

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the _____ day of
_____, 202.....

BETWEEN

For SURAKHA CONSTRUCTION
[Signature]
Partner Partner

(1) SRI BIPLAB MONDAL (PAN : GAKPM4315J, AADHAAR NO. 436028964781), and (2) SRI BIKASH MONDAL (PAN : GAWPM3803D , AADHAAR NO. 663914644532), both sons of Sri Paresh Mondal, both by Nationality - Indian, both by faith - Hindu, both by occupation - Business, both residing at Garagachha, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084, hereinafter called and referred to as the VENDORS/ LAND OWNERS (which terms or expressions shall, unless repugnant to or excluded by the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and 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, Ground Floor, 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Sonarpur, 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 Nationality - Indian, by faith - Hindu, by occupation - Business, both presently residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, Kolkata - 700084.

A N D

SURAKHA CONSTRUCTION (PAN : ACGFS2283P), a partnership firm having its office at Surakha Apartment, Ground Floor, 492, Madhya Balia, Balia Main Road, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, represented by its Partners namely (1) SRI SURATH SARDAR (PAN : AQQPS5976F), son Sri Mahim Sardar, (2) SRI SAMIR SARDAR (PAN :

For SURAKHA CONSTRUCTION

Surath Sardar
Partner

Partner

DOBPS7793A), son of Sri Surath Sardar, both by Nationality - Indian, by faith - Hindu, by occupation - Business, both presently residing at "Rekha Neer", 37, Nafar Chandra Naskar Road, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, Kolkata - 700084, hereinafter called and referred to as the **DEVELOPER** (which terms or expressions shall, unless repugnant to or excluded by the subject or context, be deemed to mean and include its/ their heirs, executors, administrators, successors - in - office, legal representatives and assigns) of the **SECOND PART**.

A N D

(1), son/ wife of, and
(2), son/ wife of
both by Nationality - Indian, by faith -, by occupation -
and respectively, both residing at
hereinafter called and referred to as the **PURCHASERS** (which terms or expressions shall, unless repugnant to or excluded by the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Parsesh Mondal, son of Late Jogendranath Mondal of Garagachha was the recorded raiyat of **8 decimals shali land in L.R. Dag No. 269 appertaining to L.R. Khatian No. 106 corresponding to R.S. Dag No. 245 under R.S. Khatian No. 125 of Mouza - Garagachha, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084** inter alia other plots of land of Mouza - Garagachha.

For SURAKHA CONSTRUCTION

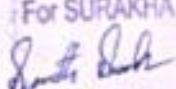
Partner Partner

AND WHEREAS by and under a Deed of Gift registered at the office of the D.S.R.-IV, Alipore, South 24 Parganas and recorded in its Book No. I, CD Volume No. 20, Pages 3380 to 3389, Being No. 06070 for the year 2012 said Paresh Mondal gifted the aforesaid **8 decimals shali land** in favour of his two sons, **Biplab Mondal and Bikash Mondal, the land owners herein.**

AND WHEREAS Biplab Mondal and Bikash Mondal, the land owners herein accepting the aforesaid Gift Deed had been in possession and enjoyment of the aforesaid property without any hindrance and encumbrance. And they got mutated their names in respect of the said property in the department of B.L.&L.R.O., Sonarpur, South 24 Parganas and the said property is recorded in L.R.R.O.R. as **8 decimals shali land in L.R. Dag No. 269 appertaining to L.R. Khatian Nos. 589 & 590** corresponding to R.S. Dag No. 245 under R.S. Khatian No. 125 of Mouza - Garagachha, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084.

AND WHAREAS during possession and enjoyment of the said property the said Biplab Mondal and Bikash Mondal, the land owners herein jointly got mutated their names in respect of the said property in the assessment record of the Rajpru-Sonarpur Municipality and since then the said property identified as **Holding No. 648, Locality/ Street : Garagachha, Ward No. 01** of the Rajpur-Sonarpur Municipality.

