

AGREEMENT FOR SALE

USASHI REALSTATES PVT. LTD
Buddhadev Das

This Agreement is executed on this _____ day of _____, 2019
Director

BY AND BETWEEN

M/s. JOYOTU LAND DEVELOPMENT PVT. LTD. (PAN - AABCJ4072D), a Company incorporated under the Companies Act, 1956 having its registered office at 35/1, Panchanantola Lane, PO - Behala, PS - Parnasree (formerly Behala), Kolkata - 700034, Dist: 24 PGS (S), hereinafter for sake of brevity being referred to and called as the **"VENDOR/LANDOWNER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include it's successor-in-office, executors, administrators and assignees) being **PARTY of the FIRST PART**, being represented by **M/s. USASHI REALSTATES PVT. LTD. (PAN - AAFCD0790C)**, a Company incorporated under the Companies Act, 1956 (CIN - U45400WB2013PTC198195), having its registered office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), being represented by its Director namely **SRI BUDDHADEV DAS (PAN - _____)**, s/o Bagambar Das, by faith Hindu, by profession - service, residing at Village - Udakhali, PO - Heria, PS - Khejuri, PIN - 721430, Dist: Purba Medinipur, by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 23/11/2018 at 1 PM at 594/1, Dakshindari Road, 'Bima Abasan', Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), by virtue of a registered Development Power of Attorney having Being No. 2625/2018 of DSR - IV Allpore, (for flats sold under Developer's Allocation in accordance to the terms and conditions of the Development Agreement).

A N D

M/s. USASHI REALSTATES PVT. LTD. (PAN - AAFCD0790C), a Company incorporated under the Companies Act, 1956 (CIN - U45400WB2013PTC198195), having its registered office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), being represented by its Director namely **SRI SOUMEN MANA (PAN - CKAPM8296A)**, s/o Sri Tapan Mana, residing at Village - Talberia Ghunghuni Patna, PO - Lowada, PS - Debra, PIN - 721136, Dist: Paschim Medinipur, by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 03/11/2017 at 1 PM at 594/1, Dakshindari Road, 'Bima Abasan', Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), hereinafter for sake of brevity being referred to and called as the **"PROMOTER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-office, executors, administrators and assignees) being **PARTY of the SECOND PART**.

A N D

[If the Allottee/Purchaser is an Individual]

SRI/SMT. _____ (PAN - _____), son/daughter/wife of Sri/Smt./Late _____, by faith Hindu/Islam/_____, by nationality - Indian, by occupation - service/business/housewife/retired/self employed/_____, residing at _____, PO - _____, PS - _____, PIN - _____, Dist: _____,

AND/OR

[If the Allottee/Purchaser is a Company]

M/s. _____ (PAN - _____), a Company incorporated under the Companies Act 1956, (CIN - _____), having its registered office at _____, PO - _____, PS - _____, PIN - _____, Dist: _____, State - _____, being represented by it's Director SRI/SMT. _____ (PAN - _____), son/daughter/wife of Sri/Smt. _____, residing at _____, PO - _____, PS - _____, PIN - _____, Dist: _____, State - _____,

AND/OR

[If the Allottee/Purchaser is a Partnership Firm]

M/s. _____ (PAN - _____), a Partnership Firm established under the Indian Partnership Act 1932, having its registered office at _____, PO - _____, PS - _____, PIN - _____, Dist: _____, State - _____, being represented by it's Partner SRI/SMT. _____ (PAN - _____), son/daughter/wife of Sri/Smt. _____, residing at _____, PO - _____, PS - _____, PIN - _____, Dist: _____, State - _____,

AND/OR

[If the Allottee/Purchaser is a Trust]

_____ (PAN - _____), a Trust/Society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at _____, PO - _____, PS - _____, PIN - _____, Dist: _____, State - _____, being represented by it's Managing Trustee/Trustee SRI/SMT. _____ (PAN - _____), son/daughter/wife of Sri/Smt. _____, residing at _____, PO - _____, PS - _____, PIN - _____, Dist: _____, State - _____, hereinafter for the sake of brevity being referred to and called as the "ALLOTTEE/PURCHASER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/it's/their respective heirs, executors, administrators, representatives, successors-in-interest and assigns) being **PARTY of the THIRD PART.**

The Vendor/Landowner, the Promoter/Developer and the Allottee/Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

Definitions (Part - I):- For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- "section" means a section of the Act.

WHEREAS:

The said land is free from all encumbrances whatsoever.

A. The Vendor/Landowner is the absolute and lawful owner of land of 26.4 Decimals laying and situated at Mouza - Amgachia, J.L. No. 93, Touzi No. 85, 87 & 94, R.S. No. 326, R.S. & L.R. Dag No. 659, L.R. Khatian No. 9378, within the jurisdiction of Amgachia Gram Panchayet, PS - Bishampur, Dist: 24 PGS (S). morefully described in

Schedule A hereinafter by virtue of several Deeds of Conveyance morefully and particularly described in the Devolution of Title appearing hereinafter. The Promoter/Developer shall complete the Housing Project named and styled as "USASHI GALAXY" in various phases". The owner and promoter have entered into a Joint Development Agreement Being No. 1579/2018 of DSR - IV Alipore dated 15.03.2018 at the office of the Sub-Registrar.

B. The Said Land is earmarked for the purpose of building a Housing Complex consists of several Building/Block/Tower containing several self-contained complete residential Flats, Apartments, Units etc. and Bungalows, Commercial Space, Car Parking Space etc. The said Housing Complex/Project is to be constructed in different phases and the current phase shall be named and styled as "USASHI GALAXY".

C. The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the Said Land on which Project is to be constructed have been completed;

D. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;

E. The Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter/Developer 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/Purchaser had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule B;

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. 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;

Buddhadan Das

K. In accordance with the terms and conditions set out in this Agreement and as mutual agreement upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Flat/Apartment/Unit and the garage/covered parking (if applicable) as specified in Para G;

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the Flat/Apartment/Unit morefully described in Schedule B hereinafter;
- 1.2. The Total Price for the Flat/Apartment/Unit based on the carpet area is Rs. _____/- (Rupees _____ only ("Total Price")) (Give break up and description):

Block No. _____, Flat/Apartment/Unit No. _____ Type _____ BHK, Floor _____	Rate of Flat/Apartment/Unit per square foot of carpet area: Rs. _____/-
Cost of carpet area	Rs. _____/
Cost of exclusive balcony or verandah areas	Rs. _____/
Cost of exclusive open terrace	Rs. _____/
Prorata cost of common areas with external wall thickness	Rs. _____/
Preferential Location Charges	Rs. _____/
Floor escalation charges	Rs. _____/
Open/Covered Mechanical Parking/Dependent/Independent/	Rs. _____/
Total Consideration for the Flat/Apartment/Unit	Rs. _____/

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges, if/as applicable.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2
Total price (in rupees)	

Explanation:-

- (i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Promoter/Developer towards the said Flat/Apartment/Unit;

- (i) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the Flat/Apartment/Unit to the Allottee/Purchaser and the project to the Association of Allottees/Purchasers 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/Purchaser to the Promoter/Developer shall be increased/reduced based on such change/modification;

Provide further that if there is any increase in 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 Authority, as per the Act, the same shall not be charged from the Allottee/Purchaser;

- (iii) The Promoter/Developer shall periodically intimate in writing to the Allottee/Purchaser, the amount payable as stated in (i) above and the Allottee/Purchaser shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Flat/Apartment/Unit includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection, and firefighting equipment in the common areas, maintenance charges as per Para II etc. and excludes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Apartment/Unit and the Project.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee/Purchaser 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee/Purchaser.
- 1.4. The Allottee/Purchaser shall make the payment as per the Payment Plan set out in the Schedule hereinafter ("Payment Plan").
- 1.5. The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Purchaser by discounting such early payments @ _____% per annum for the period by which

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the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Promoter/Developer.

- 1.6. It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/Purchaser as per provisions of the Act.

Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act.

