

AGREEMENT FOR SALE

This Agreement for Sale executed on this _____ (Date) day
of _____ (Month), 20_____

BY AND BETWEEN

1. **MAHAMAYATALLA RESIDENCY LLP**, a limited liability partnership firm established under the Limited Liability Partnership Act, 2008 having its Registered place of business at 74, Lenin Sarani, Post Office - Taltala, Police Station - Taltala, Kolkata-700 013, District - Kolkata, having PAN NO. AATFM7256P, represented by its Authorized **SHRI ARPAN DUTTA**, son of Shri Sambhu Nath Dutta, by Nationality: Indian, by faith: Hindu, by occupation: service and residing at Village Kamarpole (R.K. Polly), P.O. Sarisha, P.S. Diamond Harbour, District 24 Parganas (South), Pin 743 368, having his PAN No. ARQPD3478A, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall mean and include its Successors/Successors-in-interest, office administrators, representatives and assigns) as the Party of the **FIRST PART**.

AND

2.
 - a. **M/S. MEGHNA TRADECOM PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Post Office - Taltala, Police Station Taltala, District - Kolkata, Kolkata-700 013, having PAN No. AAFCM0390P.
 - b. **M/S. MEGHNA PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Nicco House, 2, Hare Street, Post Office - Here Street, Police Station- Here Street, District - Kolkata, Kolkata-700001, having PAN No. AAGCM7997P.
 - c. **M/S. ADYA TOWNSHIP PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Post

Office – Taltala, Police Station Taltala, District - Kolkata, Kolkata-700 013, having PAN No. AAICA6900E.

- d. **M/S. ADYA DEVCON PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Post Office – Taltala, Police Station Taltala, District - Kolkata, Kolkata - 700 013, having PAN No. AAICA6901F.
- e. **M/S. SAMMAN REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 14F, Swinhoe Street, Post Office - Ballygunge, Police Station Gariahat, District - South 24 Parganas, Kolkata-700 019, having PAN No. AAOC57936G.
- f. **M/S. DEVANSHI INFRA PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 14F, Swinhoe Street, Post Office - Ballygunge, Police Station Gariahat, District - South 24 Parganas, Kolkata-700 013, having PAN No. AADCD6226F.
- g. **M/S. PADMA COMPLEX PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 2, Rowland Road, Post Office – Elgin Road, Police Station Ballygunge, District - South 24 Parganas, Kolkata-700 020, having PAN No. AAFCP6881Q.
- h. **M/S. SHIVANGI INFRA REALTY PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 2, Rowland Road, Post Office – Elgin Road, Police Station Ballygunge, District - South 24 Parganas, Kolkata-700 020, having PAN No. AAOC59844H.

All are represented by their Authorized Signatory **SHRI ARPAN DUTTA**, son of Shri Sambhu Nath Dutta, by Nationality: Indian, by faith: Hindu, by occupation: service and residing at Village Kamarpole (R.K. Polly), P.O. Sarisha, P.S. Diamond Harbour, District 24 Parganas (South), Pin 743 368, having his PAN No. ARQPD3478A, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context shall mean and include its Successors/Successors-in-interest, office administrators, representatives and assigns) as the Party of the **SECOND PART**.

AND

3.

A) MR. _____, son/wife/daughter of _____, by nationality Indian, by faith Hindu, by occupation _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, Kolkata - _____, having PAN No. _____, and Aadhaar No. _____

B) MRS. _____, son/wife/daughter of _____, by nationality Indian, by faith Hindu, by occupation _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, Kolkata - _____, having PAN No. _____, and Aadhaar No. _____, hereinafter called the "**ALLOTEES/PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) as the Party of the **THIRD PART**.

The Parties of the first and second Part shall be jointly be referred to as the Promoter's. The Promoters and Purchaser/Allottees shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

1. DEFINITIONS

a) For the purpose of this Agreement for Sale, unless the context otherwise requires,

- i. "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii. "**APPLICABLE LAW**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority, whether in effect on the date of this Agreement or thereafter;
- iii. "**ARCHITECT**" shall mean any person or Firm or Company whom the Developer may appoint from time to time as the Architect of

the building or buildings to be constructed at the said land;

- iv. "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- v. "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- vi. "Section" means a section of the Act.

