

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this Day of June, 2025 (Two Thousand And Twenty-Five).

By and Between

GADIA ASSOCIATES PVT. LTD.

Abhishek Kheria

Authorised Signatory

1. **Niladri Ghosh** son of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation Service residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal, [PAN BPIPG1833F], [Aadhaar No. 7340 0443 1518] & [Phone No. 9748759710];
2. **Tiyasha Ghosh**, daughter of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation student, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal [Aadhaar No. 7670 2326 3674] & [Phone No. 9748759710], represented by her lawfully appointed guardian under the Guardian & Wards Act, (Act VIII of 1890), namely Niladri Ghosh son of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation Service, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal [PAN BPIPG1833F], [Aadhaar No. 7340 0443 1518] & [Phone No. 9748759710];
3. **Raj Kumar Ghosh** son of Late Nabakumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Business, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal, [PAN AZEPG8148C], [Aadhaar No. 7531 7280 3482]
4. **Sandhyarani Ghosh** wife of Late Nabakumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Housewife, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, District South 24 Parganas, Kolkata 700 151, West Bengal, [PAN CDNPG4415M], [Aadhaar No. 3156 9168 0388]
5. **Mita Das** wife of Late Sanjay Das, by faith Hinduism, by nationality Indian, by occupation Service, residing at Dwarir Road, Post Office Rajpur-Sonarpur, Police Station Sonarpur, District South 24 Parganas, Kolkata-700 151, West Bengal, [PAN AOIPD0351F], [Aadhaar No. 6266 0900 5005]
6. **Swapan Kumar Ghosh** son of Late Kamal Krishna Ghosh, by faith Hinduism, by nationality Indian, by occupation Business, residing 68, Jiban Mohini Ghosh Park, Post Office and Police Station Haridebpur, Kolkata 700 082, West Bengal, [PAN AWCPG0204G], [Aadhaar No. 5742 4842 0358]
7. **Surojeet Kumar Ghosh** son of Mr. Swapan Kumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Service, residing 68, Jiban Mohini Ghosh Park, Post Office and Police Station Haridebpur,

Kolkata 700 082, West Bengal, [PAN DKVPG9913A], [Aadhaar No. 5761 9807 1776]

All are represented by their constituted attorney namely **Messieurs Gadia Associates Private Limited, [PAN AAACG9834D]** a private limited company, governed under the Companies Act, 2013, having its registered office at 209, Chittaranjan Avenue, 4th Floor, Post Office Beadon Street, Police Station Girish Park, Kolkata 700006, West Bengal, being represented by his authorised signatory namely Mr. Abhisek Kheria son of Dinesh Kumar Kheria, by occupation Business, by faith Hinduism, citizen of India, residing at 20, Bijoy Mukherjee Road, Police Station Golabari, Post Office Salkia, District Howrah, PIN 711106, West Bengal [PAN CQGPK7243D], [AADHAAR No. 9077 3985 9764], by virtue of a Board Resolution dated 02.12.2024, hereinafter collectively referred to as the **Said Owners** (which expression shall unless contrary and/or repugnant to the context Include its successors-in-interest and/or assigns) party of the **FIRST PART**.

AND

8. Messieurs Gadia Associates Private Limited, [PAN AAACG9834D] a private limited company, governed under the Companies Act, 2013, having its registered office at 209, Chittaranjan Avenue, 4th Floor, Post Office Beadon Street, Police Station Girish Park, Kolkata 700006, West Bengal represented by its authorised signatory namely Mr. Abhisek Kheria son of Dinesh Kumar Kheria, by occupation Business, by faith Hinduism, citizen of India, residing at 20, Bijoy Mukherjee Road, Police Station Golabari, Post Office Salkia, District Howrah, PIN 711106, West Bengal [PAN CQGPK7243D], [AADHAAR No. 9077 3985 9764], hereinafter referred to as the **Said Promoter** (which expression shall unless contrary and/or repugnant to the context include Its successors-in-interest and/or assigns) party of the **SECOND PART**.

AND

9. Mr. _____, son of Mr. _____, residing at _____, Post Office _____, Police Station _____, District – _____, PIN _____, State of _____, India (**Aadhaar No.** _____) & (**PAN** _____) (**Phone No** _____), (**DOB** _____);

hereinafter referred to as the **"Allottee/s"** (which expression repugnant to the context meaning thereof be deemed to mean and include its heirs, executor, administrator, successor-in-interest, and permitted assigns) party of the **THIRD PART**.

