

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**AGREEMENT**") EXECUTED ON THIS
THE DAY OF , 2026 (TWO THOUSAND
AND TWENTY SIX) A.D.

BY AND BETWEEN

(1) SRI RAMESHWAR MISHRA (PAN AEVPM 3976 J), son of Late Bhairav Nath Mishra alias Bhairav Nath Mishra, by occupation Business, AND (2) SRI KAMESHWAR MISHRA (PAN AEUPM 4222 Q) son of Late Bhairav Nath Mishra alias Bhairav Nath Mishra, by occupation Business,-- both are by religion Hindu, by nationality Indian, residing at 209/2, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Jadavpur, Kolkata 700033, District South 24 Parganas, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the context shall mean and include their respective heirs, successors, executors, administrators, legal representatives, assignees and persons, deriving title under them) of the FIRST PART and the Land Owners herein named being represented by their Constituted Attorney namely SRI INDER KUMAR SADHWANI (PAN AIOPS 9982 K), son of Late SirumalSadhvani, by religion Hindu, by nationality Indian, by occupation Business and residing at 3, Hari Das Dawn Road, Post Office New Alipore, Police Station Behala, Kolkata – 700053, District: South 24 Parganas, being one of the Partners/Authorized Signatory of BIG BRICKS DEVELOPERS, a Partnership Firm, having its registered Office at 1, Jyotish Roy Road, Post Office New Alipore, Police Station Behala, Kolkata 700053, District South 24 Parganas, by virtue of Development Power of Attorney dated 07.06.2023, which has been registered at the Office of the District Sub – Registrar – IV at Alipore and recorded in Book No. I, Volume No. 1604 – 2023, from 211129 to 211150 Pages and Being Deed No. 160406905 for the year 2023.

A N D

BIG BRICKS DEVELOPERS, a Partnership Firm, having its registered Office at 1, Jyotish Roy Road, Post Office New Alipore, Police Station Behala, Kolkata 700053,

District South 24 Parganas, and being represented by one of the Partners/Authorized Signatory namely SRI INDER KUMAR SADHWANI (PAN AIOPS 9982 K), son of Late Sirumal Sadhwani, by religion Hindu, by nationality Indian, by occupation Business and residing at 3, Hari Das Dawn Road, Post Office New Alipore, Police Station Behala, Kolkata – 700053, District: South 24 Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successor-in-office, administrators, legal representatives and assigns) of the SECOND PART.

AND

SRI _____ (PAN : _____), son of _____, by occupation _____, by religion Hindu, by nationality Indian and residing at _____, Kolkata –

_____, hereinafter called and referred to as the PURCHASER (which term or expression unless excluded by or repugnant to the context shall mean and include his/her /their heirs, successors, administrators, executors, legal representatives, assignees etc.) of the THIRD PART.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

Originally Gunamani Safui was the absolute owner of ALL THAT the land measuring an area of 53.30 acres comprised in C.S. Dag Nos. 410, 412, 414, 411 and 404 under C.S. Khatian No. 159, within Mouja Madurdaha, Touzi No. 2998, J.L. No. 12, Police Station Sadar Tollygunge, District 24 Parganas now South 24-Parganas;

The said Gunamani Safui died leaving his only son Kadar Nath Safui as his only heirs and legal representatives in respect of the properties left by the said Gunamani Safui;

The said Kadar Nath Safui had eight sons - Bankim Chandra Safui, Pran Krishna Safui, Upen Safui, Dhiren Safui, Sashi Bhusan Safui, Raj Krishna Safui, Kashab Chandra Safui and Jogendra Safui;

The said Kashab Chandra Safui died leaving his two sons Sarat Chandra Safui and Nirmal Chandra Safui;

The said Gunamani Safui and his only son Kadar Nath Safui died before the C.S. Settlement operation was finally published, effected and published and the name of Bankim Chandra Safui was only recorded in Column No. 13 of the C.S. 805, Record of Rights as Executor to the estate of Gunamani Safui in respect of the aforesaid C.S. Plots of land spread over the said Mouja Madurdaha.

