

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this the _____ day of _____

BETWEEN

MESSERS SUMERU SUPPLIERS AND TRADERS PVT. LTD. (PAN-_____) represented by its Director SRI ATUL CHANDRA GHOSH, son of Late Abhay Charan Ghosh, by faith Hindu, by occupation Business, having its office at 68, Shibpur Road, P.S. Shibpur, Dist: Howrah hereinafter called the LANDLORD/ OWNER (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, assigns etc.) being represented by his constituted attorney Sri Avijit Ghosh, son of Late Gopal Chandra Ghosh, by faith hindu, by Nationality Indian , by occupation business , residing at 59, Dharmtala Lane, P.S. and P.O.- Shibpur, District-Howrah of the **FIRST PART.**

AND

MR. _____, (PAN-_____) son of Mr. _____ by faith Hindu, by Nationality Indian, by occupation-service, permanent address at 162, Sarat Chatterjee Road, 1st floor, A-Block, Flat no.-102, Shibpur, Howrah-711102, and hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context include his heirs, executors, assigns, administrators, legal representatives etc.) of the **SECOND PART**.

AND

MESSERS MANGLA GAURI CONSULTANTS PRIVATE LIMITED, (PAN-AABCM7670E) a registered private limited company having its registered office at 46A/33/3, Shibpur Road, Police Station Shibpur, District Howrah, represented by one of its directors **SRI AVIJIT GHOSH**, son of Late Gopal Chandra Ghosh, by faith Hindu, by occupation Business residing at 59, Dharmatala Lane, Police Station Shibpur and District Howrah hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context include its heirs, executors, assigns, administrators, legal representatives etc.) of the **THIRD PART**.

WHEREAS at all material point of time one Pulin Bihari Halder, now deceased, was the owner of the mokorari mourashi bastu land with pucca structure standing thereon measuring altogether **24 kathas 6 chittaks** comprises within Howrah Municipal Corporation holding no. **37, 37/1, and 37/1/3, Kshetra Banerjee Lane**, Shibpur, Howrah-2 under ward no. 37 be the same a little more or less within the jurisdiction of District Registry and Sub-registry Howrah.

AND WHEREAS the said Pulin Bihari Halder got the aforesaid properties by virtue of a registered Deed of Partition executed between his other co-sharer, Sri Bankim Chandra Halder.

AND WHEREAS afterwards the said Pulin Bihari Halder sold away the entire property measuring **24 kathas 6 chittaks** by a registered deed of sale dated 11/08/1943 to one Banerjee, Samanta, Mondal & Co. being a partnership firm having their respective shares and interest as mentioned in the said deed of sale.

AND WHEREAS thereafter disputes and differences arose between the partners of the aforesaid partnership firm and in consequence to

that one of the partners Birendra Nath Samanta instituted a civil suit before the court of the Learned First Sub-Judge Howrah being T.S. 17 of 1947 against the other partners, namely Monoranjan Bandopadhyay & others and Jugal Kishore Mondal, Kenaram Daw, Smt. Henarani Majhi and Smt. Subhashini Samanta & others. Subsequently the said suit was compromised declaring the respective share of the partners in the aforesaid partners and the said partnership was dissolved by a compromised decree dated 03/02/1956 passed by the learned Court.

AND WHEREAS the said Monoranjan Bandopadhyay & others sold away their allotted share to Sri Hiralal Mondal and Pannalal Mondal by virtue of a registered deed of sale duly registered in Deed No. 5655 dated 26th December, 1956.

AND WHEREAS thereafter the said Smt. Subhashini Samanta and Smt. Henarani Majhi sold away their settled share in the property measuring **1 katha** to Sri Jugal Kishore Mondal and Sri Hiralal Mondal by virtue of a registered Deed of Sale duly registered in Deed No. 2209 dated 18th March, 1968.

AND WHEREAS again the said Subhashini Samanta and Henarani Majhi sold away jointly their respective share in the aforesaid property measuring **8 chittaks** to Sri Pannalal Mondal by virtue of a registered Deed of Sale duly registered in Deed No. 2210 dated 17th March, 1968.

AND WHEREAS again one of the partners Sri Kenaram Daw executed a registered Deed of Gift in respect of his share measuring **13 chittaks** out of the aforesaid property to one Smt. Smritikana Mondal by virtue of a registered Deed of Gift duly registered in Deed No. 4889 dated 17th August, 1967.

