. All expenses and outgoings may be deemed by the developer and/ or association/ committee to be formed by the developer to protect the interests, rights of the purchasers/ owners.

All expenses referred to above shall be borne and paid proportionately by all allottees from the date of taking possession of their respective apartment.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
PAYMENT PLAN**

The Total Price of the Apartment shall be paid by the Allottee(s) in the following manner:

Application fee Rs./-

On execution of the Agreement for sale : 20% of Total Consideration of the apartment less Application Fee

remaining 80% payment in the following manner -

| Particulars | Amount (in Rs.) |
|---|-----------------|
| After Ground Floor Slab Casting (20% of total consideration) | |
| After 2 nd Floor Slab Casting (25% of total consideration) | |
| After brick work and internal Plaster complete (25% of total consideration) | |
| At the time of registration 10% (Rest Amount) | |

Apart from this extra charges if any and GST as applicable

For SURAKHA CONSTRUCTION
 Partner
 Partner

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

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

1.

Signature of the Vendors

2.

Signature of the Developer

Drafter and Prepared by :

SAMAR DAS,
Advocate,
High Court, Calcutta.
Enrollment No. WB91/05.

Signature of the Allote(s)

For SURAKHA CONSTRUCTION
Samar Das
Partner
Samir Sanjay
Partner

MEMO OF RECEIPT

Received with thanks the within mentioned sum of Rs./- (Rupees) only from the within mentioned Allottee(s).

| <u>Cheque No. & Date</u> | <u>Bank Name & Branch</u> | <u>Amount</u> |
|-------------------------------------|--------------------------------------|----------------------|
|-------------------------------------|--------------------------------------|----------------------|

WITNESSES :

1.

2.

Signature of the Developer

For SURAKHA CONSTRUCTION
Smith Dada
Partner
Sanjay Sanjay
Partner