

DEED OF CONVEYANCE

This Indenture is made on this ____ day of _____, 2019

BY AND BETWEEN

USASHI REALSTATES PVT. LTD

Budhadev Das
Director

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 its 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 Alipore, (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 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), 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

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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 - _____,

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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 its 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**".

NOW THIS INDENTURE WITNESSES AS FOLLOWS:-

<: SUBJECT MATTER OF THIS PRESENTS :>

HOUSING PROJECT:- The Housing Complex shall be named and styled as "**USASHI GALAXY - PHASE - I**" and shall continue to be called and named as same until and unless changed or revoked by the Vendor/Landowner and the Promoter/Developer herein. The said 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 - PHASE - I**".

SAID FLAT:- All that piece and parcel of one self-contained residential flat having Flat No. _____ on the _____ floor _____ side admeasuring about _____ sq. ft. (carpet area) consisting _____ Bed Room/s, 1 (one) Living cum Dining Space, with 1 (one) Kitchen, and 1

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(one)/2 (two) toilet/s W.C. in Block/Tower No. _____ of the proposed Housing Complex known and styled as "**USASHI GALAXY - PHASE - I**", 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.

<: BACKGROUND :>

WHEREAS:-

- 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, Sukur 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

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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 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 - PHASE - I"**.

F. The Promoter/Developer is fully competent to enter into this Presents 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;

G. The _____ [Please insert the name of the concerned competent authority] had granted the Commencement Certificate to develop the Housing Project vide approval dated _____ Bearing No. _____. The Promoter/Developer had obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from _____ [Please insert the name of the concerned competent authority]. The Promoter/Developer had registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____.

H. 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 _____ sq. ft., consisting of ____ () Bedroom/s, 1 (one) Drawing cum Dining Space, with Kitchen, ____ () Toilet/s, ____ () Balcony and ____ () Utility on the _____ Floor _____ side in [Tower/Block/Building] No. _____ ("**Building**") along with garage/closed Parking No. _____ admeasuring _____ sq. ft. in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the "**Common Areas**" as defined under clause (n) of Section 2 of

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the Act, hereinafter for sake of brevity being referred to and called as the "Flat/Apartment/Unit" and more particularly described in Schedule B and marked with red colour in the Floor Plan annexed hereto of the Housing Complex named and styled as "USASHI GALAXY - PHASE - I". 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.

I. 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'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.

J. The Allottee/Purchaser upon inspection of the title of the Vendor/Landowner and the Promoter/Developer in the property under consideration and upon being satisfied with the same, agreed to purchase all that piece and parcel of one self-contained residential flat having Flat No. _____ on the _____ floor _____ side admeasuring 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., morefully described in Schedule B hereinafter and for sake of brevity being referred to and called as the "SAID FLAT", in Block/Tower No. _____ of the proposed Housing Complex known and styled as "USASHI GALAXY - PHASE - I", together with it's undivided, impartiable, proportionate share in the land underneath the said Building/Block/Tower in consideration morefully described in Schedule A hereinafter 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, for a consideration sum of Rs. _____/- (Rupees _____ only), and executed /and registered Agreement for Sale on _____ having Being No _____/_____ of ARA - _____ Kolkata (hereinafter for sake of brevity being referred to and called as the "Agreement for Sale") to incorporate the terms and conditions mutually agreed by the parties therein.

K. The Promoter/Developer prior to entering into this presents, have received the entire consideration sum of the Sale Price of Rs. _____/- (Rupees _____ only)

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from the Allottee/Purchaser, and the same is hereby being admitted and acknowledged in the Memo of Consideration herein below.

