

SALE DEED

THIS INDENTURE executed on this _____ day of _____, 2018.

BY AND BETWEEN

ASPS DEVELOPERS LLP, a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its LLPIN: _____ of _____ and its I.T. PAN: _____ and having its registered office at 68/2 Harish Mukherjee Road, Kolkata – 700 025, Police Station: Kalighat, Post Office: Bhowanipore, represented by its Authorised Representative, _____ son of Shri _____, by occupation _____, having his I.T. PAN: _____ and Aadhaar No. _____ and residing at _____, P.O. _____, P.S. _____, hereinafter referred to as “the **PROMOTER / DEVELOPER / LAND OWNER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

AND

SRI/SMT. _____ son/daughter/wife of Sri _____, a _____ by occupation _____ having his/her PAN _____ and also having his/her Voter's Identity Card bearing No. _____ issued by Electoral Registration Officer (for _____ constituency) and **SRI/SMT.** _____ son/daughter/wife of Sri _____ a _____ by occupation _____ having his/her PAN _____ and also having his/her Voter's Identity Card bearing No. _____ issued by Electoral Registration Officer (for _____ constituency) and both residing at No. _____ hereinafter referred to as the “**PURCHASER**” / “**ALLOTTEE**” (which expression shall unless excluded by or repugnant to the subject or context shall include his/her heirs executors administrators agents and permitted assigns) of the **OTHER PART**:

The Promoter and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.

- B. The Land Owner is the absolute owner of **All That** piece and parcel of land, containing an aggregate area of 259 Cottahs 6 Chittacks 22 Sq. Ft. (17,351.54 Sq. Mtrs.) more or less situate lying at and comprised in Holding No.45, Christopher Road, in Ward No. 58 of the Kolkata Municipal Corporation, Police Station Tangra, Kolkata – 700 046, West Bengal, described in the Part – I of the **FIRST SCHEDULE** hereunder written (hereinafter referred as the '**SAID ORIGINAL PREMISES**'). Devolution of title of the Land Owner to the said Original Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- C. The said Original Premises belonging to the Promoter herein has been allotted Assessee No.11-058-03-0059-5 by the Kolkata Municipal Corporation.
- D. The Promoter has purchased the said Original Premises for the purpose of developing the same and constructing a housing complex containing self-contained residential units with provisions for car parking spaces, etc. and other facilities and amenities for sale to intending buyers.
- E. The Promoter has out of the said Original Premises by a Deed of Gift executed on 11th March, 2016 duly registered in Book No. I as being No. 190102079 for the year 2016 with the office of Additional Registrar of Assurances-I, Calcutta; transferred by way of Gift in favour of the Kolkata Municipal Corporation:
- (I) an area measuring 11 Cottahs 11 Chittacks 36 Sq. Ft. (785.11 Sq. Mtrs.) from towards Southern Side of the Land of the said Original Premises abutting to Christopher Road (as it was effected by sanctioned alignment scheme); &
 - (II) also an area containing 2 Cottahs 7 Chittacks 34 Sq. Ft. (166.21 Sq. Mtrs.) starting from South West corner of the Land of the said Original premises as shown in the sanctioned plan for the purpose of widening of the road.

Land parcels stated at (I) and (II) above are jointly measuring about 14 cottahs 3 Chittacks 25 Sq. Ft. (951.32 Sq. Mtrs.)

AND consequent upon such Gift, the Promoter continues to own and possess the remaining Lands containing 245 Cottahs 2 Chittacks 42 Sq. Ft. (16,400.22 Sq. Mtrs.) being Premises No. 45, Christopher Road, Kolkata – 700 046 (hereinafter referred to as the "**SAID PREMISES**") fully described in the Part – II of the **FIRST SCHEDULE SAVE** such undivided shares / parts therein as have already been conveyed in favour of various Allottees.

By the said Deed of Gift, it is agreed that the aforesaid portions gifted to Kolkata Municipal Corporation shall be continued to be possessed and used by the Promoter till completion of the Project / Housing Complex.

- F. The Promoter has, mainly for facilitating the management of Garbage has earmarked and set apart a land area containing 2 Cottahs for the use of Kolkata Municipal Corporation within the said Premises in accordance with the Circular No. 03 of 2015-16 dated 9th September, 2015 of the Kolkata Municipal Corporation.
- G. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and Kolkata Municipal Corporation has issued completion certificate vide _____ dated _____.
- H. By an Agreement for Sale dated _____ and registered with the _____ in _____, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the Sale Agreement"), which stands modified and/or superseded by these presents.
- I. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.
- J. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- K. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee.
- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Promoter to the said Premises;
 - (ii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.

