

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE DAY OF JANUARY TWO THOUSAND AND EIGHTEEN BETWEEN M/S. T. K. DEVELOPERS (PAN NO.), a Partnership firm having its registered office at the premises no. duly represented by its Partners namely, **MR. SABIL AHMED KHAN (PAN NO.),** son of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017, **MR. ANIS AHMED KHAN (PAN NO.),** son of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station

Beniapukur, Post Office, Kolkata 700 017 and **MR. SHAMIM AHMED KHAN (PAN NO.)**, son of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017, hereinafter jointly and collectively called and referred to as the **“DEVELOPER”** (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

MR. TAWAKKAL KHAN (PAN NO.), son of Mr. Abid Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017 and **MRS. KISMATULNESSA**, wife of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017, hereinafter called and referred to as the **CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, representatives, administrators, executors, successors and assigns) of the **SECOND PART**.

AND

....., son/wife of, by faith, by occupation Service/Business/Housewife, residing at, and, son/wife of, by faith, by occupation Service/Business/Housewife, residing at and/or, a having its office at, hereinafter called and referred to as the **‘PURCHASER/S’**

(which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

W H E R E A S:

1. The Confirming Party herein are the joint owners and are seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation and enjoying the same free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

2. The Confirming Party herein being the joint owners and entitled with the right, title and interest of the same intended to develop the same and to make construction, erection, promotion, development and building a **RESIDENTIAL-CUM-OMMERCIAL HOUSE/BUILDING** hereinafter called and referred to as the subject project inclusive of Unit/s/Flat/s/Garage/s and Space/s etc. with all the modern facilities, amenities and benefits thereto.

3. The Confirming Party herein for the said intent and purposes have entered into a Development Agreement dated and pursuance to and in terms of the same have

also executed power of attorney dated duly registered with the Office of the at and recorded in Book no., Volume no., Pages to, Being no. for the year unto and in favour of the Developer namely,, son of, by faith Islam, by Nationality Indian, by occupation Business, residing at and thereafter again entered into a registered Development Agreement dated duly registered with the Office of the Additional District Sub-Registrar at Rajarhat and recorded in Book no., Volume no., Pages to, Being no. for the year, which said Development Agreements and the said Power-of-Attorney are self-explanatory in themselves.

4. In pursuance of such intention and proceeding the said M/s. T. K. Developers has started the development work of the said property and also inviting intending Purchaser/s for having transfer, conveyance, alienation, grant, demise and devise of the intended Unit/s/Flat/s/Garage/s and Space/s etc. to be constructed on the subject land property on the terms and conditions as formulated by the said M/s. T. K. Developers for such purpose.

5. In pursuance thereof the Purchaser/s herein approached the said M/s. T. K. Developers being the Developer herein as well as Confirming Party herein for transfer, seizing and possessing the intended Unit/s/Flat/s/Garage/s and Space/s etc. to be constructed on the subject land property as mentioned in detail hereunder whereupon these presents is being made on the terms and conditions as contained herein.

6. Pursuant to the said intention and agreement and payment of a part consideration/s as more fully and particularly mentioned and given at and under the receipt and memorandum of consideration hereunder written and/or given out of the total consideration amount of Rs.-(Rupees) only towards the sell, alienation, grant, convey, transfer, demise and devise of the **SECOND SCHEDULE** property the parties hereof are executing these presents.

The Developer herein shall be termed as **“T. K. DEVELOPERS”**.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECIDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE-I: DEFINITIONS

In this agreement unless it is contrary or repugnant to the context the terms and expression are defined as under:

1. **PREMISES OR PROPERTY**-Shall mean and include **ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation more fully and particularly mentioned, described, explained, enumerated and enshrined at and under the **FIRST SCHEDULE** hereunder written and/or given.

2. **DEVELOPER**-Shall mean and include the said **M/S. T. K. DEVELOPERS (PAN NO.)**, a Partnership firm having its registered office at the premises no. duly represented by its Partners namely, **MR. SABIL AHMED KHAN (PAN NO.)**, son of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017, **MR. ANIS AHMED KHAN (PAN NO.)**, son of Tawakkal Khan, by

faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017 and **MR. SHAMIM AHMED KHAN (PAN NO.)**, son of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017 and its representatives, executors, administrators, successors or successors-in-office and/or assigns or nominee or nominees who is as well the Developer herein for the time being in force and who is reserving all its rights to appoint any other company/individual/person as the Developer thereof for the said reason and purpose of all types of development at and under the subject Project.

3. **CONFIRMING PARTY**-Shall mean and include the said **MR. TAWAKKAL KHAN (PAN NO.)**, son of Mr. Abid Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017 and **MRS. KISMATULNESSA**, wife of Tawakkal Khan, by faith Islam, by occupation Business, residing at premises no. 138D, Ustad Enayat Khan Avenue (previously Karaya Road), Police Station Beniapukur, Post Office, Kolkata 700 017, who are the joint owners of the subject premises and/or property and their heirs, representatives, administrators, executors, successors and assigns.
4. **PURCHASERS**-Shall mean and include the said, son/wife of, by faith, by occupation Service/Business/Housewife, residing at, and, son/wife of, by faith, by occupation Service/Business/Housewife, residing at and/or a having its office at

..... and their heirs, representatives, administrators, executors, successors and assigns or nominee or nominees.

5. **AREA OF THE SAID UNIT/S/FLAT/S/GARAGE/S AND SPACE/S**-Shall mean and include the total covered area of the said Unit/s/Flat/s/Garage/s and Space/s etc. plus the proportionate area of the passages, ways and the common amenities, facilities and others as defined in Article 1 point 5 hereunder and deemed to be the area of the said Unit/s/Flat/s/Garage/s and Space/s etc. The certificate of the Architect/Developer and/or the nominated Developer, if any, in this regard shall be final.

6. **COMMON PARTS & AREAS**-Shall mean and include Administrative Office, if any, Security and Security Room, if any, Service Areas and other Common Areas whatsoever including those mentioned in the **FOURTH SCHEDULE** hereunder written and/or given meant for the maintenance of essential services at the said Housing-cum-Commercial Complex and for the better use and enjoyment of the several Unit/s/Flat/s/Garage/s and Space/s to be built, developed, erected, promoted and constructed in the said complex but shall not the portion or areas not transferred or intended to be transferred herein and kept exclusively at the disposal of the **T. K. DEVELOPERS** .

7. **FLAT/S, UNIT/S, GARAGE/S AND SPACE/S**-Shall mean and include the several Unit/s/Flat/s/Garage/s and Space/s in the said proposed project to be built, developed, erected, promoted and constructed by the **T. K. DEVELOPERS** on behalf of the Purchaser/s for the consideration mentioned hereunder as per the specification as under.

8. **DEMISED FLAT/S/UNIT/S/GARAGE/S AND SPACE/S**-Shall mean and include the Unit/s/Flat/s/Garage/s and Space/s in finished condition with car parking space/s

with the same as agreed to be acquired by the Purchaser/s herein and more fully described and explained in Part-I of the **SECOND SCHEDULE** hereunder written and/or given.

