

THIS AGREEMENT FOR SALE made on this day of Two Thousand

BETWEEN M/s MAHAMANI PROPERTIES PRIVATE LIMITED (CIN No. U45400WB2013PTC190653) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at BA-17, Sector-1, Salt lake, P.O.- Bidhannagar, P.S. –Bidhannagar North, Kolkata- 700064, and its PAN is AAICM4413A, represented by one of its Director Sri SANJEEB GUPTA (Aadhar No.) authorised vide board resolution dated 21-08-2013 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its legal successor(s) in interest and permitted assigns) of the **FIRST PART,(1) G.M. ENCLAVE PRIVATE LIMITED, (CIN No.)** and its PAN is **AACCG3332L**, a Company incorporated under the Companies Act, 1956, having its registered office at AB-9, Sector – 1, Salt Lake City, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata – 700 064 **(2) SHIVDHARA PROJECTS PRIVATE LIMITED, (CIN No.)** and its PAN is **AANCS5897D**, a Company incorporated under the Companies Act, 1956, having its registered office at BA-17, Sector-1, Salt lake, P.O.- Bidhannagar, P.S. –Bidhannagar North, Kolkata- 700064, 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) INOX AGENCY PRIVATE LIMITED, (CIN No.)**and its **PAN** is **AACCI1141F,(4) BHANUPRIYA MARKETING PRIVATE LIMITED (CIN No.)** and its PAN is **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 **“LANDOWNERS”** (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors and successors at office, executors, administrator, representatives and assigns and nominee or nominees) of the **SECOND PART**

AND

(1) Mr./Mrs./Ms.....(having Aadhar No.....) & (PAN No.:)son/daughter/wife of Mr..... by occupation : , (2) Mr./Mrs./Ms.....(having Aadhar No.....) & (PAN No.:)son/daughter/wife of Mr..... by occupation : , residing at

(hereinafter singly/ jointly, as the case may be, referred to as the "the **ALLOTTEE(S)**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their heirs executors administrators and legal representatives and assigns) of the **THIRD PART.**

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

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XL1 of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018;
- (c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation;
- (d) "**Section**" means the section of the Act.

WHEREAS THE PROMOTER DECLARES THAT,-

- A. **(1) G.M. ENCLAVE PRIVATE LIMITED, (2) SHIVDHARA PROJECTS PRIVATE LIMITED, (3) INOX AGENCY PRIVATE LIMITED, (4) BHANUPRIYA MARKETING PRIVATE LIMITED,** are the absolute and lawful Owners of inter alia 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), (hereinafter referred to as the said Land) vide sale deed(s) dated 02.06.2009 registered as document nos. 5412, 5413, for the year 2009 At the office of the Additional Registrar of Assurance at Kolkata & sale deed(s) dated 25.11.2009 registered as document nos. 12914, 12921, 12923, 12922 for the year 2009 at the office of the Additional Registrar of Assurance II at Kolkata & sale deed(s) dated 03.02.2010 registered as document nos. 1145, 1147, 1148, 1146 for the year 2010 at the office of the Additional Registrar of Assurance II at Kolkata. The owner and the promoter have entered into a [collaboration development/ joint development] agreement dated 05.11.2014 Registered as document no. 08496 for the year 2014 at the office of the D.S.R. -1 North 24 Parganas.

- B. The said land is earmarked for the purpose of Housing Development of a [commercial/residential/any other purpose] project, comprising G+VII multistoried apartment buildings consisting of two blocks namely Block- A & Block- B, and the said project shall be known as **"MEENA ICON"**.
- C. The Owners by a registered Development Agreement duly appointed the Promoter herein as Promoter to develop the said Project in the terms and conditions as mentioned therein. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. 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' from the Landowners and commenced the construction work of a residential-cum-commercial multi-storied building on and upon the said demised land which is under progress.