DECLARATION BY THE PARTIES HEREIN:-

- A. The Parties have gone through all the terms and conditions set out in this Presents and understood the mutual rights and obligations detailed herein.
- B. The Parties hereby confirm that they are signing this Presents with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- C. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the "Agreement for Sale" and that of this Presents and all applicable laws, are now willing to enter into this Presents on the terms and conditions appearing hereinafter.
- D. In accordance with the terms and conditions set out in this Presents and as mutually agreed upon by and between the Parties i.e. the Vendor/Landowner and the Promoter/ Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Flat/Apartment/Unit morefully described in Schedule B hereinafter, together with it's undivided, proportionate share in the land morefully described in Schedule A hereinafter and the garage/covered parking (if applicable).

<: DEFINITIONS :>

- 1) **"DESIGNATED FLAT/APARTMENT"** shall mean and refer to the apartment allotted to the Allottee 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

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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.

- 2) **"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.
- 3) **"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 - PHASE - I"**.
- 4) **"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 - PHASE - I"** to be developed by the Promoter/Developer.
- 5) **"SHARE IN THE LAND"** shall mean and include the variable, proportionate, undivided, un-demarcated, indivisible share in the land beneath the building in which the said flat under consideration is situated.
- 6) **"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.
- 7) **"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

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Authority and/or of any statutory authority in India, whether in effect on the date of this Presents or thereafter including RERA/WBHIRA as may be applicable.

- 8) **"AUTHORITY"** shall mean and refer to the Housing Industry Regulatory Authority established under sub-section (1) of Section 20.
- 9) **"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.
- 10) **"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 Project.

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 Director

- 11) **"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 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.
- 12) **"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.
- 13) **"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.
- 14) **"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,

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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.

- 15) **"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.
- 16) **"IFSD"** shall mean and refer to Interest Free Security Deposit.
- 17) **"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:-
- 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/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.
- 18) **"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean and refer to the easements and rights reserved to the Promoter/Developer and/or the Association

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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:-

- 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.
 - 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.
 - 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.
- 19) **"SANCTIONED PLANS"** shall mean and refer to the Site Plan, Building Plan, Service 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.
- 20) **"BUILDING/BLOCK/TOWER"** shall mean the G+4 building/s consisting of several Flat/Apartment/Car Parking Space/Shops/Commercial Space/Units etc.
- 21) **"UNIT"** shall mean and refer to each unit of residential/commercial in the Housing Complex and the expression **"units"** shall be construed accordingly.
- 22) **"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.

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Director

- 23) **"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 - PHASE - I"**.

NOW THIS INDENTURE FURTHER WITNESSETH BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- i. The Vendor/Landowner and the Promoter/Developer do hereby sale, convey, assign onto and in favour of the Allottee/Purchaser all that piece and parcel of self contained residential flat morefully described in Schedule B together with it's undivided, undemarcated, impartiable, proportionate share in the land beneath the Building/Block/Tower morefully described in Schedule A hereinafter, for a consideration sum of Rs. _____/- (Rupees _____ only), free from all sorts of encumbrances.

THE VENDOR/LANDOWNER AND THE PROMOTER/DEVELOPER DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER AS FOLLOWS:-

- That notwithstanding any act deed matter or thing by the Vendor/Landowner and Promoter/Developer or by any of their ancestors or predecessors in title done or executed or knowingly suffered or permitted to the contrary, the Vendor/Landowner and Promoter/Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat/Apartment/Unit together with it's undivided proportionate share in the land beneath the building, hereby sold, granted, conveyed, transferred, assigned, assured and expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any matter or conditional use trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid, the Vendor/Landowner and the Promoter/Developer has now good right, full power and lawful and absolute authority to sell, grant, convey,

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transfer, assign and assure or expresses so to be unto and to the use of the Allottee/Purchaser absolutely in the matter aforesaid free from all encumbrances and liabilities whatsoever.

- That notwithstanding any act, deed or thing whatsoever hereto done knowingly suffered by the Vendor/Landowner and the Promoter/Developer to the contrary, the Vendor/Landowner and Promoter/Developer have good and valid power and absolute lawful authority, indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure the said Flat/Apartment/Unit onto the Allottee/Purchaser in the manner aforesaid.
- That it shall be lawful for the Allottee/Purchaser at all times hereafter to peaceably and quietly to enter into and upon and hold, occupy and enjoy the said Flat/Apartment/Unit together with common area facility comprising of the said premises and thereof without any interruption, disturbance, interruption, hindrance, disturbance claim or demand whatsoever from or by the Vendor/Landowner and the Promoter/Developer or any person/s having or lawfully/equitably claiming any estate right, title and interest whatsoever in the said Flat/Apartment/Unit from under through or in trust for the Vendor/Landowner and Promoter/Developer and free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise and by and at the cost of the Vendor/Landowner and the Promoter/Developer well and sufficiently saved harmless and indemnified of from and against all charges, liens, attachments and encumbrances whatsoever made, done, executed or occasioned by the Vendor/Landowner and the Promoter/Developer or any person/s lawfully or equitably claiming as aforesaid and the Allottee/Purchaser hereafter will be free to and receive the rents, issues, profits, sell, mortgage thereof without any lawful eviction.
- That the Vendor/Landowner and the Promoter/Developer and all person/s having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Flat/Apartment/Unit from through under or in trust for the Vendor/Landowner and the Promoter/Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee/Purchaser do make acknowledged and execute or cause to be done made acknowledge and execute all such further and other acts, deeds, things and assurances whatsoever for further, better and more perfectly, assuring the said Flat/Apartment/Unit sold, granted, transferred,

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conveyed, assigned and assured and every part thereof unto and to the use of the Allottee/Purchaser as shall or may be reasonably required.

- The Vendor/Landowner and the Promoter/Developer as well as their respective successors-in-office, executors, administrators or assigns covenants that they or their respective heirs shall at the request and costs of the Allottee/Purchaser do or cause such to be done or execute and register Deed of Conveyance and all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said Flat/Apartment/Unit and every part thereof in the manner aforesaid according to the true intent and meaning of this covenant.
- Any pending tax or arrears due prior to the date of purchase shall be deemed to be a liability of the Vendor/Landowner and the Promoter/Developer herein.
- The Vendor/Landowner and the Promoter/Developer herein do hereby handover peaceful and vacant possession of the flat morefully described in Schedule B together with it's undivided, proportionate share in the land morefully described in Schedule A hereinafter to the Allottee/Purchaser on this day of execution and registration of this presents, onto and in favour of the Allottee/Purchaser herein.

THE ALLOTTEE/PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR/LANDOWNER AND THE PROMOTER/DEVELOPER AS FOLLOWS:-

- That the right of the Allottee/Purchaser shall remain restricted to the said Flat/ Apartment/Unit and the properties appurtenant thereto and the Allottee/Purchaser and/or any persons claiming through him/her/it/them shall not be entitled to claim any right over and in respect of the remaining portions of the said building.
- That the Allottee/Purchaser shall be liable and agree to make payments of the proportionate share of maintenance and service charges, Maintenance Security Deposit, Interest Free Security Deposit, regularly and punctually.
- That in the event of any capital expenditure for repairs maintenance etc. for common purpose, the Allottee/Purchaser shall be liable to make payments of the proportionate share as shall be determined.

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Director

- That the Allottee/Purchaser shall be liable to make proportionate/actual payments of the municipal taxes and other property taxes associated with the property morefully described in Schedule A & B hereinafter.
- That the Allottee/Purchaser shall become a member of the Association/Co-operative/Society of Allottees/Purchasers to be formed which will comprise of all the Co-owners/Co-occupiers of the Flat/Apartment/Unit of the said building. The common areas, parts and portion shall be handed over to the Association/Co-operative/Society of Allottees/Purchasers by virtue of a separate Deed of Conveyance and all decisions regarding the maintenance of the common areas, parts and portions shall be decided by the Association/Co-operative/Society of Allottees/Purchasers on or after handing over the same to it.
- That the Allottee/Purchaser shall not make any addition and alteration in structural work of the said Flat/Apartment/Unit except with the prior approval and sanction of the appropriate authority and the Vendor/Landowner and the Promoter/Developer.
- That the Allottee/Purchaser shall not make any addition and alteration of the external elevation, outer walls, elevations, projections, appearance, colour scheme etc. of the said Building/Block/Tower of the proposed Housing Complex. No alteration, modification, change of the beams, pillars, external walls, boundary walls and all structural works shall be carried out without prior written consent of the Vendor/Landowner and the Promoter/Developer.
- The Allottee/Purchaser shall not make any nuisance and annoyance in the said building and cause annoyance and trouble to other Co-owners/Co-occupiers of the said building.
- The Allottee/Purchaser shall be entitled to have in his/her/its/their names separate electric meter to be installed in the meter box, for which consent of the Vendor/Landowner and the Promoter/Developer is required separately. The expenses required for installation of individual meter shall be borne by the Allottee/Purchaser.
- The Vendor/Landowner and the Promoter/Developer herein may at the request of the Allottee/Purchaser, arrange for separate electric meter to be installed in the meter box in the name of the Allottee/Purchaser herein. The charges and necessary expenses both

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billed and unbilled shall have to be borne by the Allottee/Purchaser herein. The said payments are to be made within 7 (seven) days from the date of demand by the Vendor/Landowner and the Promoter/Developer herein.

- The Allottee/Purchaser shall at his/her/its/their own costs, keep the same in proper condition and shall observe and comply with all laws, rules and regulations of the Government Authorities, Association/Co-operative/Society of Allottees/Purchasers, the Vendor/Landowner and the Promoter/Developer. The Co-owners of other Flats/Apartments/Units in the said building shall form the Association of Allottees/Purchasers and the Allottee/Purchaser herein agrees to be a part of the said Association and shall observe and comply with all rules, regulations, by laws of such Association.
- The Allottee/Purchaser shall keep at his/her/its/their own expenses inside portion of the flat, ducts, drains, pipes, cable wires etc. in good repairs, and the repairing and it's maintenance shall not be undertaken by the Promoter/Developer and Vendor/Landowner or Association of Allottees/Purchasers. The Allottee/Purchaser hereby covenant to keep the Flat/Apartment/Unit, common walls, sewerage, drains, pipes and other fittings and fixtures and appurtenances of the said flat in good condition and in particular so as to support shelter and protect all the parts of the building and his/her/its/their floor spaces.

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

<: PAYMENT OF SALE PRICE AND OTHER CHARGES :>

SALE PRICE:-

- The Sale Price for the Flat/Apartment/Unit (based on the carpet area), Parking Space and Common Areas is Rs. _____/- (Rupees _____ only). The entire amount of the said Sale Price shall be payable to the (Promoter/Developer)/(Vendor/Landowner) since the flat under consideration is under Developer's Allocation/Landowner's Allocation in accordance to the terms and conditions of the Development Agreement as above referred to herein. The Allottee/Purchaser has paid the entire Sale Price of the

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Flat/Apartment/Unit and the receipt of which the (Vendor/Landowner)/(Promoter/Developer) hereby acknowledges in the Memo of Consideration annexed hereinafter.

- The Sale Price above includes the booking amount paid by the Allottee/Purchaser to the Promoter/Developer towards the Flat/Apartment/Unit.
- The Sale Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of the Housing Project payable by the Promoter/Developer) up to the date of handing over the possession of the Flat/Apartment/Unit.
- 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.
- The Sale Price of the Flat/Apartment/Unit includes: (1) pro rata share in the Common Areas; and (2) ___ open/closed car/two-wheeler parking as provided in this Presents.

TERMS:-

- Subject to the terms and conditions as detailed in this Presents and in the Agreement for Sale dated ___ having Being No. ___/___ of DSR/ADSR/ARA ___, the Vendor/Landowner and the Promoter/Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser agreed to purchase the Flat/Apartment/Unit morefully described in Schedule B, together with it's undivided, proportionate share in the land beneath the building, which is morefully described in Schedule A hereinafter and the garage/covered parking (if applicable);
- 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.
- 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

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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.

- That the Deed of Conveyance in favour of the Allottee/Purchaser have been in accordance to the terms and conditions contained in the Agreement for Sale dated _____ having Being No. _____/_____ of DSR/ADSR/ARA _____. The said terms and conditions contained in this presents and the Agreement for Sale dated _____, registered in favour of the Allottee/Purchaser shall have to be mandatorily complied with all persons upon whom the title of the Flat/Apartment/Unit is transferred or devolves and all future instruments for transfer of title shall have to be in accordance to the same terms and conditions contained in the said presents.
- That upon formation of the Association of Allottees/Purchasers or the competent authority as the case may be, all Allottee/Purchaser shall have to become a member of the said Association of Allottees/Purchasers or the competent authority as the case may be, and the said membership shall be considered and constituted to be an integral part of the property under consideration and under no situation, the both i.e. the property under consideration and membership of the Association of Allottees/Purchasers or the competent authority as the case may be, shall be treated as separate entities, as and when the title and ownership of the property under consideration is transferred, the membership of the Association of Allottees/Purchasers or the competent authority as the case may be, shall also be transferred, however the same shall be subjected to any restrictions or regulations as may be prescribed or implemented from time to time by the concerned legislative laws and acts in force.

SUBJECT TO THE PRESENTS, THE PROMOTER/DEVELOPER AGREES AND ACKNOWLEDGES THAT, THE ALLOTTEE/PURCHASER SHALL HAVE THE RIGHT TO THE FLAT/APARTMENT/UNIT AS MENTIONED BELOW:-

- The Allottee/Purchaser shall have exclusive ownership of the Apartment and the Parking Space;
- 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

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Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/Purchaser to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable. It is clarified that the Promoter/Developer shall convey undivided proportionate title in the Common Areas to the Association of the Allottees/Purchasers as provided in the Applicable Laws;

- (iii) The Allottee/Purchaser is fully aware of the fact and covenants that notwithstanding anything elsewhere to the contrary herein contained, it is expressly clarified that the paths passages driveways etc., along the outer periphery of the Housing Complex shall be for common use of all the Allottees/Purchasers as well as the Promoter/Developer.

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, which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer have developed the Project in accordance with the said Layout Plans, Floor Plans and Specifications and facilities, subject to the terms in this Presents.

RESPONSIBILITIES ON AND FROM THE POSSESSION DATE:-

- The Flat/Apartment/Unit shall be at the sole risk and cost of the Allottee/Purchaser and the Promoter/Developer shall have no liability or concern thereof.
- The Allottee/Purchaser shall become liable to pay the Maintenance Charges in respect of the Flat/Apartment/Unit and the Common Areas and facilities on and from the Possession Date.
- All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee/Purchaser proportionate to his/her/its/their

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interest therein and those relating only to the Flat/Apartment/Unit shall be borne solely and exclusively by the Allottee/Purchaser, with effect from the Possession Date.

- All other expenses necessary and incidental to the management and maintenance of the Housing Project.

REPRESENTATIONS AND WARRANTIES OF THE VENDOR/LANDOWNER AND THE PROMOTER/DEVELOPER:-

The Vendor/Landowner and the Promoter/Developer hereby, jointly, represents and warrants to the Allottee/Purchaser as follows:-

- (i) The Vendor/Landowner have absolute, clear and marketable title with respect to the Land; the Promoter/Developer has requisite rights to carry out development upon the land under consideration.
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Housing Project.
- (iii) That the Flat/Apartment/Unit 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.
- (iv) There are no encumbrances upon the said land or the Housing Project.
- (v) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Apartment/Unit;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Housing Project, said land and Flat/Apartment/Unit are valid and subsisting and have been obtained.
- (vii) The Promoter/Developer has the right to enter into this Presents 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;

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- (viii) The Promoter/Developer has not entered into any Presents for Sale or any other agreement/arrangement with any person or party with respect to the said property under consideration which will, in any manner, affect the rights of Allottee/Purchaser under this Presents;
- (ix) 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 Presents;
- (x) On or after execution of this Deed of Conveyance and subsequent to the formation of Association of the Allottees/Purchasers or the competent authority, the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas to the Association of the Allottees/Purchasers or the competent authority, as the case may be;
- (xi) 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 scheduled Property;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer or the Vendor/Landowner in respect of the said Land and/or the Housing Project.

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 the Allottees/Purchasers. The cost of such maintenance has not been included in the Sale Price of the Flat/Apartment/Unit.

MAINTENANCE CHARGES:-

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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.

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.

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

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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 unutilised then the same shall be transferred to the Association of Allottees/Purchasers.

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 for 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.

COMPLIANCE WITH RESPECT TO THE APARTMENT:-

- The Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Flat/Apartment/Unit at his/her/it's/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Block/Tower is not in any way damaged or jeopardized.*
- The Allottee/Purchaser further undertakes, assures and guarantees that he/she/it/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building/Block/Tower or anywhere on the exterior of the Housing 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*

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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/Block/Tower. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Flat/Apartment/Unit.

- *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.*

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:-

The Allottee/Purchaser is entering into this Presents with the full knowledge of all laws, rules, regulations, notifications applicable to the projects in general and this Housing Project in particular. That the Allottee/Purchaser hereby undertakes that he/she/it/they shall comply with and carry out, from time to time after he/she/it/they has taken over possession and use the said Flat/Apartment/Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat/Apartment/Unit at his/her/its/their own cost and expenses. The said Flat/Apartment/Unit shall only be used for residential purpose and not for any commercial, semi-commercial usage.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE PRESENTS:-

Wherever in this Presents it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser 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.

FURTHER ASSURANCES:-

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 Presents 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.

PLACE OF EXECUTION:-

The execution of this presents shall be completed; upon its execution; by the Allottee/Purchaser and the Promoter/Developer through its Authorized Signatory/Director/Agents/Attorneys etc. at Promoter/Developer's Office, or at some other place, which may be mutually agreed by and between the parties herein, at Kolkata and after the Presents is duly executed by the parties, the same shall be registered at the office of the concerned Registrar. Hence this Presents shall be deemed to have been executed at Kolkata. The stamp duty, registration fees and other incidental charges in respect of this Presents shall be borne and paid by the Allottee/Purchaser.

GOVERNING LAW:-

That the rights and obligations of the parties under or arising out of this Presents shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

DECLARATION:-

The Parties herein do hereby affirm, state and declare that any Presents 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.

"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 - Bishmupur, Dist: 24 PGS (S). The said land is free from all encumbrances whatsoever. The

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

"SCHEDULE - B"
(FLAT/UNIT)

All that piece and parcel of one self-contained residential flat having Flat No. _____ on the _____ floor _____ side admeasuring 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 Block/Tower No. ____ of the proposed Housing Complex known and styled as "USASHI GALAXY - PHASE - I", together with it's undivided, impartiable, 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 - PHASE - I".

"SCHEDULE - C"
(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 - D"
(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.

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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 utilised 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 - E"
(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.
- 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.

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- **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 - F"
(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.

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- 1.4. Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the other 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.

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 Budaladev Dora
 Director

- 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 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 Presents.
2. The Apartment Owners shall:-

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- 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.*
- 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*

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- 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.

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Buddhadev Saro
Director

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

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Buddhadev Das
Director

RECEIPT

RECEIVED from the within named Allottee/Purchaser the within mentioned sum of Rs. _____/- (Rupees _____ only) as entire consideration sum/Sale Price as per Memo of Consideration herein below:-

MEMO OF CONSIDERATION

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

(Rupees _____ only)

WITNESSES:

1.

SIGNATURE OF THE VENDOR/LANDOWNER

SIGNATURE OF THE PROMOTER/DEVELOPER

USASHI REALSTATES PVT. LTD
Buddhadev Saro.
Director