

ANNEXURE 'A'
AGREEMENT FOR SALE

This Agreement for Sale executed on this _____th day of _____, 2020.

By and Between

M/S. T.N.ASSOCIATE(PAN: AADFT8733E) a partnership firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 , represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH (PAN: AGXPG8064F)** son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and **(2) SMT TAPASHI GHOSH(PAN: AGWPG7267K)** wife of Sri Narayan Chandra Ghosh by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075, hereinafter called the PROMOTER / BUILDER/ DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, regal representative and assigns/nominee) of the **ONE PART**.

T. N. ASSOCIATE
Narayan Chandra Ghose
Partner

AND

SRI/SMT _____ (**PAN** _____) son / daughter of _____, by faith _____, by Occupation _____ by national Indian, permanently residing at _____, hereinafter called the “**Allottee/ Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

The Promoter/ Builder/ Developer is the absolute and lawful Promoter/ Builder/ Developer of one RayatiDhakhalioSatta Bastu land at Premises No.39/1, Madhya Para, Assessee No. 31-112-11-0515-2 , Ward No.112 under Kolkata Municipal Corporation, P.O. & P.S. Bansdrone, Kolkata- 700070, Mouza - Roynagar, Dag No.201, Khatian No.428, J.L. No.47, measuring 1 Bigha 00 (zero) Cottah 04 (four) Chittaks 37 (thirty seven) Sq.Ft. be the same or a little more or less along with a Tin roofed with cemented floor semi pucca building having an area of 720 sq.ft. more or less and 2(two) outside toilets having an area of 104 sq.ft. more or less about 12 years old free from all encumbrances by way of Registered Deed of Development Agreement vide Book no. -I, C.D. Volume No.1605-2020, Pages from 87 to 141 being No. 160507399 for the year 2020 and Registered Development Power of Attorney vide Book No. I, CD Volume No. 1605-2020, Pages from 607 to 636, being No.160507401 both Registered at A.D.S.R.-Alipore, South 24-Parganas for the year 2020 by the owners Sri Narayan Chandra Ghosh, Smt. Tapashi Shosh, Sri. Subhajit Ghosh, & Sri. Arijit Ghosh. The area is butted and bounded as follows:-

By the North :- Bank Gardens

By the South:- 19 ft wide KMC Road and Balance Property of the Vendors

By the East:- 234, Postal Park and Balance Property of the Vendors

By the West :- 236 , Postal Park and 237, Postal Park, Roynagar.

AND

(1) SRI NARAYAN CHANDRA GHOSH (PAN : AGXPG8064F) son of Late Haran Chandra Ghosh , **(2) SMT TAPASHI GHOSH** (PAN :AGWPG7267K) wife of Sri Narayan Chandra Ghosh ,**(3) SRI SUBHAJIT GHOSH** (PAN :BNYPG7448E) son of Sri Narayan Chandra Ghosh, and **(4) SRI ARIJIT GHOSH** (PAN :BUFPG5096L) son of Sri Narayan Chandra Ghosh, all by Nationality – Indian, by faith - Hindu, by occupation No.(1) and (2) Business, No.(3) Service and (4) – Student, all are residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700 075 , hereinafter referred to as the **“OWNERS” i.e absolute and lawful collective owners of** all that RayatiDhakhhalioSatta Bastu land at Premises No.39/1, Madhya Para, Assessee No. 31-112-11-0515-2 , Ward No.112 under Kolkata Municipal Corporation, P.O. & P.S. Bansdrani, Kolkata- 700070, Mouza - Roynagar, Dag No.201, Khatian No.428, J.L. No.47, measuring 1 Bigha 00 (zero) Cottah 04 (four) Chittaks 37 (thirty seven) Sq.Ft. be the same or a little more or less along with a Tin roofed with cemented floor semi pucca building having an area of 720 sq.ft. more or less and 2(two) outside toilets having an area of 104 sq.ft. more or less about 12 years old free from all encumbrances way of deed of sale which was executed on 11th August, 2017 by Sri Tapan Kumar Banerjee and 4(Four)others and registered before the office of the A.D.S.R. Alipore, 24 Parganas(South), West Bengal

,recorded in Book no.1, CD Volume no. 1605-2017,, pages from 138642 to 138677, being no. 160505083 for the year 2017.

