

ANNEXURE – A

[See rule 9]

Agreement for sale

This Agreement for sale (Agreement) executed on this _____ (Date) day of _____ (month), 20_____

By and Between

[If the promoter is a company]

Aastha Finance & Investment Limited (PAN No AAICA6151B), a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Akash Apartment, 1st Floor, Gopalpur, P. S. Asansol (south), Asansol – 713 304, Dist- Burdwan represented by its authorized Signatory Mr. Santanu Sarkar (PAN no BLTPS3251E) authorized vide Board resolution dated 24/12/2020 hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the promoter if a partnership firm], a partnership registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner _____ (Aadhar no. _____) authorized vide hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the promoter if an individual]

Mr. / Ms. _____ (Aadhar no _____) son/daughter of _____, aged about _____, residing at _____ (PAN _____). or hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

[If the Allottee is a company]

_____, (CIN No.) a company incorporated under the provisions of the Companies Act, [1956. Or the companies Act, 2013 as the case may be, having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhar No. _____-) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

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[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN), represented by its authorized partner _____, (Aadhar no) duly authorized vide hereinafter referred to as "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhar no _____) son/daughter of _____, aged about _____, residing at _____ (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family Known as HUF, having its place of business/residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

DEFINITIONS:

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

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

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WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra nos. /C.S./ R.O.R. nos. (CS/RS/LR) / Assessment No. / survey nos.] *[Please insert land details as per relevant laws]* _____ totally admeasuring square meters situated at in Subdivision & District etc. _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub – Registrar.

[OR]

DEVOLUTION OF TITLE

WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 02.8954 Decimal equivalent to 01.75 Katha within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 10/01/2013 duly registered in Book-I, CD Volume No. 2, Page from 423 to 440, being No. 00296 for the year 2013 of A.D.S.R Office, Asansol from its previous owners Sri Sisir Kumar Shaw, Son of Late Basudeb Shaw and others of Santa, Burnpur for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 0.9703 Decimal equivalent to 0.59 Katha within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 18/01/2013 duly registered in Book-I, CD Volume No. 2, Page from 815 to 831, being No. 00325 for the year 2013 of A.D.S.R Office, Asansol from its previous owners Smt. Sandhya Shaw, Wife of Late Baidyanath Shaw and others of Rabindranagar, Burnpur for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 04 Katha 06 Chhatak 42 Sq. Ft. equivalent to more or less 07.3149 Decimal within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173114 to 173129, being No. 020508989 for the year 2016 of A.D.S.R Office, Asansol from its previous

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owners Sri Tapas Chatterjee, Son of Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 01 Katha 03 Chhatak 06.34 Sq. Ft. equivalent to more or less 01.9739 Decimal within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173199 to 173213, being No. 020508994 for the year 2016 of A.D.S.R Office, Asansol from its previous owners Sri Tapas Chatterjee, Son of Sri. Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS since after their purchases as aforesaid the First Party member duly recorded its/their name/s in the finally published L.R. Records of Rights in L.R. Khatian No. 1316 and are absolutely and peacefully owning, possessing and occupying their aforesaid properties free from any encumbrances, mortgages, charges, etc. by paying the tax, cess, Khajna, etc. as fixed by the concerned authorities from time to time.

AND WHEREAS the First Party / Landowners intending to develop its/their said property obtained land use NOC from ADDA for commercial housing project vide Memo No. ADDA/ASL/3102/V/155/FL/NOC/474 dated 08/03/2018 and also acquired the necessary permission from WBF&ES, Bhangakuthi, Rajbati, Burdwan vide Memo No. FSR/0125186209102901 dated 27/10/2020 and Clearance Certificate from the West Bengal Trees (Protection and Conservation in Non-Forest Areas) Act, 2006 (vide Clearance No. 03/CC/D/2018 Dated 09/01/2018) but owing to unavoidable circumstances could not undertake development of the said property by themselves and in consequence thereto they invited offers from prospective Developer/s who are financially sound to undertake construction of a multi-storied residential building and the Developer "AASTHA FINANCE & INVESTMENT LIMITED" who are also engaged in the business of developing and promoting and also sponsoring construction of multi-storied building/s having its own financial resources to carry out any development scheme, including taking up all related responsibility of preparation and sanction of plan for construction and engage engineers, masons and labourers and also put in resources for building materials and supervision of completing the construction of the proposed G+4-storied building and to procure prospective flat-buyers for the flats, apartments, parking spaces, garages, etc. to be built as per the Site Plan vide Memo No. 959/SP/AMC/HO/20 Dated 13/11/2020 & Building Plan vide Memo No. 960/BP/AMC/HO/20 Dated 13/11/2020 sanctioned by the authorities of

