



ADITYA INFRA

ALLOTMENT

Dated :

To,

Mr.

Address:

Sub: Provisional Allotment of Flat No..... Floor. in HORIZON-..... ,Block-.... having saleble area of..... sft, along with two nos four wheeler and two nos of two wheeler parking space at THE HORIZON,49,G.T.Road,Opposite Eastern Railway Girl's High School,Asansol,Dist-Paschim Bardhaman.Pin-

Dear Sir/Madam ,

Pursuant to your application we are pleased to allot the above in your favour strictly subject to the terms and condition more fully described in the General Terms and Condition (G.T.C),which has been one through by you.

The break-up of the total cost is as under:-

Sl. No	Particulars	Sq. Ft.	Rate	Amount	Amount
1	Flat Value	0	0	0	
2	Parking	NO.	Rate		
	For - Two Wheeler	0	0	0	
	For - Four Wheeler	0	0	0	
	Total Value Without Tax			0	0
	Add : GST Tax 12%			CGST 6%	0
				SGST 6%	0
	TOTAL VALUE WITH TAX				0

Amount : Fourty Two Lakh Eighty One Thousand Two Hundred Only.

This allotment is subject to your excuting the agreement for transfer on payment of the total amount as per demand schedule of payment ,if fails to comply with the same ,we have an option to treat your application as canceled and refund the application money after deducting Rs 50000/- (Rupee Fifty Thousand Only.) plus applicable GST tax.

After payment of allotment money,cancelation for any reason will be trated under the provisions of G.T.C

For ADITYA INFRA

Aditya Infra

Pradip Kumar Jha
Partner

Aditya Infra

Jayanti Ghosh
Partner

Partner

Regd. Office :

Ashoka Residency, Saradapally Street No. 5,
Vidyasagar Sarani, Asansol - 713304
District : Paschim Bardhaman(W.B.)

Site Office :

THE HORIZON
14 (49) G.T. Road, Opp. Eastern Rly Girls High School,
Asansol - 1, District : Paschim Bardhaman (W.B.)

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on this the

BY AND BETWEEN

(1) MD.ZAKAULLAH(PAN NO-AACPZ3476F) S/O Liaquat Hussain resident of Noorie House,Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur,Dist-Paschim Bardhaman.

For ADITYA INFRA
Syed Rashid Imam
Constituted Power of Attorney
Md. Zakauallah, Sajid Imam
Syed Rashid Imam, Tabassum Parween

For ADITYA INFRA
Syed Rashid Imam
Constituted Power of Attorney
Md. Zakauallah, Sajid Imam
Syed Rashid Imam, Tabassum Parween

(2) **TABASSUM PERWEEN**, (PAN –AKOPP3859L) wife of Hassan Imam, residing at **Noorie House, Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur,Dist-Paschim Bardhaman.**

(3) **SYJID IMAM**, (PAN –ABJPI9761L) S/O Hassan Imam, residing at **Noorie House, Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur,Dist-Paschim Bardhaman And**

(4) **SYJID RASHID IMAM**, (PAN –AAEPI5458A) S/O Hassan Imam, residing at **Noorie House, Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur.Dist-Paschim Bardhaman**

(5) **M/S ADITYA INFRA (PARTNERSHIP FIRM** within the meaning of the Partnership Act, and having its registered office at Ashoka Residency,Ground Floor,Street No-5,SaradaPally, Asansol 713304 P.S. Asansol and I.T. PAN AASFA7093H (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-interest and/or assigns)of the **Other Part** represented by Two of its Partners 1) **PRADIP KUMAR JAIN**, son of Lt. Sunder Lal Jain, by faith-Hindu, by occupation Business, residing at Domohani Bazar, P.S Barabani, Dist. Paschim Bardhaman, P.S. Barabani. and 2) **JAYANTA GHOSH** S/o Sri R.N. Ghosh, residing at Radha Nagar Road, Near- Health Center, Burnpur, P.S. Hirapur, Dist. Paschim Bardhaman.

Hereinafter jointly called the First Party/Vendor (which expression shall unless excluded by or repugnant to the context mean and include all their heirs, legal representative, assigns and successors) of the One Part

The First Party No 1 to 4 are represented by their constituted attorney **M/S ADITYA INFRA** the First Party No 5.