- E. The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment, Flat or building, as the case may be from Panihati Municipality. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has applied for the registration under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at 1050/2, Survey Park, Kolkata- 700 075 on 13/09/2018 under the provisional registration no. NPR-00302.
- G. The Allottee had applied for an apartment in the Project vides application no. dated and has been allotted apartment no. having carpet area of square feet, type, on floor in (block/building) no. ("Building") along with garage/covered parking no. admeasuring square feet in the Common car parking Zone being demarcated portion as the flat, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The additional disclosures/details agreed between the parties are contained in Schedule **A.2** hereto.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the

Allottee hereby agrees to purchase the [Apartment/Flat] and the garage/covered parking (if applicable) as specified in para G hereinabove.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Flat] as specified in para 'G' hereinabove.

1.2 The Total Price for the [Apartment/ Flat] based on the carpet area is Rs.
(in words Rupees.....
only) ("**Total Price**") (Give break-up and description):-

Block/ Building/Tower no.....	i)	Rate of Apartment	Rs.
Apartment no. ...		(i.e. @ per Sq.Ft.)	
Type.....	ii)	Cost of common areas	Rs.
Floor.....	iii)	Cost for preferential location charges	Rs.
	iv)	Cost of exclusive balcony/verandah area	Rs.
	v)	Cost for exclusive open terrace area	Rs.
			Rs.
		+ G.S.T.	Rs.
	vi)	Cost for internal development	Rs.
	vii)	Cost for external development	Rs.
	viii)	For laying down and providing electric connection	Rs.

Total Price (in Rupees)	ix) For fire fighting equipment for common area	Rs.
	x) For maintenance charges for one year	Rs.

Garage/ covered parking-1	Price for 1 (in Rs.)
	+ G.S.T.
Total price (in Rupees)	-----

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment / Flat.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Flat to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (1.2 para) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Flat includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, firefighting equipment in the common areas, maintenance charges as per Para-II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Flat and the Project.

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

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 2% per annum for the period by which the respective installment has been preponed. The provision for allowing

rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Flat/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate or such other certificate by whatever name called issued by the Competent Authority is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

- 1.8 Subject to para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Flat;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other

occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Flat and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Flat, as the case may be.

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

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/dues and penal charges, if any, to the authority or

person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee has paid a some of Rs.-----/- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Flat as prescribed in the payment plan at Schedule C as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Aloootee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable)] in favor of **Mahamani Properties Private Limited** payable at Kolkata .

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of

India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment/Flat, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Flat to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Flat and accepted the floor plan, payment plan and the specification, amenities and facilities attached along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the

Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by The West Bengal Municipal Act 1993 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

- 6.2 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.
- 6.3 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.

- 6.4 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.

7. **POSSESSION OF THE APARTMENT / FLAT:**

- 7.1 **Schedule for possession of the said Apartment of Flat** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Flat to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Flat.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Flat, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Flat, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of Apartment/ Flat-** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Apartment/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Flat to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Allottees or the competent authority, as the case may be as per the local laws.
- Provided that, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/ Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

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

- (ii) The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.
- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) The Promoter has acquired the working fund for smooth continuation of the Development and construction work of the project and the Promoter have mortgaged the subject property and the proposed project thereon named " MENNA ICON" with "Tata Capital Housing Finance Limited (TCHFL)" at the condition that the amounts receivable out of the sale proceeds of the flats/office spaces/shops/parking spaces etc. will be deposited in the ESCROW A/C opened in the name/style of Mahamani Properties Private Limited Escrow Account No. 8812074615 remained and maintained with the Kotak Mahindra Bank, Salt Lake Branch, Sector-1, Kolkata - 700064;
- (v) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Apartment/Flat and common areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee(s) and the common areas to the Association of Allottee(s) or the Competent Authority as the case may be Maintenance Society;
- (xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Property;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said land to the competent authorities till the completion certificate has been issued and possession of the Apartment/Flat or building, as the case may be along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority;
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects

including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :
 Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT/FLAT:**

The Promoter, on receipt of Total Price of the Apartment/ Flat as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Flat together with proportionate indivisible share in common the areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :**

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/Flat.

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in

the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association of allottees and/or Maintenance Agency to enter into the Apartment/Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

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

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT/ FLAT :**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the Apartment/ Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/ Flat, and keep the Apartment/ Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/ Flat or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/ Flat.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the Association of Allottees/Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972).