9. **MEASUREMENT OF THE UNIT/S/FLAT/S/GARAGE/S AND SPACE/S**-Shall mean and include the super built-up area of the said Unit/s/Flat/s/Garage/s and Space/s etc.
10. **PROPERTIES APPURTENANT THERETO**-Shall mean and include the proportionate undivided share in the said property and in the common parts and areas.
11. **PROJECT**-Shall mean and include the project of the building, development, erection, promotion and construction of several Unit/s/Flat/s/Garage/s and Space/s etc. in the said proposed project with provision for use and enjoyment of the common parts or areas by the occupier/s of the same. The name of the Project is **“MAA DURGA APARTMENT”**.
12. **COMMON PURPOSES OR EXPENSES**-Shall mean and include the purpose of maintaining the project property and in particular the essential services and the common parts thereof as also include the meaning of the common costs and expenses for the same and further include all matter relating to mutual rights and obligations of the Purchaser/s of several Unit/s/Flat/s/Garage/s and Space/s of the said project as described and explained under the **FIFTH SCHEDULE** hereunder written and/or given where any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser/s then the portion of the amount payable by the Purchaser/s of their allotted and/or owned property in the said project.
13. **SPECIFICATIONS**-Shall mean and include the necessary constructions to be made and fittings and fixtures to be fitted in the Flat/s, Unit/s, Garage/s, Office/s and

Space/s etc. to be provided by the **T. K. DEVELOPERS** as per the **THIRD SCHEDULE** hereunder written and/or given.

14. **ARCHITECT**—Shall mean any firm, company and/or individual as may be appointed by the **DEVELOPER** herein.
15. **ADVOCATE**—Shall mean “**B. K. SINGH & ASSOCIATES**”, Advocates, 10, Old Post Office Street, Room no. 45B, 1st Floor, Kolkata 700 001”.

ARTICLE-II: INTERPRETATION

- 2.1 Any reference to statute shall include any statutory extensions or modifications, re-enactment of such statute and any rules, regulations or orders made hereunder.
- 2.2 Any covenant by the Purchaser/s herein not to act or to do anything shall be deemed to include his/her/their/its obligation/s not to permit the said act or thing to be done.
- 2.3 Singular number shall mean and include Plural and vice versa.
- 2.4 Masculine shall mean and include Feminine and vice- versa.
- 2.5 The Paragraph heading would not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of these presents.

ARTICLE -III: TITLE

- 3.1 The Purchaser/s herein confirm to have duly inspected all the documents including documents of title relating to and/or in connection with the said premises and confirm to has/have duly satisfied themselves/himself with regard to the rights, titles and interests of the Developer and other co-sharers with respect to the said land property and/or in respect of the development of the project complex as hereunder with regard to the right of the said development of the said project and/or to construct the Unit/s/Flat/s at and under the said Project and have marketable title. The Purchaser/s herein having satisfied itself/themselves/himself has/have agreed not to question and/or make requisition as to the right, title and interest of the **T. K. DEVELOPERS**.

ARTICLE – IV: SCHEME

- 4.1 Before the execution of these presents the Purchaser/s having fully satisfied itself/himself/themselves and confirmed about the scheme formulated by the **T. K. DEVELOPERS** for transfer of the said Unit/s/Flat/s/Garage/s and Space/s and further together with the proportionate share of the common areas, facilities, amenities and others unto and in favour of the Purchaser/s herein.

ARTICLE –V: MATERIAL AND SPECIFICATION

- 5.1 The **T. K. DEVELOPERS** shall be using the quality materials for the purpose of the construction, development, erection, promotion and building of the said Unit/s/Flat/s/Garage/s and Space/s at and upon the subject land property to be owned and occupied by the Purchaser/s herein since the costs and expenses thereof shall be borne by the Purchaser/s herein which is included in the consideration hereunder written and/or given.

5.2 Before the execution of these presents the Purchaser/s herein has/have satisfied itself/himself/herself/themselves about the intended specifications of the said construction, development, erection, promotion and building of the said Unit/s/Flat/s/Garage/s and Space/s at and upon the subject land property to be owned and occupied by the Purchaser/s herein.

ARTICLE-VI: TRANSFER, CONSIDERATION AND PERFORMANCES

6.1 The **T. K. DEVELOPERS** hereby agrees to transfer and convey and Purchaser/s herein hereby agrees to purchase and acquire from the **T. K. DEVELOPERS ALL THAT** piece and parcel of the Unit/s/Flat/s at the subject land property upon which the promotion, erection, development, construction and building of the said Unit/Flat shall take place bearing the Unit/Flat no. on the Floor, measuring about an area a little more or less Square Feet saleable area (carpet area Square Feet) consisting of (.....) Bed Room/s, (.....) Dining-cum-Drawing, (.....) Kitchen Room, 2 (.....) Bath-cum-Privy/Privies and (.....) Balcony along with (.....) open Car Parking Space as under on the Building lying erected and comprised at and under the part and parcel of the said **ALL THAT** piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation and the properties appurtenant thereto described in the Part-I of the **SECOND SCHEDULE** hereunder written and/or given at or for total consideration of Rs...../-(Rupees) only calculated at the rate of Rs...../-(Rupees) only per Square Feet of the constructed space of the said Unit/Flat and for the said Car Parking Space an amount of

Rs...../-(Rupees) only which Unit/Flat and the said Car Parking Space are the **SECOND SCHEDULE** hereunder written and/or given and the remaining of the total consideration are the other payments as mentioned hereunder to the **T. K. DEVELOPERS** or its authorized representative/s. The said Unit/s/Flat/s/Garage/s and Space/s to be constructed within the time limit as mentioned in the Part-II of the **SECOND SCHEDULE** hereunder written and/or given. It is pertinent hereto mention that the Purchaser/s herein is/are making payment of the amount more fully and particularly mentioned under the receipt and memorandum of consideration hereunder written and/or given out of the said full consideration of Rs. /-(Rupees) only.

- 6.2 The consideration as aforesaid may increase or decrease after actual measurement of the area of the said Unit/s/Flat/s/Garage/s and Space/s at the time of handing over of the possession.
- 6.3 The **T. K. DEVELOPERS** and/or its nominated person/s/individual/s shall subject to the Purchaser/s herein duly making payment of the said agreed consideration as above and further other payments as per these presents and the Purchaser/s herein duly observing and performing the various terms, conditions and covenants herein contained on the part of the Purchaser/s herein to be observed and performed, complete the construction of the subject Unit/Flat and Car Parking Space and vice-versa within August, 2019 pursuant to and in terms of these presents and the **T. K. DEVELOPERS** and/or its nominated person/s/individual/s shall deliver the possession thereof unto and in favour of the Purchaser/s herein within 31st August, 2019 and shall provided the Completion Certificate/Occupancy Certificate or so within December, 2019 pursuant to and in terms of these presents unless the Owner and/or its nominated person/s/individual/s is/are prevented by any restraint order issued by any competent Court or due to Acts of God and/or the Acts beyond the control of the **T. K. DEVELOPERS** and/or its nominated

person/s/individual/s. In case of failure to provide the said possession of the subject Unit/Flat and the said Car Parking Space within the said time limit of 31st August, 2019 at the fault of the **T. K. DEVELOPERS** the Purchaser herein shall be entitled to deduct Rs./-(Rupees) only per month of delay thereafter till the possession is handed over from the consideration amount payable to **T. K. DEVELOPERS** by the Purchaser herein.

