

ANNEXURE 'A'
AGREEMENT FOR SALE

[See rule 9]

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

BY AND BETWEEN

(1) **SRI KESHAB CHANDRA MONDAL**, son of Late Dr. Bholanath Mondal, by faith Hindu, by Nationality Indian, by occupation Service, residing at Village-Narayanpur, P.O. Hirapur, P.S. Onda, District-Bankura, presently residing at C.T.F. 1/4 , H.C.L. / I.C.C. Babulyne, P.O. Moubhandar, District-East Singhum, Jharkhand-832103, (2) **SRI JAGADISH**

CHANDRA MONDAL, son of Sri Chityaranjan Mondal, by faith Hindu, by Nationality Indian, by occupation Service, residing at Churamonipur, P.O. Bhedushole, P.S. Indopur, District-Bankura-722121 and presently residing at L.I.G. Qtr. Block-E-1, 2, B.G. Lane, P.O. B. Garden, P.S. Shibpur, District-Howrah-711103, **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 Sankaril, District Howrah-711109, authorized vide Registered Power of Attorney executed by the Owner No. 1 Keshab Chandra Mondal which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. 1, Volume No.0501-2016, Pages from 129653 to 129678, Being No. 050105098 for the year 2016 and vide Registered Power of Attorney executed by the Owner No. 2 Jagadish Chandra Mondal which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. 1, Volume No.0501-2016, Pages from 129679 to 129705, Being No. 050105099 for the year 2016) (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 Sankaril, 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

4567 -
0452
9158

(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**.

WHEREAS

- A.** The Owner No. 1 herein Keshab Chandra Mondal is the Owner and Occupier of **ALL THAT** piece and parcel of Bastu Land measuring more or less 02 Cottahs 10 Chittaks 24.5 Square Feet together with R.T. shed structure measuring more or less 100 Square Feet standing thereon together with right of user over 12'feet wide common passage on the Eastern side of the property and 10'feet wide common passage on the South-Western corner of the property comprised in R.S. Dag No. 219 corresponding to L.R. Dag No. 245 under R.S. Khatian No. 301 corresponding to L.R. Khatian No. 1721 and situated within Mouza-Dakshin Buxarah, J.L. No. 8, Police Station-Jagacha, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Demjur, Howrah;
- B.** The Owner No. 2 herein Jagadish Chandra Mondal is the Owner and Occupier of **ALL THAT** piece and parcel of Bastu Land measuring more or less 01 Cottahs 09 Chittaks 31.5 Square Feet together with R.T. shed structure measuring more or less 100 Square Feet standing thereon together with right of user over 12'feet wide common passage on the Northern side of the property and 10'feet wide common passage on the South-Western corner of the property comprised in R.S. Dag No. 219 corresponding to L.R.

Dag No. 245 under R.S. Khatian No. 301 corresponding to L.R. Khatian No. 1722 and situated within Mouza-Dakshin Buxarah, J.L. No. 8, Police Station-Jagacha, District-Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur;

- C. One Panchu Charan Naskar (now deceased) was the Owner and Occupier of the Danga Lane measure more or less 18 Decimal comprised in R.S. Dag No. 219 under R.S. Khatian No. 301 and situated within Mouja-Dakshin Buxarah, P.S. Jagacha, District-Howrah and during enjoyment of the said land, the said Panchu Charan Naskar settled the land measuring more or less 4 Cottahs 4 Chittak 11 Square Feet together with right to use the 12'-0" wide common passage along with easement rights annexed thereto, comprised in R.S. Dag No. 219 under R.S. Khatian No. 301 and situated within Mouza-Dakshin Buxarah, P.S. Jagacha, District-Howrah in favour of his youngest son Sri Rabin Naskar by virtue of a registered Deed of Settlement dated 07.07.1975 and the said Deed of Settlement was registered in the Office of District Registrar at Howrah and recorded in Book No. I, Volume No. 85 Pages from 35 to 40, being No. 3517, for the year 1975 and thereafter said Panchu Charan Naskar died on 2nd February, 1980 and after demise of said Panchu Charan Naskar, his son Robin Naskar got the right to sell the said property;
- D. Thereafter said Robin Naskar being the absolute Owner and Occupier of the land measuring more or less 4 Cottah 4 Chittaks 11 Square Feet sold and transferred the same in favour of Sri Krishendu Porel, son of Sri Bechuram Porel by virtue of a registered Deed of Bengali Kobala dated 4th September, 1991 and the said Bengali Kobala was registered in the Office of D.S.R. at Howrah and recorded in Book No. I, Volume No. 28, Pages from 268 to 276, Being No. 5251 for the year 1991 and since then said Sri Krishendu Porel became absolute owner in respect of the Land measuring more or less 4 Cottahs 4 Chittaks 11 Square Feet and the mutation had been made in the name of Sri Krishendu Porel and in the record of right the name Sri Krishendu Porel had been recorded in L.R. Dag No. 245 under L.R. Khatian No. 1652;
- E. The said Krishendu Porel while being seized and possessed of the Danga land measuring more or less 2 Cottah 10 Chittak 24.5 Square Feet out of 4 Cottah 4 Chittak 11 Square Feet together with right to use the common passage appertaining to the said Danga Land sold and transferred the same in favour of Sri Keshab Chandra Mondal by virtue of a registered Bengali Kobala dated 7th January, 2011 and the said Bengal Kobala was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 1, Pages from 2657 to 2675, Being No. 00140 for the year 2011 and since then said Keshab Chandra Mondal became absolute owner in respect of the said land and the mutation has been made in the name of Keshab Chandra Mondal before the Settlement department and also in the Office of Howrah Municipal Corporation and in the record of right the name of Keshab Chandra Mondal has been recorded in L.R. Dag No. 245 under L.R. Khatian No. 1721 and thereafter the said Keshab Chandra Mondal applied for conversion in respect of the said Danga Land and on conversion the said Danga Land has been converted into Bastu Land and he has

been enjoying and possessing the said Bastu land in khas peacefully and uninterruptedly till date and the said property remains free from all encumbrances;