20. **BINDING EFFECT :**

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

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND :**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the

provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at A.D.S.R. Bidhannagar, Salt lake, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

<p>M/s. MAHAMANI PROPERTIES PRIVATE LIMITED</p>	<p>Allottee(s) name</p>
<p>Address: BA-17, Sector-1, Salt lake, P.S.- North Bidhannagar, P.O.- Bidhannagar, Kolkata-700064.</p>	<p>Address.....</p>

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. SAVINGS:

Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the apartment, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act, the rules or the regulations made thereunder.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

33 MISCELLANEOUS

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the purchaser understands that The Project shall be developed in phases and the land being subject matter of this Agreement shall form one phase of such phases of Meena Icon. It being agreed that for the purposes of this Agreement and for the purposes of marketing, launching construction the land area for each phase shall and/or may differ and /or vary to the extent as the Developer deems fit and proper and the phases of Meena Icon shall be designed by the Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of each phase with the adjacent phase for connecting all the phases of the Project and each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Developer and the owner jointly shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the (hereinafter referred to as the Additional Area) subject to the Owner of the said Land being desirous of being a part of the project and any area which is included in the project with the concurrence of all the parties hereof and the concurrence of the

respective land owner of the said Land, the Building/Units which are constructed in such additional area shall be entitled to all facilities and/or utilities existent in the Schedule land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and it shall be independent and a right secured with the developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner.

The Purchaser hereby agrees that the Promoter shall have full and absolute right without any interference to develop the other Phases and /or Phases of Meena Icon on the adjacent land which may either be acquired by the Promoter or suitable arrangements with regard thereto may be entered into by the Promoter and the Purchaser shall not raise any objection in the event the Promoter herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Promoter and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added/additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners. It is agreed that after execution and registration and Deed of Conveyance and /or handing over possession of the Unit to the Purchaser the common amenities of "Meena Icon may be situated in and Phase of the Project and /or any other extensions and/or any other phase/phases in the Project and the nature of use of the said common amenities shall not remain confined to the flat/ unit owners of "Meena Icon" and it is further clarified that Unit owners of other phases of "Meena Icon" shall also be entitled to use the common amenities and facilities in the project on such terms & conditions as the Promoter may formulate for use and occupation thereof and upon the completion of all phases and extension of "Meena Icon" the Project shall be connectively known and identified as "Meena Icon". All Phases at Meena Icon irrespective of dwelling unit type and shall have common easement rights in all phases of "Meena Icon" and all the Unit owners of the Blocks comprised in all the Phases and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities Comprised the entire project, for which the Purchaser shall not raise any objection of whatsoever nature and it is agreed between the parties that notwithstanding that any particular phase of "Meena Icon" being completed and the Unit owners of the said phase or part thereof having started to reside therein the right of the Promoter to complete the other phases by utilizing and using the common roads, pathways of "Meena Icon" for the purpose of carrying men and materials and construction equipment notwithstanding the minor inconvenience that may be caused during the construction stage of various phases of "Meena Icon",

34. DISPUTE RESOLUTION :

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____ 2. Signature _____
Name _____ Name _____
Address _____ Address _____

SCHEDULE 'A'

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. _____ containing a carpet area of _____ Square Feet more or less along with balcony with a carpet area of _____ Square Feet more or less and a total built-up area of Unit (including Balcony) of _____ Square Feet more or less on the _____ floor of the Tower ____ of the Project at the said land and limited common easement rights in specified common areas and facilities described in the Schedule-E hereunder and in the said Residential-cum-Commercial Buildings named "**MEENA ICON**" and at the Said Premises.

2. **PARKING** : _____(particularly specified by the Promoter for the Residential Unit Owner/s)

3. **SAID LAND** :

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;

3.1.1. **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

SCHEDULE-‘B’ - FLOOR PLAN OF THE APARTMENT

.....