WHEREAS:

1. By virtue of a registered deed of conveyance dated 10th August, 1999 Debasis Ghosh, son of Nityananda Ghosh, Nityananda Ghosh, son of Late Bhusan Chandra Ghosh, Anima Ghosh, wife of Nityananda Ghosh, Mallika Ghosh, wife of Debasish Ghosh, Sudipta Ghosh, son of Nityananda Ghosh, Biplab Ray, son of Late Jatindra Mohan Ray, Nilima Ray, wife of Biplab Ray, Shankar Ray, son of Late Jatindra Mohan Ray, Tapasi Saha, wife of Alope Saha and Nibedita Saha, wife of Ajoy Saha being the purchasers purchased 90.5 decimal land which was registered in the office of A.D.S.R. Sonarpur, South 24 Parganas and recorded in Book No. 1, Volume No. 35, pages 137 to 149, being no. 1987 for the year 2003 comprised in Dag No. 21, 19, 3, 4, 5, 8, and 9 in Mouza - Kumrakhali, J. L. No. 48, Police Station - Sonarpur, District - South 24 Parganas, hereinafter referred to as the Said Land, more fully described in Schedule "A" herein.
2. Shri Nityananda Ghosh died intestate living behind his wife, Mrs. Anima Ghosh, 3 (three Sons) namely Mr. Debasis Ghosh, Mr. Sudipta Ghosh, Mr. Jayanta Ghosh, and 4(Four) daughters namely, Mrs. Srabani Ghosh, Mrs. Banani Mukherjee nee Ghosh, Mrs. Indrani Mukherjee nee Ghosh, Mrs. Sampa Bhattacharya nee Ghosh, as his only legal heirs, who became entitled to his share in the Said Land.
3. Thus Debasish Ghosh, Anima Ghosh, Mallika Ghosh, Sudipta Ghosh, Jayanta Ghosh, Srabani Ghosh, Banani Mukherjee, Sampa Bhattacharyya, Indrani Ghosal, Biplab Ray, Nilima Ray, Sankar ray, Tapasi Saha, Nibedita Saha became the absolute owner of the Said Land admeasuring 90.5 decimals, comprised in Dag No. 21, 19, 3, 4, 5, 8, and 9 in Mouza - Kumrakhali, J. L. No. 48, Police Station - Sonarpur, District - South 24 Parganas, hereinafter referred to as the Said Land, more fully described in Schedule "A" herein.
4. **SUBSEQUENTLY THEREAFTER** said Debasish Ghosh, Anima Ghosh, Mallika Ghosh, Sudipta Ghosh, Jayanta Ghosh, Srabani Ghosh, Banani Mukherjee, Sampa Bhattacharyya,

Indrani Ghosal, Biplab Ray, Nilima Ray, Sankar Ray, Tapasi Saha, Nibedita Saha sold the out the said property by executing a Deed of Conveyance on 22nd December 2010, registered in the Office of the Additional District Sub Registrar at Sonarpur, South 24 Parganas, recorded in Book No. 1, CD Volume No. 34, Pages from 3641 to 3672, being No. 14250 for the year 2010 to 8 different Companies herein referred to as the "Owners", mentioned as follows :

- A) **MEGHNA TRADECOM PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 2nd Floor, 9 Ramsevak Mullick Lane, Police Station - Barabazar, Kolkata - 700007, represented by Piyush Agarwal, son of Suresh Kumar Agarwal of 2nd Floor, 9 Ramsevak Mullick Lane, Kolkata - 700007.
- B) **MEGHNA PROJECTS PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 2nd Floor, 9 Ramsevak Mullick Lane, Police Station - Barabazar, Kolkata - 700007, represented by Piyush Agarwal, son of Suresh Kumar Agarwal of 2nd Floor, 9 Ramsevak Mullick Lane, Kolkata - 700007.
- C) **ADYA TOWNSHIP PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 74 Lenin Sarani, Police Station - Taltala, Kolkata - 700013, represented by Naresh Chandra Agarwalla, son of Late Krishna Chandra Agarwalla of 74 Lenin Sarani, Police Station - Taltala, Kolkata - 700013;
- D) **ADYA DEVCON PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 74 Lenin Sarani, Police Station - Taltala, Kolkata - 700013, represented by Naresh Chandra Agarwalla, son of Late Krishna Chandra Agarwalla of 74 Lenin Sarani, Police Station - Taltala, Kolkata - 700013;
- E) **SAMMAN REALTORS PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 14 F, Swinho Street, Police Station - Gariahat, Kolkata - 700013, represented by Anant Nathani, son of Rajesh Nathani of 14 F, Swinho Street, Police Station - Gariahat, Kolkata - 700013;
- F) **DEVANSHI INFRA PROJECTS PRIVATE LIMITED**, a company incorporated

