

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE IS MADE ON THIS THE
TWO THOUSAND AND.....**

DAY OF

BETWEEN

(1) **M/S. G.M. ENCLAVE (P) LTD.** (having **PAN: AACCG3332L**) a Company within the meaning of the Companies Act 1956 having its registered office at AB – 9, Salt Lake City, Sector – 1, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, (2) **M/S. SHIVDHARA PROJECTS (P) LTD** (having **PAN: AANCS5897D**) a Company within the meaning of the Companies Act 1956 having its registered office at AB – 9, Salt Lake City, Sector – 1, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, both the abovenamed companies are being represented by it's common Director **MR. SANJEEB GUPTA** (having **PAN: ADUPG1777F**) son of Mr. Gopal Prasad Gupta, by Faith: Hindu, by Nationality: Indian, residing at BA-17, Salt Lake City, Sector – I, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, and (3) **M/S. INOX AGENCY (P) LTD** (having **PAN: AACCI1141F**) and (4) **M/S. BHANUPRIYA MARKETING (P) LTD.** (having **PAN: AADCB8177B**) both the Companies in SL. Nos. (3) & (4) within the meaning of the Companies Act 1956 having its registered office at AB – 9, Salt Lake City, Sector – 1, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, and both the companies are being represented by its common authorized signatory **MR. SANJEEB GUPTA** son of Mr. Gopal Prasad Gupta, by Faith: Hindu, by Nationality: Indian, residing at BA-17, Salt Lake City, Sector – I, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, hereinafter collectively referred to and called as the “**OWNERS-VENDORS**” (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its respective successor and successors at office, executors, administrator, representatives and assigns and nominee or nominees) of the **FIRST PART.**

A N D

M/S. MAHAMANI PROPERTIES PRIVATE LIMITED (having **PAN-AAICM4413A**) a Company duly registered and incorporated under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises No. BA-17, Salt Lake City, Sector –I, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata 700 064, being represented by its Director namely, **SRI SANJEEB GUPTA** (having **PAN: ADUPG1777F**), son of Sri Gopal Prasad Gupta, by faith – Hindu, by Nationality: Indian, by occupation – Business, residing at AB – 9, Sector – I, Salt Lake City, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064 hereinafter referred to and called as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **SECOND PART;**

A N D

(1) **SRI/SMT.....**, son/wife/daughter of SRI (having **PAN**), (2) **SRI/SMT.....**, son/wife/daughter of SRI....., by occupation, (having **PAN**), both by faith, both by Nationality Indian/s, both residing at the premises No. hereinafter referred to as the “**PURCHASER/S**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their successors, legal representatives, executors, administrators and assigns) of the **THIRD PART;**

ARTICLE – I

DEFINITIONS

The following terms and expressions used in these presents, shall unless the same be contrary and or repugnant to the subject or context have the specific following meanings:

1. **BUILDINGS**

Shall mean a Residential cum Commercial Buildings consisting of residential flats, commercial office spaces/units, shops and also car parking spaces to be constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owners-Vendors herein and to be practically executed by the Developer herein and shall include all constructions to be made on the premises from

time to time as per Sanctioned Plan and or necessary modifications to be regularized by the Developer through revised Sanctioned Plan.

- LAND**
- Shall mean the entire land being ALL THAT piece and parcel of land measuring an area of 33 Cottahs, 15 Chittacks and 03 Square Feet lying and situated at Mouza Panihati comprised in J.L. No. 10, R.S. Dag Nos.1114 & 1115, R.S. Khanda Khatian Nos. 2113, 2102, 2112, 1748, 1763, 1778, at present modified Khatian Nos.2245,2244, 2246, 2177, 2178 and thereafter New Modified Khatian Nos. 2272, 2275, 2274 & 2273, being present Municipal Holding No. 173F formerly 175F & 176F under Ward No. 13 within the ambit of Panihati Municipality, being Premises No. 143, Barrackpore Trunk Road, Kolkata -700114, P.S. Khardah, District-24-Parganas(North), morefully and particularly mentioned, described, explained, enumerated and provided in the **FIRST SCHEDULE** hereunder written.
- 3 **PROJECT**
- Shall mean an Enclave comprised of the said buildings in the nature of residential flats, commercial spaces and car parking spaces and collectively named **MEENA ICON** and in relation therewith the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building or buildings at and upon the said premises be completed and possession of the completed Unit/s / Flat/s / Car Parking Space/s / Commercial Spaces and Others be taken over by the Unit/Flat and occupiers.
- 4 **MUNICIPALITY**
- Shall mean the Panihati Municipality having the jurisdiction in respect of all municipal affairs including examination and granting sanction of plan/s for erection and construction of building/s on and over and in respect of all the holdings and properties under its jurisdiction including the subject land/property hereunder the First Schedule
- 5 **PLAN**
- Shall mean and authenticated documents showing the erection/construction of the subject building/s duly sanctioned / approved by the Panihati Municipality vide **B.P. SL. No. 514 Dated 06.09.2014** and shall also include variations/modifications, alterations therein that may be made by the Developer herein as well as all revisions, renewals and extensions thereof, if any
- 6 **THE FLAT**
- Shall mean a specified covered space constructed and finished in a habitable condition on the Floor in the 'Said Building' and described in Part – I of the Second Schedule and which is capable of being exclusively owned, used and/or enjoyed by the Purchaser/s herein for the residential purpose only togetherwith the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat as detailed and described in the **SECOND SCHEDULE** hereunder written.
- 7 **PARKING SPACE**
- Shall mean right to park small/medium size motor car in a space in the basement/ within Open Common Car Parking Zone in the **Southern** part of

the premises (particularly specified by the Developer for the Residential Unit Owner/s those who agree to acquire a Car Parking Space) and that may be enmarked by the Developer herein for Parking Cars on extra costs. The said Car Parking Space/s under the Part – II of the Second Schedule shall be allotted to the prospective purchaser/s and/or buyer/s sole discretion of the Developer.

- 8 **BUILT-UP AREA/COVERED:** Shall, according to its context, mean the plinth area of that Unit/Flat including the area of stair-case, landing with lifts space & lobby on the same floor whereon the said flat is situated and also the thickness of the outer walls, internal walls and pillars and also the thickness of the outer walls and also of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Second Schedule.
- 9 **CLUB FACILITIES AND OTHER AMENITIES** Shall mean a Club consisting of a Community Hall measuring approximately 1000 sq. ft. a little more or less for facilitating the meetings and conferences of the residents/owners of all the units togetherwith a Multi-Gym Centre measuring approximately 1000 sq. ft. a little more or less for facilitating the Club-Members for physical exercise by modern amenities as shall be provided by the Developer in the project upon the payment/s of the charges and necessary incidental/s thereof.
- 10 **ASSOCIATION** Shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owners-Vendors herein/ Developer herein and the representatives of the Purchaser/s herein of the Unit/s/Flat/s and be formed or incorporated at the instance of the Owners-Vendors herein/ Developer herein for the common purposes with such rules and regulations as shall be framed by the Owners-Vendors herein/ Developer herein.
- 11 **COMMON EXPENSES** Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purposes of the Unit/Flat and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges.
- 12 **COMMON PORTIONS** Shall mean the common areas and installations in the building and the premises, which are mentioned, described, enumerated and provided in the **THIRD SCHEDULE** hereunder written.
- 13 **COMMON PURPOSES** Shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners and occupiers relating to their mutual rights and obligations for beneficial use and enjoyment of their respective Unit/s/Flat/s exclusively and the common portions commonly.
- 14 **ADDITIONAL PAYMENT** Shall mean the amounts in **PART-I** of the **SIXTH SCHEDULE** hereunder written and to be paid by the Purchaser/s herein to the Developer herein as the case may be in addition to the agreed

consideration and shall also include extra development charges and any other additional amount/s that may be required to be paid by the Purchaser/s herein by the instance of the municipality, government, semi-government and or other authorities and statutory bodies.

- 15 **AGREED CONSIDERATION** Shall mean the consideration motioned in **PART-I** of the **FIFTH SCHEDULE** hereto payable by the Purchaser/s herein to the Owners-Vendors herein/ Developer herein for acquiring the said Unit specified under the Second Schedule.
- 16 **ARCHITECT/SURVEYOR** Shall mean such Architect(s)/Surveyor(s) having registration or license with the concerned municipality and whom the Developer herein may from time to time, appoint as the Architect(s) of the Building.
- 17 **DATE OF POSSESSION** Shall mean the date on which the Purchaser/s herein take/s actual physical possession of the said Unit/Flat after discharging all his liabilities and obligations relating to payment of agreed consideration for the Said Unit and also all other additional amount payable by the Purchaser/s under terms and conditions of the Agreement.
- 18 **DEED OF CONVEYANCE** Shall mean the Deed of Conveyance/ Transfer to be executed by the Owners-Vendors herein/Developer –Vendor herein unto and in favour of the Purchaser/s herein in respect of the said Unit under Second Schedule at and upon the Purchaser/s herein complying with all his/her/its/their obligation/s and paying and depositing all the amounts in time and not committing any breach or default in any manner whatsoever.
- 19 **DEPOSITS** Shall mean the amounts mentioned in **PART- II** of the **SIXTH SCHEDULE** hereunder written and to be deposited by the Purchaser/s herein with the Owners-Vendors herein/ Developer herein shall also include any other amount that the Owners-Vendors herein/Developer herein may require the Purchaser/s herein to Deposit.
- 20 **EXTRA CHARGES** Shall mean all other Charges and Deposits that' the purchaser/s shall be required to make in addition to the agreed purchase consideration.
- 21 **FORCE MAJEURE** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other statutory Body or any Court, Government Regulations, due to changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the OWNERS-VENDORS herein/Developer herein.
- 22 **MAINTENANCE AGENCY** Shall mean the Association, Society, Company, Body or Committee formed/ appointed by the OWNERS-VENDORS herein/Developer herein for the common purposes.