- 1.7. [Applicable in case of an apartment] The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the Occupancy Certificate* (or such other certificate by whatever name called issued by the competent authority) 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/Developer. If there is any reduction in the carpet area then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within 45 (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/Purchaser. 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/Purchaser, the Promoter/Developer may demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan as provided in the Schedule hereinafter. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

- 1.8. Subject to Para 9.3 the Promoter/Developer agrees and acknowledges, the Allottee/Purchaser shall have the right to the Flat/Apartment/Unit as mentioned below:

- (i) The Allottee/Purchaser shall have exclusive ownership of the Flat/Apartment/Unit;
- (ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall hand over the common areas to the Association of Allottees/Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Flat/Apartment/Unit includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and excludes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Apartment/Unit and the Project;

- (iv) The Allottee/Purchaser has the right to visit the project site to assess the extent of development of the Project and his Flat/Apartment/Unit, as the case may be. Director

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

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

1.11. The Allottee/Purchaser has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Flat/Apartment/Unit at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the Flat/Apartment/Unit as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within the time and in the manner specified therein:

Provided that if the Allottee/Purchaser delays in payment towards any amount for which is payable, he 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/Developer abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on written demand by the Promoter/Developer, 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 "_____ " payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee/Purchaser, 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/modifications 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/Developer with such permission, approvals which would

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enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund or 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/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter/Developer 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 Flat/Apartment/Unit to the Allottee/Purchaser and the common areas to the Association of the Allottees/Purchasers or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Flat/Apartment/Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer 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/Developer 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 _____ [Please insert the relevant State 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 breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT/APARTMENT/UNIT:*Budhadev Sar*

7.1. Schedule for possession of the said Flat/Apartment/Unit:- The Promoter/Developer ^{Director} agrees and understands that timely delivery of possession of the Flat/Apartment/Unit to the Allottee/Purchaser and the common areas to the Association of Allottees/Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Flat/Apartment/Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Flat/Apartment/Unit,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee/Purchaser the entire amount received by the Promoter/Developer from the allotment within 45 (forty five) days from that date. The Promoter/Developer shall intimate the Allottee/Purchaser about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee/Purchaser, Allottee/Purchaser agrees that he/she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession:- The Promoter/Developer, upon obtaining the Occupancy Certificate* (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Flat/Apartment/Unit, to the Allottee/Purchaser in terms of this Agreement to be taken within 2 (two) months from the date of issue of Occupancy Certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/Purchaser shall be carried out by the Promoter/Developer within 3 (three) months from the date of issue of Occupancy Certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Developer/Association of Allottees/Purchasers, as the case may be, after the issuance of the Completion Certificate for the project. The Promoter/Developer shall hand over Occupancy Certificate of the Flat/Apartment/Unit, as the case may be, to the Allottee/Purchaser at the time of conveyance of the same.

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

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7.4. **Possession by the Allottee/Purchaser:-** After obtaining the Occupancy Certificate (or such other certificate by whatever name called issued by the competent authority) and handing over physical possession of the Flat/Apartment/Unit to the Allottees/Purchasers, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the Association of the Allottees/Purchasers 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/Developer shall hand over the necessary documents and plans, including common areas, to the Association of the Allottees/Purchasers or the competent authority, as the case may be, within 30 (thirty) days after obtaining the Completion Certificate.

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

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/Purchaser shall be returned by the Promoter/Developer to the Allottee/Purchaser within 45 (forty five) days of such cancellation.

7.6. **Compensation -** The Promoter/Developer shall compensate the Allottee/Purchaser 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/Developer fails to complete or is unable to give possession of the Flat/Apartment/Unit (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/Developer shall be liable, on demand to the Allottees/Purchasers, in case the Allottee/Purchaser 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 Flat/Apartment/Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due;

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER:

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

- (i) The Promoter/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

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- (ii) The Promoter/Developer 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Apartment/Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer 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 Flat/Apartment/Unit and common areas;
- (vi) The Promoter/Developer 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/Purchaser created herein, may prejudicially be affected;
- (vii) The Promoter/Developer 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 Flat/Apartment/Unit which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Flat/Apartment/Unit to the Allottee/Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Flat/Apartment/Unit to the Allottee/Purchaser and the common areas to the Association of the Allottees/Purchasers or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all specifications, amenities and facilities) has been handed over to the Allottee/Purchaser and the Association of Allottees/Purchasers 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

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property) has been received by or served upon the Promoter/Developer in respect of the said Land and/or the Director
Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the following events:

(i) Promoter/Developer fails to provide ready to move in possession of the Flat/Apartment/Unit to the Allottee/Purchaser 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 provisions of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupancy Certificate and Completion Certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter/Developer'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/Developer under the conditions listed above, Allottee/Purchaser is entitled to the following:

(i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottee/Purchaser stops making payments, the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any penal interest; or

(ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee/Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within 45 (forty five) days of receiving the termination notice:

Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat/Apartment/Unit, which shall be paid by the Promoter/Developer to the Allottee/Purchaser within 45 (forty five) days of it becoming due.

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

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

(ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Flat/Apartment/Unit in favour of the Allottee/Purchaser and refund the money paid to him by the Allottee/Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Developer; on receipt of Total Price of the Flat/Apartment/Unit as per Para 1.2 under the Agreement from the Allottee/Purchaser; shall execute a conveyance deed and convey the title of the Flat/Apartment/Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy Certificate* (or such other certificate by whatever name called issued by the competent authority) and the Completion Certificate, as the case may be, to the Allottee/Purchaser:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/Purchaser shall be carried out by the Promoter/Developer within 3 (three) months from the date of issue of Occupancy Certificate. However, in case the Allottee/Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/Purchaser authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee/Purchaser.

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

The Promoter/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees/Purchasers upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Flat/Apartment/Unit.

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/Developer as per the Agreement for Sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/Developer/Maintenance Agency/Association of Allottees/Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces ^{Directly} providing necessary maintenance services and the Allottee/Purchaser agrees to permit the Association of Allottees/Purchasers and/or maintenance agency to enter into the Flat/Apartment/Unit 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:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1** Subject to Para 12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Flat/Apartment/Unit 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 Flat/Apartment/Unit, 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 Flat/Apartment/Unit and keep the Flat/Apartment/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchaser 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/Purchaser shall not store any hazardous or combustible goods in the Flat/Apartment/Unit or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Flat/Apartment/Unit.
- 15.3** The Allottee/Purchaser shall plan and distribute the electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the Association of Allottees/Purchasers and/or maintenance agency appointed by Association of Allottees/Purchasers. The Allottee/Purchaser 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:

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The Parties are entering into this Agreement for the allotment of a Flat/Apartment/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter/Developer 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.

18. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter/Developer executes this Agreement, he shall not mortgage or create a charge on the Flat/Apartment/Unit/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/Purchaser who has taken or agreed to take such Flat/Apartment/Unit/Building.

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

The Promoter/Developer has assured the Allottee/Purchaser that the project in its entirety is in accordance with the provisions of the _____ [Please insert the name of the Apartment Ownership Act]. The Promoter/Developer showing compliance of various laws/regulations as applicable in _____

20. BINDING EFFECT:

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1. The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan [Annexure 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter/Developer in the case of one Allottee/Purchaser shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees/Purchasers.
- 24.2. Failure on the part of the Promoter/Developer 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/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Flat/Apartment/Unit bears to the total carpet area of all the Flats/Apartments/Units in the Project.

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Director

27. FURTHER ASSURANCES:

Both the 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 completed only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, in _____ after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

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

_____ Name of Allottee/Purchaser
 _____ (Allottee/Purchaser Address)
 M/s. _____ Name of Promoter/Developer
 _____ (Promoter/Developer Address)

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer 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/Developer or the Allottee/Purchaser, as the case may be.

30. JOINT ALLOTTEES/PURCHASERS:

That in case there are Joint Allottees/Purchasers all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser 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/Purchasers.

31. SAVINGS:

Any Application Letter, Allotment Letter, Agreement, or any other document signed by the Allottee/Purchaser in respect of apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be constructed to limit

the rights and interests of the Allottee/Purchaser 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 under the Arbitration and Conciliation Act, 1996.

34. DEFINITIONS (PART - II):

- "AUTHORITY" shall mean and refer to the Housing Industry Regulatory Authority established under sub-section (1) of Section 20.
- "COMPETENT AUTHORITY" shall mean and refer to the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property etc.
- "DEVELOPMENT" shall be deemed to mean and include development of the said land under consideration by construction of a Housing Project of mass scale consisting of several multi-storied buildings comprising of several self-contained complete residential Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. The said Development shall be carried out in different phases. The said Flat/Apartment/Unit under consideration of this presents is within the Housing Complex named and styled as "USASHI GALAXY". "Development" with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development.
- "FLAT/APARTMENT/UNIT" shall mean and refer to the apartment allotted to the Allottee/Purchaser having Flat No. _____ having carpet area of _____ sq. ft. on the _____ Floor _____ side (hereinafter referred to as the "Apartment" and morefully described in Schedule _____ hereunder as per the floor plan and specifications annexed hereto and marked as Schedule _____). "Apartment" shall mean and include chamber, dwelling unit, flat, office, showroom, shop, go-down, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of the building on the plot of land, used or intended to be used for any residential or commercial purpose such as residence, office, shop, showroom or go-down or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified. That the flat under consideration is under Landowner's Allocation/Developer's

Allocation in accordance to the terms and conditions of the Development Agreement as above referred to herein.