AND WHEREAS thereafter one Hiralal Mondal and Pannalal Mondal along with Birendra Nath Samanta now deceased and other co-sharers mutated their names in the record of Howrah Municipal Corporation separately in respect of three separate holdings which is now known as an individual unit being Holding no. 37, 37/1 and 37/1/3, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah out of which the measurement of holding no. 37 has been shown as **14 kathas 8 chittaks 12 square feet**, measurement of holding no. 37/1 has been shown as 7

kathas 4 chittaks 23 square feet and measurement of holding no. 37/1/3 has been shown as **3 kathas**.

AND WHEREAS in the mean time a land measuring **9 chittaks 13 square feet** be the same a little more or less out of holding no. 37, Kshetra Banerjee Lane, have been acquired by the H.R.B.C. against L.A. case no. 291 II (II) (12) of 76-77.

AND WHEREAS thereafter the entire measurement of the aforesaid three holdings reduced to **23 kathas 12 chittaks 32 square feet** more or less from **24 kathas 6 chittaks** and the present vendors are now the lawful owners of the aforesaid property.

AND WHEREAS due to some financial reasons one Hiralal Mondal and Pannalal Mondal sold away their undivided share wherein Hiralal Mondal owned and possessed **3 kathas 1 chittaks 31 square feet** being the part of his share and Pannalal Mondal owned and possessed **3 kathas 3 chittaks 15 square feet** being the part of his share which amounts to altogether **6 kathas 5 chittaks 1 square feet** out of premises no. 37, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah along with R.T. Shed structure standing thereon be the same a little more or less as described in schedule hereunder to the party of the First Part vide a registered Deed of Sale registered in Book No. I, C.D. Volume No. 32, Pages 8118 to 8132, Being No. 11172 for the year 2009 dated 6th November 2009.

AND WHEREAS thus the party of the First Part became the sole and absolute owner of the property situated lying at 37, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah more fully and particularly described in the Schedule hereunder.

AND WHEREAS thereafter a Deed of amalgamation was executed and registered in the Office of A.D.S.R. at Howrah and recorded in Book No. I, Volume No. 6, pages from 1 to 20, Being No. 01169 for the year 2010 dated 10.03.2010 wherein the aforesaid property has been described in Schedule D and marked in colour RED in the plan annexed to that Deed and the holding number has been renumbered as amalgamated holding No. 37/1, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah.

AND WHEREAS the party hereto of the third Part on the request and approach of the Party of the First Part has agreed to develop

the property as per the sanctioned plan which would be sanctioned by the Howrah Municipal Corporation.

AND WHEREAS the owner herein to get more profit from the said property, the owner/ First Party is desirous to construct new masonry building upon the "A" Schedule mentioned property and herein after called the said property , but due to lack of experience in the line of construction the First Party was in search of a good, experienced and financially capable Developer who could do the needful construction on the said property;

AND WHEREAS the party hereto of the third Part on the request and approach of the party of the First Part have agreed to develop the said property as per sanction plan.

AND WHEREAS the party of the First Part and the Party of the Third Part entered into a registered joint venture agreement on the 25.07.2013 for developing the "A" schedule property which was registered in the Office of A.D.S.R. at Howrah and recorded in Book No. I, Volume No. 13, pages from 3139 to 3158, Being No. 06190 for the year 2013.

AND WHEREAS to specify the power conferred upon the Developer with the right to proceed with the construction and to sell the said flats to the intending buyers with rights to accept advances from them in connection with the sales, the said Owner has executed, registered and granted one instrument of Power of Attorney in favour of the developer above named appointing him the Constituted Attorney on 25.07.2013 which was registered in the Office of A.D.S.R. at Howrah and recorded in Book No. I, Volume No. 13, pages from 3174 to 3193, Being No. 06191 for the year 2013.

AND WHEREAS on the basis of such Power conferred upon the Third Part, the Developer proceeded with said construction work and on preparation of a building plan, which was duly sanctioned by the Howrah Municipal Corporation vide B.R. No. BRC-35/14-15 of ward -33. of Borough-iv dated 02/07/2014 and the construction work is proceeding as per the said plan.

AND WHEREAS the proposed building is to be constructed as per the strict pursuance of the said plan sanctioned by the Howrah Municipal Corporation but the Developer reserves his right to make such changes in the design and specifications of the proposed building and in its total lay out as may be found beneficial and necessary for which no prior approval of the Purchaser or the vendor remains necessary.