AND

1)..... W/O
both by faith Hindu and resident of

For ADITYA INFRA
Pradip Kumar Jain
Constituted Power of Attorney
Md. Zakauallah, Sajid Imam
Syed Rashid Imam, Tabassum Parween

For ADITYA INFRA
Jayanti Ghosh
Constituted Power of Attorney
Md. Zakauallah, Sajid Imam
Syed Rashid Imam, Tabassum Parween

hereinafter called the SECOND PARTY/INTENDING PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successor and/or successors-in-interest and assigns) of the OTHER PART

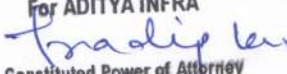
Whereas the First Party No 1 to 4 are the lawful owner –in-possession of the land measuring 56 decimals equivalent to 33.88 cottah, situated over Plot No 23252 measuring 1 Chittak, Plot No 23253 area 43.5 decimal, Plot No 23254 area 12.4 decimal, of Asansol Municipality, J.L. No. 20, P.S. Asansol, District- Paschim Bardhaman and

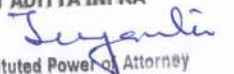
Whereas the First Party No 1 to 4 on the one hand and the First Party No 5 on the other hand have entered into an agreement by virtue of which the First Party No 5 has been entrusted to develop the schedule mentioned land by making investment from its own fund as a developer/promoter on the terms and conditions as fully set out in the said Development Agreement dated 30.08.2016 and

Whereas after execution of the said Development Agreement between the First Party, the First Party has got a building plan under Memo No 79(iii)/BP/AMC/HB/17 dated 25.04.2017 approved and sanctioned from the office of the Asansol Municipal Corporation in the name of the First Party No 1 to 4 for the purpose of raising multi-storied building under the name and style The Horizon- 1 and the constructions of the said proposed multi storied building is under progress consisting of various self contained residential flats/parking space/garage/shops/offices etc. in accordance with the said site plan and building plan. Detailed of the said property are more fully mentioned and described in the schedule 'A' below and

Whereas the entire cost and expenses towards construction of the 'A' schedule multi-storied building are being borne by the First Party No 5 and as such the First Party No 5 has acquired right and interest in respects of the entire constructions of the building and therefore for avoiding all future conflicts as well as to perfect the title and ownership of the second Party over the 'B' schedule property along with 'C' schedule common rights agreed to be sold by the First Party No 5 doth hereby execute this Agreement simultaneously for the 1st party no 5 along with the First Party No 1 to 4 and

Whereas the Second Party having come to know of such intention and declaration of the First Party proposed and offered to purchase the "B" schedule property along with

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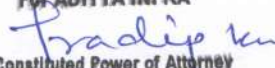
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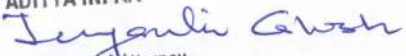
'C' schedule common rights and after mutual discussion between the parties total value/consideration for the said property has been settled and fixed at Rs..... (Rupees In Words) only calculated at the rate of Rs.....- (Rupees.) per Sft. of super built-up area and four wheelertwo wheeler parking Rs...../-(Rs.) only and First Party considering the said price as fair, proper, reasonable and highest according to market value prevailing in the locality have agreed to sell, convey and transfer the 'B' schedule property along with 'C' schedule common rights in favour of the Second Party at the total price of Rs..... (Rupees.) only and

Whereas be it stated that the construction of the said property agreed to be sold shall be made as per specifications mentioned in schedule 'I & II' below