- 6.4 The said Unit/s/Flat/s/Garage/s and Space/s shall be constructed by the **T. K. DEVELOPERS** and/or its nominated person/s/individual/s as the case may be in accordance with the Plan/s with such modification/s or alteration/s as may be deemed fit and proper by the Developer and/or its appointed Architect/s with the specification as may be deemed fit and proper by the **T. K. DEVELOPERS** and/or its nominated person/s/individual/s as the case may be and the Purchaser/s herein agree/s not to raise any objection in the event of the **T. K. DEVELOPERS** making any alterations or modifications in the said Plan/s and/or specifications, elevation, designs and lay-outs of the said Unit/s/Flat/s/Garage/s and Space/s.
- 6.5 The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the Project and/or the other Unit/s/Flat/s/Offices space/s etc. or any part thereof by the **T. K. DEVELOPERS** and/or the other prospective Purchaser/s hereof.
- 6.5A The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the Project and/or the other Unit/s/Flat/s/Garage/s and Space/s etc. or any part thereof by the **T. K. DEVELOPERS** and/or the other prospective Purchaser/s thereof and shall further not be entitled to raise and make any objection whatever with regard to raising, constructing, promoting, building, developing and erecting any further storey and/or stories at and upon the roof of the building/s ought to be constructed, built, developed, promoted and erected and to

sell, demise, devise, transfer, provide and give the same to any person whomsoever for any consideration whatsoever in any manner whatever for all times to come and till the said construction, erection, promotion, development and building of the said further storey and/or stories the roof of the said building shall be the property of the **T. K. DEVELOPERS** and the Confirming Party herein and upon the completion of the said construction, erection, promotion, development and building of the said further storey and/or stories the roof of the said building shall be under the use, occupation and possession of the **T. K. DEVELOPERS** and the Confirming Party herein or any other person in the manner as kept, assigned and provided at and under the agreement/s and/or conveyance/s thereof meant for the transfer, alienation, grant, demise and devise of the parts and portions of the subject premises and building/s standing and/or lying erected thereupon and further to make any further construction, erection, development, promotion and building at and around and adjacent to the subject Project.

6.5B. The **T. K. DEVELOPERS** and the Confirming Party herein shall further be entitled to acquire and own any further land property and/or properties at and around and adjacent to the subject property for the purpose of further development, construction, erection, building and promotion of Building/s and the Flat/s, Unit/s, Shop/s, Office/s and Space/s etc. thereof and/or the part/s thereof whether commercial or residential and in no case the Purchaser/s herein shall be having any right, title and interest to object, hinder or disturb the same in any manner whatsoever and shall be having the right, title and interest thereof, if any, specifically provided by the **T. K. DEVELOPERS** and the Confirming Party herein in writing to him/her/it/them. Further for the said reason and purpose the **T. K. DEVELOPERS** shall be having all the rights, titles and interests to use, occupy, possess, enjoy and utilize the common paths, passages and areas at and around and attached, concerning and under the subject Project and/or leading to and fro to the said further land property and/or properties at and around and adjacent to the subject

property for all times to come for the purpose of further development, construction, erection, building and promotion of Building/s and the Flat/s, Unit/s, Shop/s, Office/s and Space/s etc. thereof and/or the part/s thereof whether commercial or residential whatever the case may be.

- 6.6. The Purchaser/s herein shall not be entitled to raise or cause to raise any objection of whatsoever nature in the matter of completion of the said Project and construction of the said Flat/s, Unit/s, Shop/s, Office/s and Space/s etc. and/or construction of further structure/s thereupon on the ground of disturbance or annoyance or any other ground whatsoever.
- 6.7. The Purchaser/s herein shall not be entitled to raise any dispute or claim on account of any damages for on account of the completion of the said Project and construction of the said Flat/s, Unit/s, Shop/s, Office/s and Space/s etc. and/or construction of further structure/s thereupon.
- 6.8. After completion of the said construction, development, erection, promotion and building of the Unit/s/Flat/s/Garage/s and Space/s at and upon the subject land property, the **T. K. DEVELOPERS** shall notify the Purchaser/s herein with regard to the same having been completed and made ready for the habitation whereupon the Purchaser/s herein shall within 15 days take over the possession of the same subject to making all the payments payable in terms of these presents.
- 6.9. The Purchaser/s herein shall apart from the amount of consideration as hereinbefore stated, also pay to **T. K. DEVELOPERS** the costs of High Tension Electrical Installations, Generator and other Extra items of installations concerning the individual Unit/s/Flat/s/Garage/s and Space/s etc. as the case may be and further the amounts of the security deposits or deposits or other costs, charges and expenses as may be required to be made by the **T. K. DEVELOPERS** as hereunder

for getting the Electricity and other Utility Services and/or necessary installations at and under the said individual Unit/s/Flat/s/Office Space etc. All the costs and expenses beside the consideration paid as above inter alia, Maintenance costs, Advance deposits thereof, Sinking Fund, Electrical, Generator, Fitting, Fixture installations etc. and other costs and expenses to be paid by the Purchaser/s herein is more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.

6.10 In the case of the Purchaser/s herein requiring the **T. K. DEVELOPERS** to make or cause to be made change/s or addition/s or alteration/s of the structure/s inside the said Unit/s/Flat/s/Garage/s and Space/s etc. or require the **T. K. DEVELOPERS** to make extra work the **T. K. DEVELOPERS** shall not be obliged to do or caused to be done such work until and unless the Purchaser/s has first deposited and paid the costs estimated by the **T. K. DEVELOPERS** of making such additions, alterations, changes and/or extra works and/or upon option of the **T. K. DEVELOPERS** can do it with the written consent and approval of the **T. K. DEVELOPERS** in the manner as per the written approval thereof.

6.11 Save the right of acquiring the said Unit/s/Flat/s/Garage/s and Space/s and the properties appurtenant thereto and save the right hereby agreed to be transferred the Purchaser/s herein shall not have any rights, titles, interests, claims or demands whatsoever over and in respect of the other parts or portions of the said Project and the said premises save and except proportionate share in the common area/s, facility/facilities, amenity/amenities, path/s, passage/s etc. meant for the various owner/s and occupier/s at and under the said project/s as well as in the common parts or areas as described and explained under the **FOURTH SCHEDULE** hereunder written and/or given.

ARTICLE: VII: DEFAULT

- 7.1 In case of default on the part of the Purchaser/s herein to make payment of the said agreed consideration mentioned hereinabove in Article-VI above in the manner and within the time as mentioned in Part-III of the **SECOND SCHEDULE** herein and/or payment of other amounts payable by the Purchaser/s herein as per provisions of these presents, the Purchaser/s without prejudice to the other right/s of the **T. K. DEVELOPERS** shall be liable to pay interest at the rate of 18% per annum on all such outstanding dues payable by the Purchaser/s herein to the **T. K. DEVELOPERS** in pursuance of these presents.
- 7.2. In case of default of the part of the Purchaser/s herein in making payment of the monthly maintenance and service charges and/or the rates, taxes and other outgoings including those mentioned and described under the **FIFTH SCHEDULE** hereunder written and/or given and the **SIXTH SCHEDULE** hereunder written and/or given the Purchaser/s herein shall be liable to pay interest @ 18% per mensem without prejudice to the other rights of the **T. K. DEVELOPERS** and in case of Purchaser/s herein not taking possession of the said Unit/s/Flat/s/Garage/s and Space/s etc. within the period of 60 days from the date of such notification the **T. K. DEVELOPERS** shall be entitled to have holding charges thereof amounting to a sum of Rs.20,000/-(Rupees Twenty Thousand) only per month and if the said default continues for a period exceeding three months the **T. K. DEVELOPERS** shall be entitled for all times to come to cancel these presents forthwith on the terms, conditions and enumerations hereunder.
- 7.3 Notwithstanding anything to the contrary contained in these presents, should the Purchaser/s herein neglect, omit or fail for any reason whatsoever to pay any of the amount/s as and when the same would become due and payable by the Purchaser/s herein as per the terms and conditions of these presents within the stipulated time

or if the Purchaser/s herein in any other way fail to perform or observe any of the terms, conditions, covenants and stipulations herein contained and on the part of the Purchaser/s herein to be observed and performed, the **T. K. DEVELOPERS** shall be entitled to terminate this agreement and to forfeit Rs.20/-(Rupees Twenty) only per Square Feet super built up area from the amount paid by the Purchaser/s herein as liquidated damages and to refund to the Purchaser/s herein the balance amount received by the **T. K. DEVELOPERS** without being liable to pay any interest thereon.

