

## **AGREEMENT FOR SALE**

**This Agreement for Sale** executed on this ..... day of ....., 2022, by and between **ASPIRA LOHARUKA DEVELOPERS LLP**, (LLP Identification Number : AAD-9967), a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : ABCFA4594Q), represented by its Authorised Signatory

**(Mr.) Kailashpati Agarwal**, son of Late Shanti Swarup Agarwal, an Indian Citizen, by faith Hindu, by Profession Service, having (PAN:BUJPA8468C) (AADHAR NO. 337145058532, residing at B-602, Green Woods Premium, Shibtolla, Kaikhali, P.S. Airport, Kolkata – 700136 And **(Mr.) Bijay Karmakar**, son of Late Kundupada Karmakar, having PAN BSDPK5802N, AADHAR NO. 780743183932, an Indian Citizen, by Caste Hindu, by Profession Service, residing at 242/3, Bidhan Pally, P.O. N.S.S., Ward- 17, Kalyani, Nadia, PIN-741250, duly authorized by its resolution dated 1<sup>st</sup> July, 2022, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

**AND**

**(Mr.)** ....., PAN : ....., (Aadhaar No. ....) son of **Mr.** ....., an Indian Citizen, by faith ....., by Profession ..... residing at ..... And **(Mrs.)** ....., PAN : ....., (Aadhaar No. ....) wife of ....., **Mr.** ....., an Indian Citizen, by faith ....., by Profession ....., residing at ....., residing at ....., hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

**(1) ALLMOST REALTORS PRIVATE LIMITED**, (CIN No. U45400WB2012PTC184401), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAKCA8668F), **(2) BRAVO COMMOSALES PRIVATE LIMITED**,(CIN No. U51909WB2014PTC202904), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAFCB9913P), **(3) LUXURIANT INFRAPROJECTS PRIVATE LIMITED**,(CIN No. U70102WB2014PTC203426), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACCL7358K), **(4) MAKELIFE PROJECTS PRIVATE LIMITED**, (CIN No. U45400WB2012PTC183732), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAICM1215A), **(5) MAKELIFE PROPERTIES PRIVATE LIMITED**, (CIN No. U45400WB2012PTC183753), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road,

Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACM1216D),(6) **VERONICA DEALERS PRIVATE LIMITED**, (CIN No. U51909WB2011PTC162104), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACV6356J),(7) **WAXFLOWER INFRASTRUCTURE PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202478), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACW5374K),(8) **BLUESNOE AGENCIES PRIVATE LIMITED**, (CIN No. U51909WB2014PTC202903), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAFB9914L),(9) **FLAX TRADERS PRIVATE LIMITED**,(CIN No. U51909WB2014PTC203422), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACF4438Q),(10) **FLORIN PROPERTIES PRIVATE LIMITED**,(CIN No. U70102WB2014PTC202474), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACF4197Q),(11) **LAUREN TRADERS PRIVATE LIMITED**, (CIN No. U51909WB2014PTC203146), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACL7280J),(12) **KOTIRATAN BUILDTECH PRIVATE LIMITED**, (CIN No. U45400WB2012PTC183728), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAEC8840R),(13) **PRADYUMNA ADVISORY PRIVATE LIMITED**, (CIN No. U51909WB2014PTC202910), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAHP7741B),(14) **PRADYUMNA COMMOTRADE PRIVATE LIMITED**, (CIN No. U51909WB2014PTC202911), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAHP7742C), and(15) **RANDHIR VINTRADE PRIVATE LIMITED**, (CIN No. U51909WB2010PTC154333), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAFR0465C), all represented by its Constituted