- **"PARKING SPACE"** shall mean and refer to the right to park one two wheeler/four wheeler in the covered parking space allotted to the Allottee/Purchaser measuring an area of _____ sq. ft., morefully described in Schedule hereunder.
- **"DESIGNATED BLOCK/TOWER"** shall mean and include every part of the said multi-storied Building/Block/Tower where the designated Flat/Apartment/ Car Parking Space/Shops/Commercial Space/Units etc. under consideration is situated within the Housing Complex named and styled as "USASHI GALAXY".
- **"ARCHITECT"** shall mean and refer to M/s. ESPACE, having it's office at 35 - A, Dr. Sarat Banerjee Road, Kolkata - 700029, registered as an Architect under the provisions of the Architects Act, 1972 and also include any person/s, firm/s, company/s etc. who possesses requisite qualification under law, as maybe appointed from time to time by the Promoter/Developer.
- **"ENGINEER"** shall mean and refer to _____ (name and address) and also any person who possesses a Bachelor's Degree or equivalent or Diploma from an institution recognized by the All India Council of Technical Education or any University or any Institution recognized under a law or is registered as an Engineer under any law for the time being in force, as maybe appointed from time to time by the Promoter/Developer.
- **"ASSOCIATION"** shall mean and refer to the body to be created by the Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units Owner/s. The Promoter/Developer shall enable the formation of an Association or Society or Co-operative Society; as the case may be; of the Allottees/Purchasers, or a federation of the same, under the applicable laws. Provided that in the absence of local laws, the Association of Allottees/Purchasers, by whatever name called, shall be formed at the earliest instance possible or within a period of 3 (three) months of the majority of Allottees/Purchasers having booked their plot or apartment or building, as the case may be, in the Housing Project. All the Allottees/Purchasers including the PARTY of the THIRD PART and all such persons; to whom the title of the property under consideration may devolved/transferred from time to time; shall always have to be a member of the Association of Allottees/Purchasers. The Allottee/Purchaser shall become a member of the Association. The Allottee/Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or Common Areas and facilities in the Housing Project. The Allottee/Purchaser shall become a member of the Association of Allottees/Purchasers. The Allottee/Purchaser shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association of Allottees/Purchasers in regard to ownership or enjoyment of the Apartment or Common Areas and facilities in the Project.
- **"AGREEMENT FOR SALE"** mean and refer to this presents entered into by and between the Parties to elucidate the terms and conditions contained and agreed upon by the parties herein.
- **"BUILDING/BLOCK/TOWER"** shall mean the G+4 building/s consisting of several Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc.

- **"ALLOTTEES/PURCHASERS"** shall mean and refer to ~~the~~ person/s who acquires Flat/ Apartment/Car Parking Space/Shops/Commercial Space/Units etc. in the Housing Complex named and styled as **"USASHI GALAXY"**. "Allottee/Purchaser" in relation to a real estate project, means the person to whom a plot, apartment or building; as the case may be; has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Promoter/Developer, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent. "Person" includes:-
 - i) an individual;
 - ii) a Hindu undivided family;
 - iii) a company;
 - iv) a firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be;
 - v) a competent authority;
 - vi) an association of persons or a body of individuals whether incorporated or not;
 - vii) a co-operative society registered under any law relating to co-operative societies;
 - viii) any such other entity as the State Government may, by notification, specify in this behalf.
- **"CO-OWNERS"** shall mean and include all the Allottees/Purchasers who; from time to time; have purchased and/or shall purchase any Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. and/or taken possession of such Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. including the Vendor/Landowner and/or Promoter/Developer for those units not alienated or agreed to be alienated by the Vendor/Landowner and/or Promoter/Developer. The Co-owner/s shall not mean and include the Allottee/Purchaser/PARTY of the THIRD PART herein.
- **"APPLICABLE INTEREST RATE"** shall mean premium lending rate of SBI plus 2% (two percent) per annum.
- **"APPLICABLE LAWS"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter including RERA/WBHIRA as may be applicable.
- **BUILT UP AREA** - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the walls shared by the apartment and the adjacent apartments and 50% area of the walls shared by the common facilities like lift lobbies, stairs, corridors, duct and so on plus the balcony area, open terrace area or verandah, if any.
- **BOOKING AMOUNT** - shall mean 10% of the Consideration for the Apartment which includes the Application Money;
- **"CANCELLATION AND CHARGES"** either parties to this presents shall have the right to cancel/withdraw allotment of the said flat under consideration. Provided that where the

Allottee/Purchaser proposes to cancel/withdraw from the Housing Project without any fault of the Promoter/Developer, then the Promoter/Developer shall be entitled to forfeit an amount equal to 10% of the Total Sale Price or Booking Amount (whichever is higher) and (i) all interest and liabilities of the Allottee/Purchaser accrued till date of cancellation, (ii) the stipulated charges on account of dishonour of cheques (if any) and (iii) all amounts collected as GST, taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate, concerned, competent authorities. The said amount shall be refunded by the Promoter/Developer to the Allottee/Purchaser without paying any interest thereon. If the cancellation/ termination of the Housing Project is done at the instance of the Promoter/Developer, the Allottee/Purchaser shall be entitled to be refunded entire sum paid till date of cancellation/termination save and except amounts (i) all interest and liabilities of the Allottee/Purchaser accrued till date of cancellation, (ii) the stipulated charges on account of dishonour of cheques (if any) and (iii) all amounts collected as GST, taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate, concerned, competent authorities.

- **"CARPET AREA"** shall mean and refer to the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or Varandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation. For the purpose of this clause, the expression "exclusive balcony or Varandah area" means the area of the balcony or Varandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee/Purchaser, and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee/Purchaser.
- **"COMMON AREAS"** shall mean and collectively refer to the areas, amenities, club and specified facilities which are to be used and enjoyed in common with all the Allottees/Purchasers and includes:-
 - i) the entire land for the Housing Project or where the Housing Project is developed in phases and registration under the Act is sought for a phase, the entire land for that Phase;
 - ii) the staircases, lifts, staircase-lobbies and lift-lobbies, fire escapes and common entrances and exits of buildings;
 - iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - v) installations of central services such as electricity, water, sanitation, fire-fighting system (if any);
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provided in the Housing Project;
 - viii) all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use.
- **"SHARE IN COMMON PORTIONS/AREA"** the Allottee/Purchaser shall not have any proprietary right or share in the common areas or portions including amenities, club and specified facilities. The same shall be vested/transferred by the Promoter/Developer and Vendor/Landowner onto and in favour of the Association of Allottees/Purchasers. The said share in common areas appurtenant to the

Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. under consideration shall be transferred by the Promoter/Developer and the Vendor/Landowner onto and in favour of the Association of Allottees/Purchasers.

- **"COMPLETION CERTIFICATE"** shall mean and refer to the Completion Certificate (or such other certificate, by whatever name called) issued by the competent authority, certifying that the Housing Project has been developed according to the Sanctioned Building Plan, Layout Plan and Specifications, as approved by the concerned competent authority under the local laws.
- **"OCCUPANCY CERTIFICATE"** means the Occupancy Certificate (or such other certificate by whatever name called) issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- **"DEVELOPMENT WORKS"** shall mean and refer to the external development works and internal development works on the land property under consideration.
 - a) **"EXTERNAL DEVELOPMENT WORKS"** shall mean and refer to roads and road systems landscaping, water supply, sewerage and drainage systems, electricity supply transformer, waste disposal management and/or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws.
 - b) **"INTERNAL DEVELOPMENT WORKS"** shall mean and refer to roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per Sanctioned Plan/s.
- **"ESTIMATED COST OF HOUSING PROJECT"** shall mean and refer to the total cost involved in developing the Housing Project and includes the land cost, land development cost, GST, taxes, cess, development and other charges etc.
- **"INTEREST"** shall mean and refer to the rates of interest payable by the Promoter/Developer or the Allottee/Purchaser; as the case may be; which shall be premium lending rate of SBI plus 2% per annum on the applicable amount. The rate of interest chargeable on either parties for default shall be equal. The interest payable by the Promoter/Developer to the Allottee/Purchaser shall be from the date, on which the Promoter/Developer received the amount; or any part thereof; till the date of refund, and the interest payable by the Allottee/Purchaser to the Promoter/Developer shall be from the date, on which the Allottee/Purchaser defaults in payment to the Promoter/Developer till the date it is paid.
- **"EXTRAS & DEPOSITS"** shall mean and refer to the costs and deposits specified in Schedule hereinafter to be paid by the Allottee/Purchaser to the Promoter/Developer in the manner hereinafter provided;

- **"FORCE MAJEURE EVENTS"** shall mean, include and refer to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Housing Project or any other circumstances as may be prescribed, which may include any act, regulation or restraint constituting a change in law, the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority, legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Housing Project, subjected to approval of the same from the Authority.
- **"IFSD"** shall mean and refer to Interest Free Security Deposit.
- **COMMON MAINTENANCE EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottees/Purchasers and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee/Purchaser;
- **"COMMON EXPENSES"** shall include the proportionate share of common expenses briefly described and without limitation in Schedule hereinafter to be paid borne and contributed by the Allottee/Purchaser for rendition of common services.
- **"MAINTENANCE CHARGES"** shall mean and refer to the charges for the enjoyment and maintenance of the Common Areas and facilities of the Housing Project, the Allottee/Purchaser shall be liable to remit per month the proportionate maintenance charges of such area and facilities as may be fixed from time to time by the Promoter/Developer and upon completion, the Association of Allottees/ Purchasers. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee/Purchaser fails to pay the same:-
 - i) The Allottee/Purchaser shall not be entitled to avail any maintenance services,
 - ii) Applicable Interest Rate will become payable by the Allottee/Purchaser,
 - iii) The Promoter/Developer/Association of Allottees/Purchasers shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the 6 (six) months average of the Maintenance Charges, then the Allottee/Purchaser shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.
- **"COMMON RULES"** shall mean the rules and regulations specified in Schedule hereinafter to be observed by all the Allottees/Purchasers, Co-owners of the Housing Project and shall also include the person/s upon whom the title of the property under consideration may devolve or be transferred, for the common, peaceful, effective and harmonious use and enjoyment of the Housing Complex.
- **"COMMON PURPOSES"** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the said Housing Complex or the Building/Block/Tower and in particular the common areas and installations, rendition of common services in common to the Co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Apartment/Unit exclusively and the common areas and installations in common.