With all its cognate variations shall mean the

- 23 **PROPORTIONATE** proportion in which the built-up-area of any single flat/unit would bear to the entire undivided built-up-areas of all the flats/units collectively for the time being in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied, and the Proportionate Share of the "Said Land" under the First Schedule and in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building constructed on the "Said Land" at the "Said Premises".
- 24 **PURCHASER/S** Shall mean the party of the Third Part herein agreed to purchase the Said Unit under the Second Schedule and subject to fulfillment of all the terms and conditions under these presents including and subject to payment of the entire agreed consideration and other additional payments made by the Third Party shall also mean and include :
- a) If he/she/they be an individual then his /her/their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - b) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - c) If it be a Company then its successor or successors-in-interests and/or permitted assigns;
 - d) If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
 - e) If it be a Trust then is Trustees for the time being and their successor(s)-in-interest and assigns.
- 25 **RIGHTS OF THE OWNERS- VENDORS AND THE DEVELOPER ON THE PURCHASER/S DEFAULT** Shall mean the rights mentioned in the **NINTH SCHEDULE** hereunder written to which the Owners-Vendors and the Developer herein shall be entitled in case of any default or breach by the Purchaser/s herein
- 26 **SAID UNIT** Shall mean a flat/car parking space described, mentioned, explained, provided in **PART-I** of the **SECOND SCHEDULE** hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.
- 27 **SINKING FUND** Shall mean the fund comprising of the amounts to be paid/deposited and/or contributed by each Unit, including the Purchaser/s herein, towards sinking fund which shall be held by the Maintenance Agency on account of maintenance expenses.

28	SUPER BUILT AREA	Shall mean in context to a Unit as the area of a Unit computed by adding the built up area of the unit plus proportionate undivided share of the common areas.
29	SPECIFICATIONS	Shall mean the manner or standard of construction of the unit and the building as specified and described in the Fourth Schedule hereunder written and/or described
30	UNDIVIDED SHARE	In relation to a Unit/Flat shall mean the undivided proportionate indivisible impartible variable share in land comprised in the said premises, which is attributable to the Unit/Flat concerned.
31	OWNERS-VENDORS	Shall mean all of the First Parties collectively herein holding rights of ownership on the entire land under the First Schedule and includes each of their legal successors and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.
32	DEVELOPER	Shall mean M/s. Mahamani Properties Pvt. Ltd. the Second Party herein include it's successor or successors at office, executors, administrator and legal representatives and dealing with business of promotion and development of Real Estates and construction of multi-storied buildings And shall mean sole and absolute Agent and Representatives of all the Owners-Vendors and at present holding physical possessional rights of the said 'Demised Land' and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

ARTICLE - II

(TITLE OF THE PROPERTY UNDER FIRST SCHEDULE):

1. One Bireswar Das, Dharendra Nath Das, Jagbandhu Das, Provash Nalini Das, Shakti Prosanna Konar, Shanti Prosanna Konar, Kanti Prosanna Konar, Nanda Rani Devi Konar were the joint owners of ALL THAT piece and parcel of land measuring an area of 80 decimals at Mouza- Panihati, J.L. no. 10, R.S. Dag nos. 1114 & 1115, R.S. Khanda Khatian nos. 2102, 2112, 2113, 1748, 1763, 1778, C.S. Khatian no. 1001, Police Station Khardah, District 24 Parganas.
2. On 15.06.1973 the said Bireswar Das, Dharendra Nath Das, Jagabandhu Das, Provash Nalini Das, Shakti Prosanna Konar, Shanti Prosanna Konar, Kanti Prosanna Konar, Nanda Rani Devi Konar jointly sold, transferred and conveyed ALL THAT piece and parcel of land measuring an area of 80 decimals at Mouza- Panihati, J.L. No. 10, R.S. Dag Nos. 1114 & 1115, R.S. Khanda Khatian Nos. 2102, 2112, 2113, 1748, 1763, 1778, C.S. Khatian No. 1001, Police Station Khardah, District 24 Parganas unto and in favour of Manoranjan Ghosh by a registered Deed of Sale duly registered with the office of Additional District Sub Registrar at Barrackpore and recorded in Book no. I, Volume no. 46, Pages no. 45 to 51, Being no. 2329.
3. On 17.08.1973 the said Manoranjan Ghosh sold, transferred and conveyed a part of the said land measuring an area of 9 Cottahs, 3 Chittacks and 40 Sq. ft. or 0.15 acre under C.S. Khatian no. 1001, R.S. Dag No. 1115 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas unto and in favour of Pankaj Kumar Mukherjee, Mantu Ranjan Das by a registered Deed of Sale duly registered with the office of Sub Registrar at Barrackpore and recorded in Book No. I, Volume no. 55, Pages no. 71 to 75, Being No. 3208 for the year 1973.
4. On 29.03.1974 the said Manoranjan Ghosh sold, transferred and conveyed a part of said land measuring an area of 1 Bigha, 5 Cottahs and 30 Sq. ft. or 0.41 acre under C.S. Khatian No. 1001, R.S. Dag No. 1114 at Mouza Panihati, J.L. No. 10, Police Station Khardah, District 24 Parganas unto and in favour of Pankaj Kumar Mukherjee, Mantu Ranjan Das, Sadhan Chandra Dutta by a registered Deed of Sale duly registered with the office of Sub Registrar

at Barrackpore and recorded in Book No. I, Volume No. 28, Pages No. 127 to 131, Being No. 1437.

5. The said Pankaj Kumar Mukherjee and Mantu Ranjan Das filed a Title Suit being T.S. No. 3 of 1984 before the Learned 1st Court of Munsiff at Alipore against Sadhan Chandra Dutta for declaration that the said Sadhan Chandra Dutta was the benamdar of said Pankaj Kumar Mukherjee and Mantu Ranjan Das and on 16.03.1984 the Learned Court passed a decree and declared that the said Pankaj Kumar Mukherjee and Mantu Ranjan Das became the joint owners of the land measuring 1 Bigha, 5 Cottahs and 30 Sq. ft. or 0.41 acre.
6. By dint of the aforesaid two Deed of Conveyances the said Pankaj Kumar Mukherjee and the said Mantu Ranjan Das thus became jointly seized and possessed of a part of land measuring 0.15 acre on actual measurement 9 cottahs 1 chittaks 20 sq. ft. a little more or less comprised in part of R.S. Dag No.1115 togetherwith an adjacent part of land measuring 0.41 acre on actual measurement 1 bigha 04 cottahs 13 chhittaks 28 sq.ft. little more or less comprised in part of R.S. Dag No.1115, total admeasuring or containing a land area about 1 bigha 13 cottahs 15 chittaks 03 sq. ft. be the same a little more or less in part of R.S. Dag Nos. 1114 & 1115 at Mouza- Panihati, J.L. no. 10, R.S. Khanda Khatian nos. 2102, 2112, 2113, 1748, 1763, 1778 and subsequently recorded in their names under R.S. Khatian No.1446, Police Station Khardah, District 24 Parganas now North 24-Parganas and; while in enjoyment thereof the said Pankaj Kumar Mukherjee died intestate survived by his one son Ananta Mukherjee and three daughters Sona Rani Mukherjee, Sima Chatterjee, Rinku Gupta as his legal heirs and successors those who inherited all the properties alongwith the share in the said property left by Pankaj Kumar Mukherjee as per law of inheritance and became jointly seized and possessed thereof free from all encumbrances whatsoever.
7. By a Deed of Conveyance dated 02.06.2009, duly registered with the office of Additional Registrar of Assurance at Kolkata and recorded in Book no. I, CD Volume no. 12, Pages no. 4018 to 4032, Being No. 5413 for the year 2009 the said Ananta Mukherjee, Sona Rani Mukherjee, Sima Chatterjee, Rinku Gupta therein as the Vendors sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring an area of 4 Cottahs, 3 Chittacks and 40 Sq. ft. together with R.T. Shade structure standing thereon or thereupon comprised in part of R.S. Dag no. 1115, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of G.M. Enclave Pvt. Ltd..
8. By a Deed of Conveyance dated 02.06.2009 duly registered with the office of Registrar of Assurance at Kolkata and recorded in Book no. I, CD Volume no. 12, Pages no. 4006 to 4017, Being no. 5412 for the year 2009 the said Mantu Ranjan Das sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring an area of 4 Cottahs, 13 Chittacks and 25 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1115, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of G.M. Enclave Pvt. Ltd..
9. By a Deed of Gift dated 08.07.2009 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2261 to 2271, Being no. 6958 for the year 2009 the said Mantu Ranjan Das gifted and transferred free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of Sibashis Das.
10. By a Deed of Gift dated 08.07.2009 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2221 to 2231, Being no. 6956 for the year 2009 the said Mantu Ranjan Das gifted and transferred free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. No. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of Debashis Das.
11. By a Deed of Gift dated 08.07.2009 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2232 to 2242, Being no. 6957 for the year 2009 the said Mantu Ranjan Das gifted and transferred free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new

Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of Ashis Das.