ALL the heirs of said Gunamani Safui made amicable partition of the properties left by Gunamani Safui on the basis of the registered Deed of Partition dated 23.03.1942 and the said Deed of Partition was recorded in Book No. I, Volume No. 16 at Pages 216 to 275, Being No. 465, for the year 1942 and registered at the Office Sadar Sub-Registrar at Alipore and in terms of the said Deed of Partition, the said Sarat Chandra Safui and Nirmal Chandra Safui, both sons of Late Kashab Chandra Safui and great grandsons of Gunamani Safui got absolutely and forever of the properties mentioned in the Schedule "Chha" of the said partition deed, which included the land measuring 53.58 acres comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417 under C.S. Khatian No. 159 corresponding to R.S. Khatian No. 153/1 of Mouza: Madurdaha, in their share and allotment.

The said Sarat Chandra Safui and Nirmal Chandra Safui both sons of Late Kashab Chandra Safui were jointly became the absolute owners of the aforesaid properties and also paying rates and taxes and seized and possessed of the said property till their lifetime and sufficiently entitled to the said property in its indefeasible estate of inheritance.

The said Nirmal Chandra Safui died intestate on 17.08.1970 leaving his widow Smt. Urmila Safui and two sons Sasanka Safui alias Haru Murari Safui and two daughters Swapna Safui and Hena Safui as his only heirs and legal representatives;

The said Smt. Urmila Safui and Sasanka Safui alias Haru, Murari Safui, Swapna Safui and Hena Safui were jointly enjoying the property left by their predecessor Nirmal Chandra Safui, since deceased along with Sarat Chandra Safui of the properties mentioned in the Schedule "Chha" of the Partition Deed dated 23.03.1942, which included the land measuring 53.58 acres, comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417, under C.S. Khatian No. 159 corresponding to R.S. Khatian No. 153/1 of Mouza: Madurdaha;

And while seized and possessed of the aforesaid landed property on 14.08.1974, the said Smt. Urmila Safui and Sasanka Safui alias Haru, Murari Safui, Swapna Safui and Hena Safui along with Sarat Chandra Safui jointly sold, transferred and conveyed at a valuable consideration mentioned therein to SRIMATI BELA RANI DAS, wife of Sri Hari Pada Das, by religion Hindu, by Nationality Indian, by occupation Business, residing at 76, Dakshin Purbachal Road, Police Station: Kasba, Kolkata: 700078, District : 24-Parganas, the Vendor herein of ALL THAT the land measuring an area of Seven Bighas Ten Cottahs One Chittack be the same a little more or less in Block No. A/1, Block No. B/1, comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417 under C.S. Khatian No. 159, corresponding to R.S. Khatian No. 153/1 of Mouza: Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana : Khaspur, within Police Station Sadar Tollygunge thereafter Tiljala, District 24-Parganas now District 24-Parganas (South) by a Deed of Conveyance dated 14.08.1974 registered in the Office of District Sub-Registrar at Alipore and was recorded in Book No. I, Volume No. 167, at Pages 25 to 39, Being No. 5999 for the year 1974;

After purchase SRIMATI BELA RANI DAS mutated her name in the records of J.L.R.O., Behala vide mutation Case No. 584 (T) of 74-75/9-11 dated 07.02.1975 and paid the rents and taxes to the Government.

The said SRIMATI BELA RANI DAS, while seized and possessed of the aforesaid land measuring an area of Seven Bighas Ten Cottahs One Chittak be the same a little more in Block No. A/1, Block No. B/1, comprised in C.S. Dag No. 411, corresponding to R.S. Dag No. 417 under C.S. Khatian No. 159, corresponding to R.S. Khatian no. 153/1, of Mouza: Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, within Police Station Sadar Tollygunge thereafter Tiljala, District: 24-Parganas now District 24-Parganas (South) prepared a Scheme Plan, divided the land into different plots for selling land and prepared adjacent roads thereto, to the different purchasers, of ALL THAT the land measuring 6 Bighas 10 Cottahs 9 Chittaks 44 Square Feet more or less out of Seven Bighas Ten Cottahs One Chittak during the period from 1976 to 1977 and retain herself remaining 19 Cottahs 7 Chittaks 1 Square Feet of land more or less.