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A.M.C. and the Developer agreed to the proposal of the First Party/Landowners and offered to undertake the construction of the multi-storied building/apartment at its/their own costs and in lieu of their said land the First Party/Landowners will retain free of cost the following properties in the said apartment/building :-

- B. The said land is earmarked for the purpose of building of a [commercial /residential/any other purpose] project, comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as "SATSANG - G"

[OR]

The said land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots and [insert any other components of the Projects] and the said project shall be known as SATSANG - G (Project)

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C. The promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Chairman, Asansol Municipal Corporation [Please insert the 'name of the concerned competent authority'] has granted the commencement certificate to develop the project vide approval dated 13/11/2020 bearing registration no 960/BP/AMC/HO/20.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the projects and also for the apartment, plot or building, as the case may be from, The Chairman, Asansol Municipal Corporation [Please insert the name of the concerned competent Authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee 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 garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause(m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in schedule "A" and the floor plan or the apartment is annexed hereto and marked as Schedule B)

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[OR]

The allottee had applied for a plot in the Project vide application no _____ dated _____ and had been allotted plot no _____ having area _____ of square feet and plot for garage / covered parking admeasuring feet(if applicable) in the _____ [Please insert the location of the garage covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A).

- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein:
- I. [Please enter any additional disclosures/details].
- J. 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.
- K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and 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.
- L. 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 [Agreement/ plot] and the garage covered parking(if applicable) as specified in para G.

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

1. TERMS:

- 1.1** Subject to the terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para-G.
- 1.2** The total price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") give break up and description):

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Block / Building / Tower No. _____ Apartment no _____ Type _____ Floor _____ Total Price (in rupees)	Rate of Apartment per Square feet*
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*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per Para II etc., if / as applicable

[AND] [If as applicable]

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

[OR]

Plot no _____	Rate of plot per square feet*
Type _____	
Total price of Rupees	

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [If/as applicable]

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 GST and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) upto the date of handing over the possession of the

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apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate. Provided that in case / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increase / reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of the completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the act, the same shall not be charged from the allottee

- III. The promoter shall periodically intimate in writing to the allottee, the amount payable as stated in (i) above and the allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the promoter shall provide the allottee the detail of taxes paid or demanded along with the acts/ rules/ notification together with dates from which such taxes / levies etc., have been imposed or become effective.
- IV. The total price of (apartment / plot) includes recovery of price of land, construction of (not only the apartment but also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection, and firefighting equipment in the common areas, maintenance charges as per para II etc., and includes cost for providing all other facilities, amenities and specification to be provided within the (apartment/plot) and the project.

1.3 The total prices escalations free save and except increases which the allottee hereby agrees to pay you to increase on account of development charges payable to the competent authority and / or any other increasing 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 allottee for increase in development charges, cost / charges imposed by the competent authority, the promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being imposed 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 schedule date of completion of the project as per the registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the act, the same shall not be charged from the allottee.

1.4 The allottee(s) shall make the payment as per the payment plans set out in **Schedule "C", ("Payment Plan")**.

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installment(s) payable by the allottee by discounting such early payments @ 1 (one) % per annum for the period which the respective installment has been proponed. 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.

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1.6 It is agreed that the promoter shall not make any addition and alteration in sanctioned plans, layout plans and specification and the nature of fixtures, fittings, amenities described herein schedule "D" and the 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 provision of the Act.

Provided that the promoter may make such minor addition or alterations as may be required by the allottee, or such minor changes or alterations as per the provision of Act.

1.7 [Applicable in case of an apartment] the promoter shall confirm to 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 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 reduction in the carpet area then the promoter shall refund the excess money paid by allottee within forty-five days with annual interest at the rates prescribed in the rules, from the date when such an excess money paid by the allottee. If there is any increase in carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the promoter may 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 para 9.3 the promoters shall agree and acknowledge, 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 certificates from the competent authority as provided in the act.
- (iii) That the computation of the price [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 paints, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per the para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [apartment/plot] and the project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development and his apartment/plot, as the case may be.