Attorneies **(Mr.)Kailashpati Agarwal**, son of Late Shanti Swarup Agarwal, an Indian Citizen, by faith Hindu, by Profession Service, having (PAN:BUJPA8468C)(AADHAR NO. 337145058532, residing at B-602, Green Woods Premium, Shibtolla, Kaikhali, P.S. Airport,Kolkata – 700136 And **(Mr.) Bijay Karmakar**, son of Late Kundupada Karmakar, having PAN BSDPK5802N, AADHAR NO. 780743183932, an Indian Citizen, by Caste Hindu, by Profession Service, residing at 242/3, Bidhan Pally, P.O. N.S.S., Ward- 17, Kalyani, Nadia, PIN- 741250, hereinafter jointly and/or collectively referred to as the **“Owners”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and/or assigns);

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

**WHEREAS:**

- A. The Owners are the full and lawful owners of **All That** the piece and parcel of the land containing an area of 1.50 Acres (equivalent to 90 Cottahs 12 Chittacks) more or less, situate lying at and comprised in various Dags, recorded in various Khatians in Mouza-Gopalpur, J.L. No.2, Police Station– Airport, in the District of North 24-Parganas, more fully described in Schedule A-1 ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-2 hereto.
- B. The Owners and the Promoter have entered into a joint Development Agreement dated 31<sup>st</sup>July 2015 and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2015, Pages from 34641 to 34692, Being No. 190401015 for the year 2015. further rectified by a Deed of Declaration cum Rectification dated 31st August 2016 and registered on 7th September, 2016, with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 315122 to 315135, Being No. 190408428 for the year 2016.
- C. 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 **FRESHIA-I**("Project").
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed;
- E. Notice of commencement under the Bidhannagar Municipal Corporation was submitted vide letter dated 22.11.2018 by Developer of the Project intimating the date of commencement as 22.11.2018.
- F. The Promoter has obtained the final layout plan approvals for the Project from Bidhannagar Municipal Corporation (Formerly Rajarhat Gopalpur Municipality).The Promoter agrees and undertake 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 Allottee had applied for an apartment in the Project and has been allotted apartment No. ...., having carpet area of .....(.....) square feet, on ..... Floor in Block- ..... ("Building") along with one dependent/independent parking No. ----- admeasuring ----- square feet in the **Ground Floor of Block -----**, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The additional disclosures/details agreed between the parties are contained in Clause 34, hereto.
- 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking (if applicable) as specified in paragraph H.

**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 and the Allottee hereby agrees to purchase, the Apartment as specified in Paragraph H.
- 1.2 The Total Price for the Apartment based on the carpet area is **Rs...../-** (Rupees.....) only, together with Goods & Services Tax, as applicable ("**TotalPrice**"):

PARTICULARS	PRICE, Item wise(in Rs.)	G.S.T. (inRs.)
Apartment/Unit No.2A, Block No. 3 on the Second Floor, more fully detailed in the Schedule- A.	47,73,350.00	-----00

Floor Escalation @ Rs. 20 /- per sq. ft. on carpet area of the flat.	-----00	-----00
Preferential Location Charges @ Rs.150 /- per sq. ft. on carpet area of the flat.	-----00	-----00
Amenities and Facilities Charges @ 90/- per Sq. ft. on carpet area of the flat.	-----00	-----00
Electric Line Charges @ Rs. 90/- per sq. ft. on carpet area of the flat.	-----00	-----00
Generator Charges and supply of power of about 1 (One) KVA/ 0.75 KVA there from to the said Unit during power failure.	35,000.00	-----00
<b>Total Price:</b> (Sum total of Price and G.S.T., as above):	-----00	
Note: The Goods & Services Tax (G.S.T.) and other applicable taxes, if any, applicable on the Price shall be payable by the Allottee as per prevalent rates, thus may vary in future.		

## Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T., if any as per law and Cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;

Provided that in case there is any change / modification in the Taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment includes: 1) Pro-rata share in the Common Areas; and 2) parking, if any, as provided in the Agreement;
- (v) In addition to the Total Price, the Allottee shall also pay Other Charges as mentioned in Clause-34 (k) herein and Deposits as mentioned in Clause-34 (l) herein;

- 1.3 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective installment has been proponed. 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.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made proportionate to the price as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Apartment.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall

convey undivided, proportionate title in the Common Areas to the Association of Allottees, as provided in the Act.