The Owner, Promoter and Allottee/s shall hereinafter collectively be referred to as the **"Parties"** and individually to as a **"Party"**.

WHEREAS:

- A. The Said Owners are the absolute and lawful owners of ALL THAT Land classified as Bastu measuring about 8.2500 (Eight Point Two Five Zero) decimal, more or less, equivalents to 5 (Five) Cottah, more or less, out of 56 (Sixteen) decimal TOGETHERWITH 150 Sq. Ft Old dilapidated Kachha structure, being a portion of R.S. Dag No. 858 corresponding to L.R. Dag No. 1007 (One Thousand Seven), recorded in L.R. Khatian Nos. 3421 (1.8125 Decimal), 3424 (1.8125 Decimal), 2091 (1.00 Decimal), 3423 (1.8125 Decimal) & 4659 (arising from old LR Khatian No. 3422) & 4660 (arising from old LR Khatian No. 3422) (1.8125 Decimal) (1.8125 Decimal), Mouza Jagaddal, J.L. No. 71, Police Station Sonarpur, within the limits of Ward No. 26 of the Rajpur-Sonarpur Municipality, Dr. B. C. Roy Road, Charaktala, Jagaddal, Kolkata 700151, Additional District Sub- Registrar Sonarpur, in the District of South 24 Parganas, West Bengal, TOGETHER WITH all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances (hereinafter referred to as the **Said Land**), morefully described in the **Part-I**, of the **Schedule A** below, purchased by virtue of several registered Deed of Conveyances, morefully described in the **Part-II**, of the **Schedule A** below. The Owners herein being the absolute Owners and possessors of the Said Land have duly mutated the Said Land before BL&LRO, Rajarhat, North 24 Parganas under several Khatian Nos. and obtained Conversion Permission to "BAHUTAL AWASON" under Section 4C, of the West Bengal Land Reforms Act, 1955, of the Said Land from the concerned statutory authority.
- B. The Owners with an intention to develop the Said Land approached the Promoter for the purpose and the Promoter had formulated a scheme to develop a (G+IV) storied building consisting of Residential Accommodation and for the said purpose has nominated the Promoter to plan, conceptualize, build, erect and complete the project on such terms and conditions as contained in a Development Agreement, dated 14^h May, 2024, registered before the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2024, Page from 77954 to 78001, being No. 160804024 for the year 2024 and subsequently the Owners herein had executed a Power of Attorney in favour of the Promoter conferred certain power mentioned in the said Power of Attorney dated, 14^h May, 2024, registered before the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2024, Page from 105107 to 105133, being No. 160804030 for the year 2024 dated 14^h May,

2024, registered before the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2024, Page from 77954 to 78001, being No. 160804024 for the year 2024 and subsequently the Owners herein had executed a Power of Attorney in favour of the Promoter conferred certain power mentioned in the said Power of Attorney dated, 14th May, 2024, registered before the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2024, Page from 105107 to 105133, being No. 160804030 for the year 2024 (hereinafter collectively referred to as the **Said Development Agreement**).

- C. **Allocation Agreement:** In furtherance to the Development Agreement the Land Owners and Promoter had entered into a supplementary Allocation Agreement dated **09th December, 2024**, and thereby the Land Owners and Promoter have allocated the Flats/Unit/ Car Parking amongst themselves in the following manner:

(Land Owner's Allocation): -

Sl. No.	Landlord Name	Flat No.	Floor No.	Area in Square feet (Super Built Up Area)
1	Niladri Ghosh & Tiyaasha Ghosh	Flat No. 1A	First	600 Sq. Ft.
2	Raj Kumar Ghosh	Flat No. 2A	Second	600 Sq. Ft.
3	Mita Das & Sandhyarani Ghosh	Flat No. 3A	Third	600 Sq. Ft.
4	Swapn Kumar Ghosh & Surojeet Ghosh	Flat No. 4A	Fourth	600 Sq. Ft.