- 7.4 In case of the termination of these presents and forfeiture as mentioned in 7.3 hereinabove, the balance amount shall be refunded to the Purchaser/s herein by the **T. K. DEVELOPERS** within 60 days from the date, month and year of the termination. It is made clear that in case of such termination, the **T. K. DEVELOPERS** shall be at liberty without any further notice to the Purchaser/s herein to transfer or assign or otherwise deal with the said Unit/s/Flat/s/Garage/s and Space/s and the properties appurtenant thereto unto and in favour of any other person/s for such consideration and on such terms, conditions, covenants and stipulations as the **T. K. DEVELOPERS** may in its discretion think fit and proper.
- 7.5 The right of termination of this agreement given to the **T. K. DEVELOPERS** as mentioned herein above shall be without prejudice to any other rights, remedies and claims whatsoever of the **T. K. DEVELOPERS** against the Purchaser/s herein under these presents, provided, however, if the **T. K. DEVELOPERS** doesn't exercise the right given to it under these agreement has/have Purchaser/s herein shall be bound to make payment of all the money/monies payable by it/him/her/them and also to observe and perform all the terms, conditions, covenants and stipulations herein contained and on the part of the Purchaser/s herein to be observed and performed and shall also be liable to pay to the **T. K. DEVELOPERS** interest on account of delay in payment calculated @ 18% per annum as hereinbefore stated.

ARTICLE – VIII: RIGHTS

- 8.1 It is agreed that until and unless the entire agreed consideration in the manner and within the time respectively mentioned in **SECOND SCHEDULE** hereunder written and all other amount required to be paid by the Purchaser/s herein as per the provisions herein contained, are duly paid to the **T. K. DEVELOPERS**, the **T. K. DEVELOPERS** shall not be obliged or liable to make over possession of the said Unit/s/Flat/s/Garage/s and Space/s to the Purchaser/s herein nor the Purchaser/s herein shall acquire any right, title or interest whatsoever in the said Unit/s/Flat/s/Garage/s and Space/s.
- 8.2 All the Purchaser/s of the Unit/s/Flat/s/Garage/s and Space/s etc. including the Purchaser/s herein shall have proportionate share in the common parts areas and facilities mentioned in the **FOURTH SCHEDULE** hereunder written and/or given and shall at all times be meant for the use and enjoyment of all the owner/s and occupier/s of several Unit/s/Flat/s/Garage/s and Space/s etc. thereat whatsoever the case may be.
- 8.3 The Purchaser/s herein after having duly paid the said agreed consideration and all other amounts whatsoever including any tax payable by it/him/her/them in pursuance of this agreement including the rates and taxes and the maintenance and service charges payable relating to the said Unit/s/Flat/s/Garage/s and Space/s and further having duly observed and performed all its/his/her/their obligations under this agreement shall be at liberty with the written approval and/or consent of the **T. K. DEVELOPERS** shall be able to deal with the said Unit/s/Flat/s/Garage/s and Space/s and properties appurtenant thereto in the manner as it/he/she/they shall like and/or be at liberty to assign and/or transfer its/his/her/their interest under this agreement and/or in respect of the said Unit/s/Flat/s/Garage/s and

Space/s whatsoever the case may be provided that such assignment and/or transfer shall be subject to the terms herein contained and also subject to the Purchaser/s herein first paying the entire rates and taxes as also the maintenance and service charges relating to the said Unit/s/Flat/s/Garage/s and Space/s for the period up to the date of such transfer and/or assignment and in the case of such transfer or assignment, if any, liability for tax or otherwise is paid by the **T. K. DEVELOPERS** on account of the Purchaser/s herein, the Purchaser/s herein agree/s and undertake/s to reimburse or pay the same to the **T. K. DEVELOPERS**. It is pertinent hereto mention that on each and every transfer or assignment of the said Unit/s/Flat/s/Garage/s and Space/s unto and in favour of the prospective Purchaser/s herein before its ultimate transfer by the instrument of conveyance thereof the **T. K. DEVELOPERS** shall be entitled to have Rs.20/-(Rupees Twenty) only per Square Feet of the super built up area of the subject Unit/s/Flat/s/Office/s Space/s and the Car Parking Space/s thereof as the assignment charges thereof beside the residual payments, dues, outstanding and others.

- 8.4 The Purchaser/s herein shall not be entitled to let out, transfer or assign or otherwise deal with or dispose of his/her/their rights, title and interest under this agreement and/or in respect of the said Unit/s/Flat/s/Garage/s and Space/s unless the Purchaser/s herein has paid the agreed consideration and all other amount payable as per this agreement and has not been disqualified or committed breach or non-complied with any of the terms and conditions herein contained.
- 8.5 The Purchaser/s herein shall not be entitled to any right in respect of the other parts of the said project save the right to use the common parts and further the common areas and facilities and others as are available with the use and occupation of property/properties at and under the project hereof.

ARTICLE IX: PURCHASER/S OBLIGATION

- 9.1 On and from the date of the **T. K. DEVELOPERS** notifying the said Unit/s/Flat/s/Garage/s and Space/s having been made ready for the occupation, the Purchaser/s shall make the payments and others to **T. K. DEVELOPERS** the amount/s for the services, maintenance, installations, sinking fund and others as mentioned and explained under the **FIFTH SCHEDULE** hereunder written and/or given more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given to the **T. K. DEVELOPERS**. The **T. K. DEVELOPERS** shall deposit the said Sinking Fund with the Maintenance Company formed solely by the **T. K. DEVELOPERS** upon its discretion at and after the deduction of the dues and outstanding of the different Purchaser/s as the case may be. The Purchaser/s herein hereby agree that the apportionment of such maintenance costs, charges and expenses as also the rates, taxes and outgoings shall be made by the **T. K. DEVELOPERS** on the basis of the respective areas of the Unit/s/Flat/s/Garage/s and Space/s etc. in the said project and the same shall be made by the **T. K. DEVELOPERS** on the basis of the respective areas of several Unit/s/Flat/s/Garage/s and Space/s etc. in the said project and the same shall be conclusive, final and binding. The said Maintenance Company shall be having a memorandum of agreement with the **T. K. DEVELOPERS** for the performances of the works and affairs relating to the maintenance and others at and under the said commercial project as and when the completion of the said development hereof shall take place.
- 9.2. The Purchaser/s herein shall render its/his/her/their best co-operation and assistance in the matter of completion of the said project and shall not do or commit or permit anyone to do or commit any act, deed, matter or thing which may in any manner cause obstruction in the completion of said commercial project.