There-after the said Smt. Bela Rani Das, while seized and possessed of ALL THAT the land measuring an area of nineteen cottahs seven chittaks one square feet of land free from all encumbrances comprised in C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, within Police Station Tiljala, Additional District Sub-Registry Office Sealdah, District 24-Parganas now South 24-Parganas, mutated her name in the record of the Corporation of Kolkata and the said property has been assessed and numbered as Premises No. 298, Hossainpur, Police Station Tiljala, Kolkata 700107, within Ward No. 108 of the Kolkata Municipal Corporation;

The aforesaid Smt. Bela Rani Das, while seized and possessed of ALL THAT the land measuring an area of 19 Cottahs 7 Chittaks 1 Square Feet be the same little more or less lying, situate at and being Premises No. 298, Hossainpur, Police Station Tiljala, Kolkata 700107, sold 6 cottahs 8 chittaks 5 square feet of land being Plot Nos. 9 and 10 and 6

Cottahs 7 Chittaks 22 Square Feet being Plot Nos. 4 and 5 within Block A-1 total thirteen Cottahs twelve Square Feet out of nineteen Cottahs seven Chittaks one Square Feet, free from all encumbrances and retain herself remaining 6 Cottahs 6 Chittaks 34 Square Feet of land more or less comprised in C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being Premises No. 298, Hossainpur, Police Station Tiljala, Kolkata 700107, within Ward No. 108 of the Kolkata Municipal Corporation, Additional District Sub-Registry Office Sealdah, District South 24-Parganas;

The aforesaid Srimati Bela Rani Das, wife of Hari Pada Das, the Vendor herein while seized and possessed of ALL THAT the land measuring an area of six Cottahs six Chittaks Thirty four Square Feet of land, free from all encumbrances comprised in C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Collectorate Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being 298, Hossainpur, Police Station Tiljala, Kolkata -700107, within Ward No. 108 of the Kolkata Municipal Corporation, constructed a tile shed brick built structures on a portion of the land.

Thereafter the said Srimati Bela Rani Das, on receipt of the said fair consideration amount, sold and / or conveyed all that the piece and parcel of land measuring about 06 Cottahs and 06 Chittacks and 34 Sq.Ft., C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. Dag No. 417, R.S. Khatian No. 153/1 of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being 298, Hossenpur, Police Station Tiljala, Kolkata -700107, within Ward No. 108 of the Kolkata Municipal Corporation, to and in favour of Sri Rameshwar Mishra and Kameshwar Mishra, by virtue of execution and registration of the Deed of Conveyance dated 01.04.2005. The said Deed was registered at

the Office of the District Sub Registrar – III at Alipore and recorded in Book No. I, volume No.6, from 882 to 923 Pages and being Deed No. 2540 for the year 2005.