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas, if so required, and includes cost for providing all other facilities, as provided within the Project;
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking, if any, 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 and 'Shared Common Elements', for the benefit of the Allottee. It is clarified that Project's the Shared Common Elements, as per Clause- 4 of Schedule E shall be available for use and enjoyment of the Allottees of the Project, i.e. Freshia-I and owners and occupiers of the Flat in adjoining Project, i.e. Freshia-II.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely the Shared Common Elements, 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;
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, 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, if taken by the Promoter 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 or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a sum of Rs...../- (Rupees.....) only, as booking amount/ being part payment towards the Total Price of the Apartment at the time of application/ till date hereof, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate prescribed in the Rules.



**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable)] in favour of **ASPIRA LOHARUKA DEVELOPERS LLP**, payable at Kolkata.

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

3.1 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 there under 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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.

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

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

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

**5. TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common Areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate, as the case may be. Similarly, the Allottees shall make timely payments of the installments and other dues payable by

him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule-C ("Payment Plan").

## 6. CONSTRUCTION OF THE PROJECT / APARTMENT:

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

## 7. POSSESSION OF THE APARTMENT:

### 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 **30<sup>th</sup> June, 2023**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, 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, the Allottee agrees that he/she/they 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 completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice, and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be.

The Promoter on its behalf shall offer the possession to the Allottee in writing immediately days of receiving the occupancy certificate of the Project.

**7.3 Failure of Allottee to take Possession of the Apartment-**

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

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

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the Promoter within 45 days of such cancellation, SUBJECT TO the Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents, as be required by the Promoter.

**7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him/ her/them 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.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Apartment, with interest at the rate prescribed in the Rules within forty-five days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in

the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or in the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not 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 Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is 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 Promoter shall hand over 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 property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Wakf 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 there under.

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for any demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter 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 booking amount and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his/her/their own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

The Owners and the Promoter, on receipt of Total Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of 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/their 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 also 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 Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Apartment.

**12. DEFECT LIABILITY:**

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

such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/their right to the use of Common Area 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 Allottee of all his/her/their obligation in respect of the terms and conditions specified by the maintenance agency or the Association of Allottees, from time to time.

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

The Promoter/maintenance agency/association of allottees shall have right 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 normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any located within the Freshia-I 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules-E-1 hereto and maintain the Apartment at his/her/their 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 common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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.

16.2 The Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the 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.

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

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carryout, from time to time after he/she has taken over the occupation and use of the said Apartment, all the requirements, requisitions, demands and repairs, which are required by any competent authority in respect of the Apartment at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

The 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 has been approved by the competent authority(ies), except for as provided in the Act.

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

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

**20. APARTMENT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, Firstly, the Allottee signs



and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and Secondly, appears for registration of the same before the concerned Sub-Registrar (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 Promoter 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 Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

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

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

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

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule- C] 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.

25.2 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 there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar/Additional Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

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

**Allottee: (MR.)** .....

**Address** -----

**Promoter: ASPIRA LOHARUKA DEVELOPERS LLP**

**FRESHIA**, SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136.

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

**31. JOINT ALLOTTEES:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**34. OTHER TERMS AND CONDITIONS AS PER THE CONTRACTUAL UNDERSTANDING BETWEEN THE PARTIES:**

- (a) All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any oral evidence regarding the payment.
- (b) The Tax Deductible at Source under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- (c) The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and

Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

- (d) The Promoter herein is also the Promoter of the Adjoining Land, having been appointed developer by the owners of the Adjoining Land.
- (e) By an Agreement dated 30<sup>th</sup> August 2016 made between the Promoter herein, the Owners herein and the owners of the Adjoining Land, with the intention of providing better amenities and facilities to the buyers of flats/ units in each of the Projects being constructed on the said two Land, i.e. the said Land and the adjoining Land and better synergizing their respective resources, the parties thereto have decided that, despite the fact that two separate Projects are being constructed at each of the said two Land, certain areas of each Project shall remain common between the respective Allottee of both the Projects constructed on the said two Land and similarly certain installations and amenities at each of both the Projects shall remain common between the respective Allottees of both the said both the Projects. Thus, it was decided among the parties therein that the Amenities and Facilities (as mentioned in Clause-4 of the Schedule-‘E’ herein) of Freshia-I Project shall be shared with the Amenities and Facilities of Freshia-II Project developed in the adjoining Land, hereinafter and hereinbefore called as ‘Shared Common Elements’ and the Allottee herein confirm the same.
- (f) The said Building shall contain certain Common Areas as specified in Clause- 1 and Clause-2 of Schedule- ‘E’ hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall contain certain Common Areas (Shared Common Elements) as specified in Clause-4 of the Schedule ‘E’ hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and sharing Shared Common Elements with Co-owners of the Freshia-II. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.
- (g) The Project contains open and covered parking spaces as per sanctioned plans (“Car Parking Areas”). In addition, the Project also contain certain open spaces which are not forming part of the Amenities and Facilities mentioned in Schedule ‘E’ and which can be used for parking “Open Parking Areas”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

- (h) The Promoter intends to make additions and alterations to the Building Plans without affecting the Apartment or reducing the Amenities and Facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time, if and to the extent required under the Act.
- (i) The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Bidhannagar Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
- (j) Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- (k) Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:
- k.1. Documentation Charges: being a sum equivalent to 0.45% of the total Price, i.e. **Rs...../-**(.....)only, shall be paid simultaneously with the execution hereof and 0.45% of the total price shall be payable on or before registration of the document, at the prevailing Market rate during such time.
  - k.2. Charges for formation of Association being a sum of **Rs. 3000/-**(Rupees Three Thousand) only.
  - k.3. Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
  - k.4. Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire-fighting code/ regulations.
  - k.5. Goods and Service Tax on the above amounts.
- (l) Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:
- l.1. Security Deposit and the expenses as may be required by WBSEDCL Limited or other electricity provider for individual meter in respect of the Apartment directly with WBSEDCL Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.

- I.2. The Allottee shall deposit and/or keep deposited with the Promoter a sum calculated @ 36/- per square feet on Built Up area of the apartment, i.e. **Rs...../-** (.....) only, as interest free security deposit towards maintenance charges.
- (m) The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter within 15 days of receiving a written intimation from the Promoter as per Para 7.2 (Procedure for taking possession) of the Agreement.
- (n) The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Apartment and/or the Common Areas).
- (o) Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- (p) The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favor of the Association, to which the Allottee hereby agrees.
- (q) The ownership and enjoyment of the Apartment by the Allottee shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules, as stipulated in Schedule E-1 hereto.
- (r) The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @3% (three percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @3% mentioned in this clause in respect of the Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the

Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

- (s) The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of sixty months from the date of the Completion Certificate
- (t) The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- (u) **AREA CALCULATION:**
- u.1. **Carpet Area of Unit:** The carpet area for the Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- u.2. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- u.3. **Built-up Area:** The built-up area for the Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- u.4. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Apartment.
- u.5. **Unit Area for Common Area Maintenance:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area which is ..... (.....) Square feet, more or less.

- (v) The Promoter has taken/may take loans/construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
- (w) In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
- (x) Unless changed by the Promoter, Messrs. Raj Agarwal & Associates of 8B, Royd Street, 2<sup>nd</sup> Floor, Near Park Street, Kolkata-700016 shall be the Architect for the Project.
- (y) The Project shall bear the name “**FRESHIA-I**” or such other name as be decided by the Promoter from time to time. The Blocks ‘1’, ‘2’, ‘3’ and ‘4’ shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

**35. DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- a. “**this agreement**” shall mean the Agreement and schedules all read together.
- b. “**Co-owners**” shall mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
- c. “**Sanctioned Plan**” shall mean the plan sanctioned by the erstwhile Rajarhat Gopalpur Municipality (which is presently included in Bidhannagar Municipal Corporation) vide Building Permit No.984 of 2014-15 dated 20th July 2014, further renewed on 20th July, 2017 by Bidhannagar Municipal Corporation for construction of the Building/s at the said Land and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter, subject to compliance of the Act.
- d. “**other exigencies**” shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
- e. **ADJOINING LAND/ PROJECT** shall mean the Project named “**FRESHIA-II**” adjoining the Said Land, which is also being developed by the Promoter herein.