under the provision of Companies Act, 1956 having its registered office at 14 F, Swinho Street, Police Station – Gariahat, Kolkata – 700013, represented by Anant Nathani, son of Rajesh Nathani of 14 F, Swinho Street, Police Station – Gariahat, Kolkata – 700013;

G) **PADMA COMPLEX PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020, represented by Sanjiv Kumar Dabriwal, son of Dwarka Prasad Dabriwal, of 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020;

H) **SHIVANGI INFRA REALTY PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020, represented by Sanjiv Kumar Dabriwal, son of Dwarka Prasad Dabriwal, of 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020;

5. By the said Deed of Conveyance said 8 companies become the joint owner of the land being 90.5 Decimal equivalent to 2 Bigha 14 Cottah 12 Chittak 1.8 Sq. Ft. All in Mouza – Kumrakhali, J. L. No. 48, Police Station – Sonarpur, District – South 24 Parganas, hereinafter referred to as the "Said Property/ Land", comprised in L. R. Dag No: 3, 4, 5, 8, 9, 19, 21, in L. R. Khatian No. 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2016, 2507 and 2508.
6. The Owners herein entered into a Development Agreement with the Developer on the 10th day of January, 2015, wherein the owners granted the right of development on the Said Premises to the Developer along with such other terms and conditions as mentioned therein.
7. The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as "**FOUNTAIN EXOTICA**".
8. The Promoters 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.
9. The Promoters has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Rajpur-Sonarpur Municipality, being No. 2137/CB/27/15 dated 10th April, 2014. The Promoters 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;

10. The Promoters have already applied for registration the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority.
11. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having Carpet Area of _____ Sq. Ft., equivalent to _____ Sq. Ft. Built-Up Area and _____ Sq. Ft. of Super Built-Up Area, on _____ floor in "**FOUNTAIN EXOTICA**" and 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 of the apartment is annexed hereto and marked as Schedule B.
12. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
13. The Purchaser has verified all the documents in respect to the Said Land and Said Plot and has satisfied himself with regards to the right, title and interest of the owners and the developers and the owner in respect of the said premises.
14. 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;
15. 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;
16. 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 as specified in para G.

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

1. PURPOSE

- 1.1. The Developer is constructing and developing a residential complex on the total area of Land admeasuring about 90.5 Decimal, more or less contained in R.S. & L.R. Dag No. 3, 4, 5, 8, 9, 19, 21 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508, subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556 in Mouza Kumrakhali, J.L. No. 48, Police Station Sonarpur, District South 24 Parganas, Holding No. 432, Mahamayatala, Kolkata - 700 084, within Ward No. 27 of the Rajpur Sonarpur Municipality, herein after referred to as the "Said Land", more fully described in Schedule herein and as per the sanction plan sanctioned by the Rajpur Sonarpur Municipality.
- 1.2. The Purchaser being desirous of purchasing a unit in the residential complex being constructed on the Said Plot and has made an application for allotment of a Unit, after duly accepting the terms and conditions contained in the application form, vide application No. _____, dated _____.
- 1.3. Subsequently the Developer issued an allotment Letter being no. _____ dated _____, to the Purchaser allotting Unit No. _____.
- 1.4. The Purchaser has verified all the documents in respect to the Said Land and Said Plot and has satisfied himself with regards to the right, title and interest of the owners and the developer and the owner in respect of the said premises.
- 1.5. The Purchaser has agreed to Purchase and the Developer has agreed to Sale to the Purchaser the Said Unit being _____, on the basis of certain consideration, terms and conditions, which are duly accepted by both the Parties.
- 1.6. The Parties are now desirous of entering into this Agreement for effecting the transaction and reducing the above said certain terms and condition for which they are entering into this Agreement.

2. **COMMENCEMENT**

2.1. This Agreement shall commence on the date of it being signed and executed by the Parties.

3. **TERMS**

3.1. Subject to the terms and conditions as detailed in this Agreement, the Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para 20 hereinabove.