- 9.3. The Purchaser/s herein shall sign and execute and deliver all the necessary paper/s and document/s and also to do all the acts, deeds, matters and things as may from time to time required to be done or committed for smooth completion of the project hereof and the Unit/s/Flat/s/Garage/s and Space/s thereof.
- 9.4. The Purchaser/s herein shall till any separate meter is provided by the concerned authority for the Office spaces regularly and punctually pay the charges for consumption of electricity at the said Unit/s/Flat/s/Garage/s and Space/s within 7 days from the date of the **T. K. DEVELOPERS** and/or the Maintenance Company submitting bill on account for the same. In case of any dispute with regard to the electricity bill, the Purchaser/s herein shall after payment of such disputed bill, refer the dispute to the **T. K. DEVELOPERS** and/or the Maintenance Company, hereinafter called and referred to as the Company for the sake of brevity, whatsoever the case may be for its decision. The Purchaser/s hereby agrees that in case of non-payment, electricity at the said unit shall be liable to be disconnected without any prior notice for the same.
- 9.5. On or before the taking over of possession of the said Unit/s/Flat/s/Garage/s and Space/s the Purchaser/s herein shall also deposit with the **T. K. DEVELOPERS** the several amounts, the details whereof are mentioned in the **SECOND SCHEDULE** hereunder written and it is agreed that until payment of the said amount, the Purchaser/s herein shall not be entitled to the possession nor any rights in the said Unit/s/Flat/s/Garage/s and Space/s. On the formation of the Maintenance Company and/or the Association as hereunder, the **T. K. DEVELOPERS** and/or the Company after deduction of amount/s recoverable from the Purchaser/s herein deposit the remaining balance amount/s, if any to the Maintenance Company to be held by it.

- 9.6. The Purchaser/s herein shall pay proportionate cost/s/expense/s for installation of Transformer/s at and under the said Project more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.
- 9.7. The Purchaser/s herein shall be liable to bear and pay all the statutory tax/s in respect of present and subsequent imposition/s if and whenever such situation arises for the transfer, alienation, grant, demise and devise of the said Unit/s/Flat/s/Garage/s and Space/s.
- 9.8. The Purchaser/s shall at its/his/her/their own costs maintain the said Unit/s/Flat/s/Garage/s and Space/s in good condition, state and order and shall abide by all the by-laws, rules and regulations of the Government and/or other authorities and local bodies including those as may be framed by the **T. K. DEVELOPERS** and/or the Maintenance Company for the proper maintenance of the said Project and the common areas and facilities and shall also be responsible for all deviation/s and/or violation/s of any of the condition/s or rules or by-laws.
- 9.9. The Purchaser/s hereby agree that the **T. K. DEVELOPERS** and its engineer/s, contractor/s, surveyor/s and agent/s shall be entitled during reasonable hours of the day and upon prior notice, with or without workman to enter into and upon the common areas etc. for the purpose of making/repairing, maintaining, lighting and keeping in order and good condition all sewers, drains, pipes, cables, gutters, wires, structures and conveniences belonging to or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drains, water pipes and electric wires and for similar or other purpose and/or to view and examine the state and condition of the Unit/s/Flat/s/Garage/s and Space/s or portions thereof. The Purchaser/s herein shall also be liable at its/his/her/their own costs for make good immediately on receiving notice of all such defects and wants of

repair as may be in the opinion of the **T. K. DEVELOPERS** and/or the Maintenance Company whatsoever the case may be required to be carried out by the Purchaser/s herein.

9.10. **THE PURCHASER/S HEREIN SHALL NOT:**

- a) Use the said Unit/s/Flat/s/Garage/s and Space/s in such manner nor commit any act, which may in any manner cause nuisance or annoyance to the Purchaser/s herein and/or owners and/or occupiers of other Unit/s/Flat/s/Garage/s and Space/s in the said Project and/or the said premises and/or the neighboring properties;
- b) Use the said Unit/s/Flat/s/Garage/s and Space/s or permit the same to be used for any purpose other than the purpose/s for which the same is meant and has been sanctioned by the concerned authorities;
- c) Block or permit the blocking of the common parts or areas of the said project and/or any portion thereof;
- d) Decorate the exterior of the Unit/s/Flat/s/Garage/s and Space/s together with parts and portions of the vacant space at and under the subject project otherwise than in the manner the said Unit/s/Flat/s/Garage/s and Space/s will be specified by the **T. K. DEVELOPERS** as hereunder;
- e) Display or put up any neon-sign or other sign boards on the outer walls of the Unit/s/Flat/s/Garage/s and Space/s or any part of the said Project without consent in writing of the **T. K. DEVELOPERS** and/or the Maintenance Company whatsoever the case may be;

- f) Throw or accumulate or permit the throwing or accumulation of any dirt, rubbish or other refuse in the place not meant for the same;
- g) Claim partition or sub-division of the said Unit/s/Flat/s/Garage/s and Space/s or the common parts and/or the common areas of the said Project;
- i) Carry on any offensive, illegal or immoral activities in the said Unit/s/Flat/s/Garage/s and Space/s or any portion of the said project including the common parts and the common areas;

ARTICLE-X: MISCELLANEOUS

- 10.1 The Purchaser/s herein agree/s and confirm/s that the **T. K. DEVELOPERS** shall have the right from time to time to make additions and/or alterations and/or repairing in or upon the said project and in this regard the Purchaser/s herein shall not be entitled to raise any objection or create any obstruction and disturbance.
- 10.2. After the possession of the said Unit/s/Flat/s/Garage/s and Space/s has/have been made over, if any additions or alterations in or upon or demised property and/or any part of the same and/or the project or any portion thereof is/are required to be made or carried out by or at the instance of the Government, Municipality or any statutory authorities the same shall be duly carried out by the Purchaser/s in co-operation with the Purchaser/s herein and/or occupiers of other Unit/s/Flat/s/Garage/s and Space/s and portions at and under the said project at its/his/her/their own costs and expenses in this regard and the **T. K. DEVELOPERS** shall not in any manner be liable or responsible.
- 10.3. The name of the building/apartment is **“ROYD APARTMENT”** as already decided and fixed by the **T. K. DEVELOPERS** solely and the same shall not under any

circumstances be changed or altered or modified however **T. K. DEVELOPERS** reserves the right to change and/or modify and/or alter it for all times to come.

- 10.4. The Purchaser/s herein shall not do or permit to be done any act deed or things which may render void or voidable any insurances of the said Unit/s/Flat/s/Garage/s and Space/s whatsoever the case may be or other portions of the said project or cause any insurance premium to be increased in respect thereof.
- 10.6. Any indulgence given or shown by the **T. K. DEVELOPERS** in informing the terms of this agreement or any forbearance or giving time shall not be construed as a waiver or acquiescence on the part of the **T. K. DEVELOPERS** of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s herein nor shall the same in any manner prejudice the rights of the **T. K. DEVELOPERS**.
- 10.7. All letters and notices issued by the **T. K. DEVELOPERS** and affixed on the notice board/s at the said Projects or sent to the Purchaser/s herein recorded address will be binding on the Purchaser/s herein and will effectively discharge the **T. K. DEVELOPERS**.
- 10.8. The Purchaser/s herein along with Purchaser/s/Occupiers of other Unit/s/Flat/s/Garage/s and Space/s whatsoever the case may be and areas in the said Project will not require the **T. K. DEVELOPERS** to contribute towards the maintenance and service charges and other costs and expenses as mentioned under the **FIFTH SCHEDULE** hereunder written on account of the said Unit/s/Flat/s/Garage/s and Space/s whatsoever the case may be and other spaces and areas which are not disposed of by the **T. K. DEVELOPERS** which is to be paid in the manner more fully and particularly mentioned, described, enumerated,

provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.

