

ANNEXURE 'A'
AGREEMENT FOR SALE

[See rule 9]

This Agreement for sale ("AGREEMENT") entered into at [.....] on [.....]

BY AND BETWEEN

(1) **SRI BISWAJIT DAS (PAN-BOWPD9534H, Aadhaar No. 8940 6350 5576)**, son of Late Jyotirmoy Das, by faith Hindu, by Nationality Indian, by occupation Service, residing at Village and Post Office-Podrah, P.S. Sankrail, District-Howrah, Pin Code No. 711109, (2) **SMT. ANITA MAJUMDAR (PAN-CAWPM3020L, Aadhaar No. 4903 7265 6866)**, wife of Probhat Majumdar, by faith Hindu, by Nationality Indian, by occupation Household duties, residing at 50/17, Rabindra Pally, Post Office-Shaymnagar, P.S. Jagaddal, District-North 24 Parganas, Pin Code No. 743127, (3) **SMT. SONALI SINHA (PAN-CTUPS8459Q, Aadhaar No. 6630 2145 0253)**, wife of Late Soumen Sinha, (4) **SUBARNA SINHA (PAN-CTUPS8458R, Aadhaar No. 7603 3215 7444)**, daughter of Late Soumen Sinha, both by faith Hindu, both by Nationality Indian, both by occupation Household duties, both of Village and Post Office-Podrah, Police Station-Sankrail, District-Howrah, Pin Code No. 711109, **being represented by their Constituted Attorney "MAA BHABATARINI REALTOR PVT. LTD.", PAN-AAICM9919R** a Company incorporated under the Companies Act, 1956, having its Registered office at Village-Podrah, Post Office-Podrah P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankrail, District Howrah-711109, authorized **vide registered Power of Attorney executed by Vendors No. 1 and 2 herein which was registered in the Office of D.S.R. I Howrah and recorded in Book No. I, Being No. 050104372 for the year 2018 AND vide registered Power of Attorney executed by Vendors No. 3 and 4 herein which was registered in the Office of D.S.R.-I, Howrah and recorded in Book No. I, Being No. 050102148 for the year 2018** (hereinafter referred to as "Owner") (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors & permitted assigns) of the **First Part;**

AND

"MAA BHABATARINI REALTOR PVT. LTD.", PAN-AAICM9919R a Company incorporated under the Companies Act, 1956, having its Registered office at Village-Podrah, Post Office-Podrah P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankrail, District Howrah-711109, authorized **vide board resolution dated**(hereinafter referred to as "**Vendor**") (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors & permitted assigns) of the **Second Part;**

AND

(FOR INDIVIDUALS)

.....(PAN CARD NO.....) son/wife/daughter of
....., by faith, by Nationality Indian, by occupation,
residing at

OR

(FOR FIRMS)

.....
.....
.....
.....

(FOR COMPANIES)

.....
.....
.....
.....

JOINTLY WITH

.....
.....
.....
.....

*(To be filled up, if the allotment is in the joint names

(Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the 'Vendee(s)' (which expression shall unless it be repugnant to the context or meaning thereof mean & include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assigns) of the **THIRD PART**.

Chain of Title of Vendors No. 1 & 2 herein

A. **WHEREAS** the Vendors No. 1 and 2 herein, are joint Owners and Occupiers of **ALL THAT** piece and parcel of Bastu Land measuring more or less 1 Cottah 15 Chittaks 25 Square Feet comprised in R.S. Dag No. 559 corresponding to L.R. Dag No. 705 **AND** Bastu Land measuring more or less 2 Chittak 25 Square Feet comprised in R.S. Dag No. 558 corresponding to L.R. Dag No. 704 i.e. in total 2 Cottah 2 Chittak 05 Square Feet both under L.R. Khatian No. 2311 corresponding to New L.R. Khatian Nos. 6939 and 6940 and situate within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, within the ambit of Thanamakua Gram Panchayet, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, Howrah, together with right over the common passage and all sorts of other easement rights attached thereto; ✓

B. **AND WHEREAS** the above mentioned property originally belonged to one Basanti Das, wife of Jyotirmoy Das (the mother of the present Vendors No. 1 and 2 herein)who purchased the said property from Smt. Durgarani Sarkar, wife of Sri Nemai Sadhan Sarkar by virtue of a registered Bengali Kobala dated 14th day of March, 1997 which

was registered in the Office of Additional District Sub-Registrar at Ranihat and recorded in Book No. 1, Volume No. 11, pages from 87 to 94, Being No. 776 for the year 1997 and also got possession of the said property and thereafter said Basanti Das mutated her name in the records of L.R. Settlement Department, Govt. of West Bengal and seized and possessed the said property by paying necessary taxes and Khaznas;