AND WHEREAS the Purchaser mentioned herein approached the Developer with a view to purchasing a flat/apartment in the said building and the Purchaser has also inspected the instruments and other documents of the title of the said Owners in the said property and that of the propriety of the Developer to develop the said "A" schedule property and has satisfied himself after perusing the documents and making proper enquiries at the relevant places as to the free and clear title of the said Owners in and that of the absolute and lawful propriety of the Developer to develop the said "A" schedule property.

AND WHEREAS the Purchaser has also inspected the Sanctioned Plan and the specifications of the said building, as kept in the office of the Developer and is totally satisfied as to the same and is also aware of the Developer's intention to construct further floors on the proposed building, in due course of time and the intentions to develop the other areas in the said premises and to which the Purchaser has no objection.

AND WHEREAS the Developer has also informed the Purchaser that in fulfilling the conditions set forth in the present agreement the Developer and the Owners shall be ready to register necessary Deed(s) of Conveyance in favour of the Purchaser subject to their making payment of all costs and Duties and Fees in that connection.

AND WHEREAS it has also been made clear by the developer that he shall continue to be at liberty to sell, lease out, transfer in any manner at his own discretion the other flats/apartments and other portions of the said building under construction which comes

under his allocation in terms of the said agreement and which is not agreed to be sold by virtue of this agreement, without any objection whatsoever from the part of the Purchaser.

AND WHEREAS the Purchaser having expressed their intention to purchase and the Developer having agreed to sell the flat/apartment being No. _____ in the 3rd floor, north-east side, of the said building being constructed on the "A" Schedule property, measuring about 1200 **square feet** (approximately) be the same a little more or less inclusive of 25% super built up area more fully described in the 'B' Schedule below and hereinafter referred to as the said flat at a consideration of Rs. _____ =00 (Rupees _____ only) including super built charges and excluding G.S.T. applicable according to law. The terms and conditions envisaged hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS DEED AS FOLLOWS:

1. That the developer will have his right to construct the said building as per the sanctioned plan with such specifications and/or modifications as may be deemed necessary and the Developer shall have the right to change or alter the same as per the approval of the Howrah Municipal Corporation and the Purchaser shall have no right to object or obstruct the same.
2. That the Developer shall construct the said building and shall provide fixtures and fittings of the general standard quality as far as possible in the manner as described in the Schedule 'C' below.
3. That the purchaser agreed to purchase one residential flat bearing no. ___ in the building under construction situated in the 3rd Floor measuring about _____ **square feet** (approximately) be the same a little more or less inclusive of super built up area (about) and more fully described in the 'B' Schedule below and hereinafter referred to as the said

flat at a consideration of Rs. _____ (Rupees _____ only) including super built charge, and excluding G.S.T. applicable according to law. Rs. _____=00 (Rupees _____ only) has been paid with the execution of this agreement as Earnest Money including G.S.T. (Rs. _____/- for flat and Rs.60000/-for G.S.T.) and the balance as per the payment schedule :

01. 10% initial amount out of total cost value.
 02. 20% of the total cost at the time of ground floor casting
 03. 20 % of the total cost at the time of R.C.C.casting.
 04. 20 % of the total cost after completion of brick work and inside plaster.
 05. 15 % of the total cost after fixing door, windows and completion of putty.
 06. 15 % of total cost at the time of possession.
4. That the super built charges relating to the hall described in the "B" Schedule below shall be included within the floor area and the same would be adjusted from the total area.
 5. That the price stated above shall not include documentation charges e.g. Stamp Duty, Registration Fees, Advocate's Fees and other expenses and these additional charges shall have to be borne by the Purchaser in due course of time. All such documentation and registration shall be done under the supervision of the Advocate engaged by the developer.
 6. That with regard to deposits to be made with the CESC and other authorities, the Purchaser will have to bear those in proportionate share with the other flat occupiers. For separate electric meter the purchaser will pay as applicable to the developer as necessary charges for electric meter of 0.60 KW volts.
 7. That at any time before the delivery of possession of the hall, the Developer reserves right and option to execute a separate Deed of Conveyance for transfer of the proportionate undivided interest and share in the said land apportioning the

total consideration amount into the value of the undivided share of land and the value of the cost of construction of the flat together with the additions and alterations therein if any. The Purchaser agrees to cooperate with the Developer in this regard.