12. By a Deed of Conveyance dated 25.11.2009 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages No. 5587 to 5599, Being No. 12914 for the year 2009 the said Debashis Das sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian No. 2113 thereafter 1446, new Khatian no. 2245 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of M/s. Inox Agency (P) Ltd..
13. By a Deed of Conveyance dated 25.11.2009 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages No. 5630 to 5642, Being no. 12921 for the year 2009 the said Ashis Das sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2244 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of M/s. Bhanupriya Marketing (P) Ltd..
14. By a registered Deed of Conveyance dated 25.11.2009 of Sale duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5656 to 5668, Being no. 12923 for the year 2009 the said Mantu Ranjan Das sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 24 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 at Mouza Panihati, J.L. no. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of M/s. G.M. Enclave (P) Ltd..
15. By a Deed of Conveyance dated 25.11.2009 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5643 to 5655, Being no. 12922 for the year 2009 the said Sibashis Das sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag No. 1114, R.S. Khanda Khatian No. 2113 thereafter 1446, new Khatian No. 2246 at Mouza Panihati, J.L. No. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of M/s. Bhanupriya Marketing (P) Ltd..
16. By a Deed of Conveyance dated 03.02.2010 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5002 to 5014, Being no. 1145 for the year 2010 the said Ananta Mukherjee sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian No. 2177 at Mouza Panihati, J.L. No. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of M/s. G.M. Enclave (P) Ltd..
17. By a Deed of Conveyance dated 03.02.2010 duly registered with the office of Additional Registrar of Assurance-II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5028 to 5040, Being No. 1147 for the year 2010 the said Rinku Gupta sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag No. 1114, R.S. Khanda Khatian No. 2113 thereafter 1446, new Khatian No. 2177 at Mouza Panihati, J.L. No. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of M/s. Shivdhara Projects (P) Ltd..
18. By a Deed of Conveyance dated 03.02.2010 duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 3, Pages no. 5041 to 5053, Being No.1148 for the year 2010he said Sona Rani Mukherjee sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs, 10 Chittaks 07 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag No. 1114, R.S. Khanda Khatian No. 2113 thereafter 1446, new Khatian No. 2177 at Mouza Panihati, J.L. No. 10, Police Station Khardah, District 24-Parganas (North) unto and in favour of M/s. Shivdhara Projects (P) Ltd..

19. By a Deed of Conveyance dated 03.02.2010 duly registered with the office of Additional Registrar of Assurances - II at Kolkata and recorded in Book No. I, CD Volume No. 3, Pages No. 5015 to 5027, Being No. 1146 for the year 2010 the said Sima Chatterjee sold, transferred and conveyed free from all encumbrances whatsoever ALL THAT a part of aforesaid landed property measuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon or thereupon comprised in part of R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian No. 2177 at Mouza Panihati, J.L. No. 10, Police Station Khardah, District 24 Parganas (North) unto and in favour of M/s. Inox Agency (P) Ltd..
20. Since after the aforesaid purchase by virtue of the respective Deed of Conveyances the First Parties herein thus became seized and possessed of each of their respective portions of land under the respective Schedule thereunder and which had been adjacent to each other and total admeasuring a land area about 33 cottahs 15 chittaks 03 sq. ft. a little more or less and while seized and possessed thereof free from all encumbrances, subsequently the said M/s. G.M. Enclave (P) Ltd. and M/s. Inox Agency (P) Ltd. and M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd. jointly executed a Deed of Amalgamation dated 15.02.2011 and by which the said M/s. G.M. Enclave (P) Ltd., M/s. Inox Agency (P) Ltd., M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd., the Owners herein amalgamated each of their plots of land into one single plot being ALL THAT piece and parcel of land measuring an area of 33 Cottahs, 15 Chittacks and 03 Square Feet lying and situated at Mouza Panihati comprised in J.L. No. 10, R.S. Dag Nos. 1114 & 1115, R.S. Khanda Khatian Nos. 2113, 2102, 2112, 1748, 1763, 1778, subsequently recorded under modified Khatian Nos. 2245, 2244, 2246, 2177, 2178 and thereafter New Modified Khatian Nos. 2272, 2275, 2274 & 2273, being a single Holding No.173F formerly 175F under Ward No.13 within the ambit of Panihati Municipality being Premises No. 143, Barrackpore Trunk Road, Kolkata- 700114, Police Station Khardah, District- 24-Parganas (North) morefully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the 'Said Land' and have become jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispendenses, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature and; subsequently mutated their names with the office of the Panihati Municipality as the joint owners of the 'Said Land' under the said composite single Municipal Holding No. 173F.
21. Subsequently, for the purpose of development and construction on and upon the said land under the First Schedule hereto, an Agreement have been executed by and between the said M/s. G.M. Enclave (P) Ltd., M/s. Inox Agency (P) Ltd., M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd. as the Landowners therein and the said M/s. Mahamani Properties (P) Ltd. as the Developer therein and duly registered on 05.11.2014 at the Office of the D.S.R-I North 24-Parganas in Book No. 1, CD Volume No. 46, Pages: from 1934 to 1954, Being No. 8496 for the year 2014 and at the terms and conditions mentioned therein (hereinafter for the sake of brevity referred to as the "**SAID DEVELOPMENT AGREEMENT**") and; simultaneously thereafter on the same day for proper implementation of all the terms and conditions of the said Development Agreement and to facilitate the Developer in work of Development as also in selling of the Developer's Allocations the said Landowners executed a Power of Attorney duly registered at the Office of the D.S.R.-1 North 24-Parganas in Book No. 1, CD Volume No. 46, Pages: from 1922 to 1933, Being No. 8495 for the year 2014, unto and in favour of the Developer company herein and also **Mr. Sanjeeb Gupta** son of Gopal Prasad Gupta therein referred to as the Constituted Attorney (hereinafter for the sake of brevity referred to as the "**SAID POWER OF ATTORNEY**").
22. Prior to formal execution of the said registered Development Agreement the Developer in mutual consent of the Landowners, prepared a Building Plan comprised of B + G + 7-storied building and obtained sanction of the same from the Panihati Municipality vide **B.P. No. 514 dated 06.09.2014** at its own costs and expenses and subsequently after execution of the said 'Development Agreement' and in terms and conditions thereunder, the Developer herein obtained the physical possession of the 'Said Land' under the First Schedule hereto from the Landowners and commenced the construction work of a residential-cum-commercial multi-storied building on and upon the said demised land under the First Schedule hereto which is under progress.

ARTICLE - III
ABSOLUTE RIGHT TITLE OF THE OWNERS-VENDORS

The Owners-Vendors herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully and particularly mentioned, described, explained, enumerated, provided at and under the **FIRST SCHEDULE** hereunder written and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens,

lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, obstruction and disturbance whatever from any person whomsoever and corner and manner whatever save and except the rights conferred upon the Developer and created by the Owners-Vendors herein by and way of and under the terms and conditions of the said registered Development Agreement and by which they have appointed the Developer herein as the only and exclusive Agent of the Owners to execute all the work of development and completion thereof in respect of the Owners' Said Land under the First Schedule hereto.

ARTICLE - IV **THE PROJECT**

1. The said Mahamani Properties Pvt. Ltd. being the Developer as well the exclusive Agent as well the Constituted Attorney of the **Owners-Vendors** shall construct, erect and complete Building, Blocks and/or buildings each block and/or buildings to comprise of various Flats/ Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other and the car parking space commonly in common parking zone by the car parking space purchaser/s and the said Project has been named **MEENA ICON** to be raised erected and constructed at or upon the FIRST SCHEDULE premises.

2. The Flats/Units/Apartments Constructed Spaces and Car Parking Spaces and other independent portions (save and except the common portions) at "**MEENA ICON**" are enjoyable independently by such purchaser/s those who reserves the rights to enjoy the same by way of purchase under specific Agreement for Sale and under Deed of Conveyance/s and only upon the payment of the entire consideration thereunder.

ARTICLE - V **PURCHASERS INTEREST TO PURCHASE**

The Purchaser/s herein approached the Owners-Vendors and the Developer herein for having allotment and purchase of **ALL THAT** piece and parcel of the Unit/Flat bearing No. on the Floor measuring about an area a little more or less sq. ft. in the "Said Building" together with/without Car Parking Space/s and together with the proportionate share of land contained at and under the said premises and together with the common areas, benefits, amenities, facilities and others thereof as under morefully and particularly mentioned, described, enumerated, provided and explained at and under the **SECOND SCHEDULE** hereunder written and as under and the Owners/Vendors herein and the Developer herein agreed to make such allotment on certain terms and conditions that have been agreed to by and between the parties and are being recorded in writing herein.

NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:-

1. ALLOTMENT:

1.1 The Purchaser/s herein agree/s to be allotted for purchase and the OWNERS-VENDORS as well the DEVELOPER herein, agreed to sell and allot to the Purchaser/s herein **ALL THAT** the Unit/Flat bearing No on the Floor measuring about an area a little more or less Square Feet super built up in the "Said Building" along **with/without** Open/ Covered Car Parking Space/s morefully, particularly and collectively mentioned and described in the Second Schedule hereunder written together with the undivided proportionate impartible share of land contained under the First Schedule at the said premises and together with common easement right to the common areas, benefits, amenities, facilities all which are morefully described in the Third Schedule hereunder written subject to reservations and restrictions in respect thereof and which are mentioned therein otherwise all others rights, benefits and appurtenances in connection to the Said Unit/Flat free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever on the terms and conditions recorded herein.

1.2 The Purchaser/s herein shall pay the agreed consideration, additional payments and deposits in the manner specified in and upon completion of such payments, the **SECOND SCHEDULE** property shall be deemed to allotted to the Purchaser/s subject to the Purchaser/s herein first complying with and/or performing the terms, conditions, covenants and obligations required to be complied with and/or performed on the part of

the Purchaser/s herein and as under or as stipulated and enshrined under prevailing law.