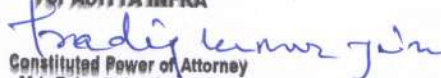
NOW THIS INDENTURE WITNESSETH AS BELOW

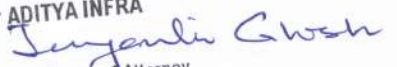
1. Subject to the terms and conditions herein contained the First Party have Agreed to sell and the Second Party have agreed to purchase free from all encumbrances all that the Flat area Super built/built up area is Approx Sq. Ft. more or less within Block ...Of Horizon-....together with proportionate undivided share/interest in the said land premises and common area and facilities including
 - i. The said land on which the building area located is free from all encumbrances with an easement right and appurtenance belonging to the said land of the said building.
 - ii. The foundation, column, beams, support, rain walls, corridors, lobbies, stairs and stair case and entrance and exist of the building.
2. All other common parts of the property necessary or convenient for its existence or maintenance or for use of all flats area.
 - a. The said flat along with proportionate divided interest in the premises and common area and facilities are hereinafter referred to as the said flats.
 - b. The consideration of sell and/or purchase of the said Flats is calculated at the rate of at Rs.....(Rupees)per Sq. Ft. of super built up area total of Rs.....- (Rupees.) on the Floor.
 - c. Four wheeler & ... two wheeler parking space Rs.....(Rupee)only plus Taxes as applicable.No two wheeler parking will be allowed at four wheeler parking space.

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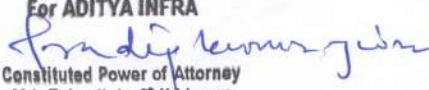
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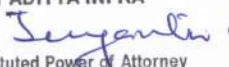
3. That all the parties herein hereby acknowledge the said consideration amount Rs..... (Rupees.) only as the full sale consideration of the said flat which is to be paid by the Purchaser to the Vendors herein in the following manner
- i. Booking Money/Advance Money Rs.
 - ii. 20% of the total amount, less booking amount/advance amount on the date of Execution of the present indenture
 - iii. 8(Eight) installments as per charges list & provisional allotment letter.
4. The First Party will complete the construction of the said Flat in the said ownership. So as to tender the same fit for occupation within stipulated period unless prevented by shortage of supplier of building materials, strikes, accidents or other reasonable cause or any un-reason cause.
- a. The builder and owner First Party hereby agreed with the proposed Purchaser 2nd Party that the building will be built (a) efficient manner and with proper First Class materials so as to be fit for habitation in all respects with the statutory requirements.
 - b. It is hereby agreed and declare that the said plot along with proportionate undivided share in the premises and facilities agreed to be sold by these presents shall stand charged in favour of the 2nd party to the extent of the payment made in terms hereof.
 - c. Upon complying with the obligations here under by the vendor and upon receipt of the entire consideration money as stated above the 1st Party shall make execute in favour of the 2nd Party the Deed of conveyance which would be provide, prepared and registered at the cost and expenses of the 2nd Party and the 1st Party will execute such deed of conveyance. Be it stated that the 2nd Party shall have to pay for drafting of deed of conveyance and other documents including this Agreement.
5. The plans, specifications and the nature of fixing fittings which are to be provided in the said plot to be purchased in terms hereof and set out in the schedule-II hereunder written.

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- a. The ownership Apartment shall be administered in accordance with such bye laws as may be framed under the WB Apartment. ownership Act by the buyer of the Agreement.
 - b. The administration of the ownership Apartments would amongst other things includes:-
 - i. Maintenance, repairs and replacements of the common area and facilities and payments therefore.
 - ii. Manner of collecting shares of the expenses from the flat owners.
6. It is hereby declared that the provisions of the WB Apartment. ownership Act and the rules framed and/or the bye laws framed there under and the WB Apartment regulations of construction and transfer Act, 1972 and the rules framed there under shall apply to the said flat to together with undivided interests in the premises and the common areas and facilities to be sold under these presence.
 7. That the 2nd Party since the date of delivery of intend shall maintain at his own cost, that the said Flat in good condition and shall abide by all laws, by laws rules of statutory Authorities or local body and shall attend and answer and be responsible for all deviation, violation and breach any other condition of the laws, rules and regulations and shall observe and perform all the terms and conditions herein contained in so far as the said flat concerned. The 2nd Party shall pay the tax to the corporation in respect of the Flat owned and occupied by him.
 8. The purchaser shall not keep or store or caused to be kept or stored in the said Flat or any portion thereof, any in-flammable or combustive articles exempting cooking fuels in reasonable quantities or any explosive chemicals which may constitute nuisance or annoyance to the occupier of the building.
 9. The right of the 2nd Party shall remain restricted to the said flat in the said building and the 2nd Party shall not claim or to be entitled to claim any rights, title, interest whatsoever on the other portion of and of the roofs, which will always remain as sole and exclusive property of the vendors.
 10. If the 2nd Party fails to pay any of the installments, the vendor is at liberty to terminate the Agreement and forfeit Rs 50,000/- (Fifty thousand) only of the money paid to the vendors. All such money is returned after completion of the project.