8. That the Purchaser shall pay the balance of the price of the construction strictly according to the terms fixed herein. In default the Developer may enforce his right to rescind the contract and it may enter into agreement to sell the flat described in the "B" Schedule below with any other person intending to purchase the same. In case of the Purchaser's failure to pay the consideration as agreed, the present agreement shall automatically stand cancelled but on due cancellation of the agreement for sale the developer will return the advance amount to the Purchaser on deduction of 10% of the advance amount paid to the developer.
9. That notwithstanding anything contained in this agreement, the Terrace, open areas, roof including the parapet walls shall always be the property of the Developer and shall remain under exclusive control, use, possession, enjoyment and ownership of the Developer and this agreement with the purchaser and all other Purchaser and other occupiers of the flats in the said building shall be subject to the aforesaid right of the Developer, who shall also be entitled to use or allow the user of the said portions for any legal purpose at the discretion of the Developer including that of displaying advertisements, sign boards or neon signs. However, the Purchaser shall have the easement right over the roof and open spaces.
10. That the Developer will have the absolute right to raise further construction or put additional construction on the said premises without any time limit up to any height permissible by the Howrah Municipal Corporation and the decision of the Developer in this regard shall be final and it would remain binding upon the Purchaser. Such additional construction shall be the sole property of the Developer and he shall have the right to dispose the same in manner he finds

suitable and to that the Purchaser shall not be entitled to raise any objection or obstruction.

11. That for the purpose of raising such further constructions the Developer will have the right to remove, shift or substitute the overhead water tank, reservoir, Television antennas or other items and equipments and to that effect the Purchaser shall not interfere in the matter but at all material the Developer undertakes to substitute the said facilities and re-build the same at its own cost and not to disturb the peaceful enjoyment of the flat bought by the Purchaser.
12. That the Developer reserves the right to connect the sanitary pipes, water connections in respect of the further constructions as may be made by it with the existing connections and the intending buyers of the said later constructed portions will enjoy all the self same right and privileges as shall be enjoyed by the present Purchaser and other flat owners in the common portions together with the sanitary lines, septic tanks, water lines, other fittings and fixtures and other common portions that are appurtenant to the presently proposed construction in the said property.
13. That the Purchaser will not create any obstructions, interruptions or objections in the constructions of the said building and that of the additional constructions therein nor the Purchaser will have any right whatsoever over the building except the flat described in the B Schedule below and the staircase leading to the said flat and certain other common portions as described in the **Schedule 'E'** below though the Purchaser shall never have the right to obstruct or create any hindrances or interference to the common portions.
14. That until and unless the entire amount of consideration is paid as per the terms; the Developer will have no responsibility to hand over the delivery of possession of the said flat to the Purchaser. The Purchaser shall have to perform all the terms and conditions and covenants agreed by the parties hereto. Similarly the Purchaser shall not be

liable to pay the developer the payment in terms of this agreement if there be any delay or defect of construction work, whereas the Purchaser shall have to satisfy the Developer for such delay scientifically and with proper reasons.

15. That subject to the terms envisaged herein the possession of the said flat shall be delivered to the Purchaser no sooner than the same is ready, which under the present Schedule of Construction is expected to be completed within specific **months** from the date of execution of this Agreement and the Purchaser agrees to accept the same without being entitled to any compensation for the delay if any, may occur due to non availability of materials or any act of God e.g. natural calamity, earth quake, flood etc or out break of War or by restrictions imposed by Court or the Government or Howrah Municipal Corporation or Public authorities or due to any other reason beyond the control of the Developer.
16. That both the parties shall extend at the appropriate time their fullest cooperation to form a Society or Company of the flat owners for maintenance of the building as early as possible. The maintenance costs shall include the Service Charges along with all ancillary costs to be borne by the Purchaser with the other flat occupiers in proportionate measuring. The Developer will have the right to take necessary steps in case of the Purchaser's failure to comply with the formalities of bearing the costs of Service Charges by the Purchaser.
17. That the Purchaser undertakes to use and utilize the said flat in accordance with the law and to use the same for the purpose it has taken.
18. That the Purchaser also undertakes not to cause any hindrance and interference with the other flat owners in the said building.
19. That the Purchaser undertakes to execute, file and register all declarations, deeds and things as shall be necessary from time to time for and in relation to the

flat/apartment and shall furnish all the requisite papers and information and shall comply with the legal formalities from time to time as may be required or necessary for any reason including payment and discharge of all tax liabilities in connection with the said flat or the whole building in proportionate share with other flat owners in that building.