AND WHEREAS the land Owners entered into a Development Agreement with the developer herein on 18/02/2021 which was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2021, Pages from 45658 to 45699, **Being No. 162901106** for the year **2021** for construction of Apartment Ownership Building upon

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Partner Partner

the aforesaid premises specifically mentioned in the First Schedule hereunder written at the cost and expenses of the developer with several terms and conditions as contained therein and the land owners also granted Power of Attorney for development for construction of building upon the aforesaid premises and to sell developer's allocation in the said building and the said Power of Attorney was registered at the office of the A.D.S.R., Garia, South 24 Parganas and recorded in Book No. I, Volume No. 1629-2021, Pages from 45700 to 45723, **Being No. 162901113** for the year **2021** and hand over vacant possession in favour of the developer for construction of building in terms of the Development Agreement and by strength of the said Power of Attorney.

AND WHEREAS the developer herein has been in construction work of G+III storied apartment ownership building being named as **"SURAKHA RESIDENCY- 3"** upon the aforesaid premises as per **approved building plan vide No. 92/CB/01/04 dated 20.09.2021** from the authority of the Rajpur-Sonarpur Municipality.

AND WHEREAS in the mean time the developer change the character of the property from Shali to Bastu from the department of B.L.&L.R.O., Sonarpur South 24 Parganas vide Memo No. 41/Conv/1205/BLR-SNP/22 dt. 20/04/2022 and Memo No. 41/Conv/1207/BLR-SNP/22 dt. 20/04/2022.

AND WHEREAS the developer/ confirming party herein has got the right and absolute authority to transfer the entire building by dint of a Supplementary Agreement duly executed on 10th day of February, 2022 by the said land owners and the said developer in consideration of money paid by the developer to the owners herein.

For SURAKHA CONSTRUCTION
Partner
For SURAKHA CONSTRUCTION
Sushil Datta
Partner
Partner

AND WHEREAS the Developer expressed its/ their willingness to sell a self contained residential flat being **Flat No.** estimated by a super built up area measuring **more or less Sq. ft. (i.e. Sq.ft. Carpet Area and Sq.ft. Built up area)** on the North in the **Floor** of the said building named as "**SURAKHA RESIDENCY - 3**" together with right to park a car at the covered (dependent/ independent) parking space on the **Ground Floor level of "Surakha Residency - 3"** (hereinafter called the "**unit**") lying and situated at **Holding No. 648, Locality/ Street : Garagachha**, of Ward No. 01 of the Rajpur-Sonarpur Municipality, P.S.- formerly Sonarpur now Narendra, Dist.- South 24 Parganas, Kolkata - 700084 along with undivided proportionate share of land together with common parts, portions, facilities, amenities of the said building and whereas the purchasers after inspecting the building plan duly approved by the Rajpur - Sonarpur Municipality and other documents in respect of the title of said premises and construction thereon have approached to the Developer for purchasing the aforesaid unit which is more fully described in the Second Schedule hereunder written for consideration of a sum of **Rs./- (Rupees only)** and whereas the Developer has agreed and accepted the same.

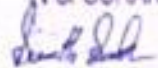
AND WHEREAS the parties hereto have further agreed to enter into an agreement for sale upon the specified terms and conditions as mutually agreed to by and between them.

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

1. That the total sale price and/ or consolidated consideration money shall be and has been fixed to be a sum of **Rs./- (Rupees only).**

For SURAKHA CONSTRUCTION
[Signature]
Partner Partner

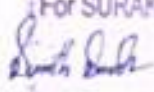
2. That the purchasers have paid a sum of Rs./- (Rupees only) at the time of execution of this agreement as advance and earnest money and the purchasers have also agreed to pay remaining consideration money being sum of Rs./- (Rupees only) according to Third Schedule hereunder written.
3. The purchasers shall pay all the proportionate contribution for the common parts as stated in the Fifth Schedule hereunder written.
4. 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 purchasers.
5. The purchasers 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.
6. The purchasers also agree to pay proportionate charges and deposits for supplies for common electric meter, transformer and also the cost of getting individual meter for electricity connection and any other statutory expenses.
7. In the event of failure on the part of the purchasers to pay all sums falling due within 7 (seven) days of service of notice by the developer for such payment, the purchasers shall pay interest @ 2% per month 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.