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11. Upon such determination the 1st Party shall be entitled to sell and transfer the said proportionate un-divided share to the other person/persons subject to the terms and conditions of this agreement and the second party shall attend to such transfer and the provisions of this clause shall also apply to any subsequent transfer by the new transferee:-
- a) That apart from the consideration amount for the "B" schedule property the second party shall be liable to pay monthly common area maintenance (C.A.M) charges to maintenance agency/competent authority as estimated by the management company.
12. It is agreed that the 2nd Party will take Electricity in his name by installation of Meter from Asansol Electric Supply at his own cost.
13. Upon completion of the building the 2nd Party shall execute such other Deeds, documents and declaration as may be decided by the solicitor. It is agreed that the 1st Party shall execute and registered sale deed in favour of the 2nd Party.
14. The Deed of Conveyance/transfer shall be prepared by the Advocate of the 1st Party and all contained the usual exceptions and restrictions regarding the use and enjoyment of the unit as are normally in a Deed of Conveyance of the unit constructed space in a multistoried building.
15. That the 2nd Party have no roof right of the top floor and promise to comply the terms to be in corporate in sale deed or common maintenance of the Flat Commercial along with the other Flat owners.
16. That the 1st Party promises the said Flat shall be constructed with best workmanship and according to the specification, given in the Annexure.
17. That the flat allotted in your favour strictly subject to the terms & condition more fully described in the General Terms & Condition(G.T.C). which has been gone through by you.

The facilities to be in the 'B' schedule as follows Schedule I & II

SCHEDULE 'A' ABOVE REFERRED TO
(Land description)

ALL THAT piece and parcel of land situated at Plot No 23252 measuring 1 chittak, Plot No 23253 area 43.5 decimal, Plot No 23254 area 12.4 decimal, situated over Khatian No

For ADITYA INFRA
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13319 of Mouza Asansol Municipality, J.L. No. 20, P.S. Asansol, District.Paschim Bardhaman wherein construction of complex of Multi storied building consisting of several self contained residential flats with garage & scooter parking space and commercial space is erected in the name and style as 'THE HARIZAN-1' at 14(49) G.T.Road, opposite Eastern Railway High School Asansol. Which is butted and bounded as follows: of being lying and situated

ON THE NORTH : By G.T.Road
 ON THE EAST : By Nuruddin Road
 ON THE SOUTH : By Land of others
 ON THE WEST : By Land of EShan Mallick.

SCHEDULE 'B' ABOVE REFERRED TO

All that residential Flat No on the ... Floor in Block-.... of the building named **THE HARIZAN-....** particularly described in the Schedule 'A' hereinabove containing super built up area of Sq.ft (In words.) approx of the building.... four wheeler & two wheeler parking in the basement of the said building. This Flat Space will be used for only residential purpose.

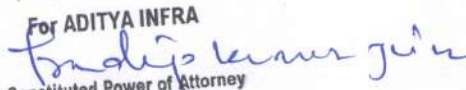
SCHEDULE 'C' ABOVE REFERRED TO
Common Rights


1. Stair case up to top floor
2. Lift
3. Common passage entrance.
4. Water pump, underground water pipes, reservoir, over head tank and other plumbing
5. Electrical transformer, wiring lines, pumps, light, meter and fittings
6. Drainage and sewers
7. Boundary and walls.

SCHEDULE - I
DESCRIPTION OF THE COMMON Areas

The common Areas & facilities mentioned hereinafter in this Agreement shall include

- i) Corridors, lobbies, lift stairs, way entrance to exit from the building.

For ADITYA INFRA

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 Md. Zakullah, Sajid Imam
 Syed Rashid Imam, Tabassum Parween

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- ii) The installation of the common service like water, sewerages etc.
- iii) Pump, motor rooms electric meter room in the basement of the building.
- iv) Under ground water reservoir and over head tank.

SCHEDULE – II

Specification of works of entire building.