- 1.3 After completion of allotment as mentioned above, the Owners-Vendors and the Developer herein shall execute the Deed of Conveyance/s unto and in favour of the Purchaser/s in respect of the said Unit/Flat in the manner stated herein.

2. PURCHASERS SATISFACTION.

- 2.1 The Purchaser/s herein has/have independently examined or caused to be examined the following relating to the title and has/have fully satisfied himself/herself/ itself/ themselves about the same.

- a) The documents relating to the title of the premises.
- b) The Building Plan/s and/or modifications sanctioned and/or approved by the Panihati Municipality ;
- c) The respective right, title and interest of the Owners-Vendors and the Developer herein in respect of the premises.

- 2.2 The Purchaser/s undertake/s and covenant/s as not to raise henceforth any objection or make any requisition regarding the above and also waive/s his/her/its/their right, if any to do so.

3. CONSTRUCTION:

- 3.1 The construction of the Building/s including the said **SECOND SCHEDULE** property and the common parts and portions thereof, shall be carried out by the Developer herein.

- 3.2 The Building/s and the common portions shall be constructed and completed as per the specifications (including any revisions thereto) mentioned as described, explained, and provided in the **FOURTH SCHEDULE** hereto.

- 3.3 The materials of construction, promotion, building, development and erection of the Building/s including the **SAID FLAT/UNIT** described in the **SECOND SCHEDULE** property and their quality shall be such as be approved by the recorded Architect / Surveyor thereof.

- 3.4 The Developer herein shall be entitled to make such changes, modification, additions, alterations and/or variations regarding the construction, erection, promotion, building and development and the specifications of the Building/s including the **SECOND SCHEDULE** property, the common portions as may be deemed necessary by the Developer herein and/or required by any authority including the Panihati Municipality wherein the Purchaser/s hereby authorize/s the Developer herein in this regard and the knowledge or any further consent of the Purchaser/s herein shall not be required henceforth for the same. Such charges, costs, expenses etc. may be made by the Developer herein in consultation with the Architect/s. No claim or objection shall be raised by the Purchaser/s herein in this regard at any time.

- 3.5 The decision of the Architect/s regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

- 3.6 The Purchaser/s herein before or after completion of the sale of the subject unit herein shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the buildings by the Owners-Vendors as well the Developer herein and/or the Transfer sale of disposal of any Unit/s/ Flat/s/Car Parking Space/s or other portion/s of the said Building/s. In default, the Purchaser/s herein shall be responsible and liable for all the losses and damages, which the Owners-Vendors and the Developer herein may suffer in this regard.

- 3.7 The Owners-Vendors and the Developer herein shall endeavor to construct, promote, built, develop and erect the said Unit/s/Flat/s/Car Parking Space/s and Other/s and make the same ready for delivering possession thereof on or before the date mentioned in **PART-III** of the **FIFTH SCHEDULE** hereunder written subject to the Force Majeure and/or reasons beyond the control of the Developer herein, in which irresistible

circumstances the time shall automatically stand extended and the Purchaser/s herein shall not be entitled to make or raise any objection or claim whatsoever in that regard.

- 3.8 The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the Project and/or the other Unit/s/Flat/s/Car Parking Space/s/Commercial Space/s and Other portion/s of the said Building/s or any part thereof by the Developer herein and/or the other prospective Purchaser/s hereof and shall further not be entitled to raise and make any objection whatever with regard to raising, constructing, promoting, building, developing and erecting and there upon any further storey and/or stories as above at and upon the roof/s of the building/s ought to be constructed, built, developed, promoted and erected and to lawfully use, enjoy, sell, demise, transfer, provide and give the same to any person whomsoever for any consideration and in any lawful manner whatsoever and till the said construction, erection, promotion, development and building of the said further storey and/or stories is not made and or completed, the roof/s of the said building/s shall be the property of the Developer herein as per the respective Allocations and upon the completion of the said construction, erection, promotion, development and building of the said further storey and/or stories the roof of the said building shall be under the use, occupation and possession of the Owners-Vendors and the Developer herein in the manner as kept, assigned and provided at and under the agreement/s and/or conveyance/s thereof meant for the transfer, alienation, grant, demise of the parts and portions of the subject premises and building/s standing and/or lying erected thereupon and further to make any further construction, erection, development, promotion and building at and around and adjacent to the subject project. The purchasers' limited easement right shall remain to the said ultimate roof and the purchaser/s consents to the same
- 3.9 The Purchaser/s herein shall not be entitled to raise or cause to raise any objection of whatsoever nature in the matter of completion of the said project and construction of the said Unit/s/Flat/s/Car Parking Space/s/Commercial Space/s and Other portion/s of the said Building/s and/or construction of further structure/s thereupon any how and or in any manner.
- 3.10 The Owners-Vendors and the Developer herein shall further be entitled to acquire and own any further land property and/or properties at and around and adjacent to the subject property for the purpose of further development, construction, erection, building and promotion of Building/s whether commercial or residential. The prospective flat/apartment/space buyer/s of the adjoining plots shall also be entitled to use the common spaces, common areas, benefits, amenities of the project like community hall, gymnasium, club, etc. if so to be installed by the Developer at the subject premises and the Purchaser/s hereby agrees and consents to such sharing of amenities.
- 3.11 The Owners-Vendors and the Developer herein shall be entitled to make the Project in various phases consisting of various Blocks, if necessary and/or expedient at and under the choice of the Owners-Vendors / Developer herein, and it is agreed by the Purchaser/s herein that the common areas, facilities, amenities, benefits and entitlements of the Purchaser/s herein shall be confined strictly to the common areas, facilities, amenities, benefits and entitlements at and under the particular Block only at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and with respect to the other common areas, facilities, amenities, benefits and entitlements at and under the remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the Project hereof the Purchaser/s herein shall be having limited rights and interest mainly for ingress and egress expedient, viable and necessary thereof.
- 3.12 The Purchaser/s shall not be entitled to make any hindrances to the Owners, Developers and or the Occupiers of the Commercial Portions in use and enjoyment of their Commercial Portions of the Ground and the entire First Floor Togetherwith the access and passages particularly the entire Northern Portion leading from Main Gate as also North-East Portion to the extent of 50% of the rear or back open portion of the Building as specified by the Developer for the commercial unit-holders only for it's/their exclusive use as path, passages including for commercial car parking since the Purchaser/s herein shall not however in any way be entitled to any rights on and over the all said portions and passages either exclusively or commonly. The Purchaser/s further shall not be entitled to raise any objection and or to create any hindrance and or obstructions to the Commercial Portion holders in their uses of the Northern portion stair-case & landing of the Ground Floor and First Floor for emergency purpose and fire-exists only commonly with the Purchasers herein and other residential units-holders /occupiers of the Building and beside that .the Purchasers along with other Residential

Unit-Holders shall have the common rights of use and enjoyment of the said stair-case and landing from Second Floor to Top Floor of the Buildings.

- 3.13** The Purchasers shall not be entitled to make any objection and to create any hindrances to the occupiers of the commercial portions and or their men, employees; vendors etc. in loading and unloading of their goods at any point of time in between 11-00 P.M to 5-00 A.M. and also shall not create any obstruction and disturbances in running of their lawful business activities.

4. CONSIDERATION:

The agreed consideration for sale, transfer, conveyance, alienation, grant, of the said Unit/s/Flat/s/Car Parking Space/s and Other/s as mentioned, described, numerated, provided and given in **PART- I** of the **FIFTH SCHEDULE** hereunder written shall be paid by the Purchaser/s herein to the Owners-Vendors / Developer herein in accordance with the payment schedule contained at and under **PART-II** of the **FIFTH SCHEDULE** hereunder written. Time for payment shall be the essence of the contract.

5. ADDITIONAL PAYMENTS AND DEPOSITS:

- 5.1** Beside the agreed consideration, the Purchaser/s herein shall also pay to the Owners-Vendors / Developer herein the additional payments as mentioned, explained, enumerated, provided and given at and under **PART-I** of the **SIXTH SCHEDULE** and also shall pay and deposits all as mentioned in Part – II of the Sixth Schedule hereunder written.
- 5.2** In case the area of the flat is found to be increased after completion of constructions and if such addition in area is certified by the architect of the project, the Purchaser/s herein shall make the payment/s of consideration/s of such additional area at the rate at which the consideration/s is agreed hereto.
- 5.3** The amounts of the additional payments and deposits shall be paid by the Purchaser/s herein within 7 days of the respective demand for the same on or before the date of possession whichever is earlier. In the event of the Owners-Vendors and the Developer herein being unable to quantify an amount at the initial stage, the Purchaser/s herein shall make payment on the basis of the estimates made by the Owners-Vendors and the Developer herein. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s) demanded by the Owners-Vendors and the Developer herein, the Purchaser/s herein shall pay the balance/ further amount(s) within 15 days of such demand.
- 5.4** The Additional Payment and the deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on in the part of the Purchaser/s and the Owners-Vendors and the Developer herein shall become entitled to exercise the rights on the Purchaser/s causing such default.
- 5.5** The Purchaser/s herein shall be entitled to nominate the rights under these presents only with the consent of the Developer herein, which may be given upon payment of transfer fees at the rate of Rs.75,000/- of each unit.