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- 1.9** It is made clear by the promoter and the allottee agrees that the [apartment/plot] along with _____ garage/covered parking shall be treated as a single indivisible unit for all the 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 other project in its vicinity or otherwise except for the purpose of integration if infrastructure for the benefit of allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of 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 he has collected from the allottees, for payments of outgoing (including land cost, ground rent, municipal or other 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, bank 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 transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11** The allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment toward the total price of the [apartment/plot] 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/plot] 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 which is payable, he shall be liable to pay interest at the rate prescribed in the rules.

2. MODES OF PAYMENTS

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, 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 the favour of Aastha Finance & Investment Limited payable at Asansol, Bardhaman, West Bengal.

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 the foreign exchange management act, 1999, Reserve Bank of India act, 1934 and the rules and regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisitions/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 securities, if provided in terms of agreements shall be made in accordance with the provisions of foreign exchange management act, 1999 or the 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 events of any of failure of his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any

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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 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 be issuing the payment receipts in favour of the allottee only.

4. ADJUSTMENTS/APPROPRIATIONS OF PAYMENTS:

The allottee authorizes the promoter to adjust appropriates all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the _____[apartment/plot],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:

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 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/plot] and accepted the floor plan, payment plan and the specifications, amenities, and facilities [annexed along with this agreement] which has been approved by the competent authority, as represented by the promoter. The promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the term in this agreement, the promoter undertakes to strictly abide by such plans approved by competent years and shall also be strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal [please insert the relevant state laws] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the act, 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/plot] – The promoter agrees and understands that timely delivery of possession of the [apartment/plot] 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/plot] 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

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affecting the regular development of the rest estate project ("Force majeure"). If, however, the completion of 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/plot].

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 30 days prior to such termination. After 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 proprietor shall be released and discharged from all its obligation 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 months from the date of issue of company certificates.[provided that, in the absence of local law, the conveyance deed of 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 the allottees, as the case may be after the issuance of the completion for the project. The promoter shall handover the occupancy certificates of the apartment/plot, 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/Plot] – upon receiving a written intimation from the promoter as per para 7.2, the allottee shall take possession if the [apartment/plot] 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/plot] to the allottee. In case the allottee fails to take possession within the time period in para

7.2 such allottee shall continue to liable to pay maintenance charges as specified in para 7.2

7.4 Possession by the Allottee – After obtaining occupancy certificates 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 allottee or the competent authority, as the case may be, as per the local laws; [provided that , in the absence of any local laws, the promoter shall handover the necessary documents and plans, including common areas, to association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 Cancellation of 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

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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 to the land, on which the project is being developed or has been developed, in the manner as provided under the act and the claim for interest and compensation under this provision shall not be barred by limitation provided any law for the time being in force.

Except for occurrence of force majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this agreement, duly completed by the data specified in para 7.1; (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 amount received by him in respect of the [apartment/plot], with interest at the rate prescribed in the rules including compensation in the manner as provided under the act within forty-five days of it becoming due;

Provided that where if the allottee 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 handing over the possession if the [apartment/plot] which shall be paid by the promoter to the allottee within forty-five days of becoming it 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 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 authority to carry the development of the project;
- (iii) There is no encumbrances upon the said land or the project:

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, titles, interest and name of party in or over such land];

- (iv) There are no litigations pending before any court of law or authority with respect to the land said, project or the [apartment/plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and [apartment/plot] are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said land, building and [apartment/plot] and common areas;
- (vi) The promoter has the right to enter into this agreement and has committed or omitted to perform any act or thing. Whereby the right, title and interest of the allottee created herein, may prejudicially be affected;

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- (vii) The promoter has not entered into any agreement for sale/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/plot] which will, in any manner, affect the right of the allottee under this agreement;
- (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said [apartment/plot] to the allottee in the manner contemplated in this agreement;
- (ix) At the time of execution of conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the [apartment/plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The scheduled property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or 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 government 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/plot] to the Allottee within the time period specified in para 7.1 or fails complete the project within stipulated time disclosed at the time of the registration of the project with the authority. For the proposed of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is completed in all respects including the provision of all specifications, amenities and faculties, as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by competent authority;
- ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provision of the act or the rules or regulations made there under.