- C. **AND WHEREAS** thereafter said Basanti Das while seized and possessed in the said property died intestate on 18/12/2012 leaving behind her husband Jyotirmoy Das one son Sri Biswajit Das (the present Vendor No. 1 herein) and one married daughter namely Smt. Anita Majumdar (the present Vendor No. 2 herein) as her only legal heirs and successors who became joint owners and occupiers of the above mentioned property each having their undivided 1/3rd share thereof according to the provisions of Hindu Succession Act, 1956;
- D. **AND WHEREAS** thereafter said Jyotirmoy Das died intestate on 13/04/2016 leaving behind his one son Sri Biswajit Das (the present Vendor No. 1 herein) and one married daughter namely Smt. Anita Majumdar (the present Vendor No. 2 herein) as his only legal heirs and successors and his undivided 1/3rd share has been devolved upon his aforesaid son and daughter according to the provisions of Hindu Succession Act, 1956;
- E. **AND WHEREAS** in the manner as aforesaid the Vendors No. 1 and 2 herein, have become joint owners and occupiers of the aforesaid property by way of inheritance from their mother and father (both since deceased) and they have mutated their names in the records of L.R. Settlement Department and they have been allotted new L.R. Khatian Nos. 6939 and 6940 respectively in respect of L.R. Dag No. 704 & 705 and they have been enjoying and possessing the Schedule mentioned property by paying necessary taxes thereof;
- F. **AND WHEREAS** the Owners/Vendors No. 1 and 2 have jointly desired to invest their aforesaid property in a profitable manner by constructing a multistoried building over the said property but as they have no experience and/or fund for the same they have jointly entered into an Agreement for Development with the developer/Confirming Party/ Third Part herein on 05.09.2018 which was registered in the Office of D.S.R.-I, Howrah and recorded in Book No. 1, CD Volume No. 0501-2018, pages from 136102 to 136128, Being No. 050104369 for the year 2018 and simultaneously the Owners/Vendors No. 1 and 2 herein have jointly executed a Development Power of Attorney in favour of the Developer/ Confirming Party/ Third Part herein empowering the Developer/ Confirming Party/ Third Part herein to commence construction of a multistoried building over the said property and to sell out the Flats/Units of the said building on their behalf and the said Power of Attorney was registered in the Office of D.S.R. I Howrah and recorded in Book No. 1, Volume No. 0501-2018, pages from 136174 to 136202, Being No. 050104372 for the year 2018.

Chain of Title of Vendors No. 3 & 4 herein

- A. **AND WHEREAS** the Vendors No. 3 and 4 herein, are joint Owners and Occupiers of **ALL THAT** piece and parcel of Bastu Land measuring more or less 2 Cottahs together with structure standing thereon comprised in R.S. Dag No. 559 corresponding L.R. Dag

No. 705 under R.S. Khatian No. 454 corresponding to L.R. Khatian No. 1034 and situated within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, together with right over the common passage and also together with all sorts of easement rights attached thereto, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihat; ✓

- B. AND WHEREAS** the above mentioned property along with other property i.e. the landed property measuring about 8 decimal a little more or less lying and situates in Dag No 559, Khatian No 454, J.L No 38, R.S No 2007, Mouza - Podra, Police Station - Sankrail, District - Howrah originally belonged to one Kangali Naskar and others who got the said property by way of inheritance; ✓
- C. AND WHEREAS** thereafter said Kangali Naskar and others while seized and possessed in the said property because of their urgent need of money they jointly sold, conveyed and transferred the Bastu Land measuring more or less 2 Cottah or more or less 3.25 Sataks in favour of Sri Gopal Chandra Naskar, son of Late Satish Chandra Naskar by virtue of a registered Deed of Sale dated 4th November, 1966 which was registered in the Office of Sub-Registrar at Domjur and recorded in Book No. I, Volume No. 60, Pages from 296 to 298, Being No. 4373 for the year 1966 and delivered khas possession in respect of the said property in favour of said Gopal Chandra Naskar; ✓
- D. AND WHEREAS** by virtue of the aforesaid Deed of purchase said Sri Gopal Chandra Naskar became the absolute Owner and Occupier of the aforesaid property and he while seized and possessed in the said property sold, conveyed and transferred the said property in favour of Smt. Priti Sinha, wife of Sri Hemendra Narayan Sinha by virtue of a registered Bengali Kobala which was executed on 14th August, 1974 and registered in the Office of District Registrar at Howrah and recorded in Book No. I, Volume No. 67, Pages from 169 to 173, Being No. 3763 for the year 1974; ✓
- E. AND WHEREAS** by virtue of the aforesaid Bengali Kobala said Smt. Priti Sinha became the absolute Owner and Occupier of the aforesaid property measuring more or less 2 Cottahs of Bastu land and she mutated her name in the records of Settlement Department and she while seized and possessed in the said property died intestate on 04.07.2008 leaving behind her only son Soumen Sinha (since deceased) and only married daughter Tapati Roy Chowdhury as her only legal heirs and successors who became joint Owners and Occupiers of the above mentioned property each having their undivided ½(half) share thereof; Be it mentioned here that the husband of said Priti Sinha namely Hemendra Narayan Sinha predeceased her. ✓
- F. AND WHEREAS** thereafter said Soumen Sinha died intestate on 31.12.2015 leaving behind his widow Smt. Sonali Sinha (the Vendor No. 3 herein) and only daughter namely Subarna Sinha (the Vendor No. 4 herein) as his only legal heirs and successors and his undivided ½ share in the above mentioned property has been devolved upon his abovenamed wife and daughter i.e. the Vendor No. 3 and 4 herein; ✓
- G. AND WHEREAS** thereafter said Tapati Roy Choudhury gifted her undivided ½ share in favour of Vendors No. 3 and 4 herein by virtue of a registered Deed of Gift dated