- (iii) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
- (iv) The total area comprised in the said Apartment / Unit.
- (v) The Completion Certificate.
- (vi) The scheme of user and enjoyment of the Common Areas and Installations, as contained elsewhere in these presents and also in the Sale Agreement.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations, proportionately.

II. THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Promoter profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter.

- iii) The Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Promoter, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PROMOTER as follows:

1. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
2. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**
The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter shall not be held liable therefor in any manner whatsoever.

3. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or Land comprised in the said Premises or any part / phase thereof are required and to be transferred to the Association / Maintenance Company

etc., then the Promoter, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto;

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at _____ 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)

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

WITNESSES TO ALL THE ABOVE:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART - I
(said Original Premises)

All That piece and parcel of land, containing altogether an aggregate area of 259 Cottahs 6 Chittacks and 22 Sq. Ft. (a little more or less) together with structures & constructions standing thereon situate lying at and comprised in and comprised in Municipal Premises No. 45, Christopher Road, in Ward No. 58 of the Kolkata Municipal Corporation, Police Station Tangra, Kolkata – 700 046, West Bengal shown within _____ border on the plan hereto annexed butted and bounded:

On the North : Portion of Premises No. 47, Christopher Road, Kolkata;
On the East : Portion of 47, Christopher Road, Kolkata;
On the South : Christopher Road, and portion of Premises No. 47 Christopher Road, Kolkata; and
On the West : Portion of Premises No. 47, and portion of Premises No. 39, Christopher Road, Kolkata;

Or Howsoever Otherwise the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

PART - II
(said Premises)

ALL THAT piece and parcel of land containing altogether 245 Cottahs 2 Chittacks and 42 Sq. Ft. (a little more or less) out of the area of the Original Premises referred to hereinabove being Municipal Premises No. 45, Christopher Road, Kolkata – 700 046 shown within red border on the plan hereto annexed.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(said UNIT)

All That the Residential **Flat / Apartment bearing No.**_____ containing a **Carpet Area** of _____ **Square Feet [Built-up Area** whereof being _____ **Square Feet** {inclusive of the area of the balcony(ies)/verandah(s)} and **Super Built Up Area** being _____**Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less Together With One number of Store room No. ____ on the ____ floor containing about _____ Sq. Ft. of Carpet Area [Built-Up Area being _____ Sq. Ft. and Super Built-Up Area being _____ Sq. Ft.] on the _____ **floor of Tower No.** ____ of the Housing Complex "**Flora Fountain**" at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**", with exclusive right to use the attached Open Terrace measuring _____ Sq. Ft., which is shown in the **Plan** annexed hereto, duly bordered thereon in "**Blue**".

With right to park _____ **motor car/s** in the covered space in the **Ground Floor** of the Housing Complex as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

With right to park _____ **motor car/s** in the covered space in **either of the Two Podium (Parking) Levels** of the Housing Complex as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas, Parts, Portions and Installations and other facilities)

- a) Land comprised in the said Premises.
- b) Main Gate, Ghumty, Entrance and exit gates of the said Premises.
- c) Paths passages and driveways in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- d) Entrance Lobby for each of the Tower.
- e) Staircase and staircases landing with stair covers on the ultimate roof of the buildings/Towers.
- f) Ultimate roof(s) of the Towers.
- g) 4 high-speed passenger lifts (including 1 stretcher lift) in each tower along with lift shafts and the lobby in front of it on typical floors and lift machine room.
- h) Separate Lift only for access to Community Hall(s) at the 3rd floor (podium) level.
- i) Diesel generator set of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump.
- j) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts.
- k) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
- l) Underground water reservoir with a pull-on pump installed thereat.
- m) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex and from there to the municipal drain.
- n) BMU room.
- o) Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
- p) Boundary Walls of the said Premises.
- q) Ramps leading up to 1st and 2nd floor car parking areas.
- r) All indoor and outdoor areas and installations therein at the 3rd floor (podium) level including landscaped garden, sitting areas, children's play area, yoga deck, steam/sauna/Jacuzzi/massage room, swimming pool, kids' pool and other pools, pool deck, locker areas, changing rooms, toilets, community halls, party lawns, kitchen, laundry & wash areas, lounge hall, indoor games room, home theatre / TV arena, multipurpose court (if provided at this level), sitting areas, security stations, common passages, rooms, kitchen and toilets adjacent to community hall, utility spaces, indoor

meditation & yoga hall, outdoor yoga deck, indoor kids' zone, outdoor children's play area, walkways, trellis, creche space, multipurpose space, library space / study space / senior citizens' sitting room, and all other spaces not allotted to any purchaser for exclusive use & enjoyment.