**SCHEDULE- ‘C’ - PAYMENT PLAN
 PART - I**

The consideration payable by the Allottee to the Promoter for sale of the said Unit/Apartment Shall be as follows:-

(i)	Consideration money for the Allottee’s said Apartment/Unit along with the Car Park(s), if and as mentioned in the hereinabove written (Apartment Price)	Rs.	_____/-
-----	--	-----	---------

(Rupees _____)

Note: It is expressly agreed that all Service Tax / GST as be applicable and payable on construction of the Said Apartment/Unit from time to time shall be borne paid and discharged by the Allottee with each installment.

PART-II
(Installments)

The amount mentioned hereinabove shall be paid by the Allottee to the Promoter in cheque drawn in the name of "**Mahamani Properties Private Limited**" as follows:

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	05 % of the total price+ GST

PART –III

Additional Costs

Following additional costs at the time of execution of this Agreement :

- Transformer / Electrical Equipments Rs. 65,000/-- .
- Maintenance charges @ Rs.3/- per sq. ft. for Six Months in advance.
- In case if Generator connection is provided as follows:-
 - For 2 BHK flat – 400 Watts Rs. 50,000/-
 - For 3BHK flat – 600 Watts Rs. 55,000/-
- The applicable charges which the Allottee will pay before taking possession.

Legal charges (for Agreement for Sale)	Rs. 5,000/-
Intercom connection (with Telephone)	Rs. 7,000/-;
Club membership Registration charge	Rs.55,000/- (one time);
- Towards stamp duty and registration, legal and Misc. charges as may be applicable.
- Sales tax, GST, Service tax, works contract tax, VAT, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said Apartment/Unit in favour of the Allottee.
- Charges levied by the Promoter for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said Unit/Apartment including the costs, charges and expenses for revision of the Plans to the extent if relates to such changes, additions, alterations or variation.

In addition to the above the Allottee(s) hereby also agrees to pay to the Promoter for extra/additional works and/or facilities to be done and/or provided as per requirement of the Allottee(s).

(Period of construction of Apartment/Unit)

The Apartment/Unit described in the **SCHEDULE- A** hereinabove written shall be constructed and completed within, with a grace period of 6 (six) months.

SCHEDULE- 'D' -

SEPECIFICATIONS, FIXTURES & FITTINGS
(WHICH ARE PART OF THE APARTMENT/ FLAT)

- Structure:** R.C.C. framed structure, standard brickwork & plaster.
- Flooring:** All Bed Rooms, Dinning-cum-Living, and Balcony would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathroom would finish with white glazed tiles in 72" height. Roof would be finished with roof tiles
- Doors & Windows:** All doorframes (size 4"x 2 ½") would be made of Sal wood, doors shutter would be flush doors made of commercial ply (Brahmaputra ply or any other co. of the same rate), all doors thickness 32 mm fitted with Round locks. Main door would be fitted with Godrej or similar brand night latch lock. All windows would be made of natural colour alluminium sliding (two doors) with plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI).
- Kitchen:** Black Granite Marble counter top, Stainless steel sink (17" x 20"), glazed tiles up to 3 ft above marble counter.
- Sanitary & Plumbing :** Standard Toilet would be provided with C.P. Shower, one commodes/Indian type pan (Parryware or similar brand) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & C.P. fittings of Essco or similar brand. (base model). There would be concealed line and geyser line in all bathrooms. There would be two basins (18'x12') Parryware or similar brand in each flat.

ELECTRICAL WORKS:

a. Concealed wiring in all flats (Copper electrical wire, Finolex or similar brand.)

b. Each flat will be provided with the following electrical points:

(All switches modular type (Mylinec print of legrand or similar brand) of the same rate)

- | | | |
|-------|-----------------|---|
| i) | Bed room (each) | 2 Light points
1 Fan point
1 Plug point (5 Amp.) |
| ii) | Dining/Drawing | 2 Light points
2 Fan point
2 Plug point (15 Amp.)
1 TV Power point
1 Cable Point without Wire
1 Phone Point without Wire |
| iii) | Kitchen | 1 Light point
1 Exhaust Fan Point
1 Plug point (15 Amp.) |
| iv) | Toilet | 1 Light point
1 Exhaust Fan Point
1 Plug point (5 Amp.) for Geyser |
| v) | Verandah | 1 Light point |
| vi) | Entrance | 1 Door Bell point |
| Vii) | Master Bedroom | 1 TV Power point. |
| Viii) | Main Door | One Video door Phone. |

WATER: Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).