- **"SANCTIONED PLANS"** shall mean and refer to the Site Plan, Building Plan, Servo Plan, Parking and Circulation Plan, Landscape Plan, Layout Plan, Zoning Plan and such other plan and permissions granted by the competent authority for the Housing Project.
- **"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean and refer to the easements and rights reserved to the Promoter/Developer and/or the Association of Allottees/Purchasers; The following shall be reciprocal easements regarding the Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. and/or the Common Portions between the Allottee/Purchaser herein & the Promoter/Developer and/or the other Co-owners including Association of Allottees/Purchasers:-
 - i) The right of ingress to and egress from the Flats/Apartments/Units over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.
 - ii) The right of access to wires, cables and other equipments and of utilities including connections for water, sewage, drainage, electricity, telephone, cable-TV, internet and all other utilities to and through each and every portion of the Tower including all the Apartments therein.
 - iii) The right of support, shelter and protection of each portion of the Building/ Block/Tower by the other portions thereof.
 - iv) Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Flat/Apartment/Unit or necessary for the exclusive use or enjoyment thereof by the Apartment Owners in common with each other subject however to the other conditions herein.
- **"UNIT"** shall mean and refer to each unit of residential/commercial in the Housing Complex and the expression **"units"** shall be construed accordingly.
- **"WBHIRA"** means The West Bengal Housing Industry Regulation Act, 2017 and includes any statutory modification or re-enactment thereof for the time being in force, and rules framed thereunder, as applicable.
- **"AMENITIES, CLUBS & SPECIFIED FACILITIES"** The amenities shall mean and include Hi-Tech Gymnasium, Ladies Adda Zone & Senior Citizen Adda Zone, Jogging Track, Meditation Centre & Yoga Lounge Wi-Fi Zone, Festival Podium, Exclusively Designed Swimming Pool with Deck, Indoor Game Room with Table Tennis, Carrom Board, Chess & Dart, Barbeque Zone, Central Green, Guest House for Friends & Family, Children's Playground/Kids Corner & Crèche, Banquet Hall, Cafeteria & Restaurant, Media Room, Outdoor Kitchen, Laundry Facility, Common Business Centre & Lounge, Activity Centre, etc. It is clarified as of now, that the said amenities, club and specified facilities shall be set up at place to be earmarked for the same in subsequent oncoming phases and the Allottee/Purchaser herein shall have the usage right to use the said amenities, club and specified facilities. The Promoter/Developer shall have the absolute right to modify the area, location of amenities and facilities of the said amenities, club and specified facilities since the Vendor/Landowner and Promoter/Developer herein have not made any commitments or official announcements regarding the same and have neither obtained any charges for the same as of now. The said amenities, club and specified facilities shall be co-owned by, be available to and enjoyed in common with the other Co-owners of the said Housing Complex and/or by Co-owners of the adjoining Housing Project (if any) which would be constructed by the Promoter/Developer or by it's allied companies. If any of

the amenities cannot be accommodated within the Housing Complex for reasons beyond the control and capacity of the Promoter/Developer, the said amenities mentioned herein shall be located in the adjoining phase of the said Housing Project and the said portion of the amenities shall be deemed to be an extended part of this Housing Project under consideration.

- "LAND" shall mean and refer to the immovable property as described in Schedule A hereinafter on which the proposed Housing Project named and styled as "USASHI GALAXY" to be developed by the Promoter/Developer.
- "SHARE IN THE LAND" shall mean and include the variable, proportionate, undivided, undemarcated, indivisible share in the land beneath the building in which the said flat under consideration is situated.
- "INSTALLATIONS AND COMMON AREAS" shall mean and include the parts and portions of the Land having common areas and facilities earmarked for common use and enjoyment for all Flat/Apartment/Unit Owners and according to the context mean and include the areas, installations and facilities of the Housing Complex written and expressed or intended by the Vendor/Landowner and/or Promoter/Developer for common use and enjoyment of the Allottee/Purchaser in common with the Vendor/Landowner and/or Promoter/Developer and other Co-owners of the Housing Complex named and styled as "USASHI GALAXY".

35. DEVOLUTION OF TITLE:

A. The Vendor/Landowner herein purchased all that piece and parcel of land admeasuring about 48.5 Decimals by virtue of a registered Deed of Conveyance dated 04/11/2003 having Being No. 1159/2006 of ADSR Bishnupur from Kurpan Ali Sardar, Rupjan Bibi, Sukar Ali Sardar, Rajbali Sardar, Anowara Bibi and Mafia Bibi, and thereafter the Vendor/Landowner herein had mutated it's name with the concerned BL & LRO and was assigned L.R. Khatian No. 9378.

B. The Vendor/Landowner herein had sold by virtue of various deeds to various persons and thereby finally retaining 26.4 Decimals of land for itself.

C. Thereafter the Vendor/Landowner herein applied and obtained Permission For Conversion affecting the change in nature and character of land i.e. from Sali to Bastu vide Order No. 6/P/6/1124/SDL&LRO, Sadar Alipore dated 16/10/2015 from the concerned SDL & LRO for land admeasuring about 26.4 Decimals morefully described in Schedule A hereinafter.

D. Thereafter the Vendor/Landowner herein applied and obtained sanctioned building plan from concerned authority vide Plan No. 460/590/KMDA dated 05/05/2017.

E. The Vendor/Landowner herein being desirous to develop it's land property for commercial gains, approached the PARTY of the SECOND PART; being a Developer of great repute and stature; possesses the required qualities, expertise and experience to come up with such Housing Project of mass scale. Pursuant to the negotiations by the parties herein, the Promoter/Developer has agreed to develop the land morefully described in Schedule A hereinafter and subsequently entered into a registered Development Agreement having Being No. 1579/2018 of DSR - IV Alipore

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for the same and thereafter the Vendor/Landowner executed a Development Power of Attorney having Being No. 2625/2018 of DSR - IV Alipore in favour of the Promoter/Developer herein for smooth running and functioning of developmental work on the property under consideration. The said land in Schedule A has been earmarked for the purpose of building several multi-storied buildings consisting of several self contained residential Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc. and the said Housing Project shall always be named and styled as "USASHI GALAXY".

F. On demand from the Allottee/Purchaser, the Promoter/Developer has given inspection to the Allottee/Purchaser of all the documents of title relating to the land and the Plans, Designs and Specifications prepared by the Promoter/Developer's Architects i.e. _____ and to such other documents as are specified under the Applicable Laws. A copy of the report on the title in respect of the land issued by Advocate Saptarshi Ray has been provided to the Allottee/Purchaser on prior to this date of this presents and the receipt of which the Allottee/Purchaser hereby acknowledges.

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

H. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.

I. The Allottee/Purchaser has/have been made aware and has/have unconditionally agreed that the occupants of apartments in the said Housing Project shall also have complete and unhindered access to all Common Areas and Installations of the Housing Project which are meant or allowed by the Promoter/Developer for use and enjoyment by such other third parties.

J. It has been agreed by the parties that the Association of all the Allottee/Purchaser of all the blocks in the said Housing Project as and when the said Housing Project is completed in its entirety shall own in common all Housing Project Common Installations together with all easements, rights and appurtenances belonging thereto.

36. DECLARATION:-

The Parties herein do hereby affirm, state and declare that any Agreement for Sale by and between the parties herein (involving the Flat/Apartment/Unit under consideration) entered into and executed prior to this date, shall stand terminated from this date signing of this presents.

37. PROMOTER/DEVELOPER AGREES:-

- The Promoter/Developer hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions (if any) which may have been imposed by the concerned authority at the time of sanctioning of the plans or thereafter and shall; before handing over possession of the Flat/Apartment/Unit to Allottee/Purchaser; obtain Occupancy Certificate in respect of the Flat/Apartment/Unit from the concerned authority.
- The Promoter/Developer hereby agrees to get the Housing Project registered under the provisions of the WBHRA, as and when the same is applicable.