20. That the Developer shall have his right to the owned portion of him as stated earlier.

21. That the Purchaser undertakes to deposit the requisite amounts for Stamp Duty, Registration Fees, along with incidental legal expenses with the Developer before the delivery of possession of the said flat for necessary transfer of the title in the said flat in favour of the Purchaser. That if after the delivery of the possession of the said flat to the Purchaser, the building is acquired by the Government for any reason whatsoever or any acquisition proceedings are started in respect of that property, the Developer will have to move the matter for and on behalf of all the flat owners/buyers of the flats and in that case after release of the same the Deed of Conveyances will be executed and registered. But in case of non-dropping of the proceedings, the compensation will be distributed amongst the flat owners/buyers of the flats save and except the adjustment of the Developer's portion.

22. That if before the delivery of the possession of the said flat to the Purchaser, the building is acquired by the Government for any reason whatsoever or any acquisition proceedings are started in respect of that property, the Developer will have the right to disburse the compensations received to the buyers of the flats according to their proportionate share of deposit.

23. That in such event of acquisition the Purchaser and other buyers of the flats shall irrevocably authorize the Developer to receive the compensation payable for the said flat or the entire premises with absolute liberty to pay out of the same to the Purchaser and other buyers of the flats in the manner

described in the preceding paragraph whichever is beneficial to all buyers of the flats having regard to their respective contribution to the prices.

24. That the Developer will have the right to form a Society or Company for the necessary management of the entire building and to that effect the Purchaser agrees to cooperate with the Developer.
25. That after the delivery of possession of the said flat to the Purchaser, the Purchaser shall remain liable to pay the common expenses for upkeep and maintenance of the common parts, services and privileges appurtenant to the said flat, as listed in the Schedule 'E' below, to the Society or Company as will be formed in proportion to the Purchaser's area of occupation in the said building. The details of such common expenses are listed in the Schedule 'F' below.
26. That the General Terms and Conditions of this agreement are listed in detail in the Schedule 'D' below.
27. That all the disputes in between the parties hereto with regard to the construction of the building and the terms of this agreement will be referred to the Joint Arbitrators, one each to be appointed by the Developer and the Purchaser as per the prevailing statute and rules of Arbitration.
28. That the parties hereto join hands in consideration of each of the parties having full sense thereof and they agree to comply the terms of this agreement accordingly in time..

SCHEDULE "A" ABOVE REFERRED TO

(Description of the entire property)

ALL THAT the piece and parcel of mokorari mourashi homestead land measuring about **6 Kathas 5 chittaks 1 square feet** being the undivided share along with pucca structure situated at Howrah Municipal Corporation Ward No. 37, holding no. **37/1, Kshetra Banerjee Lane, Shibpur, Howrah-2** corresponding to Dag no. 351, 347 and 40 under Khatian no. 201 and 289 within Sheet no. 98 and 97 of Mouza Shibpur as shown in colour **RED** in the plan annexed out of

which undivided 1 **chittak** of land is being exchanged with the property as described in **Schedule B** being butted and bounded by:-

On The North : 31, 32 and 36 Kshetra Banerjee Lane and then
H.R.B.C. approach Road.

On The South : 37/1, Kshetra Banerjee Lane.

On The East : Kshetra Banerjee Lane.

On The West : 37/1/2 and 39, Kshetra Banerjee Lane.

SCHEDULE B

(Description of the flat/apartment proposed to be sold to the
Purchaser)

ALL THAT the Flat on the 3RD floor (North-East side) of the building as described in the "A" Schedule property at 37/1, Kshetra Banerjee Lane, Shibpur, Howrah-2 under Howrah Municipal Corporation Ward No. 37, having an area measuring more or less _____ square feet (including super built up area) consisting of ___ Bed Rooms, Open Kitchen-living ,dining and 2 toilets, Balcony ,Lobby . **being Flat No. _____** along with proportionate share of land underneath the building, with all common spaces, areas, services, amenities and privileges etc and the Flat is butted and bounded as follows :-

On the north: _____
On the south: _____
On the east : _____
On the west : _____

SCHEDULE C

(Technical specifications and fittings and fixtures to be included
in the flat)

1. *Vitrified tiles flooring within 6 inches skirting.*
Bathroom flooring: Antiskid tiles with 6 inches skirting with 6 feet high glazed tiles.
Kitchen: Cooking platform black stone top and 4 feet glazed tiles above cooking platform.