- f. **SHARED COMMON ELEMENTS** shall mean and include the Amenities and Facilities in the said Land as mentioned and specified in Clause- 4 of the SCHEDULE- 'E, hereunder written as well as the Amenities and Facilities in the Adjoining Land and presently expressed or intended by the Promoter for common use and enjoyment of the Co-owners of the Freshia-I as well as the owners and occupiers of flats in the Freshia-II. It is clarified that the final Shared Common Elements shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.
- g. **SHARING AGREEMENT** shall mean the Agreement dated 30<sup>th</sup> August 2016 made between the Promoter herein, the Owners / Land Owners herein and the owners of the Adjoining Land with regard to sharing user and enjoyment of the Shared Common Elements.
- h. **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Said Land as mentioned and specified in the Schedule- 'E'(Save Shared Common Elements, detailed in Clause-4 of the Schedule- 'E'), hereunder written and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Freshia-I. **It is clarified that** the Shared Common Elements being located within the said Land shall be used and enjoyed by the owners and occupiers of both the said Land and the Adjoining Land in common with each other. **It is also clarified that** wherever the context so permits or intends, reference to the Common Areas and Installations shall also mean the Shared Common Elements.
- i. **COMMON EXPENSES** shall mean and include (i) all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations; and (ii) **50% share of the expenses** to be incurred for the management maintenance upkeep and administration of the **Shared Common Elements**; and rendition of common services in common to the co-owners of the Said Land and the Adjoining Land (to the extent of the Shared Common Elements) and all other expenses for the common purposes (including those mentioned in the Schedule 'E-2' hereunder written) to be contributed and shared by the Co-owners. **It is clarified that** the expenses in connection with the Shared Common Elements will be shared / distributed between Co-owners of the Said Land and the Adjoining Land, equally.
- j. **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- k. **"SCHEDULED DATE"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
- l. **"COMMON PURPOSES"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common

services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common

- m. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- n. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly, words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee: (including joint buyers)**

Signature \_\_\_\_\_

Name: **(MR.)** .....

.....

Signature \_\_\_\_\_

Name: **(MRS.)** .....

.....

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter through its Authorised Signatory :

Signature \_\_\_\_\_

Name : **(Mr.) Kailash Pati Agarwal**

Signature \_\_\_\_\_

Name : **(Mr.) Bijay Karmakar**

**ASPIRA LOHARUKA DEVELOPERS LLP:**

Address : **FRESHIA**, SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

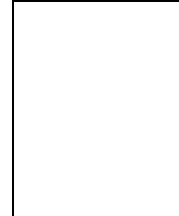
Owners through their Constituted Attorney:

Signature \_\_\_\_\_

Name: **(Mr.) Kailash Pati Agarwal**

Address B-602, Green Woods Premium, Shibtola, Kaikhali, Kolkata-136

Signature \_\_\_\_\_



Name: **(Mr.) Bijay Karmakar**

Address 242/3, Bidhan pally, P.O. N S S., Ward – 17, kalyani, nadia- 741250

At Kolkata on .....day of ....., 2022 in the presence of:

**WITNESSES :**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

S/D/W of \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

S/D/W of \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A'****1. APARTMENT :**

**ALL THAT** the Residential flat being Unit No..... containing a carpet area of ..... (.....) Square feet, more or less, along with balcony having carpet area ..... (.....) Square feet, the total Carpet Area of the Apartment is ..... Square Feet, more or less, on the .....floor of the Block- ....of the Project at the said Land, more fully shown in a MAP in Part-I of Schedule-B, hereto and duly demarcated with "GREEN" thereon.