10.9. Notwithstanding anything to the contrary contained in this agreement, it is agreed and made clear that the **T. K. DEVELOPERS** shall have the charges over the said Unit/s/Flat/s/Garage/s and Space/s whatsoever the case may be on account of due payment of the amounts of the said agreed consideration and all other amounts payable by the Purchaser/s in pursuance of this agreement. It is agreed that Purchaser/s by the **T. K. DEVELOPERS**, the Purchaser/s herein, shall not acquire any right, title or interest in respect of the said Unit/s/Flat/s/Garage/s and Space/s whatsoever the case may be until and unless the Purchaser/s herein has/have duly paid to the Developer all the amounts payable by the Purchaser/s herein as per the terms of this agreement and the Purchaser/s do/does not has/have the appropriate deed of conveyance in respect of the said Unit/s/Flat/s/Garage/s and Space/s duly executed by the **T. K. DEVELOPERS** and registered before the appropriate authority.

10.10. If the Purchaser/s herein fail or neglect to pay their proportionate share of common expenses or any other sums payable under this agreement when demanded by the **T. K. DEVELOPERS** or the Maintenance Association, then the **T. K. DEVELOPERS** or the Maintenance Association shall be at liberty to discontinue and disrupt the facilities provided to the said Unit/s/Flat/s/Garage/s and Space/s whatsoever the case may be and enjoyed by the Purchaser/s and the Purchaser/s consent to the same and undertake/s not to raise any objection therefore.

10.11. So long as all the said Unit/s/Flat/s/Garage/s and Space/s and Areas of the Project are not disposed of and/or the Maintenance Company is not formed, whichever is later, the management of the affairs of the said Project are not disposed of and the Maintenance Company is not formed, the management of the affairs of the project and the right to realize the monthly maintenance and service charges as also

the proportionate amounts of the rates and taxes and other dues from the respective Purchaser/s herein thereof and to make disbursement thereof continue to vest on the **T. K. DEVELOPERS** at its discretion as aforesaid.

10.12. In case there be delay in the **T. K. DEVELOPERS** fulfilling its obligations hereunder due to force majeure or any circumstances beyond the control of or not caused by the acts or omissions of the **T. K. DEVELOPERS**, the Purchaser/s herein shall not be liable for any damage nor for interest therefore.

10.13. All notices to be served hereunder by any or parties on the other shall without prejudice to any other mode of service available be deemed to have been served on the 7th day of the date of dispatch of such notice by prepared registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing the same being served. None of the parties shall raise any objection as to the service of the notice deemed to have been served as aforesaid.

10.14. All open spaces in the Project including Car Parking Spaces not belonging to the Purchaser/s herein or provided for under this agreement shall remain the property of the **T. K. DEVELOPERS** and the **T. K. DEVELOPERS** shall have the right to use transfer or sell the same in such manner as the **T. K. DEVELOPERS** shall in its absolute discretion think fit and proper.

10.15 Notwithstanding anything elsewhere herein contained any without prejudice to the right of the **T. K. DEVELOPERS** mentioned hereinabove it is clarified that in case the development of the Project is stopped continuously of a period of 90 days of more than the time limit with regard to payment mentioned in the Part-III of the **SECOND SCHEDULE** hereto shall stand extended by the period the development is stopped.

ARTICLE – XI: DOCUMENTS RELATING TO TRANSFER AND COSTS

12.1 The form, contents, covenants, exceptions and restrictions of the documents relating to transfer (including the Agreement and conveyance) shall be such as may be drawn by the Learned Advocate B. K. Singh of B. K. Singh & Associates, Advocates, 10, Old Post Office Street, Room no. 45B, 1st Floor, Kolkata 700 001. The Purchaser/s herein shall bear the fees and charges of the said Advocates. The Purchaser/s herein shall get the conveyance of the said Unit/s/Flat/s/Garage/s and Space/s and the properties appurtenant thereto described in the **SECOND SCHEDULE** hereunder written executed and registered by **T. K. DEVELOPERS** in its/his/her/their favour within one month or without such times as may be extended by the **T. K. DEVELOPERS** after the Purchaser/s herein receive/s the notice in writing from the **T. K. DEVELOPERS** in this regard by paying the balance of all the considerations mentioned herein and shall for such purpose deposit with the **T. K. DEVELOPERS** the required amounts towards stamp day, registration charges, lawyer's fee etc. within 10 days from the date of receipt of notice as aforesaid or within such time as may be extended by the **T. K. DEVELOPERS** in writing the said payments are as well more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.

12.2 The Purchaser/s herein agree/s from time to time to sign, execute, file and/or register all declarations, deeds and documents and to do all acts, deeds, matters and things as may from time to time be necessary or required by the **T. K. DEVELOPERS** in relation to the said Unit/s/Flat/s/Garage/s and Space/s and also agree(s) to furnish, comply with and observe all the formalities from time to time as shall be necessary under any law for the time being in force.

ARTICLE XII ARBITRATION:

At any time there is a breach of terms of these presents or any dispute or difference between the parties hereof or in any manner whatsoever touching these presents, the same shall be referred to a sole Arbitrator namely, Learned Advocate Nilanjana Chakraborty of Room no. 45B, 1st Floor, 10, Old Post Office Street, Kolkata 700 001 who shall proceed thereof as per the provisions and principles enshrined and enumerated under the Arbitration and Conciliation Act, 1996 and the rules framed there-under and the changes thereof from time to time and the shall be proceeded and finalized under the Kolkata jurisdiction only.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation together with all right, title, interest and right of easement attached thereto, which is butted and bounded in the following manner:-

ON THE NORTH : Partly by Debendra Chandra Dey Road and partly by the premises no. 71, Debendra Chandra Dey Road;

ON THE SOUTH : By premises no. 70/C, Debendra Chandra Dey Road, Kolkata;

ON THE WEST : By premises no. 70, Debendra Chandra Dey Road, Kolkata;

ON THE EAST : Partly by KMC Road and partly by premises no. 71, Debendra Chandra Dey Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I**(DESCRIPTION OF THE SAID UNIT/S/FLAT/S/GARAGE/S AND SPACE/S)**

ALL THAT piece and parcel of the Unit/s/Flat/s at the subject land property upon which the promotion, erection, development, construction and building of the said Unit/Flat shall take place bearing the Unit/Flat no. on the Floor, measuring about an area a little more or less Square Feet saleable area (carpet area Square Feet) consisting of (.....) Bed Room/s, (.....) Dining-cum-Drawing, (.....) Kitchen Room, 2 (.....) Bath-cum-Privy/Privies and (.....) Balcony along with (.....) open Car Parking Space as under on the Building and together with the proportionate share of land comprised at and under the **FIRST SCHEDULE** above written together with the proportionate undivided impartible share in the common parts, areas and also in the land of the said premises.