3/06/2016 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2016, pages from 158832 to 158858, Being No. 050106279 for the year 2016;

- H. AND WHEREAS** in the manner as aforesaid the Vendors No. 3 and 4 herein have become joint owners and occupiers of the above mentioned property partly by way of inheritance and partly by way of Deed of Gift mentioned above and they have mutated their names in the records of L.R. Settlement department, L.R. Khatian No. 6704 and 6702;
- I. AND WHEREAS** the Owners/Vendors No. 3 and 4 have jointly desired to invest their aforesaid property in a profitable manner by constructing a multistoried building over the said property but as they have no experience and/or fund for the same they have jointly entered into an Agreement for Development with the developer/Confirming Party/ Third Part herein on 28.03.2018 which was registered in the Office of D.S.R.-I, Howrah and recorded in Book No. I, CD Volume No. 0501-2018, pages from 71900 to 71928, Being No. 050102139 for the year 2018 and simultaneously the Owners/Vendors No. 3 and 4 herein have jointly executed a Development Power of Attorney in favour of the Developer/ Confirming Party/ Third Part herein empowering the Developer/ Confirming Party/ Third Part herein to commence construction of a multistoried building over the said property and to sell out the Flats/Units of the said building on their behalf and the said Power of Attorney was registered in the Office of D.S.R.-I, Howrah and recorded in Book No. I, Being No. 050102148 for the year 2018.
- J. AND WHEREAS** thereafter the said Developer on the strength of the said Power of Attorneys amalgamated the aforesaid two plots of land into one single plot of land by virtue of a registered Deed of Declaration for Amalgamation, which was registered in the Office of District Sub-Registrar-I at Howrah on 17th January, 2019 and recorded in Book No. I, Volume No. 0501-2019, Pages from 6040 to 6068, Being No. 050100225 for the year 2019;
- K. AND WHEREAS** for the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Zilla Parishad vide Memo No. 99/032/HZP/EP dated 15.07.2019 and accordingly the Developer/ Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said amalgamated LAND as per the said sanctioned building plan;
1. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project; and
 2. [If the Project is to develop commercial/residential complex] The Allottee desirous of owning an apartment in the Project has offered to purchase [] square feet of undivided share in the Said Land, which is more fully described in Schedule B hereunder and engage the Promoter to construct an apartment as per the scheme formulated by the Promoter; and or
 3. [If the Project is plotted development] The Allottee desirous of purchasing a Plot in the Project has offered to purchase a plot admeasuring [] square feet, which is more fully described in Schedule B hereunder; and

4. The Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and
5. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been completed; and
6. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:-

1. The Promoter agree to transfer and convey Schedule B hereunder in favour of the Allottee for a sum of Rs. [.....] (Rupees [.....] Only) („Consideration”) to be paid by the Allottee as per the schedule of payment mentioned in Schedule C hereunder.
2. [If any subsisting charge on the Schedule A property] The Promoter represent that there is an existing charge created over the Schedule A property with the [financial institute/bank] for availing project finance. However, the Promoter shall release the Schedule B property from the charge created and obtain suitable „Release & No objection certificate” from the respective banks/financial institution and hand over the same to the Allottee within [.....] days from execution of this Agreement.
3. [Save as mentioned in clause 2 supra], the Promoter doth hereby covenant with the Allottee that the property agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute power to convey and transfer Schedule B property.
4. [If the Project is to develop commercial/residential complex] The right of the Allottee to purchase the Schedule B property shall be subject to the Allottee engaging the Promoter for construction of his/her apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter.
5. [If the Project is to develop commercial/residential complex] The Allottee agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the Schedule B property.
6. The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'B' property.
7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the property described in Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.
8. That all payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter. Any loan amounts availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee. Notwithstanding whether the loan is obtained or not, the Allottee shall be liable to pay to the

Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

9. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of [.....] % of Total Price („Assignment Fee")

10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule B property to the Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.