**1.1 PARKING:**

ALL THAT one medium sized Car Parking space in the Ground Floor of Block- ----, being Parking Lot No. -----, more fully shown in a MAP in Part-II of Schedule-B, hereto and duly demarcated with "BLUE" colour therein;

ALL THAT Car Parking Space, for parking a medium sized motor car, duly marked as Car Parking Space No. -----, in the Ground Floor of Block- -----, which can be utilized for parking purpose on the basis of sharing of the entry and exit of the motor car, commonly with the Car Parking Space No.\_\_\_\_\_, more fully shown in a MAP in Part-II of Schedule-B, hereto and duly demarcated with BLUE colour therein;

**SCHEDULE 'A-1'**

(the said Land)

**ALL THAT** the messages tenements hereditaments and structures together with the piece and parcel of 'Bastu' land thereunto belonging whereon and on parts whereof the same are erected and built containing an area 150 Decimal or 1.50 Acre equivalent to 90 Cottahs 12 Chittacks, more or less situate lying at and being undivided part of L.R. Dag No. 3678, 3679, 3680 and 3678/4016 (as described below) and comprised in Mouza Gopalpur, J.L. No.2, within Rajarhat Gopalpur Municipality (presently- Bidhannagar Municipal Corporation) under Police Station- Airport (formerly Rajarhat), **Old 91 Bus Route**, in the District of North 24 Parganas:-

<b>R.S. Dag and Khatian Number</b>	<b>L.R. Dag and Khatian Number</b>	<b>Total Area in Dag</b>	<b>Area of Dag being subject matter of sale</b>
Dag No. 3678, recorded in Khatian No.640	Dag No. 3678, recorded in Khatian Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)	1.63 acre	0.92 acre
Dag No. 3679,	Dag No.3679, recorded in Khatian	0.16 acre	0.08 acre

recorded in Khatian No.640	Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)		
Dag No. 3680, recorded in Khatian No.640	Dag No.3680, recorded in Khatian Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)	0.31 acre	0.15 acre
Dag No. 3678/4016, recorded in Khatian No.640	Dag No. 3678/4016, recorded in Khatian Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)	0.35 acre	0.35 acre
		<b>Total</b>	<b>1.50 acre</b>

The Said Land is butted and bounded as follows:

On the **North:** Partly by Road and partly by R.S. Dag No.3681;

On the **South:** Partly by remaining portion of R.S. Dag Nos.3678, 3679 and 3680;

On the **East:** Partly by Road and Partly by R.S. Dag No.3678 and;

On the **West:** Partly by each of R.S. Dag No.3678, 3673, 3681, 3682, 3683, 3684 and 3685;

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

#### **SCHEDULE-A-2**

##### Sale Deed(s) and other chain of title

1. The Owners purchased the said Premises from Jerambhai Seva Trust by an Indenture of Conveyance dated 27<sup>th</sup>September 2014 registered with the Additional Registrar of Assurances-II, Kolkata in Book-I, CD Volume No.61, Pages 1966 to 1993 Being No.12408 for the year 2014.
2. After purchase, the Owners got their names mutated in the records of the concerned B.L. & L.R.O. as the owners of the Said Land, vide L.R. Khatian Nos. 11848 to 11858, and 11860 to 11863.

**SCHEDULE 'B'**

Part-I

**(Floor Plan of the Apartment)**

Part-II

**(Floor Plan of the Parking)**

**SCHEDULE 'C'**

(Payment Plan by the Allottee)

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Booking Amount	10% of the Total Price (Rs.2,00,000.00 paid at the time of filling and submission of application form. Balance payable within 15 days from the date of submission of application form.)
On Agreement - within 30 days of Application/Booking	30% of the Total Price (including Booking Amount)
On completion of first floor slab casting of the respective Block/ building.	10% of the Total Price.
On completion of second floor slab casting of the respective Block/ building.	10% of the Total Price.
On completion of fourth floor slab casting of the respective Block/ building.	10% of the Total Price.
On completion of fifth floor roof slab casting of the respective Block/ building.	10% of the Total Price.
On starting of brick work/ plastering of the Apartment.	10% of the Total Price.
On starting of flooring/ other finishing work of the Apartment.	5% of the Total Price.
On Notice for Possession of the Apartment.	5% of the Total Price.

**SCHEDULE 'D'****SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).**

1. **Doors:** Wooden door frame with 32 mm thick flush door.
2. **Windows:** Sliding Aluminum windows with large panes.
3. **Flooring:** Vitrified tile flooring in all bedrooms, living/dining room.
4. **Internal walls:** Cement plastering overlaid with wall-putty.
5. **Balcony:** Decorative MS railings up to 3 Feet Height.
6. **Kitchen:**
  - (i) Granite counter top with steel sink.
  - (ii) Ceramic floor tiles.



(iii) Ceramic tiles dado up to a height of 2 feet from the granite top.

**7. TOILETS:**

- (i) Ceramic tiles up to door height
- (ii) Ceramic Floor Tiles
- (iii) CP Fittings and sanitary ware of Parryware / Hindware/ Jaquar or equivalent make.

**8. ELECTRICAL:**

- (i) Superior quality concealed wiring with the modular switches and miniature circuit breaker.
- (ii) A.C. Point in all bedrooms and one A. C. point in living room.
- (iii) One TV point in living room and one in master bedroom.

**SCHEDULE 'E'**

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

**1. Common Areas at the Building in which the Apartment is situated:**

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the said Building.
- (iii) Lifts, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the said Building.
- (iv) Electrical installations with main switch and meter and space required there for.
- (v) Ultimate open to sky space on the ultimate Roof of the said Building.
- (vi) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the said Building.
- (vii) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the said Building.
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the said Building.

**2. Common Areas at the Project:**

- (i) Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.

- (iii) Surveillance System at the boundary wall of the Project.
- (iv) Intercom facility.
- (v) Underground water reservoir.
- (vi) Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Deep tube well for water supply.
- (viii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (ix) Diesel Generator Set, its panels, accessories and wirings and space for installation of the same.
- (x) Boundary wall and gate and Security Gate House.
- (xi) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

3. **SPECIFICATIONS:**

- (i) **Structure:** RCC Superstructure.
- (ii) **External walls:** Cement plastering overlaid with exterior grade paint.

4. **Amenities and Facilities(Shared Common Elements):** The Promoter proposes to erect, install and/or make available certain facilities as hereinafter mentioned, which expression shall include any modifications or alterations of all or any such facility, at a portion of the Project containing:

- (i) Kids play area in open space;
- (ii) Cards Playing room;
- (iii) Amphitheatre; and
- (iv) Multipurpose Room

4.1 The Allottee also agrees to pay the fixed costs and charges in respect of the Amenities and Facilities (Shared Common Elements) as part of the Other Charges.

4.2 The Allottee shall pay all charges for such use of the Amenities and Facilities (Shared Common Elements), as may be prescribed by the Maintenance In Charge and comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. It is expressly agreed and clarified that the use of the Amenities and Facilities (Shared Common Elements) related facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying any Amenities and Facilities (Shared Common Elements) by the Allottee or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the

Maintenance In-charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reason thereof.

**SCHEDULE E-1**

**(HOUSE RULES)**

The Allottee binds himself/herself/themselves and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. The Allottee shall use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted and mentioned in Clause 1.1 of the Schedule 'A' herein above written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land).
3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
  - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - (ii) The Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land);
  - (iii) The Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space. In case the Allottee has been granted any Parking Facility for motor car as specifically mentioned in Clause 2 of the Schedule A hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
  - (iv) No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Apartment nor vice versa, with the only exception being

that the Allottee may transfer the Parking Facility independent of the other to any other Co-Owners of the Project and none else.