(Developer's Allocation):-

Sl. No.	Flat No.	Floor No.	Area in Square feet (Super Built Up Area)
1	Flat No. 1B	First	700 Sq. Ft.
2	Flat No. 1C	First	900 Sq. Ft.
3	Flat No. 2B	Second	700 Sq. Ft.
4	Flat No. 2C	Second	900 Sq. Ft.
5	Flat No. 3B	Third	700 Sq. Ft.
6	Flat No. 3C	Third	900 Sq. Ft.
7	Flat No. 4B	Fourth	700 Sq. Ft.
8	Flat No. 4C	Fourth	900 Sq. Ft.
9	Covered Parking	Ground	3 units
11	Shop A	Ground	226 Sq. Ft.
12	Shop B	Ground	185 Sq. Ft.
13	Shop C	Ground	136 Sq. Ft.
14	Shop D	Ground	153 Sq. Ft.
15	Storeroom	Ground	280 Sq. Ft.

- D. The Said Land is earmarked for the purpose of building a residential project comprising one G+IV storied Building and car parking spaces and the said project shall be known as **MERIDIAN GALAXIA** ("Said Complex"). The development of the Said Complex inter alia consisting of one G+IV storied Building & 03 numbers of Car Parking Spaces being constructed on the Said Complex, and proposed as a "real estate project" by the Promoter relying upon the Plan sanctioned vide **Building Permit No. 59/C3/26/01 dated 19th Day of August, 2021** by the Rajpur-Sonarpur Municipality (RSM).
- E. The Owners and the Promoter are fully competent to enter into this Agreement pursuant to the terms and conditions of the Development Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Said Land on which the Project is to be constructed have been completed.
- F. The Promoter has obtained the final layout plan approvals for the Project from Rajpur-Sonarpur Municipality and constructed the New Building thereon. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project namely Meridian Galaxia, under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata No. _____ on _____ under registration;
- H. The Allottee/s had applied for an apartment in the Project and thereby the Promoter herein allotted the below mentioned flat by a Letter of Allotment vide Allotment No. Meridian 101 dated _____ and has been allotted Residential Apartment No. _____, on the _____ Floor, having Carpet Area of _____ Square Feet TOGETHER WITH attached balcony measuring _____ square feet, more or less and the said apartment with attached balcony collectively having built up area of _____ square feet, more or less, in G+IV storied building namely Meridian Galaxia, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Said Apartment" more particularly described in **Schedule B** and the Floor Plan of the Said Apartment is annexed hereto and marked as **Schedule B-1**);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners and Promoter hereby agree to sell and the Allottee/s hereby agree/s to purchase the Said Apartment.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Said Apartment, morefully described in the Schedule B below.
- 1.2 The Total Price for the Said Apartment based on the carpet area is **Rs.** [Total Price *].
The details of Payment Plan, morefully described in the **Part-I** of the **Schedule C**.

Details are tabulated below-

Apartment No.	
Floor	
Parking Space	
Carpet Area	
Rate of Apartment per Square Feet	

* The amounts include the cost of apartment, cost of exclusive balcony of verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charge, etc., if/as applicable.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee/s to the Promoter towards the Said Apartment.

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Cess or any other similar taxes which may be levied, apart from GST which shall be extra, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Apartment to the Allottee/s and the project to the association of Allottee/s 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:
- (iii) The Promoter shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within the time from the date of such written intimation. 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 the Said 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 Said Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, in the common areas etc. and the Total Price does not include the Utility Charges, morefully described in the **Part-II** of the **Schedule-C** below .
- 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 / rule / regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in

respect of the apartment, plot or 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, or such minor changes or alterations as per the provisions of the Act.

- 1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand that from the Allottee/s 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 Clause 1.2 of this Agreement.
- 1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee/s shall have the right to the [Apartment] as mentioned below:
- (i) The Allottee/s shall have exclusive Ownership of the [Apartment];
 - (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, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act;
 - (iii) That the computation of the price of the Said 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 (apart from GST), cost of providing electric wiring, in the common areas, etc. and includes cost for providing all other facilities, amenities and Specifications, morefully described in the **Schedule D**, to be provided within the Said Apartment and the Project.

- 1.8 It is made clear by the Promoter and the Allottee/s agrees that the Apartment along with Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Complex is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Said Complex's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Said Complex.
- 1.9 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Said Complex, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972;
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Apartment to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the 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 outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.10 The Allottee/s has paid a sum of **Rs. 1,00,000/- (Rupees One Lakh Only) (Excluding GST)** as **Booking Amount** being part payment towards the Total Price of the Said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Said Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter is abiding by the construction milestones, the Allottee/s shall make all payment on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **Gadia Associates Pvt. Ltd. Escrow Account**, payable at **Kolkata**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999, or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999, or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan below.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

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

7. POSSESSION OF THE SAID APARTMENT:

7.1 Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on or before **30th Day of November, 2025** with a grace period of further six months (**Completion Date**), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, Statewide Lockdown or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Said Complex 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], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc.

against the Promoter 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, to the Allottee/s in terms of this Agreement to be taken within 03 (Three) Months from the date of issue of such Notice and the Promoter shall give possession of the Apartment to the Allottee/s. 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, agrees to pay the maintenance charges as determined by the Promoter / association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 90 (Ninety) days of receiving the occupancy certificate* of the Said Complex.

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

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

7.5 Cancellation by Allottee/s- 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 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance

with the terms of the Agreement, duly completed by the date specified herein; 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/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act:

Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8 REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Said Land;
- (ii) The Promoter has 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;
- (iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Said Land or the Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Owners and the Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Owners and the Promoter confirms that the they are not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owners and the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not *Waqf* property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - (a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be

required to make the next payment without any penal interest; or

- (iii) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (a) In case the Allottee fails to make payments for 03 (Three) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, 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 specified in the Rules.
- (b) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment] in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

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

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees and the Allottee shall be responsible to pay maintenance charges on regular basis as demanded by the Promoter till the taking over of the maintenance of the project by the association of the Allottees.

12. DEFECT LIABILITY:

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

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

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

14. RIGHT TO ENTER INTO THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Said Complex, shall be ear-marked 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, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to

the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertake, assure and guarantee 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 Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Apartment. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by the association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Allottee is entering into this Agreement for the allotment of a [Said Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Complex in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Said Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Apartment at his/ her own cost. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule G** below.

18. 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 plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT:

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

21. 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 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Registrar/Sub-Registrar/Registrar of Assurances 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 Registrar/Sub-Registrar/Registrar of Assurances 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/s 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.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:

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 [Said Complex] shall equally be applicable to and enforceable against and by any subsequent Allottee/s of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be 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/s in Kolkata.

30. NOTICE

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

Name of Allottee/s:

Allottee/s Address:

Promoter name: Messieurs Gadia Associates Private Limited

Promoter Address: 209, Chittaranjan Avenue, 4th Floor, Post Office Beadon Street, Police Station Girish Park, Kolkata 700006, West Bengal

Email Id. info@meridiangrouprealty.in

It shall be the duty of the Allottee/s 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.

31. JOINT ALLOTTEE/S:

That in case there are Joint Allottee/s 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.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

**THE SCHEDULE 'A'
ABOVE REFERRED TO**

**PART I
(Said Land)**

ALL THAT Land classified as Bastu measuring about 8.2500 (Eight Point Two Five Zero) decimal, more or less, equivalents to 5 (Five) Cottah, more or less, out of 56 (Sixteen) decimal TOGETHERWITH 150 Sq. Ft Old dilapidated Kachha structure, being a portion of R.S. Dag No. 858 corresponding to L.R. Dag No. 1007 (One Thousand Seven), recorded in L.R. Khatian Nos. 3421 (1.8125 Decimal), 3424 (1.8125 Decimal), 2091 (1.00 Decimal), 3423 (1.8125 Decimal) & 4659 (arising from old LR Khatian No. 3422) & 4660 (arising from old LR Khatian No. 3422) (1.8125 Decimal), Mouza Jagaddal, J.L. No. 71, Police Station Sonarpur, within the limits of Ward No. 26 of the Rajpur-Sonarpur Municipality, Dr. B. C. Roy Road, Charaktala, Jagaddal, Kolkata 700151, Additional District Sub- Registrar Sonarpur, in the District of South 24 Parganas, West Bengal, the Said Property is butted and bounded as follows-

On the North	: 40' Feet Wide Dr. B C Roy Road
On the East	: By Land of LR Dag No. 858
On the South	: By Land of LR Dag No. 858
On the West	: By Land of LR Dag No. 858

TOGETHER WITH all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

**PART II
(Details of Ownership)**

The Land Owners have represented and warranted to the Promoter as follows:

- (i) The land originally belonged to Pashupatinath Ghosh, Kiranbala Ghosh, Sailendranath Mukhopadhyay and their names were correctly recorded in R.S. Khatian No. 737. Said Pashupatinath Ghosh, Kiranbala Ghosh, Sailendranath Mukhopadhyay amicably partitioned their property and possessing with pacific demarcation. The Sailendranath Mukhopadhyay, executed a Deed of Sale of Land measuring an area 18.66 Decimals in favour of Bhola Nath Ghosh by a registered Sale Deed dated 07.04.1961, vide Being No. 2762 for the year 1961, registered before SRO Baruipur, 24 Parganas, recorded in Book I, Volume No. 43 at pages 57-58.

- (ii) Thereafter said Bholanath Ghosh executed a Deed of Gift land measuring an area 08.25 Decimals in favour his daughter Snadhya Rani Ghosh by a registered Deed of Gift Being No. 75 dated 09.01.1962.
- (iii) Thereafter said Sandhya Rani Ghosh constructed a dueling housed thereon and started living with her family and also mutated her name in L.R. Khatian No. 2091.
- (iv) Said Sandhya Rani Ghosh executed a Deed of Gift 26.09.2014 in favour of her two sons and two daughters by a register Deed of Gift by Book No. I, CD Volume No. 21, Pages 7236 to 7251, Being No. 10047 for the year 2014, duly registered in the office of A.D.S.R. Sonarpur.
- (v) On the same date said two sons and two daughters executed another Deed of Gift measuring 01 Decimal of land in favour of their mother by a register Deed of Gift by Book No. I, CD Volume No. 21, Pages 7212 to 7235, Being No. 10048 for the year 2014, duly registered in the office of A.D.S.R. Sonarpur.
- (vi) Sushanta Ghosh and Others, after obtaining the said property duly mutated their names in the records of B.L. & L.R.O. under L.R. Khatian No. 3421, 3424, 3423, 3422, in the respect of their land.
- (vii) Said Sushanta Ghosh, Raj Kumar Ghosh, Sandhya Rani Ghosh, Mita Das, Rita Ghosh, are thus well seized and possessed of or otherwise well and sufficiently ALL THAT Said Land.
- (viii) Said Rita Ghosh died intestate on 09.11.2020, leaving behind her husband namely Swapan Kumar Ghosh, and one son namely Surojeet Kumar Ghosh as the legal hers and representatives.
- (ix) Said Sushanta Ghosh, Raj Kumar Ghosh, Sandhya Rani Ghosh, Mita Das, Swapan Kumar Ghosh and Surojeet Kumar Ghosh, are thus the absolute joint owners of the aforesaid property.
- (x) Said Sushanta Ghosh subsequently died intestate, on 31.05.2021, leaving behind one son namely Niladri Ghosh and minor daughter namely Tiyaasha Ghosh.
- (xi) Said Niladri Ghosh son of Late Sushanta Ghosh by virtue of an order dated 03.01.2024 passed by the Ld. District Judge, Alipore, South 24 Parganas, has been appointed as the legal guardian of said minor daughter Tiyaasha Ghosh under the Guardian & Wards Act, (Act VIII of 1890)

**THE SCHEDULE 'B'
ABOVE REFERRED TO
(Said Apartment)**

- (a) ALL THAT Residential Apartment No. , on the Floor,
having Carpet Area of Square Feet
TOGETHER WITH attached balcony measuring square
feet, more or less and the said apartment with attached balcony
collectively having built up area of square
feet, more or less, in G+IV storied building namely **Meridian Galaxia**
("Building"), [Apartment] constructed on the Said Complex namely
Meridian Galaxia, lying and situated at the Said Land morefully
described in the **Part-1** of Schedule **A** above.
- (b) The Land Share, being undivided, impartible, proportionate and
variable share in the land underneath the Said Tower/Building, as be
attributable and appurtenant to the Said Apartment [**Land Share**];
- (c) The Share In Common Areas, being the undivided, impartible,
proportionate and variable share and/or interest in the Common
Areas of the Real Estate Project described in Schedule E below, as be
attributable and appurtenant to the Said Apartment, subject to the
terms and conditions of this Agreement.

**THE SCHEDULE 'B-1'
ABOVE REFERRED TO
(Floor Plan)**

PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE
SHEET

**THE SCHEDULE C
ABOVE REFERRED TO
(Part-I)**

The Total Price payable for the Said Apartment Rs. , For
Extra Charge Rs. and for GST Rs.
Together aggregating to

**(Part-II)
UTILITY CHARGES (Mandatory Charges)**

In addition to the Total Price, the Allottee/s shall also pay to the Promoter,
on delivery of possession, the amounts mentioned in the table below
(collectively Utility Charges), proportionately or wholly (as the case may be),
with GST and other Taxes, if any, thereon, towards

- i. Charges for Transformer Rs. 120per Sq.ft. +Applicable Taxes
- ii. Generator Connection - Rs 102/- per Sq.ft. +Applicable Taxes.
- iii. Common Area Maintenance Deposit (for 1 year) – Rs. 3/-per Sq. ft+Applicable Taxes.
- iv. Lawyer Fees - 1% of the Deed Value +Applicable Taxes.

THE SCHEDULE D ABOVE REFERRED TO (SPECIFICATIONS)

Tower Features

1. **Foundation:** RCC Foundation resting on cast-in-situ reinforced concrete bored piles complying with relevant ISI Code
2. **Structure Framework:** Earthquake Resistant RCC framed structure complying with relevant ISI Code
3. **Common Roof:** RCC roof
4. **Finishing on Wall:** Wall Plaster of Paris / Equivalent over Fly Ash Bricks / AAC Blocks Surface / Red Bricks.
5. **Other Facilities:**
 - i. 24 Hrs. Water Supply
 - ii. 24X7 Generator/Power Backup for all common areas & services
 - iii. Generator /Power Backup for Apartment
6. **Staircase & Typical Floor Lobby:**
 - i. Staircases: Stairs laid with tiles / granites / other stones.
 - ii. Lobby Floor: Vitrified Tiles in Floor
7. **Car Parking:** Covered Car Parking in Ground Floor with Tiles / Pavers
8. **Lift:** One Lift.
9. **Common Area:** Adequate LED Illumination in all Lobbies, Staircases & Common Areas

Apartment Features

1. **Flooring:** Bedroom / Living / Dining Room – Vitrified Tiles with Skirting
2. **Water Proofing:** Floors of Kitchen & Bathroom
3. **Kitchen:**
 - i. Granite Platform
 - ii. Flooring – Vitrified Tiles
 - iii. Stainless Steel Sink
 - iv. Tiles up to 2 ft above the Counter / Platform
 - v. Electric Points for Refrigerator, Water Filter & Microwave.
4. **Toilet:**

- i. Anti-Skid Ceramic Tiles for Flooring
- ii. Wall Tiles up to door heights
- iii. White Sanitary Ware of Reputed Brand
- iv. CP Fittings & fixtures
- v. Electrical Points for Geyser & Exhaust Fan
- vi. Plumbing provision for Hot / Cold water line
- 5. **Balcony:** M.S Railing with Exterior Grade Paint Finished.
- 6. **Door:**
 - i. Door Frame: Made of Treated Wood
 - ii. Main & Internal Door: Flush Door with Wooden Primer, Lock & Handle
- 7. **Windows:** Standard Powder Coated Aluminium Section / UPVC Window Shutters with glass glazing
- 8. **Electrical:**
 - i. Concealed Copper Wiring with Modular Switches
 - ii. AC Points in all Bedrooms
 - iii. Electrical Points in all Bedroom, Living /Dining, Kitchen & Toilets with Protective MCB's
 - iv. Door Bell Point at the main entrance door
 - v. TV points in Master Bedroom & Living / Dining
 - vi. Provision for Electric Point for Washing Machine
- 9. **Lightening Protection:** As per compliance

THE SCHEDULE 'E'
ABOVE REFERRED TO
(Common Areas & Common Amenities)

COMMON AREAS

- (a) Entrance Lobby at the ground level of the Said Building
- (b) Lobbies on all floors and staircase(s) of the Said Building
- (c) Lift machine room and lift well of the Said Building
- (d) Water reservoirs/tanks of the Said Building
- (e) Water supply pipeline in the Said Building (save those inside any Apartment)
- (f) Drainage and sewerage pipeline in the Said Building (save those inside any Apartment)
- (g) Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common areas of the Said Building
- (h) Electricity meter(s) for common installations and space for their installation
- (i) Lift and allied machineries in the Said Building
- (j) External walls of the Said Building;
- (k) Roof Area
- (l) Stair Room

COMMON AMENITIES

- a) Common Paths, passages, driveways within the entire Project as intended to be provided by the Promoter, excluding however the areas reserved by the Promoter for parking of motor cars and other vehicles for other purposes and/or those allotted and/or provided to specific unit-Allottee/s.
- b) Drainage and sewerage system
- c) Other areas and installations as be planned by the Promoter/ Developer.

**THE SCHEDULE 'F'
ABOVE REFERRED TO
(Easements or Quasi Easements)**

**(Part-I)
For Promoter and/or MMC**

(The under mentioned rights easements and quasi easement privileges and appurtenances shall be reserved for the Promoter and/or the maintenance company of Meridian Galaxia)

1. The right to passage in common with the Allottee and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of Meridian Galaxia through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of Meridian Galaxia for all purposes whatsoever.
2. The right of protection for other portion or portions of Meridian Galaxia by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Allottee by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of Meridian Galaxia.
3. The right of the Promoter, Occupier(s) and/or management company for the purpose of ingress and egress to and from such Part or parts of Meridian Galaxia the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of Meridian Galaxia.
4. The right of the Promoter/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Promoter and other person or persons shall give to the

Allottee twenty-four hours' prior notice in writing of their intention of such entry as aforesaid.

**Part-II
(For Allottee/s)**

1. The Allottee/s shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Promoter the rights easements, quasi-easements privileges and appurtenances hereinbefore more particularly set forth in the F SCHEDULE hereto.
2. The right of access and passage in common with the Promoter or the co-Owner/Promoter and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in Meridian Galaxia and /or its phases and the Said Land.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said apartment.
4. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wires and conduits lying or being in under through or over Meridian Galaxia and the Said Land so far as may be reasonably necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
5. The right with or without workmen and necessary materials for the Allottee/s to enter from time to time upon the other parts of Meridian Galaxia the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Promoter and occupiers of the other units and portion of Meridian Galaxia.

THE SCHEDULE 'G'
ABOVE REFERRED TO
(Covenants)

That from date of possession of the Said Apartment the Allottee/s agree and covenant, as follows:

- i. To co-operate with the other co Allottee/s in the management and maintenance of the said building(s).
- ii. To observe the rules framed from time to time by the Promoter/ Maintenance Management Company and become a member of the association of Apartment Owner/Promoter who shall collectively observe the rules framed from time to time by the Service Company.
- iii. To use the said Apartment for residential purposes only and for no other purposes whatsoever without the consent in writing of the Promoter.
- iv. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Apartment and proportionately for the building(s) and/or common parts/parts and wholly for the said Apartment (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter/ Maintenance Management Company. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment has been taken or not by the Allottee/s. The Allottee/s shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organization.
- v. The Allottee/s shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the **Schedule-H** hereunder written at such rate as may be decided, determined and apportioned from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organization such payments are required to be made without any abatement or demand.
- vi. To deposit the amounts reasonably required with Promoter/ Maintenance Management Company towards the liability for rates and taxes and other outgoings.
- vii. To pay charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- viii. Not to subdivide the said Apartment and/or the Parking Space if allotted or any portion thereof.
- ix. To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the building(s).

- x. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment or in the compound or any portion of the building(s).
- xi. Not to store or bring and allow being stored in the said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xii. Not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiii. Not to damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- xiv. Not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
- xv. Not to make in the said Apartment any structural addition and/or alterations such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.
- xvi. Not to use the said Apartment or permit the same to be used for any purposes whatsoever other than residential purpose/ as has been granted and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the Owner/Developer and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Nursing Home, Amusement or Entertainment Centre, Catering Place, Dispensary or a Meeting Place or for industrial or commercial activities whatsoever.
- xxiii. To abide by such building(s) rules and regulations as may be made applicable by the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organization.
- xxiv. Not to cause obstruction in the parking area of anybody including other Allottee/s in the Complex and Not to park any car or permit any car to be parked in any open area or unsold car parking area.

- xxv. To use the said car parking space for parking of cars belonging to the Allottee/s and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Allottee/s.
- xxvi. The proportionate rate payable by the Allottee/s for the common expenses shall be decided from time to time and the Allottee/s shall be liable to pay all such expenses wholly if it relates to the Allottee/s Apartment only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The Allottee/s shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organization in terms of these presents, the employees of the Owner/ Promoter such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment and the Allottee/s shall not be entitled to raise any objection thereto and hereby consents to the same.
- xxvii. So long as such Apartment in the Said Land shall not be separately mutated and assessed the Allottee/s shall pay the proportionate share of all rates and taxes.
- xxviii. The Allottee/s admits and accepts that before the execution and registration of conveyance deed of the Said Apartment, the Allottee/s will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement on payment of @ 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:-
- (a) The Allottee/s shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
 - (b) The Allottee/s shall obtain prior written permission of the Promoter and the Allottee/s and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
 - (c) The Allottee/s shall pay an additional legal fee of Rs.25,000/- (Rupees Twenty-Five Thousand Only) to the Promoter towards the tripartite Nomination Agreement.

- xxix. The Allottee/s shall become member of the Association of Allottee/s as and when the same is formed and the Association of Allottee/s shall be in respect of the Said Complex.
- xxx. The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee/s.
- xxxi. The name of the Project is and shall be "Meridian Galaxia". The Building and of the Projects shall be named in the manner as may be deemed appropriate by the PROMOTER.

**THE SCHEDULE 'H'
ABOVE REFERRED TO
(COMMON EXPENSES/CHARGES)**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expenses connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the New Building Common Portions at the New Building level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the New Building Common Portions at the New Building level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any APARTMENT AND/OR UNIT) walls of the New Buildings.
8. All expenses for running and operating all machinery, equipment and installations comprised in the New Building Common Portions

at the New Building level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, 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 New Building Common Portions at the New Building level and/or Complex Common Portion at the Complex level.

- 9.** Property Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the New Building those separately assessed on the Allottee/s.
- 10.** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED
by the OWNERS in the presence of:

Witnesses

1. Signature

Name – Anupam Mondal

Father's Name – Amrit Mondal

Address –Ururi, Post Office – Ururi,
Police Station – Bhupatinagar,
District-Purba Medinipur, PIN-
721458, West Bengal

[Niladri Ghosh, Minor Tiyaasha Ghosh represented by her lawfully appointed guardian under the Guardian & Wards Act, (Act VIII of 1890), namely Niladri Ghosh son of Late Sushanta Ghosh, Raj Kumar Ghosh, Sandhyarani Ghosh, Mita Das, Swapan Kumar Ghosh, Surojeet Kumar Ghosh. Through their constituted attorney namely **Messieurs Gadia Associates Private Limited**, Authorised Signatory namely Mr. Abhisek Kheria]

[Signature of Owners]

2. Signature

Name – Sombhu Biswas

Father's Name – Ajay Biswas

Address –K. K. Ramdas Road, Post
Office – Nimta, Police Station –
Nimta, District-North 24 Parganas,
Kolkata-700049, West Bengal

[Messieurs Gadia Associates Private Limited by their Authorised Signatory namely Abhisek Kheria]

[Signature of Promoter]

[Signature of Allottee No. 1]

Prepared in my office:

(SANJAY SADHU)

Advocate

Enrolment No. WB/770/2000

District Judges Court, Barasat, North 24 Parganas

MEMO OF CONSIDERATION

Received from the within named Allottee/s the within mentioned sum of Rs. _____/- (**Rupees** _____) only towards part payment of the consideration for sale of the Said Apartment described in the Schedule above, in the following manner:

DATE	CHEQUE NO.	BANK	AMOUNT
	TOTAL		

Witnesses

1. **Signature** _____
Name - Anupam Mondal
Father's Name - Amrit Mondal
Address -Ururi, Post Office - Ururi,
Police Station - Bhupatinagar, District-
Purba Medinipur, PIN-721458, West
Bengal

2. **Signature** _____
Name - Sombhu Biswas
Father's Name - Ajay Biswas
Address -K. K. Ramdas Road, Post
Office - Nimta, Police Station - Nimta,
District-North 24 Parganas, Kolkata-
700049, West Bengal

[Messieurs Gadia Associates Private
Limited by their Authorised Signatory
namely Abhishek Kheria]
[Signature of Promoter]

GADIA ASSOCIATES PVT. LTD.

Abhishek Kheria

Authorised Signatory