PART-II**(TIME FOR COMPLETION)**

The construction, development, erection, promotion and building of the Unit/s/Flat/s/Garage/s and Space/s and the properties appurtenant thereto and the actual physical possession and allotment thereof shall be completed within the period as hereunder.

PART-III**(CONSIDERATION PAYABLE FOR THE SAID UNIT/S/FLAT/S/GARAGE/S AND SPACE/S AT AND TIME FOR SUCH PAYMENT/S)**

Total Consideration of Rs./-(Rupees) only.

Unit/Flat/-
Car Parking/-

Total amount/-

20%+ proportionate GST of the total consideration on or before the signing of the agreement and/or at

the time of execution of these presents

10%+ proportionate GST at the time of piling work

10%+ proportionate GST at the time of casting of the Ground Floor

10%+ proportionate GST at the time of casting of the First Floor

10%+ proportionate GST at the time of casting of the Second Floor

10%+ proportionate GST at the time of casting of the Third Floor

10%+ proportionate GST at the time of casting of the Fourth Floor

10%+ proportionate GST at the time of brick works of the said Unit/s/Flat/s/Garage/s and Space/s

5%+ proportionate GST at the time of flooring and electrical work

5%+ proportionate GST at the time of the handing over of possession of the said Unit/s/Flat/s/Garage/s and Space/s

THE THIRD SCHEDULE ABOVE REFERRED TO:

(SPECIFICATIONS)

The specifications for the erection, promotion, construction, development of the said Unit/s/Flat/s/Garage/s and Space/s as demised hereunder shall be provided to the Purchaser/s herein with the execution of these presents as per the terms, conditions,

enumerations, provisions and covenants hereunder written and/or given by the **T. K. DEVELOPERS** is as follows:

1. **GENERAL:**

a) The building shall be R.C.C. framed structure with M20 Grade as per drawing and specification.

Foundation work up to Plinth:

i) Piling after soil test report to be done. For piling the type, length, and diameter of the pile shall be pre-defined upon the design load carrying capacity. About 2 piles-selected as random would be load tested.

ii) Architectural and structural drawings – 3 copies to be given by the builder. Builder will also submit 2 copies of as build drawings after completion of the construction.

iii) 75 mm. Thick P.C.C. (1:2:4) at plinth level.

iv) 75 mm. Thick P.C.C. (1:2:4) below foundation;

v) 75 mm. Thick B.F.S. below P.C.C.

vi) Application of Pest Control in entire foundation Area.

2. **ACE BLOCK:for use of walls**

3. **INSIDE & OUTSIDE WALL PLASTER:**

i) External wall plaster shall be 15 mm. Thick (1:4).

ii) Internal wall plaster shall be 15 mm. Thick (1:4).

4. **CEILING PLASTER:**

Ceiling plaster shall be 10 mm.

5. **FLOORING:**

i) Car parking area-KOTA stone

ii) Bed rooms, Drawing cum Dining, Balcony-Vitrified Tiles of reputed made.

iii) Stair & Lobby Kumari Marble.

6. **TOILET DADO:**

- i) Flooring-Anti skid floor tiles at floor & Ceramic Tiles Cladding at wall at the height of 6.5 feet.
- ii) Each toilet shall have hot & cold water supply line for shower and wash basin.
- iii) Each toilet shall be provided with one number wash basin and one number exhaust fan.
- iv) Toilet will have one number EWC comod – HINDWARE/PERRYWARE comod with seat cover & Low level PVC cistern. All conceal water line CPBC – SUPREME; and exterior water line UPBC-SUPREME.

7. **KITCHEN:**

- i) Three side cooking table top granite.
- ii) One number stainless steel sink with Drain Board.
- iii) Glazed wall tiles to be fixed in walls over three sides up to the height of 4 feet and granite stone kitchen platform U shaped.
- iv) Anti skid floor tiles of standard make.

OTHERS (pipe line work):

Concealed pipe Line: UPVC (Supreme) as per required dia of pipe for lifting water from U.G. reservoir and delivery of water from O.H. Tank with necessary fittings (including providing water pump). For sewerage & waste water Line: PVC pipes for waste and rain water line. Sewerage Line with inspection pit and master trap as required number of standard quality.

8. **ELECTRICAL:**

- A) Sheet metal cubical type main distribution panel board for all purposes.
- B) Wiring for points for followings:
 - a) Light point for all purposes including gate light.
 - b) Ceiling & wall mounted fan point.
 - c) 6 Amp. Plug point on switch board.
 - d) 6 Amp. Plug point away from switchboard.
 - e) Calling Bell point.
 - f) Exhaust Fan point in Kitchen & Toilets.

- C) Switch Board, distribution board with MCB etc. as per requirement of approved drawing.

WIRING:

Concealed electrical copper wiring through PVC conduit in ceiling, walls, etc.

Makes : HAVELLS.

SWITCHES: Modular switches : HAVELLS.

No. of electrical points (each flat):

Bed Room

1 No. Fan Point, 1 No. A.C. point, 2 No. Light point, 1 No. for TV, 1 No. night lamp point, 1 No. Switch board with 1 No. (6 amp-15 amp) combined power point.

Drawing & Dining Room:

2 Nos. Fan Point, 4 Nos. Light Point, 2 Nos. for (6 amp – 15 amp) combined power point in switchboard, 1 No. for AC, 1 No. for Fridge, 1 No. for TV, 1 No. for Telephone, 1 No. point for light in balcony.

KITCHEN:

2 No. Light point, 1 No. for Exhaust Fan, 1 No. Chimney Point, 2 No. Plug points (6 amp – 15 amp) power point, 1 No. for Gysar.

TOILET

1 No. light point, 1 No. for exhaust fan, 1 No. power point, 1 No. for Gysar.

STAIR CASE

1 No. light point each landing, all switches are ANCHOR make with white PVC board, Car parking Area/Roof/Lift Room/Passage:- Total No. of point – 15 Nos., 1 No. 6 amp – 15 amp combined power point (Car parking Area).

Provide area lighting as per approved layout in car parking area, open area, entrance gate, boundary wall, outside of the buildings.

LIFT-ADAMS/JHONSAN/KONE

9. **INTERNAL WATER LINE:**

- i) Besides water line for toilet & kitchen one wash basin to be provided in dining room.
10. **DOOR:**
- i) Door frame: Flush door frame.
- ii) Door shutter: Main shutter door – Segun wood door.
- iii) Internal Door: Anti termite flush door shutter.
- A. DOOR FITTINGS
- Main door fittings:
1. S.S. HINGES/One Lock (Godrej)
 2. One pair S.S. Handle.
 3. One No. 300 mm. Long S.S. hasp bolt
 4. One 200 mm long S.S. tower bolt
 5. One No. Door stopper.
 6. One night latch.
- B. INTERNAL DOOR FITTINGS:
1. S.S. HINGES
 2. One No. 200 mm long S.S. Tower Bolt.
 3. One No. Door stopper.
11. WINDOW SHUTTER:
1. Aluminium Sliding Door/Window natural anodized with bearing roller of standard make.
 2. Size of windows to be as per NKDA.
 3. Marble sil to be provided with all windows.
12. **PAINTING WORKS:**
- a) Wall putty.
 - b) 2 coats WEATHER COAT PLASTIC EMULTION (any colour) over 2 coat of Acrylic Primer (Any colour) – Asian/Nerolac/Berger at the outer of building.
13. **BOUNDARY WALL.**
- As per NKDA approval thereof with ACE blocks.