38. LIABILITY OF THE VENDOR/LANDOWNER:-

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If at any point of time, the Development Agreement is terminated and/or the Development Power of Attorney is revoked by the Vendor/Landowner herein at its instance, then the Vendor/Landowner shall be solely liable and responsible to comply with all the terms and conditions contained in this Agreement and shall have to complete the Housing Project and handover peaceful, vacant and absolute possession of the Flat/Apartment/Unit onto and in favour of the Allottee/Purchaser herein. The Promoter/Developer shall not be held liable or responsible in such scenario to pay interest on the amount deposited by the Allottee/Purchaser.

39. MAINTENANCE CHARGES:-

For the enjoyment and maintenance of the Common Areas and facilities of the Project, the Allottee/Purchaser shall be liable to remit Rs. 3/- per sq. ft. per month of the total carpet area of the Flat/Apartment/Unit under consideration as "Maintenance Charges". In case the Allottee/Purchaser fails to pay:-

- The Allottee/Purchaser shall not be entitled to avail any maintenance services;
- Applicable Interest Rate will become payable by the Allottee/Purchaser;
- The Promoter/Developer or Association of Allottees/Purchasers shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the 6 (six) months average of the Maintenance Charges, then the Allottee/Purchaser shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

40. MAINTENANCE SECURITY DEPOSIT:-

An interest free corpus deposit ("Maintenance Security Deposit") for the Flat/ Apartment/Unit shall be paid by the Allottee/Purchaser to the Promoter/Developer on or before taking over possession of the Flat/Apartment/Unit. The Maintenance Security Deposit is Rs. 36/- (Rupees thirty six only) per sq. ft. of the carpet area of the Flat/Apartment/Unit and the same shall be used by the Promoter/Developer or Association of Allottees/Purchasers for repair of Common Areas, facilities and equipment provided in the Housing Project. Notwithstanding the above, the Promoter/Developer reserves the right to utilize this deposit to adjust any realizable dues from the Allottee/Purchaser. The unused portion of the Maintenance Security Deposit shall be transferred to the Association of Allottees/Purchasers.

41. INTEREST FREE SECURITY DEPOSIT:-

The Allottee/Purchaser shall pay, over and above the monthly running Maintenance Charges and the Maintenance Security Deposit, an amount equivalent to 6 (six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit ("IFSD") to the Promoter/Developer calculated at the rate of Rs. 36/- (Rupees thirty six only) per sq. ft. of the carpet area of the Flat/Apartment/Unit per month on Possession Date. The said IFSD shall be kept with the Promoter/Developer in order to secure adequate provision of the maintenance services and due performance of the Allottee/Purchaser in promptly paying the

maintenance bills and other charges as raised by the Promoter/Developer or Association of Allottees/Purchasers. If the said IFSD remains unutilized then the same shall be transferred to the Association of Allottees/Purchasers.

42. RAISING OF FINANCE BY PROMOTER/DEVELOPER:-

The Promoter/Developer shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables.

43. RAISING OF FINANCE BY ALLOTTEE/PURCHASER:-

The Allottee/Purchaser may obtain finance from any financial institution/Bank or any other source but the Allottee/Purchaser's obligation to purchase the Flat/Apartment/Unit pursuant to this Agreement shall not be contingent on the Allottee/Purchaser's ability or competency to obtain such financing and the Allottee/Purchaser shall remain bound by this Agreement whether or not he/she/it/they has/have been able to obtain financing for the purchase of the Flat/Apartment/Unit.

44. NOMINATION/TRANSFER BY THE ALLOTTEE/PURCHASER:-

- The Allottee/Purchaser may with the prior consent in writing from the Vendor/ Landowner and/or Promoter/Developer and against payment in advance to the Promoter/Developer, a sum equivalent to 1% of the Sale Price payable by the Allottee/Purchaser to the Promoter/Developer hereunder, get the names of his/her/its/their nominee/s substituted in his/her/its/their place and stead in the records of the Promoter/Developer as the Allottee/Purchaser of the said Flat/Apartment/Unit. Any such nomination or transfer shall be at the sole risk and cost of the Allottee/Purchaser and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall henceforth be observed, fulfilled and performed by the nominee/s. All stamp duty and Registration Fees, Legal Charges and other outgoings as may be occasioned due to aforesaid nomination or transfer, shall be payable by the Allottee/Purchaser or his/her/its/their nominee/s. The change of nomination shall be executed and effective on or after expiry of the locking period of 1 (one) year from the date of booking/allotment. The Promoter/Developer shall charge @ Rs. 50/- per sq. ft. plus applicable GST for execution of the fresh agreement with the said nominee/s. The acceptance of the nominee/s of the Allottee/Purchaser shall be subjected to the discretion of the Vendor/Landowner and/or Promoter/Developer and it's decision shall be full and final and will be a binding upon all the parties herein.
- The Allottee/Purchaser shall not be entitled to let out, sell, transfer or part with possession of the Flat/Apartment/Unit until all the charges, outgoings, dues payable by the Allottee/Purchaser to the Vendor/Landowner and/or Promoter/Developer in respect of the Flat/Apartment/Unit are fully paid up and a No Dues Certificate is obtained by the Allottee/Purchaser from the Vendor/Landowner and/or Promoter/Developer.
- **Prior Written Permission and Tripartite Agreement:-** In respect of any nomination, the Allottee/Purchaser shall obtain prior permission of the Promoter/Developer and the Allottee/Purchaser

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and the nominee shall be bound to enter into a tripartite agreement with the Promoter/Developer and the Allottee/Purchaser.

NOW THIS INDENTURE FURTHER WITNESSETH AS FOLLOWS:-

45. The Allottee/Purchaser agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site only provides a representative idea and the actual Flat/Apartment/Unit agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee/Purchaser shall not be entitled to raise any claim for such variation.
46. In the event of the Allottee/Purchaser obtaining any financial assistance and/or housing loan from any bank/financial institution the Promoter/Developer shall act in accordance with the instructions of the bank/financial institution in terms of the Agreement between the Allottee/Purchaser and the bank/financial institution, SUBJECT HOWEVER the Promoter/Developer being assured of all amounts being receivable for sale and transfer of the said Flat/Apartment/Unit and in no event the Promoter/Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/Purchaser from such bank/financial institution.
47. In case payment is made by any third party on behalf of Allottee/Purchaser, the Promoter/Developer will not be responsible towards such third party making such payment/remittances on behalf of the Allottee/Purchaser and such third party shall not have any right in the Application and/or Allotment, if any, in any manner whatsoever and the Promoter/Developer shall issue the payment receipts in the name of the Allottee/Purchaser only.
48. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter/Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter/Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications.
49. Promoter/Developer may also extend the said Housing Project to any contiguous land in future in different phases wherein all or part of the provisions of common amenities and facilities of the Housing Project such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, playgrounds and other amenities shall or may be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. The Allottee/Purchaser shall not have any objection to it and further, the Allottee/Purchaser hereby give consent to the Promoter/Developer that the Promoter/Developer shall have full right, title, interest to use and utilize the additional FAR in respect of the said Land which may be made available even after the Deed of Conveyance of the said Flat/Apartment/Unit has been executed, the Allottee/Purchaser or the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier

completed phases of the entire housing complex is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter/Developer decides. The Allottee/Purchaser is/are also notified that the Promoter/Developer may at any subsequent period undertakes development of a separate Housing Project on land which is adjacent but not part of this Housing Project and in that case the Promoter/Developer may decide to provide for an access or passage way across the said Housing Project and for this purpose the Promoter/Developer shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon all the Allottees/Purchasers and the Association of Allottees/Purchasers of the said Housing Project.

50. If due to any act, default or omission on the part of the Allottee/Purchaser, the Promoter/Developer is restrained from construction of the said Housing Project and/or transferring and disposing of the other Apartments in the Housing Project or Complex then and in that event without prejudice to the Promoter/Developer's such other rights the Allottee/Purchaser shall be liable to compensate and also indemnify the Promoter/Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter/Developer.
51. The Promoter/Developer will not entertain any request for modification in the internal layouts of the Flat/Apartment/Unit of the Building/Block/Tower. In case the Allottee/Purchaser desires (with prior written permission of the Promoter/Developer) to install some different fittings/floorings on his/her/their own within the said Flat/Apartment/Unit, he/she/they will not be entitled to any reimbursement or deduction in the value of the said Flat/Apartment/Unit. For this purpose, in only those cases where the Allottee/Purchaser has/have made full payment according to the terms of payment, at its sole discretion, the Promoter/Developer may allow any Allottee/Purchaser access to the Flat/Apartment/Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee/Purchaser provided that such access will be availed in accordance with such instructions of the Promoter/Developer in writing and that the right of such access may be withdrawn by the Promoter/Developer at any time without assigning any reasons.
52. The Allotment is personal and the Allottee/Purchaser shall not be entitled to transfer, let out, alienate the said Flat/Apartment/Unit without the consent in writing of the Promoter/Developer PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee/Purchaser shall be entitled to let out, grant, lease and mortgage and/or deal with the said Flat/Apartment/Unit for which no further consent of the Promoter/Developer shall be required. All the provisions contained herein and the obligations arising hereunder of the said Housing Project shall equally be applicable to and enforceable against any subsequent Allottees/Purchasers of the Flat/Apartment/Unit in case of a transfer, as the said obligations go along with the said Flat/Apartment/Unit for all intents and purposes.
53. That Allottee/Purchaser shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings in the said Housing Project and the Promoter/Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards/Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter/Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/authorities for the same.