- (vii) This right to use parking space does not confer any right of Ownership of the space on which such parking facility is provided.
  - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
  - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
4. In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner, whatsoever or howsoever.
  5. The use of the Common Areas and the Amenities and Facilities (Shared Common Elements) shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and the Amenities and Facilities (Shared Common Elements) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas and the Amenities and Facilities (Shared Common Elements) by the Allottee or his family members or any other person.
  6. Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following:
    - 6.1 The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and the Shared Common Elements and there shall be regular clearing of all debris arising out of the fit-out works.
    - 6.2 The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Apartment.
  7. Not to make any construction or addition or alteration or enclose any Common Areas and the Shared Common Elements nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which

can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

8. Not to claim any access or user of any other block or building at the said Land except the said Building and the Common Areas and the Shared Common Elements mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
9. The Alottee shall not put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Alottee to put a decent nameplate outside the main gate of his/her Unit. It is hereby expressly made clear that in no event the Alottee shall open out any additional window or any other apparatus protruding outside the exterior of the Apartment save that the Alottee shall have the right install window/ split air-conditioners at the place/s provided there for in the Apartment.
10. The Alottee shall apply for and obtain at his/her own costs separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
11. The Alottee shall not partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Said Buildings passing through the Apartment or the common areas and the Shared Common Elements for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
12. The Alottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and the Shared Common Elements.
13. The Alottee shall not install or keep or operate any generator in the Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.
14. The Alottee shall not change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
15. The Alottee shall not allow the watchmen, driver, domestic servants or any other person employed by the Alottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
16. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
17. The Alottee shall allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable

times for construction and completion of the Buildings at the Project and for the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

18. The Allottee shall use the Common Areas and the Shared Common Elements only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
19. The Allottee shall install fire-fighting and sensing system gadgets and equipment as required under the law and shall keep the Apartment free from all hazards relating to fire .
20. The Allottee shall keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
21. The Allottee shall not do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premier payable in respect thereof.
22. The Allottee shall not commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Unit in or portion of the Project.
23. The Allottee shall co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
24. The Allottee shall keep the common areas, Shared Common Elements, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
25. The Allottee shall maintain at his own costs, the Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Rajarhat Gopalpur Municipality (Now Bidhannagar Municipal Corporation), WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation

and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

26. The Alottee shall not alter the outer elevation or façade or color scheme of the buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
27. The Alottee shall not install grills the design of which have not been suggested or approved by the Promoter or the Architects.
28. The Alottee shall not fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
29. The Alottee shall not use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners,
30. The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/supplier/service provider) against applicable charges and terms and conditions therefore. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tan to subsidize meet the Common Expenses to that extent.
31. The Allottee binds himself/herself/themselves and covenants to bear and pay and discharge the following expenses and outgoings:-
  - (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment directly to the Rajarhat Gopalpur Municipality (Now merged in Bidhannagar Municipal Corporation), B.L. &L.R.O., and any other appropriate authority Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes,

the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Re.3/- (Rupee Three) only per Square foot per month of the Built Up Area of the Apartment. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (vii) Charges for use and utilization of Shared Common Elements, as be decided by the Promoter or the Association of Allottees of Freshia-I and Freshia-II, as the case may be, shall be charged separately. The Allottee shall comply with all rules and regulations as be framed by the Promoter or the Association of Allottees of Freshia-I and Freshia-II, for proper management and use thereof. It is expressly agreed and clarified that the use of the Shared Common Elements shall be done by the Allottee using due care and caution. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying any Shared Common Elements by the Allottee or his family members or any other person.
- (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any



of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 31.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default
- 31.2. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 31.2.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Apartment.
- 31.2.2 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Said Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

#### **SCHEDULE E-2**

Common Expenses shall include the following ("**Common Expenses**"):

- I. MAINTENANCE: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor and all adjoining side spaces and all related gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Building and/or the Project and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Land, main entrance,

landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

- II. OPERATIONAL: All costs, charges and expenses for running and operating all machines equipment and installations comprised in the Common Areas and also the Parking Spaces.
- III. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- IV. ASSOCIATION: Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- V. TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).
- VI. AMC & INSURANCE: Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- VII. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- VIII. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
- IX. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter and/or the Association for the common purposes.