14. **RESOURCE OF WATER:**

Through electric pump to overhead reservoir of the building.

**LIST OF MATERIALS AND BRAND SHALL BE USE FOR CIVIL ELECTRICAL
WORKS AS UNDER**

<u>Name of the materials</u>	<u>Proposed Brand Name of the Products</u>
Civil Works:	
Cement	Lafarge/Ultratech/Birla Gold/Ambuja
Reinforcing Steel	Sreecon/Elegant/SRMB/BSTL/ADHUNIK/RASHMI
Bricks	ACE Blocks including boundary wall.
Stone Chips	Best quality locally available.
Sand	Best quality locally available.
Ant termite Treatment	Standard quality.
White Cement	Birla/J. K.
PVC Conduit pipe	ISI Standard
Water proofing admixture quality.	Cico No. 1/Plastocrete/Latex/Any standard
Porcelain Tiles	ISI standard
Sanitary Items	Nycer/Parry ware/Hindustan
PVC min water & other use	Supreme/Emco.
Door/Frames	Flush Door and Sagun Main Door
Shutter	Iron
Glass	Modiguard/Saint Gobain
C P Fittings glass	ESSCO
MCB.240 volt (all type)	Havells
Distribution Board	Havells
Plug/Socket/Switches	Anchor
Copper wire for electrical wiring	Finolex/Havells/Mescab

PVC casing for wiring

Classic/Precision

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON PARTS, AREAS AND FACILITIES)

1. Entrance and exit.
2. Boundary walls, main gate, other gates, if any, of the said premises.
3. Drainage, rain water pipes, and sewerage lines/systems and other installations for the same (except those areas of any Flat and/or exclusively for its use).
4. Electrical wiring including meter and main switches and other fittings and fixtures (excluding those as are installed within the exclusively area of any Flat and/or exclusively for its use).
5. Stairs, staircases, lobbies, staircase landing from the Ground Floor upon the roof of the said building.
6. Entrance, entrance passage, lobbies, common space surrounding the Building walls including outer portion, foundation, columns, beams, supporters etc. underground reservoir, overhead water tank, septic tank.
7. Water supply system provided by NKDA as well as through borewell, including tap water, drainage and sewerage system.
8. Lift of standard quality.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. The proportionate expenses of maintaining, redecorating, cleaning, operating, repairing, white washing, paintings, reconstruction, rebuilding, lighting etc. of the main structures and in particular the fresh and rain water pipes, drains and sewerages, underground and underground tank and reservoir electric wires its fittings and fixtures, D. G. Set, electrical bulbs, lights and its switch boards as a whole, water pumps meter and other appliances, ducts and vents and passages in or under or upon the Project and its land and as enjoyed and used by the Purchaser/s in common with other occupier/s of the Unit/s/Flat/s/Garage/s and Space/s and all its exterior walls, doors windows, grills and glasses and the boundary walls of the building compounds and all its land and the terrace.

2. The proportionate costs and cleaning and lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s as enjoyed and used by the Purchaser/s, in common as aforesaid and keeping the same in good and habitable conditions.

3. The proportionate costs of the payments made to the clerks, durwans, sweepers, mistries, caretakers, watchman, wards, electricians and other contractors if any appointed by the **T. K. DEVELOPERS** and/or the Maintenance Company and Association when formed thereof by the **T. K. DEVELOPERS**.

4. The proportionate costs of works and maintenance, replacement and/or repair of the common lightings, fittings and fixtures etc., and all other service charges of the services rendered and of the other equipments and amenities used in common and for the common purpose.

5. The proportionate costs of the Municipal Taxes and all other taxes and other outgoing levied on the said Unit/s/Flat/s/Garage/s and Space/s or on the whole land of the said premises.
6. The proportionate costs of the litigations and/or expenses incurred for the said premises and land and on the said buildings for the common purposes.
7. The proportionate costs/charges of and expenses for maintaining and operating the Generator and any other such machineries, all supplementary equipments and any other amenities, if and when installed.
8. Maintenance charges and operating charges for lift.
9. Salary etc. of staff of Association.
10. Such other expenses as are deemed by the Owner and/or Maintenance Company or Association whichever the case may be necessary or incidental for the maintenance, managements, supervision and upkeep of the said building and the said premises.
11. Sinking Fund as under.

THE SIXTH SCHEDULE ABOVE REFERRED TO

Advance Maintenance Deposit at the rate of a sum of Rs.12/-(Rupees Twelve) only per Square Feet of the super built up area of the Unit/s/Flat/s/Garage/s and Space/s which is payable one time with the delivery of possession of the said Office Space for the period of one year.

Sinking Fund at the rate of a sum of Rs.10/-(Rupees Ten) only per Square Feet of the super built up area of the Unit/s/Flat/s/Garage/s and Space/s as onetime payment payable at and upon the date of delivery of the possession of the said Unit/s/Flat/s/Garage/s and Space/s.

Municipality Deposit at the rate of a sum of Rs.5/-(Rupees Five) only per Square Feet of the super built up area of the Unit/s/Flat/s/Garage/s and Space/s on account of the same as one time payment payable at and upon the date of delivery of the possession of said Unit/s/Flat/s/Garage/s and Space/s.

Installation of the High Tension Line and equipment installation costs at the rate of a sum of Rs.25/-(Rupees Twenty Five) only per Square Feet of the super built up area of the Unit/s/Flat/s/Garage/s and Space/s as one time deposit on account of the same as one time payment payable at and upon the date of delivery of the possession of the said Unit/s/Flat/s/Garage/s and Space/s.

Generator installation costs at the rate of a sum of Rs.25/-(Rupees Twenty Five) only per Square Feet of the super built up area of the said Unit/s/Flat/s/Garage/s and Space/s as one time deposit on account of the same as one time payment payable at and upon the date of delivery of the possession of said the said Unit/s/Flat/s/Garage/s and Space/s.

Lawyer's/Advocate's fee/s is/are Rs.50,000/-(Rupees Fifty Thousand) only payable in two installments of 50% each one of which is payable with the execution of these presents and another 50% with the execution of Deed of Conveyance pursuance to and in terms of these presents.

Costs and charges towards the stamp duty and registration fee/s shall be paid by the Purchaser/s herein as assessed by the concerned Registration Office/s.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED

by the **DEVELOPER** at Kolkata in

the presence of:

WITNESSES:

1.

2.

SIGNED AND DELIVERED by the

CONFIRMING PARTY at Kolkata in

the presence of:

WITNESSES:

1.

2.

SIGNED AND DELIVERED

by the **PURCHASER/S** at Kolkata

in the presence of :

WITNESSES:

1.

2.

Prepared at my office:

B.K. Singh & Associates,
 Advocates,
 10, Old Post Office Street,
 Room no. 45B, 1st Floor,
 Kolkata 700 001

RECEIPT

RECEIVED from the within-named Purchaser/s herein the within mentioned sum of Rs...../- (Rupees) only being the part consideration money as per the memorandum below:

MEMORANDUM OF CONSIDERATION

ATE	CHEQUE NO.	DRAWN ON	AMOUNT (RS).

Total Rs...../-			

Rs...../-(Rupees) only

WITNESSES:

1.

DEVELOPER

2.