Water arrangements:-

Water will be provided from the well/deep tube well and via AMC Pipe lines as per rules.

Flooring:-

Vitrified tiles for Bed Rooms/Living room/ Dining Area/ Commercial area Best quality vitrified tiles inlay work in living/Dining area

Kitchen/ Toilet floors to be made with antiskid floor tiles.

In Kitchen:

Kitchen with Granite counter top

Dado of ceramic tiles above platform up to 2'6" height

Stainless steel sink

In Toilet:

Standard ceramic tiles up to door height

Sanitary ward of reputed brand

CP fittings of reputed brand

Commode for W.C. in flats.

Hot and cold water provision for main toilet (common)

Anglo Indian pan for common toilet.

Wall finishing:

Earthquake resistant RCC framed construction.

10" thick brick for external wall and 5" thick brick for internal walls.

Interior- Primer over plaster of Paris

Exterior- Combination of cladding and antifungal/textured point.

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Syed Rashid Imam, Tabassum Parween

For ADITYA INFRA

Syeda Gulshan
Constituted Power of Attorney
Md. Zakauallah, Sajid Imam
Syed Rashid Imam, Tabassum Parween

Electrical:-

- Provision for adequate light points in each and every area
- Provision for Geyser point in one bathroom
- Modular switches of reputed brand/ adequate power points for the installation of modern gadgets in every room.
- Provision for Telephone in living.
- Provision for T. V. in Living.
- Safety equipment such as MCB for all flats.

Common Lighting:-

- Overhead illuminations for compound and street lighting inside the complex.

Wiring:-

- Concealed copper wiring of reputed brand for electricity, telephone and television

Air-conditioning:-

- Provision for one AC point in one bedroom for 2 BHK and 2AC point for 3BHK
- AC starters of reputed brand

Additional amenities and extra items:-

- Any additional amenities and extra items may be provided only on extra cost.

Door & windows:-

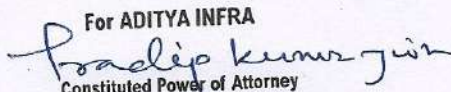
- Door frame made of seasoned and treated Sal or equivalent wood
- Main entry door wooden paneled door other doors best quality flush door
- Mortise locks for all doors and special lock at flat entrance door of reputed brand
- Toilets and water closets are to be provided with heavy PVC doors.
- Aluminum sliding shutter.

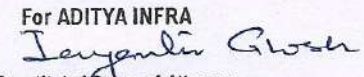
Fire Fighting:-

- State of the art Fire Fighting system

Elevators:-

- Will be provided of best quality.

For ADITYA INFRA

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Syed Rashid Imam, Tabassum Parween

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Parking Space:-

Limited No. of parking place for two/four wheelers will be available on extra cost.

The Flat shall exclusively be used for residential purpose only. To pay all Municipality taxes on land, building together with amenities and facilities enjoyed and utilized in the common area in the said building from the date of possession.

In common property to be looked after by a society, framed by the owners and the cost will be born by the Flat owner as per proportionate share, till then the cost will be collected by Vendor equally paid by the owners.

That the 2nd Party will be liable to pay all the taxes, if it is so imposed.

IN WITNESS WHEREOF the parties hereto put their respective signatures on this Agreement on the day, month and year as stated above.

WITNESSES:-

1.

For ADITYA INFRA
Syed Rashid Imam, Tabassum Parween
Constituted Power of Attorney
Md. Zakullah, Sajid Imam
Syed Rashid Imam, Tabassum Parween

For ADITYA INFRA
Syed Rashid Imam, Tabassum Parween
Constituted Power of Attorney
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Syed Rashid Imam, Tabassum Parween

SIGNATURE OF THE FIRST PARTY

2.

SIGNATURE OF THE SECOND PARTY

DEED OF CONVEYANCE

GRN No :

Query No. :

Set forth Value :

Assessed Market Value : Rs.

One Flat being No..... in the floor of Block..... Building of
"The Horizon"

This Deed of Conveyance is made on this the day of

BY AND BETWEEN

Aditya Infra
Tangulish Ghosh
Partner

Aditya Infra
Pradip Kumar Jha
Partner

BY

(1) MD.ZAKAULLAH(PAN NO-AACPZ3476F) S/O Liaquat Hussain resident of Noorie House,Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur,Dist-Paschim Bardhaman.