6 POSSESSION:

- 6.1** Upon the said Unit/s/Flat/s/Car Parking Space/s /Commercial Space/s and Other/s, if any, shall be deemed to be ready for delivery of possession upon the same being completed internally in a reasonable habitable condition with reasonable ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s and Other/s being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections, the Developer shall thereafter issue a notice to the Purchaser/s herein called upon the Purchaser/s herein to take possession of the said Unit/s/Flat/s/Car Parking Space/s and other/s upon making payment of all dues and complying with all other outstanding obligations of the Purchaser/s herein at the relevant time even if any or some work in respect of the common areas, common amenities and common facilities are not till then completed in all respect. However the Developer shall cause to complete all the common portions and common facilities and as per programme of constructional specification respectively mentioned in the Third and Fourth Schedule hereunder.
- 6.2** The Purchaser/s herein shall be entitled to receive possession of the said Unit/s /Flat/s/Car Parking Space/s and Other/s only upon prior payment of all his/her/their dues

including the agreed consideration, the additional payments and deposits and also upon due compliance with and/or performance of all covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser/s herein in pursuance hereof or otherwise required by law. The obligation to make over possession of the said Unit/s/Flat/s/Car Parking Space/s and other/s shall arise only thereafter.

- 6.3 In the event of the Purchaser/s herein not making full payment and/or not complying with any of his/her/their obligations and/or not taking possession of the said Unit/Flat within a period of 15 days from the date of issue of the notice under clause 6.1 hereinabove, the Purchaser/s herein shall be deemed to have committed default entitling the Owners-Vendors / Developer herein to exercise its rights on the Purchaser's/s' default.
- 6.4 With effect from the date of possession the Purchaser/s herein shall be deemed to have fully satisfied himself /herself/themselves regarding the title of the property and the respective rights, title of the Owners-Vendors and the Developer and also regarding constructional-specifications, built up and super built-up area, workmanship, materials use and structural stability and completion of the Buildings, the common portions and the said Unit/s/Flat/s/Car Parking Space/s and Other/s modification and accordingly shall not thereafter be entitled to raise any objection or make any claim regarding the same.

7. ALIENATION

- 7.1 Until a Deed of Conveyance is executed unto and in favour of the Purchaser/s herein, the Purchaser/s herein shall not be entitled to mortgage (except in the case of the purchaser obtaining a home/housing loan from any recognized financial institution where Clause - C below shall be applicable) or encumber or alienate or dispose of or deal in any manner whatsoever with the said Unit/Flat or any portion thereof and/or any right or benefit of the Purchaser/s herein in the said Unit/s/Flat/s/Car Parking Space/s/ Commercial Space and Other/s and/or under this Memorandum unless all the following conditions are complied with:
- a) There has been no default whatsoever by the Purchaser/s herein in compliance with and/or performance of any of the Purchaser/s herein covenants, undertakings and obligations under this memorandum or otherwise.
 - b) The Purchaser/s herein has/have made full payment of the agreed consideration, the additional payments and deposits.
 - c) Prior consent in writing is obtained from the Developer herein regarding the proposed mortgage, encumbrance, assignment, disposal or alienation.
- 7.2 After completion of the execution and registration of the Deed of Conveyance unto and in favour of the Purchaser/s herein, the Purchaser/s herein may deal with or dispose of or alienate the said Unit/Flat in lawful manner and subject to the following conditions:
- a) The said Unit/s/Flat/s/Car Parking Space/s and other/s be one lot and shall not be partitioned or dismembered in parts. In case of sale, alienation, transfer, demise, and grant of the said Unit/s/Flat/s/Car Parking Space/s/ and other/s unto and in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
 - b) The transfer, sell, grant, demise, and sale of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s by the Purchaser/s herein shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or to be contained in the Deed of Conveyance shall run with the land and/or transfer and shall be self-same manners and nature. The person(s) to whom the Purchaser/s may transfer/ alienate the said Unit/s/Flat/s/Car Parking Space/s and Other/s shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser/s herein by law and/or by virtue of this Agreement and/or the Deed of Conveyance.
 - c) All the dues including outstanding amounts, interest, maintenance charges, electricity charges, municipal and other taxes etc. relating to the said Unit/s payable to the Developer herein, the maintenance Agency, the Association and the Municipality are paid by the Purchaser/s in full prior to the proposed transfer/alienation. Such dues, if any shall in any event, run with such proposed transfer.

8. DOCUMENTS RELATING TO TRANSFER:

- 8.1 The preparation of the Deed of Conveyance and the registration of the same shall be made by the Developer's Solicitors/Advocates and all expenses towards such preparation and such registration of such conveyance including of necessary stamps duty and registration fees togetherwith all other miscellaneous and incidental costs shall be incurred by the purchaser/s and the Purchaser/s agrees with the same.
- 8.2 The Purchaser/s agrees to sign and execute all other papers and documents that may be prepared by the Developer herein or by its Advocate in connection with and/or relating to the transfer of the said Unit/s/Flat/s/Car Parking Space/s and other/s.
- 8.3 The Purchaser/s herein shall within 15 days of being required by the Owners or the Developer, may accept, execute, complete and deliver to the Owners-Vendors/Developer herein such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the such Advocate relating to the transfer envisaged hereinabove.
- 8.4 At any time after the completion of construction of the said Unit/s/Flat/s/Car Parking Space/s, the Owners-Vendors / Developer herein or any of them may intimate to the Purchaser/s herein their intention of executing the Deed of Conveyance and the Purchaser/s herein shall within one month of such intimation comply with all his/her/their obligations which are necessary for the execution and registration of the Deed of Conveyance. In default, the Purchaser/s herein shall be responsible and liable for all losses and damages which the Owners-Vendors / Developer herein or any of them may suffer.
- 8.5 The Owners-Vendors / Developer herein shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s only upon all the following conditions and obligations being satisfied and complied with by the Purchaser/s herein:
- a) The agreed consideration, the additional payments and deposits are paid in full by the Purchaser/s herein.
 - b) The Purchaser/s herein is/are not in default in respect of any of his/her/its/their obligation/s.
 - c) All other amounts or dues payable by the Purchaser/s herein hereunder or in law in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s are paid in full by the Purchaser/s including maintenance charges, electricity charges, municipal and other taxes and levies and other outgoings.
 - d) The Purchaser/s herein deposits with the Developer herein or the Advocate of the Developer, such estimated amount of stamp duty, registration fee with other statutory outgoings and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents.

9. RIGHTS:

- 9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser/s herein at the time of completion of the transaction;
- a) Transfer of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s to be constructed by the Owners-Vendors / Developer herein as described, explained, enumerated, provided and given in **PART-I** of the **SECOND SCHEDULE** Together With undivided impartable proportionate share of rights, title and interest in the land described in the First Schedule hereunder written;
 - b) Right to park medium sized motor car(s) in the said Car Parking Space, if any agreed to be purchased under these presents and described in **PART-II** of the **SECOND SCHEDULE** hereunder written.
 - c) Right of common use and enjoyment only in respect of the common portions mentioned, described, explained, enumerated and provided in the **THIRD SCHEDULE** hereunder written in common with the owner and/or occupiers of the other portions of the Building/s and particularly the access of the passages

and part of stair-case landing and lift of the building as specified by the Developer for the residential portions only to be used by the residential unit-holders; and the other particular part or portion of the access passages and part of stair-case landing and lift of the building and also as specified by the Developer for the commercial portions only to be used by the commercial unit-holders; save and except the portion of the open spaces reserved by the Developer en-marked for the car parking.

- 9.2** Any of the following is not intended to and shall not be transferred unto and in favour of the Purchaser/s herein and the Purchaser/s herein shall have no right, title and interest whatsoever in respect thereof;
- a) The roof of the Building/s at the Premises save and excepts limited common rights as stated in Third Schedule hereunder; since the entire roof of the building/s shall be held and possessed by the Developer who shall be entitle to raise additional floor/s on the said roof and shall be entitle to dispose off in any way to any person at its own discretion and the purchaser/s shall not be entitle to raise any objection thereat. The Developer shall also be entitled to display Hoardings, by way of Advertisement by fixing movable structures if necessaries for the said purpose on the roof and also on the parapate walls of the building keeping the structure stability unharmed. The Developer shall be exclusively entitled to all the revenues and or earnings coming out of such Hoardings and Advertisements and reciprocally shall be solely responsible to pay the taxes & levies, if any imposed by any authorities for displaying such Hoardings and or Advertisements.
 - b) Common Portions except the open and covered spaces in the Building/s and the Premises not included in the common portions mentioned in the **THIRD SCHEDULE** hereto.
 - c) Other flats, commercial spaces, car parking spaces and other portions (except the right to park medium sized motor car(s) on a portion thereof if the Purchaser/s herein has/have hereby agreed to purchase the same) in the Building/s and/or at the said Premises.
 - d) Right of further construction on any part of the land comprised in the premises or raising of any additional Floor/Storey/construction over the roof/s of the Building/s reserved under the Developer only;
- 9.3** In respect of the properties and rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owners-Vendors and the Developer herein shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such lawful terms and conditions as shall deem fit and proper by them in their absolute discretion, without any reference to the Purchaser/s herein. The Purchaser/s herein hereby agrees to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.
- 9.4** Proportionate share of the Purchaser/s herein in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owners-Vendors and the Developer herein and the Purchaser/s herein agrees and undertakes to accept the same notwithstanding there being minor variations.
- 9.5** The right of the Purchaser/s herein regarding the undivided share shall be variable depending on further/additional constructions, if any, made by the Owners-Vendors and the Developer herein from time to time and the Purchaser/s hereby agrees and consents to the same. Any such variation shall not affect the agreed consideration and no claim can be raised regarding the same by the Purchaser/s herein.
- 9.6** The Owners-Vendors and the Developer herein shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building/s and/or other areas in the Buildings or the premises by putting up hoardings, display signs, neon signs, lighted displays etc. without being required to pay any charges for the same and neither the Unit/Flat/Car Parking owner and occupiers nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
- 9.7** The Owners-Vendors and the Developer herein may permit and/or grant rights to outside/third parties against payment of consideration charges to the Owners-Vendors

and the Developer herein for setting up VSAT, Dish and/or other antennas and other communications and satellite systems on the roof/s of the Building/s and neither the Unit/Flat/Car Parking owner/s and occupier/s nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