A. All the owners herein Sri Narayan Chandra Ghosh, Smt. Tapashi Ghosh, Sri. Subhajit Ghosh, & Sri. Arijit Ghosh entered into Registered Deed of Development Agreement executed on 23rd day of December,2019, Registered at A.D.S.R.-Alipore, South 24-Parganas and recorded in Book no. -I,. C.D. Volume No.1605-2020, Pages from 87 to 141 being No. 160507399 for the year 2020 and simultaneously a Registered Development Power of Attorney executed on 23rd December, 2019 and registered on 02.01.2020 vide Book No. I, CD Volume No. 1605-2020, Pages from 607 to 636, being No.160507401 Registered at A.D.S.R.-Alipore, South 24-Parganas for the year 2020, with **M/S. T.N.ASSOCIATE(PAN: AADFT 8733E)** a partnership firm having its office at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 , represented by its partners **(1) SRI NARAYAN CHANDRA GHOSH (PAN: AGXPG8064F)** son of Late Haran Chandra Ghosh , by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park, P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075 and **(2) SMT TAPASHI GHOSH(PAN: AGWPG7267K)** wife of Sri Narayan Chandra Ghosh by Nationality – Indian, by faith - Hindu, by occupation - Business, residing at 1901, Mukundapur , E-20, Sammilani Park , P.O. Santoshpur, P.S.:- Survey Park, Kolkata-700075,

B. The Said Land is earmarked for the purpose of building of residential project, comprising G+V storied building together with several flat/s & car parking space/s at Premises No. 39/1 Madhyapara, P.O. & P.S. Bansdroni, Kolkata- 700070 The said project shall be known as **“SANCTUM PALACIO”**

C. The Promoter/ Builder/ Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/ Builder/ Developer regarding the Said Land on which Project is to be constructed have been completed;

D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project *vide* approved plan bearing building permit no.2020110233 dated 26.11.2020 of Borough-XI

E. The Promoter/ Builder/ Developer has obtained the final layout plan approvals for the Project from The Kolkata Municipal Corporation. The Promoter/ Builder/ Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter/ Builder/ Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

G. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of ____ square feet, type _____, on ____ floor in the said “**Building**” along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [*Please insert the location of the garage/closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as _ _ _ _ _);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. _____ [*Please enter any additional disclosures/details*]

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/ Builder/ Developer hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G;

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

1. The Promoter/ Builder/ Developer shall construct the said building consisting of Ground plus Five on the project land in accordance with the plans, designs and specification as approved by the concerned local authority from time to time. Provided that the Promoter/ Builder/ Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modification which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/ Builder/ Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the flat/ parking space as specified in para G;

1.2(a) The Total Price for the flat/ parking space on the carpet area is Rs. _____
(Rupees _____ only.

(b) The Allottee has paid 10% of total consideration a sum of Rs, _____
(Rupees _____ only) as booking amount being part payment of the said flat/parking space at the time of application the receipt of which the Promoter/ Builder/ Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the flat/ parking as prescribed in the Payment Plan as may be demanded by the Promoter/ Builder/ Developer within

the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

FLAT description with total Price break up:

Flat No	Type	Floor	Carpet area in Sq.ft	Rate Per Sq.ft	Net Amount
	2-BHK				
	3-BHK				

PARKING description with total Price break up:

Parking No	Floor	Carpet area in Sq.ft	Rate Per Sq.ft	Net Amount
	Gr.	134.55		

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter/ Builder/ Developer towards the flat/ parking.