- s) Fire refuge platform and fire pum-proom.
- t) Electrical installations including transformer, common meter, Meter Room, cable wirings.
- u) Garbage Chute. (if provided)
- v) Fountains, landscape features and other installations in and around the waterbodies and the housing complex overall.
- w) Gardens & landscape features at the open and covered spaces within the housing complex.
- x) Common Toilets in the Ground Floor.
- y) Round the clock security with CCTV surveillance camera in all common areas with Security staff room. Fire-fighting system, equipment and installations designed to retard fire spread.
- z) Rain Water Harvesting reservoir
- aa) Solar-powered features in common areas.
- bb) Water Filtration Plant.
- cc) Sewerage Treatment Plant.
- dd) Boric Well / Tube Well, etc.
- ee) Garbage Disposal Bin.
- ff) Visitors' Car Parking spaces.
- gg) Club with various Facilities and Amenities, as dealt with earlier in this Agreement.
- hh) Staircase - 2 spacious staircases in each tower.
- ii) Two landscaped Waterbodies decked with Fountains & Lightings
- jj) Landscaped Garden with Deck sitting areas.
- kk) Jogging Track.
- ll) *Internal Pipeline & Wiring for AC in living/dining & all bedrooms in the individual units (Air-conditioners at extra cost).
- mm) *Audio-Visual Intercom System (Inter-unit and unit-to-common areas).
- nn) Modern Security Systems viz. CCTV surveillance in common areas, etc.
- oo) *24x7 Generator Power Back-up (2 BHK: 1 KW | 3 BKH: 2 KW | 4 BKH: 3 KW) for the unit
- pp) *DTH Connection (centralized system).
- qq) *Wi-fi in Club facility areas and Provision for Internet.
- rr) Laundry facility (Use & Pay).
- ss) Solar-powered lighting & other features across common areas.
- tt) Visitors' Car Parking spaces.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Towers / Housing Complex and enjoyed or used by the Allottees in common with each other, main entrance and exit gates, landings and staircases of the Towers / Housing Complex and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Housing Complex / said Premises so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. It is clarified that expenses pertaining to cleaning, house-keeping, maintenance etc., of parking spaces shall form part of the Common Expenses.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, Security Systems, Deep Tube Well, etc.) and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Housing Complex / Towers, including the title to the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:**(Devolution of Title)**

- A. One Late Nanigopal Sur a Hindu Businessman purchased / acquired 227 Cottahs 9 Chittacks and 5 Sq. Ft. of Land by virtue of the following several deeds.
- (i) By Bikroy Kobala dated 1/5/1944 registered in Book No. I, Being No. 747, for the year 1944, S.R. Sealdah from Nut Behari Addhya an area of 11 Cottahs 12 Chittacks 5 Sq. Ft. being Premises No. 45/1 Christopher Road, Calcutta.
 - (ii) By Bikroy Kobala dated 14/12/1945 registered in Book No. I, Being No. 2360, for the year 1945, S.R. Sealdah from Balai Lal Mondal an area of 7 Cottahs 12 Chittacks (out of 15 Cottahs 8 Chittacks) being a portion of Premises No. 45 Christopher Road, Calcutta.
 - (iii) By Bikroy Kobala dated 16/4/1946 registered in Book No. I, Being No. 734, for the year 1946, S.R. Sealdah from Bhupendra Nath Dutta an area of 18 Cottahs out of Lands appertaining to Premises No. 47 Christopher Road, Calcutta.
 - (iv) By Bikroy Kobala dated 16/4/1946 registered in Book No. I, Being No. 735, for the year 1946, S.R. Sealdah from (1) Samarendra Nath Ghosh Chowdhury, (2) Amrendra Nath Ghosh Chowdhury, (3) Dinendra Nath Ghosh Chowdhury 5 Cottahs 8 Chittacks out of Lands of Premises No. 47 Christopher Road, Calcutta.
 - (v) By Bikroy Kobala dated 23/9/1948 registered in Book No. I, Being No. 1741, for the year 1948, S.R. Sealdah from (1) Anadi Mohan Mondal, (2) Smt. Allahadi Dasi an area of 7 Cottahs 12 Chittacks (out of 15 Cottahs 8 Chittacks) being a portion of 45 Christopher Road, Calcutta.
 - (vi) By three several Conveyances all dated 20/2/1962, respectively registered in Book No. I, Being No. 872 for the year 1962, Being No.873 for the year 1962 and Being No. 874 for the year 1962 at R.A. Calcutta from the respective Transferors named in the respective Conveyances a total Land containing (a) 7 Bigha 8 Cottahs 7 Chittacks 0 Sq. Ft. being Premises No. 41 Christopher Road, Calcutta AND (b) 1 Bigha 8 Cottahs 6 Chittacks 0 Sq. Ft. being Premises No. 43 Christopher Road, Calcutta.