3.2. The Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____) only ("Total Price") (Give break up and description):

Apartment /Flat/ Unit No.	Amount (Rs.)	Amount (Rs.)
Flat Value		
CGST@9%		
SGST@9%		
Extra Charges (As per Schedule - E)		
CGST@9%		
SGST@9%		
Total Price (Rs.)		

3.2.1. ***Explanation***

3.2.1.1. Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

3.2.1.2. 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) up to the date of handing over the

possession of the apartment/plot 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;

3.2.1.3. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoters shall be increased/reduced based on such change / modification;

3.2.1.4. Provided further that if there is any increase in the taxes 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;

3.2.1.5. The Promoters shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

3.2.1.6. The Total Price of 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 II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

3.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges,

cost/ charges imposed by the competent authorities, the Promoters shall enclose the said notification /order /rule /regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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.

3.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule "D" & "E" ("Total Consideration & Payment Plan" & "Schedule of Extra Charges and Deposit").

3.5. The Promoters may allow, in its sole discretion, provide for a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 0% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

3.6. It is agreed that the Promoters 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 at Schedule "C" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoters 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.

3.7. The Promoters shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion 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 then the Promoters 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 Allottee, the Promoters may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "D" & "E". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

3.8. Subject to para 9.3 the Promoters agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

3.8.1. The Allottee shall have exclusive ownership of the Apartment;

3.8.2. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

3.8.3. 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 1 L etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

3.8.4. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

3.8.5. The Promoter reserves the right to give permissions for parking the vehicle at the designated identified areas in the Project. The Promoter at its own discretion shall provide the necessary permissions for parking the vehicles at the designated parking areas.

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

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

3.11. The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment the time of application the receipt of which the Promoters hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoters within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

4. MODE OF PAYMENT

4.1. Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on written 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 "MAHAMAYATALLA RESIDENCY LLP".

4.2. Payment of installment, and all other dues shall have to be made within due dates as would be mentioned in the demand notes/ letter(s) of **DEVELOPER** to be issued from time to time requesting for such payments. Payment within time would be deemed to be the essence of terms of allotment. Part payments will not be accepted after the due dates. Purchaser shall be liable to pay interest as specified in the Act and rules from the date on which the amounts fall due, to the date of payment, both days inclusive. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any. No extension of time will be allowed for payment of allotment money.

4.3. In the event of any cheque being dishonoured or returning unpaid due to any reason whatsoever then the Purchaser shall within 2 (two) days of dishonor issue a bank draft of the relevant amount including additional charges of Rs. 500/- (Rupees Five Hundred Only) plus applicable taxes, if any

5. COMPLIANCE OF LAWS RELATING TO REMITTANCES

5.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 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 Promoters 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 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 the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

5.2. The Promoters accepts no responsibility in regard to matters specified in para 3.1 above.

The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

6. ADJUSTMENTS / APPROPRIATION OF PAYMENTS

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

7. TIME IS THE ESSENCE

7.1. The Promoters 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 to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

8. CONSTRUCTION OF THE PROJECT

8.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoters 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 Promoters 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 laws of West Bengal 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.

8.2. The Purchaser shall not in any manner cause obstruction and/or hindrance to the construction and the development of the Project. If due to the default of the Purchaser the DEVELOPER is restrained from carrying out the construction/ development or is restrained from transferring or disposing of the Apartment(s)/ Unit(s), then save as except the other rights of the DEVELOPER, the Purchaser shall be liable to compensate and indemnify the DEVELOPER for all such loss, damage, cost claims etc. that may be suffer or incurred.

8.3. No structural changes/ modifications are permitted. The Purchaser shall not do or cause to be done any such things or works, which brings about structural changes/ modification in the Unit(s).

8.4. The work of construction of the project shall be taken up in various phases and all the common facilities and/or amenities will be provided progressively. The facilities/ amenities which are common for the entire project will be provided only upon completion of the entire project.

8.5. The Internal electrical wiring for the units shall be provided by the DEVELOPER, however the Purchaser shall have to apply to the concerned Authority for obtaining supply of power and a separate meter for their allotted unit. The Security Deposit and/or the charges to be paid for such electricity shall be paid by the Purchaser to the concerned Authority.