9.2 In case of default by promoter under the conditions listed above, allottees is entitled to the following:-

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- i) Stop making further payments to promoters 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 interest.
- 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, alongwith the interest at the rate prescribed in the rules within forty five days of the receiving the termination notice:
Provided that where and allottee does not intend to withdraw from the project or terminated the agreement, he shall paid, by the promoter, interest at the rate prescribed in the rules for every month of daily till the handing over of the {Apartment/plot}, 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 payment for consecutive demands make by the promoter as per the payment plan annexed hereto, despite having been issued a notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate described in the rules:
- ii) In case default by allottee under the condition listed above continues for a period beyond one consecutive monthly after notice from the promoter in this regard, a promoter may cancel the allotment of the [Apartment/plot] 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/plot] as per para 12 under the agreement form the allottees shall execute a conveyance deed and convey the tittle of the [Apartment/plot] together with proportionate indivisible share in the common areas within three months from the date of 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 by the promoter within three months from the date of issue of occupancy certificate.] However, in case the allottee fails to deposit the stamp duty and / or 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.

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11. MAINTENANCE OF THE SAID BUILDING / PROJECT:

The promoter shall be responsible to provide and maintain essential services in the projects till the taking over the maintenance of the project by the association of 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/plot]

12. DEFECT LIABILITY:

It is agreed that in case any structural defects or any other defects 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 Allottee 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 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 right of unrestricted access of all common areas, garages/covered parking and parking space for providing necessary maintenance services and the allottee agrees to permit the association of allottees and / or maintenance agency to enter into the [Apartment/plot] or any part thereof, after due notice and during the normal working hours unless the circumstances warrant otherwise with a view to said right any defect.

14. USAGE:

Use of basement and service area: The basement(s) and service areas, if any, as located within the SATSANG - G (project name), shall be earmarked for purpose such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms underground water tanks, pumps rooms, maintenance and services rooms, fire fighting pumps and equipment's etc and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking space and the same shall be reserved for use by Association of Allottees formed by the Allottee for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above , the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/plot] at his / her own cost, in good repair and condition and shall not do suffer to be done anything in or to the building, or the [Apartment/plot], or the staircase , lifts, common passage corridors, circulation, areas, atrium or the compound which may be in violation of any loss or rules of any authority or change or alter or make additions of the [Apartment/plot] and keep the [Apartment/plot], its works and partition sewers, drains , pipe and appurtenances thereto or belongings 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.

15.2 The Allottee further undertakes, assures and guarantees he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the project, building therein or

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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 carryout any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/plot] or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/plot].

- 15.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the Association of Allottee and or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damage arising out of bridge of any of the aforesaid condition.

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

The Parties are entering into this agreement for allotment of a [Apartment/plot] with the full knowledge of all laws, rules, regulation, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTION

The Promoter undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the project after the Building plan, layout plan, sanction plan and specification , amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter executes this agreement he shall not mortgage or create a charge on the [Apartment/plot/building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest or the allottee who has taken or agreed to take such [Apartment/plot/Building]

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

The Promoter has assured the allottees that the project in its entirety is in accordance with the provision of the West Bengal Apartment Ownership ACT 1972.

The Promoter showing compliance of various laws or regulations as applicable in the West Bengal Apartment Ownership ACT 1972.

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 payment 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 sub-registrar i.e., Additional District Sub – Registrar, Asansol, Burdwan, as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the promoter this agreement within thirty days from the date of its received 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 received by the Allottee, Application of the allottee shall be treated as cancelled and all sums deposited by the allottee in the connection therewith including the booking amount shall be returned to the allottee without any interest or compensation in whatsoever.

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21. ENTIRE INTIMATE:

This agreement, alongwith its schedules, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence arrangements whether written or oral, if any, between the parties in regard to the said apartment or plot or 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 AGREEMENTS APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEE(s):

It is clearly understood and so agreed by and between the parties hereto that all the provision contained herein and the obligations arising hereunder in the respect of the [Apartment/plot] and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the [Apartment/plot], in case of a transfer as the said obligations go alongwith the [Apartment/plot] 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 of delayed payments. It is made clear and so agreed by the allottees that exercise of discretion by the promoter in the case of one allottee shall not be construed to be 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 parties or enforce at any time or 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 provisions.

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 there under 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 confirm to Act or the Rules and Regulations made there under 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 WHEREEVER 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/Plot] bears to the total carpet area of all the [Apartment/Plot] in the Project.

27. FURTHER ASSURANCES:

Both parties agree that they shall execute, knowledge 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

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of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this agreement shall be completed only upon its execution by the Promoter 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 Asansol, Burdwan, 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 Additional District Sub Registrar, Asansol, Burdwan. Hence this Agreement shall be deemed to have been executed at Asansol, Burdwan.