54. That on and from the date of possession of the said Flat/Apartment/Unit, the Allottee/Purchaser shall:

- Co-operate in the management and maintenance of the said Housing Project.
- Observe, comply and abide by the rules framed from time to time by the Promoter/Developer and subsequently by the Association of Allottees/Purchasers, after the same is formed, for the beneficial common use and enjoyment of the common areas and common amenities and facilities provided in the said 'Housing Project'.
- Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter/Developer, until formation of the Association of Allottee/Purchaser including the GST.
- Use the said Flat/Apartment/Unit for residential purpose only.
- Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by Promoter/Developer or the Association of Allottee/Purchaser, upon formation, in writing.
- Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Housing Project and/or the adjoining building/s.
- Not to place or cause to be placed any article or object in the common area.
- Not to injure, harm or damage the Common Area or any other Apartments in the said Housing Project by making any alterations or withdrawing any support or otherwise.
- Not to park any vehicle 2/4 wheeler, in the said Housing Project, unless the facility to park the same is obtained and/or acquired by Allottee/Purchaser.
- Not to make any addition, alteration in the structure of the Building/Block/Tower, internally within the Flat/Apartment/Unit or externally within the said Housing Project and shall not change the location and/or design of the window and balcony grills (provided by the Promoter/Developer) and also shall not change the colour of the external wall of balcony/verandah, which is part of the outside colour scheme of the Building/Block/Tower/elevation, duly approved and finalized by the architect of the said Housing Project.
- Not to slaughter or permit to be slaughtered any animal and/or bird nor violate the provisions of Prevention of Cruelty to Animals Act, 1960 nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottee/Purchaser and/or occupiers of the said Housing Project.
- Not to keep in the said Flat/Apartment/Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat/Apartment/ Unit and/or any other Flat/Apartment/Unit in the said Housing Project.

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- Not to close or permit the closing of verandahs or lounges or balconies or lobbies and ~~other~~ parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat/Apartment/Unit' which in the opinion of the Promoter/Developer/ Association of the Allottee/Purchaser differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Developer/ Association of Allottee/Purchaser may affect the elevation in respect of the exterior walls of the said Housing Project.
- Not to use the said Flat/Apartment/Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Housing Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilles wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat/Apartment/Unit to anyone else, or excepting to a person who owns an Flat/Apartment/Unit in the Housing Project and the Allottee/Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- Not to encumber the said Flat/Apartment/Unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Flat/Apartment/Unit in favour of the Allottee/Purchaser.
- To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter/Developer and/or the Association with regard to the usage and timings fixed, in respect of common amenities and facilities provided in the Housing Project, in particular, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the kitchen and electricity charges, as may be fixed or determined by the Promoter/Developer/Association of Allottee/Purchaser from time to time.
- To ensure that all interior work of furniture, fixtures and furbishing of the said Flat/Apartment/Unit, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Allottee/Purchaser.
- **No Air Conditioning Without Permission:-** Not to install any window air-conditioning units anywhere in the said Flat/Apartment/Unit and not to change the designated areas as approved by Promoter/Developer for installing the split/high wall air conditioners.

- **No Grills:-** Not to install any grill on the balcony or verandah without the prior approval of the Developer or the Association of the Allottees/Purchasers.
- **No Sub-Division:-** Not to sub-divide the said Flat/Apartment/Unit and the Common Areas, under any circumstances.
- **No Change of Name:-** Not to change/alter/modify the name of the Building/Block/Tower from that mentioned in this Agreement.
- **No Floor Damage:-** Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- **No Installing Generator:-** Not to install or keep or run any generator in the Said Flat/Apartment/Unit.
- **No Misuse of Water:-** Not to misuse or permit to be misused the water supply to the said Flat/Apartment/Unit.
- **No Hanging Clothes:-** Not to hang or cause to be hung clothes from the outside of the balconies of the Said Flat/Apartment/Unit.
- **No Smoking in Public Places:-** Not to smoke in public areas of the Building/Block/Tower and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- **No Plucking Flowers:-** Not to pluck flowers or stems from the gardens.
- **No Littering:-** Not to throw or allow to be thrown litter in the Common Areas of the said Building/Block/Tower/Housing Project.
- **No Trespassing:-** Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- **No Overloading Lifts:-** Not to overload the passenger lifts and move goods only through the service lift and/or staircase of the Building/Block/Tower.
- **No Use of Lifts in Case of Fire:-** Not to use the lifts in case of fire.
- **No Covering of Common Portions:-** Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Flat/Apartment/Unit.
- **Pay Goods & Service Tax:-** To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee/Purchaser to the Promoter/Developer/Association in terms of this Agreement as also to pay all others taxes payable by the Allottee/Purchaser in terms of this Agreement.
- **Use of Spittoons/Dustbins:-** Use the spittoons/dustbins located at various places in the Housing Project.

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Director

55. ELECTRICITY SUPPLY:-

In case WBSEDC Ltd./any other electricity supply agency decides not to provide individual meters to the Blocks and makes provision for a High Tension Supply or Bulk Supply, the Promoter/Developer shall provide individual sub- meters to the Allottees/Purchasers upon payment by them of the proportionate security deposit payable to WBSEDC Ltd./any other electricity supply agency for such connection. The exact amount payable by the Allottee/Purchaser will be intimated to the Allottee/Purchaser before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDC Ltd./any other electricity supply agency from time to time and all Allottees/Purchasers shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDC Ltd./any other electricity supply agency, as per the norms of WBSEDC Ltd./any other electricity supply agency. In such a case the Allottee/Purchaser may be required to enter into a separate agreement with the Promoter/Developer for supply of electricity through sub meters.

56. ADDITIONAL WORK AND FACILITY:-

In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Housing Project, the benefit whereof would be for the Allottee/Purchaser, or the said Flat/Apartment/Unit, the Allottee/Purchaser shall be liable to make payment of the proportionate share in respect thereof to the Promoter/Developer and the same shall form part of the common areas and amenities and facilities. However, whether such additional amenities and facilities are to be provided for will be entirely at the sole discretion of the Promoter/Developer and the Allottee/Purchaser hereby consent(s) to the same.

57. ADDITIONAL TAXES, LEVIES AND OUTGOINGS:-

If at any time, the Promoter/Developer is liable to pay any amount on account of statutory taxes, outgoings and/or impositions including Goods and Service Tax, the Allottee/Purchaser shall be liable and agree(s) to make payment of the amount on account of such statutory taxes and outgoings and to keep the Promoter/Developer, harmless and indemnified against all such tax and outgoings and all costs, charges and expenses in respect thereof.

58. PAYMENT OF TOTAL CONSIDERATION AND EXTRAS AND DEPOSITS AND TOTAL GST PRIOR TO POSSESSION: -

The Allottee/Purchaser agree(s) and covenant(s) not to claim any right or possession over and in respect of the Said Flat/Apartment/Unit till such time the Allottee/Purchaser has/have paid the entirety of the Total Price of the Flat/Apartment/Unit and all other amounts agreed to be paid or deposited under this Agreement as mentioned in Clause 1.2.4 and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee/Purchaser in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter/Developer shall not be under any obligation to handover possession of the Said Flat/Apartment/Unit.

