

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) 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**”.

DEFINITION:

For the purpose of this Agreement for Sale, Unless the context otherwise requires:-

- a) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

- b) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) **SECTION** shall mean a section of the Act

WHEREAS

A. ASPS DEVELOPERS LLP is the absolute and lawful 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, Kolkata, PIN – 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 **SIXTH SCHEDULE** hereunder written.

The said Original Premises belonging to the Promoter herein has been allotted Assessee No.11-058-03-0059-5 by the Kolkata Municipal Corporation.

B. The said land (said Original Premises) is earmarked for the purpose of 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 (as hereinafter defined).

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** hereunder written.

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.

The Promoter has, mainly for facilitating the management of Garbage has agreed to earmark 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.

- C. 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 Premises on which the Project is to be constructed have been completed.
- D. The Promoter has given notice to the Kolkata Municipal Corporation for commencement of construction on and from 10th April, 2016 in accordance with the said sanctioned plan.
- E. The Promoter has obtained the sanctioned plan for the Project from the Kolkata Municipal Corporation as mentioned in the **Definition No. (xxvi) of Annexure A (being the definition of ‘Plan’)** hereinbelow.
The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable, and save to the extent as mentioned in the **Definition No.(xxvi) of Annexure A (being the definition of ‘Plan’)** hereinbelow;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____.

- G. The Allottee had applied for an apartment in the Project vide application dated _____ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

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 Part – II of the **First Schedule** hereunder written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**", Together 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, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

With right to park _____ **motor car/s** in the covered space in **either of the Two Podium (Parking) Levels** of the Housing Complex, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

- 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. Unless, in this agreement, 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.
- 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 said Unit as specified in Para 'G' above;
- M. The Allottee has examined and got himself fully satisfied about the title of the Land Owner to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the Building Plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

The Allottee is fully aware of the fact that additional floor(s) are proposed to be sanctioned on the presently sanctioned towers for consuming the additional FAR (Floor Area Ratio) as may be permitted under Rule 69A of the KMC Building Rules, 2009 and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Towers / Buildings have been planned to take the entire load of additional floors. It is agreed and clarified that Super Built-up area of the said Unit and all other units has been arrived at after taking into account such additional FAR.

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 Para 'G';

- 1.2 The Total Price for the Apartment based on the carpet area is **Rs.** _____ (Rupees _____ only) ("**Total Price**") as also mentioned in **Part – I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

| Head | Price |
|---|-------------------|
| (i) Apartment No._____, Tower No._____; Type_____; Floor_____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____; | Rs._____/= |
| (ii) Store No._____, Tower No._____; Type_____; Floor_____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____; | Rs._____/= |
| (iii) Preferred Location Charges – Floor Rise; | Rs._____/= |
| (iv) Preferred Location Charges – Open Terrace; | Rs._____/= |
| (v) Exclusive right to use the attached open Terrace measuring _____ Sq. Ft.; | Rs._____/= |
| (vi) _____ number and _____ type Car parking at _____ level; | Rs._____/= |
| Add: GST | Rs._____/= |
| | Rs._____/= |
| Less: Discount | Rs._____ |
| Total: | Rs._____ |

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 GST and/or Cess and/or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the project to the Association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the 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 Apartment includes recovery of price of Land (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project subject to clause 1.2.2 hereinafter written.

1.2.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall 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 and the Allottee shall provide proper evidence thereof to the Promoter within 60(sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

1.2.2 In addition to the Total Price aforesaid, the Allottee shall also pay the Promoter, before the Date of Possession/Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, the following amounts:

- i) Legal Documentation Charges of Rs.15,000/= will be payable at the time of Agreement and the balance Rs. 15,000/= on or before the Possession Date/Deemed Date of Possession or the date of execution of the sale deed in respect of the Allottee's Flat, whichever be earlier, plus applicable GST;