9. POSSESSION OF THE APARTMENT

9.1. Schedule of Possession of the Said Apartment

9.1.1. The Promoter agrees and understands that timely delivery of possession of the Apartment 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 Promoters assures to hand over possession of the Apartment

along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31st December, 2019, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment.

- 9.1.2.** 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 Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from the allotment within 45 days from that date. The promoters 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 Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

9.2. Procedure for taking Possession

- 9.2.1.** The Promoters, upon obtaining the Completion Certificate as applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of Completion Certificate. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoters/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the

occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

9.3. Failure of Allottee to take Possession of Apartment

9.3.1. Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 9.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 9.2.

9.4. Possession by the Allottee

9.4.1. After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.

9.4.2. Provided that, in the absence of any local law, 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.

9.5. Cancellation by Allottee

9.5.1. The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act.

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

9.6. Compensation

9.6.1. The Promoters 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

9.6.3. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoters shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

10.1. The Promoters hereby represents and warrants to the Allottee as follows:

10.1.1. The Promoters has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- 10.1.2.** The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 10.1.3.** There are no encumbrances upon the said Land or the Project;
- 10.1.4.** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- 10.1.5.** 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 Promoters 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;
- 10.1.6.** The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 10.1.7.** The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 10.1.8.** The Promoters confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 10.1.9.** At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

10.1.10. 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;

10.1.11. The Promoters 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 till the completion certificate has been issued and possession of apartment, plot 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, as the case may be;

10.1.12. 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.

11. EVENTS OF DEFAULTS AND CONSEQUENCES

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

11.1.1. Promoters fails to provide ready to move in possession of the Apartment to the Allottee 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 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 completion certificate, as the case may be, has been issued by the competent authority;

11.1.2. 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.

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

11.2.1. Stop making further payments to Promoters 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 interest; or

11.2.2. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

11.2.5. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoters on the unpaid amount at the rate prescribed in the Rules;

11.2.6. In case of Default by Allottee under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in his regard, the Promoters may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the

allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

11.2.7. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

12. CONVEYANCE OF THE SAID APARTMENT

12.1. The Promoters on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and /or the completion certificate, as the case may be, to the allottee;

12.2. Provided that, in the absence of local law the conveyance deed in favour of the allottee shall be carried out by the promoters within 3 months from the date of issue of occupancy certificate. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in his /her favour till payment of stamp duty and registration charges to the Promoters is made by the Allottee.

13. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT

13.1. The Promoters 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 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.

14. DEFECT LIABILITY

14.1. 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 Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within

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

15. RIGHT TO ENTER THE PARTMENT FOR REPAIRS

- 15.1.** The Promoters/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 agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the nominal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

16. USAGE

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

17. MISCELLANEOUS

- 17.1.** It is understood that the Purchaser has / have applied for allotment of Apartment(s)/ Unit(s) with full knowledge of all the law / notifications and rules applicable to the said plot/ Complex/ project area, which have been fully understood by the Purchaser. It is further understood that the Purchaser has / have fully satisfied himself/herself/itself about the right, and /or interest of **DEVELOPER** in the said plot on which construction of the Premise will be /are being constructed.

- 17.2. It is understood that the Purchaser has/have applied for allotment of the Apartment(s)/ Unit(s) for residential purposes only and not for any other purpose.
- 17.3. All the terms and conditions of the Application form shall mutatis mutandis apply to this Agreement. In case of variation and/or conflict between the conditions of the application form and this Agreement, the terms of this Agreement shall prevail.
- 17.4. The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Purchaser.
- 17.5. The Purchaser shall make timely and regular payments of maintenance and other utility charges.
- 17.6. The name of the Project is and shall be "**FOUNTAIN EXOTICA**". The Blocks and the Units of the Projects shall be named in the manner as may be deemed appropriate by the DEVELOPER.
- 17.7. The easement right and/or the pathways of the Project and in respect of the building/blocks/ units constructed and/or to be further constructed on the Said Land thereon, shall be provided by the Developer as per its scheme. The Purchaser agrees to the same and shall not raise any objection in this regard in any manner whatsoever.
- 17.8. The Purchaser shall from time to time sign all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/ Unit(s) Purchasers. In case of Joint Applicant(s) / Purchaser, any document signed / accepted / acknowledged by any one of the Purchaser shall be binding upon the other Purchaser.
- 17.9. The Applicants shall at all-time mention the Allotment number and/ or Unit number and/or customer Identification number in all the correspondences.