On and from the date of purchase of the said property, the said Sri Rameshwar Mishra and Kameshwar Mishra have become the joint and absolute Owner and Possessor of the above mentioned property and also started to possess and enjoy the same solely and absolutely and without any disturbance and / or hindrance from anybody and free from all encumbrances and thereby recorded their names in the B.L. & L.R.O. and their names have been recorded under L.R. Khatian No. 1069 and 1070 vide L.R. Dag No. 417 and thereafter mutated their names in the books and records of the Kolkata Municipal Corporation under Ward No. 108 and the said Property has started to be known and numbered as the KMC Premises No. 298, Hossenpur, Kolkata 700107 and assessed under Assessee No. 31-108-04-0524-1 and thereby paying taxes and other payables to the concerned Authorities regularly.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Sri Rameshwar Mishra and Kameshwar Mishra, being the Land Owners herein-named, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi – storied building there on their Schedule mentioned land property out of Schedule property, have entered into a Development Agreement on 07.06.2023 with the above named Developer namely SRI INDER KUMAR SADHWANI, being one of the Partners/Authorized Signatory of BIG BRICKS DEVELOPERS, to construct a multi storied building thereon the said property. The said Deed has been registered at the Office of the District Sub Registrar – IV at Alipore and recorded in Book No. I, Volume No. 1604-2023, from 210461 to 210489 Pages and Being No. 160406898 for the year 2023 and on the same date, i.e., on 07.06.2023, they have entered into a Development Power of Attorney and the said Deed has been registered at the Office of the District Sub Registrar – IV at Alipore and recorded in Book

No. I, Volume No. 1604-2023, from 211129 to 211150 Pages and Being No. 160406905 for the year 2023.

SUBSEQUENTLY, the said Land Owners herein-named, have entered into a Supplementary Agreement on 19.03.2025 with the above named Developer namely SRI INDER KUMAR SADHWANI, being one of the Partners/Authorized Signatory of BIG BRICKS DEVELOPERS, to construct a multi storied building thereon the said property. The said Deed has been registered at the Office of the District Sub Registrar – IV at Alipore and recorded in Book No. I, Volume No. 1604 – 2025, from 75859 to 75872 Pages and Being No. 160402666 for the year 2025.

AND WHEREAS with the initiation of the Developer Concern, a Building Plan of G + IV storied Building has been sanctioned after complying all the required formalities from the Competent Authority of The Kolkata Municipal Corporation vide B. P Number _____ dated _____ of Borough _____.

AND WHEREAS in accordance with the said Sanctioned Building Plan, the Developer has started the work of construction deputing the Competent Engineer, Masons and Labours etc.

The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed;

The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated _____;

The Promoter has already applied for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority vide Application No. WBRERA / NPR – 002026 and subsequently the said Project has been Approved vide No. WBRERA / P / KOL / 2024 / 001712.

The Allottee had applied for an apartment in the Project vide application no. N.A. dated N.A. and has been allotted apartment no. _____, on the _____ side of the _____ Floor, having carpet area of about _____ () Sq. Ft. which is equivalent to _____ (_____) Sq. Ft. Super Built – Up Area, type G + IV storied building, 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 Schedule B);

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

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;

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;

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

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. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in Schedule 'C';

The Total Price for the [Apartment] based on the carpet area is Rs. _____/- (Rupees _____) only ("**Total Price**") along with GST as applicable (Give break up and description):

Block/Building/Tower no. _____N.A._____ Apartment no. B1 Type G + IV Floor _____(-----)	Rate of Apartment per square feet* Rs. _____/- per Sq. Ft. Carpet Area
	Rs. _____/- Per Sq. Ft. Rate Of The Flat Rs. _____/- Per Sq. Ft. Rate Of The Proportionate Share Of The Staircase, Lift Rs. _____/- Per Sq. Ft. Rate Of The Proportionate Share Of The other common areas + GST as applicable

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1 –N.A./-
Garage/Closed parking - 2	Price for 2 - N.A./-

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- (ii) The Total Price of the Flat is Rs. _____/-
- (iii) The Total Price above excludes Taxes (the Allottee, apart from the said consideration amount shall have to pay Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Allottee) up to the date of handing over the possession of the [Apartment]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iv) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter 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 [Apartment] includes: 1) pro rata share in the Common Areas; and 2) _____N.A._____ garage(s)/closed parking(s) as provided in the Agreement.

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 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 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.

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described 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 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.

The Promoter 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. If there is any reduction in the carpet area within the defined limit then Promoter 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 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.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (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 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 [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] 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 Allottee of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **ZENOVA** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter 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 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 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 therefor by such authority or person.