- ii) The cost for Power Back-up of Generator supplying ___ K.W. connection, Transformer & Electrical expenses @ Rs. 125/= only per Sq. Ft. of the Super Built-Up Area of the said unit.
- iii) The purchaser shall also pay the following towards:
- | | |
|---|--------------|
| (a) Audio-Visual Intercom System | Rs. 16,000/= |
| (b) Internal Pipeline & Wiring for AC | Rs. 20,000/= |
| (c) DTH connection, Provision for Internet & Wi-fi in Club facility areas | Rs. 10,000/= |
| (d) Documentation & Processing charges for Mutation | Rs. 6,000/= |
- iv) The Purchaser shall also pay to the Maintenance Company / Association the following amounts towards interest-free deposit as also the extra charges as per the particulars stated hereunder within 7(Seven) days of receipt of notice of completion of the Unit from the Promoter: -
- (a) The Purchaser shall pay to the Maintenance Company/Association interest-free Maintenance Deposit of Rs. _____/= (Rupees _____) only for management and maintenance of the Residential Building Complex and other constructions in the complex.
- (b) The Purchaser shall pay to the Maintenance Company / Association interest-free Municipal Deposit of Rs. 10,000/= (Rupees Ten Thousand) only, which shall be refundable, only upon completion of the assessment and mutation of the said unit.
- (c) The proportionate share of costs, charges, expenses and deposits payable to CESC Limited for laying CESC cables upto the CESC meters for the Residential Building and also for obtaining separate electric connection for electrification of common parts, portions, areas and utilities.
- v) The Purchaser shall draw a separate Draft in favour of CESC Limited for the actual Security Deposit as may be payable to CESC Limited for obtaining electric connection of the said Unit in the name of the Purchaser.
- vi) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this Agreement and of the Sale Deed and other documents to be executed and/or registered in pursuance hereof **And** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

The Allottee is fully aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

- vii) The Purchaser shall make payment towards interest-free deposit and also the extra charges as per the particulars stated hereinabove, respectively, either within 7(Seven) days of receipt of notice as mentioned in Para 1.2.2 above or at the time of taking possession of the said unit (whichever is earlier).
- 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.
 - 1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**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 @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee 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 in **Part-I and Part-II of the Third Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment or Project, as the case may be without the previous

written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals F & N and Definition No.(xxvi)** of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) 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 the construction of the relevant Tower is complete and the occupancy / completion certificate (as applicable) 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 Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet 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 alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas of the Project to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric

wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Apartment and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, with prior written intimation and appointment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights (if any), Balcony/Verandah/Open Terrace/exclusive open space (if any) etc., as applicable, 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 part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available for the use and enjoyment of the Allottees of the Project.

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

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____) only (in short "the **Booking Amount**") as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the **Payment Plan (Part – II of the Fifth Schedule)** 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 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c. Payee cheque / Demand Draft / Bankers Cheque or online payment (as applicable) in favour of “**ASPS 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 Rules and Regulations made thereunder or any statutory amendments (s) / 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 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 THE PAYMENTS**

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

5. **TIME IS ESSENCE**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the Project with the authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws 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/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals F & N and Definition No.(xxvi) of the Annexure "A"** hereto.

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 to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 10th April, 2021, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) 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. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. **Provided that**, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per para 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 para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para (ff) iii) of Annexure B and all other outgoings and consequential charges.

7.4 **Possession by the Allottee:** After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the apartments 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 the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

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, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment: (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Land Owner has 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 absolute, actual, physical and legal possession of the said Land for the Project;
- (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 the Project. However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises/Project and shall be at liberty to create further mortgages and/or charges in

respect of the said Premises/Project or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

- (iv) There are no litigations pending before any Court of law or authority 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 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 Apartments 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 intended to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;
- (x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;

- (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 till the occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- (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.

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 in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payment, 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 shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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 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 the Allottee under the condition listed above continues for a period beyond 2 (Two) 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 the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute

a conveyance deed and convey the title of the Apartment And the common areas to the Association of the Allottees within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, as per the provisions of the Act.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Allottee authorized the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the allottees upon the issuance of the completion certificate of the 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.