- B. The said premises No. 45/1, Christopher Road, Calcutta, containing 11 Cottahs 12 Chittacks 5 Sq. Ft. was long ago merged and amalgamated with premises No. 45, Christopher Road, Calcutta in the records of Calcutta Municipal Corporation.
- C. The said total Lands measuring 227 Cottahs 9 Chittacks and 5 Sq. Ft., purchased by Nani Gopal Sur, free from all encumbrances with dwelling houses, structures, hutments and servants' quarters having heritable and transferable estate therein, have been on survey found to contain 235 Cottahs and 5 Chittacks more or less.
- D. Sur & Co. (a partnership firm constituted of Nani Gopal Sur, Nanda Lal Sur and Rabindra Nath Sur as partners) purchased land containing an area of 1 Bigha 4 Cottahs 1 Chittack 22 Sq. Ft. being a portion of 47, Christopher Road, Kolkata – 700046 (adjacent to the said 227 Cottahs 9 Chittacks and 5 Sq. Ft. of land) from one Ram Chandra Sur by virtue of a conveyance dated 8th March, 1957 registered in Book No. I being No. 1087 for the year 1957 with the District Registrar, 24 Parganas.
- E. (i) The said Sur & Company availed overdraft/cash credit facility from United Industrial Bank (subsequently amalgamated with and known as Allahabad Bank) and deposited the title deeds of the said total land containing 227 Cottahs 9 Chittacks and 5 Sq. Ft. owned by the said Nani Gopal Sur and those of 1 Bigha 4 Cottahs 1 Chittack and 22 Sq. Ft. owned by the said Sur & Company with the said Bank towards security of the overdraft/cash credit facility obtained from the bank.
- (ii) The said Sur & Co. (being Borrower) having failed to pay its dues, the said Bank filed a Title Suit being No. 42 of 1976 in the Court of 9th Civil Judge, Senior Division, Alipore, against Sur & Company and its partners claiming a preliminary mortgage decree with interest and other reliefs stated in the plaint filed in the said suit.
- (iii) Upon the respective deaths of the partners of the said Sur & Company, their respective heirs and legal representatives were substituted in the said proceedings as defendants.
- (iv) The said Title Suit No. 42 of 1976 was disposed of on 10th July, 1981 by the said 9th Court of Civil Judge, Senior Division at Alipore and a final decree for payment of decretal dues in the manner stated therein was passed by the court as per a joint petition of compromise signed by the parties. The said judgement debtors failed to pay the said dues/ installments in terms of the said decree and the Bank filed an Execution Case (Title Execution Case No. 15 of 1982).

- (v) During the pendency of the said execution proceedings, by a registered Deed of Assignment dated March 26, 2010, the said Allahabad Bank assigned inter alia the said debt payable by Sur & Company including the securities (covering) also the said lands in favour of Asrec (India) Ltd.
 - (vi) The said Asrec (India) Ltd. thereafter made an application in the said execution case being Title Execution Case No.15 of 1982 before the 9th Court of Civil Judge, Senior Division at Alipore praying for dismissal of the said execution case for non-prosecution and recording full satisfaction of the said decree passed in the said Title Suit No.42 of 1976.
 - (vii) Finally, by an order dated 6th February, 2012 the said 9th Court of Civil Judge, Senior Division, at Alipore, allowed the said application praying for dismissal of the said execution case for non-prosecution and recording full satisfaction of the decree in the said Title Suit No. 42 of 1976, and the said execution proceedings were disposed of with full satisfaction.
- F. By an Assignment of Debt dated 20th August, 2010 made between the said Asrec (India) Limited (acting as trustee of the ASREC PS 06/2009-10 Trust) therein called Assignor AND Max Cement Private Limited therein called Assignee AND the said ASREC (India) Ltd. (in its own capacity) therein called confirming party duly registered in Book IV as Deed No. 5034 for the year 2010 with Additional Registrar of Assurances III, Kolkata, the said assignor for the consideration therein stated, paid by the Assignee to the Assignor, irrevocably sold assigned transferred and released forever the said loan or debt availed by M/s. Sur & Co. unto and in favour of the said Assignee absolutely as the true legal and beneficial owner of the loan, with full right to file a suit or such other recovery proceedings in place and stead of the said Assignor and the said assignment included all rights and interest of the Assignor in the financing documents, agreements, deeds and documents related thereto and all collateral and underlying security interest and/or pledges and guarantees issued. AND the said Assignor agreed to transfer or cause to be transferred all original documents.
- G. On 4th December, 1960 the said Nanda Lal Sur died intestate leaving him surviving his wife Smt. Mallika Sur, and his two sons, namely, (1) Somnath Sur and (2) Siddhartha Sur and one daughter Mamata as his heirs and heiress and legal representatives who all succeeded the share of the said Nanda Lal Sur in the said land containing 1 Bigha 4 Cottahs 1 Chittack 22 Sq. Ft. being demarcated portion of 47 Christopher Road, Calcutta.

- H. On 13th September, 2010 the said Smt. Mallika Sur also died intestate and on her death the said Somnath Sur, Siddhartha Sur and Smt. Mamata (then having been married and known as Mamata Ghosh) jointly succeeded to the rights and share of the said Late Mallika Sur in the said land containing 1 Bigha 4 Cottahs 1 Chittack 22 Sq. Ft. being demarcated portion of 47 Christopher Road, Calcutta.
- I. The said Rabindra Nath Sur died intestate leaving him surviving Smt. Renuka Sur, Satyajit Sur, Surajit Sur, Sujit Sur, Smt. Suhrita Roy and Smt. Sujata Ghosh as his heirs and heiresses who jointly succeeded to the rights and share of the said Rabindra Nath Sur in the said Land containing 1 Bigha 4 Cottahs 1 Chittack 22 Sq. Ft. being demarcated portion of 47 Christopher Road, Calcutta.
- J. On 19th May, 1982 Nani Gopal Sur died intestate leaving him surviving his widow Smt. Mahamaya Sur and his two sons (1) Sanjit Kumar Sur and (2) Ranjit Kumar Sur and six daughters (1) Kabita Sur (2) Nibedita Sur (3) Rita Sur (4) Gita Biswas (5) Chinmoyee Ghosh and (6) Sabita Basu who all succeeded to the said Lands containing 227 Cottahs 9 Chittacks and 5 Sq. Ft. owned by Late Nani Gopal Sur, and also to 1/3rd share in the said Land measuring 1 Bigha 4 Cottahs 1 Chittacks 22 Sq. Ft. being demarcated portion of 47 Christopher Road, Calcutta fully described in the First Schedule hereunder written.
- K. By an agreement dated 21st May, 2010, made between (1) Smt. Mahamaya Sur (2) Smt. Kavita Sur (3) Smt. Nibedita Sur (4) Smt. Rita Sur (5) Smt. Gita Biswas (6) Smt. Chinmoyee Ghosh and (7) Smt. Savita Basu, therein jointly called the Vendors and Max Cement Private Limited, therein called the purchaser, the said vendors agreed to sell unto the purchaser, the vendor's undivided seven-ninth (7/9th) share in the total lands measuring 227 Cottahs 9 Chittacks and 5 Sq. Ft. for the consideration mentioned therein and it was interalia agreed that in addition to the consideration therein mentioned, the purchaser would be liable for making various payments including payment of the said Bank's Liabilities (which had by then been assigned to Asrec (India) Ltd. as aforesaid) as also all liabilities of Sur & Co.
- L. By two separate agreements both dated 24th May, 2010, each entered into between (1) Sanjit Kumar Sur and (2) Ranjit Kumar Sur, respectively called the vendor therein and Max Cement Private Limited, therein called the purchaser, the said vendors agreed to sell unto the purchaser, the vendor's undivided one-ninth (1/9th) share each in the total lands measuring 227 Cottahs 9 Chittacks and 5 Sq. Ft. for the consideration mentioned therein and it was interalia agreed that in addition to the consideration therein mentioned, the purchaser would be liable for making various payments including payment of the said Bank's Liabilities (which had by then been assigned to Asrec (India) Ltd. as aforesaid) as also all liabilities of Sur & Co.

- M. The respective heirs of Late Nani Gopal Sur, Late Nanda Lal Sur and Late Rabindra Nath Sur for lawful consideration and at the request of Max Cement Private Limited, have by (a) Conveyance dated 19th July, 2011 registered in Book No. I as being No. 5582 for the year 2011 with DSR-III South 24-Parganas (b) Conveyance dated 19th July, 2011 registered in Book No. I as being No. 5585 for the year 2011 with DSR-III South 24-Parganas (c) Conveyance dated 25th July, 2011 registered in Book No. I as Being No. 5691 for the year 2011 with DSR-III South 24-Parganas (d) Conveyance dated 19th July, 2011 registered in Book No. I as being No. 5583 for the year 2011 with DSR-III South 24-Parganas and (e) Conveyance dated 26th July, 2011 registered in Book No. I as being No. 5785 for the year 2011 with DSR-III South 24-Paraganas sold and transferred their respective rights and shares in the land containing 1 Bigha 4 Cottahs 1 Chittack and 22 Sq. Ft. being demarcated portion of 47, Christopher Road, Kolkata in favour of (a) Jyotirling Marketing Private Limited to the extent of undivided 1/3rd share and (b) Vanaspati Retailers Private Limited to the extent of undivided 1/3rd share and (c) Rishikesh Deal Trade Private Limited to the extent of the remaining 1/3rd share and the said respective transferees were Jointly owning the said land. The said land contained constructions and hutment and quarters etc on portion thereof.
- N. The heirs of late Nani Gopal Sur have, by five registered conveyances, all dated 19th November, 2014 , duly and respectively registered in Book No. I, and being Nos. (a) 10823 for the year 2014 (b) 10824 for the year 2014 (c) 10825 for the year 2014 (d) 10826 for the year 2014 (e) 10827 for the year 2014, all registered on 1st December, 2014 with the Additional Registrar of Assurances-I, Calcutta, sold and transferred their respective undivided shares in the said land containing 235 Cottahs 5 Chittacks unto and in favour of ASPS Developers, Vendor herein for the consideration and in the premises respectively stated in the said respective conveyances. The consideration for purchase of the land consisted partly of currency money and partly promise to give agreed constructed area out of the constructions to be made by the said Purchaser on the said land. The constructed areas, under the said Conveyances are to be given to the therein named respective Confirming parties.
- O. By another conveyance dated 19th November, 2014, made between (1) Jyotirling Marketing Private Limited (2) Vanaspati Retailers Private Limited and (3) Rishikesh Deal Trade Private Limited, all therein jointly referred to as the Vendors and ASPS Developers LLP, the Vendor herein, therein referred to as the Purchaser duly registered on 1st December, 2014 in Book No. I, as being No. 10828, for the year 2014, at the office of Additional Registrar of Assurances-I, Calcutta, THEY the said

therein named Vendors, sold and transferred in favour of the said therein named purchaser, the said piece of land containing 24 Cottahs 1 Chittack and 22 Sq. Ft. more or less TOGETHER WITH dwelling houses having built up area of 13704 Sq. Ft. (Pucca structures 9890 Sq. Ft. and the sheds containing 3814 Sq. Ft.) and dilapidated three labour and Durwan hutments situate lying and being demarcated portion of Municipal Premises No. 47, Christopher Road, Kolkata – 700046. The consideration for the purchase of the said Land is promise to give to the said Vendors agreed constructed area out of the constructions to be made by the Purchaser on the said Land.

- P. After the said five Conveyances mentioned in Paragraph N hereinabove, executed on the 19th of November, 2014 between the Vendor herein and the Confirming Parties mentioned therein and the said conveyance mentioned in Paragraph O hereinabove, also executed on the 19th of November, 2014 between the Vendor herein and the Vendors mentioned therein, by an understanding, certain modifications and alterations were agreed to be done in the said conveyances. The understanding was duly recorded in an agreement on the 28th November, 2014, whereby it was agreed that the said Confirming Parties / Vendors therein instead of taking constructed area in lieu of transferring their right title and interest in the said Original Premises will participate in revenue sharing by accepting certain percentage of Sale Proceeds as morefully described in the said Agreement. The said Agreement was duly registered in Book No. I, Being No. 10862 for the year 2014, at the office of Additional Registrar of Assurances-I, Calcutta.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottee the within mentioned sum of Rs. _____ (Rupees _____) only being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or in cash.

