



MAA TARA CONSTRUCTION

REAL ESTATE & DEVELOPER

REGD. OFFICE : Radhanagar Road, At Jharna Residency, Asansol, Dist.- Paschim Bardhaman, PIN - 713325

SITE OFFICE : Pasupati Complex, Sarada Pally (Behind Big Bazar), Asansol, PIN - 713325

ALLOTMENT LETTER

Date:- _____

To,

Mr./Mrs./Miss _____

Address: _____

E-mail id: _____

Ref.: Application NO. _____ Dated _____

Sub: Allotment of Apartment No. _____ on _____ in the project known as " _____ " situated at Sarada Pally.

Dear Sir/Madam,

We hereby allot you _____ on _____ floor in our proposed building to be constructed known as "Pasupati Complex" situated at Sarada Pally, Asansol _____ for the total consideration of Ra. _____ (Rupees _____ Only). We have received a sum of Rs. _____ /- (Rupees _____ Only).

As bookink money in respect of the above referred apartment, Details of the same are as follows:

Sl. No.	Date	Cheque No.	Bank Name	Branch	
1					
Total					

Project is registered as per the provisions of WBHRA with the Real Estate Industry Regulatory Authority at under No. NPR-00804.

This allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into regular Agreement for sale under the provision of the Real Estate (Regulation and Development) Act, 2017, (as amended up to date) o terms and conditions, which may contain therein. You undertake to execute the Ownership

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Partner

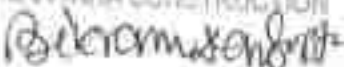
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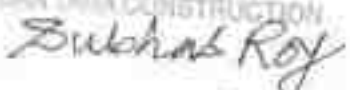
Partner

Agreement as and when called upon you by us and pay the necessary stamp duty and registration charge thereof. All the terms and conditions mentioned in the allotment Letter and/or agreement for sale and building on you and confirm that this allotment is the basis of commercial understanding of the parties.

Terms and Condition:

1. All the terms and condition mentioned in the agreement to sale document which as per HIRA Act and personally Shows to the allottee are Application to this letter of allotment.
2. Upon issuance of this letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration value shown in the Table as per Annexure - A attached herewith.
3. The Sale consideration of the unit is Rs. _____ /- (Rupees _____ only), including consideration for exclusive balcony and preferred location charge, if any, (hereinafter referred to as "Basic Sale Consideration of unit")
4. The Basic Sale Consideration of unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments")
 - a) One month maintenance charges: Rs. _____ /- (Rupees _____ only);
 - b) Association Formation Charges: Rs. _____ /- (Rupees _____ only);
 - c) Interest Free Maintenance Security (IFMS): Rs. _____ /- (Rupees _____ only);
 - d) Preferential Location Charge (PLC): Rs. _____ /- (Rupees _____ only);
 - e) External Electrification charge: Rs. _____ /- (Rupees _____ only);
 - f) Power Backup Facility Charge: Rs. _____ /- (Rupees _____ Only);
 - g) Legal and Administrative Charge: Rs. _____ /- (Rupees _____ Only);
 - h) GST: Rs. _____ /- (Rupees _____ /- Only);
 - i) Insurance of Project Land and Project: Rs. _____ /- (Rupees _____ Only);
5. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. _____ /- (Rupees _____ Only), which shall hereinafter be referred to as "Total Payable Amount".
6. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, GST or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Unit, cost of internal/external development charge and the cost of providing all facilities amenities, specifications within the Unit and the Project and more specifically amenities, specifications within the Unit and the Project and more specifically detailed in Annexure - A annexed herewith.
7. The allottee shall not transfer resale this unit without prior consent of promoter till the document agreement to sale is registered.
8. In the event the allottee fails to make payment after booking the unit till the registration of the agreement and to sale, the liquidated damages o 10% on the amount paid shall be recovered and the rest amount will be refunded with on interest.

