

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (Two Thousand Twenty)

**BETWEEN**

1) **SRI SANTOSH KUMAR MUKHERJEE, PAN – AWYPM0792R**, son of late Panchanan Mukherjee, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at 25/7/1, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas & 2) **SMT. BANI CHAKRABORTY, PAN – ATRPC2846C**, wife of Sri Naresh Chandra Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at 155, Mahatma Gandhi Road, holding No. 25/7, Barada Sarani, P.O. Haridevpur, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, District South 24 Parganas, hereinafter called and referred to as the “**OWNER**” represented by their constituted attorney “**M/S.BALAJI**”, a Proprietorship firm, having its registered Office at 353/3A, Mahatma Gandhi Road Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, represented by its Proprietor **SRI SANJAY AICH, PAN – AGEPA 9773G**, Son of Sri Nemai Chandra Aich, by faith Hindu, by occupation Business, nationality Indian, residing at 353/3A, Mahatma Gandhi Road, Post Office Haridevpur, Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, by virtue of a Power of Attorney registered before the office of DSR – II Alipore and recorded in Book No. I, Volume No. 1602-2016, Pages 197020 to 197040, Being No. 160206777, for the year 2016 (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

\_\_\_\_\_ PAN – \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, son/wife/daughter of \_\_\_\_\_, by faith \_\_\_\_\_ by Nationality Indian, by occupation \_\_\_\_\_, residing at N \_\_\_\_\_, hereinafter called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include \_\_\_\_\_ heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

**AND**

**"M/S. BALAJI"**, a Proprietorship firm, having its registered Office at 353/3A, Mahatma Gandhi Road Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, represented by its Proprietor **SRI SANJAY AICH, PAN - AGEPA 9773G**, Son of Sri Nemai Chandra Aich, by faith Hindu, by occupation Business, nationality Indian, residing at 353/3A, Mahatma Gandhi Road, Post Office Haridevpur, Kolkata 700082, Police Station previously Thakurpukur, now Haridevpur, District : South 24 Parganas, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

**WHEREAS** the owner no. 1 herein, by way of purchased from the then owner Provakar Gangully, became the owner of a plot of land measuring 02 Cottahs 08 Chittaks, by way of a Deed of Conveyance, which was registered before the office of DR Alipore and was recorded in Book No. I, Deed No. 16349 for the year 1990.

**AND WHEREAS** the owner no. 1 herein after purchasing the above land recorded his name before the B.L. & L.R.O. and also recorded in Kolkata Municipal Corporation and since then the property has been known and numbered as KMC Premises No. 155A, Mahatma Gandhi Road, KMC Ward No. 122, Vide Assessee No. 411220716410, P.S. Haridevpur, Kolkata 700 082.

**AND WHEREAS** one Sahabuddin Mondal since deceased, was the absolute owner in respect of land measuring 85 decimals and other land also lying and situated at Mouza Haridevpur, J.L. No. 12, under Khatian No. 50, Dag No. 634, P.S. the then Thakurpukur now Haridevpur, District South 24 Parganas.

**AND WHEREAS** after the demise of said Sahabuddin Mondal he left behind Samsuddin Mondal, Mafijuddin Mondal as his only sons, Saharjan Bewa as his wife and two daughter namely Sahenabanu and Laila Khatoon as his only legal heirs and successor and they became the joint owners of the property as per the Mohamadan Law.

**AND WHEREAS** the above persons while enjoying the said property jointly they to avoid future complicity and to proper utilization of the said land appointed a Surveyor for Survey of the entire land and on 16.07.75 by way of a Deed of Partition registered before the office of S.R. Alipore, partitioned the entire land as per their desire the said deed was recorded in Book No. I, Volume No. 104, Pages 217 to 226, Being No. 3642 for the year 1975.

**AND WHEREAS** as per the said Partition Deed Samsuddin Mondal one of the co-owners had been allotted **SCHEDULE - A** also marked in the Plan annexed therein.

**AND WHEREAS** the said Samsuddin Mondal after obtaining the said land by way of partition while enjoying a demarcated portion of land 06 Cottahs he due to urgent need of money while announce to sell the said land the present owner no. 2 herein purchased the said land by way of a Deed of Conveyance which was registered before the office of S.R. Alipore and was recorded in Book No. I, Volume No. 135, Pages 242 to 247, Being No. 5297 for the year 1975.