MEMO OF CONSIDERATION:

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall mean a section of the Act.
- v) **SAID ORIGINAL PREMISES** shall mean the Municipal Holding No. 45 Christopher Road, P.S. Tangra, Kolkata, PIN – 700 046, West Bengal, in Ward No. 58 of the Kolkata Municipal Corporation, having a land area of 259 Cottahs 6 Chittacks and 22 Sq. Ft. more fully and particularly mentioned and described in the **PART - I of FIRST SCHEDULE..**
- vi) **SAID PREMISES** shall mean the demarcated portion of the Said Original Premises having a land area of 245 Cottahs 2 Chittacks and 42 Sq. Ft. more or less, more fully and particularly mentioned and described in the **PART - II of FIRST SCHEDULE**
- vii) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named “**Flora Fountain**” at the said Premises No. 45, Christopher Road, consisting of 2 (two) towers, details whereof are mentioned hereinbelow, alongwith Residents’ Activities Area, podiums etc., constructed by the Promoter at the said Premises, containing several independent and self contained flats, parking spaces and other constructed areas;

Details of Towers:

- a) Tower No.1 & 2: - Each having Ground Floor plus ___ upper floors wherein 1st, 2nd & 3rd floors are podium and interconnected. First & Second Floors (Podium) are meant for Parking whereas Third Floor (Podium) is meant for Residents' Activities areas ('Club') and installations including landscaped garden, sitting areas, children's play area, yoga deck, steam/sauna/jacuzzi room, swimming pool, kids' pool, locker areas, changing rooms, toilets, community halls, party lawns, kitchen, laundry & wash areas, lounge hall, indoor games room, home theatre / TV arena, multipurpose court (if provided at this level), indoor meditation & yoga hall, indoor kids' zone, creche space, multipurpose space, library space / study space / senior citizens' sitting room, and all other spaces not allotted to any purchaser for exclusive use & enjoyment. Residential Flats are situated on and above 4th floor.
- viii) **ALLOTTEES / CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Housing Complex including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by the Promoter for their own exclusive use and/or not sold by the Promoter.
- ix) **COMMON PARTS, PORTIONS, AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned in the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Co-owners, Subject to such variations or relocations as the Promoter may from time to time make therein.
- It is clarified that** the Common Areas and Installations shall not include the parking spaces (except visitors' parking spaces which shall form part of the common areas), exclusive terraces (if any) at different floor levels attached to any particular flat or flats, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Buildings which the Promoter / Land Owner may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owner shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.
- x) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Housing Complex

and in particular the Common Areas and Installations and rendition of common services in common to the co-owners of the Housing Complex and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Co-owners.

- xi) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xii) **UNITS** shall mean the independent and self-contained flats / apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Housing Complex at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- xiii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Ground floor and the Two Podium (Parking) Levels of the Buildings / Towers at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).

The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.

- xiv) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Housing Complex and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- xvi) **SUPER BUILT-UP AREA** according to the context shall mean and include the Built-Up Area of any Unit **And** shall include the proportionate share of the areas of the Common Areas in the Housing Complex, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference sake and has nothing to do with the pricing or other aspects of the said Unit purchased by the Allottee.
- xvii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportionate share of the Allottee in the Common Areas and Installations or in the Land comprised in the said Premises shall be the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said Premises.

PROVIDED THAT where it refers to the share of the Allottee or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

- xviii) **SAID APARTMENT / UNIT** shall mean the **Residential Flat No. _____** on the _____ floor of **Tower No. _____** of the Housing Complex constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with attached balconies / verandah / store room (if any), with One number of Store room No. _____ on the _____ floor **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s / two-wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden / Green attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE;**
- xix) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Co-owners, formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xxvi) **PLAN** shall mean the final plan for the time being sanctioned by the Kolkata Municipal Corporation bearing Building Permit No. _____ dated _____ for construction of the Buildings at the said Premises
- xxix) A REFERENCE TO A STATUTORY PROVISION includes a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

ANY REFERENCE TO THIS AGREEMENT OR ANY OF THE PROVISIONS THEREOF includes all amendments and modifications and/or alterations mutually made to this agreement from time to time in force.

THE SCHEDULES shall have effect and be construed as an integral part of this Agreement. The headings in this agreement are inserted for the sake of convenience of reference and shall not alter the interpretation and construction of this agreement.

Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

- xxx) 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**.
- xxxi) The expression **ALLOTTEE /PURCHASER** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:

1. As a matter of necessity, the ownership and enjoyment of the units / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex / said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
 - (c) to allow the Maintenance In-charge and their authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Housing Complex and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
 - (d) to use their respective Residential flats only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever;
 - (e) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;

- (f) to carry out all fit-out works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to other Allottees;
- (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
- (h) not to use the ultimate roof of the Towers / Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Housing Complex free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the Housing Complex save their respective units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Housing Complex save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
- (m) not to 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 Housing Complex / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Buildings / Housing Complex or any part thereof nor decorate the exterior of the Buildings / Housing Complex or the said Premises 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.

- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex and not to do or cause to be done anything in or around their respective units 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 their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) In case any balcony / verandah / open terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony / verandah / open terrace independently (i.e. independent of the flat owned by such Allottee);
 - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / open terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

- (s) In the event any Allottee has been allotted any right of parking motor car or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Housing Complex and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Housing Complex and the said Premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance In-charge with regard thereto.

- (t) In the event any Allottee has been allotted any store room, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or part with possession of the same, independent of his Unit;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association/Maintenance Company with regard to the user and maintenance of the store room.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Promoter and the Association /Maintenance Company with regard thereto.
- (u) In case any exclusive right to use any open terrace attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the flat owned by such Allottee);
 - ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - v) The allottee thereof shall maintain such space at its own costs and expenses.
 - vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.

- vii) The allottee thereof shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association/Maintenance Company with regard to the user and maintenance of such space.
 - viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Promoter and the Association /Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
 - (w) not to kill/sacrifice/slaughter any animal of any nature whatsoever except fish (sea food) either within the premises including the common area or within the respective unit/within the said premises for any purpose whatsoever or howsoever whether religious or ceremonial. The practice of sacrificing/slaughtering the animal during the festive period of Kali Puja/Durga Puja/Bakra Eid, Eid, etc. shall not be done or permitted within the said housing complex and the unit-owners/unit-holders shall strictly abide by and maintain such rule/restriction. The unit-owners / unit-holders of all caste, creed and religion shall be bound by this.
 - (x) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
 - (y) not to make any construction of any nature whatsoever (be it temporary or permanent) over/by/within/around/at the parking space in or about the balconies / verandahs / terraces (if allotted) nor cover the same in any manner, including *Shamianas* etc. The parking space (if allotted) shall always be used only for parking a medium-sized motor car and not for any other use and no materials/goods shall be stored there and no boundary walls will be constructed on any side of the car parking space and the car parking space shall be kept by the purchaser always clean and tidy without permitting any dwelling therein.

- (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex and to make such additions and alterations in or about or relating to their respective units and/or the Housing Complex as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (cc) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective flats.

- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the buildings / Housing Complex or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the buildings / Housing Complex and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or other Allottees and shall fully indemnify them and each of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession /Date of Commencement of Liability: -
- i) Municipal and other rates and taxes, impositions, levies, cesses, and outgoings, khajana and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Flats / Apartments directly to the authorities concerned Provided That so long as their respective Flats are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
 - ii) Electricity charges for electricity consumed in or relating to their respective Flats.
 - iii) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated at the rate of Rs. 3/= (Rupees Three) only per Sq. Ft. of Super Built-Up Area of the

said unit per month plus applicable GST, if any. The said minimum rate shall be subject to the revision from time to time as deemed fit and proper by the Maintenance Company / Association at its sole and absolute discretion after taking into consideration the common services provided and the general escalation of rates of such services. The said maintenance company shall have the right to deduct any amount spent by it out of deposits held under clause ____ as well as the non-receipt of any maintenance charges from such defaulting allottee.

- iv) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC from its consumers for the delay payment of its bills).
 - (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.
 - (hh) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and the said Project has been granted pre-certified 'Gold' rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Project. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board in relation to the operation and maintenance (O & M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Maintenance Company / Association.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said Unit or with the security guard of the Housing Complex. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, 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 rate of 2% (two percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex / Building/s.

- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

Dated this _____ day of _____, 20__

=====

BETWEEN

ASPS DEVELOPERS LLP

Promoter

AND

_____ Purchasers

SALE DEED

of Flat No. _____ on the ____ (_____) Floor in
Building/Tower No. ____