For SURAKHA CONSTRUCTION

Partner Partner

8. In case for any reason whatsoever the purchasers fail to take the said unit or surrenders the unit booked, then the developer shall refund the amount paid by the purchasers after deducting 10% of the total paid up money as and by way of liquidated damages.
9. 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 Purchasers to make the payment of the balance amount of consideration money within the stipulated period mentioned in Third Schedule hereunder written this Agreement for Sale shall be specifically enforceable by law and the Purchasers shall be entitled to have this Agreement for Sale specifically enforced in accordance with law or the purchasers shall be entitled to get back the paid up money with 10% interest per annum from the expiry of the stipulated time till the date of full and final payment.
10. The developer shall be liable to handover the complete unit mentioned in the Second Schedule to the purchasers within the date of registration of the corresponding Deed of Conveyance subject to payment of entire consideration money by the purchasers to the developer as per payments mentioned in the Third Schedule hereunder written and in this respect time is the essence of this contract and the purchasers hereby give their express consent to the same that in any circumstance they shall not withhold payments and they shall follow the payment schedule mentioned in the Third Schedule hereunder written.
11. That all documents, Deed of Conveyance shall be drafted and prepared by the Ld. Advocate for the Developer. The purchasers also agree to pay professional fees, charges for registration and stamping etc. of the corresponding Deed of Conveyance.

For SURAKHA CONSTRUCTION
Surakha Construction
Partner Partner

12. 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 the parties herein.
13. That after the completion of the said unit the Developer shall give notice to the purchasers regarding the completion of the unit and within 15 days from the date of such notice the purchasers shall take over possession of the said unit upon payment of all the dues payable by the purchasers to the Developer.
14. That after the said building is completed and possession of the unit is taken over by the purchasers with their full satisfaction regarding workmanship, specification and quality of materials the purchasers/ transferees 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.
15. 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 purchasers and the purchasers 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 purchasers 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.
16. That the developer shall not be held responsible for non sanction of loan, if any, or delay of sanction and/ or payment of loan to the purchasers and no extra allowance of time shall be granted to the purchasers and the purchasers have consent to the same.

For SURAKHA CONSTRUCTION

Partner Partner

THE PURCHASERS DOTH 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 charge and maintenance shall be determined by the developer on the basis of area of such flat 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.

For SURAKHA CONSTRUCTION
Sanjay Singh
Partner

Partner

- 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 DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-

On fulfillment of the conditions on the part of the purchasers as stated herein above, the developer shall observe its covenants under this agreement at the earliest and handover the said unit to the purchasers within **days from the date of execution of this agreement** after receiving the full payment in terms Third Schedule hereunder written as per specification stated in the Sixth Schedule hereunder written.

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

For SURAKHA CONSTRUCTION

Santhi Shinde
Partner

Partner

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

ALL THAT piece and parcel of **Bastu Land** measuring **8 decimals**, be the same a little more or less, lying situated at **Holding No. 648, Locality/ Street : Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality and comprised in **L.R. Dag No. 269 appertaining to L.R. Khatian Nos. 589 & 590** corresponding to R.S. Dag No. 245 under R.S. Khatian No. 125 of **Mouza - Garagachha**, J.L. No. 45, Police Station - Sonarpur presently Narendrapur, Dist. - South 24 Parganas, Kolkata - 700084 which is butted and bounded as follows :-

ON THE NORTH : Plot of R.S. Dag No. 246.
ON THE SOUTH : 12 feet wide Road.
ON THE EAST : 13'-2" wide road (connected with Garagachha Patuli Link Road).
ON THE WEST : Remaining land of R.S. Dag No. 245.