The Allottee shall pay a sum of Rs. _____/- (Rupees _____) only excluding GST as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter 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.

2.MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, 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 ' BIG BRICKS DEVELOPERS ' payable at Kolkata.

3.COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 with such permission, approvals which would enable the Promoter to fulfill 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.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter 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 immediately and comply with necessary formalities if any under the applicable laws. The Promoter 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 shall be issuing the payment receipts in favour of the Allottee only.

4.ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter 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 may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5.TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate (if any)* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment 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 as provided in Schedule C ("Payment Plan").

6.CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment] 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. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter 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 Kolkata Municipal Corporation Rules 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 shall constitute a material breach of the Agreement.

7.POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said [Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] within **24 (Twenty Four) months** from the date of execution of this Agreement, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake 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 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 to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from the date of cancellation of this Agreement. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the

Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment], 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 shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 03 days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] 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.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter 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.

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, the promoter herein is entitled to forfeit the booking amount paid for the allotment or Rs. _____/- (Rupees _____) only, whichever

is less. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Payment Schedule –

On execution of this Agreement	... Rs.	/-
On completion of the foundation	... Rs.	/-
On completion of first casting	... Rs.	/-
On completion of second casting	... Rs.	/-
On completion of third casting	... Rs.	/-
On completion of Brick Work and Plastering	... Rs.	/-
On completion of Flooring	... Rs.	/-
Balance amount of Rs.	/- within 24 (Twenty Four) months from the date of execution of this Agreement or at the time of execution and registration of the Deed of Conveyance, whichever is earlier.	

Compensation –

The Promoter 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 fails to complete or is unable to give possession of the [Apartment] (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 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], 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 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].

8.REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] 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 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 [Apartment];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter 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 [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not commit or committed to perform any actor thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter 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 [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter 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 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 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 in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9.EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] 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's business as a developer on account of suspension or revocation of it's registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter 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 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, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment].

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 two consecutive demands made by the Promoter 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 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 in this regard, the Promoter shall cancel the allotment of the [Apartment] 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, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] 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 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 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 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 [Apartment].

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 as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter'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] on the specific understanding that their 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 / 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 [Apartment] 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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the LILA BHABON (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 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] 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], 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] and keep the [Apartment], 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] 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 load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter 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 [Apartment] 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 taken over for occupation and use the said [Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment]/ at his/ her own cost.

18.ADDITIONAL CONSTRUCTIONS

The Purchasers hereby acknowledge and agree that the Promoter shall be entitled to make such additions, alterations, modifications, revisions and/or additional constructions in the Project as may be permitted under the applicable laws and as may be sanctioned by the competent authority, including the Kolkata Municipal Corporation, from time to time. In the event any additional floor(s), storey(ies), block(s), unit(s), structure(s) or any other construction is sanctioned and approved by the competent authority in accordance with the prevailing building rules, regulations and applicable laws, the Purchasers shall have no objection whatsoever to the same and shall be deemed to have irrevocably consented thereto. The Purchasers undertake not to raise any claim, dispute, objection, demand or challenge before any authority, court, tribunal or forum in respect of such sanctioned construction and shall execute, sign and furnish all such applications, declarations, consents, no-objection certificates and other documents as may be reasonably required by the Promoter for obtaining or implementing such approvals.

Provided, however, that such additions or additional constructions shall be carried out strictly in accordance with the sanction(s) and approval(s) granted by the competent authority and the applicable provisions of law in force from time to time. The Purchasers acknowledge that no separate consent shall be required from them for any such sanctioned additional construction.

19.PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/ 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/Building].

20.APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21.BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter 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

[Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

25.WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set 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 in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter 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 thereunder 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 thereunder 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] bears to the total carpet area of all the [Apartments] 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 through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement may be registered at the office of the Sub-Registrar, if necessary. Hence this Agreement shall be deemed to have been executed at the Office of the Developer.