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)

M/s. Aastha Finance & Investment Ltd.
'Akash Apartment', First Floor, Gopalpur,
P.O. Asansol-4, P.S. Asansol (South),
District Paschim Bardhaman,

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 Allottee 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. SAVINGS:

Any application letter, allotment Letter, Agreement, or any other documents signed by the allottee in respect of the apartment, plot or building, as they may be, prior to the execution and registration of this Agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests or the allottee, plot or building, as the case may be, shall not be construed to limit the rights and interest of the allottee under the agreement for sale or under Act or the rules or the regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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34. That during the construction works of the concerned flat inside changes can be made except that of kitchen and bathroom, upon the prior approval of Firm's Engineer and changes in outside elevation/design shall not be allowed at any point of time or in future.
35. That the Allottee shall not assign the transfer his/her/their right or interest in the said Flat or those derived under this agreement to any other party (excepting any Bank or Financial Institution for obtaining loan purpose) until full payment is made thereof as agreed hereunder to the Promoter.
36. On the Date of Possession, the Allottee shall be deemed to be completely satisfied with all aspects of the said flat and appurtenances, including measurement of the said Flat and shall pay Rates and Taxes (Proportionately for the building and wholly) for Said Flat and Appurtenances. from the date of possession and until the Said Flat and Appurtenances is separately assessed in the name of the Allottee in respect thereof and furthermore, the Allottee also agrees to pay the Common Expenses/Maintenance Charges as be tentatively decided by Promoter and later by the Association on monthly basis from the Very next Month of taking Possession. It is clarified that Common Expenses / Maintenance Charges do not include the Rates & Taxes.
37. That in event of death of the Party hereto of the Allottee, his legal heirs(s) shall be entitled to take delivery of the said flat after satisfying all the terms and conditions mentioned in this agreement.
38. That the Allottee(s) shall not at any time claim partition of the said undivided share in the land comprised in the portion and/or in common portion area utilities and facilities in the premises and building in which the Allottee(s) has/have any right in common other co-owners.

39. THE ALLOTTEE(s) OF FLAT SHALL NOT DO THE FOLLOWING.

- 39.1 Not to injure harm or damage the common portion or any other unit in the building by making any alteration or withdrawing any support or otherwise.
- 39.2 Not to alter any portion elevation or colour of the building.
- 39.3 Not to throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
- 39.4 Not to carry or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit in the common portions.
- 39.5 Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.
- 39.6 Not to use or allow the unit or any part thereof to be used for any clubs, meeting, conference, nursing home, hospital, Boarding house, eating place, restaurant or any other similar purpose.
- 39.7 Not to put or affix any signboard, name plate, and other similar articles in common portions or outside walls of the building and/or outside the entire unit said and except at the place(s) provided thereof approved in writing by the party hereto of the Allottee or the Association. Provided that nothing contained in this clause shall prevent the Allottee(s) for display in a decent.
- 39.8 Not to keep store any offensive combustible, obnoxious, hazards or dangerous Article in the unit.
- 39.9 Not to keep any domestic animals or pets save and except in the manner permitted in writing by the party hereto of the Allottee or the Association or the Concerned Municipality or by the Other Authorities.

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- 39.10** Not to change the outside colour of his portions or any outside decoration of their allocated surface area.
- 39.11** Not to keep any heavy articles or things which likely to damage the floor or operate any machine other than household usual appliances (like washing machine, Refrigerator, sewing machine, mixer grinder, etc.)
- 39.12** Not to change the name of the building or named and/or altered by the Allottee(s) from "SATSANG - G" for any reason whatsoever.

40. COMMON EXPENCES:

The cost of maintain, replacing, white washing, painting and decorating of the main structure of the said building including the exterior thereof and in particular of the common portion of the roof, landing and structure of the building, rainwater pipes, water tanks, water tax and other taxes, lift, motor pumps, tube well, gas pipes and electrical wire, sewage, drain, transformer (if any), common toilet cost of security guard and all other common parts of the fixtures, fittings and equipment's in under or upon the building enjoyed or used in common by the Allottee(s) and other occupiers thereof, will be jointly borne by the Allottee(s) proportionately.

41. GENERAL CONDITION

That all cost on account of individual of additional work beyond our specification as per Schedule "D" shall be borne by the Allottee(s) upon approval of the estimate and after receipt of payment.

All stamp duty, registration charges/fees, legal charges and allied expences on account of execution and registration of this agreement as also the sale deed and/or conveyance deed and other documents to be executed and / or registered in pursuance hereof and shall be borne and paid by the Allottee(s).