**AND WHEREAS** after purchasing the above land the present owner no. 2 while enjoying the said property she due to urgent need of money sold, transferred and conveyed a demarcated portion of land measuring 04 Cottahs out of the total land and since that time she is retaining a balance portion of land measuring 02 Cottahs and has been enjoying the same by mutating her name with the records of the Kolkata Municipal Corporation and since then the property has been known and numbered

as KMC Premises No. 155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, and also recorded in the office of B.L. & L.R. in Khatian No. 1275.

**AND WHEREAS** the owner no. 1 herein due to some valid reason sold, transferred and conveyed undivided 01 Chittak of land out of his total land in favour of the owner no. 2 herein, by way of a registered Deed of Conveyance, dated 29<sup>th</sup> June, 2015, registered before the office of DSR II, Alipore, South 24 Parganas and was recorded therein Book No. 1, CD Volume No. 1602-2015, Pages from 36270 to 36296, Being No. 16026629 for the year 2015.

**AND WHEREAS** the owner no. 2 herein due to some valid reason sold, transferred and conveyed undivided 01 Chittak of land out of her total land in favour of the owner no. 1 herein, by way of a registered Deed of Conveyance, dated 29<sup>th</sup> June, 2015, registered before the office of DSR II, Alipore, South 24 Parganas and was recorded therein Book No. 1, CD Volume No. 1602-2015, Pages from 36242 to 36269, Being No. 16026628 for the year 2015.

**THUS** the present owners herein became the joint owners of **ALL THAT** piece and parcel of undivided land measuring about 04 Cottahs 08 Chittaks, be the same a little more or less, lying and situate at Mouza Haridevpur, J.L. No. 25, under Khatian No. 50, under L.R. Khatian No. 1275, Dag No. 634. And thereafter the owners herein for proper utilization of the above land amalgamated the two plots into a single plot through KMC and since then the property has been known and numbered as **KMC Premises No.155, Mahatma Gandhi Road**, Kolkata 700 082, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, which is more fully described in the **SCHEDULE - A** hereunder written and hereinafter referred to as the "**Said Premises**" and the owners herein

enjoying the same by paying taxes regularly to the proper authority and using the said land free from all encumbrances.

**AND WHEREAS** the owners of the first part are desirous of developing the said premises by construction of new building for residential purpose, but due to insufficient of fund and lack of knowledge unable to do the same, and the owners herein while searching a developer for construction of a new Building by demolishing the existing structure, the other part herein being informed about the intention of the owners and have approached the owners to construct a new building and the owners being convinced with the said approach accepted the Developer's proposal and for that purpose the party of the first part entered into a Agreement for Development dated 29<sup>th</sup> day of June, 2016, which was registered before the office of DSR - II and recorded therein Deed No. 6768 for the year 2016, with the Developer for the construction of multistoried Building at the said premises and thereafter the owners herein also executed a Power of Attorney, empowering the Developer, the said Power of Attorney registered before the office of DSR - II Alipore and recorded in Book No. I, Volume No. 1602-2016, Pages 197020 to 197040, Being No. 160206777, for the year 2016.

**AND WHEREAS** accordingly the developer herein obtained a sanctioned Building Plan from the Kolkata Municipal Corporation, vide Building Permit No. \_\_\_\_\_, dated \_\_\_\_\_ for the purpose of construction of a G + three storied building and started the construction of the building after demolishing the existing structures.

**AND WHEREAS** the purchaser herein being informed about the said construction have approached the Developer to purchase a self contained flat after go through the deed and documents as well as sanction plan of the building from the developer's portion and upon making search of the title of the property and the plan, the purchaser herein offer to the owner & developer to get the a self contained residential flat, being **Flat No.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor,** \_\_\_\_\_ **Side** of the building, measuring about

\_\_\_\_\_ **Square Feet Super Built up area** more or less, consisting of **two bed room, one kitchen cum dining, one toilet and one balcony** of the building together with the undivided proportionate share of the land, along with the right to use and enjoy common areas and facilities available in the said building, more fully described in the **SECOND SCHEDULE** hereto at a total consideration price of, free from all encumbrances, charges, liens, attachments **Rs. \_\_\_\_\_ only** etc. and the developer having accepted the said offer and to that effect the purchaser have paid a sum of **Rs. \_\_\_\_\_ only** as advance money to the developer and now both the parties entered into this agreement under certain terms and conditions.

**NOW THIS AGREEMENT WITNESSETH** as follows:-

- 1) The owner and the developer jointly agree to sale and the purchaser has agree to purchase **ALL THAT** a self contained residential flat, being **Flat No. \_\_\_\_\_**, on the \_\_\_\_\_ **Floor**, - \_\_\_\_\_ **Side** of the building, measuring about **580 Square Feet Super Built up area** more or less, consisting of **two bed room, one kitchen cum dining, one toilet and one balcony** of the building together with the undivided proportionate share of the land, along with right to use and enjoy the common areas and facilities available in the said building being **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082**, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**Said Flat**" as an absolute estate in fee simple or an estate equivalent thereto subject to a good and marketable title, being made in respect thereof and the property being found free from all encumbrances, attachments, charges and other claims and demands at or for the price of **Rs. \_\_\_\_\_ only**, out of the developer's allocation, subject to terms and conditions hereunder contained.

- 2) That upon the execution of this agreement the purchaser have paid to the developer the sum **Rs.** \_\_\_\_\_ ) **only** as and by way of advance money as per Memo below the developer shall deliver to the purchaser on its accountable receipt the copies of all title deeds and other papers and writing including the sanctioned building plan and municipal bill relating to the premises and the purchase shall be completed within end of \_\_\_\_\_ of this agreement provided a good marketable title is made out and the developer makes the property free from all encumbrances, claims and demands whatsoever and not subject to any scheme to any scheme of acquisition or requisition. Time shall for this purpose be deemed to be the essence of contract. Despite making clear marketable title by the developer and in spite of its readiness to complete the sale within the time fixed, if the purchaser fails to purchase the said property by the date fixed on payment of the balance purchase consideration as agreed, then this agreement shall be automatically cancelled and rescinded by the developer at its option and the developer shall refund the paid up money by deducting 10% of the paid up money to the purchasers, simultaneously with the cancellation of this agreement.
- 3) That after payment of full consideration the developer and the owner shall execute a proper deed of conveyance in respect of the **SECOND SCHEDULE** property in favour of the purchaser or their nominee.
- 4) The developer both hereby agree to answer all reasonable requisition on title to be made by the purchaser's Advocate and the purchaser shall make necessary searches and investigation in respect of the title of the developer relating to the said property through the Advocate.
- 5) If a good and marketable title is made out and the property is found to be free from all encumbrances, attachments and charges and other claims and demands and not affected by any charges and



other claims and demands and not affected by any notice or scheme of acquisition or requisition, the developer will execute a proper conveyance or conveyance in favour of the purchaser or their nominee or nominees or assignee in which the developer shall make such other person or persons if any, join, if necessary, as conveying, confirming or assuring party or parties as the case may be to pass and convey an absolute title unto the purchaser or to redeem any charge or encumbrance. The developer shall bear and pay all outgoings and liabilities in respect of the said flat all taxes of K.M.C.

- 6) That the developer humbly declares that the proposed flat is free from all encumbrances, charges, liens, attachments, etc. and the developer has not entered into any agreement for sale of the Schedule flat with any other person, other than the purchaser herein nor received any consideration money from any other person in relation to the said flat.
- 7) The developer shall deliver peaceful vacant possession of the said flat simultaneously with the execution of the Deed of Sale.
- 8) If a good and marketable title is not made out or the property is found to be subject to any encumbrances or charges or other claims or demands, the purchaser shall be at liberty to rescind this agreement and the developer shall in that event and on demand by the purchaser refund the said earnest money with other money paid in installments towards part payment of consideration and shall pay to the purchaser a sum of Rs.1,000/- only as settled cost of searches and investigation of the vendor's title including a sum of Rs.1,000/- as consolidated damages to the purchaser by the vendor.
- 9) If the developer fails and/or neglects to complete the sale after the title being made out as aforesaid or otherwise to carry out any one or more of the obligations on its part as hereunder provided or

otherwise required by law, the purchaser will be at liberty to **Enforce Specific Performance of Agreement** by institution of legal proceedings or at her option, may sue the developer for recovery of the earnest money and other money paid by them as part payment of consideration with interest, costs and other reliefs.

- 10) The said premises or any portion thereof is not at present affected by any notice or Scheme of the Corporation or any other local public authority or body corporate. If it is found to be so affected before the completion of the sale. It shall be optional on the part of the purchaser to rescind this agreement and in that event the developer shall refund the earnest money with other money as aforesaid to the purchaser.
- 11) That the developer has represented to the purchaser that the developer has not entered into any other agreement with anybody else other than the purchaser herein in respect of the said flat agreed to be purchased by the purchaser.
- 12) The purchaser shall pay the proportionate share of the taxes and other charges and also maintenance charges of the flat from the date of taking over possession of it. And the flat shall only be used for residential purpose.
- 12) **THE PURCHASER SHALL USE THE FLAT AND OTHER PORTIONS WITH THE** following manners :-
  - A. Upon possession of the said flat being delivered to the purchasers, it shall be entitled to use and occupy the said unit and they shall have no claim against the owner as to any defect in any item of work or construction of the said unit or on any other account whatsoever, subject to if any material defect is detected at the time of taking possession of the flat, the developer shall at its costs remove those defect forthwith. It is expressly agreed that the decision of the Architect for the time being in respect of the said Building as to quality and specification of the Building materials and workmanship

shall be final, conclusive and binding on the purchaser and the purchaser shall not be entitled to raise dispute or challenge the same on any ground whatsoever.

- B. The purchaser shall have no claims save and except in respect of the said Unit together with common areas hereby agreed to be acquired by them. All open space including parking space not belonging to the purchaser the owner and the developer shall have the right to transfer or deal with the same in such manner that the owner shall in his absolute discretion think fit and proper.
- C. The purchaser shall not store in the said Unit any good of hazardous or combustible in nature on which are too heavy and likely to affect the construction of the said building. The purchaser shall not decorated exterior of said building otherwise than in a manner agreed by the owner or in a manner as near as may be in which it was previously decorated.
- D. The purchaser shall not decorate the exterior of the said building other than in a manner agreed by the Owner or in a manner as ear as may be in which it was previously decorated.
- E. The purchaser shall not put any neon-sign or other Boards of the outside of the said unit without consent in writing of the owners. It is expressly made clear that in no event the purchaser shall be entitled to open out any new window projecting outside the exterior of the said portion of the said building.
- F. The purchaser shall permit the owner and the developer association and its surveyors or agents with or without workmen and other at all reasonable times to enter into upon the said Unit or any part thereof and make good within 7 (seven) days from giving of such notice, all defects, decays and want of repair for which a notice in writing shall be given by the owner to the purchaser.

- G. Not to deposit or permit to be deposited any rubbish in the staircase or in any common parts of the said building.
- H. Not to allow or permit to be allowed storage of any goods, articles or things in the staircase lobbies or other parts of the said building or any portion thereof or the landings or any part thereof.
- I. Not to observe and perform all rules, regulations or restrictions from time to time in force for the proper use and management of the said building.
- J. Not to commit or permit to be committed any alteration or change in pipes, conduits, cables and other fixtures and fittings serving the said building in common.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the Land & Building)

**ALL THAT** piece and parcel of land measuring 04 Cottah 08 Chittaks be the same a little more or less, together with proposed multi storied building standing thereon, lying and situate at Mouza Haridevpur, J.L. No. 25, under Khatian No. 50, under L.R. Khatian No. 1275, Dag No. 634, now within the limits of the Kolkata Municipal Corporation being **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082**, vide Assessee No.411220701558 within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, the said property is butted and bounded as follows:-

**ON THE NORTH** : 6 feet KMC Road.

**ON THE SOUTH** : Chaitali Mujamders.

**ON THE EAST** : 17 feet wide KMC Road.

**ON THE WEST** : Sandip Jana.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the Flat hereby sold)

**ALL THAT** piece and parcel of a self contained residential flat, being **Flat No. \_\_\_\_\_**, on the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **Side** of the building, measuring about \_\_\_\_\_ **Square Feet Super Built up area** more or less, consisting of **two bed room, one kitchen cum dining, one toilet and one balcony** of the building together with the undivided proportionate share of the land, along with the common areas and facilities available in the said building lying and situate at **KMC Premises No.155, Mahatma Gandhi Road, Kolkata 700 082, vide Assessee No.411220701558** within the K.M.C. Ward No.122, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Common areas and facilities)

- 1) Stair case and staircase landings, Ultimate R.C.C. Roof, Open spaces;
- 2) Underground water Reservoir, Pump, Motor and Overhead water tank;
- 3) Septic tank;
- 4) Open land on the side spaces and front and back spaces except open car parking spaces.;
- 5) Main entrances;
- 6) Water connection and water supply lines;
- 7) Sewerage line and connection;
- 8) All rain water pipes and soil pipes;
- 9) Main electric connection and all electronic lines with lighting points in connection areas;

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses)

- 1) The expenses for maintaining, repairing, decorating etc. of the main structure and the particular the roads, drain, water, pipes, electric wire in and under or upon the building and enjoyed or used by the purchaser in common with other occupiers or purchaser of the other units and the main staircase, entrance, passages, landings and the building and boundary walls and compounds etc.
- 2) The cost of cleaning and lighting the passages, landings, staircase and other common parts of the building as enjoyed or used by the purchaser in common as aforesaid.
- 3) The cost of decorating the exterior of the building.
- 4) The cost of the salaries of clerks, sweepers etc.
- 5) The cost of working and maintenance of Generators, T.V. Antenna Systems, Electrical installations etc. etc. and other lights and service charges.
- 6) Municipal and other taxes/levies;

**IN WITNESS WHEREOF** the **PARTIES** hereto have put their respective hands, seals hereunto on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**IN THE PRESENCE OF :-**

1.