- F.** Again the said Krishendu Porel sold and transferred his remaining portion of Danga Land measuring 1 Cottah 9 Chittak 31.5 Square Feet together with right to use the common passage appertaining to the said property comprised in R.S. Dag No. 219 and L.R. Dag No. 245 under R.S. Khatian No. 301 and L.R. Khatian No. 1652 and situated at Mouja-Dakshin Buxarah, P.S. Jagacha, District-Howrah in favour of Sri Jagadish Chandra Mondal, son of Sri Chitya Ranjan Mondal by virtue of a registered Bengali Kobala dated 7th January, 2011 and the said Bengali Kobala was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 1, Pages from 2676 to 2694, Being No. 00141 for the year 2011 and since then said Jagadish Chandra Mondal became absolute Owner in respect of the said Danga Land and the mutation has been made in the name of Sri Jagadish Chandra Mondal before the Settlement department as well as in the Office of HMC and in the record of right the name of Jagadish Chandra Mondal has been recorded in L.R. Dag No. 245 under L.R. Khatian No. 1722 and thereafter the said Jagadish Chandra Mondal applied for conversion in respect of the said Danga Land before the Office of B.L & L.R.O Bally Jagacha and on application the said Danga Land has been converted into bastu land and he has been enjoying and possessing the said land in khas peacefully and without interruption from any corner till date and the said Land remains free from all encumbrances;
- G.** In the manner as aforesaid the above named Owners herein have got their respective property;
- H.** The present owners while possessing the aforesaid property peacefully and uninterruptedly till date being desirous of developing the property as mentioned in the First Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, but in absence of experience and stringency of finance the present Owners are in search of a better sufficiently experienced and financially capable Developer who could do the needful construction on the said property as desired and expected .
- I.** Accordingly the Owner No. 1 herein namely Keshab Chandra Mondal entered into an Agreement for Development with the developer herein on 28th March, 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 90938 to 90967, Being No. 050103563 for the year 2016 and simultaneously the Owner/Vendor No. 1 herein 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 his behalf and the said Power of Attorney was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No.0501-2016, Pages from 129653 to 129678 , Being No. 050105098 for the year 2016 **AND** on the other hand the Owner No. 2 herein namely Jagadish Chandra Mondal entered into an Agreement for Development with the developer herein on 28th March, 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 91014 to 91044, Being No. 050103565 for the year 2016 and simultaneously the Owner/Vendor No. 2 herein 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 his behalf and the said Power of Attorney was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No.0501-2016, Pages from 129679 to 129705 , Being No. 050105099 for the year 2016 (hereinafter referred to as the said POAs under the said Joint Development Agreements and POAs, the Owners have authorized and permitted the Promoter to sell and transfer on ownership basis, various flats, apartments, tenements, units and premises in the buildings and structures to be constructed by the Promoter at its own cost on the said Larger Property, for such consideration and on such, other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same. The said Joint Development Agreement also inter alia provides that, on completion of development of the said Larger Property or portions thereof thereof from time to time, the Promoter alone will be entitled to hand over possession of the various Flats, apartments, tenements, units, premises car parks constructed/provided thereon to the purchasers/ transferees thereof. The Owner shall do all such acts, deeds and things and render all possible assistance to the Promoter as may be necessary and expedient to facilitate the development, sale and conveyance of the said Larger Property.

- J.** The Owners above named through their Constituted Attorney have amalgamated their respective property into one single plot of land by virtue of a registered Deed of Declaration for Amalgamation cum Exchange dated 20th June, 2016 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume number 0501-2016, pages from 142941 to 142965, being No. 050105739 for the year 2016 and after amalgamation the entire property has been recorded as Howrah Municipal Corporation amalgamated holding No. 46/A, Ramkrishna Polly, P.S. Jagacha, Howrah and a building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R. No. 302/16-17 dated 17.06.2019, Borough No. VII.
- K.** 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
- L.** *[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
- M.** *[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
- N.** The Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and

- O. 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
- P. 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 **4 Cottah 4 Chittak 11 Square Feet** comprised in R.S. and L.R. Dag No. 245 under L.R. Khatian Nos. 1721 and 1722 and situated within Mouza-Dakshin Buxarah, J.L. No. 8, P.S. Jagacha, District-Howrah, comprised in Howrah Municipal Corporation amalgamated holding No. 46/A, Ramkrishna Polly, P.S. Jagacha, Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur, Howrah together with right over the common passage and all sorts of other easement rights attached thereto, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by :-

- On the North :** Property of Dag No. 225
- On the South :** 10'-0" wide common passage and boundary of Thanamakua Mouza.
- On the East :** Dag No. 210, 12'-0" wide common passage and Dag No. 219
- On the West :** Property of Dag No. 218

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 "....."** 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 comprised in R.S. and L.R. Dag No. 245 under L.R. Khatian Nos. 1721 and 1722 and situated within Mouza-Dakshin Buxarah, J.L. No. 8, P.S. Jagacha, District-Howrah, comprised in Howrah Municipal Corporation amalgamated holding No. 46/A, Ramkrishna Polly, P.S. Jagacha, Howrah, within the ambit of Howrah Municipal Corporation Ward No. 45, within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Domjur, Howrah. 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.