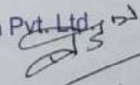


**AGREEMENT FOR SALE OF FLAT**  
**(WITHOUT POSSESSION)**

THIS AGREEMENT FOR SALE OF FLAT MADE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE  
YEAR TWO THOUSAND AND NINETEEN (2019).

Satyam Construction Pvt. Ltd.  
  
Director

**BETWEEN**

(1) SRI JAGAMOHAN BORAL, (PAN NO. AIBPB3948B) (Aged: 63 Years) son of late Shyamdas Boral, Indian Inhabitant, by religion Hindu, by profession Business, presently residing at Friends Library, Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, West Bengal, Pin Code 712103, (2) SMT. NANDITA BORAL, (PAN NO. AGVPB3838Q) (Aged: 55 Years) wife of late Krishna Das Boral (declared as Civil death), Indian Inhabitant, by religion Hindu, by profession housewife and (3) SRI SANDIPTA BORAL, (PAN NO. AMRPB3308H) (Aged: 34 Years) son of late Krishna Das Boral (declared as Civil death), Indian Inhabitant, by religion Hindu, by profession Business, both are residing at Friends Library, Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, West Bengal, Pin Code 712103, are hereinafter called the "**OWNER(s)**" (which expression shall unless excluded by or repugnant to the context mean and include all their heirs, legal representatives, assigns and successors) of the **First Part**.

**AND**

"**SATYAM CONSTRUCTION PRIVATE LIMITED**" a private limited company registered under section 18 (1) (A) of the companies act 1956 bearing (P.A.N. **AARCS3759E**), having Regd. Office 'Akash Apartment' 1<sup>st</sup> Floor, Gopalpur, P.O. Asansol- 4, P.S. Asansol ( south ), District Burdwan represented by its **Director(s)** (1) **SHRI BICHITRA RANJAN DAS**, Son of Late Brajendra Lal Das, of 434 Sarat Sarani, Olaichanditala, P.O. & Dist. Hooghly-712103 hereinafter called the "**DEVELOPER(s)**" ( which expression shall unless excluded by or repugnant to the context shall include all its successors, assigns, legal representatives and executors ) of the **Second Part**.

**AND**

\_\_\_\_\_  
(P.A.N. \_\_\_\_\_), \_\_\_\_\_  
PIN \_\_\_\_\_ by faith Hindu, Nationality Indian, by occupation \_\_\_\_\_ respectively  
called the '**PURCHASER(s)**' (which expression shall unless excluded by or repugnant to the context shall include all his/her/heirs, successors, assigns, legal representatives and executors) of the **Third Part**.

**HISTORY OF TITLE DEED(s) – FIRST PART****(1) SRI JAGAMOHAN BORAL**

WHEREAS the Schedule property, which is situated at Boralpara, Boralgali, Post. & Dist. Hooghly, P.S. Chinsurah, Mohalla-Boral Para, Ward No. 6 of Hooghly-Chinsurah Municipality, under Mouza-Bally, J.L. No. 9, previously belonged to one Benay Bhusan Boral, son of late Rishikesh Boral, who acquired by way of (i) Registered Patta Deed (Mokrari Settlement) being No. 456 of 1934, recorded in Book No. I, Volume No. 12, Pages from 67 to 68, registered with Sub-registry office Hooghly, on 05/03/1934, for an area of more or less 25 Hand X 9 of Hand length, from Mohar Lal Sen, (ii) Registered Sale Deed being No. 132 of 1934, recorded in Book No. I, Volume No. 12, Pages from 8 to 9, registered with Sub-registry office Hooghly, on 26/05/1934, for an area of more or less 1.5 Katha, from Sri Netai Ghosh, (iii) Registered Sale Deed being No. 1711 of 1937, recorded in Book No. I, Volume No. 30, Pages from 272 to 273, registered with Sub-registry office Hooghly, on 15/09/1937, for an area of more or less 1/0 Bigha, from Sri Monmatha Nath Dey, respectively. After acquiring the aforesaid property, said Benay Bhusan Boral, son of late Rishikesh Boral, was enjoying his right title and interested also mutated his name in the Revisional settlement records under Khatian No. 1206, 1207, 1208 & 1545 respectively.

AND WHEREAS said Benay Bhusan Boral, son of late Rishikesh Boral, had gifted to his son → Sri Shyamdas Boral, by way of Registered Gift Deed being No. 729 of 1960, recorded in Book No. I, Volume No. 8, Pages from 175 to 178, registered with D.S.R., Hooghly, on 03/02/1960, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206 & 1207, R.S. Dag No. 1315 and 1315/1512, for an area of more or less 0.078 Sahasransha, out of 0.143 acre.

AND WHEREAS after acquiring the Schedule property by way of aforesaid deeds said Shyamdas Boral, son of late Benay Bhusan Boral, mutated his name in the records of the concern B.L. & L.R.O. and paying Govt. Rent (Khajna) to concern authority and was enjoying his possession and right peacefully without any hindrances from any corner.

AND WHEREAS said Shyamdas Boral, son of late Benay Bhusan Boral, during his owning and possessing gifted the Schedule property to his son → Sri Jaga Mohan Boral, by way of Registered Gift Deed being No. 990 of 1992, recorded in Book No. I, Volume No. 13, Pages from 43 to 46, registered with A.D.S.R., Hooghly, on 24/02/1992, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206 & 1207, R.S. Dag No. 1315 & 1315/1512, corresponding to L.R. Dag No. 1600, for an area of more or less 0.078 Sahasransha, or more or less 04 Katha 14 Chittacks 0 Sq. ft.

AND WHEREAS after acquiring the Schedule property by way of aforesaid deed said Sri Jaga Mohan Boral, son of late Shyamdas Boral, mutated his name in the records of the concern B.L. & L.R.O. under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Holding No. 25/99/92, L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral) for an area of more or less 0.077 Sahasransha, under R.S. Dag No. 1315 corresponding to L.R. Dag No. 1600, Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Dist.

Hooghly, who also recorded his name from concern B.L. & L.R.O. Mogra-Chinsurah Block and Hooghly-Chinsurah Municipality and paying Govt. Rent (Khajna) and municipal taxes to concern authorities and enjoying his possession and right peacefully without any hindrances from any corner.

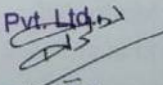
AND WHEREAS as per the records of concern B.L. & L.R.O., Mogra-Chinsurah Block, the Developer herein, with the intention to Develop over the Schedule Property of said Jaga Mohan Boral, the present owner, has inspected as per owner(s) proposal the landed property with building, Title Deeds, Documents, Rent Receipts, Tax Receipts, Nature of land and other papers and being fully satisfied by an approach of the present owner of the Schedule Property, to develop the same situated at Boralpara, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, under Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Ward No. 6, Mohalla-Boral Para, Holding No. 25/99/92, L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral) for an area of more or less 0.077 Sahasransha, under R.S. Dag No. 1315 corresponding to L.R. Dag No. 1600, Mouza-Bally, J.L. No. 9, P.S. Chinsurah, Dist. Hooghly, more fully described in the **FIRST SCHEDULE-A** below.

AND WHEREAS the Land owners and Developer hereto with an intention to develop the aforesaid property, on physical measurement and verification, by both the parties hereto, it has found and detected the actual area of property of the present owners stands as follows:-

Name of the owner	R.S. Dag No.	L.R. Dag No.	Area of property
Jagamohan Boral	1315, 1315/1512	1600	0.077 Sahasransha

**(2) NANDITA BORAL & SANDIPTA BORAL**

WHEREAS the Schedule property, which is situated at Bally, Boralgali, Post. & Dist. Hooghly, P.S. Chinsurah, Mohalla-Boral Para, Ward No. 6 of Hooghly-Chinsurah Municipality, under Mouza-Bally, J.L. No. 9, previously belonged to one Benay Bhusan Boral, son of late Rishikesh Boral, who acquired by way of (i) Registered Patta Deed (Mokrari Settlement) being No. 456 of 1934, recorded in Book No. I, Volume No. 12, Pages from 67 to 68, registered with Sub-registry office Hooghly, on 05/03/1934, for an area of more or less 25 Hand X 9 of Arms/Hand length, from Mohar Lal Sen, (ii) Registered Sale Deed being No. 132 of 1934, recorded in Book No. I, Volume No. 12, Pages from 8 to 9, registered with Sub-registry office Hooghly, on 26/05/1934, for an area of more or less 1.5 Katha, from Sri Netai Ghosh, (iii) Registered Sale Deed being No. 1711 of 1937, recorded in Book No. I, Volume No. 30, Pages from 272 to 273, registered with Sub-registry office Hooghly, on 15/09/1937, for an area of more or less 1/0 Bigha, from Sri Monmatha Nath Dey respectively. After acquiring the aforesaid property said Benay Bhusan Boral, son of late

Satyam Construction Pvt. Ltd.  
  
 Director

Rishikesh Boral, and he was enjoying his right title and interested also mutated his name in the revisional settlement records under Khatian No. 1206, 1207, 1208 & 1545 respectively.

AND WHEREAS said Benay Bhusan Boral, son of late Rishikesh Boral, gifted to his son → Sri Haraprasanna Boral, by way of Registered Gift Deed being No. 728 of 1960, recorded in Book No. I, Volume No. 8, Pages from 171 to 174, registered with D.S.R., Hooghly, on 03/02/1960, (i) under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206, R.S. Dag No. 1315 and Sabek Khatian No. 1207, R.S. Dag No. 1315/1512 for an area of more or less .044 Sahasransha, out of .143 acre, (ii) under Sabek Khatian No. 1208, R.S. Dag No. 1312 for an area of more or less 026 Sahasransha, out of .143 acre, and (iii) under Sabek Khatian No. 1545, R.S. Dag No. 1311/1570, for an area of more or less .010 Sahasransha, out of .143 acre. Total area of gifted property is = 0.080 Sahasransha.

AND WHEREAS after acquiring the aforesaid property, said Haraprasanna Boral, son of late Benay Bhusan Boral, gifted to his son → Sri Krishna Das Boral, by way of Registered Gift Deed being No. 711 of 1993, recorded in Book No. I, Volume No. 12, Pages from 15 to 20, registered with A.D.S.R., Hooghly, on 04/03/1993, (i) under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1206, R.S. Dag No. 1315 and Sabek Khatian No. 1207, R.S. Dag No. 1315/1512, for an area of more or less 0.044 Sahasransha, out of .143 acre, (ii) under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1208, R.S. Dag No. 1312 for an area of more or less 0.026 Sahasransha, out of .143 acre, (iii) under Mouza-Bally, J.L. No. 9, Ward No. 6, Mohalla-Boral Para, Sabek Khatian No. 1545, R.S. Dag No. 1311/1570, for an area of more or less 0.010 Sahasransha, out of .143 acre. Total area of gifted property is = 0.080 Sahasransha.

AND WHEREAS said Krishna Das Boral, son of late Haraprasanna Boral, residing at Bally, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, went missing since 26/12/1994. On 31/12/1994 Smt. Nandita Boral, wife of Krishna Das Boral, lodged a missing diary before the officer in charge of Chinsurah Police Station, Hooghly, but no trace of Shri Krishna Das Boral could be made in this regard.

AND WHEREAS subsequently, said Nandita Boral, wife of Krishna Das Boral, filed a Title Suit being No. 123 of 2006 before the Learned Civil Judge (Junior Division) 1<sup>st</sup> Court Hooghly, praying for declaration of Civil Death of her husband namely Krishna Das Boral.

AND WHEREAS by an order dated 12/12/2006 passed by Learned Civil Judge (Junior Division) 1st Court, Hooghly, was declared civil death of Krishna Das Boral, husband of Nandita Boral & father of Sri Sandipta Boral, and son of late Haraprasanna Boral.

AND WHEREAS the aforesaid property, which had been gifted by Haraprasanna Boral to his son Krishna Das Boral, devolved undivided property as equal share among (i) Nandita Boral and (ii) Sandipta Boral, as the legal heirs of the property of Krishna Das Boral, as per law of succession, since Krishna Das Boral (since deceased) has been declared as civil death, and accordingly Nandita Boral and Sandipta Boral mutated their names from the concern B.L. & L.R.O. and Municipality in the Record of Right and have been paying Khajna (Govt. Rent) and taxes to Hooghly-Chinsurah Municipality by enjoying their rights and possession without any hindrances from any corner.

AND WHEREAS the owners of the schedule property approached the above named Developer Company for the development of their joint party and for that handed over the relevant papers namely Title Deeds, Documents, Rent Receipts, Tax Receipts, Nature of land and other papers to the said Developer Company and on being satisfied, agreed for the same and further asked to handover the said original connected papers of the properties by way of constructing a multi-storied residential building with..... nos of flats for sale which is situated at Boral Para, Boralgali, Post. Hooghly, P.S. Chinsurah, Dist. Hooghly, under Mouza – Bally, J.L. No. 9, L.R. Khatian No. 5385 (in the name of Nandita Boral) and LR Khatian No. 6775 (in the name of Sandipta Boral), R.S. Dag No. 1570, comprising to L.R. Dag No. 1597 (Area 0.010 Sahasransha), R.S. Dag No. 1312 comprising of L.R. Dag No. 1598 (Area 0.026 Sahasransha), R.S. Dag No. 1512 comprising of L.R. Dag No. 1599 (Area 0.044 Sahasransha), under P.S. Chinsurah, Ward No. 6 of Hooghly-Chinsurah Municipality, Mohalla-Boral Para, Holding No. 137/98/91, Dist. Hooghly, more fully described in the **FIRST SCHEDULE-B** below

AND WHEREAS being satisfied with the properties the Land owners and Developer hereto with an intention to Develop the aforesaid property, on physical measurement and verification, by both the parties hereto, it has found and detected the actual area of property of the present owners stands as follows :-

Name of the owner	R.S. Dag No.	L.R. Dag No.	Area of property
Nandita Boral	1570	1597	0.005 Sahasransha
Nandita Boral	1312	1598	0.013 Sahasransha
Nandita Boral	1512	1599	0.011 Sahasransha
		Total →	0.029 Sahasransha

Name of the owner	R.S. Dag No.	L.R. Dag No.	Area of property
Sandipta Boral	1570	1597	0.005 Sahasransha
Sandipta Boral	1312	1598	0.013 Sahasransha
Sandipta Boral	1512	1599	0.011 Sahasransha
		Total →	0.029 Sahasransha

Total Area of land 0.058 Sahasransha (0.029 + 0.029)

Now Sri Jaga Mohan Boral, son of late Shyamdas Boral, is the present recorded owner and possessor of the **FIRST SCHEDULE-A** of the property and (1) Smt. Nandita Boral, wife of late Krishna Das Boral (declared as Civil death), & (2) Sri Sandipta Boral, son of late Krishna Das Boral (declared as Civil death), are the present recorded owners and possessors of the **FIRST SCHEDULE-B** Property, which have got the clear and marketable title and now they jointly want to make new multi-storied building over the First Schedule property by way of joint venture with a reputed financially sound developer and decided to handover the property to Satyam Construction Pvt. Ltd for necessary development.

AND WHEREAS the aforesaid Land Owner Sri Jaga Mohan Boral is absolutely seized and possessed of and otherwise well and sufficiently entitled to ALL THAT the piece or parcel of land under Mouza – Bally, J.L. No. 9, L.R. Khatian No. 6825 (in the name of Jaga Mohan Boral), R.S. Dag No. 1315 corresponding to L.R. 1600, for an area of land → 0.077 Sahasransha, (04 Katha and 10 Chattak and 23 sqft) Nature of land “Bastu”, TOGETHER WITH single storied pucca building twenty five years old of 900 Sq. ft., with Cemented floor, more fully described in First Schedule property hereunder written and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the aforesaid Land Owners Smt. Nandita Boral & Sri Sandipta Boral are absolutely seized and possessed of and otherwise well and sufficiently entitled to ALL THAT the piece or parcel of actual measured land under Mouza – Bally, Holding no 98/91, J.L. No. 9, Sabek Khatian No. 3436 (in the name of Haraprasanna Boral) which has divided in two Khatians i.e,

(i) L.R. Khatian No. 5385 (in the name of Nandita Boral) as follows:-

R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha  
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha  
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha

Total undivided Area of land → 0.029 Sahasransha

A N D

(ii) L.R. Khatian No. 6775 (in the name of Sandipta Boral) as follows :-

R.S. Dag No. 1570 corresponding to L.R. Dag No. 1597, Area 0.005 Sahasransha  
R.S. Dag No. 1312 corresponding to L.R. Dag No. 1598, Area 0.013 Sahasransha  
R.S. Dag No. 1512 corresponding to L.R. Dag No. 1599, Area 0.011 Sahasransha

Total undivided Area of land → 0.029 Sahasransha

Total undivided area of land more or less 0.058 Sahasransha, or more or less 03 Katha 08 Chittacks 06 Sq. ft., Nature of land “Bastu”, TOGETHER WITH single storied pucca building twenty five years old of 900 Sq. ft., with Cemented floor, more fully jointly described in “First” Schedule property hereunder written and hereinafter referred to as the SAID PROPERTY.

1. **Development Agreement:** In pursuant to the **Site Plan being No. S-344 (18-19)** dated **06/12/2018, Main Plan being no \_\_\_\_\_ Dated \_\_\_\_\_** from Hooghly Chinsurah Municipality, with the intension of developing and commercially exploring the said premises by constructing a multi-storied (G+3) building thereon and selling the flat(s) and other covered and open spaces therein flat(s), Garage(s), etc, the Owner(s) have entered in to an development or construction agreement date: 05<sup>th</sup> October, 2018 with the developer M/s. Satyam Construction Pvt. Ltd. (Development or Construction Agreement)
2. **Allocation:** By Mutual consent, certain Flats in the Said Building have been allocated to the **Owner(s)** (Owner's Allocation) and certain other flats in the said Building have been allocated to the **Developer** (Developer's Allocation) as per Development or Construction Agreement Dt: 5<sup>th</sup> October, 2018.

#### DESCRIPTION OF THE OWNER'S ALLOCATION

**LAND OWNERS ALLOCATION** (upto G+3) construction: Shall mean the total area of land is 0.135 acre as follows:- (i) Sri Jaga Mohan Boral = 0.077 acre + (ii) Smt. Nandita Boral = 0.029 acre + (iii) Sri Sandipta Boral = 0.029 acre.

(i) For Jagamohan Boral – He shall get a 3BHK flat Built up area of approx. 995 Sqft on the 2nd floor, South east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under his respective flat of approx 135 Sqft and others benefits as per Development or Construction Agreement registered under D. S. R. – 1, of Hooghly, Chinsurah, dated 05<sup>th</sup> October, 2018.

(ii) For Nandita Boral & Sandipta Boral shall get a 3BHK flat (Jointly) Built up area of approx. 955 Sqft on the 2nd floor, North east corner with normal fixture and fittings along with a four wheeler open parking space on the ground floor under their respective flats of approx 135 Sqft and others benefits as per Development or Construction Agreement registered under D. S. R. – 1, of Hooghly, Chinsurah, dated 05<sup>th</sup> October, 2018.

This also includes the water and electric connection and proportionate undivided share or interest in the said land the common rights and facilities and amenities such as staircases, lift, etc. of the said building to be enjoyed with other co-occupiers in the said proposed multi-storied (G+3) residential building/apartment as per present sanctioned of plan to be constructed upon the said land of the Owner(s) to be named as "**ELINA TOWER**".

#### DESCRIPTION OF THE DEVELOPER'S ALLOCATION

Other than the Owner(s) allocation as referred above the entire construction upto Fourth floor would be developer(s) allocation, and all parking spaces on the ground floor except the two nos of garages as mentioned above would be developer's allocation as per development agreement dt: 05/10/2018. The Developer(s) shall have every right to sell/transfer, Developer(s) allocated portion to any intending purchaser(s) except the Owner(s) allotted property/portion mentioned herein above.



For selling the Flat(s) comprised in the Developer's Allocation, the Developer has adopted a proposal. The Said proposal is based on the legal premises that (1) The land contained in the said premises is owned by the Owner(s) and hence Land Shares therein must be transferred by the Owners, (2) such transfer by the Owner is in consideration of the Developer bearing all costs for the construction of the owner(s) allocation and paying all other consideration to the owner(s), (3) Consequently, prospective purchaser(s) (Intending Purchaser's) and nominees of the developer and would have to pay all consideration for the land share to the developer and not to the owner, (4) The flat(s) comprised in the Developer's allocation belong to the developer as they have been constructed by the Developer at the Developer's own cost and hence, they shall be transferred by the Developer, (5) To give perfect TITTLE to the intending buyer(s) the owner(s) and the developer should jointly enter in to an agreement with the intending Buyer(s) where under the Owner(s) (accepting the Intending Buyer(s) to the nominees of the developer(s)) would agree to sell the land shares to the intending buyer(s) and the Developers to agree to sell flat(s) comprised to the Developers Allocation to the Intending Buyers and (6) The Consolidated consideration payable by the intending buyer(s) (for the flats and the land share would be received entirely by the Developer(s).

#### ALLOTMENT

AND WHEREAS the Buyer/Purchaser(s) hereof having been satisfied with the free and unencumbered title of the Seller/Vendor(s) herein as per documents produced before them and also being satisfied with the proposed/existing construction, erection and development of the subject Space/Flat situated and lying at and upon the said premises described in **First Schedule** property hereunder written and offered to the Seller/Vendor(s) herein a proposal for purchasing, owing, occupying, seizing and possessing the one residential flat being no "3B" (South-East Corner) on 3<sup>rd</sup> floor, 1244 Sqft (SBU) approx, consisting of Three bed room(s), One drawing cum dining room, one Kitchen, Two Toilet/Bathrooms (One Attached), Two open Balcony, (morefully described in SECOND SCHEDULE of the Property herein below) as highlighted in the main plan of "ELINA TOWER", at the rate of Rs. 2250/- per sqft amounting to Rs. 27,99,000/- (Rupees Twenty Seven Lakh Ninety Nine Thousand) only plus applicable GST, and an open four wheeler parking space having area of approx. 135 sqft on the ground floor with an additional consideration of amount of Rs. 2,00,000/- (Two lakh) only plus applicable GST and having considered the said as fair and equitable market price, the Buyer / Purchaser(s) has paid an advance of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only by Account Payee Cheque no \_\_\_\_\_ dated \_\_\_\_\_ drawn from Allahabad Bank \_\_\_\_\_ branch, towards booking money. However, the Purchaser/Third Part further required to be paid any other taxes like works contract Tax, V. A. T. if any other tax and imposition levied by the State Govt. / Central Govt. or any other authority or body on the developer from time to time.

#### NOW THIS DEED WITNESSTH AS FOLLOWS.

In consideration of mutual understanding in between the Second Part and Third Part, the Second Part and Third Part do enter into this Agreement for sale and do hereby bind them and covenant as follows:

1. That the total price of the **said flat** together with allied jobs (as per specification given below) settled at more or less of Rs \_\_\_\_\_/- (Rupees Thousand) only (**Plus Applicable GST**).
2. That out of the aforesaid price, the **Third Part** has paid a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only to the **Second Part** as a booking price/advance money (receipt of which

has already been issued to the **Third part**) for booking of the **said flat** and the **Third Part** will pay the total amount in the following manner as per progress of work of the said property and on demand from the **Second Part**.

- |  |                           |
|--|---------------------------|
| a. At the time of booking                      | : 10 % (Paid Rs. _____/-) |
| b. On the Ground Floor casting                 | : 10%                     |
| c. On the 1 <sup>st</sup> Floor casting        | : 15%                     |
| d. On the 2 <sup>nd</sup> Floor casting        | : 15%                     |
| e. On the 3 <sup>rd</sup> Floor casting        | : 15%                     |
| f. On the 4 <sup>th</sup> 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        | : Balance amount in full. |

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

#### TERMS AND CONDITIONS

- I. That the construction over Schedule "A" property is to be made by the party hereto of the Second Part and the particulars of construction generally mentioned in the brochure attached herewith and the same do form a part and parcel of this agreement for sale.
- II. That the **Second Part** reserve the right to cancel the allotment if the dues exceeds Rs. 1,00,000/- (Rupees one lakh) only at any relevant point of time.
- III. In case of cancellation by the **Second Part**, due to force majeure or any reason beyond the **Second Part** control no cancellation charges shall be paid. The amount so deposited by the **Third Part** shall be refunded in due course without any interest.
- IV. That the party hereto of the Second Part will deliver the flat to the party hereto of the third part within 31<sup>st</sup>, December 2020, provided that the party of the Second Part will comply with the terms stipulated in this agreement with the Party of the Second part. **However**, the completion date may be extended by 6 (six) months (**Extended period**) at the option of the **Second Part**.
- V. That it be mentioned herein, that the **Third Part** shall be bound to complete the process of registration of Sale Deed and take possession of the **said Flat** within 30 days from the date of