10. MAINTENANCE AND ENJOYMENT:

- 10.1 The Building and the premises shall initially be managed and maintained by the Maintenance Agency.
- 10.2 After delivery of the possession of all the Unit/Flats in the Building/s, the Owners-Vendors and the Developer herein shall take steps for formation of the Association. Any association, syndicate, committee, body or society formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/ Vendors and the Developer herein shall not be entitled to be recognized by the Owners-Vendors and the Developer herein and shall not have any right to represent the Unit/Flat/Car Parking owner/s and occupier/s to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over or handed over to the Association by the Developer or its nominated/appointed Maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the premises.
- 10.3 The employees of the Maintenance Agency of the common purposes such as Watchmen, Security Staff, Caretaker, Liftmen, Sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.
- 10.4 The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/s/Flat/s/Car Parking Space/s and Other/s in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s/Flat/s/Car Parking Space/s and Other/s and/or any of Owners-Vendors and the Developer herein Party herein.
- 10.5 All costs, charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/Flat/Car Parking Owner and occupiers of the Building/s including the Purchaser/s herein.
- 10.6 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- 10.7 The rights of Owners-Vendors and the Developer herein, the Maintenance Agency and the Association relating to certain matters are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **SEVENTH SCHEDULE** here-under written and/or given and the same shall be binding on the Purchaser/s herein.
- 10.8 The obligations and covenants of the Purchaser/s herein in respect of the user, maintenance and enjoyment of the said Unit/Flat/Car Parking Space, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **EIGHTH SCHEDULE** hereunder written to and the same shall be binding on the Purchaser/s herein. It is expressly made it clear that in the event of the Purchaser/s herein not taking possession of the said Unit/s/Flat/s/Car Parking Space/s within 15 days of the issue of notice under clause 6.1 hereinabove, the liability of the Purchaser/s to make payment of all costs, expenses and outgoings in respect of the said Unit/s/ Flat/s/Car Parking Space/s including the maintenance charges, electricity charges, municipal and other taxes and other outgoings shall immediately commence thereafter from the 16th day of notwithstanding anything to the contrary contained, explained, enumerated, provided and given in the **EIGHTH SCHEDULE** hereunder written or elsewhere in this memorandum. Such liability shall continue till the same is paid by the Purchaser/s herein or the Agreement is cancelled/terminated.

11. DEFAULT:

- 11.1 Failure to make payment of any amount payable by the Purchaser/s herein under these presents being the agreed consideration and/or the additional payments and/or deposits or otherwise within the specified time, or within 15 (fifteen) days of demand if no time is specified, shall amount to a default entitling the Owners-Vendors and the Developer herein to exercise all or any of the Rights on the Purchaser's/s' default.
- 11.2 In non-compliance of any of the terms, conditions, covenants, undertakings, stipulations restrictions, prohibitions and obligations of the Purchaser/s herein including the obligations to make payment and deposit all the amounts under these presents by the Purchaser/s within the time stipulated hereto, the Owners-Vendors and Developer herein shall be entitled to exercise all or any of the Rights on the Purchaser's/s' default.
- 11.3 The Rights of the Owners-Vendors and or the Developer to take steps on the Purchaser's/s' default are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Owners-Vendors and the Developer herein regarding any default on the part of the Purchaser/s herein.
- 11.4 If the Purchaser/s fails to fulfill his/her/their obligations under this agreement, the Owners-Vendors and the Developer herein shall have exclusive liberty to cancel this Agreement upon a prior 15 (fifteen) days notice to the Purchaser/s and shall be entitled to forfeit 5% of the total agreed consideration of the subject Flat/unit and refund the balance without paying any interest to the purchaser/s within 3 (three) months from the date of such cancellation and the Owners-Vendors and the Developer in that event immediate after such cancellation shall have full liberty to enter into a fresh booking and or agreement in respect of the subject unit with any intending purchaser or purchasers at its own choice and discretion after intimating to the Purchaser/s of such matter of cancellation and the Purchaser/s herein hereby agreed with and consent to the same. The Notice served by the Owners-Vendors or the Developer to the Purchaser/s either by hand delivery or by Speed Post in this respect shall be treated as the Owners-Vendors' as well the Developer's obligation in this regard is fulfilled.
- 11.5 In case of default by Owners-Vendors and the Developer herein, the Purchaser/s herein shall be entitled to claim specific performance.

12. **FORCE MAJEURE:**

In the event of any delay by the Owners-Vendors and the Developer herein in fulfilling any of their obligations herein due to any of the circumstances defined above as the Force Majeure and/or reasons beyond the control or reasonable estimation of any of the Owners-Vendors and the Developer herein, then in such an event the time for the relevant matter shall stand extended and the Owners-Vendors and the Developer herein shall not be liable for any interest or damages for such delay if any due to any of the reasons thereunder.

13. **MISCELLANEOUS:**

- 13.1 The Project and the Building to be constructed at the said premises have been named '**MEENA ICON**' and the same shall remain unaltered.
- 13.2 Simultaneously with the signing of this Agreement by all the parties participating hereto, all previous oral and written assurances, representations, brochures, correspondence, if any shall be deemed to be invalid and terminated. Any mutual modification or variation of any terms and conditions recorded in this Agreement shall be valid only if the same is made in writing by all the parties hereto.
- 13.3 Any delay for the time being in exercising and or enforcing any of the rights by the Owners-Vendors and the Developer herein compelling the Purchaser/s or any other Unit/Flat/Car Parking owner/s and occupier/s to perform the Purchaser's/s' obligations under these presents shall not amount to any waiver of any of the rights of the Owners-Vendors and the Developer herein available to them under the terms and conditions of these presents.
- 13.4 In respect of any of the rights and or objection/obstruction of the Owners-Vendors and the Developer herein or any of them as against or towards the Purchaser/s, it shall be sufficient if the Developer herein take any steps and/or issue notices regarding the same and it shall not be necessary for all the Owners-Vendors herein to take any step jointly or independently since the Developer herein have been appointed jointly by all the Owners-Vendors herein as their exclusive agent and authorized representative by an

under the said Development Agreement. It shall however be necessary for the Purchaser/s herein to give notice and deal with each of the Owners-Vendors / Developer herein individually and separately.

- 13.5 The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the Owners-Vendors / Developer herein.
- 13.6 The Purchaser/s shall have no connection whatsoever with any of the other Unit/Flat/Car Parking Space/s and particularly and specifically with any of the commercial unit and or with the entire commercial portions and there shall be no privities of contract or any agreement or arrangement as amongst the Purchaser/s herein and the other Unit/Flat/Car Parking Space Owner/s and occupier/s (either express or implied) and the Purchaser/s herein shall be responsible to the Owners-Vendors / Developer herein for fulfillment of the Purchaser/s herein obligations irrespective of non-compliance by any other Unit/Flat/ Car Parking Owner and occupiers.
- 13.7 If at any time hereafter there be imposition of or enhancement in any tax including GST, duty, levy, surcharge, charge or fee under any statute, rule or regulation on the premises, the building/s and/or the said Unit/s/Flat/s/Car Parking Space/s or on the transfer, alienation, grant, demise and Sale of the said Unit/s/Flat/s/Car Parking Space/s, the same shall be borne and paid by the Purchaser/s herein proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owners-Vendors / Developer herein from the notification date and the Owners-Vendors / Developer herein shall not be liable for the same.
- 13.8 The Purchaser/s herein shall be responsible for and shall make harmless and indemnify and shall further ever cause to keep indemnified the Owners-Vendors / Developer herein, maintenance agency and/or the Association from and against all actions, claims, demands, proceedings, damages, costs, charges, expenses, occasioned relating to the premises or any part of the Building/s or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser/s herein and/or the servants, agents, licensees or invitees of the Purchaser/s herein and/or any person/s, mortgage/lessee and/or others claiming any such under or through the Purchaser/s herein.
- 13.9 Further the Purchaser/s herein shall be entitled to the proportionate share of land to the extent of the Unit/Flat hereunder intended for transfer, sell, demise, grant and provide common easement rights in respect to the common areas, facilities, amenities, benefits and entitlements strictly at and under the residential portions only at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation as above but not with respect to the other common areas, facilities, amenities, benefits and entitlements at and under the commercial spaces portion and also other harmless and indemnified remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the Project hereof and the Owners-Vendors / Developer herein as the case may be, shall be having the discretion to alienate, transfer, demise, provide and grant the same to any person whomsoever of its choice as well to use, own, occupy, possess, seize and enjoy the same in any manner whatsoever in commercial or residential nature but it is pertinent hereto mention that the said alienation, transfer, demise, provide and grant of the said other common areas, facilities, amenities, benefits and entitlements at and under the remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the Project hereof not assigned to the Purchaser/s herein to any person whomsoever of its choice as well to use, own, occupy, possess, seize and enjoy the same in any manner whatsoever in commercial or residential nature shall in no case hinder the above-said limited rights and interest of the Purchaser/s herein in connection with the said ingress and egress, if expedient, viable and necessary thereof at and under the said Project and the properties conveyed to it/her/his/them.
- 13.10 The Developer herein has offered to setup a Club within **MEENA ICON**. The area of the said Club including a Community Hall with standard club features. The membership in the said club is compulsory for each flat owner. The Developer herein and/or the Association and/or the Maintenance Company for the time being in force shall be the sole authority regarding the formulations of the rules, regulations thereof, numbers of membership and the allotment of membership of the said Club and the use and occupation of the said Gymnasium and Games and that shall be under such terms and conditions as may be decided by the Developer. The Developer herein and/or the Association and/or the Maintenance Company for the time being in force shall also be entitled to revise the club user charges.