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 or the date of issue the completion / occupancy certificate, whichever is earlier, 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.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking's 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.

14. USAGE

The podiums / service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the podiums 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.

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

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

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/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 do or permit to be done anything including cutting/drilling through or breaking or damaging in any manner beams, pillars, RCC walls, columns and other load-bearing structures, partition wall within or around the unit which may directly or indirectly affect or damage the superstructure and structural stability of the building.

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

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

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

17. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan layout plan, sanction plan and

specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

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

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises/Project and shall be at liberty to create further mortgages and/or charges in respect of the said Premises/Project or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance/transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

20. **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 and annexures 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 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.

21. **ENTIRE AGREEMENT**

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

22. **RIGHT TO AMEND**

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

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

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

24. **WAIVER NOT A LIMITATION TO ENFORCE**

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

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

25. **SEVERABILITY**

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

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

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

27. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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.

28. **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 mutually agreed between the Promoter and the Allottee, in _____ 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 _____ at _____. Hence this Agreement shall be deemed to have been executed at _____.

29. **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 :

_____ Name of Allottee.

_____ (Allottee Address)

Alcove Developers LLP (Name of Promotor)

68/2, Harish Mukherjee Road, Kolkata- 700025 (Promotor Address)

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.

30. **JOINT ALLOTTEES**

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

31. **SAVINGS**

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

32. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and regulations made thereunder including other applicable 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 in accordance with the Act and Rules.

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Apartment or his rights under this Agreement without the consent in writing of the Promoter first had and obtained **Provided That** the Allottee may nominate transfer or alienate the said Apartment or his rights under this Agreement with the prior consent in writing of the Promoter (which consent the Promoter may refuse to grant without assigning any reason whatsoever) and the Allottee having made payment of the amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **Provided Further That** the Allottee shall be liable for payment to the Promoter of a fee/charge of Rs. _____/- (Rupees _____ only) for 2-BHK Type Flats, Rs. _____/- (Rupees _____ only) for 3-BHK Type Flats and Rs. _____/- (Rupees _____ only) for 4-BHK Type Flats or such other fee / charge as may be decided and/or made applicable from time to time by the Promoter in its absolute discretion for such transfer or alienation, plus applicable GST AND in case any further nomination would be made before execution of the conveyance, then same fee shall become payable for each nomination, AND the Allottee herein shall join and also cause all intervening nominees to join in the conveyance as Confirming Parties **And Subject Nevertheless To** the following terms and conditions:

- i) The Promoter shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- iii) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Allottee shall be entitled to let out the said Apartment before possession of the said Apartment is delivered to the Allottee in terms

hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee's obligations hereunder.

- v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.

- 34.1 Transfer of the said Apartment after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

35. OTHER PROVISIONS:

- 35.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Project/Housing Complex/Buildings or other parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Housing Complex/Buildings and the Said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction at the Said Premises and/or transferring and disposing of the other units/apartments/saleable spaces in the Housing Complex/Buildings or the Said Premises then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them.
- 35.2 Without prejudice to the aforesaid, in particular the Allottee admit and acknowledge the fact that certain flats may have the exclusive open to sky Terrace / Gardens attached to their respective flats and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 35.3 The Allottee shall within 3 months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

- 35.4 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 35.5 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 35.6 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings / Towers at the said Premises and also the covered spaces in the Buildings / Towers (including parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper. 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.
- 35.7 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.8 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings / Towers and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises like lifts, water, drainage, electricity, sewerage and other common services and utilities to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use,

enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in various matters, including in Common Areas and Installations shall also vary owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 35.9 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Towers or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 35.10 The purchaser agrees to become a member/shareholder of the said Maintenance Company/Association from the date of possession and/or registration of conveyance. The Purchaser shall acquire such number of shares in the said maintenance company as may be allotted by the Promoter and the purchaser shall abide by all rules, regulations, restrictions, bye-laws as shall be framed and made applicable by the maintenance company for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of allotment of shares of the said Maintenance Company / Association and do all other necessary acts, deeds and things, if necessary.
- 35.11 The Purchaser doth hereby consent agree and grant permission to the Promoter for the construction and addition of further storeys and additional Constructions in the building/s if intended to be built by the Promoter as available to the Promoter under Rule 69A of the KMC Building Rules, 2009.
- 35.12 Upon being required by the Promoter, the purchaser shall sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter in the name

of the purchaser from the CESC Limited and pay the requisite amount and security money, etc. for getting such meter.

35.14 CLUB

35.14.1 The Promoter has planned to construct a Club at the 3rd floor (Podium) of the Buildings at the said Premises. The Club shall initially be managed by the Promoter either by itself or through its nominee, and at the time of handing over of charge of the acts relating to common purposes to the Association / Maintenance Company, the Promoter shall also hand over the Club to the Association / Maintenance Company.

35.14.2 The Allottee (and if there are more than one allottees, then only one of them) shall be given membership of the Club.

35.14.3 The membership will entitle entry and usage of the Club to the member and his / her immediate family residing within the Project.

35.14.4 It would be pertinent to mention that some of the facilities at the Club shall be available free of cost while others will be on "pay and use" basis. Detailed terms and conditions of membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members. All the members will have to abide by these rules and regulations.

35.14.5 In case the flat/apartment is transferred, the membership will automatically stand transferred to the transferee of the flat/apartment and the transferor will cease to be member of the Club.

35.14.6 The proposed Facilities and Amenities in the Club are as follows:

- i. Swimming Pool and Kids' Pool with Changing Rooms & Locker facility;
- ii. Two AC Community Halls with Party Lawn & Kitchen facility;
- iii. Lounge Hall;
- iv. Gym;
- v. Steam, Sauna & Jacuzzi;
- vi. Indoor Games Room;
- vii. Home Theatre / TV Arena;
- viii. Outdoor Yoga Deck;
- ix. Indoor Meditation & Yoga Hall;

- x. Indoor Kids' Zone;
- xi. Creche Space;
- xii. Multipurpose Space;
- xiii. Library / Study Space / Senior Citizens' Sitting Room;
- xiv. Children's play area;
- xv. Multipurpose Court;
- xvi. Sitting Areas.

35.15. The Allottee shall have no connection whatsoever with the allottees / purchasers / buyers of the other units / apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

35.16 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

35.17 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, SUBJECT HOWEVER TO the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

35.18 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 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;

- 35.19 The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Housing Complex 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 Promoter against all actions claims proceedings costs expenses and demands made against or suffered by 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.
- 35.20 The Project / Housing Complex at the said Premises shall bear the name "**FLORA FOUNTAIN**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.21 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale 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 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 Premises No. 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, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

With right to park _____ **motor car/s** in the covered space in **either of the Two Podium (Parking) Levels** of the Housing Complex, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

THE THIRD SCHEDULE ABOVE REFERRED TO**PART – I****(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.

PART-II
(Specifications of construction of the Said Unit)

Structure

- Pile Foundation.
- RCC Superstructure.
- Podium around the towers joining them upto 3rd floor.

Lobby

- Well-decorated AC Ground floor lobby with marble/granite or good quality tiles.
- Floor lobbies with good quality tiles.

Staircase

- 2 nos. spacious staircases with Kota Stone / Green Marble in each tower.

Wall Finish

- Interior Walls & Ceiling: POP Finish.
- Exterior: Weather-proof emulsion paint.

Balcony

- Decorative MS railings.
- Provision for full balcony grill (as per design approved by the developer) at extra cost.

Flooring

- Rooms: Laminated wooden flooring (or vitrified tiles, if opted for) in master bedroom, vitrified tiles in living/dining & other bedrooms.
- Anti-skid Ceramic tiles in Kitchen.
- Anti-skid tiles in Toilets.
- Anti-skid tiles in Balcony and Open Terrace (wherever applicable).

Doors

- Main Door: Paneled polished door with Godrej or equivalent lock, handle, tower bolt, door stopper & video door phone (at extra cost).
- Internal Doors: Flush doors with mortise locks / door latch and door stoppers.
- Toilet Doors: Flush doors with polyurethane-painted inner surface, baby latch and handles.

Windows

- Anodized / Powder coating aluminum windows with MS Grill.

Electricals

- Copper wiring in concealed conduits with modular switches from Legrand / Crabtree or equivalent make.
- AC point, TV point & telephone socket in living/dining & all bedrooms.
- Sufficient electrical points.
- Electrical Points for geyser, exhaust, washing machine, microwave, refrigerator, water purifier, grinder, computer.
- MCB's.

Air-conditioning

- Internal pipeline & wiring for AC in living/dining & all bedrooms (at extra cost). Air-conditioners (at extra cost), if opted for by the purchaser.

Toilets

- CP fittings of Jaquar/Marc or equivalent make.
- Wall tiles upto 7 ft. height from floor.
- Sanitaryware of reputed make.

Kitchen

- Granite counter with stainless steel with drain board, and taps of Jaquar/Marc or equivalent make.
- Glazed tiles dado up to 2 ft. above working platform.

Store

- Wall Finish: POP.
- Flooring: Ceramic tiles.
- Toilets: European style WC; Wall tiles up to 5 ft. height.

Lifts

- 3 high-speed Passenger lifts + 1 Stretcher lift of reputed make in each Tower.
- 1 Lift for access to Community Halls at the 3rd floor (podium) level.

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:

PART-I

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit Shall be as follows: -

| Head | Price |
|---|--------------------|
| (i) Apartment No. _____, Tower No. _____; Type _____; Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____; | Rs. _____/= |
| (ii) Store No. _____, Tower No. _____; Type _____; Floor _____; Carpet Area _____; Built-up Area _____; Super Built-up Area _____; | Rs. _____/= |
| (iii) Preferred Location Charges – Floor Rise; | Rs. _____/= |
| (iv) Preferred Location Charges – Open Terrace; | Rs. _____/= |
| (v) Exclusive right to use the attached open Terrace measuring _____ Sq. Ft.; | Rs. _____/= |
| (vi) _____ number and _____ type Car parking at _____ level; | Rs. _____/= |
| Add: GST | Rs. _____/= |
| | Rs. _____/= |
| Less: Discount | Rs. _____ |
| Total: | Rs. _____ |

(Rupees _____) only

Note: GST and discount are based on current rate of GST. In case of any variation therein, the consideration amount shall also undergo change.

PART-II
(Installments / Payment Plan)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of “**ASPS Developers LLP**” or by online payment (as applicable) as follows:

| | |
|--|--|
| Booking Amount | Rs. _____/- |
| On Agreement | 20% of the Consideration (including Booking Amount). |
| On Completion of Piling | 10% of the Consideration. |
| On Completion of 4 th Slab Casting | 5% of the Consideration. |
| On Completion of 8 th Slab Casting | 5% of the Consideration. |
| On Completion of 12 th Slab Casting | 5% of the Consideration. |
| On Completion of 16 th Slab Casting | 5% of the Consideration. |
| On Completion of 20 th Slab Casting | 5% of the Consideration. |
| On Completion of 23 rd Slab Casting | 5% of the Consideration. |
| On Completion of Brick work of the Unit | 10% of the Consideration. |
| On Completion of Internal Plastering of the Unit | 5% of the Consideration. |
| On Completion of Flooring of the Unit | 10% of the Consideration. |
| On Completion of the Unit except Bathroom Fittings | 5% of the Consideration. |
| On Possession of the Unit | 10% of the Consideration + Extra Charges. |

Note: GST and all other taxes/levies which may be made applicable will be charged extra.

THE SIXTH 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 inter alia 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.

The Vendor herein is fully entitled to sell, convey, transfer, deal with and/or dispose-off to the full exclusion of the said Confirming Parties / Vendors as the case may be, the entire area to be constructed in the Said Premises.

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, for the time being proposed to consist of 2 (two) towers, details whereof are mentioned hereinbelow, alongwith Residents’ Activities Area, podiums etc., be constructed by the Promoter at the said Premises, containing several independent and self contained flats, parking spaces and other constructed areas, with liberty to the Promoter to add further storeys to the same as per Rule 69A of KMC Building Rules, 2009 and the Allottee hereby consents to the same;

Details of Towers as presently planned:

- a) Tower No.1 & 2: - Each having already sanctioned Ground Floor plus 24 upper floors and connected upto 3rd floor. 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. Further, 3 (three) more Floors (above the presently sanctioned 24 floors as aforesaid) are proposed to be sanctioned for consuming the additional FAR (Floor Area Ratio) under Rule 69A of the KMC Building Rules, 2009;
- 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 AND OTHER FACILITIES** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in **PART – I** of 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, store rooms with toilets (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.
- x) **SPECIFICATIONS** shall mean and include the specifications of construction/materials/finishes to be provided and/or utilised by the Promoter in

constructing the Residential Buildings, morefully described in **PART – II** of the **THIRD SCHEDULE**.

- xi) **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.
- xii) **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.
- xiii) **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.
- xiv) **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.

- xv) **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;
- xvi) **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.
- xvii) **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 agreed to be purchased by the Allottee.
- xviii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportionate share of the Allottee in the Common Areas and Installations 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);

- xix) **SAID APARTMENT / UNIT** shall mean the **Residential Flat No._____** on the _____ **floor** of **Tower No._____** of the Housing Complex to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART – II** of the **THIRD 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;**
- xx) **AGREEMENT FOR SALE** shall mean this agreement whereby the Purchaser/Allottee has/have agreed to purchase and acquire the said Unit on Ownership basis for the consideration and on the terms and conditions herein contained;
- xxi) **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, that may be 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.
- xxii) **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 is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- xxiii) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxiv) **THE DATE OF COMPLETION OF CONSTRUCTION** shall mean the date of issue of the Completion Certificate from the Kolkata Municipal Corporation.
- xxv) **ADVOCATES** shall mean a person or a firm of Advocates and Solicitors who may be appointed for the said Project at the said Premises;
- xxvi) **PLAN** shall mean the plan for the time being sanctioned by the Kolkata Municipal Corporation bearing Building Permit No. 2015070148 dated 26th March, 2016 for construction of the Buildings at the said Premises including the elevations, designs, drawings and specifications of the building, sanctioned by the Kolkata Municipal Corporation under Rule 13 (1a) or any other applicable rule under the Kolkata Municipal Corporation's Building Rules and shall include sanctionable modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that pursuant to Rule 69A of the KMC Building Rules, 2009 additional floors are proposed to be sanctioned on the presently sanctioned towers for consuming the additional FAR (Floor Area Ratio) on account of "Mass Housing" and/or "Green Building" as elsewhere herein stated and the Allottee shall

not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Towers / Buildings have been planned to take the entire load of additional floors.

- xxvii) **ARCHITECTS** shall mean Raj Agarwal & Associates of No. 8B, Royd Street, Second Floor, Kolkata – 700016 or such other person or firm of architects whom the Vendor may appoint from time to time as the project Architect of the new buildings at the said Premises;
- xxviii) **STRUCTURAL ENGINEER / CONSULTANT** shall mean M N Consultants Pvt. Ltd. of MNC House, 1516 Rajdanga Main Road, Kolkata - 700107 or such other Engineer / Consultant as may be appointed by the Promoter from time to time for the project 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 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;
 - (ii) 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.
 - (iii) 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, 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 para iv) (a) of clause 1.2.2 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__

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BETWEEN

ASPS DEVELOPERS LLP

Promoter

AND

Purchasers

AGREEMENT

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