THE SECOND SCHEDULE AS ABOVE REFERRED TO :

(Description of Unit)

ALL THAT a self contained residential flat being **Flat No.** estimated by a super built up area measuring **more or less Sq. ft. (i.e. Sq.ft. Carpet Area and Sq.ft. Built up area)** on the North in the **Floor** of the said building named as "**SURAKHA RESIDENCY - 3**" together with right to park a car at the covered (dependent/ independent) parking space on the Ground Floor level of "**Surakha Residency - 3**" together with undivided proportionate share in land attributable thereto at the said premises as mentioned in the First Schedule hereinabove written at **Holding No. 648, Locality/ Street : Garagachha**, Ward No. 01 of the Rajpur - Sonarpur Municipality, Post Office - Garia, Police Station - Sonarpur presently Narendrapur, District - South 24 Parganas, Kolkata - 700084.

For SURAKHA CONSTRUCTION

Santhi Singh

Partner

Partner

THE THIRD SCHEDULE AS ABOVE REFERRED TO :

(Payment Schedule)

1. The purchasers hereby agree to pay to the developer -

Consideration of FLAT	Rs.
Consideration of Car Parking Space	Rs.
Total Consideration	Rs.

The purchasers shall pay the total consideration money in the following manner -

Particulars	Amount (in Rs.)
At the time of Agreement (10%)	
At the time of brick work of the flat (30%)	
After completion of floor work (40%)	
At the time of possession or registration of the flat whichever is earlier (20%)	

2. The total GST in respect of total consideration money is Rs./- shall be paid by the purchasers.

- 3 The Total Extras and Deposits in respect of unit is Rs./- (Rupees) only ("Total Extras and Deposits").

DEPOSITS :

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./-
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For SURAKSHA CONSTRUCTION

Santhi Santhi

Partner

Partner

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. _____/-

THE FOURTH SCHEDULE AS ABOVE REFERRED TO :

Part - I

(Common Areas)

1. Stair case and landings on all floors;
2. Lobby on all the floors and open space of the building, main gate to ingress and egress;
3. Water pump, water pipe, reservoirs, overhead water tank, underground water reservoir and other common plumbing installation etc.
4. Drainage and sewerage;
5. Pump room, electric meter room;
6. Roof, Chillacottaha, Parapet Wall;
7. Boundary walls.
8. Lift;
9. Such other common facilities specified by the Developer expressly to be the common parts of the said building.

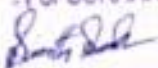
For SURAKHA CONSTRUCTION
Surakha Construction
Partner Partner

Part - II
(The Easement)

- a) The right in common with other purchasers for the use of the common parts for ingress and egress.
- b) The right of passage in common with other purchasers to get electricity, water connection from and to any other unit or common parts through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.

THE FIFTH SCHEDULE AS 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 earch-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.
- 7. All expenses referred to above shall be borne and paid proportionately by the co-purchasers/ owners of the other part and from the date of taking possession of their respective unit.

For SURAKHA CONSTRUCTION

Partner Partner

THE SIXTH SCHEDULE AS ABOVE REFERRED TO :

(Work Specification)

(DETAILS OF FIXTURES, FITTINGS, STANDARD OF MATERIALS ETC.)

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 anti skit tiles 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
[Signature]
Partner Partner

IN WITNESSES WHEREOF the parties hereunto have put their respective hands and seals on these presents on the day, month and year first above written.

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

1.

Signature of the Vendors

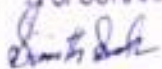
2.

Signature of the Developer

Drafter and Prepared by :

SAMAR DAS,
Advocate,
High Court, Calcutta.

Signature of the Purchasers

For SURAKHA CONSTRUCTION

Partner Partner

MEMO OF RECEIPT

Received the within mentioned sum of Rs./- (Rupees
..... only) from the within mentioned
purchasers.

Cheque No. & Date	Bank & Branch	Amount (in Rs.)
TOTAL		

WITNESS :

1.

2.

SIGNATURE OF THE DEVELOPER

For SURAKHA CONSTRUCTION
Santhosh
Partner Partner