30.NOTICES

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

SRI _____, son of Sri _____, by occupation _____, by religion Hindu, by nationality Indian and residing at.....(Allottee Address)

BIG BRICKS DEVELOPERS, a Partnership Firm, having its registered Office at 1, Jyotish Roy Road, Post Office New Alipore, Police Station Behala, Kolkata 700053, District South 24 Parganas, and being represented by one of the Partners/Authorized Signatory namely SRI INDER KUMAR SADHWANI (PAN AIOPS 9982 K), son of Late Sirumal Sadhwani, by religion Hindu, by nationality Indian, by occupation Business and residing at 3, Hari Das Dawn Road, Post Office New Alipore, Police Station Behala, Kolkata – 700053, District: South 24 Parganas.

It shall be the duty of the Allottee and the promoter 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 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 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. 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.

SCHEDULE 'A' (TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of land, measuring about 06 Cottahs and 06 Chittacks and 34 Sq.Ft., C.S. Dag No. 411, C.S. Khatian No. 159, corresponding to R.S. & L.R. Dag No. 417, R.S. Khatian No. 153/1, corresponding to L.R. Khatian No. 1069 and 1070, of Mouza Madurdaha, J.L. No. 12, R.S. No. 212, Touzi No. 2998, Pargana Khaspur, being Scheme Plot Nos. 2 and 3 within Block No. A-1 lying, situate at and being 298, Hossepur, Police Station Tiljala, Kolkata -700107, within Ward No. 108 of the Kolkata Municipal Corporation, and assessed under Assessee No. 31-108-04-0524-1.

The property is butted and bounded by:

ON THE NORTH : 20'-00" wide K.M.C. Road;

ON THE SOUTH : Block A/1, Plot No. 1;

ON THE EAST : Block A/1, Plot No. 1;

ON THE WEST : Chowbagha Road.

SCHEDULE 'B'
(THE BUILDING)

ALL THAT the G + IV storied building, as per the B. P. Number - _____ dated _____ of Borough _____, consisting Flats, Car parking Spaces, Spaces and other units.

The name of the Building is **“ZENOVA”**.

The Lift Facility is provided within the building.

SCHEDULE 'C'
(THE FLAT TO BE SOLD UNDER THIS AGREEMENT FOR SALE)

ALL THAT the Self Sufficient Residential Flat, being No. _____, on the _____ side of the _____ Floor, having carpet area of about _____ (_____) Sq. Ft. which is equivalent to _____ (_____) Sq. Ft. Super Built – Up Area, type G + IV storied building, consisting of _____, of the G + IV storied building, along with the proportionate share and interest in the Land under the Building, to be constructed at the KMC Premises No. 298, Hossenpur, Kolkata 700107, Police Station Tiljala, District : South 24 Parganas, along with all other common facilities and amenities as set-forth in the Schedule 'D' hereunder, with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and

easement rights and liberties attached and due to the property under this Agreement, coupled with the common and individual duties and liabilities.

SCHEDULE 'D'

(COMMON AREAS AND FACILITIES RESERVED FOR THE FLATS / UNITS HOLDER WITH THE PREMISES)

ALL THAT the following portions shall be treated as common areas and facilities 1) Main Entrance Gate, 2) Passage, 3) Overhead water reservoir and the supply water line, 4) Underground water reservoir and water line from reservoir to overhead tank, 5) Rain Water Pipeline, 6) Soil Pipe lines and sewerage tanks (if any), 7) Meter Space and installation of the meters, 8) Boundary wall 9) Stair: Stair Case with handrails, Stair landings, 10) Drainage, 11) Earth pits and other earthling requirements and all other common areas and facilities 12) ultimate roof, 14) lift and lift machine room.