(2) TABASSUM PERWEEN, (PAN –AKOPP3859L) wife of Hassan Imam, residing at Noorie House, Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur,Dist-Paschim Bardhaman.

(3) SYJID IMAM, (PAN –ABJPI9761L) S/O Hassan Imam, residing at Noorie House, Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur,Dist-Paschim Bardhaman And

(4) SYJID RASHID IMAM, (PAN –AAEPI5458A) S/O Hassan Imam, residing at Noorie House, Allahma Iqbal Road,Rahmatnagar,Burnpur,PS-Hirapur,Dist-Paschim Bardhaman

4. **M/S ADITYA INFRA** (a Partnership Firm) within the meaning of the Partnership Act and having its registered office at Ashoka Residency, Ground Floor, Street No-5,Saradapally,Asansol,Pin-713304,P.S. Asansol(S) and I.T. **PAN-AASFA7093H** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors-in-interest and/or assigns) **represented by two of its Partners** (1) **MR. PRADIP KUMAR JAIN**,(PAN-ACHPJ3546R) son of Late Sunder Lal Jain, by faith-Hindu, by occupation-Business, residing at Domohani Bazar, P.S. Barabani, Dist.Paschim Bardhaman and (2) **MR. JAYANTA GHOSH**,(PAN-AFHPG0920P) son of Sri R.N. Ghosh, residing at Radha Nagar Road, beside Health Center, Burnpur, P.S. Hirapur, Dist. Paschim Bardhaman.

The above four hereinafter jointly called the **FIRST PARTY/VENDOR** (which expression shall unless excluded by or repugnant to the context mean and include all their heirs, legal representative, assigns and successors) of the **ONE PART**.

The First Party No. 1 to 4 are represented by their constituted Attorney M/s Aditya Infra, the First Party No. 5. Vide registered deed no-..... dated

IN FAVOUR OF

Aditya Infra
Jayanta Ghosh
Partner
Aditya Infra
Pradip Kumar Jain
Partner

1).....
..... by faith-Hindu, Nationality-Indian, resident of hereinafter called the **PURCHASER/S** (which expression shall unless excluded by or repugnant his/her/their heirs, successors, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the First Party No. 1 to 4 are the lawful owner-in-possession of the land measuring **56** decimals equivalent to 33.88 cottah, situated over **Plot No 23252** measuring 1Chittak, **Plot No 23253** area 43.5 decimal, **Plot No 23254** area 12.4 decimal, of Asansol Municipality, J.L. No. 20, P.S. Asansol, District- Paschim Bardhaman and

AND WHEREAS the First Party No. 1 to 4 on the one hand and the First Party No. 4 on the other hand have entered into an agreement by virtue of which the First Party No. 5 has been entrusted to develop the schedule mentioned land by making investment from its own fund as a Developer/Promoter on the terms and conditions as fully set out in the said Development agreement dated

AND WHEREAS after execution of the said Development Agreement between the First Party, the First Party has got a building plan under Memo No. dated approved and sanctioned from the office of the Asansol Municipal Corporation in the name of the First Party No. 1 to 4 for the purpose of raising multi-storied building under the name and style "The Horizon" and the constructions of the said proposed multi-storied building is under progress consisting of various self contained residential flats/parking space/garage/shops/offices etc. in accordance with the said site plan and building plan. Details of the said property are more fully mentioned and described in the Schedule 'A' below.

AND WHEREAS the entire cost and expenses towards construction of the 'A' schedule multi-storied building are being borne by the First Party No. 5 and as such the First party No. 5 has acquired right and interest in respect of the entire constructions of the building and therefore for avoiding all future conflicts as well as to perfect the title and ownership of the Second Party over the 'B' Schedule property along with 'C' Schedule common rights agreed to be sold by the First Party No. 5 doth hereby execute this Agreement simultaneously for the First Party No. 5 along with the First Party No. 1 to 4.