2. Aluminum sliding windows with glass handles and grill.
3. Concealed electric wiring:
 - Bedroom - 5 points each with one 5 Amp. plug point.
 - Hall - 3 points with 15 Amp. plug point.
4. Inside walls and Ceiling finished with Plaster of Paris.
5. Wooden door frame and commercial flush doors, main and balcony door will be of wood.
6. Brick Work: 8 inches outside, 5 inches Partition of flat and 3 inches inside partition.
7. Water supply: Concealed water pipe line with one shower, one tap water and one at the pan with cistern point in bathroom and two points in kitchen and geyser point in two bathrooms.
8. Lift facility: - lift facility available.

SCHEDULE D

(General terms and conditions)

1. That the Developer shall have the right to effect suitable and necessary variations, modifications and alterations in the plan, design and specifications of the building as may be deemed fit and proper by the Developer or his authorized engineer or as may be directed by any competent authority.
2. The price of the "B" Schedule flat shall be arrived at on the basis of the super built up area, i.e. covered area of the flat along with pro rata share of the common areas as decided by the authorized engineer of the Developer.
3. It shall be incumbent on the Purchaser to comply with the terms of payment and other terms and conditions of this agreement failing which this Agreement of Sale shall stand cancelled and the Purchaser shall be left with no right in the flat in any manner whatsoever and the discretion to deal with the flat shall remain solely with the Developer. However, the total amount attributed to the said flat by the Purchaser to the Developer shall be refunded on deduction of 10% along with interest.

4. That the registration of the necessary Deed of Sale shall be governed as per the laws and statutes prevailing and applicable in West Bengal.
5. That the Stamp Duties and other fees and incidental expenses shall be borne by the Purchaser.

SCHEDULE E

(Common utilities, services, portions, amenities and privileges available to the Purchaser)

1. Common lobby and/or passage on the ground floor exclusive to the residential portion.
2. Water pump, water tanks and the pipe connection and other common pumping installations.
3. Drains, sewerages and fittings and fixtures of sanitary matters adjoining the septic tank.
4. Pump house.
5. Meter room.
6. Main gates and boundary walls.
7. Electrical equipments, e.g. transformer (if required to be installed), electrical wirings in common spaces, Generator (if required to be installed) and other fittings.
8. Underground water reservoir and its fittings.

In case of the Developer's requirement to raise further construction, he will be entitled to use the said common facilities to adjoin the newly raised portions with the existing common facilities without any objection or hindrance from the Purchaser and in that case the Purchaser shall have no preferential right or shall not claim any shortage of such utilization of the common facilities/services from the Developer or his agent or any other person who would occupy the newly constructed portions or any part thereof.

SCHEDULE F

(Common Expenses to be borne by the Purchaser in proportionate share of occupation)

1. All costs of maintenance operation, replacement of any essential component or items, white washing, painting, re-building, reconstructions, decorations, redecorations and lighting the common areas and spaces and the outer walls after the possession is given.
2. The salaries of all the persons employed for the above-mentioned purpose.
3. All charges, expenses and deposits for obtaining essential services of supplies in common with other flat owners and users of those facilities.
4. Costs and charges of space and establishments for maintenance of the building and for the watch and ward staffs.
5. The expenses for contesting or instituting any litigation relating to the maintenance of the building and for protection of the building and relating to disputes regarding claim or demand etc. from the Howrah Municipal Corporation and other local authorities.
6. The office expenses for running an office for common purpose.
7. All other expenses and outgoings as per demand by the Developer that may be necessary or incidental for the regularization of the interest of the Purchaser and other flat buyers in that building and for protection of their rights.

All the aforesaid expenses will have to be borne by the Purchaser and other flat buyers in that building on and from the date of notice as to the completion of the flat for taking possession of the same by the Developer. With regard to the unsold flats, if any, the Developer's decision will be final.

MEMO OF EARNEST MONEY

Received a sum of Rs. _____=00 (Rupees _____ only) from the Purchaser for flat and Rs. _____=00 (Rupees _____ only) for G.S.T. ,in the manner as follows :-

Date	Cheque No.	Drawn on	Amount
_____	_____	_____	_____/ - -----
		Total Rs.	_____/ - =====

IN WITNESS WHEREOF the parties to this Deed of Agreement have put their respective signatures on this Deed on the date, month and year first written above.

Signed and delivered in presence of the following **Witnesses:**

Signature of the Owner

Signature of the Purchaser

Signature of the Confirming
Party

Drafted by me.

Advocate.

Typed and printed by: