

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this ... Day of, **2022 (Two Thousand Twenty Two)**).

BY & BETWEEN

MRS. DIPALI MUKHERJEE (PAN-AKZPM1264B, AADHAAR NO 6829 1400 9749), wife of Sri Subrata Mukherjee, by faith Hindu, by Nationality Indian, by occupation Houseswife, residing at North Ghoshpara, P.O. Ghoshpara, P.S. formerly Bally at present Nischinda, District-Howrah, Pin Code No. 711227, hereinafter referred to and called the **“OWNER”** (which term of expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, authorized representatives, nominees and assigns) of the **FIRST PART**. Represented by their Constituted Legal Attorneys **(1) SRI DEBASISH CHATTERJEE (PAN – ACKPC0262A)** son of late Bisweswar Chatterjee, **(2) ABHISHEK CHATTERJEE (PAN – APYPC0946C)** son of Sri Dhiman Chatterjee and **(3) MISS. DYUTI CHATTERJEE (PAN – BOXPC9118P)** daughter of Sri Debasish Chatterjee, all by faith Hindu, all by occupation - Business , all residing at 22, Netaji Subhas Road, Bally Ghoshpara, P.O.- Ghoshpara, P.S.- Nischinda, District Howrah 711227.

AND

(1) SRI (PAN-....., AADHAAR NO.), , (2) (PAN-....., AADHAAR NO.), both residing, hereinafter jointly called and referred to as the **“PURCHASERS”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

TIRUPATI CONSTRUCTION, (PAN – AAMFT8486B) A Partnership Firm having its registered office at “SRISHTI” Apartment, Netaji Subhas Road, Bally Ghoshpara, P.O.- Ghoshpara, P.S.- Nischinda, District Howrah Pin- 711227, represented by its Partners **(1) SRI DEBASISH CHATTERJEE (PAN**

- **ACKPC0262A)** son of late Bisweswar Chatterjee, **(2) ABHISHEK CHATTERJEE (PAN – APYPC0946C)** son of Sri Dhiman Chatterjee and **(3) MISS. DYUTI CHATTERJEE (PAN – BOXPC9118P)** daughter of Sri

Debasish Chatterjee, all by faith Hindu, by occupation Business, all residing at 22, Netaji Subhas Road, Bally Ghoshpara, P.O.- Ghoshpara, P.S.- Nischinda, District Howrah 711227. Hereinafter jointly referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its succession-in-office, heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS A complete self-contained Residential Flat made with **Vitrified Tiles Floor, on Floor bearing No. “.....”, little more or less super built up area, aggregating square feet** (including 20% of Super Built Up Area), comprising of bed rooms, kitchen, bath and privy and balcony with lift facility together with all rights of use of common areas of building and undivided impartiable proportionate part and share of the land Lying in comprised within Mouja - Bally, J.L NO. - 14, appertaining to R.S Dag Nos. 3028 under R.S Khatian No. 2866, at North Ghoshpara, under Police Station – formerly Bally at present Nischinda, District - Howrah, within the limit of Bally Nischinda Gram Panchayat, Pin Code No. 711227, and also within the jurisdiction of the, District and Additional; District; Sub-Registrar, Howrah, within the Jurisdiction of District Sub Registrar and Additional District Sub Registrar at Howrah, is the subject matter of this AGREEMENT FOR SALE.

AND WHEREAS One Durgarani Ghosh, Wife of Late Pradip Chandra Ghosh, Krishnarani Ghosh Wife of Late Kartik Chandra Ghosh, and Snehalata Ghosh Wife of Late Satish Chandra Ghosh jointly were the original owner of all the piece and parcel of BASTU land containing an area measuring about 09 Cottahs 14 chittaks 00 sq. ft. be the same a little more or less along with other properties comprised within Mouja - Bally, J.L NO. -14, appertaining

to R.S Dag Nos. 3028 under R.S Khatian No. 2866, at North Ghoshpara, under Police Station – formerly Bally at present Nischinda, District - Howrah, within the limit of Bally Nischinda Gram Panchayat , Pin Code No. 711227, and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah.

AND WHEREAS the said Durgarani Ghosh, Krishnarani Ghosh and Snehalata Ghosh having their said property free from all encumbrances, charges etc. and also having fully transferable right, like interest and ownership Easements and other rights in the said property, absolutely seized, possessed and enjoyed the Said property by exercising all sorts of possession in respect of the said property without any interruption and disturbances from other and duly paid rents before the competent office under Govt. of West Bengal.

AND WHEREAS while absolutely seized, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Durgarani Ghosh, Krishnarani Ghosh and Snehalata Ghosh, firstly by a registered Deed Of Sale on 21.04.1989, being no. 1600 in the year 1989 sold and transferred their entire ownership in the bastu land measuring about 02 Cottahs 04 chittaks 00 sq. ft. of Bastu land with the right of title, easements and other interests related or incidental thereto, to Sri Tushar Mukherjee and Smt Dipali Mukherjee and the said deed of Sale was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded as being no.- :1600 for the year 1989 in the said office.

AND WHEREAS while absolutely seized, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Durgarani Ghosh, Krishnarani Ghosh and Snehalata Ghosh, secondly by a registered Deed of Sale on 27.06.1990, being No. 3022, in the year 1990 sold and transferred their entire ownership in the bastu land measuring about 04 Cottahs 02 Chittaks 00 sq. ft, of Bastu land with the right of title, easements and other interests related or incidental thereto, to Smt. Ajanta Mukherjee

and Smt. Dipali Mukherjee and the said deed of Sale was duly registered in the office of the District Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 77, Pages 192 to 198 as Being no.- 3022 for the year 1990 in the said office.

AND WHEREAS, while Sri Tushar Mukherjee and Smt. Dipali Mukherjee absolutely seized, possessed and enjoyed the said 2 Cottah 8 chittak of property jointly with absolute interest and in peaceful possession, Smt. Dipali Mukherjee out of her undivided half Share of totally obtained 2 cottah 8 chittak of property jointly by a registered Deed Of Gift on 25.09.1991, being no. 3944 in the year 1991 gifted and transferred her entire ownership in the bastu land measuring about 01 Cottahs 04 chittaks 00 sq. ft. of Bastu land with the right of title, easements and other interests related or incidental thereto, to Sri Tushar Mukherjee and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 70. Pages 232 to 238 as Being no.- 3944 for the year 1991 in the said Office.

AND WHEREAS, while absolutely seized, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Durgarani Ghosh, Krishnarani Ghosh and Snehalata Ghosh, thirdly by a registered Deed Of Sale on 22.09.1995, being no. 3278 in the year 1995 sold and transferred their entire ownership in the bastu land measuring about 03 Cottahs 04 chittaks 00 sq. ft. of Bastu land with the right of title, easements and other interests related or incidental thereto, to Sri Subrata Mukherjee and the said deed of Sale was duly registered in the office of the District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 70. Pages 285 to 291 as. Being no.- 3278 for the year 1995 in the said office.

AND WHEREAS while Smt Ajanta Mukherjee and Smt. Dipali Mukherjee absolutely seized, possessed and enjoyed their owned the said 04 cottah 02 chittak of property jointly with absolute interest and in peaceful possession, Smt. Ajanta Mukherjee out of her undivided half Share of totally obtained

04 cottah 02 chittak of property jointly by a registered Deed Of Gift on 10.11.2003, being no. 7655 in the year 2003 gifted and transferred her entire ownership in the bastu land measuring about 02 Cottahs 01 chittaks 00 sq. ft. of Bastu land with the right of title, easements and other interests related or incidental thereto, to Sri Tushar Mukherjee and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 169. Pages 54 to 58 as Being no.-7655 for the year 2003 in the said office.

AND WHEREAS while Sri Tushar Mukherjee being partly owned and partly gifted obtained total, 04 Cottah 09 Chittak of property which he absolutely seized, possessed and enjoyed the said 04 Cottah 09 Chittak of property with absolute interest and in peaceful possession, and Sri Tushar Mukherjee out of his undivided Share of totally obtained 04 cottah 09 chittak of property by a registered Deed Of Gift on 08.12.2004, being no. 5612 in the year 2004 gifted and transferred his entire ownership in the bastu land measuring about 04 cottah 09 chittak **J30** sq. ft. of Bastu land with the right of title, easements and other interests related or incidental thereto, to Smt. Dipali Mukherjee and Smt. Ajanta Mukherjee and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 120, Pages 271 to 275 as Being no.-5612 for the year 2004 in the said office.

AND WHEREAS while Sri Subrata Mukherjee having owned and obtained by the said Deed of Sale from Durgarani Ghosh, Krishnarani Ghosh and Snehalata Ghosh, total 03 Cottah 04 Chittak of property which he absolutely seized, possessed and enjoyed the said 03 cottah 04 chittak of property with absolute interest and in peaceful possession and Sri Subrata Mukherjee out of his totally obtained 03 cottah 04 chittak of property by a registered Deed Of Gift on 02.11.2007, being no. 06701, in the year 2007 gifted and transferred his entire ownership in the bastu land measuring about 03 cottah 04 chittak 00 sq. ft. of Bastu land with the right of title, easements

and other interests related or incidental thereto to Smt. Dipali Mukherjee and Smt. Ajanta Mukherjee and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 4. Pages 2795 to 2785 as Being no.- 06701 for the year 2007 in the said office.

AND WHEREAS thus said Smt. Ajanta Mukherjee and Smt Dipali Mukherjee after obtaining such gifted and/or purchased property jointly reserved the bastu land measuring about 10 cottah 04 Chittak of Bastu land each having $\frac{1}{2}$ share, the share in the said property, specifically having 05 cottah 02 Chittak 22.5 sq. ft. more or less, each with the right of title, easements and other interests related or incidental thereto and having their said property free from all encumbrances, charges etc. and also having fully transferable right, like interest and ownership Easements and other rights in the said property, absolutely seized, possessed and enjoyed the Said property by exercising all sorts of possession in respect of the said property without any interruption and disturbances from other and duly paid rents before the competent office under Govt. of West Bengal.

AND WHEREAS while absolutely seized, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Smt. Dipali Mukherjee for the convenience of use and on mutual consent by a registered Deed Of Gift on 22.04.2015, being no. 01938 in the year 2015 gifted out her ownership in the bastu land measuring about 02 Cottahs 09 chittaks 11 sq. ft. more or less, with the right of title, easements and other interests related or incidental thereto, comprised within Mouja - Bally , JL NO. - 14, appertaining to R.S Dag Nos. 3028 under R.S Khatian No. 2866 , at North Ghoshpara, under Police Station - Nischinda, District -Howrah, within the limit of Bally Nischinda Gram Panchayat , Pin Code No. 711227, and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah. to Smt. Ajanta Mukherjee and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah

and is recorded in Book No. 1 CD Volume No. 4, Pages 5589 to 5606 as Being no.- 01938 for the year 2015 in the said office.

AND WHEREAS while absolutely seized, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Smt. Ajanta Mukherjee for the convenience of use and on mutual consent by a registered Deed Of Gift on 22.04.2015, being no.1939 in the year 2015 gifted out her ownership in the bastu land measuring about 02 Cottahs 09 chittaks 11 sq. ft. more or less, with the right of title, easements and other interests related or incidental thereto, comprised within Mouja — Bally, JL NO. - 14, appertaining to R.S Dag Nos. 3028 under R.S Khatian No. 2866 , at North Ghoshpara, under Police Station – formerly Bally at present Nischinda, District - Howrah, within the limit of Bally Nischinda Gram Panchayat, Pin Code No. 711227, and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah, to Smt. Dipali Mukherjee and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 4, Pages 5607 to 5622 as. Being no.- 01939 for the year 2015 in the said office.

AND WHEREAS, the said Smt. Dipali Mukherjee after such Gift of the Bastu land measuring about 02 Cottahs 09 chittaks 11 sq. ft., more or less, and reserving her ownership of the bastu land measuring about 02 Cottahs 09 chittaks 11 sq. ft. More or less, became the absolute owner of the Bastu, land measuring about 05 Cottahs 02 chittaks 22 sq. ft., more or less, with the right of title, easements and other interests related or incidental thereto and, having their said property free from all encumbrances, charges etc., and also having fully transferable right, like interest and ownership Easements and other rights in the said property, absolutely seized, possessed and enjoyed the said property by exercising all sorts of possession in respect of the said property without any interruption and disturbances from others and also mutated in her name as owner and occupier with rayati **stitibum** **situation** interest in the RS record of right and duly paid rents

before the competent office under Govt. of West Bengal and duly paid rents before the competent office under Govt. of West Bengal.

AND WHEREAS the vendor herein being desirous to make construction of multi-storeyed building in his property, she executed a deed of development Agreement with the Developer confirming party of the 3rd part on 01.11.2019 upon the terms and conditions stated therein respect of her aforesaid property and the said deed of development agreement was duly registered in the Office of the Additional District Sub – Registrar, at Howrah and is recorded in Book No. 1, Volume No. 0502-2019, pages from 294567 to 294613 Being Deed no.- 050208508 for the year 2019, in the said office. and the vendor herein also executed and registered a General Power of Attorney in favour of the partners of the “Tirupati Construction” a partnership Firm, appointing to the partners as their constituted lawful attorney, empowering the partners stated therein and the said Development power of attorney is duly registered in the office of the Additional District Sub-Registrar, Howrah, on 01.11.2019 registered and incorporated in book no. I, CD Volume no.- 0502-2019, pages from 294778 to 294814, being deed no. 050208516 for the year 2019 in the said office,

AND WHEREAS by virtue of the said general power of attorney, the attorneys cum developer being authorized by the Owners, sanctioned a Building Plan from Zilla Parishad at Howrah being memo no. 106/032/HZP/P & dated 15/07/2022 in the manner of raising construction of (G+4) multi-storeyed building in the “FIRST” scheduled property mentioned and described hereunder.

AND WHEREAS by virtue of the said power of attorney, the Attorneys hereto constructed the proposed Multi-storeyed Building lawfully in the “FIRST” scheduled mentioned property containing self-contained residential flat, Garage, shop rooms etc. in the said Multi-storeyed building in the said property named as “SWASTIK” Apartment.

AND WHEREAS, the party hereto of the Second Part being satisfied with the Title deed and other documents has agreed to purchase a complete residential Flat in the said building, the particulars of the said residential flat is given as under.

A. The said Residential flat is located at **floor.**

B. **Flat No. is “....”**

C. **Super Built Up area is square feet.**

D. The consideration money to be paid by the party hereto of the Second Part to the party hereto of the Third Part against the average value of the aforesaid Flat on Super Built up area of @/- **per square feet, total value Rupees/- = (Rupees);**

AND WHEREAS the parties hereto of the First, Second and Third Part have unanimously agreed that after completion of the entire construction if it is found that area of the Flat is varied to less or Excess of the same, may be adjusted as per fixed rate (per sq. ft) accordingly.

TERMS AND CONDITIONS

1. That the consideration over schedule property is to be made by the party hereto of the Second Part.

2. That the Party hereto of the Third part will deliver the Flat to the Part hereto of the Second Part within the stipulated time of 24 months from this day provided that the party of the Second part will comply with the terms stipulated in this agreement with the party of the First part and Third part. In the event of delay in possession, the developer

will pay the compensation to the purchaser @ 12% interest per year for the amount deposited by the purchaser. The said compensation shall be similarly levied to the purchaser in the event of non-compliance of the terms of payment to be paid by the purchaser to the Developer as stipulated in the clause, under " Terms of Payment" the rate of late/non-payment, the purchaser shall/will be charged @ 12 % per year for the amount outstanding to Developers.

3. That in the event of cancellation of booking of residential flat 10 Percent of the amount deposited by the purchasers to the Owner/Developer as advance/progressive payment shall be treated as forfeited.

4. That the Party hereto of the Second part shall pay **Rs./- (Rupees)**, to the Developer for the purpose of installation of the electric transformer exclusive of the consideration amount.

5. That in the event of death of the party, hereto of the Second Part her /his/their legal heir/heirs shall be entitled to take the delivery of the above Flat after satisfying all the terms and condition mentioned in this Agreement.

6. That the entire registration of the B Schedule property will be done by the Advocate of the Developer.

SCHEDULE A - ABOVE REFERRED TO

ALL THAT piece and parcel of the Bastu land containing an area measuring about 05 Cottahs 02 chittaks 22 sq. ft.be the same a little more or less together with a G+4 Storied Building standing thereon,

comprised within Mouja - Bally, J.L NO. - 14, appertaining to R.S Dag Nos. 3028 under R.S Khatian No. 2866, at North Ghoshpara, under Police Station – formerly Bally at present Nischinda, District - Howrah, within the limit of Bally Nischinda Gram Panchayat, Pin Code No. 711227, and also within the jurisdiction of the District and Additional; District; Sub-Registrar, Howrah, within the Jurisdiction of District Sub Registrar and Additional District Sub Registrar at Howrah, Which is butted and bounded as follows:-

On the North: Property of Sri Santosh Ghosh;

On the South: Property of Smt. Ajanta Mukherjee.

On the East: 17 feet wide Panchayat Road;

On the West: Panchayat Drain.

“B” SCHEDULE (FLAT) ABOVE REFERRED TO

WITHIN ‘A’ SCHEDULE LAND a complete self-contained Residential Flat made with **Vitrified Tiles flooring, on the Floor bearing No. “...”** little more or less super built up area, aggregating **..... square feet** (including 20% of Super Built Up Area) and carpet area sq. ft, comprising of bed rooms, kitchen, bath, privy and balcony with lift facility together with all rights of use of common areas of building and undivided impartiable proportionate part and share of the land Lying comprised within Mouja - Bally, JL NO. - 14, appertaining to R.S Dag Nos. 3028 under R.S Khatian No. 2866, at North Ghoshpara, under Police Station - Nischinda, District - Howrah, within the limit of Bally Nischinda Gram Panchayat, Pin Code No. 711227, and also within the jurisdiction of the, District and Additional; District; Sub-Registrar, Howrah, of the First Schedule of the property above mentioned as shown in the plan annexed herewith

and Bordered “RED” colour therein with all rights of use of common areas of building.

THE PROPERTY IS BUTTED AND BOUNDED BY

On the North :

On the South :

On the East :

On the West :

‘C’ SCHEDULE (COMMON MAINTENANCE)

1. The cost of maintaining, replacing, white washing, painting, rebuilding, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, landing, staircase of the building structures, main water pipes with motor pumps, tube well and electrical wires, sewage, drains, transformer and all other common parts of the fixtures and fittings and equipment under or upon the building enjoyed or used in common by the occupiers thereof.
2. The cost of cleaning and lighting the main entrance passage, landings, stair case, main walls and other parts of the building and enjoyed or used in common by the occupiers thereof.
3. The salaries of caretakers, chowkidars, plumbers, sweepers etc., if employed.
4. The cost of working repairs, replacement and maintenance of lights, works including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes.
6. All electricity charges payable in common for the said building.

7. Such other expenses, including, printing and stationary as also all litigations expenses incurred in respect of any dispute with the Municipality or any other authority/Government/Insurance Company in relating to the same as deemed by the committee will be entrusted with the management and to up keep the said building.

"D" SCHEDULE (COMMON PORTION)

A. Common path, passages and main entrance to the premises and the building becoming boundary and main Gates.

B. Drainage, Sewerage, all pipes and other installations for the same except only those as are installed within the exclusive area of my unit and/or exclusively for its own use. Common living area (if any), low tension and/or high tension electrical installation and its room (if any) , all electrical wirings and other fittings excluding only those are installed with the exclusive area of any unit and/or exclusively for its use).

C. Stair case landings and/or midland on all floors of the building.

D. Water pumps, water pump rooms, water reservoir (save only those which are exclusively within and for use of any particular unit) in and/or to in respect of the building.

E. Such other common parts, areas, equipment, installations units in common with the co-owners including the roof and/or terrace for domestic use and parapet walls of the building.

"E" SCHEDULE

The common service as stated above shall be declared before the competent authority under West Bengal Apartment Ownership Act.1972 as amended up to date and after purchase, the purchasers of the all flat shall comply with the provisions of W.B.A.O. Act. 1972 as amended up to date in for in

compliance with the West Bengal Apartment Ownership (amendment) Act 2015 and its bye laws.

"F" SCHEDULE USEAGE OF THE COMMON PORTION OF THE FLAT

- a. To keep the flat and every part thereof and all fixtures and Fittings therein exclusively for the unit properly shall keep in neat and clean condition.
- b. To use the common portion and area quietly and peaceably only for the purpose of residence.

"G" SCHEDULE (THE PURCHASER SHALL NOT DO)

- a. To obstruct the Association after formation for maintaining any acts relating to common purpose.
- b. To violate any terms and conditions and rules and regulation for maintenance of the building.
- c. To injure/harm or damage the common portion or any other units of the building by making any alteration or withdrawing any support or otherwise.
- d. To carry and store any obnoxious, injurious, dangerous inflammable articles or things and also shall not use the unit for any illegal or immoral purpose.
- e. 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.
- f. To place or cause to be placed any articles or subject in common portions.

- g. To keep store any offensive, combustible, obnoxious, hazards or dangerous Article in the Unit/flat, or in or through the unit in the common portion.
- h. To put or to affix or draw any wires cables, pipes from and to/or through any common portion of the outside wall of the building or other flats.
- i. To keep any heavy articles or things which are likely to damage or cause to damage the floor or Operation of any machine or machineries other than home appliance.
- j. To Plant by storing earth on the roof and also shall not give any extra load either by erecting any wall inside the unit or by any means.
- k. To erect any construction on the roof of the said property.
- l. Shall not change the name of the Apartment, if any.

PROVISION

That any time hereafter and upon payment of all the dues of the party hereto of the SECOND PART and/or the Association and due observance and performance as hereunder and upon the terms and conditions as are on the part of the **PURCHASER** and performed by the **PURCHASERS** shall be entitled to transfer the said Unit(S) by way to of nomination sale, lease, mortgage charge let out or part with the possession of the unit(s) and the said undivided share of the land comprised in the portion and the common portion.

PROVIDED HOWEVER AS FOLLOWS

- a. That the party hereto of the First part shall/will not be a party to any such nomination, transfer, lease, mortgage, charge and /or letting out as aforesaid.
- b. That any such nomination transfer, lease mortgage, charge and/or letting out shall be subject to the terms and conditions contained in this agreement as are on the part of the purchaser to be paid observed and performed.
- c. That the purchaser shall/will pay the entire amount to be so increased by the Municipal Tax rates and taxes as may be the occasion due to the aforesaid.
- d. That the purchaser shall not for any reason whatsoever obstruct the party hereto of the Third party in completion or of construction of any part of the building notwithstanding any temporary inconvenience to the purchaser in enjoyment of the unit and the common portions.
- e. That the purchaser shall/will have taken and be deemed to have taken delivery of the Unit of the date of delivery and as from such date of deliver, the purchaser shall/will become liable to pay proportionate share of the common expenses in respective of when the purchaser taken actual delivery of the Unit.
- f. That the Registration of the said flat under the observance of the competent authority has to be done within 24 months from the date of this Agreement.

TERMS OF PAYMENT.

The Purchaser shall pay the total consideration of **Rupees/- = (Rupees),** as mentioned below:

1. 20% only on booking.
2. 20% only on completion of foundation.
3. 5% only on First Floor roof casting.
4. 5% only on Second Floor roof casting.
5. 5% only on Third Floor roof casting.
6. 5% only on Fourth Floor roof casting.
7. 15% only on completion of brick work.
8. 15% only on completion of inside plaster.
9. 10% only at the time of giving possession.

POSSESSION

Possession of the Flat shall be given on completion of the entire project at a time and said possession of Flat shall be given within 24 months from this day.

(BUILDING SPECIFICATIONS FITTINGS AND FIXTURE)

All construction work right from design and execution of structural work, sanitary, plumbing, electrical installation, fire-fighting arrangement etc, including the material used for the aforesaid work must be executed/done as provision stated under.

SPECIFICATION SCHEDULE

1. Vitrified flooring with six inches skirting, bathroom flooring – Vitrified, approx., Six Feet Wall Covered With Wall Tiles, kitchen – cooking platform Black Marble stone, top two feet glaze tiles above cooking platform.
2. Aluminium Sliding Windows with colour panel glass with standard accessories.
3. Concealed copper electric wiring with modular switches, bedroom three points each with one five Amp. Plug point. Hall – three points

with fifteen Amp. 2 nos. plug point, kitchen / bathroom, main gate / balcony – single point.

4. Inside walls and ceiling finished with Putty.
5. Laminated door frame and commercial flush doors, main door will be made of Laminated Plywood.
6. Brick Work – as per sanctioned plan.
7. Water supply – Concealed PVC pipe lines with one shower, two taps and one pan point with cistern point and two points in the kitchen.
8. Separate electric meter in the name of each owners at the costs and expenses of the Owner with calling bell for main door.
9. Extra work other than the above will be charged extra.

MEMO OF CONSIDERATION

RECEIVED Rs./- (Rupees) from the above named purchasers as an earnest money out of the total consideration money by Cash/Cheque on different following dates:

Date.	Mode.	Bank.	Branch	Cheque No.	Amount
TOTAL					

Signature of the Developer

IN WITNESS WHEREOF the aforesaid parties do hereinto set their respective hands and seal on the Day of, **2022** which is the date of the commencement of this agreement.

Signed sealed and delivered

In the presence of the Witnesses.

1.

Signature of the owner
(represented by constituted legal
representatives).

2.

Signature of the Purchaser.

Signature of the Developer

Drafted and prepared

In my office,

Advocate.

Bar Association Room No. 2

High Court Calcutta.