(iii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/ Builder/ Developer by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/ Builder/ Developer) up to the date of handing over the possession of the flat/ parking. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter/ Builder/ Developer shall be increased/reduced based on such change / modification;

(iv) The Promoter/ Builder/ Developer shall periodically intimate to the Allottee, the amount payable as stated in (ii) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter/ Builder/ Developer shall provide to the Allottee the details of the taxes

paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(v) The Total Price of flat/ parking includes *pro rata* share in the Common Areas as provided in the Agreement.

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

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

1.5 The Promoter/ Builder/ Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ ____%per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/ Builder/ Developer.

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

1.7The Promoter/ Builder/ Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and

the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/ Builder/ Developer. If there is any reduction in the carpet area within the defined limit then Promoter/ Builder/ Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter/ Builder/ Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter/ Builder/ Developer agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

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

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

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

1.11 If the Promoter/ Builder/ Developer fails to abide by the time schedule for completing the project and handing over the flat to the allottee, the Promoter/ Builder/ Developer agrees to pay to the Allottee, which does not intend to withdraw from the project, interest as specified in the Rule, on all the amount till date paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter/ Builder/ Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter/ Builder/ Developer under the terms of this Agreement from the

date the said amount is payable by the Allottee/s to the Promoter/ Builder/ Developers.

1.12 Without prejudice to the right of Promoter/ Builder/ Developer to charge interest in terms of sub clause 1.12 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter/ Builder/ Developer under this Agreement (include his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Allottee committing three defaults of payment of instalments, the Promoter/ Builder/ Developer shall at his own option, may terminate this Agreement. Provided that, the Promoter/ Builder/ Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter/ Builder/ Developer within the period of notice then at the end of such notice period, Promoter/ Builder/ Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter/ Builder/ Developer shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter/ Builder/ Developer) within a period of thirty days of termination, the instalment of sale consideration of the said flat which may till then have been paid by the Allottee to the Promoter/ Builder/ Developer.

1.13 The fixtures and fitting with regard to the flooring and sanitary fittings and amenities like one or more lift with particular brand to be provided by the Promoter/ Builder/ Developer in the said building and the Apartment are set out in **Schedule-D**

1.14The Promoter/ Builder/ Developer shall give possession of the said flat to the Allottee on or before 30th day of June 2024

1.15 If Promoter/ Builder/ Developer fails to neglects to give possession of the said flat to the Allottee on account of reason beyond his control and of his agents by the aforesaid date then the Promoter/ Builder/ Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the flat with interest at the same time rate as may mentioned in clause 4.1 herein above from the date the Promoter/ Builder/ Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter/ Builder/ Developer shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion, or act of God, (ii) lock down by infected disease (iii) any notice, order, rule, notification of Government and / or other public or competent authority/ court.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter/ Builder/ Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter/ Builder/ Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **T.N. ASSOCIATE** payable at **AXIS BANK LTD., GARIA BRANCH, KOLKATA-700084.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/ Builder/ Developer with such permission, approvals which would enable the Promoter/ Builder/ Developer to fulfil its obligations under this Agreement. Any refund, transfer of

security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter/ Builder/ Developer accepts no responsibility in this regard. The Allottee shall keep the Promoter/ Builder/ Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter/ Builder/ Developer immediately and comply with necessary formalities if any under the applicable laws. The Promoter/ Builder/ Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/ Builder/ Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the Promoter/ Builder/ Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/ Builder/ Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter/ Builder/ Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of essence for the Promoter/ Builder/ Developer as well as the Allottee. The Promoter/ Builder/ Developer shall abide by the time schedule for completing the project and handing over the flat/ parking to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/ Builder/ Developer as provided in **Schedule-B("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