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Partner

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Partner

AND WHEREAS the First Party/Developer constructed a Six (6) storied pucca building along with basement floor with lift on the said land mentioned in the 'A' Schedule below comprising several self contained residential flats/offices space/parking space/garages etc. named "The Horizon" and the said building/apartment constructed with the help of good quality of building materials and in accordance with a building plan duly sanctioned by the Authority of Asansol Municipal Corporation for the purpose of selling the said flats/garages/four wheeler parking space etc. to the intending purchasers.

AND WHEREAS the Vendor having declared to sell one self contained flat of the 'A' schedule apartment being Flat No..... on the Floor of Block having super built up area sq.ft. along with one four wheeler & one two wheeler parking with undivided proportionate share or interest in the 'A' Schedule land which is more fully mentioned in the Schedule 'B' below along with common right of user over the common portions, areas, pathways, structures, installation etc. which are more fully mentioned in Schedule 'C' below.

AND WHEREAS the Purchaser/s having come to know of such intention of the Vendor proposed and offered to purchase the said 'B' property at a total consideration of Rs...../-(Rupees) only.

AND WHEREAS the Vendor considering the said price as fair, proper, reasonable and highest according to present market value prevailing in the locality accepted the said offer of the Purchaser/s and agreed to sell, convey and transfer the 'B' schedule property along with 'C' Schedule common rights unto and in favour of the Purchaser/s at and for the said total consideration price of Rs...../-(Rupees) only the terms mentioned here in below.

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NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS

That in pursuance of the said agreement between the Vendor and the Purchaser/s and in consideration of the said sum of Rs...../(Rupees)only paid by the Purchaser/s to the Vendor (the receipt whereof the Vendor does hereby admit and acknowledge) as total price of the said property, the Vendor doth hereby grant, convey, sell and transfer unto and to the use of the said Purchaser/s all that 'B' Schedule property along with common rights and facilities more fully mentioned in the 'C' schedule below together with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances **TO HAVE AND TO HOLD** the said property hereby granted, conveyed and transferred unto and to the use of the said Purchaser absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise **AND THAT** the said Vendor for itself, its successors-in-office and legal representatives doth hereby further declare and covenant with the said Purchaser/s that the Vendor has good title, full power and absolute right to sell and transfer the said 'B' schedule property and further declare that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Vendor has not in any way encumbered the said property intended to be conveyed by this Deed of Conveyance **AND THAT** the said Purchaser/s including all his/her/their legal heirs and successors shall and may at all times peacefully/quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof without any interruption, obstruction, claims and/or demand whatsoever from or by the Vendor or any person/persons lawfully/equitably claiming under or in trust for its **AND THAT** the said Vendor including all its successors-in-office and legal representatives shall and will for all times to come at the cost and request of the said Purchaser/s do or execute or cause to be done or executed all such acts, deeds, and/or things for further or more perfectly assuring the title of the Purchaser relating to the said property **AND THAT** the said Vendor doth hereby further declare and covenant with the said Purchaser/s that if it transpires that the 'B' schedule property hereby sold is not free from all encumbrances and/or the Vendor has no valid perfect and marketable title to the said property as hereinbefore stated by the Vendor, in that event the Vendor

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including all its successors-in-office and legal representatives will be bound to pay back the entire consideration amount of money with legal interest to the Purchaser/s and shall also be liable to make good and indemnify all losses and damages which the Purchaser/s may suffer due to any defect in the title of the Vendor in respect of the said 'B' schedule property hereby sold the Purchaser/s.

That the Purchaser/s at his/her/their own cost and expenses shall maintain his/her/their individual flat sold to his/her/them by repairing, plastering, white washing of the walls and colour washing of doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' Schedule land.

That the Purchaser/s shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structures, pillars, constructions and roof of the 'A' Schedule building.

That the Purchaser/s will have to pay proportionate Corporation tax and Rents which may be assessed for the 'B' schedule building to appropriate authority and will have to bear his/her/their share of expenses required for maintenance of the common portions over which the Purchaser/s is/are authorized to use and enjoy in common with other occupants of the A' schedule building. It is further covenanted by and between the parties hereof that the Purchaser/s shall always abide by the decision of the committee/flat owners' association to be framed amongst the Purchaser/s and other owners of the flats and also observe, perform and comply with all rules, regulations, bye laws and procedure which will be framed by the said committee regarding maintenance, managements and protections of the common privileges, easements, sanitation, safety of the structure of the building and liabilities like corporation taxes, cesses, rents and other impositions levied or to be levied concerning the building. That every internal walls separating the 'B' schedule flat from an adjoining flat/flats shall be the common wall and can not be removed or destroyed without the written consent of the said committee or flat owners' association of the building on 'A' schedule land. And That it is further declared by the Vendor that the Purchaser/s by virtue of this Deed of Conveyance will

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be competent and entitled to get his/her/their name/s mutated in the records of S.D.L. & L.R.O., Extn. Part-1, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation and also in the records and registers of West Bengal State Electricity Board or any other authority the rent, tax, duties etc. will be borne by the Purchaser/s and the Vendor undertakes to render all such help and assistance as will be found essential in this regard. It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act and the rules framed and/or the bye laws framed the render and the West Bengal Apartment (Regulation of Construction & Transfer) Act 1972 and the rules framed the render shall apply to the said flat as and when the same will be made applicable by the authority concerned. That the Purchaser prior to purchase made proper enquiry and inspection in respect of the 'B' Schedule flat/property and being fully satisfied with the constructional work of the same already took possession of the said flat.

The proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O., Extn. Part-1, Asansol, Dist. Paschim Bardhaman.

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land situated at Plot No 23252 measuring 1 chittak, Plot No 23253 area 43.5 decimal, Plot No 23254 area 12.4 decimal, situated over Khatian No 13319 of Mouza Asansol Municipality, J.L. No. 20, P.S. Asansol, District.Paschim Bardhaman wherein construction of complex of Multi storied building consisting of several self contained residential flats with garage & scooter parking space and commercial space is erected in the name and style as 'THE HARIZAN-1' at 14(49) G.T.Road, opposite Eastern Railway High School Asansol. Which is butted and bounded as follows: of being lying and situated

ON THE NORTH: By G.T.Road
ON THE EAST : By Nuruddin Road
ON THE SOUTH : By Land of others
ON THE WEST : By. Land of EShan Mallick

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Partner

SCHEDULE 'B' ABOVE REFERRED TO

All that residential Flat No..... on the Floor in Block of the building named "THE HORIZON" particularly described in the Schedule 'A' hereinabove containing super built up area of sq.ft. and built up area sq.ft along with one two wheeler & one four wheeler parking space in the basement of the said building.
This Flat will be used for only residential purpose.

SCHEDULE 'C' ABOVE REFERRED TO COMMON RIGHTS

1. Staircase up to top floor.
2. Lift, Corridors and Lobbies.
3. Common passage entrance.
4. Water pump, underground water pipes, reservoir, overhead tank and other plumbing.
5. Electrical transformer, wiring lines, pumps, light, meter and fittings.
6. Drainage and sewerages.
7. Boundary walls.

MEMO OF CONSIDERATION

Total consideration amount of Rs...../-(Rupees) only paid by the Purchaser/s to the Vendor.

Consideration Amount:

SL.No.	Bank Name	Cheque.Date	Cheque No.	Amount.(Rs)
1				
2				
3				
4				
5				
6				
7				
		TOTAL CONSIDERATION AMOUNT		

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Partner

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Pradip Kumar Jha
Partner

A sheet containing the self attested photo and finger print of both the parties concerned attached is a part of this Deed.

IN WITNESS WHEREOF the Vendor above named do hereby sign and execute this deed of Conveyance in good health, sound mind and on fully knowing the contents thereof being read over & explained to him in vernacular on the date month & year mentioned at the outset.

WITNESSES:

(1)

For Self and Constituted attorney of

.....

.....

(2)

A sheet containing finger prints of both hands of both the parties along with self attested Photograph duly been attested by them is kept after this Deed. This deed consists of one Stamp paper and 10 sheets of A-4 size paper along with the finger impression & Photograph pasted sheet.

Drafted and prepared by me as per instruction of the Vendor and read over and explained to the parties and printed in my office.

(ADVOCATE)
Asansol Court
Enrolment No.

Aditya Infra

Pradip Kumar Sin.
Partner

Aditya Infra

Jayanti Ghosh
Partner