SCHEDULE 'E'

(COMMON EXPENSES)

- 1) Proportionate share of Insurance premium for insuring the said building.
- 2) Proportionate share of Expenses to maintain outside elevation if needed.
- 3) Proportionate share of Expenses to maintain lift and keep it running condition
- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.
- 5) The expenses of repairing, maintaining, painting, white-washing and colour washing the main structure of the building including the exterior of the building and also the common area of the building.
- 6) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and lift room, and other common areas.

- 7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- 8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land taxes, water taxes and other rates and taxes of said building.
- 9) All expenses of common services and in common with common areas and facilities.
- 10) Such expenses as are necessary for or incidental to the maintenance and up keeping of the building and of the common areas facilities and amenities.

SCHEDULE F ABOVE REFERRED TO:
(GENERAL SPECIFICATION)

R. C. C. STRUCTURE AS PER DESIGN

SURFACE FINISH:

Outside surface sand-cement plaster with durable weather coat paint, inside surface sand-cement plaster of paris finish.

FLOORING

Vitrified tiles (2' X 2') with skirting and margin in the bedroom, living cum dining, verandah, toilets and kitchen. In marble flooring with skirting and margin on stairs and lobbies.

DOORS

Flush doors in the main entrance as well as bedrooms to be hang on thick sal wood frame and PVC doors and frame will be fix in bathrooms.

WINDOWS:-

Aluminum sliding windows with glass penal having integrated grill will be provided

KITCHEN:

Cooking platform will be 18 inches of Granite top and 2 ft high porcelain tiles will be provided along with one steel sink with pillar cock will be provided.

TOILETS:

1. Concealed internal cold and hot water lines within G.1/HDPE pipes and fittings, geyser point will be provided.
2. Porcelain white European style commode with cistern and commode shower.
3. 1 shower, 2 taps of C.P. fittings (3-in-1 mixture fittings in bath room).
4. Porcelain white hand wash basin with pillar cock.
5. 7 ft high white porcelain tiles at the wall and PVC door.

PLUMBING & DRAINAGE:

1. Necessary drain, sewer lines, inspection pits whichever necessary duly connected to the septic tank.
2. Water pump with motor of requisite capacity.
3. PVC rain water pipes for roof under disposal.

PAINTING:

Weather coat paint will be used on outside walls and inside wall will be finished upto plaster of paris finish.

ELECTRIFICATION:

1. Concealed wiring with copper cable built with switchboard with modular switches will be provided.
2. 3 light points, 1 fan point 2 plug point (15 Amp.), 1 A.C. point in each bed room 3 light points. 2 fan points and 2 plug points in each living cum dining room (15 Amp.)
3. 1 light point, 1 exhaust fan point, 1 aqua guard point and 1 power point in kitchen.
4. 1 light point, 1 exhaust fan point, 1 fan point and 15 Amp Geyser point in each toilet.
5. CCTV

LIFT: one MRL lift (4/5 capacity passengers)

WATER SUPPLY:

Water will be provided through K.M.C water supply, One set of underground and overhead reservoir will be provided on the ultimate roof and electric pump will fetch the water from ground to roof water reservoir.

NOTE:

For any extra work other than the specifications the individuals have to bear the extra cost and / or difference of cost.

IN WITNESS WHEREOF the Parties herein have set & subscribe their respective signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF :

(1)

- As the constituted Attorney of:
1. RAMESHWAR MISHRA AND
2. KAMESHWAR MISHRA

SIGNATURE OF LAND OWNERS

(2)

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

DRAFTED AND PREPARED BY ME:

ADVOCATE,
ALIPORE JUDGES COURT,
KOLKATA - 700027.

R E C E I P T

RECEIVED from the Purchaser a sum of Rs. _____/- (Rupees _____) only out of the total price and / or consideration amount of Rs. _____/- (Rupees _____) only, as per the Memo below:-

MEMO OF CONSIDERATION



Paid by Cheque,

Total

Rs. _____/-

(Rupees _____) only.

W I T N E S S E S :

(1)

SIGNATURE OF THE DEVELOPER

(2)