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

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said flat/ parking The Promoter/ Builder/ Developer agrees and understands that timely delivery of possession of the flat/ parking is the essence of the Agreement. The Promoter/ Builder/ Developer, based on the approved plans and specifications, assures to hand over possession of the flat/ parking on 30th June, 2024, unless there is delay or failure due to war, flood,

drought, fire, cyclone, earthquake, lockdown by infected germ or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter/ Builder/ Developer shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter/ Builder/ Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/ Builder/ Developer shall refund to the Allottee the entire amount received by the Promoter/ Builder/ Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter/ Builder/ Developer and that the Promoter/ Builder/ Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession –

(a) The Promoter/ Builder/ Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/ Builder/ Developer shall give possession of the [Apartment/Plot] to the Allottee. The Promoter/ Builder/ Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/ Builder/ Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/ Builder/ Developer association of Allottees, as the case may be. The Promoter/ Builder/ Developer on its behalf shall offer the possession to the Allottee in writing within 7 (Seven) days of receiving the occupancy certificate* of the Project.

(b)The Allottee shall take possession of the flat within fifteen days of the written notice from the Promoter/ Builder/ Developer to the Allottee intimating that the said flat and the Apartment are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter/ Builder/ Developer as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter/ Builder/ Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/ Builder/ Developer shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter/ Builder/ Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his Allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter/ Builder/ Developer, the Promoter/ Builder/ Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter/ Builder/ Developer to the allottee within 45 days of such cancellation.

7.6 Compensation –

The Promoter/ Builder/ Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter/ Builder/ Developer fails to complete or is unable to give

possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/ Builder/ Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter/ Builder/ Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ BUILDER/ DEVELOPER

The Promoter/ Builder/ Developer hereby represents and warrants to the Allottee as follows:

(i) The Promoter/ Builder/ Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter/ Builder/ Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the flat/ parking;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat/ parking are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/ Builder/ Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and flat/ parking and common areas;

(vi) The Promoter/ Builder/ Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter/ Builder/ Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said flat/ parking which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter/ Builder/ Developer confirms that the Promoter/ Builder/ Developer is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter/ Builder/ Developer shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter/ Builder/ Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or

served upon the Promoter/ Builder/ Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter/ Builder/ Developer fails to provide ready to move in possession of the flat/ parking to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter/ Builder/ Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter/ Builder/ Developer under the conditions listed above, Allottee is entitled

to the following:

(i) Stop making further payments to Promoter/ Builder/ Developer as demanded by the Promoter/ Builder/ Developer. If the Allottee stops making payments, the Promoter/ Builder/ Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/ Builder/ Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/ Builder/ Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the flat/ parking.

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

(i) In case the Allottee fails to make payments for three consecutive demands made by the Promoter/ Builder/ Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter/ Builder/ Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond ___ consecutive months after notice from the Promoter/ Builder/ Developer in this regard, the Promoter/ Builder/ Developer shall cancel the allotment of the flat/ parking in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter/ Builder/ Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance has been included in the Total Price of the flat/ parking [*Insert any other clauses in relation to maintenance of project, infrastructure and equipment*]

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/ Builder/ Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/ Builder/ Developer within a period of 5 (five) years by the Allottee from the date of handingover possession, it shall be the duty of the Promoter/ Builder/ Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/ Builder/ Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the flat/ parking its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further

undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and loadbearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/ Builder/ Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a flat/ parking with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has takenover for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter/ Builder/ Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. PROMOTER/ BUILDER/ DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter/ Builder/ Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West-Bengal Ownership Act.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter/ Builder/ Developer does not create a binding obligation on the part of the Promoter/ Builder/ Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/ Builder/ Developer. If the Allottee(s) fails to execute and deliver to the Promoter/ Builder/ Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/ Builder/ Developer, then the Promoter/ Builder/ Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter/ Builder/ Developer through its authorized signatory at the Promoter/ Builder/ Developer's Office, or at some other place, which may be mutually agreed between the Promoter/ Builder/ Developer and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter/ Builder/ Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES

That all notices to be served on the Allottee and the Promoter/ Builder/ Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/ Builder/ Developer by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

T.N. ASSOCIATE(Promoter/ Builder/ Developer name)1901 Mukundapur, E-20, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075,(Promoter/ Builder/ Developer Address)It shall be the duty of the Allottee and the Promoter/ Builder/ Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/ Builder/ Developer or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter/ Builder/ Developer to the Allottee whose name appears first and at the

address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

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

33. STAMP DUTY AND REGISTRATION: The charges towards stamp duty, Registration fees and Advocate remuneration shall be borne by the Allottee.

34. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Disclosure: There are no other terms and conditions as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

SCHEDULE 'A'

(ENTIRE PLOT)

All that duly demarcated piece and parcel of BASTU land at Premises No.39/1, Madhya Para, Assessee No. 31-112-11-0515-2 , Ward No.112 under Kolkata Municipal Corporation, P.O. & P.S. Bansdrani, Kolkata- 700070, Mouza - Roynagar, Dag No.201, Khatian No.428, J.L. No.47, measuring 1 Bigha 00 (zero) Cottah 04 (four

) Chittaks 37 (thirty seven) Sq.Ft. be the same or a little more or less along with a Tin roofed with cemented floor semi pucca building having an area of 720 sq.ft. more or less and 2(two) outside toilets having an area of 104 sq.ft. more or less about 12 years old .

The area is butted and bounded as follows:-

By the North :- Bank Gardens

By the South:- 19 ft wide KMC Road and Balance Property of the Vendors

By the East:- 234, Postal Park and Balance Property of the Vendors

By the West :- 236 , Postal Park and 237, Postal Park, Roynagar.

SCHEDULE 'B'(The Flat / parking under the Agreement)

ALL THAT the said **flat no. " _ _ _ "** at **_ _ _ Floor**, **_ _ _ _ _** facing of the building constructed at Premises No.39/1 Madhyapara, Mouza:- Roynagar, P.O. & P.S. Bansdrani, Kolkata 700070 comprising **_ _ _**bed rooms, **_ _ _** living cum dining, 1(one) kitchen, 1 (one) toilet, 1 (one) W.C., **EXCLUDING**1(one) veranda measuring **_ _ _ _ _**Sq.ft. more or less Carpet Area and one covered/open car parking space measuring **_ _ _ _ _** being No.**_ _ _ _ _** at Gr. Floor as per enclosed layout/plan of the said flat and parking space.

SCHEDULE 'C' PAYMENT PLAN BY THE ALLOTTEE

The Promoter/ Builder/ Developer admits and acknowledges receipt of the sum of **Rs. _ _ _ _ _ (Rupees _ _ _ _ _ only)**.And the Allottee/s agree to make the balance payment to the Promoter/ Builder/ Developer in the manner stated here in below.

**The Schedule of payment of balance consideration amounting to Rs. ___
 ___ (Rupees _____ Only) which shall be paid by
 the Allottee/s to the Promoter/ Builder/ Developer by following way.**

1. 15% within 7 days on or before _____ **Rs. _____**
 after completion of Plinth
2. 20% within 7 days on or before _____ **Rs. _____**

 after completion of all slab casting
3. 20% within 7 days on or before _____ **Rs. _____**
 after completion of all walls, internal plaster, floorings,
 doors and windows of the said apartment
4. 10% within 7 days on or before _____ **Rs. _____**

 after completion of sanitary fittings, staircases, lift wells, lobbies
5. 10% within 7 days on or before _____ **Rs. _____**

 After completion of external plumbing and external plaster,
 elevation, terrace with waterproofing,
6. 5% within 7 days on or before _____ **Rs. _____**

 of inside plaster, inside plumbing, door frame fixing.
7. 10% within 7 days on or before _____ **Rs. _____**

 the lift, water pumps, electrical fittings, entrance lobby,
 plinth protection, paving of areas appertain and all other
 requirements as may be mentioned in the Agreement
8. 5% within 7 days on or before _____ **Rs. _____**
 after completion of floor fixing, inside electric fittings
9. Balance 5% Amount at the time of handing over of possession **Rs. _____**

 of the said flat/apartment to the Allottee on or after receipt of
 Occupancy certificate or completion certificate

Rs. _____

(Rupees _____ Only)

SCHEDULE "D" (Specifications)

The building will be constructed as per sanctioned plan with some modifications and alteration for betterment of the internal arrangements subject to the rules and regulations of KMC.