- 13.11. Membership rules shall be decided and made under the sole authority of the Developer herein and/or the Association and/or the Maintenance Company for the time being in force who shall be fully entitled to allot the memberships of the said club to the unit holders including the outsiders, residents of the adjacent building/s and or the adjacent Enclaves/ Projects/, if so be developed by the Developer herein.
- 13.12 The display of “**MEENA ICON**” in any manner may be erected in any of the **BLOCK** inside Enclave.
14. **NOTICE:**
- All notices shall be sent by registered post/speed post with acknowledgement due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such dispatch.
15. **ARBITRATION:**
- If any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being enforce shall be final, conclusive and binding on both the parties.
16. **JURISDICTION:**
- The High Court at Kolkata and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of non-performance or breach of terms and conditions of these presents by either of the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:
ENTIRE PREMISES

ALL THAT piece and parcel of Bastu land measuring an area of 24 cottahs 13 chittaks 28 sq. ft. be the same a little more or less comprised in part of R.S. Dag No. 1114 and 9 cottahs 01 chittaks 20 sq. ft. be the same a little more or less comprised in part of R.S. Dag No. 1115 **total containing or admeasuring an area of 33 (Thirty Three) cottahs 15 (Fifteen) chittaks 03 (Three) Sq. ft** be the same a little more or less lying and situated at Mouza Panihati, comprised in part of R.S. Dag Nos. 1114 & 1115, comprised out of R.S. Khanda Khatian Nos. 2113, 2102, 2112, 1748, 1763, 1778, thereafter recorded under 1446 subsequently recorded under modified Khatian Nos. 2177, 2178, 2244, 2245 & 2246 and thereafter New Modified Khatian Nos. 2272, 2275, 2274 & 2273, J.L. No.10, under P.S. Khardah, And rent payable to B.L.& L.R.O. BKP-II, Sodepur, Municipal Composite Holding No.175F at present Holding No. 173F under Ward No.13, within the Municipal Limits of Panihati Municipality, being Premises No. 143, Barrackpore Trunk Road, Kolkata – 700 114, Sub-Registry Office A.D.S.R. Barrackpore in the District of 24-Parganas(N). The Said Property is butted and bounded by :-

ON THE NORTH	:	By Srinchi Tower;
ON THE SOUTH	:	By Municipal Road;
ON THE EAST	:	By Municipal Road;
ON THE WEST	:	By B.T. Road;

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I
‘SAID UNIT/FLAT’

ALL THAT a self-contained Residential Flat being Flat No. on the floor, measuring salable or super built up area (as defined above) ofsq. ft. more or less consisting of ... (.....) Bed Rooms, 1 (one Living-cum-Dining space, 1 (One) Kitchen, 2 (two) Toilet/s, 1 (one) Verandah with undivided proportionate share of land written in the First Schedule hereinabove and limited common easement rights in specified common areas and facilities described in the Third Schedule hereunder and in the said Residential-cum-Commercial Buildings named “**MEENA ICON**” and at the Said Premises.

PART II

SAID CAR PARKING SPACE

ALL THAT Car Parking Space measuring **100** sq. ft. little more or less for right to park one small/medium size motor car hereby agreed to be purchased by the Purchaser/s for use and

enjoyment in common manners within **the basement/ within Open Common Car Parking Zone in the Southern part** of the premises (particularly specified by the Developer for the Residential Unit Owner/s) as shall be specified and be allotted by the Developer at its sole discretion within the said Enclave namely “**MEENA ICON**” at the Said Premises within the said First Schedule land.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON PORTIONS)

SECTION A:

1. Areas:

- (a) Ingress and Egress: Rights of access from B.T. Road to Main Gate in the South-West portion of the premises and thereafter through right (southern) side passage leading to stair-case landing and lift of that particular portion of the Ground floor of the building/s and which shall be ultimately and particularly specified by the Developer for the residential unit- Owners/ Occupiers without infringing the rights to use the car ways for all the car parking owners either of residential units or of commercial units.
- (b) Open and/or covered paths and passages particularly on the right (Southern) side of the Building and/or the Premises save and except the access and passages particularly the entire Northern Portion leading from Main Gate as also North-East Portion to the extent of 50% of the rear or back portion of the Building as specified by the Developer for the commercial unit-holders only for it's/their exclusive use as path, passages including for commercial car parking).
- (c) The part of Lobbies and staircases-landings with lift of the Building/s related to the residential Portions of the building/s and beside that the part of the Lobbies and staircases-landings in the Northern Portion only from 2nd Floor to Top Floor Purchasers.
- (d) Stair head Room, Lift Machine Room and Lift well of the Building/s.
- (e) Boundary walls and main gates of the Buildings and/ or the Premises.
- (f) Club with multi-gym facilities subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- (g) Community Hall.
- (h) Any other area/s enmarked by the Owners-Vendors herein/Developer herein for the common use of all the Flat/Unit/Apartment/Space owners.
- (i) Common toilets in the Ground Floor if there be any for the Residential Unit-Holders/Occupiers.
- (j) Security Guard Room/Outpost.
- (k) Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, enjoyment of television service through fittings and maintenance of Dish Antenna etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the buildings.

2. Water and Plumbing:

- (a) Underground water reservoirs of the Buildings
- (b) Overhead water tanks of the Buildings
- (c) Water pipes (save those inside any flat)
- (d) Installations of fire resistance equipments & systems if any, of the Buildings

3. Electrical Installations:

- (a) Wiring and accessories for lighting of the Common Portions.
- (b) Electrical Installations relating to meter for receiving electricity from CESC.
- (c) Pump and motor
- (d) Lift spaces with lifts including the accessories in connection therewith.

4. Drains:

Drains, sewers and pipes

5. Others:

Other areas and installations and/or equipments if so provided by the Developer in the Buildings and/or the Premises at it's sole, choice and discretion, at extra cost for common use and enjoyment

SECTION B:

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASER/S)

THE FIFTH SCHEDULE ABOVE REFERRED TO:
PART I

AGREED CONSIDERATION

Consideration for the Undivided proportionate share of land under the First Schedule and for construction and completion of the said Unit/Flat and for the right to park in the said Car Parking Space under the Second Schedule hereto.

Flat .. Rs.	
Car ... Rs.	

AGREED CONSIDERATION

Total .. Rs.

(Rupees:.....)
.....) only and payable as per payment schedule hereunder (Exclusive GST).

PART II

PAYMENT SCHEDULE

The Agreed Consideration mentioned in **PART-I** above is to be paid to the Developer and the Owners-Vendors through the Developer herein in the following manner:

- | | |
|--|-------------------------------|
| 1. At the time of booking | 10 % of the total price + GST |
| 2. Within 20 – 30 days of booking | 10 % of the total price + GST |
| 3. On Completion of Pilling Works | 10 % of the total price + GST |
| 4. On Completion of Basement Works | 10 % of the total price + GST |
| 5. On Completion of 1st Floor Roof Casting | 10 % of the total price+ GST |
| 6. On Completion of 2nd Floor Roof Casting | 10 % of the total price+ GST |
| 7. On Completion of 3rd Floor Roof Casting | 10 % of the total price+ GST |
| 8. On Completion of 4th Floor Roof Casting | 10 % of the total price + GST |
| 9. On Completion of 6th Floor Roof Casting | 10 % of the total price + GST |
| 10. On Completion of 7th Floor Roof Casting | 05 % of the total price + GST |
| 11. On and Before Possession of Flat
(within 15 days of Notice) | 05 % of the total price+ GST |

PART – III

The estimation date of making subject Unit/s/Flat/s/Car Parking Space/s ready for the purpose of delivery of possession is with a grace period of 3 (Three) months and also subject to Force Majeure.

PART – IV

- i. Extra work, if any desired by the Purchaser shall be extra chargeable. Tax as applicable is levied.
- ii. Calculation of saleable area of the flat = (Covered area + Proportionate share of lobby, lift & stair) + 25% service area for other common area amenities viz. - septic tank, overhead tanks, underground reservoir, open spaces, passages, lift room, common toilet, caretaker room, community hall, etc.).
- iii. It is also noted that after completion of the building/s, the area of the flat may be increased or decreased upto 5% against mentioned areas and the purchaser/s shall abide by the same without raising any objection.
- iv. No deduction for any removal/non-requirement of partition wall, window, grill and bathroom.
- v. In the case of any development changes/ work contract tax/abatement fees / GST, other taxes & duties in future by the statutory authorities, the same shall be borne by the Purchaser/s.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
PART-I

ADDITIONAL MANDATORY COSTS PAYABLE BY THE PURCHASER/S TO THE DEVELOPER HEREIN :

- a) Any tax or levy as may be applicable like GST as is/are applicable at present and also may be imposed by the government for the time being in force.
- b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to these presents and also charges of Advocate/ Solicitor of the Developer for preparation of the Deed of Conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Unit/s/Flat/s/Car Parking Space/s and Space/s and additional stamp duty, additional registration fee, if any that may be imposed in this regard at any time.
- c) Charges levied by the Developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Unit/Flat.
- d) **Installation of main meter or transformer/electrical equipments costs, and others:**
Rs 65,000/-;
- e) **Power Backup Charges:**
For (2 Bed rooms – 400 Watts) Rs. 50,000/-;
For (3 Bed rooms – 600 Watts) Rs. 55,000/-;
- f) Legal Charges (Agreement for Sale) Rs. 5,000/-;
- g) Intercom connection (with Telephone) Rs. 7,000/-;
- h) Club membership Registration charge Rs. 55,000/- (one time);

All such agreed costs mentioned in item nos. (a) to (h) above togetherwith taxes wherever is/are applicable shall be paid by the Purchaser/s to the Developer herein before possession.