PAINTING : Plaster of Paris inside walls.

OUTSIDE PAINTING: : Snowcem 2 coats painting.

RAILING OF STAIR CASE : Railing of iron.

STAIR CASE PAINTING : Plaster of Paris with colour.

LIFT: : Standard Quality Lift.

Lobby : : Well Decorated.

SCHEDULE- 'E' -

COMMON PORTIONS & FACILITIES

(WHICH ARE PART OF THE APARTMENT/ UNIT)

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

SCHEDULE "F" ABOVE REFERRED TO:

(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.

2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.

- 11. Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE SCHEDULE "G" ABOVE REFERRED TO:
(Devolution of Title)

Short Description of title of deeds by which the Owners purchased the Said Land at Mouza- Panihati, P.O.- Sodepur, Kolkata-700114, District: North 24-Parganas.

Sl. No.	Deed No.	Date	Volume	Vender Name	Area		
					Cottahs	Chittacks	sq. ft.
1	I - 05413 of 2009	02/06/2009	12	Ananta Mukherjee, Sona Rani Mukherjee, Sima Chatterjee, & Rinku Gupta	4	3	40
2	I - 05412 of 2009	02/06/2009	12	Mantu Ranjan Das	4	13	25
3	I - 12914 of 2009	25/11/2009	26	Debashis Das	3	0	22
4	I - 12921 of 2009	25/11/2009	26	Ashis Das	3	0	22
5	I - 12923 of 2009	25/11/2009	26	Mantu Ranjan Das	3	0	24
6	I - 12922 of 2009	25/11/2009	26	Sibashis Das	3	0	22
7	I - 01145 of 2010	03/02/2010	3	Ananta Mukherjee	3	0	22
8	I - 01147 of 2010	03/02/2010	3	Rinku Gupta	3	0	22
9	I - 01148 of 2010	03/02/2010	3	Sona Rani Mukherjee	3	10	07
10	I - 01146 of 2010	03/02/2010	3	Sima Chatterjee	3	0	22

By a Development Agreement dated 05th November, 2014 made by and between **(1) G M ENCLAVE PRIVATE LIMITED, (2) INOX AGENCY PRIVATE LIMITED, (3) SHIVDHARA PROJECTS PRIVATE LIMITED, (4) BHANUPRIYA MARKETING PRIVATE LIMITED,** therein jointly referred to as the Owners of the **One Part** and **M/s Mahamani Properties Private Limited,** therein referred to as the Developer of the **Other Part** and duly registered in the Office of the D.S.R-I North 24-Parganas in Book No. I, CD Volume No. 46, pages from 1934 to 1954 being No. 08496 for the year 2014 the Owners duly granted the Developer the exclusive right to Develop in respect of ALL THAT 33(Thirty Three) Cottahs 15(Fifteen) Chittacks 03(Three) Sq.ft. of Land comprised in R.S. Dag Nos. 1114 & 1115 at Mouza -Panihati being premises Holding No. 175F within Ward No.13 of the Panihati Municipality, Police Station - Khardah, District- 24-Parganas (North).

The Owners have delegated the power to the Developer which are duly executed and registered on 05.11.2014 before D.S.R.-I, North 24-Parganas in Book No.- I, CD Volume No. 46, Page from 1922 to 1933, Being No. 08495 for the year 2014.

The plans for construction of the said Buildings has been sanctioned by the Panihati Municipality vide B.P. SL. No. 514 dated 06-09-2014.

SCHEDULE "H" 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;
 - a) 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;
 - b) 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;
 - c) 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;
 - d) 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;

- e) 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;
- f) 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;
- g) 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;
- h) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- i) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner the right to easements and/or quasi-easements;
- j) 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
- k) 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 changes 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.