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Partner

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Partner

9. All letters, circulars, receipt and /or notices to be served on allottee as contemplated by this present shall be deemed to have been duly served on if sent by registered post A.D. at the address given by the allottee to us and on e-mail Id provided which will be sufficient proof of receipt of the same by the allottee and shall completely and effectively discharged of our entire obligations.
10. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of india. The Courts at Kolkata alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Anydispute shall be settled by a sole arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Phone No:

Email:

Kindly confirm the above arrangement by signing the Allotment Letter:

Thanking You,
Yours faithfully,
For M/s _____

We confirm and accept

Partner

Bank Details are as under->

Account Name	
Account Number	
Bank	
Branch	
IFSC Code	

Annexure A
(Payment Details)

Booking Money:	:Rs. 2,00,000/-
At the time of Agreement: (Less Booking Money)	:25%
At the time of Gr. Floor roof casting:	:10%
At the time of 1 st Floor roof casting:	:10%
At the time of 2 nd Floor roof casting:	:10%
At the time of 3 rd Floor roof casting:	:10%
At the time of 4 th Floor roof casting:	:10%
At the time of 5 th Floor roof casting:	:10%
At the time of Finishing Work:	:10%
Before Possession:	:5%

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Bikram Senbura
Partner

MAA TARA CONSTRUCTION

Subhas Roy
Partner

ANNEXURE - A
[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this 01st August 2019

By and Between

Krishanu Gorai, S/o Late Krishnendu Gorai, by faith hindu by occupation business, resident of Dr. M. N. Saha Road, Asansol, P.O. Asansol, P.S. Asansol(South), Sub-division, and Addl. Dist. Sub-Registry office Asansol, Dist. Burdwan, West Bengal.

The First Party are represented by their constituted attorney **Maan Tara Construction (PAN NO.- AANFM5552G)**, a partnership firm having its Regd. office at Jharna Residency, Near- Chinnamasta Mandir, R.N. Road, P.O.- Radhanagar Road, Burnpur, Dist – Paschim Bardhaman, Pin – 713325, West Bengal represented by its partners 1) Sri Subhas Roy S/o Late Bholanath Roy of Rabindranagar, P.O – Asansol, Dist – Paschim Bardhaman, 2) Bikram Dasgupta, S/o – Lt. Asit Ranjan Dasgupta of Gourango Sengupta Sarani, Radhanagar Road, P.O – Radhanagar (Burnpur), Dist – Paschim Bardhaman empowered vide **Power of attorney being No 978 for the year 2017 of ADSR Asansol**

Hereinafter 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

AND

1. _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, by Occupation _____, residing at _____, P.O. _____, P.S. _____, Pin _____

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Bikram Dasgupta
Partner

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Subhas Roy
Partner

2. _____, having PAN _____ having Aadhaar _____ having mobile number _____ son/daughter/wife of _____, aged about _____ years, by Occupation _____ residing at _____, P.O. _____ P.S. _____ Pin _____ hereinafter (jointly/collectively) referred to as the Allottee(S) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

OR

AND

Maa Tara Construction (PAN NO.- AANFM5552G), a partnership firm having its Regd. office at Jhama Residency, Near- Chinnamasta Mandir, R.N. Road, P.O.- Radhanagar Road, Burnpur, Dist – Paschim Bardhaman, Pin – 713325, West Bengal represented by its partners 1) Sri Subhas Roy S/o Late Bholanath Roy of Rabindranagar, P.O – Asansol, Dist – Paschim Bardhaman, 2) Bikram Dasgupta, S/o – Lt. Asit Ranjan Dasgupta of Gourango Sengupta Sarani, Radhanagar Road, P.O – Radhanagar (Burnpur), Dist – Paschim Bardhaman and hereinafter referred to as **"CONFIRMING PARTY/DEVELOPER"** (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest and assigns) of the **THIRD PART**.