**SIGNATURE OF THE OWNER**

2.

**SIGNATURE OF THE PURCHASER**

Drafted by me :-

**(Rajesh Dutta)**

Advocate

Alipore Judges' Court,

Kolkata 700027

Typed by me :-

**SIGNATURE OF THE DEVELOPER**

Alipore Judges' Court,

Kolkata 700027.

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser by the within named Developer the within mentioned sum of Rs. \_\_\_\_\_ **only**, out of the total consideration amount Rs. \_\_\_\_\_ **only** as per memo set out hereunder :-

<b><u>Date</u></b>	<b><u>Cheque / Draft No.</u></b>	<b><u>Bank / Branch</u></b>	<b><u>Amount (Rs.)</u></b>
			<b><u>Total Rs.</u></b>

**WITNESSES:-**

1.

2.

**SIGNATURE OF THE DEVELOPER**



**JOB SPECIFICATION**

**FOUNDATION :** The building is designed on R.C.C. Footing and Frame as per Design.

**WALLS :** All the external walls shall be 200mm thick brick wall with cement plaster.

All internal Partition walls shall be 75mm thick Brick walls with both side cement plaster.

**DOOR & WINDOW FITTINGS :** All the door fittings such as Flash Door, Hasbolt (only Main Door) with Handles, fixed with wooden frame. All window fittings such will be of M.S. and Aluminum sliding.

**FLOORING :** All the Flooring shall be provided with Marble (White) of 2' X 2' size and Skirting in 100mm. High and toilet shall have 6'-0" High Glazed Tiles (Digital Printed) over skirting on all sides, W.C. wall will be same as toilet. Kitchen will have 2 ½' High glazed tiles over the table of 6' X 18" black stone top and also a steel sink will be fixed. The stairs and stair case will be finished with Marble.

**INTERNAL FINISHED TO WALLS :** All interior walls, ceilings of rooms, verandah, kitchen-cum-dining living and toilets, shall be finished in Plaster of Paris and the Door shutter will be one coat primer.

**SANITARY & PLUMBING :** All the internal Horizontal Soil and Waste Pipes shall be of 60mm. and 100mm P.V.C. Pipes joint in cement. All the vertical soil, vent and waste water pipes shall be in 50mm to 100mm Dia P.V.C. pipes joined with Cement Mortar and exposed to walls. All the Rain water pipes shall be 100 mm dia in good quality of P.V.C. pipes.

All the outside water supply pipes shall be within (Oriplast) or equivalent/Concealed to walls and the Toilet and Kitchen water line will be of P.V.C. pipe fitted. All the Toilets will be fitted with white commode

with Low-Down P.V.C. Cistern. 1 Nos. 16" X 20" white wash basin, shower with cold & hot water provisions, with mixture bath room fittings such as stop cock, bib-cock, pillar cock etc. will be in C.P. Brush.

**ELECTRIFICATION:** All the internal wiring shall be concealed in Plaything conduct, all wires shall be of copper, all switch Boards of M.S. Flush with walls with "Acrylic" cover and all switches of Oriva modular fitting.

All bed rooms shall be provided with 3 nos. light points plus 1 no. fan point and 1 no. 5 amp. Plug point.

Dining space shall be provided with 3 nos. light point + 1 no. 5 amp. Plug point. In the Toilet there will be two light point and 1 nos. Gizzer Point.

Verandah shall be provided with 1 No. light point one no. plug point each toilet shall be provided with 1 light point and 1 nos. 15 amp. Plug point only in toilet and 1 nos. fan point in each. Kitchen - Two light points 1 - 15 Amp socket, exhaust fan point

**WATER SUPPLY :** Each Flat will be provided with Water supply line P.V.C. from common Overhead Water tank, Overhead Tank shall be filled up by water from the underground of K.M.C. Water only through pump line for all the flats.

**GENERAL** all the internal approach road shall be of cement concreted (Jhama). Brick Boundary wall upto a Height 5' with Both Side Plaster. Each flat shall have separate electric meter and the cost will be borne by all the flat holder/purchaser individually.

Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the owner in advance.