59. ALLOTTEES/PURCHASERS COVENANTS:-

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The Allottee/Purchaser covenants with the Promoter/Developer (which expression shall for the purpose of include the Association, wherever applicable) and admits and accepts that:-

- **ALLOTTEE/PURCHASER(S) AWARE OF AND SATISFIED WITH COMMON AREAS AND INSTALLATIONS AND SPECIFICATIONS:-** The Allottee/Purchaser, upon full satisfaction and with complete knowledge of the Common Areas and Installations and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee/Purchaser has examined and is acquainted with the Housing Project and has agreed that the Allottee/Purchaser shall neither have nor shall claim any right over any portion of the Housing Project save and except the Said Flat/Apartment/Unit.
- **ALLOTTEE/PURCHASER(S) TO MUTATE AND PAY RATES & TAXES:-** The Allottee/Purchaser shall (1) pay all fees and charges and cause mutation in the name of the Allottee/Purchaser in the records of the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said Flat/Apartment/Unit (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Housing Project and wholly for the said Flat/Apartment/Unit from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said Flat/Apartment/Unit is separately mutated and assessed in favour of the Allottee/Purchaser), on the basis of the bills to be raised by the Promoter/Developer/Association (upon formation), such bills being conclusive proof of the liability of the Allottee/Purchaser in respect thereof. The Allottee/Purchaser further admits and accepts that the Allottee/Purchaser shall not claim any deduction or abatement in the aforesaid bills.
- The Allottee/Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee/Purchaser of the said Flat/Apartment/Unit) nor do anything whereby the construction or development of the building or the said Housing Project or the sale or transfer of the other Flat/Apartment/Unit in the said Housing Project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee/Purchaser, the Promoter/Developer is restrained from construction of the Building/Block/Tower and/or transferring and disposing of the other Apartments therein then and in that event without prejudice to such other rights the Promoter/Developer may have, the Allottee/Purchaser shall be liable to compensate and also indemnify the Promoter/Developer for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter/Developer.
- The Allottee/Purchaser shall not nor be entitled to ask, demand or seek delivery of possession of the said Flat/Apartment/Unit so long the Allottee/Purchaser has/have not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his/her/their obligations and covenants herein contained.

60. DISHONOUR OF PAYMENT INSTRUMENTS:-

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee/Purchaser for any reason whatsoever, then the same shall be treated as a default and the

Promoter/Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter/Developer shall intimate the Allottee/Purchaser of the dishonour of the cheque and the Allottee/Purchaser would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter/Developer of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 30 (thirty) days then the Promoter/Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee/Purchaser come(s) forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter/Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter/Developer has no obligation to return the original dishonoured cheque.

61. NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE/PURCHASER(S):-

- All open areas in the Housing Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.
- The Allottee/Purchaser shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

62. INDEMNITY:-

The Allottee/Purchaser shall keep the Promoter/Developer indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter/Developer and/or the Association (upon formation) relating to the said Building/Block/Tower/Housing Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee/Purchaser or the servants/agents/licenses/invitees/visitors of the Allottee/Purchaser and/or any breach or non-observance by the Allottee/Purchaser of the Allottee/Purchaser's covenants and/or any of the terms herein contained.

63. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE/PURCHASER:-

The Allottee/Purchaser agree(s) that these terms and conditions for sale and transfer of the said Flat/Apartment/Unit as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes /variations as the Promoter/Developer may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter/Developer keeping in mind any extant/proposed laws, rules and regulations. The Allottee/Purchaser agree(s) to render all cooperation to the Promoter/Developer in this regard as and when called upon by the Promoter/Developer without any claim demand demur or protest.

SCHEDULE - "A" (THE LAND)

All that piece and parcel of land measuring about 26.4 Decimals laying and situated at Mouza - Amgachia, J.L. No. 93, Touzi No. 85, 87 & 94, R.S. No. 326, R.S. & L.R. Dag No. 659, L.R. Khatian No. 9378, within the jurisdiction of Amgachia Gram Panchayet, PS - Bishnupur, Dist: 24 PGS (S). The said land is free from all encumbrances

whatsoever. The Promoter/Developer shall complete the Housing Project named and styled as "USASHI GALAXY" in various phases and the land described herein shall be utilized for the same shall be named and styled as "USASHI GALAXY".

SCHEDULE - "B"
(FLAT/UNIT)

All that piece and parcel of one self-contained residential flat having Flat No. _____ on the _____ floor _____ side measuring about _____ sq. ft. (carpet area) consisting _____ Bed Room/s, 1 (one) Living cum Dining Space, with 1 (one) Kitchen, and 1 (one)/2 (two) toilet/s W.C. in Building/Block/Tower No. _____ of the proposed Housing Complex known and styled as "USASHI GALAXY", together with undivided, impartible, proportionate share in the land underneath the said Building/Block/Tower in consideration and right to use and access common service areas to be appended thereto in accordance with the Building Plan sanctioned from the concerned competent Authority. That the flat under consideration is under Landowner's Allocation/Developer's Allocation in accordance to the terms and conditions of the Development Agreement as above referred to herein.

(PARKING SPACE)

The parking place to park one medium sized private car/two wheeler, **Open/Covered** space measuring about _____ sq. ft. on the ground floor, (car parking place will be demarcated and numbered on or before execution of the Deed of Conveyance/Date of Possession) within the said Housing Complex named and styled as "USASHI GALAXY".

SCHEDULE - "C"
(PAYMENT PLAN)

PAYMENT SCHEDULE OF THE SAID FLAT/APARTMENT/UNIT

On Booking	10% of Sale Price + Taxes
On execution for Sale Agreement	Min 20% of Sale Price + Taxes
On Completion of foundation	Min 15% of Sale Price + Taxes
On Completion of Ground floor roof casting	Min 10% of Sale Price + Taxes
On Completion of 2 nd floor roof casting	Min 10% of Sale Price + Taxes
On Completion of 3 rd floor roof casting	Min 10% of Sale Price + Taxes
On Completion of 4 th floor roof casting	Min 10% of Sale Price + Taxes
On Completion of brick work, internal plaster, flooring	Min 5% of Sale Price + Taxes
On Completion of plumbing, external Plaster	Min 5% of Sale Price + Taxes
On Notice of Possession	Min 5% of Sale price + Extra Charges, Deposits, Registration Charges, all others charges + Taxes

SCHEDULE - "D"
(MUTUAL EASEMENTS & RESERVED MATTERS)

The following shall be reciprocal easements regarding the Flats/Apartments/Units and/or the Common Portions between the Promoter/Developer and/or all the Allottees/ Purchasers of other Flats/Apartments/Units:-

- The right of ingress to and egress from the Flats/Apartments/Units over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.

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- The right of access to wires, cables and other equipments and of utilities including connections for water, sewage, drainage, electricity, telephone, cable-TV, internet and all other utilities to and through each and every portion of the Tower including all the Flats/Apartments/Units therein.
- The right of support, shelter and protection of each portion of the Building/Block/Tower by the other portions thereof.
- Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Flat/Apartment/Unit or necessary for the exclusive use or enjoyment thereof by the Apartment Owners in common with each other subject however to the other conditions herein.

SCHEDULE - "E"
(EXTRAS & DEPOSITS)

Part - I
[Extras]

- Additional Work:-** The cost of any work done or facility provided in any Flat/ Apartment/Unit in addition to those mentioned in the Specifications at the request of or with the consent of the Allottee/Purchaser the same will be decided by the Promoter/Developer and the Allottee/Purchaser shall be deemed to have agreed to this.
- Electricity Service Connection Charge:-** Costs incurred in making arrangements with WBSEDCL on actual for giving direct I.T connection to the Apartment Owners along with Rs. 10,000/- as execution charges and the same shall be payable to the Promoter/Developer by the Apartment Owners.
- DG Backup and Maintenance Charges:-** Proportionate cost of providing stand-by generator for the internal consumption in the Apartment, to be paid at the following rate :-

BHK	WATTS	AMOUNT
2	500	Rs. 30,000/- (Rupees Thirty Thousand Only)
3	1000	Rs. 45,000/- (Rupees Forty Five Thousand Only)

- Infrastructural Development Charges:-** Costs incurred by the Promoter/Developer for developing the infrastructure calculated at the rate of Rs. 50/- (Rupees fifty only) per sq. ft. of the Flat/Apartment/Unit Carpet Area will be payable to the Promoter/Developer by the Apartments Owners.
- Association Formation Charges:-** Costs incurred by the Promoter/Developer for formation of Association will be payable to the Promoter/Developer by the Apartments Owners on actual along with Rs. 15,000/- per Flat/Apartment/Unit.
- Documentation Charges:-** The documentation or legal fees shall be paid by the Apartments Owners at the following rate:-

BHK	AMOUNT

2	Rs. 25,000/- (Rupees Twenty Five Thousand Only)
3	Rs. 35,000/- (Rupees Thirty Five Thousand Only)

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Director

- Further, other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Flat/Apartment/Unit including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Apartments Owners.