11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.

12. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.

13. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot Schedule B property to another party and the Allottee shall thereafter have no right, interest or claim over the Schedule B property. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.

14. [If the Project is to develop commercial/residential complex] The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee shall co-exist or co-terminate.

15. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder unto the date of Registration of the sale deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier.

16. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the

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

17. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/ e-mail/ courier at their respective addresses specified below:

_____ (Name of Allottee) _____ (Allottee Address) M/s (Promoter name)

_____ (Promoter Address) It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

18. That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

19. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

20. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

21. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement

22. This Agreement may only be amended through written consent of the parties

23. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws for the time being in force.

24. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____

25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. *[Please insert any other terms and conditions as per the contractual understanding between*

the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE - A

(Description of the Total Land)

ALL THAT piece and parcel of Bastu Land measuring more or less 1 Cottah 15 Chittaks 25 Square Feet comprised in R.S. Dag No. 559 corresponding to L.R. Dag No. 705 **AND** Bastu Land measuring more or less 2 Chittak 25 Square Feet comprised in R.S. Dag No. 558 corresponding to L.R. Dag No. 704 i.e. in total 2 Cottah 2 Chittak 05 Square Feet both under L.R. Khatian No. 2311 corresponding to New L.R. Khatian Nos. 6939 and 6940 and situate within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, within the ambit of Thanamakua Gram Panchayet, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, Howrah, together with right over the common passage and all sorts of other easement rights attached thereto **AND ALL THAT** piece and parcel of Bastu Land measuring more or less 2 Cottahs together with R.T. shed structure standing thereon measuring more or less 200 Square Feet comprised in R.S. Dag No. 559 corresponding L.R. Dag No. 705 under R.S. Khatian No. 454 corresponding to L.R. Khatian No. 1034 and at present new L.R. Khatian Nos. 6704 and 6702 and situated within Mouza-Podrah, J.L. No. 38, Police Station-Sankrail, District-Howrah, together with right over the common passage and also together with all sorts of easement rights attached thereto, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati, i.e. in total **04 Cottahs 02 Chittaks 05 Square Feet together with building named as SRISTI NIVAS standing thereon**, which is butted and bounded as follows :-

- On the North :** Land of Kasinath Mondal.
- On the South :** Property in Dag No. 561.
- On the East :** 10'feet wide District Board Road.
- On the West :-** Property in Dag No. 560.

SCHEDULE - B

(Description of undivided share of land/plot hereby agreed to be conveyed to the Allottee)

ALL THAT piece and parcel of one self contained residential Flat being Flat No. "....." measuring about Square Feet including super built up area on the Floor of the building with marble flooring (with lift facility) named as "SRISTI NIVAS (Block-C)" constructed over the amalgamated property mentioned in the First Schedule herein above written together with undivided, impartible proportionate share of the land underneath in the First Schedule mentioned property. The Flat is butted and bounded as follows:-

On the North :

On the South :

On the East :

On the West :

SCHEDULE "C"

(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for delivery of SCHEDULE "B" PROPERTY:

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED AND DELIVERED

For and on behalf of the within named

OWNER, through its Constituted attorney

Mr _____

In the presence of Witnesses :

- 1.
- 2.

SIGNED AND DELIVERED

For and on behalf of the within named

PROMOTER, through its Constituted attorney

In the presence of Witnesses :

Mr _____

- 1.
- 2.

SIGNED AND DELIVERED

For and on behalf of the within named

ALLOTTEE(S).

In the presence of Witnesses :

- 1.
- 2.

RECEIPT AND ACKNOWLEDGEMENT

The Allottee(s) has/ have paid a sum of Rs.(Rupees) on or before execution of these presents and the balance consideration is payable as per the Payment Schedule as agreed between the Parties and annexed to this Agreement.

WE SAY RECEIVED**PROMOTER**

MEMO OF CONSIDERATION

RECEIVED Rs. _____

/- (Rupees

) **only** towards the part consideration money in respect of the
Schedule mentioned Flat from the Purchasers herein in the manner as follows :-

<u>Date</u>	<u>Cheque No./ Cash</u>	<u>Bank Name</u>	<u>Amount</u>	<u>G.S.T.</u>
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Total Rs. _____ /-

WITNESSES :-

1.

2.

SIGNATURE OF THE CONFIRMING PARTY/DEVELOPER/

THIRD PART.