DEFINITIONS:

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

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

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Bikram Dasgupta
Partner

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Subhas Roy
Partner

WHEREAS:

Whereas Land measuring .72 Acres situated in Mouza-Santa within P.S Hirapur, JL No. 20, RS Plot No. 3200 under RS Khatian No 1996 was acquired by Krishnendu Gorai S/o Narayan Chandra Ghrai by dint of Regd. Deed of Gift being No 4517 for the year 1978 of ADSR Asansol from its rightful owner and his name was also mutated in the office of the BL & LRO Asansol in the Record of Right and

WHEREAS the First Party No. are the lawful owner –in-possession of the land measuring .72 acres equivalent to 43 katha 8 Chittak, situated over **Plot No 3200**, of Santa, J.L. No. 20, P.S. Hirapur, District- Paschim Bardhaman together with all rights, easements, facilities and amenities appurtenant thereto

AND WHEREAS the First Party on the one hand and the Third Party on the other hand have entered into an agreement by virtue of which the Third Party 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 27.02.2017.

AND WHEREAS after execution of the said Development Agreement between the First Party, the First Party has got a building plan under Memo No.38(3)/BP/AMC/HO/16 dated: 21.11.2016 approved and sanctioned from the office of the Asansol Municipal Corporation in the name of the First Party for the purpose of raising multi-storied building under the name and style "Pasupati Complex" 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.

- A. The Promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____
- B. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having

carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act [hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

- C. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- D. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- E. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- F. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable);

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment;

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Bikram Sen
Partner

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Sulshas Roy
Partner

1.2. The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet
Total Price (In rupees)	

[AND]

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

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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Bikram Sen
Partner

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Subhas Roy
Partner

(iv) The Total Price of Apartment includes recovery of piece of land, construction of [not only the Apartment but also] the common areas, internal development charges, external development charges, taxes cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and firefighting equipments in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be changed from the Allottee.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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B. Srinivasan
Partner

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Sulhas Roy
Partner

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

1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

1.8. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

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

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.

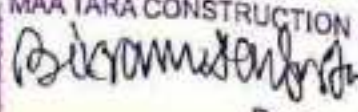
1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of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

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

1.11. The Allottee has paid a sum of Rs, _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein, Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter,

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Partner

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Partner

within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

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

5. TIME IS ESSENCE :

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Bhikram Sen
Partner

MAA TARA CONSTRUCTION
Subhas Roy
Partner

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan, floor plans, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Govt of West Bengal and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT :

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

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After

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Sikramananda
Partner

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Subhas Ray
Partner

refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two (2) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. And the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee-

After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Allottee -

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the

allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6. Compensation -

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and

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Rajaram Senfora
Partner

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Subhas Roy
Partner

- shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority as the case may be;
 - (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (Including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the

project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specification, amenities and facilities, as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

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

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

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the

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Bikram Senfora
Partner

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Subhas Roy
Partner

Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the Interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate* and the completion certificate, as the case may be to the allottee;

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the

association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14.USAGE:

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

15.COMPLIANCE WITH RESPECT TO THE APARTMENT:

- (i) Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- (iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of

MAA TARA CONSTRUCTION
Asikraman
Partner

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Sulhas Roy
Partner

allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS :

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

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

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned SubRegistrar (ADSR Asansol) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums

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Bidram Santra
Partner

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Subhas Roy
Partner

deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND :

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE :

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as

reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at ADSR Asansol. Hence this Agreement shall be deemed to have been executed at Asansol.

29. NOTICES :

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

_____ (Name of Allottee)

_____ (Allottee Address)

Maa Tara Construction (a Partnership Firm) within the meaning of the Partnership Act and having its registered office at Jharna Residency, Near- Chinnamasta Mandir, R.N. Road, P.O.- Radhanager Road, Burnpur, Dist – Paschim Bardhaman, Pin – 713325, West Bengal

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Bisram Santra
Partner

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Subhas Roy
Partner

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES :

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

31. GOVERNING LAW:

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

32. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996

SCHEDULE 'A' ABOVE REFERRED TO (Land description)

Within the district of Burdwan, Sub-Division and Addl. Dist. Sub Registry office at Asansol, P.S. Hirapur, Mouza- SANTA, J.L no.20, Word no-56, of Asansol Municipal Corporation, all that homestead land measuring to .72 Acres equivalent to 43 Khata & chatak comprised in R.S. Plot no. 3200, L.R. Plot No. - 2766 and L.R. Khatain no.- 5634 together with a (B+G+5) pucca residential cum commercial Building name and known as "PASUPATI COMPLEX" situated at Sarada Pally, near- Big Bazar, P.O.- Radhanager Road, Burnpur, Dist - Burdwan, Pin - 713325, Asansol Municipal Corporation, Ward No. 56, which is butted and bounded as follows:

ON THE NORTH:

Sarada Pally Road;

ON THE SOUTH:

House of Haru Kumar Chandra and others;

ON THE EAST:

wide Road;

ON THE WEST:

wide Road.

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Biswam Sen

Partner

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Zulhas Roy

Partner

SCHEDULE 'B' ABOVE REFERRED TO

All that residential Flat No. _____ on the _____ Floor of the building named "PASUPATI COMPLEX" Block - _____ particularly described in the Schedule 'A' hereinabove containing super built up area of _____ Sft. (_____ Sq. Ft.) and Covered area _____ sq. ft. having _____ Flooring, along with _____ wheeler in the Ground/Basement Floor measuring _____ Sft (_____ Sq. Ft.) of the said building.

This Flat will be used for only residential purpose.

SCHEDULE 'C'

- i. Booking Money/Advance Money Rs. _____/- + Tax
- ii. 20% of the total amount, less booking/advance amount on the date of Execution of the present indenture
- iii. 7 (Seven) Installments as per charges list.
- iv. 5% at the time of registration of the Sale deed.

(Note- An interest of 18% p.a. will be charged on pro-rate basis for all delayed payments from the due dates)

SCHEDULE - "D" ABOVE REFERRED TO
[THE COMMON PORTIONS]

(1) . **STRUCTURE:**

Reinforced cement concrete structure with columns, beams, slabs.

(2) **WALL:**

Bricks masonry wall of thickness 10"/8"/5"&3" are to be provided with cement and sand mortar ratio 1:6& 1:4 respectively.

(3) **WALL FINISHING:**

Ceiling and wall will have a plaster of ¼ & ½ thick in cement sand mortar ratio 1:4 & 1:6 respectively. All internal wall and ceiling will applied to all exterior parts of the building.

(4). **FLOORING:**

Flooring in all rooms, balconies will be vitrified tiles and kitchen; toilets will be also vitrified Tiles and skirting of 4" height.

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Bijaram Sanjiv

Partner

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Partner

(5). DOORS:

Seasoned wood frames and factory made (chemicals treated seasoned wood) flush/panel shutters will be provided in all rooms together with kitchen and syntax frame will be provided at toilet.

(6). WINDOWS:

Full glazed aluminum channel with glass with integrated m.s grill will be provided.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

1) Signature _____
Name _____
Address _____
the photographs

please affix
photographs and
sign across

2) Signature _____
Name _____
Address _____
the photographs

please affix
photographs and
sign across

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature _____
Name _____
Address _____
the photographs

please affix
photographs and
sign across

MAA TARA CONSTRUCTION

Prasanna Sanjiv

Partner

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Subhas Roy

Partner

At _____ on _____ in the presence of :

WTNESSES :

1) Signature _____
Name _____
Address _____

2) Signature _____
Name _____
Address _____

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Rajaram Senapati

Partner

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Subhas Roy

Partner

DEED OF SALE

THIS INDENTURE OF SALE is made on this _____ day of _____ YEAR

BETWEEN

Krishanu Gorai, S/o Late Krishnendu Gorai, by faith hindu by occupation business, resident of Dr. M. N. Saha Road, Asansol, P.O. Asansol, P.S. Asansol(South), Sub-division, and Addl. Dist. Sub-Registry office Asansol, Dist. Burdwan, West Bengal.

The First Party are represented by their constituted attorney **Maa Tara Construction (PAN NO.- AANFM5552G)**, a partnership firm having its Regd. office at Jharna Residency, Near- ChinnamastaMandir, R.N. Road, P.O.- Radhanager Road, Burnpur, Dist – PaschimBardhaman, Pin – 713325, West Bengal represented by its partners 1) Sri Subhas Roy S/o Late Bholanath Roy of

MAA TARA CONSTRUCTION
Adityan Saha
Partner

MAA TARA CONSTRUCTION
Subhas Roy
Partner

Rabindranagar, P.O – Asansol, Dist – PaschimBardhaman, 2) BikramDasgupta, S/o – Lt. AsitRanjanDasgupta of GourangoSenguptaSarani, Radhanagar Road, P.O – Radhanagar (Burnpur), Dist – PaschimBardhamanempowered videPower of attorney being No 978 for the year 2017 of ADSR Asansol

Hereinafter 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

AND

1. _____, having PAN _____, having Aadhaar: _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, by Occupation _____, residing at _____, P.O. _____, P.S. _____, Pin _____

2. _____, having PAN _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ years, by Occupation _____, residing at _____, P.O. _____, P.S. _____, Pin _____ hereinafter (jointly/collectively) referred to as the PURCHASER(S) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART:**

OR

AND

Maa Tara Construction (PAN NO.- AANFM5552G), a partnership firm having its Regd. office at Jhama Residency, Near- ChinnamastaMandir, R.N. Road, P.O- Radhanager Road, Burnpur, Dist – PaschimBardhaman, Pin – 713325, West Bengal represented by its partners 1) Sri Subhas Roy S/o Late Bholanath Roy of Rabindranagar, P.O – Asansol, Dist – PaschimBardhaman, 2) BikramDasgupta, S/o – Lt. AsitRanjanDasgupta of GourangoSenguptaSarani, Radhanagar Road, P.O – Radhanagar (Burnpur), Dist – PaschimBardhaman and hereinafter referred to as **"CONFIRMING PARTY"** (which expression shall unless excluded by or repugnant to

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Bikram Dasgupta

Partner

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Subhas Roy

Partner

the context or meaning thereof be deemed to mean and include their successor-in-interest and assigns) of the **THIRD PART**.

WHEREAS:

- A. Whereas Land measuring .72 Acres situated in Mouza-Santa within P.S Hirapur, J.L. No. 20, RS Plot No. 3200 under RS Khatian No 1996 was acquired by KrishnenduGorai S/o Narayan Chandra Ghrai by dint of Regd. Deed of Gift being No 4517 for the year 1978 of ADSR Asansol from its rightful owner and his name was also mutated in the office of the BL & LRO Asansol in the Record of Right and
- B. **WHEREAS** the First Party No. are the lawful owner -in-possession of the land measuring .72 acres equivalent to 43 katha 8 Chittak, situated over **Plot No 3200**, of Santa, J.L. No. 20, P.S. Hirapur, District-PaschimBardhamantgether with all rights, easements, facilities and amenities appurtenant thereto.
- C. Subsequently, the Owner enter into a Development Agreement with the Developer/Promoter herein viz. 27.02.2017.
- D. Pursuant to and in terms of the aforesaid, by a Development Agreement dated 27.02.2017 executed between the said First Party No 1 to 4 and the said **Maa Tara Construction**(a Partnership Firm) the Developer/Promoter herein and registered at the Office of ADSR Asansol in Book No. 1 Volume No. 0205-2017 Pages 18714 to 18730 Being No. 020500978 for the year 2017hereinafter referred to as the Development Agreement, the Developer/Promoter herein was appointed to develop land measuring .72 acres equivalent to 43 katha 8 Chittak, situated over **Plot No 3200**, of Santa, J.L. No. 20, P.S. HirapurDistrict PaschimBardhaman within the limits of Asansol Municipal Corporation under Ward No. 56.
- E. Pursuant to the said Development Agreement, the Confirming Party herein obtained final layout plan, sanctioned plan being Memo No.38(3)/BP/AMC/HO/16 dated: 21.11.2016and shall include all subsequent sanctions, additions/alterations made from time to time, specifications and approvals for the Project and also for the apartment from _____ on the said Property and got the same registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ no. _____ underregistration no. _____

