



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 theday of

BY AND BETWEEN

(1) MD.ESHAN MALLICK (PAN NO-AJFPM3967) S/O LATE.ABDUL QUADIR
by faith Muslim resident of 14/49, Mallick Mansion, G.T.Road, Near Gujrati School,
Asansol, PS-Asansol(S),Dist-Paschim Bardhaman,Pin-713301.

Aditya Infra

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Partner

Aditya Infra

Jayanti Ghosh
Partner

(2) **ZARINA KHATOON** (PAN –ALIPK5052H) wife of Md.Eshan Mallick by faith Muslim residing at **14/49, Mallick Mansion, G.T.Road, Near-Gujrati School, Asansol, PS-Asansol(S), Dist-Paschim Bardhaman, Pin-713301..**

(3) **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, Sarada Pally, 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 & 2 are represented by their constituted attorney **M/S ADITYA INFRA** the First Party No 3.

AND

1) Mr..... (PAN-.....) S/O..... & (2) Mrs..... (PAN-.....) W/O..... both by faith Hindu and resident of

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 & 2 are the lawful owner –in-possession of the land measuring **63** decimals, situated over **Plot No 23252** measuring 0.024 decimal, **Plot No 23253** area 0.48 decimal, **Plot No 23254** area 0.126 decimal, of Asansol Municipality, J.L. No. 20, P.S. Asansol, District- Paschim Bardhaman and

Aditya Infra Partner
Jayanti Ghosh
Pradip Kumar Jain
Aditya Infra Partner

Whereas the First Party No 1 & 2 on the one hand and the First Party No 3 on the other hand have entered into an agreement by virtue of which the First Party No 3 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 02.06.2017 and

Whereas after execution of the said Development Agreement between the First Party, the First Party has got a building plan under Memo No 240/BP/AMC/HO/18 dated 09.03.2018 approved and sanctioned from the office of the Asansol Municipal Corporation in the name of the First Party No 1 & 2 for the purpose of raising multi-storied building under the name and style The Horizon-2 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 3 and as such the First Party No 3 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 3 doth hereby execute this Agreement simultaneously for the 1st party no 3 along with the First Party No 1 & 2 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 '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.....) only calculated at the rate of Rs..... /- (Rupeesonly) per Sft. of super built-up area only andfour wheeler parking Rs...../-(Rupees)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

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'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, Horizon-2, 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 Rs..... /- (.....only) per Sq. Ft. of super built up area total of Rs..... /- (Rupeesonly) on the Floor.
..... four wheeler parking Rs..... /-(Rs.....) only in the basement of the said building.
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. /-

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- 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.
- 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.

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- 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 combusive 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.
 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 atton to such transfer

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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 per month as 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 work man ship 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 0.024 decimal, Plot No 23253 area 0.48 decimal, Plot No 23254 area 0.126 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

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commercial space is erected in the name and style as 'THE HARIZAN-2' 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 Sajid Imam & Others
 ON THE SOUTH : By Land of others
 ON THE WEST : By. Land of Gujarati School.

SCHEDULE 'B' ABOVE REFERRED TO

All that residential Flat No on theFloor in Block-....., of the building named **THE HARIZAN-2** particularly described in the Schedule 'A' hereinabove containing super built up area of Sq.ft (.....Sq. Ft.) approx andnos four 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.
- 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.

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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 ware 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 paint.

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.

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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.

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 Partner
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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.

SIGNATURE OF THE FIRST PARTY

SIGNATURE OF THE SECOND PARTY

2.

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Partner

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Jayanti Ghosh
Partner



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The construction of the B+G+V residential cum commercial building at R.S. Plot no: 23252, 23253, 23254 Khatian no:13319 J.L. NO: 20 Holding no:24(49) G.T. Road Mouza: Asansol Municipality

Name of the owners: MD. EHSAN MALLICK & MRS. ZARINA KHATOON

HORIZON-II

THE FORMAT OF DEED OF CONVEYANCE HAS NOT BEEN IMPLEMENTED YET AS THE PROJECT IS STILL IN PROGRESS.

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