- 17.10. The Purchaser and all persons under him shall observe all the Rules and Regulations that be framed by the Developer / Maintenance Organization from time to time.
- 17.11. It is further clarified that any nomination/transfer of the Apartment(s)/ Unit(s) by the Purchaser shall not be in any manner inconsistent with the covenants herein contained.
- 17.12. After conveyance the Purchaser shall apply for at his cost separate assessment of the Apartment(s)/ Unit(s) for municipal taxes and mutation of the name of the Purchaser in respect of the Unit in the records of the concerned Municipal Authority.
- 17.13. The Purchaser has/have examined and accepted the plans, designs, specifications of the said Apartment(s) / Unit(s).
- 17.14. **DEVELOPER** will have the right to decide which block(s)/building(s) to construct first. The Towers may not be constructed simultaneously.
- 17.15. Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized for construction activities during the construction period.
- 17.16. No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by **DEVELOPER** if the Purchaser desires (with prior written approval/consent of **DEVELOPER**) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) / Unit(s) and request the **DEVELOPER** to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s).
- 17.17. The Purchaser must quote the application number as printed on Application form and on allotment, their Apartment(s)/ Unit(s) Number as indicated in the Allotment Letter, in all future correspondences.
- 18. COMPLIANCE WITH RESPECT TO THE APARTMENT**

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

18.2. 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 facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

18.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

19. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES

19.1. 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.

20. ADDITIONAL CONSTRUCTION

20.1. The Promoters 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.

21. PROMOTER SHALL NOT CREATE MORTGAGE OR CREATE CHARGE

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

21.2. The Promoter has already created a charge on the Project with "Tata Capital Housing Finance Limited" however the Apartment shall be conveyed free from such charges in favour of the Purchaser after payment of the entire consideration amount.

22. APARTMENT OWNERSHIP ACT

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

23. BINDING EFFECT

23.1. Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or: appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying that default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in

connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT

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

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE

26.1. 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 and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

27. WAIVER NOT A LIMITATION TO ENFORCE

27.1. The Promoters 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 [Schedule D & E] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

- 27.2. 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.

28. SEVERABILITY

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

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE

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

30. FURTHER ASSURANCES

- 30.1. 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.

31. PLACE OF EXECUTION

- 31.1. 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.

32. NOTICES

32.1. Notices, demand or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this Agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgment due) two days after posting and proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

i. Address of the Developer

74, Lenin Sarani,
Police Station - Taltala,
Kolkata-700 013

ii. Address of the Owner

74, Lenin Sarani,
Police Station - Taltala,
Kolkata - 700 013

iii. Address of the Purchaser

Post Office - _____
Police Station - _____
District - _____

32.2. It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address

by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

33. JOINT ALLOTTEES

- 33.1. That in case there are joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

34. SAVINGS

- 34.1. Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot 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 or the rules or the regulations made thereunder.

35. GOVERNING LAW

- 35.1. 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 and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

36. DISPUTE RESOLUTION

- a. All disputes or differences relating to or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.
- b. However, disputes which cannot be settled amicably shall be finally decided and resolved by Arbitration and Conciliation Act 1996 and any subsequent amendment(s) thereto. The

matter requiring arbitration will be referred to a sole arbitrator to be appointed by the Developer. The Purchases herein given its unequivocal consent for the same and agrees not to challenge the jurisdiction of the Arbitrator so appointed and undertakes to abide the decision passed by the Arbitrator.

- c. The award passed by the Arbitrator shall be final and binding upon the Parties.
- d. The proceedings of the arbitration shall be conducted in English and shall be construed as domestic arbitration under the applicable laws.
- e. The seat of Arbitration shall be Kolkata.

SCHEDULE A

THE SAID LAND/PREMISES

All that piece and parcel of the Land admeasuring about 90.5 decimal, more or less, (on physical verification the quantum of Land is 71 decimals) comprised in and being a part of R.S & L.R. Dag No. 3, 4, 5, 8, 9, 19, 21 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508, subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556 in Mouza

Kumrakhal, J.L. No. 48, Police Station Sonarpur, District South 24 Parganas, Holding No. 432, Mahamayatala, Kolkata - 700 084, within Ward No. 27 of the Rajpur Sonarpur Municipality and butted and bounded as follows:

On the North : By R.S. Dag No. 3(P), R.S.Dag No. 4(P), R. S. Dag No. 8(P) and R. S. Dag No. 9(P)

On the East : By N.S.C. Bose Road (60')

On the South :By R.S. Dag No. 23, R.S. Dag No. 20, R.S. Dag No. 19(P) and R.S. Dag No. 9(P)

On the West :By R.S. Dag No. 2 and R.S. Dag No. 1

SCHEDULE B

THE SAID UNIT/ RESIDENTIAL UNIT

Residential unit bearing No. _____ consisting of such specifications as mentioned in Schedule "C" herein ad-measuring about _____ sq. ft. super built up area corresponding to _____ sq. ft. carpet area situated on the ____ floor of Fountain Exotica, together along with the right to use _____ Car Park admeasuring 135 Sq. Ft. more or less and undivided proportionate share, right, title and interest in the Schedule Premises.

SCHEDULE C

SPECIFICATION & COMMON FACILITIES

STRUCTURE	RCC foundation as per GEO Technical engineer's recommendation.
WALL FINISH	Conventional Brickwork, 8" External Wall, 5"/3" Internal Walls
FLOORING	Vitrified Tiles in bedroom living room, dining room

KITCHEN	Granite Platform with Stainless Steel Sink
TOILETS	Modern Sanitary ware of Reputed Brands
WINDOWS	Sliding aluminum windows with clear glass panels
DOORS	Good Quality Flush Doors
PLUMBING	Concealed Pipeline using standard materials
ELECTRICALS	Concealed copper wiring of ISI brand switches of reputed brands, 15 amp. Power Point, adequate electrical points.
SECURITY	24 hrs security
ELEVATOR	Modern elevator
COMMON FACILITIES	Community Hall, 24 hrs drinking water, Games Room, Power back-up, Fire safety equipments

SCHEDULE-D

TOTAL CONSIDERATION & PAYMENT PLAN

Apartment /Flat/ Unit No.	Rate	Amount (Rs.)
Total Price (Rs.)		

PAYMENT STAGES	% of TOTAL SALE PRICE	AMOUNT (RS.)
On Application	-	
Within 30 days of issue Provisional Allotment Letter	20% less the Booking Amount	
On or before Piling	15%	
On or before Ground Floor	15%	
On or before 1 st Floor Casting	10%	
On or before 2 nd Floor Casting	10%	
On or before 3 rd Floor Casting	5%	
On or before 4 th Floor Casting	5%	
On or before 5 th Floor Casting	5%	

On or before 6 th Floor Casting	5%	
On or before 7 th Floor Casting	5%	
On or before Possession and Registration of Conveyance Deed	5%	

SCHEDULE- E

SCHEDULE OF EXTRA CHARGES AND DEPOSITS

Extra Charges and Deposits	Amount (Rs.)
Generator Charges	Rs. 25000/- per KVA
Mutation Charges	Rs. 25000/-
Mutation Fees	Payable to Rajpur-Sonarpur Municipality as per actual.
Corporation Tax	At actual
Maintenance Deposit	At actual
Individual WBSEB Meter Deposit	At actual
Association Formation Charges	Rs. 11000/-
Documentation Charges	Rs. 5000/-
Transformer & Cabling Charges	At actual
Legal Fees	Rs. 25000/-

TIME BOUND PAYMENT PLAN

PAYMENT STAGES	% of TOTAL EXTRA CHARGES
On or before the execution of Agreement to Sale	50% of Legal Fees only & Balance 50% On or before Possession and Registration of Conveyance Deed
On or before Possession and Registration of Conveyance Deed	100%

MEMO OF CONSIDERATION

<u>Sl. No.</u>	<u>Date</u>	<u>Pay Order/ Cheque No.</u>	<u>Bank</u>	<u>Amount of Consideration</u>
1				
2				
			TOTAL	

Witnesses:

1.

2.

DEVELOPER SIGNATURE

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

SIGNED and DELIVERED by the
DEVELOPER at Kolkata
in the presence of:

1

2

SIGNED and DELIVERED by the
OWNER at Kolkata
in the presence of:

1

2

SIGNED and DELIVERED by the
ALLOTEES/PURCHASERS, at Kolkata
in the presence of:

1

2