- i) R.C.C. frame structure of column – beams and slabs as per sanction plan.
- ii) Brick Wall – All exterior work shall be 200 mm thick with bricks of approved quality in C.M. (1:5). All partitions shall be 125mm / 75mm thick with bricks of approved quality in C.M. (1:4).
- iii) Toilet & W.C. - Necessary sanitary and plumbing fitting and water connection in toilet (a) Cold and hot water line with Fittings (toilet), (b) Geezzer point (at toilet), (c) Wash basin (white) one, (d) Shower, (e) Two taps, (f) Commode and PVC flash (W.C.).
- iv) Main Entrance of the building – M.S. Grill gate of the building.
- v) Stair and landing – White Marble flooring/Antiskid floor tiles
- vi) Plaster – External and Internal plaster shall be strong-based sand, cement plaster.,
- vii) Flooring – The flooring will be of off-white base (2'-0"X 2'-0")Vitrified Tiles with 4" skirting on all sides.
- viii) Toilet and Kitchen Floor and Wall – Toilet floor will be antiskid floor (1'X1')tiles and Toilet wall will be glazed tiles at the height of 6 ft. from floor.
- ix) Door, Frame and Windows – The main door will be of Quality wooden flash door with a night latch with oil painted and other inside doors will be of also quality wooden flash door with handle, hinges and oil painted. All door-frames shall be wooden (Sal). All windows shall Aluminum sliding Pallah with black glass (4 mm) along with plane front grill.
- x) Kitchen – The kitchen will have a cooking platform with Granite top , sink (steel) with water connection. Two points with bib cocks will be provided in the kitchen. Glazed tiles will be in front of cooking base (6'-0" x 2'-6").
- xi) Interior walls coats – All the interior walls will be finished with plaster of Paris.

- xii) Water Tanks – The Promoters/Builders / Developers shall arrange regular supply of water from K.M.C Water supply through underground reservoir and overhead water tank only.
- xiii) Electric wiring / installation –Concealed wiring with main lines through ploy pipes, switch boards
- (a) Bed room: 2 light points, 1 fan points one 5amp socket (Master Bed)
 - (b) Liv/din: three light points, 2- fan points, two 5amp socket, one 15amp freeze point, one 5amp TV socket,
 - (c) Kitchen: one light point, one exhaust fan point, two 5amp socket & one 15 amp socket.
 - (d) Toilet : one light point, one exhaust fan point, one 15 amp socket
 - (e) W.C.: - one light point, one exhaust fan point, (f) Verandah: one light point
 - (g) Calling Bell.Switch brand –ISI brand.
- xiv) LIFT: Kone or any equivalent
- xix) **Extra work:**--Extra work will be executed by the Promoter / Builder / Developer after the amount corresponding to the extra work is paid by the Purchaser/s and the amount paid in advance.
1. Any A.C. point, 2.Any type of box grill and Collapsible Gate.
 3. Any type of extra work / points made/ executed except developer's contribution.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and

Signed this Agreement for sale at KOLKATA.In the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____



(1) _____ (Photograph)



(2) _____ (Photograph)

Sig. of Allottee: (including joint buyers)

2. Signature _____

Name _____

Address _____



T.N. ASSOCIATE

(Authorized Signatory)

(Photograph)

Sig. of Promoter/ Builder/ Developer

Drafted By:

Typed By:

T. N. ASSOCIATE
Narayan Chandrasekhar
Partner