Part - II
[Deposits]

- Maintenance Security Deposit:-** An interest free corpus deposit calculated at the rate of Rs. 36/- (Rupees thirty six only) per sq. ft. of the Flat/Apartment/Unit Carpet Area ("**Maintenance Security Deposit**") for the Apartment shall be paid by the Allottee/Purchaser to the Promoter/Developer, on or before a date to be notified by the Promoter/Developer which date shall not be a date later than the Possession Date. The amount of such Maintenance Security Deposit payable shall be intimated by the Promoter/Developer on or before possession date. The Maintenance Security Deposit shall be used by the Promoter/Developer or Association of Allottees/Purchasers for repair of the Housing Complex or equipments provided therein. Notwithstanding the above, the Promoter/Developer reserves the right to utilize this deposit to adjust any realizable dues from the Allottee/Purchaser. The unused portion of the Maintenance Security Deposit shall be transferred to the Association of the Allottees/Purchasers without interest when incorporated.
- Electricity Security Deposit:-** Deposits on actual to be incurred regarding obtaining of L.T. connection from WBSECDL along with additional Rs. 10,000/- as execution charges will be payable to the Promoter/Developer by the Apartments Owners.
- Taxes and/or Deposits:-** An estimated amount equal to 6 (six) months proportionate share of rates and taxes of municipality and/or other authorities, as may be estimated from time to time by the Promoter/Developer, to be utilized for the payment of such rates and taxes until mutation and separate assessment of the Flat/Apartment/Unit. Every time when the above deposit is likely to get exhausted before mutation and separate assessment of the Flat/Apartment/Unit takes place, the Apartments Owners shall deposit the above amount as and when demanded by the Promoter/Developer from time to time. If at any time the Maintenance Security Deposit and/or the IFSD shall fall below the prescribed limit, the Allottee/Purchaser shall make good such shortfall immediately on demand being made by the Promoter/Developer/Association of Allottees/Purchasers.

SCHEDULE - "F"
(COMMON EXPENSES)

The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee/Purchaser with all the Apartments Owners as follows:-

- The costs and expenses relating to the Building/Block/Tower shall be borne by all the Apartments Owners in the proportion Apartment Area of any Flat/Apartment/Unit.
- Some of the expenses mentioned herein may be common to all the Apartments Owners or only to those of any particular Building/Block/Tower as be decided by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be.

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- The expenses for maintenance, operation, and renovation etc. of the Housing Complex shall be borne and paid by the Apartments Owners to the extent and in the manner the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, may decide.

The expenses shall, inter-alia, include the following:-

- Maintenance:-** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and maintaining the garden and supplying of round the clock water.
- Staff:-** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, for managing and maintaining and security of the Common Areas and Facilities and Utilities of the Housing Complex.
- Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
- Insurance:-** Costs towards payment of premium for insuring the Building/Block/ Tower and the Common Portions.
- Rates, taxes and outgoings:-** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
- Others:-** Any other expenses incurred by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, in respect of the Housing Complex and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

SCHEDULE - "G"
(COMMON RULES)

1. The Apartments Owners shall not:-
 - 1.1. Damage the Building/Block/Tower or the Housing Complex Common Portions or any of the other Flats/Apartments/Units by making any alterations or withdrawing any support or otherwise.
 - 1.2. Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the Common Portions, save at the places earmarked for.
 - 1.3. Place or cause to be placed any article in any of the Common Portions.
 - 1.4. Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the other Flat/Flat/Apartment/Unit Occupiers of the Housing Complex.

- 1.5. Use or allow the Flat/Apartment/Unit or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
- 1.6. Use the Parking Space, for any purpose other than parking of middle/standard size motor cars and two wheelers or partition the same in any manner.
- 1.7. Put up or affix any sign board, name plate or other things or other similar articles in any of the Common Portions or outside the Flat/Apartment/Unit save at the places provided for, provided that the Apartments Owners may display a small and decent name-plate outside the main door of their Flat/Apartment/Unit.
- 1.8. Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Flat/Apartment/Unit or in any of the Common Portions which may be injurious or obnoxious to the other acquirers/occupiers of the Housing Complex or such articles which are so heavy as to affect or endanger the structure of the Building/Block/Tower or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase.
- 1.9. Hang from or attach to the beams or the rafters of any part of the Flat/Apartment/ Unit or the Tower any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building/Block/Tower or any part thereof.
- 1.10. Do or cause to be done anything which may cause any damage to or affect the Building/Block/Tower, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartments Owners.
- 1.11. Affix or draw any wire, cable, pipe from, to or through any of the Common Portions or outside walls of the Building/Block/Tower or other parts, without approval of the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be.
- 1.12. Affix any or install any antenna on the ultimate roof of the Building/Block/Tower or any open terrace that may be part of any Flat/Apartment/Unit or in its windows.
- 1.13. Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Housing Complex or cause disharmony amongst them.
- 1.14. Install any air-conditioner, except in the approved places.
- 1.15. Affix or change the design or the place of the grills, the windows or the main door of the Flat/Apartment/Unit without approval.
- 1.16. Make any internal addition, alteration and/or modification in or about the Flat/Apartment/Unit save in accordance with the then existing statutory Building Regulations and prior permission therefore having been

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taken from the appropriate authorities as also from the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be.

- 1.17. Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat/ Apartment/Unit excepting between 10:00 AM to 06:00 PM and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building/Block/Tower in which the Apartments Owners is situated.
- 1.18. Alter the outer elevation of the Building/Block/Tower or the Flat/Apartment/Unit, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19. Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Flats/Apartments/ Units or the Buildings/Blocks/Towers.
- 1.20. Claim any right of pre-emption or otherwise regarding any of the other Buildings/ Blocks/Towers or any portion of the Building/Block/Tower and/or the Housing Complex.
- 1.21. Restrict the full and unrestricted enjoyment of the Easements described in Schedule herein fore to any other owners/occupiers of the Building/Block/Tower.
- 1.22. Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Flats/Apartments/Units or the Building/Block/Tower or cause the premium for the insurance to be increased.
- 1.23. Question the quantum of any amount levied upon the Apartments Owners by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, in terms of this Agreement.

2. The Apartment Owners shall:-

- 2.1. Maintain the Housing Complex in general and the Building/Block/Tower where its Flat/Apartment/Unit is situate for the purposes, with the intent and object for which the same is constructed.
- 2.2 Assist the Promoter/Developer to form the Association of Apartments Owners, if the Promoter/Developer so desires and strictly abide by all the Rules and Regulations of the Association so formed.
- 2.3 Co-operate and assist in all manner with the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube-wells, generator and/or other installations and/or amenities in the Building/Block/Tower, the Housing Complex and shall indemnify and keep the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Apartments Owners.

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Director

- 2.4 Not to carry any heavy goods and materials in the passenger lifts.
- 2.5 Maintain, at their own costs, their respective Flats/Apartments/Units in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the State of West Bengal.
- 2.7 Pay the charges for electricity only relating to the Flat/Apartment/Unit and proportionately relating to the Building/Block/Tower and the Housing Complex Common Portions, Common Areas, Utilities and Facilities.
- 2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Flat/Apartment/Unit and after such installation, timely pay all charges and/or deposits to ensure that none of the other Apartments Owners or the Promoter/Developer or the Association of Allottees/ Purchasers, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.9 Pay the proportionate rates, charges and fees of the municipality/local authority concerned till such time the Flat/Apartment/Unit is not mutated and separately assessed by such municipality/local authority and thereafter timely pay all rates and taxes of municipality/local authority to ensure that none of the other Flats/ Apartments/Units or the Promoter/Developer or the Association of Allottees/ Purchasers, as the case may be, is hindered in any manner for any non or untimely payment.
- 2.10 Pay such further Deposits as be required by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, from time to time.
- 2.11 Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses as also all other outgoings related to the Flat/Apartment/Unit, the Building/Block/Tower and the Housing Complex including proportionate expenses relating to the replacement of any equipments.
- 2.12 Keep the Flat/Apartment/Unit and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner.
- 2.13 Maintain and be responsible for the structural stability of the Flat/Apartment/Unit and not to do any act, matter or thing which may affect the structural stability of the Building/Block/Tower.
- 2.14 Use the Flat/Apartment/Unit, the Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.15 Sign such forms, give such authorities and render such co-operation as may be required by the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be.
- 2.16 Pay, wholly in respect of the Flat/Apartment/Unit and proportionately in respect of the Building/Block/Tower and the Housing Complex, all costs, charges and expenses as may arise due to any reason whatsoever

provided that the Apartments Owners shall have the right to claim reimbursement if the same be occasioned due to default by any other person.

- 2.17 Allow the Promoter/Developer or the Association of Allottees/Purchasers, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment.
- 2.18 Ensure that the entirety of the Housing Complex is maintained in a decent manner.
- 2.19 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the Parties at Kolkata
in the presence of:-

1.

SIGNATURE OF THE VENDOR/LANDOWNER

SIGNATURE OF THE PROMOTER/DEVELOPER

SIGNATURE OF THE ALLOTTEE/PURCHASER

RECEIPT

RECEIVED from the within named Allottee/Purchaser the within mentioned sum of Rs. _____/- (Rupees _____ only) as an earnest/advance money including proportionate GST as per Memo of Consideration herein below:-

MEMO OF CONSIDERATION

SL. No.	Cheque No./ Cash	Bank & Branch	Date	Principal Amount (Rs.)	GST Amount (Rs.)

		Signature	Director	
TOTAL				
GRAND TOTAL				

(Rupees _____ only)

WITNESSES:

1.

SIGNATURE OF THE VENDOR/LANDOWNER

SIGNATURE OF THE PROMOTER/DEVELOPER