- F. By an Agreement dated _____ executed between the Owner, the Vendor herein and the Developer/Promoter, the Confirming Party herein and the Purchaser/ Allottee, the Purchaser herein, the said unit (more fully described in Schedule A-1 hereunder) was allotted to the Purchaser on terms and conditions more fully contained therein.
- G. The Confirming Party pursuant to and in terms of Agreement dated 27.02.2017 has completed the construction of the Project called "Pasupati Complex" and the PURCHASER has requested the VENDOR and the Confirming Party herein to execute and register a formal Deed of Conveyance in favour of the PURCHASER conveying and/or transferring the said unit in furtherance to the said Agreement dated _____ executed between the parties hereto.
- H. The VENDOR being desirous to sell and the PURCHASER being interested to purchase, the parties hereto have now agreed that the said Unit (more fully described in Schedule A-1) and the rights and properties appurtenant thereto be sold conveyed and transferred free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature at and for the consideration of a sum of Rs. _____ and on terms and conditions contained hereinafter.

NOW THIS INDENTURE WITNESSETH THE FOLLOWING:

I. In pursuance of the said Agreement for Sale dated _____ and _____ in consideration of Rs. _____ of the lawful money of the Union of India paid by the PURCHASER to the VENDOR as will appear from the memo of consideration hereunder written (the receipt of which the VENDORS herein do and each of them doth hereby admit and acknowledge and the VENDORS herein do and each of them doth hereby acquit, release and forever discharge the PURCHASER from payment of the same and every part thereof as well as the Said Property hereby intended to be sold, transferred and conveyed the Vendors do hereby indefeasibly grant, sell, transfer and convey assign and assure unto and to the Purchaser ALL THAT a self contained residential Flat measuring

_____ be the same or a little more less and one Four wheeler parking space (hereinafter referred to as the "SAID PROPERTY"), more fully hereunder written in the Schedule "A", together with all easement right appurtenant to the said land being the said Schedule property hereby conveyed, transferred, expressed or intended so to be the VENDORS herein do and each of them doth hereby grant, transfer, convey, sell, transfer, assign and assure to and unto and in favour of the PURCHASER herein the unit in the "Pasupati Complex" Project on the said property together with all amenities and facilities attached thereto or to be provided therewith or howsoever otherwise the said schedule property, butted, bounded, called, known, numbered, described or distinguished together with all and singular all erections, walls, structures, fixtures and soil thereof sewers, drains, ways, paths, passages, water sources, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in any wise appertaining to or with the same or any part thereof now are or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed taken or known as part, parcel and number thereof appurtenant thereto and together with the right to use the common areas installations and facilities in common with the co-purchaser and the other owners and the other lawful occupants of the said property and together with all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the Rights And Properties Appurtenant thereto to have and to hold the said unit and the rights and properties appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the purchaser to have and to hold the said property, hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of the purchaser free from all encumbrances and absolutely and forever and subject to the payment of the common expenses and the Municipal and other rates and taxes payable to the Maintenance Society and further subject to the observance and compliance of the covenants for the beneficial use and enjoyment of the said Unit exclusively and the common parts portions and facilities in the manner aforesaid but in common with other users or occupiers at the premises.

2. **THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER:**

a) THAT notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary

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Agicrami Sankar

Partner

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Sulhas Rof

Partner

the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to said Unit and the rights and properties appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) AND THAT the said unit in the "Pasupati Complex" Project and all other rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances whatsoever.

c) AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said unit and the rights and properties appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said unit and the rights and properties appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

d) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold possess use and enjoy the unit in the "Pasupati Complex" Project and other benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid and every part thereof without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person equitably claiming from under or in trust for him the Vendor.

e) AND THAT the Vendor do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and will permit such documents of title to be examined inspected and given in evidence and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other

true copies or extracts and abstracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncalled.

f) AND THAT the Vendor shall indemnify and keep the Purchaser fully discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendens, uses, debuttars, trusts, claim and demands whatsoever created occasioned or by the Vendor or any person lawfully or equitably or rightfully claiming aforesaid.

g) AND ALSO THAT the Vendor has not at any time done or executed or knowingly suffered or been partly or privy to any act deed matter or thing whereby the said unit of the Purchaser in the "Pasupati Complex" Project or any part thereof can or may be impeached encumbered or affected in title.

3. **AND THE PURCHASER HEREBY COVENANTS WITH THE VENDOR:**

a) THAT the Purchaser shall use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.

b) THAT unless the right of parking is expressly granted, the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

c) THAT the Purchaser shall not at any time hereafter and for any reason whatsoever make any claim in other units or other common passages and portions in the said "Pasupati Complex" Project;

d) AND THAT the said unit being sold transferred and conveyed in the manner aforesaid shall be impartible for any reason whatsoever;

e) AND THAT the Purchaser shall co-operate in the management and maintenance of the said project 'Pasupati Complex'.

f) AND THAT the Purchaser shall observe, comply and abide by the

rules framed from time to time by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

g) AND THAT the Purchaser shall pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.

h) AND THAT the Purchaser shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Purchaser hereby consents to the same:

i) To disconnect the water supply to the "Said Unit".

ii) Not to allow the usage of lifts, either by Purchaser, his/her/their family members, domestic help and visitors.

iii) To discontinue the facility of DG Power back-up to the "Said Unit".

iv) To discontinue the usage of all amenities and facilities provided in the said project "Pasupati Complex" to the Purchaser and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Purchaser.

i) AND THAT the Purchaser shall use the said flat/unit for residential purpose only.

j) AND THAT the Purchaser shall use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.

k) AND THAT the Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other

refuse in the common areas save at the provisions made thereof.

l) AND THAT the Purchaser shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.

m) AND THAT the Purchaser shall not place or cause to be placed any article or object in the common area.

n) AND THAT the Purchaser shall not injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

o) AND THAT the Purchaser shall not park any vehicle 2/4-wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser.

p) AND THAT the Purchaser shall not make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.

q) AND THAT the Purchaser shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

r) AND THAT the Purchaser shall not keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

s) AND THAT the Purchaser shall not close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external

walls or the fences of external doors and windows including grills of the 'Said Unit' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said building.

t) AND THAT the Purchaser shall not use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place (if allotted), anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

u) AND THAT the Purchaser shall not use the car parking space (if allotted) or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

v) AND THAT the Purchaser shall not let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

w) AND THAT the Purchaser shall not encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat/unit in favour of the Purchaser.

x) AND THAT the Purchaser shall ensure that all interior work of furniture, fixtures and furnishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without

creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchasers.

4. In the event of the Confirming Party obtaining sanction for further additional construction into or upon the said property they shall be entitled to do so, and the Purchaser agrees not to raise any objection whatsoever or howsoever. However, in case of any addition or alteration in the sanction plan and the Purchasers Unit are touched upon, then Purchaser written consents shall be taken.

5. It is further covenant between the Vendors and the Purchaser that the peaceful possession of the said property has been delivered by the Vendors and received by the Purchaser.

SCHEDULE "A"
(Said Property)

(Land description)

Within the district of Burdwan, Sub-Division and Addl. Dist. Sub Registry office at Asansol, P.S. Hirapur, Mouza- SANTA, J.L. no.20, Word no-56, of Asansol Municipal Corporation, all that homestead land measuring to .72 Acres equivalent to 43 Khata 8 chatak comprised in R.S. Plot no. 3200, L.R. Plot No. - 2766 and L.R. Khata in no.- 5634 together with a (B+G+5) pucca residential cum commercial Building name and known as "PASUPATI COMPLEX" situated at Sarada Pally, near- Big Bazar, P.O.- Radhanager Road, Burnpur, Dist - Burdwan, Pin - 713325, Asansol Municipal Corporation, Ward No. 56, which is butted and bounded as follows:

ON THE NORTH:	Sarada Pally Road;
ON THE SOUTH:	House of Haru Kumar Chandra and others;
ON THE EAST:	wide Road;
ON THE WEST:	wide Road.

SCHEDULE 'A-1'
(Said Unit)

All that residential Flat No. _____ on the _____ Floor of the building named "Pasupati Complex" Block - _____ particularly described in the Schedule 'A' hereinabove containing **super built up area of _____ Sft.** (_____ Sq. Ft.) and **Covered area _____ sq. ft.** having _____ Flooring, along with _____ **wheeler in the Ground/Basement Floor measuring _____ Sft** (_____ Sq. Ft.) of the said building together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in **Schedule-B**, of the said project **PASUPATI**

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Asikram Sanjiv

Partner

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Subhansu Roy

Partner

COMPLEX at Sarada Pally, near- Big Bazar, P.O.- Radhanager Road, Burnpur,
Dist - Burdwan, Pin - 713325, Asansol

This Flat will be used for only residential purpose.

SCHEDULE 'B'

(Common Areas, Amenities & Facilities)

1) Areas:

- (a) Open and/or covered paths and passages (and not any other vacant land)
- (b) Lift & Stair Lobbies and Staircases
- (c) The Open Roof and/or Terrace on the Top floor of the New Building/s
- (d) Stair Head Room
- (e) Lift Machine Room and Lift Well
- (f) Boundary walls and main gates of the Project
- (h) Common Toilet on the ground floor
- (i) Darwan/Guard/Caretaker's Room
- (j) Electrical Meter Room

2) Water, Drainage and Plumbing:

- (a) UGR/ OUT
- (b) All pipes and fittings for water supply (save those inside any Flat)
- (c) Deep Tube Well
- (e) All the pipes and fittings provided for sewage and drainage line including connection to the main drain.

3) Fire Fighting System:

All the pipes, valves and fittings, pumps and other equipment provided for firefighting.

4) Electrical Installations:

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Biswam Sanjiv
Partner

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Zulshab Key
Partner

- (a) Wiring and Accessories for lighting of common areas
- (b) Electrical installations relating to meter for receiving electricity from proper authority
- (c) Pump and Motor
- (d) Lift with all its installations
- (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom/CCTV.

5) Drains, Sewers:

- (a) Drains, Sewers and pipes
- (b) Drainage connection with main drain.

6) Others:

Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. _____/-
 (Rupees _____) Only, being the full consideration as per Memo.

- 1] _____
- 2] _____
- 3] _____
- 4] _____
- 5] _____
- 6] _____
- 7] _____
- 8] _____
- 9] _____
- 10] _____

Total: Rs. _____/=
(Rupees _____ only)

MAA TARA CONSTRUCTION
Bikram Santra
 Partner

MAA TARA CONSTRUCTION
Sulhas Roy
 Partner

Witness :

- 1) _____

- 2) _____

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first abovewritten.

For self and on behalf of Krishanu Gorai
as his constituted attorney
(VENDOR and Developer)

MAA TARA CONSTRUCTION

Bisram Sanjiv
Partner

MAA TARA CONSTRUCTION

Subhas Roy
Partner