42. DEFINITIONS

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

- a) **"Said Building"** shall mean the building named "SATSANG - G" more fully described in **Part - I**, of the **schedule "A"**
- b) **"Carpet Area"** - shall mean the net usable floor area of any flat/unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat/Unit.
- c) **"Built - up Area or Covered Area"** - shall mean and include the carpet area of any unit in the said building and the area of the balcony(ies) / verandah(s) therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit.
- d) **"Super Built-Up Area"** shall mean and include the Built - up Area or Covered Area of any unit and shall include the proportionate share of the areas of the Common Areas in the said Building, attributable to such unit as shall be determined by the promoter in its absolute discretion. It is

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clarified that Super Built-up Area has been only for reference sake and has nothing to do with the pricing or other aspects of the said unit agreed to be purchased by the Allottee.

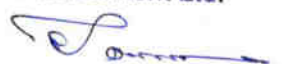
- e) **"Specifications"** shall mean and include the specifications of construction/materials/finishes to be provided and/or utilized by the Promoter in constructing the Residential Buildings morefully described in Schedule – "D"
- f) **"Allottees"** shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any unit in the said Building including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by the Promoter for their own exclusive use and/or not sold by the Promoter.
- g) **"Units"** shall mean the independent and self-contained flats/unit and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the said building at the said premises and wherever the context so permits or intends shall include the balcony(ies)/verandah(s) and/.or other properties benefits and rights, if any, attached to the respective flats and also the proportionate undivided impartible share in the common Areas and Installations, Attributable thereto.
- h) **"Parking Spaces"** shall mean open parking spaces in or portions of the Ground floor of the said Building at the said Premises. The promoter has assured the Allottee that the Promoter shall allot the parking spaces in the said building only to the person(s) who shall agree to acquire Units/Flat in the said Building.
- i) **"Agreement for sale"** shall mean this agreement whereby the Allottee has/have agreed to purchase and acquire the said unit on Ownership basis for the consideration and on the terms and conditions herein contained.
- j) **"Date of Possession"** shall mean the date on which the allottee takes actual physical possession of the said unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical terms of the said Unit or not, whichever be earlier.
- k) **"Date of Completion of construction"** shall mean the date of issue of the Completion Certificate from the Asansol Municipal Corporation.
- l) **"Plan"** shall mean the plan being no "960/BP/AMC/HO/20 dated 13/11/2020" sanctioned by Asansol Municipal Corporation.

43. Unless, in this agreement, there be something contrary or repugnant to the subject or context, the terms/expressions mentioned in schedule A hereto shall have the meaning assign to them as there in mention.

44. The allottee has examined and got himself fully satisfied about the title of the Land owner to the said premises and all legal incidents and matters in relation thereto and / or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make requisition in connection therewith.

The Allottee has also inspected the Building plan presently sanctioned by the concerned authorities, as also all other permissions and clearances, and agrees and covenants not to raise any objection with regard thereto. The Allottee agrees and consents to the fact that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto.

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The Allottee is fully aware of the fact that additional floor(s) are proposed to be sanctioned on the presently sanctioned floor(s) and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Apartment has been planned to take the entire load of additional floors.

45. In continuation of point no 6, Provided that nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration.
46. In Continuation of point no 7.2. **Subject to** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants/ obligations herein. **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/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further that** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee not to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then .

It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in clause 7.1 above.

47. In Continuation of point no 8 (iii), However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFC's and others lenders, the Promoter may already have created mortgage and/or charge on the said Premises/Project and shall be liberty to create further mortgages and/or charges in respect of the said Premises/project or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance/ transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
48. In continuation of point no 10, However, the promoter may require execution of the sale Deed in favour of the Allottee simultaneously with the delivery possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. All the liabilities (Including Maintenance) owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the promoter saved harmless and indemnified of form and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.
49. In continuation of point no 11, The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installments of the Project are contained in

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Director

"Schedule B" hereto and all the Allottees of Apartments/Units shall be bound and obliged to comply with the same.

50. In continuation of point no 12, It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the opportunity to the promoter to inspect assess and determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.
51. In continuation of point no 15.2 The Allottee shall also not do or permit to be done anything including cutting/drilling through or breaking or damaging in any manner beams, pillars RCC walls, columns and other load-bearing structures, partition wall within or around the unit which may directly or indirectly affect or damage the superstructure and structural stability of the building.
52. In continuation of point no 18, However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises/Project and shall be liberty to create further mortgages and/or charges in respect of the said Premises/Project or any part thereof, and the Allottee hereby consents to the same .**Provided However that** at the time of execution of the deed of conveyance/transfer in terms hereof, the Promoter assures to have the said unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.
53. **OTHER PROVISION:**
- 53.1 The Allottee shall apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 53.2 In case of any amount being due and payable by the Allottee to the Promoter, the Allottee shall not be entitled to let out, transfer or part with possession of the said unit till the time the same are fully paid.
- 53.3 The Purchaser doth hereby consent agree and grant permission to the Promoter for the construction and addition of further storeys and additional Constructions in the building(s) if intended to be built by the Promoter as available to the Promoter as per the Municipality rules/act.

IN WITNESS WHERE OF parties hereunder d have set their respective hands and signed this Agreement for sale at Asansol, Burdwan in the presence of attesting witness, signing as such on the day first above written.

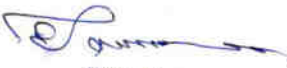
DISCLAIMER:

We confirm that after serial no 33 we have added some additional clauses which is under serial no 34 to 53 and which are not contradicting any of the clause as per West Bengal Housing Industry Regulation Act, 2017 and its rules and regulations as framed above.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (Including joint buyers)

Aastha Finance & Investment Ltd.


Director

(1) Signature _____
Name _____
Address _____

Please Affix
Photographs
and sign
across the
Photograph

(2) Signature _____
Name _____
Address _____

Please Affix
Photographs
and sign
across the
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:

(3) Signature _____
Name _____
Address _____

Please Affix
Photographs
and sign
across the
Photograph

At _____ on _____ in the presence of

=====

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE "A"

[DESCRIPTION OF THE (APARTMENT/PLOT) AND TILE GARAGE/COVERED PARKING (IF APPLICABLE)

ALONG WITH BOUNDRIES IN ALL FOUR DIRECTIONS]

In the district of Asansol, P. S. Asansol, ALL THAT piece and parcel of a Residential Unit/Flat being No
"_____" (_____ Corner), having Carpet area of approx. _____ sqft on the
_____ floor, in the multi-storied building namely "SATSANG - G", to Mouza Bartoria, J.L. No.

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Director

08, under the limits of Asansol Municipal Corporation, Ward No. 55 (previous Ward No. 31), consisting of _____ Bed Rooms, One Drawing –Cum-Dining room, One Kitchen , _____ Toilet/Bathrooms (one Attached), _____ Open Balcony, of the said Multi-Storied Building which has been shown in the enclosed floor plan of Schedule "B" together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring more or less 13.1545 Acres of the FIRST **SCHEDULE A AND B** above written.

The Butted and Bounded of the Schedule Apartment as follows:-

North:
South:
East:
West:

The Butted and Bounded of the Schedule Building as follows:-

North:
South:
East:
West:

SCHEDULE "B"

(FLOOR PLAN OF THE APARTMENT)

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SCHEDULE "C"

(PAYMENT PLAN)

(Part – I)

The Consideration payable by the Allottee to the Promoter for sale of the said Unit shall be as Follows: -

Aastha Finance & Investment Ltd.



Director

Block / Building / Tower No. _____ Apartment no _____ Type _____ Floor _____ Total Price (in rupees)	Rate of Apartment per Square feet*
---	------------------------------------

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

[AND] [If as applicable]

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

[OR]

Plot no _____ Type _____ Total price of Rupees	Rate of plot per square feet*
--	-------------------------------

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [If/as applicable]

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

Part – II

The amount mentioned in PART-I of this Schedule "C" hereinabove shall be paid by the Allottee to the promoter by cheques /Demand Draft drawn in favour of "AASTHA FINANCE & INVESTMENT LIMITED." or by online payment (as applicable) as follows: -

Aastha Finance & Investment Ltd.



Director

- | | |
|--|---------------------------|
| a. At the time of booking | : 10 % (Paid Rs. _____/-) |
| b. On the Ground Floor casting | : 10% |
| c. On the 1 st Floor casting | : 15% |
| d. On the 2 nd Floor casting | : 15% |
| e. On the 3 rd Floor casting | : 15% |
| f. On the 4 th Floor casting | : 10% |
| g. At the time of brick works & inside plaster | : 10% |
| h. At the time of flooring | : 10% |
| i. At the time of Handover/Registration | : 5% |

Registration/Handover: Will only be done after full and final settlement of accounts.

SCHEDULE "D"

(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT PLOT))

Floor: Good quality vitrified floor tiles of 24"X24" or 16"X16" will be used in bedrooms and other places except in toilets, in toilets 12"X12" of anti skit tiles would be used. Stair slabs will be anti skit tiles/kota finishing. Good quality standard size light colour tiles would be used in toilets walls up to 6' height. In

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Director

kitchen 21" wide Green marble will be used for table and 20"x16" steel sink will be provided and 2.5' height wall tiles will be fixed. In dinning place 20"x16" white ISI branded basin and pillar cock would be provided. In both the toilets standard white ISI branded commode would be provided, however, the **Allottee(s)** otherwise demands any changes in the specification shall inform to the **Promoter** and if so then the difference in cost if any would be on account of the **Allottee(s)**. In the common bath room one two in one wall mixture for Geyser option, one over head shower and one tap for toilet would be provided and in the other toilet two tap (one for bath and one for toilet) would be provided. In both the bathrooms one each marble corner would be provided to facilitate to keep bathroom items. Bath rooms will be well ventilated with close & open system.

Doors- All door frames except bath rooms would be of finest wood, (kitchen door will be open without frame). Front door would be matching laminated / Polish of 2.1 m X 1.0 m size flash door other doors would be 1.85m x 0.90m of size. Bathroom doors would be PBC with PBC frame of 1.85m x 0.75m size.

Windows- All out side windows would be 5'X4' of size of two/three panels except balcony and kitchen portions which will be 4'X3'/as suits of two panels of Aluminum made with 3.5mm colored glass. Windows bottom level (inside part) would be with tiles top. Windows would be protected with Iron Grill & Grill would be painted. Balcony shall be covered with Iron Grill up to lintel level with an option of Emergency Exit. All inside walls would be finished with wall putty and a coat of primer. Dinning cum drawing room would be option of inside telephone and TV cable line. If, Buyers desire to have cable TV/telephone connection in any bedroom which can be provided on extra charges as per market rate. However, which should be informed well in advance i.e. before inserting concealed pipe/cable and before completion of plaster.

ELECTRICAL WIRING: All wiring will be concealed. Each room shall be fitted with switch board in which one five amp. plug point, one tube point, one fan point, one night bulb point. Kitchen will be provided with one Mixture point, one exhaust/chimney point, one aqua guard point and one light point. Living / dining room will be provided with one 15 amp plug point, Refrigerator point, T. V. point, one cable point, one telephone point, two light & two fan points. Attached bath room will be fitted with one light point and common bath room will be provided with Geyser point and one light point. Balcony will be fitted with one light point. All the above electrical switches, boards will be of branded companies (modular). All flats will have individual Electric connection along with one meter from W.B.S.E.D.C.L. Deposits of W.B.S.E.D.C.L. and other charges if any will be on account of **Allottee** of the concerned flat. Extra TV, telephone etc wiring will be on account of the **Allottee**.

Internal Walls : All the interior walls will be finished with wall putty and a coat of primer.

Extra Work: Extra work other than the standard specification as above shall be charged extra and such amount shall be deposited before execution of such work.

SCHEDULE "E"

(SPECIFICATIONS, AENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT))

1. **MAINTENANCE:** All costs and expenses of maintain repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roofs, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building and enjoyed or

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used by the Allottees in common with each other, main entrance and exit gates, landings and staircase of the said building and enjoyed by the Allottees in common as aforesaid and the boundary walls entrance and exit gates, passages, driveway, landings, staircases and all other parts of the said building so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. It is clarified that expenses pertaining to cleaning, house-keeping, maintenance etc., of parking spaces shall be from the common expenses.

2. **OPERATIONAL:** All expenses for running and operating all machines equipment's and installations comprised in the common in the Common areas and Installations (including, Lifts, Water pump with motor, Generator, Fire Extinguisher, Security Systems, submersible, CCTV etc.) and also the costs of the repairing, renovating and replacing the same, including AMC, Insurance, etc.
3. **STAFF:** The salaries of and all other expences of the staff(s) to be employed for the common purposes (e.g., security guard, electrician, plumber, sweepers, maintenance persons, etc) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expences.
6. **OTHER:** All other expences and/or outgoings including litigation expences as are incurred by the Maintenance In-Charge for the common expenses.

(The "Schedules" to this Agreement for sale shall be as agreed to between the Parties)

* Or such other certificate by whatever name called issued by tire competent authority.

By order of the Governor,

ONKAR SINGH MEENA
Secretary to the Government of West Bengal
Housing Department

Aastha Finance & Investment Ltd.


Director