PART-II

DEPOSITS PAYABLE BY THE PURCHASER/S HEREIN TO THE DEVELOPER –HEREIN:

Maintenance Charges (Excl. GST):

- i) Advance for six months of the common maintenance cost to be paid per month per sq. ft. @ Rs.3/- from the date of possession and Rs.15,000/- as security deposit for common maintenance which shall be refunded by the Developer after hand over the project by the Developer to the “Owners Association”/ “Syndicate”/ “Maintenance Committee” after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of the Agreement, if so by any reason whatsoever.
- ii) Prior to obtain possession, pay and deposit a sum of Rs.10,000/- only to the Developer as a Security Deposit towards temporary consumption of electricity for his/her/their own flat from the Main Service connection and such deposit shall be refunded by the Developer to the Purchaser/s after handing over the building to the Association/ Syndicate/ Maintenance Committee.
- iii) The actual amount of Security Deposit charged by the CESC Authority is payable by the purchaser.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

‘RIGHTS OF THE OWNERS-VENDORS HEREIN/DEVELOPER HEREIN, MAINTENANCE AGENCY AND ASSOCIATION’

- a) Apportionment of any liability of the Purchaser/s herein in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser/s herein pursuant to these presents or otherwise shall be done by the Owners-Vendors /Developer herein whose decision shall be final and binding on the Purchaser/s.
- b) The maintenance charges payable by the Purchaser/s herein with effect from the date of possession at the rate as has been fixed and stated above to be paid by the Purchaser/s within seventh day of every English Calendar Month and shall be payable periodically. In the event of the Purchaser/s herein not taking over possession of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s within the time fixed in the notice calling upon him to take possession, the maintenance charges shall become payable by the Purchaser/s herein with effect from the date of expiry of the said period of such notice **PROVIDED THAT** until

all payments due under this Memorandum are made by the Purchaser/s herein no right of whatsoever nature shall or can accrue in favour of the Purchaser/s herein in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s.

- c) After completion of the project and handover thereof by the Developer and the Owners-Vendors to the Maintenance Agency/ Association, the Maintenance Agency/Association shall be entitled to revise and increase the maintenance charges from time to time and the Purchaser/s herein shall not be entitled to object thereto.
- d) The Developer/Maintenance Agency/Association for the time being in administration shall be entitled to withdraw, withhold, disconnect or stop all services, Facilities and utilities to the Purchaser/s herein and/or the said Unit/s/Flat/s/Car Parking Space/s including water supply, electricity, user of lift etc, in case of default in timely payment of the maintenance charges, electricity charges, municipality taxes, common expenses and/or other payments by the Purchaser/s herein after giving 15 days notice in writing.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
'PURCHASER'S/S' COVENANTS'

- 1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the Owners-Vendors herein/Developer herein, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
 - c) Deposit the amounts for various purposes as required by the Owners-Vendors herein/Developer herein/Maintenance Agency or the Association;
 - d) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
 - e) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner and occupants of the Buildings;
 - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
 - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise;
 - h) Use and enjoy the limited and specified Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
 - i) Sign and deliver to the Owners-Vendors herein/Developer herein all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit/Flat from the CESC Limited whatever the case may be in the name of the Purchaser/s and until the same be obtained, the Owners-Vendors herein/ Developer herein shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser/s herein an electric sub-meter in or for the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and the Purchaser/s herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s and Space/s;
 - j) Bear and pay the common expenses and other outgoings in respect of the premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;

- k) Pay the municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Municipality;
 - l) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - m) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner the right to easements and/or quasi-easements;
 - n) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
 - o) Observe and comply with such other covenants in respect of the common purposes as be deemed reasonable by the Owners-Vendors herein/ Developer herein and subsequently by the Association/Holding Organisation for the time being in administration.
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/;
 - b) Not to install any additional window or any grill box or fix grill or ledge or cover or any other apparatus encroaching or infringing outside or the exterior part of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
 - c) Not to decorate the exterior of the Building/s otherwise than in the manner agreed by the Developer herein in writing or in the manner as near as may be in which it was previously decorated;
 - d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas previously decorated;
 - e) Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
 - f) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
 - g) Not to claim any right over and/or in respect of the roof (except the right to use and enjoy the portion of the roof which is directly above the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s) or any open land at the premises or in any other open or covered areas of the Building/s and the premises reserved or intended to be reserved by the Developer herein for its own exclusive use and enjoyment and not meant to be a common area or portion and not obstruct any Development or further development or additional construction which may be made by the Developer herein or on any part thereof (except on that portion of the roof which is directly above the said Unit/s/Flat/s/Car Parking Space/s/ and Others);
 - h) Not to permit installation of any new window, door, opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Developer herein and/or the Association for the time being in administration;
 - i) Not to park or allow anyone to park any car at any place other than the space enmarked for parking car(s) of the Purchaser/s herein;
 - j) Not to let out or part with possession of the Car Parking Space/s/, if so agreed to be acquired by the Purchaser/s herein hereunder, independent of the said Unit/Flat

and/or Space/s to use the same only for the purpose of parking of a medium size motor car.

- k) The Purchaser/s herein agrees, undertakes and covenants not to make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Developer herein including any further constructions, additions or alterations that may be made from time to time.

THE NINTH SCHEDULE ABOVE REFERRED TO:
RIGHT ON PURCHASER'S/S' DEFAULT

- a) In case of default/delay in making payment of any amount payable under this memorandum (including in particular the **FIFTH, SIXTH AND EIGHTH SCHEDULES** hereto) or otherwise by the Purchaser/s to the Owners-Vendors herein/ Developer herein, interest shall be payable by the Purchaser/s herein at the agreed rate of 18 per cent per annum from the due date till the date of actual payment.
- b) In case of there being a failure refusal neglect breach or default on the part of the Purchaser/s herein to perform or comply with any of the terms conditions covenants undertaking stipulations prohibitions and/or obligations, then the Owners-Vendors herein/Developer herein shall be entitled to issue a Notice to the Purchaser/s herein calling upon the Purchaser/s to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser/s herein does not comply with the said notice to the satisfaction of the Owners-Vendors /Developer herein, then the Purchaser/s herein shall be liable to pay to the Owners-Vendors /Developer herein compensation and/or damages that may be quantified by the Owners-Vendors / Developer herein.
- c) In case of default in payment of any amount payable hereunder or otherwise for more than 2 months after the due date thereof, and/or in case of the Purchaser/s herein not rectifying or making good any default breach failure refusal or neglect within 15 (fifteen) days from the date of issue of the notice mentioned above, then in that event the Owners-Vendors herein/ Developer herein shall be entitled to cancel/terminate the Agreement.
- d) In case of termination of the Agreement, without prejudice to the other rights which the Owners-Vendors herein/Developer herein may have against the Purchaser/s herein, the Owners-Vendors herein/Developer herein shall be entitled to deduct and retain a sum of equivalent to 5% of the total value in case the Purchaser/s herein chooses to terminate this agreement. as pre-determined and agreed liquidated damages for cancellation of the Agreement and the remaining sum received by the Owners-Vendors herein/ Developer herein from the Purchaser/s herein shall be refunded to the Purchaser/s herein within 90 days.
- e) Upon cancellation/termination of the Agreement being made by the Owners-Vendors herein/Developer herein all rights and/or claims of the Purchaser/s herein, if any, against the Owners-Vendors herein/Developer herein, the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s, the building/s and/or the premises shall stated extinguished and the Owners-Vendors herein/Developer herein shall be entitled to transfer deal with and dispose or in any way as be deemed fit and proper by the Owners-Vendors herein/Developer herein and the Purchaser/s herein shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- f) If any act or omission of the Purchaser/s herein results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the buildings or any portion thereof including further constructions additions and/or alterations from time to time and/or in the transfer sale or disposal of any Unit/ flat /Car Parking Space and Space to pay to the Buildings, than in that event the Purchaser/s herein shall also be liable to pay to the Owners-Vendors herein/ Developer herein compensation and/or damages that may be quantified by the Owners-Vendors herein/Developer herein.
- g) Besides the aforesaid rights the Owners-Vendors herein/Developer herein shall also be entitled to any other right to which the Owners-Vendors herein/ Developer herein may be entitled to in law by reason of any default or breach on the part of the Purchaser/s herein.

IN WITNESSES WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED
by the **OWNERS-VENDORS** at Kolkata
in the presence of:

1.

2.

OWNERS-VENDORS

SIGNED AND DELIVERED
by the **PURCHASER/S** at Kolkata
in the presence of

1.

2.

PURCHASER/S

SIGNED AND DELIVERED
by the **DEVELOPER** at Kolkata
in the presence of:

1.

2.

DEVELOPER

RECEIVED of and from the withinmentioned **PURCHASER/S** the withinmentioned sum **Rs...../- (Rupees.....)** only in terms of this agreement as part/full payment as par memo below:

MODE OF CONSIDERATION

Ch. No.	Date	M/Receipt No.	A/c Head	Amount	G.S.T
---------	------	---------------	----------	--------	-------

	TOTAL	...	----- Rs.	----- Rs.	
(Rupees					
..... Only.)					

WITNESSES:

- 1.

- 2.

LAND OWNERS-VENDORS

DEVELOPER